

DETAILED DESCRIPTION OF EMPLOYMENT PROTECTION LEGISLATION, 2012-2013

TABLE OF CONTENTS

AUSTRALIA.....	3
AUSTRIA.....	6
BELGIUM.....	8
CANADA.....	11
CHILE.....	14
CZECH REPUBLIC.....	17
DENMARK.....	20
ESTONIA.....	23
FINLAND.....	27
FRANCE.....	29
GERMANY.....	34
GREECE.....	37
HUNGARY.....	40
ICELAND.....	42
IRELAND.....	44
ISRAEL.....	47
ITALY.....	50
JAPAN.....	54
KOREA.....	56
LUXEMBOURG.....	59
MEXICO.....	62
NETHERLANDS.....	64
NEW ZEALAND.....	67
NORWAY.....	70
POLAND.....	73
PORTUGAL.....	76
SLOVAK REPUBLIC.....	82
SLOVENIA.....	85
SPAIN.....	88
SWEDEN.....	92
SWITZERLAND.....	96
TURKEY.....	98
UNITED KINGDOM.....	100
UNITED STATES.....	102
ARGENTINA.....	105
BRAZIL.....	108
CHINA.....	111
INDIA.....	115
INDONESIA.....	118
LATVIA.....	120
RUSSIAN FEDERATION.....	124
SAUDI ARABIA.....	127
SOUTH AFRICA.....	129

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>An employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given (Fair Work Act, s.117(1) – all references are to this act, except when differently specified).</p> <p>Section 123 limits the scope of the above provision for regular employees in the case of serious misconduct. The FW Act does not establish a general obligation to provide reasons before any dismissal. However, this obligation is implied since notification to the employee is one of the criteria to be considered by Fair Work Australia when assessing whether dismissal was harsh, unjust or unreasonable (s.387)</p>
2: Delay involved before notice can start	<p>Redundancy: written or oral notice with statement of reasons; Personal reasons: if disputed, fwa takes into account whether the employee was warned about unsatisfactory performance and given time to respond before dismissal.</p> <p>Calculation (for EPL indicators): 4 = average of redundancy (1 day) and personal reasons (6 days for warning + 1 day for notice)</p>
3: Length of notice period at different tenure durations (a)	<p>All workers: 1w<1y, 2w<3y, 3w<5y, 4w>5y. These notice periods are increased by one week if employee is over 45 years old and has over 2 years continuous service. Notice periods may be increased through collective agreements, particularly in cases of redundancy (s.117 (3)).</p> <p>Calculation (for EPL indicators): 9 months tenure: 1week, 4 years tenure: 3 weeks, 20 years tenure: 4 weeks.</p>
4: Severance pay at different tenure durations (a)	<p>Redundancy pay under the Fair Work Act as prescribed by s119(2): 0<1y; 4w<2y; 6w<3y; 7w<4y; 8w<5y; 10w<6y; 11w<7y; 13w<8y; 14w<9y; 16w<10y; 12w>10y.</p> <p>No obligation to pay redundancy pay for an employee whose period of continuous service with the employer<12 months or where the employer is a small business employer (<15 employees) (s.121)</p>
5: Definition of unfair dismissal (b)	<p>Whether a dismissal is unfair is decided by Fair Work Australia (which is the national workplace relations tribunal)(ss385, 390).</p> <p>An unfair dismissal occurs where an employee is dismissed, and i) the dismissal was harsh, unjust or unreasonable, and ii) the dismissal was not a case of genuine redundancy, and iii) the dismissal was not consistent with the Small Business Fair Dismissal Code, where the employee was employed by a small business. (A small business is a business that employs fewer than 15 employees.) (s.385).</p> <p>This phrase 'harsh, unjust or unreasonable' is not defined but factors taken into account in determining whether it applies are: whether there was a valid reason for the termination related to the capacity/conduct of the employee, whether the employee was notified of reason, whether the employee given opportunity to respond to reason related to capacity/conduct, whether warned of unsatisfactory performance if that's the ground of termination, degree to which employer's business affects procedures, degree to which absence of dedicated HR people impacts on employer's procedures.</p> <p>A person's dismissal is a 'genuine redundancy' if i) the person's employer no longer required the person's job to be performed by anyone because of changes in the operational requirements of the employer's enterprise, and ii) the employer has complied with any obligation in a modern award or enterprise agreement that applied to the employment to consult about the redundancy.</p> <p>A person's redundancy is not a genuine redundancy if it would have been reasonable in all the circumstances for the person to be redeployed within the company or an associated entity of the company. This means that an employer cannot dismiss a worker on the basis of redundancy without first considering opportunities for redeployment.</p> <p>FW Act also contains a set of general protections against discriminatory or wrongful treatment which includes but is not limited to protection against dismissal on certain prohibited grounds.</p> <p>Prohibited grounds: marital status; pregnancy; maternity leave; family responsibilities; filing a complaint against the employer; temporary work injury or illness; race; colour; sex; sexual orientation; religion; political opinion; social origin; age; trade union membership and activities; disabilities; parental leave; adoption leave.</p>
6: Length of trial period (c)	<p>Employees are eligible to make an application for unfair dismissal if they have completed the minimum employment period of: i) 1yr – where the employer is a small business (fewer than 15 employees); or ii) 6 months – where the employer is not a small business (s.382)</p>
7: Compensation following unfair dismissal (d)	<p>In addition to entitlements (that would have been) accrued until the end of notice period, FWA may award compensation for up to 26 week pay or half the amount of the 'high income threshold' (which was \$123,000 as at 1 July 2012 [it is indexed annually], so \$61,650), whichever is lesser. (s.392)</p>

8: Reinstatement option for the employee following unfair dismissal (b)	Reinstatement is the preferred remedy if FWA is satisfied an employee was unfairly dismissed then it may order the employee's reinstatement together with continuity of service and lost remuneration. (FWA web site; and see ss390 and 391). However, reinstatement is typically granted in no more than 20% of the cases in which the dismissal is found harsh, unjust or unreasonable by FWA.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	21 days, but FWA may allow further period if it is satisfied that there are exceptional circumstances (s.366(1) and s.394(2), as amended by the Fair Work Amendment Act 2012).
10: Valid cases for use of standard fixed term contracts	No restrictions in legislation
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	Estimated 1.5 No legal limit specified; but risk that, upon continuous renewal, the courts will find that the primary purpose of the contract is to avoid termination laws.
12: Maximum cumulated duration of successive standard FTCs	No limit specified.
13: Types of work for which temporary work agency (TWA) employment is legal	General
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No.
15: Maximum cumulated duration of TWA assignments (f)	No limit.
16: Does the set-up of a TWA require authorisation or reporting obligations?	No
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Under FW Act, such workers must receive at least the minimum entitlements in the relevant modern award and National Employment Standards or where the agency has its own enterprise agreement relating to wages and working conditions, that agreement.
18: Definition of collective dismissal (b)	Dismissal of 15 or more employees for reasons of an economic, technological, structural or similar nature, or for reasons including such reasons. (Fair Work Act, s.530). [Specific rules on notification and consultation in case of collective dismissal do not apply in relation to certain employees under s.534]
19: Additional notification requirements in cases of collective dismissal (g)	An employer is required to notify Centrelink in writing if the employer has decided to dismiss 15 or more employees for reasons of an economic, technological, structural or similar nature, or for reasons including such reasons. (s530(1)) The notice must be given as soon as practicable after the decision is made and before the employees are dismissed in accordance with the decision (s.530(3)). The employer also is obliged to notify or consult a registered employee association. (s.532(2)).
20: Additional delays involved in cases of collective dismissal (h)	No specific delay in Act or Regulations, but must go through consultation steps with relevant unions, including measures to avert the terminations, or minimise the terminations, and measures (such as finding alternative employment) to mitigate the adverse effect of the termination(s) (s.531(3)). Calculation (for EPL indicators): 2 days: 6 days for consultations – 4 days for item 2
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on alternatives to redundancy and selection standards. Selection criteria: Law requires fair basis of employee selection. Severance pay: No special regulations for collective dismissal.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL



Australia

indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.

e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.

f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.

g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).

h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).

i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

AUSTRIA

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Notification first to Works Council (if one exists), then to employee. (Works councils covered 70% of employees in 2002 – source: EIRO). Firms with less than five employees are not required to establish a works council so there is no requirement to inform the works council of impending dismissals nor possibility for the works council to challenge unfair dismissals. In enterprises where works councils could be established but where the employees do not set up a works council, the requirement to notify the works council about dismissals is also waived.
2: Delay involved before notice can start	Maximum one week for Works Council to react. Notice can then be served, usually orally. Calculation (for EPL indicators): 1 day to notify Works Council + 7 days for response + 1 days for oral notification.
3: Length of notice period at different tenure durations (a)	Blue collar: Usually 2 weeks (but ranging from 1 day in construction industry to 5 months in some collective agreements). White collar: 6w<2y, 2m<5y, 3m<15y, 4m<25y, 5m>25y. Calculation (for EPL indicators): average of usual blue and white collar notice periods.
4: Severance pay at different tenure durations (a)	The Employees' Income Provision Act (BMSVG) introduced a regulated severance pay scheme in Austria for all work contracts concluded after 31 December 2002, as well as to existing work contracts in force on 31 December 2002 provided that BMSVG applicability has been agreed upon for such individual contracts. Under the BMSVG, employers withhold a legally defined contribution from the monthly pay and transfer this contribution to the employees' chosen income provision fund. In the case of dismissal by the employer, an employee with at least three years of job tenure can chose between receiving his/her severance payment from the account, or saving the entitlement towards a future pension. If the employee quits or if job tenure is shorter than three years, no severance payment will be made but the balance of the account is carried over to the next employer. The amount of severance pay will depend on the capital accrued in the fund, the investment income earned and the capital guaranteed.
5: Definition of unfair dismissal (b)	Fair: dismissals for "serious reason", including non-performance or lack of competence, and for operational reasons or other business needs. In the case of dismissal for operation reasons, the court may examine whether dismissal was actually necessary or whether it would have been possible to transfer the worker to another post. Unfair: "socially unjustified" dismissals (which would affect the dismissed employee more unfavourably than other comparable employees of the company, or which would impair the interests of the employee to a greater degree than the interest of the firm in dissolving the employment relationship); and dismissals on inadmissible motive (e.g. discrimination, trade union activity or imminent military service). Employers intending to terminate older workers' contracts with job tenure greater than 2 years have to take social aspects into account if it appears to be difficult for such workers to get another job.
6: Length of trial period (c)	Usually 1 month
7: Compensation following unfair dismissal (d)	In the event of socially unjustified dismissal, the employee is entitled to compensation equal to earnings between the dismissal and the legal settlement of the case. Sums earned by the employee in the interim are set off against the award. Calculation (for EPL indicators): Typical compensation at 20 years tenure: 6 months.
8: Reinstatement option for the employee following unfair dismissal (b)	The employee has the right to choose between reinstatement and compensation, although this option is rarely taken up by the employee concerned.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	If the works council does not comment on the dismissal, the employee himself/herself can challenge the dismissal in court within two weeks of receiving the notice. If the works council has expressly objected to the intend dismissal within one week, it may contest the dismissal in court within another week after having been informed that the notice has been served. If the works council refuses to do so, the dismissed employee himself/herself can challenge the dismissal within two weeks after the expiry of the period set for the works council. Calculation (for EPL indicators): 2/4 weeks minus average notice period (cf. item 3)
10: Valid cases for use of standard fixed term contracts	No restrictions for first contract.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	Estimated 1.5. A succession of fixed-term contracts will automatically result in an open-ended employment contract of indeterminate length unless objective or material reasons can be shown to justify the need to renew a fixed-term contract.

12: Maximum cumulated duration of successive standard FTCs	No limit specified.
13: Types of work for which temporary work agency (TWA) employment is legal	General, if the contract between the agency and the worker is open-ended but limited to "objective reasons" if it is of fixed duration. However, according to labour constitution law (Arbeitsverfassungsgesetz § 97 Abs 1 Z 1a) there is the possibility to regulate the extent of temporary work at the level of the user-company. In compliance with this law, assignments can be regulated by an enforceable company agreement. According to prevailing jurisprudence such a company agreement can contain regulations on the ratio of permanent staff to temporary workers and thereby limit the use of temporary workers at the user-company level.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	There are no restrictions that limit the number of assignments at one and the same worksite company. The number of fixed-term contracts between the TWA and the temporary workers is not restricted, if there are objective and justified reasons to establish fixed-term contracts (otherwise a succession of fixed-term TWA contracts will automatically result in an open-ended employment contract of indeterminate length unless objective or material reasons can be shown to justify the need to renew a fixed-term contract.).
15: Maximum cumulated duration of TWA assignments (f)	The personnel leasing act puts no constraint on the duration of employment contracts or the duration of the assignments/leases.
16: Does the set-up of a TWA require authorisation or reporting obligations?	Requires special administrative authorisation as well as periodic reporting obligations.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Regulations ensure equal treatment regarding pay as well as other working conditions.
18: Definition of collective dismissal (b)	Within 30 days, 5+ workers in firms 20-99; 5%+ in firms 100-599; 30+ workers in firms >600; 5+ workers >50 years old. Firms with less than 20 employees are exempt from requirements for collective dismissals.
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: General duty to inform the Works Council about changes affecting the business. Notification of public authorities: Notification of local employment office.
20: Additional delays involved in cases of collective dismissal (h)	30 days waiting period before first notice can become effective. Calculation (for EPL indicators): 30 days waiting period – 9 days for individual dismissal (item 2)
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on alternatives to redundancy and ways to mitigate the effects: social plan to be established in firms with >20 employees. Selection criteria: No criteria laid down by law. Severance pay: No legal requirements, but often part of social compensation plans.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

BELGIUM

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Notification of employee by registered letter. Oral notification possible if the employer chooses severance pay in lieu of notice but only if the worker does not challenge the dismissal.
2: Delay involved before notice can start	<p>In the case of written notification:</p> <ul style="list-style-type: none"> - the letter takes effect on the 3rd working day after dispatch, - the notice period starts on the 1st day of the month following the date on which the notification by registered letter takes effect (two weeks on average), - the notice period for blue-collar workers starts on the 1st Monday following the date on which the notification by registered letter takes effect (3.5 days on average). <p>Calculation (for EPL indicators): average of blue collar and white collar workers: $3 + (3.5 + 15) / 2 = 12.25$ days</p>
3: Length of notice period at different tenure durations (a)	<p>I) Regulations applicable to contracts whose performance began before 1 January 2012:</p> <p>Blue collar: no notice during trial period; 7d<6m (if provided for in individual contracts); 28d<6 m; 35 d<5y; 42 d<10 y; 56 d<15 y; 84 d<20 y; 112 d>20 y unless stipulated otherwise in a royal decree, collective branch agreement or collective bargaining agreement.</p> <p>White collar: 7d during trial period; 3m<5y. Additional three months' notice for each started 5-year period of tenure (e.g. 6 m<10 years, 9 m<15 years, etc.). This is the legal minimum.</p> <p>If annual remuneration is above EUR 32 254, the parties must agree to a reasonable notice period which cannot be less than the legal minimum. If they fail to reach an agreement, the courts shall rule on a reasonable notice period. Some methods, such as the Claeys formula, have been developed by legal experts to calculate this appropriate notice period, but they are in no way binding.</p> <p>II) Regulations applicable to contracts whose performance began after 1 January 2012:</p> <p>Blue collar: no notice during trial period; 7d<6 months (if provided for in employment agreement); 28d<6 months, 40d<5 years, 48d<10 years, 64d<15 years, 97d<20 years and 129d>20 years.</p> <p>White collar:</p> <ol style="list-style-type: none"> 1) If the employee's gross annual remuneration is not over EUR 32 254: same arrangements as those for contracts whose performance began before 1 January 2012: see above. 2) If the employee's gross annual remuneration is over EUR 32 254 but not more than EUR 64 508: 91 d<3 years, 120 d<4 years, 150 d<5 years, 182 d<6 years and 30 d per year of tenure started if the employee has 6 years' tenure or more. 3) If the employee's gross annual remuneration is over EUR 64 508, the notice period can be set by agreement concluded at the latest at the commencement of the job. It shall in no case be less than the notice period applicable to employees covered under (1) for employees whose gross annual remuneration is less than EUR 32 254. <p>Calculation (for EPL indicators): average of blue collar and white collar workers (average of the first two scenarios for white collar employees)</p> <p>9 months: $(1.33 + 3) / 2 = 2.15$ months</p> <p>4 years: $(1.33 + (3+5)/2) / 2 = 2.65$ months</p> <p>20 years: $(4.33 + (15+21)/2) / 2 = 11.15$ months</p>
4: Severance pay at different tenure durations (a)	In the event of dismissal without a notice period, severance pay depends on the length of the notice period that should have been observed. For example, if the notice period is 3 months, severance pay shall be equivalent to 3 months' salary.
5: Definition of unfair dismissal (b)	<p>Unfair dismissal of blue collar workers (with an open-ended employment contract): a dismissal is deemed unfair if the reasons given have nothing to do with the individual's capability or conduct or do not concern any operational requirements of the firm, establishment or department.</p> <p>For white collar workers, there are no provisions for the notion of unfair dismissal in regulations; only the general concept of abuse of rights. The right to dismiss an employee must be exercised for the purposes for which it is granted, i.e. in the interests of the enterprise. It is then up to the employee to prove that the dismissal is unfair.</p>

6: Length of trial period (c)	Optional trial period clause: certain conditions have to be observed when it is included in the employment contract. Blue collar: minimum 7 days, maximum 14 days White collar: minimum 1 month, maximum 6 months [may be extended up to 12 months if gross annual remuneration is above EUR 37 721 (2012)] Calculation (for EPL indicators): average of maximum values for blue collar and white collar workers (average of both cases for white collar workers) = 4.75 months
7: Compensation following unfair dismissal (d)	Blue collar and white collar workers: payment of compensation (normal entitlement for dismissal) at least equivalent to the notice period (in the event that the notice period is not observed). In addition to this normal compensation (or pay in lieu of notice period): Blue collar workers: compensation for unfair dismissal equivalent to six months' salary White collar workers: damages to be decided by the court. Typical compensation for 20 years' tenure: Blue collar workers: 129 days + 6 months; white collar workers: if gross annual remuneration is not more than EUR 32 254: 15 months. If gross annual remuneration is more than EUR 32 254: minimum of 600 days. These compensation payments include amounts due for dismissal without a notice period Calculation (for EPL indicators): average for blue and white collar workers: $(6+0)/2 = 3$ months
8: Reinstatement option for the employee following unfair dismissal (b)	There is no right to reinstatement.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	The time limit for making a claim of unfair dismissal is 1 year from the date at which the contract is terminated.
10: Valid cases for use of standard fixed term contracts	Fixed-term contracts (FTCs) are permitted without specifying an objective reason.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No maximum number if these successive FTCs can be justified by the nature of the work or other legitimate reasons. If no justification can be given as to the nature of the work or other legitimate reasons: 4 successive FTCs, of a minimum duration of 3 months and total duration of two years or, 6 contracts with the authorisation of the Labour Inspectorate (<i>Inspection des lois sociales</i>), for a maximum total duration of 3 years with contracts of a minimum of 6 months. With legitimate reasons: no maximum number, but assessed by employment tribunals.
12: Maximum cumulated duration of successive standard FTCs	Unlimited for the first contract. In the case of successive FTCs not justified by the nature of the work or other legitimate reasons: 2 years (or 3 years with the authorisation of the Labour Inspectorate). If these successive FTCs are justified by the nature of the work or other legitimate reasons: no maximum cumulated duration.
13: Types of work for which temporary work agency (TWA) employment is legal	Use of services of temporary work agencies (TWA): temporary replacement of a permanent employee; temporary increase in workload; work of an exceptional nature.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	Authorisation procedures and time limits on the use of temporary employment (assignments). No particular restrictions with regard to the contract between the TWA and the worker.
15: Maximum cumulated duration of TWA assignments (f)	Replacement of a worker: 6 months, can be renewed once up to a maximum of 12 months or for the length of time that the employment contract of the worker being replaced is suspended. Temporary increase in workload: 18 months or more (to be negotiated with trade union representatives) Work of an exceptional nature: 3 months (except for certain specific cases: 7 days or 12 months) There are no restrictions for the duration of successive contracts between the TWA and workers.
16: Does the set-up of a TWA require authorisation or reporting obligations?	Authorisation from regional authorities is required for the setting up of a TWA.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Yes
18: Definition of collective dismissal (b)	Dismissal is collective when it affects: 1. firms with more than 20 workers 2. and is deployed over a period of at least 60 days: 10 workers in firms with between 21 and 99 employees; 10% of employees in firms with between 100 and 299 workers; 30 employees in firms with 300 and more workers.

19: Additional notification requirements in cases of collective dismissal (g)	Collective dismissal requires 2 notifications: 1st notification: Notification to staff representatives: duty to notify and consult with the works council, trade union delegates and staff representatives. This notification must also be sent to the public authorities: to the Director of the Sub-Regional Employment Service (<i>Directeur du service subrégional de l'emploi</i>) and the Chairman of the Executive Committee of the Federal Public Service, Employment, Labour and Social Dialogue (<i>Président du Comité de Direction du Service public fédéral Emploi, Travail et concertation sociale</i>). 2 nd notification: once the consultation procedure is completed, a new notification must be sent to the above-mentioned public authorities detailing the planned redundancies (number of workers to be dismissed, category, etc.) with a copy sent to staff representatives.
20: Additional delays involved in cases of collective dismissal (h)	Redundancies are prohibited during the 30 days following the 2 nd notification (notification to the Sub-Regional Employment Service). This period can be reduced or extended up to a maximum of 60 days on the decision of the Director of the Sub-Regional Employment Service. Staff representatives have a period of 30 days from the second notification during which they can claim that certain points concerning the information and consultation procedure have not been respected. Calculation (for EPL indicators): At least five days for consultation between the 1 st and the 2 nd notification plus $(30+60)/2$ days on average following the 2 nd notification.
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation with staff representatives on solutions other than redundancies and on how to mitigate the negative effects of dismissals. A voluntary social plan may be introduced but there is no legal obligation. However, the employer is required to set up an "employment cell" and provide outplacement services to workers. Compensation for collective dismissal: compensation will vary according to the duration of the notice period. The longer the notice period, the lower the compensation.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

CANADA

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Written or oral notification to the employee or, sometimes, to the employee's representative (union).
2: Delay involved before notice can start	Written or oral notification.
3: Length of notice period at different tenure durations (a)	Varies depending on the jurisdiction. No notice of termination required if the employee has been dismissed for just cause. In all cases, an employee must have completed a minimum period of service in order to be entitled to notice. Notice can be exchanged for termination pay. Federal jurisdiction: 2 weeks. Ontario: 1w<1y; 2w<3y; 3w<4y; 4w<5y, up to 8w>8y.. Québec: 1w<1y; 2w<5y; 4w<10y; 8w>10y. British Columbia: 1w<1y; 2w<3y; 3w<4y; 4w<5y, up to 8w>8y. Alberta: 1w<2y; 2w<4y; 4w<6y; 5w<8y, 6w<10y, 8w>10y. Calculation (for EPL indicators): Weighted average over Quebec (0.28), Ontario (0.45), Alberta (0.11) and BC (0.15). Weights depend on the relative size of each jurisdiction in terms of working-age population. Overall these 4 jurisdictions represent more than 85% of the working-age population in Canada. On average: 9 months tenure: 1 week, 4 years tenure: 3.4 weeks, 20 years tenure: 8 weeks.
4: Severance pay at different tenure durations (a)	Federal jurisdiction: 0<12m, after which 2 days for each year of tenure, but with a minimum of 5 days. 9 months tenure: 0, 4 years tenure: 8 days, 20 years tenure: 40 days. Ontario: for workers who have completed at least five years of service, 1w per year of service, up to 26w maximum, if tenure >5y, and if in a firm with a payroll of \$ 2.5 million or more. 9 months tenure: 0, 4 years tenure: 0, 20 years tenure: 20 weeks. Other jurisdictions: no legislated severance pay. Calculation (for EPL indicators): Weighted average over Quebec (0.28), Ontario (0.45), Alberta (0.11) and BC (0.15). Weights depend on the relative size of each jurisdiction in terms of working-age population. Overall these 4 jurisdictions represent more than 85% of the working-age population in Canada. On average: 9 months tenure: 0, 4 years tenure: 0 weeks, 20 years tenure: 9 weeks.
5: Definition of unfair dismissal (b)	Prohibited dismissals: Dismissals are prohibited if they are based on a prohibited ground of discrimination (e.g., sex, race, disability, religion, sexual orientation), pregnancy, garnishment proceedings, or the exercise by an employee of a right under human rights or labour statutes (e.g., employment standards, occupational safety and health and labour relations legislation). Unjust dismissal: Legislation in three jurisdictions contains "unjust dismissal" provisions, whereby an employee who meets specific eligibility requirements (e.g., minimum length of service) may not be dismissed unless specific conditions are met: • Federal jurisdiction: a person employed for more than 12 months and who is not covered by a collective agreement may seek recourse against what he/she considers an unjust dismissal, unless laid off due to lack of work or the discontinuance of a function. • Quebec: an employee with two years or more of uninterrupted service in the same enterprise may not be dismissed without "good and sufficient reason". • Nova Scotia: an employee with 10 years or more of service may not be discharged or suspended without just cause, unless it is for a reason beyond the control of the employer (e.g., destruction of a plant, labour dispute, weather conditions), the employee has refused the employer's offer of reasonable other employment or the employee has reached the age of retirement. Certain occupations and industries (e.g., construction industry) are excluded from these provisions.
6: Length of trial period (c)	An employee must have completed a minimum period of service in order to be entitled to notice (typically 3 months, except in Manitoba - 30 days - and in New Brunswick, Prince Edward Island and Yukon - 6 months). By contrast, the minimum period of service required to be covered by unjust dismissal provisions is typically longer in the three jurisdictions where legislation specify them (24 months in Quebec, 12 months under the Federal jurisdiction and 10 years in Nova Scotia). However, in all other jurisdictions, legislation does not contain "unjust dismissal" provisions.
7: Compensation following unfair dismissal (d)	It varies. Employees discharged on prohibited grounds are entitled to compensation for wages and benefits lost by reason of the dismissal. Some statutes also provide that additional compensation may be ordered for pain and suffering or as punitive damages where an employer has engaged wilfully or recklessly in unlawful practices.

8: Reinstatement option for the employee following unfair dismissal (b)	Depending on the circumstances of a case, an employer may be ordered to reinstate an employee.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	It varies. With respect to unjust dismissal provisions, a complaint must be filed within the following time period after dismissal: 90 days in the federal jurisdiction; 45 days in Quebec; 6 months in Nova Scotia. In Alberta, British Columbia and Ontario, there is no recourse against unfair dismissal. [Note: an employee in other provinces can file a complaint within 6 months (2 years in Ontario) with the Director of Employment Standards if they believe their dismissal was in contravention of the Employment Standards Code (e.g. if they were dismissed because they requested maternity or parental leave).] Calculation (for EPL indicators): Weighted average over Quebec (0.28), Ontario (0.45), Alberta (0.11) and BC (0.15). Weights depend on the relative size of each jurisdiction in terms of working-age population. Overall these 4 jurisdictions represent more than 85% of the working-age population in Canada.
10: Valid cases for use of standard fixed term contracts	No restrictions
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limit
12: Maximum cumulated duration of successive standard FTCs	No limit
13: Types of work for which temporary work agency (TWA) employment is legal	General
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No
15: Maximum cumulated duration of TWA assignments (f)	No limit
16: Does the set-up of a TWA require authorisation or reporting obligations?	Requirements vary across jurisdictions. In Alberta, British Columbia, Manitoba, Yukon, Nunavut and the Northwest Territories, the owner of an employment agency is required to hold a licence (a certificate of registration in Yukon) in order to operate. Specific record-keeping requirements apply to employment agencies in Alberta, British Columbia, Manitoba and in the Northwest territories and Nunavut. In Yukon, such agencies must provide a statistical statement and financial report every year. There are no authorisations or reporting requirements in the federal jurisdiction, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, Quebec or Saskatchewan. Provinces that require special administrative authorisation for TWAs account for less than a third of the Canadian workforce. In most cases, TWAs do not face particular legal constraints. Calculation (for EPL indicators): $(0.11+0.15) * 1$ for special administrative authorisation.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	No
18: Definition of collective dismissal (b)	It varies (note: in some statutes, a collective dismissal is deemed to occur only if a set number of employees are discharged in a "single location" or in one "establishment".) Federal jurisdiction, Alberta, Manitoba, Newfoundland and Labrador: dismissal of 50 employees or more in 4-week period. Ontario: dismissal of 50 employees or more in 4-week period, (a) representing more than 10% of employees at an establishment or (b) where the termination is caused by the permanent discontinuance of part or all of the employer's business at an establishment. British Columbia: dismissal of 50 employees or more in 2-month period. Northwest Territories, Nunavut, Yukon: 25 employees or more in 4-week period. Nova Scotia, Saskatchewan: 10 employees or more in 4-week period. Quebec: 10 employees or more in 2-month period (some exceptions). New Brunswick: more than 10 employees in 4-week period, representing at least 25% of employer's workforce. Prince Edward Island: no collective dismissal provisions. Calculation (for EPL indicators): Weighted average of the values for Alberta, British Columbia, Ontario and Quebec

<p>19: Additional notification requirements in cases of collective dismissal (g)</p>	<p>Notice to employees: in seven jurisdictions, the notice that must be given to each employee affected by a collective dismissal is normally longer than for an individual termination of employment. Depending on the number of employees dismissed, notice ranges from 4 to 12 weeks in Saskatchewan; 8 to 16 weeks in British Columbia, Newfoundland and Labrador, Nova Scotia, Ontario and Quebec; 10 to 18 weeks in Manitoba; 4 to 16 weeks in the Northwest Territories, Nunavut and Yukon; 4 weeks in Alberta and 6 weeks in New Brunswick. Moreover, in British Columbia an employee must be given notice of individual termination in addition to a notice of collective dismissal (the two notice periods are consecutive, not concurrent). Notice to public authorities: in all jurisdictions (except Prince Edward Island), the employer must notify the competent labour authorities (e.g., Minister of Labour). Notice to trade union: a copy of the notice must be given to the bargaining agent of each affected employee in the federal jurisdiction, British Columbia, Manitoba, New Brunswick, Quebec and Saskatchewan. Posting of notice: in some jurisdictions, a collective dismissal notice must also be posted in conspicuous places in the workplace.</p>
<p>20: Additional delays involved in cases of collective dismissal (h)</p>	<p>Minimum and maximum notice in the case of collective dismissals for the four largest provinces is 8-16 weeks in Ontario and Quebec, 4 weeks in Alberta and 8-16 weeks in British Columbia (Art. 58, Ontario's Employment Standards Act, Sec. 137 Alberta's Employment Standards Code, Art. 64 British Columbia's Employment Standards Act and Art. 84.0.4 Quebec's Lois sur le Normes du Travail / Act Respecting Labour Standards). In British Columbia an employee must be given notice of individual termination in addition to a notice of collective dismissal (the two notice periods are consecutive, not concurrent). However, in Ontario, Alberta and Quebec, notice of collective dismissal can be concurrent with individual notification.</p> <p>Calculation (for EPL indicators): weighted average of mean weeks of notice for four largest provinces. In the case of Alberta, Quebec and Ontario, where individual and collective notifications may be concurrent, individual notice periods (at 4 years tenure) are subtracted (that is 4 weeks in Ontario and Alberta and 2 weeks in Quebec, cf. Item 3): $0.45*(12-4)+0.28*(12-2)+0.11*(4-4)+12*0.15 = 57$ days.</p>
<p>21: Other special costs to employers in case of collective dismissals (i)</p>	<p>Type of negotiation required: In 4 jurisdictions, an employer who intends to proceed with a collective dismissal is required (federal jurisdiction) or may be required (British Columbia, Manitoba, Quebec) to establish a joint committee to develop an adjustment program aimed at minimizing the number and impact of job losses and assisting affected workers in finding new employment. In Quebec, an employer may also be required to make a financial contribution to the operating costs of the committee and its reclassification activities. This is obligatory in the federal jurisdiction. The obligation to establish a joint committee under federal law can be waived by the Minister of Labour. Selection criteria: As laid down in any collective agreements. Severance pay: No additional severance pay obligations if notice requirements for collective dismissal are met. However, in Ontario, severance pay (cf. Item 4) must also be paid to employees where the employment of 50 or more employees is severed in a six-month period as a result of a permanent discontinuance of all or part of the employer's business at an establishment (independently of the payroll size of the firm).</p>

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

CHILE

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>A written dismissal letter is always mandatory. This letter must state the legal cause of termination and the facts supporting such cause.</p> <p>This letter must be either handed directly to the employee or sent as registered letter to the employee's domicile.</p> <p>A copy of such letter must be sent to the competent Labor Inspection within 3 working days as of the date of termination.</p>
2: Delay involved before notice can start	<p>The notification letter must be either handed directly to the employee or sent as registered letter to the employee's domicile, within within 3 working days as of the date of termination.</p> <p>Calculation (for EPL indicators): average of 1 day for verbal notice and 3 days for registered letter.</p>
3: Length of notice period at different tenure durations (a)	<p>The employee must be given a 30-day notice, or payment in lieu of notice of one month's salary. The last monthly salary on which the payment in lieu of prior notice is based has a statutory cap of 90 "<i>monetary indexed units</i>" (At the end of 2012, about US\$ 4,280 - this unit is adjusted daily to inflation by the Chilean government. At the end of 2012 1 monetary indexed unit is equivalent to approximately US\$48), except if modified by the parties by mutual agreement.</p>
4: Severance pay at different tenure durations (a)	<p>Employees with at least one year of continuous service shall receive severance pay equivalent to 30 days of employee's last monthly salary per year of service and fraction higher than six months. Notwithstanding the latter, this severance is subject to two statutory limits:</p> <ul style="list-style-type: none"> a.- The last monthly salary on which the severance pay is based is capped at 90 "<i>monetary indexed units</i>" (currently US\$ 4,280 approx.). b.- The seniority is capped at 330 days (11 years). However, this limit is not applicable to employees hired before August 14th, 1981. <p>These caps may be modified by the parties by mutual agreement.</p> <p>However, the employer's contribution to the worker's individual unemployment insurance saving account, plus the yield of this account minus all applicable fees, may be deducted from the severance pay. In practice, this implies a deduction of 20% from severance payments due in the case of dismissal.</p>
5: Definition of unfair dismissal (b)	<p>The Labor Code permits an employer to dismiss an employee <i>without fault</i>. According to the position held by the employee, the understanding of "<i>termination without fault</i>" could be tailored under two venues: (i) for business necessities or economic redundancy ("<i>necesidades de la empresa</i>") and (ii) dismissal at will ("<i>desahucio escrito del empleador</i>").</p> <p>Firstly, dismissal based on business necessities or economic redundancy is generally applicable to employees in general. It does not mean that the employer is entitled to determine them at his sole discretion, but means that the dismissal must be justified by financial or economic circumstances that make the termination of the employee's contract unavoidable. Furthermore, court practice tends to be more restrictive since courts usually require that the economic justification be based on objective situations that cannot be attributed to the responsibility of the employer and meet a general situation of crisis for the whole company and not for a branch alone.</p> <p>Secondly, dismissal at will is only applicable to employees who bear at least general authority management, such as managers, assistant managers, attorneys and agents, as well as domestic workers. This reason requires the mere written notice of termination.</p> <p>The termination letter plays a key role in determining whether a dismissal is or not wrongful. In this regard, the employer is strictly bound by the statements made in the termination letter since, in the case the employee challenges the termination before a court for wrongful dismissal, the employer has the burden of proof of the veracity of the facts stated in the termination letter, not being allowed to claim any different facts supporting his/her dismissal decision.</p>
6: Length of trial period (c)	<p>No trial period is admitted in legislation (except for domestic workers).</p>

7: Compensation following unfair dismissal (d)

In the event of wrongful dismissal of permanent regular workers, the current legal framework envisages two options in challenging such dismissal:

1.- If the dismissal was based by the employer on economic reasons and this was eventually wrongful, the additional compensation the Court can award is a 30%-surcharge over the employee's severance pay.

2.- If the dismissal was not based on any cause, or was based by the employer on reasons other than economic reasons or redundancy (e.g., employee's serious breach of the obligations) and this was eventually wrongful, the employee is entitled to a payment in lieu of notice of one monthly salary. Also, the employee is entitled to his/her severance pay, including an additional surcharge varying from 50% to 100% over the employee's severance pay.

Higher compensation is possible if termination is in fact based on discriminatory grounds.

Calculation (for EPL indicators): Typical compensation at 20 years of tenure: average of 65% x 11 months' severance pay = 7.2 months.

14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No restrictions within the maximum term of cumulated duration as specified in answer to Item 15 below. Additionally, numerous assignments at the user firm of the same TWA employee aimed at hiding a permanent labour relationship with the user firm are illegal. In this case, the user firm shall be considered the employer.
15: Maximum cumulated duration of TWA assignments (f)	TWA assignments for extraordinary events or to cover occasional increases in workload have a maximum duration of 90 days. TWA assignments for new businesses or projects have a maximum duration of 180 days. TWA assignments to (i) replace employees on leave and (ii) for urgent and precise work requiring immediate performance at the user firm can last as long these situations truly exist. Calculation (for EPL indicators): average of 3 months and 6 months = 4.5 months.
16: Does the set-up of a TWA require authorisation or reporting obligations?	No prior authorization is required. However, TWA can operate only if they are enrolled in a special registry run by the Labor Directorate and pay a money deposit guarantee. Hence, if no registration exists, no operation is allowed. This registration is conditional and exposed to cancellation by the labor authority upon the following situations: a.- When the TWA has an ownership relationship with the user firm; b.- When the TWA commits repeated and serious labor offences. This will be understood in the case of (i) 3 or more labor infringements within one year or (ii) infringements having significant impact against the protection of child labor, maternity and remunerations. The Labor Directorate may take the autonomous initiative to verify the existence of these offences.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	No requirement for equal treatment.
18: Definition of collective dismissal (b)	No requirements in legislation.
19: Additional notification requirements in cases of collective dismissal (g)	No requirements in legislation.
20: Additional delays involved in cases of collective dismissal (h)	No requirements in legislation.
21: Other special costs to employers in case of collective dismissals (i)	No requirements in legislation.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

CZECH REPUBLIC

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>Personal reasons: Notification of employee and trade union body, after previous warning.</p> <p>Redundancy: Notification of employee and trade union.</p> <p>Regarding the compulsory consultations with the trade union, the Labour Code (LC hereafter, art. 61) stipulates that the employer shall consult on dismissal or immediate termination of an employment relationship with the trade union organization in advance regardless of the reason. A fixed time period for this consultation has not been set by the Labour Code but the consultation has to be concluded before the dismissal notification is handed to the employee.</p> <p>The consultation implies the communication of employer's intention to give notice of termination or immediate termination of an employment relationship and the hearing of the views of trade unions, which have a right to give their opinion on all notices given by the employer although the decision by trade union is not legally binding for the employer. In the case the employer does not consult on dismissal or immediate termination of an employment relationship with the trade unions or makes only an announcement without consultation, the legal act concerning notice cannot be made void; however, the relevant labour inspectorate can take an action against the employer according to law No. 251/2005 Coll. on labour inspection.</p> <p>In the special case where notice of termination or immediate termination of an employment relationship concerns a member of the body of trade union organization (i.e. trade union representative) operating within the employer's undertaking (business) during the member's term of office or for a period of one year afterwards, the employer shall ask the trade union organization for its prior consent to such notice of termination or immediate termination. Consent of the trade union organisation is considered as given where the trade union organization does not refuse to give its consent in writing within 15 days of the date when the employer asked for it.</p>
2: Delay involved before notice can start	<p>Personal reasons: Letter sent by mail or handed out directly, after previous warning.</p> <p>Redundancy: Advance consultation, with offer of another job or re-training if feasible; then letter sent by mail or handed directly to employee.</p> <p>The notice period shall start to run on the first day of the calendar month following delivery of the notice and come to an end upon the expiry of the last day of the relevant calendar month (Art. 51, LC)</p> <p>Calculation (for EPL indicators): $((1+6+15+2)+(1+15+2))/2=21$.</p> <p>$((\text{personal reasons: 1 day for notice} + 6 \text{ days for prior warning procedure} + 15 \text{ days on average for first day of following month} + 2 \text{ days for consultation with unions}) + (\text{economic reasons: 1 day for notice} + 15 \text{ days on average for first day of following month} + 2 \text{ days for consultation with unions}))/2 = 21$</p>
3: Length of notice period at different tenure durations (a)	<p>All workers: 2 months.</p>
4: Severance pay at different tenure durations (a)	<p>On termination of an employment relationship, an employee whose employment relationship is terminated by notice given by his employer for redundancy or by agreement for the same reasons is entitled to receive from the employer severance pay (redundancy payment) at least in the amount equal to:</p> <p>(a) once his average (monthly) earnings where an employment relationship to the employer lasted less than one year;</p> <p>(b) twice his average earnings where an employment relationship to the employer lasted at least one year and less than two years;</p> <p>(c) three times his average earnings where an employment relationship to the employer lasted at least two years;</p> <p>(d) the sum of three times his average earnings and the amounts laid down in (a) to (c) where his employment relationship is terminated in a period when he is subject to a working hours account.</p> <p>In cases of dismissal due to work-related accident or illness: 12 months.</p> <p>Calculation (for EPL indicators): average of personal reasons and redundancy.</p>
5: Definition of unfair dismissal (b)	<p>Fair: Dismissals for failure to meet performance requirements and for reasons of technological and organisational change, gross breaches of the obligation to dwell, during their temporary incapacity for work, at the place of employee's stay and to observe the time and scope of permitted walks pursuant to the Sickness Insurance Act, if any. Unfair: Dismissals based on discrimination (age, sex, colour, religion, union membership, etc.).</p>

6: Length of trial period (c)	<p>Maximum 6 months for managerial employees; 3 months for other workers</p> <p>For all employees, the trial period may not be longer than one half of the agreed period of the employment relationship.</p> <p>Calculation (for EPL indicators): average of managerial and other employees</p>
7: Compensation following unfair dismissal (d)	<p>Unfair dismissal gives rise to a right to reinstatement. If reinstatement is not requested by the employee, compensation is made through severance pay and award of lost earnings during the court case (Art. 69(1) LC). Sums earned by the employee in the interim are set off against the award. There is no maximum amount for compensation.</p> <p>Where a total period for which the employee should be entitled to compensatory wage or salary exceeds six months, based on a motion filed by his employer, the court may adequately reduce the employer's obligation to pay compensatory wage or salary to the employee for a period in excess of six months; in considering the matter, the court shall take particularly into account whether in between the employee was employed somewhere else, the type of work he performed and the amount of his earnings or the reason for which he did not take up work.</p> <p>Calculation (for EPL indicators): Typical compensation at 20 years tenure: 6 months.</p>
8: Reinstatement option for the employee following unfair dismissal (b)	<p>Reinstatement is always available to the employee.</p>
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	<p>Two months after the day on which the contract was due to end (Art. 72, LC).</p>
10: Valid cases for use of standard fixed term contracts	<p>Generally permitted.</p>
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	<p>A fixed-term employment relationship between the same contracting parties may be recurrently agreed no more than twice. An extension of an employment relationship shall also be considered as a recurrently agreed employment relationship. After the expiry of a period of three years from the termination of the preceding fixed-term employment relationship between the same contracting parties, the preceding employment relationship shall not be taken into account.</p> <p>Maximum number of successive standard FTCs is 3.</p>
12: Maximum cumulated duration of successive standard FTCs	<p>A fixed-term employment relationship between the same contracting parties may not exceed three years and it may be recurrently agreed no more than twice. An extension of an employment relationship shall also be considered as a recurrently agreed employment relationship. After the expiry of a period of three years from the termination of the preceding fixed-term employment relationship between the same contracting parties, the preceding employment relationship shall not be taken into account.</p>
13: Types of work for which temporary work agency (TWA) employment is legal	<p>Section 66 of act No. 435/2004 Coll. on employment: In case of employment by temporary assignment, TWAs are not allowed to mediate employment for persons with disabilities and foreign nationals from third countries.</p>
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	<p>No</p>
15: Maximum cumulated duration of TWA assignments (f)	<p>A Temporary work agency may not temporarily allocate the same employee to work at the same user for a period longer than 12 consecutive calendar months. This limitation shall not apply in those cases where this is requested by the agency employee or where it concerns replacement of a user firm's employee who is on maternity or parental leave.</p> <p>No limitation on the duration of contracts between the agency and the worker. Open-ended TWA contracts are possible and frequent.</p>
16: Does the set-up of a TWA require authorisation or reporting obligations?	<p>Requires authorization and periodic reporting obligations.</p>
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	<p>Equal treatment on wages and conditions.</p>

18: Definition of collective dismissal (b)	Collective dismissal is understood to be the termination of employment relationships within a period of 30 calendar days based on notice given by the employer to no less than: a) Ten employees of an employer employing from 20 to 100 employees, or b) 10% of employees of an employer employing from 101 to 300 employees, or c) 30 employees of an employer employing more than 300 employees Firms with less than 20 employees are exempt from requirements for collective dismissals.
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Duty to inform competent employment representatives. Notification of public authorities: Notification of district labour office.
20: Additional delays involved in cases of collective dismissal (h)	Information to trade union and PES office 30 days before implementation. Calculation: 30 days - 21days in case of individual dismissal (cf. item 2)
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on alternatives to redundancy and measures for finding new jobs. The employer is also required to submit a written report to the labour office about the results of discussions with the relevant union body or employee council. Selection criteria: not set out by legislation. Severance pay: No special regulations for collective dismissal.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

DENMARK

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>Specific dismissal procedures may apply depending on the status of the employee (civil servant, employee covered by collective agreement, trade union representative), but generally, notifications on dismissal must be handed out or sent to the employee in writing, and the employee's trade union organization must be notified hereof.</p> <p>If the trade union organization considers the dismissal unjustified/unfair, a negotiation with the employer can be requested.</p>
2: Delay involved before notice can start	<p>For white collar workers, the notice must be given before the first day of a calendar month and the notice period starts from the first day of the calendar month following receipt of the notice.</p> <p>Some collective agreements (e.g. Manufacturing) stipulate that the negotiation, if requested, must be concluded within 10 days.</p> <p>Calculated by averaging figures for blue and white collar workers (with and without negotiation): Blue collar: 1 day + 2.5 days on average for negotiations = 3.5 days; white collar: 1 day for written notice + 2.5 days on average for negotiations + 15 days on average for start of next month = 18.5 days</p>
3: Length of notice period at different tenure durations (a)	<p>Blue collars: 0<9m, 21d<2y, 28d<3y, 56d<6y, 70d>6y (based on collective agreements). White collars: 14d<3m, 1m<5m, 3m<33m, 4m<68m, 5m<114m, 6m>114m.</p> <p>Calculation (for EPL indicators): average of blue and white collar workers:</p> <p>Blue collars: 9 months tenure: 3 weeks, 4 years tenure: 8 weeks, 20 years tenure: 10 weeks.</p> <p>White collars: 9 months tenure: 3 months, 4 years tenure: 4 months, 20 years tenure: 6 months.</p>
4: Severance pay at different tenure durations (a)	<p>White collars: 1m>12y, 2m>15y, 3m>18y.</p> <p>Blue collars: Regulated by collective agreement: In the 2010 round of collective bargaining it was agreed, that if a worker has been employed uninterruptedly in the same company for at least years and his/her contract is terminated, the employer pays severance pay according to a special calculation. The monthly amount of severance pay is calculated as follows, monthly salary minus 15% minus the monthly unemployment benefit. This amount is payable for a month after 3 years of service; two months after 6 years of employment and three months after 8 years of employment. However, since initial replacement rates are most often above 85%, severance pay is rarely paid.</p> <p>Calculation (for EPL indicators): average of white and blue collar workers (averaging across types for the latter)</p>
5: Definition of unfair dismissal (b)	<p>Fair: Lack of competence and economic redundancy are legitimate reasons. Unfair: Dismissals founded on arbitrary circumstances" (blue collar workers) or "not reasonably based on the employee's or the company's circumstances". Dismissals based on association matters, gender, belief, political opinion, sexual orientation, age, disability and social or ethnic origin, etc. and as a result of a corporate take-over are also unfair.</p> <p>Special rules for dismissal apply to trade union representatives.</p>
6: Length of trial period (c)	<p>Blue collars: 9 months (based on collective agreements). White collars: 3 months.</p> <p>EPL indicators calculated by averaging figures for blue and white collar workers.</p>
7: Compensation following unfair dismissal (d)	<p>Blue collars: compensation is limited to 52 weeks of pay for long service cases. Average is 10.5 weeks according to Danish Confederation of Trade Unions.</p> <p>White collars: compensation cannot exceed the pay for half the period of the notice period of the worker. For workers older than the age of 30 years compensation can be up to 3 months pay. For workers with more than 10 years tenure compensation can be up to 4 months pay. After 15 years tenure compensation can be max 6 months pay.</p> <p>Calculation (for EPL indicators): Typical compensation at 20 years tenure: average of that of white and blue collars, the latter obtained as average of mean and maximum compensation $((10.5+52)/2=31.25 \text{ weeks} = 7.2 \text{ months})$. Overall average: 6.6 months.</p>
8: Reinstatement option for the employee following unfair dismissal (b)	<p>Reinstatement orders are possible but rare (the possibility of reinstatement was introduced in the Main Agreement in 1981 - blue collar workers - but until now there have been only a few decisions in which a tribunal decided that the dismissed employee should be reinstated - Section 61 of the Labour code).</p>

<p>9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)</p>	<p>Unfair dismissal claims can be made within a short period after notification. For example the 1973 General Agreement stipulates that "If the employee claims that the dismissal is unfair an unwarranted by the situation of the employee and the company, a request may be made for the case to be settled locally between representatives of management and employees. The local negotiations shall be completed within two weeks of notice being given." In addition, "in cases where claim is made to set aside a dismissal, the proceedings shall, as far as possible, be completed before the relevant employee's term of notice expires." (Section 4, 1973 General Agreement concluded by the Danish Employers' Confederation and the Danish Confederation of Trade Unions).</p> <p>Calculation (for EPL indicators): 2 weeks on average (minus average notice period)</p>
<p>10: Valid cases for use of standard fixed term contracts</p>	<p>Fixed-term contracts allowed for specified periods of time and/or for specific tasks</p> <p>Particularly used in professional services and construction, but also in other industries. Renewal of fixed term contracts must be based on "objective criteria".</p>
<p>11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)</p>	<p>Generally, there is no legal limit for the maximum number of successive fixed-term contracts, but renewal of fixed-term contracts must be based on objective reasons ("objective criteria such as a specific date, the completion of a specific task or the occurrence of a specific event", as stated e.g. in the Act on the Legal Relationship between Employers and Salaried Employees, Sec. 1(4)).</p> <p>The Confederation of Salaried Employees and Civil Servants in Denmark (FTF) states that usually 2 successive renewals can be based on objective reasons. 3 or more insinuate suspicion of breaches of e.g. Salaried Employees Act, so that there is a risk that a court will declare the contract null and void, in case the contract is not renewed based on objective reasons.</p>
<p>12: Maximum cumulated duration of successive standard FTCs</p>	<p>There are no limits if objective reasons but in practice max. 2 years</p>
<p>13: Types of work for which temporary work agency (TWA) employment is legal</p>	<p>Generally allowed</p>
<p>14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)</p>	<p>No but the Danish Confederation of Trade Unions states that court rulings suggest that 4-5 renewals entail notification procedures.</p>
<p>15: Maximum cumulated duration of TWA assignments (f)</p>	<p>The Danish Confederation of Trade Unions states that there is no limit, if employment breaks in between consecutive assignments.</p>
<p>16: Does the set-up of a TWA require authorisation or reporting obligations?</p>	<p>No requirements except company registration.</p>
<p>17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?</p>	<p>Yes, equal treatment regarding pay and working conditions</p>
<p>18: Definition of collective dismissal (b)</p>	<p>Within 30 days, >9 workers in firms 21-99 employees; >9% in firms 100-299; >29 workers in firms 300+ employees.</p> <p>Firms with 20 employees or less are exempt from requirements for collective dismissals.</p>
<p>19: Additional notification requirements in cases of collective dismissal (g)</p>	<p>Notification of Regional Employment Council (tripartite council) plus the Union and Employers org. (collective agreements provisions).</p>
<p>20: Additional delays involved in cases of collective dismissal (h)</p>	<p>Negotiations with unions before informing the Regional Employment Council (at least 21 days in firms >100 workers or that seek to dismiss over half of staff). Within ten days, this communication is followed by the communication of the list of affected employees to Regional Employment Council but no earlier than 30 days before effective termination (longer requirements in firms >100 workers or that seek to dismiss over half of staff). Affected workers cannot be notified before PES. Individual notice can be given at the same time as the list is communicated to the Regional Employment Council – cf. Act respecting advance notice etc. in connection with mass lay-offs, sec. 7 and 8.</p>
<p>21: Other special costs to employers in case of collective dismissals (i)</p>	<p>Type of negotiation required: National agreement obliges companies to organise transfer and/or retraining whenever possible.</p> <p>Selection criteria: No criteria laid down by law.</p> <p>Severance pay: No special regulations for collective dismissal. The collective agreement for the financial sector requires obligatory outplacement and severance pay above the law plus other provisions.</p>

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

ESTONIA

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>An employment contract may be terminated by a declaration of termination made in a format which must be reproduced in writing. A declaration of termination made in breach of the formal requirement or a contingent declaration of termination is void. An employer shall justify termination. Before termination of the employment contract with the employees' representative the employer shall seek the opinion of the employees who elected the person to represent them or the trade union about the termination of the employment contract. The employer shall take the opinion of the employees into account to a reasonable extent. The employer shall justify disregard for the opinion of the employees.</p> <p>The employer must also give communication to the Unemployment Insurance Fund within 5 days of termination if the employee job tenure is at least 5 years (art. 100 Employment Contracts Act, ECA hereafter, and Art. 14.1 and 14.3 of the Unemployment Insurance Act).</p> <p>Calculation (for EPL indicators): average of more and less than 5-year tenure: $(1+2)/2=1.5$</p>
2: Delay involved before notice can start	<p>The term of advance notice begins to run on the day following the calendar day when the declaration of termination was delivered. Advance warning is required in the case of unsuitability.</p> <p>An employer may not terminate an employment contract with a pregnant woman or a woman who has the right to pregnancy and maternity leave due to lay-off, except upon cessation of the activities of the employer or declaration of the employer's bankruptcy if the activities of the employer cease or upon termination of bankruptcy proceedings, without declaring bankruptcy, by abatement.</p> <p>An employer may not terminate an employment contract with a pregnant woman or a woman who has the right to pregnancy and maternity leave arguing a decrease in the employee's capacity for work.</p> <p>The previous two sections shall be applied only if the employee has notified the employer of her pregnancy or of the right to pregnancy and maternity leave before receipt of a declaration of termination or within 14 calendar days thereafter.</p> <p>Calculation (for EPL indicators): 1 day for notice + 6/2 days for warning = 4 days</p>
3: Length of notice period at different tenure durations (a)	<p>An employer shall give an employee advance notice of termination if the employee's employment relationship with the employer has lasted:</p> <ol style="list-style-type: none"> 1) less than one year of employment – no less than 15 calendar days; 2) one to five years of employment – no less than 30 calendar days; 3) five to ten years of employment – no less than 60 calendar days; 4) ten and more years of employment – no less than 90 calendar days. <p>Calculation (for EPL indicators): 9 months tenure -15 calendar days, 4 years tenure 30 calendar days, 20 years tenure 90 calendar days.</p>
4: Severance pay at different tenure durations (a)	<p>Upon termination of an employment contract due to lay-off, an employer shall pay an employee compensation in the amount of one month's average wage of the employee.</p> <p>Also an insurance benefit shall be paid by the Estonian Unemployment Insurance Fund to an employee whose employment relationship with an employer or to an official whose employment in the service has lasted for:</p> <ol style="list-style-type: none"> 1) five to ten years - in the amount of one month's average salary or wage; 2) over ten years - in the amount of two months' average salary or wage. <p>Calculation (for EPL indicators): average of layoff and personal reasons: 9 months – 0.5 months; 4 years – 0.5 months; 20 years – 0.5 month</p>

5: Definition of unfair dismissal (b)	<p>Fair: An employer may extraordinarily terminate an employment contract with good reason arising from the employee as a result of which, upon respecting mutual interests, the continuation of the employment relationship cannot be expected, especially if the employee has:</p> <p>1) for a long time been unable to perform his or her duties due to his or her state of health which does not allow for the continuation of the employment relationship (decrease in capacity for work due to state of health). A decrease in capacity for work due to state of health is presumed if the employee's state of health does not allow for the performance of duties over four months; 2) for a long time been unable to perform his or her duties due to his or her insufficient work skills, non-suitability for the position or inadaptability, which does not allow for the continuation of the employment relationship (decrease in capacity for work); 3) in spite of a warning, disregarded the employer's reasonable instructions or breached his or her duties; 4) in spite of the employer's warning been at work in a state of intoxication; 5) committed a theft, fraud or another act bringing about the loss of the employer's trust in the employee; 6) brought about a third party's distrust in the employer; 7) wrongfully and to a significant extent damaged the employer's property or caused a threat of such damage; 8) violated the obligation of maintaining confidentiality or restriction of trade.</p> <p>Before termination of an employment contract, in particular on the basis specified in cases 1) and 2), the employer shall offer other work to the employee, where possible. The employer shall offer other work to the employee, including organise, if necessary, the employee's in-service training, adapt the workplace or change the employee's working conditions if the changes do not cause disproportionately high costs for the employer and the offering of other work may, considering the circumstances, be reasonably expected. An employer may cancel an employment contract due to a breach of an employee's obligation or decrease in his or her capacity for work. An employer may also extraordinarily cancel an employment contract if the continuation of the employment relationship on the agreed conditions becomes impossible due to a decrease in the work volume or reorganisation of work or other cessation of work (lay-off).</p>
6: Length of trial period (c)	<p>A probationary period shall not exceed 4 months.</p> <p>In the case of the employment contract entered into for a specified term of up to eight months the probationary period may not be longer than half of the contract term.</p>
7: Compensation following unfair dismissal (d)	<p>Employer shall pay employee compensation in the amount of three months' average wages of the employee. In the case of an employee who is pregnant, who has the right to pregnancy and maternity leave or who has been elected employees' representative, the employer shall pay the employee compensation in the amount of six months' average wages of the employee. The court or labour dispute committee may change the amount of the compensation, considering the circumstances of the termination of the employment contract and the interests of both parties.</p>
8: Reinstatement option for the employee following unfair dismissal (b)	<p>Reinstatement is possible if both parties agree to that. If the employer is not agreeing to this, the reinstatement is possible if, at the time of the termination, the employee is pregnant or has the right to pregnancy or maternity leave or has been elected employees' representative, unless it is reasonably not possible considering mutual interests (Art. 107 ECA).</p>
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	<p>An action with the court or an application filed with a labour dispute committee for establishment of nullity of termination shall be filed within 30 calendar days as of the receipt of the declaration of termination.</p>
10: Valid cases for use of standard fixed term contracts	<p>An employment contract may be entered into for a specified term of up to five years if it is justified by good reasons arising from the temporary fixed-term characteristics of the work, especially a temporary increase in work volume or performance of seasonal work.</p> <p>There are some additional valid cases for use of fixed-term contracts for example the director of a state museum, members of the teaching staff or research staff of a university, etc.</p>
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	<p>If an employee and employer have on more than two consecutive occasions entered into an employment contract for a specified term for the performance of similar work or extended the contract entered into for a specified term more than once in five years, the employment relationship shall be deemed to have been entered into for an unspecified term from the start. Entry into employment contracts for a specified term shall be deemed consecutive if the time between the expiry of one employment contract and entry into the next employment contract does not exceed two months.</p>
12: Maximum cumulated duration of successive standard FTCs	<p>120 months</p>
13: Types of work for which temporary work agency (TWA) employment is legal	<p>If fixed-term duties are performed by way of temporary agency work, an employment contract may be entered into for a specified term also if it is justified by the temporary characteristics of the work in a user undertaking.</p>

14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	If duties are performed by way of temporary agency work, the restriction on consecutive entry into or extension of an employment contract for a specified term mentioned in item 11 shall be applied to every user undertaking separately.
15: Maximum cumulated duration of TWA assignments (f)	The restriction on consecutive entry into or extension of an employment contract for a specified term mentioned in items 11 and 12 shall be applied to every user undertaking separately. By contrast, there is no limit on regulations on number and duration of the contracts between the TWA and the employee.
16: Does the set-up of a TWA require authorisation or reporting obligations?	Temporary agency work services may be provided by a legal person in private law who has been registered as an intermediary of temporary agency work in the register of economic activities.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	There is no legislation stipulating equal treatment specifically for TWA workers. However, the Employment Contracts Act prohibits applying to employees who have fixed-term contracts less favourable conditions than those applied to regular workers, except when justified by objective reasons deriving from legislation or collective agreements.
18: Definition of collective dismissal (b)	Redundancy within 30 days if: (1) an employer who employed up to 19 employees terminates the employment contracts of at least 5 employees; (2) an employer who employs 20-99 employees terminates the employment contracts of at least 10 employees; (3) an employer who employs 100-299 employees terminates the employment contracts of at least 10% of employees; (4) an employer who employs at least 300 employees terminates the employment contracts of at least 30 employees.
19: Additional notification requirements in cases of collective dismissal (g)	Before an employer decides on collective termination he or she shall consult in good time the trustee / shop steward or, in his or her absence, employees with the goal of reaching an agreement on prevention of the planned terminations or reduction of the number thereof and mitigation of the consequences of the terminations, including re-employment assistance or re-training of the employees to be laid off. After consultations an employer shall submit in writing the information about collective terminations and consultations to the Estonian Unemployment Insurance Fund. Calculation (for EPL indicators): 2 minus the notification requirements required for individual dismissals (counted for 0.5 in Item 1)
20: Additional delays involved in cases of collective dismissal (h)	Collective termination of employment contracts enters into force upon the expiry of the term for advance notice of termination, but no sooner than 30 calendar days after the time when the Estonian Unemployment Insurance Fund received the information. Given average notice period this does not imply additional constraints. However, consultation with unions, for up to 15 days, must be undertaken before notifying the Estonian Unemployment Insurance Fund. The Estonian Unemployment Insurance Fund may extend the term up to 60 calendar days if it finds that it cannot resolve the employment problems relating to the collective termination within 30 calendar days. Calculation: 15 days for consultation + 30 for Fund notification minus average values reported in Items 2 (4 days) and 3 (1 month) = 11 days
21: Other special costs to employers in case of collective dismissals (i)	No additional requirements.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.

b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.

c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.

d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL



Estonia

indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.

e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.

f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.

g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).

h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).

i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

FINLAND

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>Personal reasons: Statement of reasons and information on appeals procedures given to the employee upon request. Before the employment relationship can be ended, the employer is required by the law to give an opportunity to the employee to be heard concerning the grounds of dismissal. Advance discussion with employee and trade union if requested by employee.</p> <p>Lack of work: In companies with 20 or more employees, notification to employment office and trade union representatives and consultation on reasons and ways to avoid lay-off; in companies with less than 20 employees, only notification to the employment office.</p> <p>Calculation (for EPL indicators): average of the two situations: 1.5 for personal reasons because third party notification upon request; 2 for lack of work</p>
2: Delay involved before notice can start	<p>Personal reasons: Notice orally or in writing. If notice sent by letter, it is then deemed to have been received by the recipient at the latest on the seventh day after the notice was sent (Chapter 9, Sec. 4, Employment Contract Act, Työsopimuslaki). Before the employment relationship can be ended, the employer is required by the law to give an opportunity to the employee to be heard concerning the grounds of dismissal. Advance discussion with the employee and trade union if requested by the employee.</p> <p>Lack of work: In companies with 20 or more employees: prior to notice, invitation to consultation, 5 day delay, then consultation for 14 days, then notice orally or in writing. In companies with less than 20 employees: notice orally or in writing.</p> <p>Calculation (for EPL indicators): average of personal reasons $(6+(1+7))/2=10$ days) and lack of work $(1+5+14+1 = 21 \text{ days}) = (10+21)/2 = 15.5$</p>
3: Length of notice period at different tenure durations (a)	<p>All workers: 14d<=1y, 1m<=4y, 2m<=8y, 4m<=12y, 6m>12y.</p> <p>Calculation (for EPL indicators): 9 months tenure: 14 days, 4 years tenure: 1 months, 20 years tenure: 6 months.</p>
4: Severance pay at different tenure durations (a)	<p>All workers: None.</p>
5: Definition of unfair dismissal (b)	<p>Fair: Dismissals are justified for "specific serious reasons", including personal characteristics and urgent business needs.</p> <p>Unfair: Dismissals for an employee's illness, participation in a strike, union activities and political or religious views.</p> <p>Dismissals for economic and personal reasons are valid only if employees cannot be reasonably, in view of their skills and abilities, transferred or retrained.</p> <p>Economic reasons is not a ground for dismissal if the employer, either before giving notice or soon after the employment contract has been terminated, hires a new employee for tasks similar to those performed by the dismissed employee (Chapter 7, Sec. 3, employment Contracts Act).</p>
6: Length of trial period (c)	<p>4 months (all workers)</p>
7: Compensation following unfair dismissal (d)	<p>Compensation between 3 and 24 months. The following factors must be taken into account when determining the amount of compensation: estimated time without employment, estimated loss of earnings, duration of the employment relationship, and degree of guilt found on the side of employer. The highest compensations are used only in cases of gross injustice.</p> <p>Calculation (for EPL indicators): Typical compensation at 20 years tenure (all workers): 14 months.</p>
8: Reinstatement option for the employee following unfair dismissal (b)	<p>No reinstatement.</p>
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	<p>After the termination of employment the claim for compensation based on unfairness of the dismissal must be filed within 2 years</p>
10: Valid cases for use of standard fixed term contracts	<p>Permitted for temporary replacements, traineeship, and special business needs (unstable nature of service activity, etc.). At the request of the employee, the employment contract can always be concluded for a fixed term, and the contract is binding upon the employer and the employee.</p>

11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	In the case of successive contracts, justification of limitation of contract subject to court examination.
12: Maximum cumulated duration of successive standard FTCs	No limit
13: Types of work for which temporary work agency (TWA) employment is legal	General, but there are restrictions in several collective agreements as far as the use of TWA employment by the user company. The type of restrictions and their substance vary from one collective agreement to another. The most common ones restrict the use TWA employees for a limited time and for limited tasks.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No for assignments. For contracts: same restrictions as for fixed-term contracts if the contract between the agency and the worker is fixed-term. It is not possible to use fixed-term TWA contracts when the agency has a permanent need of labour.
15: Maximum cumulated duration of TWA assignments (f)	Restrictions on the length of assignments in certain collective agreements. No limit for contracts, if the latter are open-ended.
16: Does the set-up of a TWA require authorisation or reporting obligations?	No
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Yes, equal treatment regarding pay and working conditions
18: Definition of collective dismissal (b)	>9 workers in firms >20 employees, in case of dismissal for financial or production-related reasons.
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Consultation with trade union or personnel representatives. Notification of public authorities: Notification to local employment office.
20: Additional delays involved in cases of collective dismissal (h)	When an employer with more than 30 employees is considering laying off at least 10 employees, the mandatory period for negotiating with employees or their representatives is extended from 14 days to six weeks.
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on alternatives to redundancy and ways to mitigate the effects. Selection criteria: As laid down in collective agreements, selection procedure usually takes account of seniority, family circumstances and the retention of skilled personnel. Severance pay: No legal requirements.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

FRANCE

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>Any employer who plans to terminate an open-ended employment contract must follow a strict procedure for the dismissal of an employee on personal or economic grounds:</p> <p>Dismissal on personal grounds:</p> <ul style="list-style-type: none"> - before any decision is taken, summon the employee to a preliminary meeting by registered letter or by letter delivered personally with acknowledgment of receipt. - draft and send a dismissal letter to the employee. - comply with a notice period. <p>Dismissal on economic grounds:</p> <ul style="list-style-type: none"> - before any decision is taken, summon the employee to a preliminary meeting by registered letter or by letter delivered personally with acknowledgment of receipt. - draft and send a redundancy letter to the employee: redundancy notification must be sent by registered letter with acknowledgment of receipt. - comply with a notice period. - Within 8 days of the redundancy notification, inform the <i>Direction régionale des entreprises, de la concurrence, de la consommation, du travail et de l'emploi</i> (DIRECCTE). <p>Other specific procedures must be complied with in the event of the planned dismissal of a protected employee. These include consultation with the works council and obtaining the authorisation of the labour inspector (<i>inspecteur du travail</i>).</p>
2: Delay involved before notice can start	<p>Personal grounds: Minimum delay to be respected between receipt of the letter summoning the employee to the preliminary meeting (minimum 5 working days); delay of not less than two working days after the scheduled date for the preliminary meeting; thereafter, the date of receipt of the registered letter notifying the employee of dismissal dictates the start of the notice period (3 days).</p> <p>Economic grounds: Minimum delay to be respected between receipt of the letter summoning the employee to the preliminary meeting (minimum 5 working days); delay of 7 days between the preliminary meeting and the date of receipt of the registered letter notifying the employee of dismissal (2 weeks for managers); thereafter, the written notification of dismissal marks the beginning of the notice period.</p> <p>Calculation (for EPL indicators): average for personal grounds (1+5+2+3) and economic grounds (average for managers and non-managers): (1+5+(7+15)/2+3)</p>
3: Length of notice period at different tenure durations (a)	<p>Less than 6 months' tenure: no legal minimum notice period; 6 months' to 2 years' tenure: 1 month; over 2 years' tenure: 2 months (collective agreements may provide for longer notice periods or more favourable tenure conditions. They usually make a distinction between notice periods for managers and non-management staff).</p> <p>Calculation (for EPL indicators): All employees: 9 months' tenure: 1 month, 4 years' tenure: 2 months, 20 years' tenure: 2 months.</p>
4: Severance pay at different tenure durations (a)	<p>Severance pay is paid only to staff with at least one year of tenure.</p> <p>All employees: 1/5th of monthly salary per year of tenure, plus an additional 2/15th after ten years' tenure.</p> <p>Calculation (for EPL indicators): 9 months' tenure: 0; 4 years' tenure: 0.8 months; 20 years' tenure: 5.4 months.</p>

<p>5: Definition of unfair dismissal (b)</p>	<p>Fair: There must be real and serious grounds for a dismissal to be deemed fair. Grounds may be personal or economic.</p> <p><u>Dismissal on personal grounds:</u> the employer must justify grounds that are valid and related to the individual in order to proceed with dismissal. These may include professional misconduct, incompetence, inaptitude, etc.</p> <p><u>Dismissal on economic grounds:</u> the employer must justify economic grounds in order to dismiss an employee. Dismissal on economic grounds is taken as dismissal on grounds that are not personal and related to the employee as a result of reorganisation, employment reduction or a modification, refused by the employee, of an essential provision in the employment contract, as a result of economic difficulties or technological developments. Dismissal of an employee on economic grounds can be contemplated only once all efforts have been made with regard to retraining and if the employee cannot be reassigned within the firm or the enterprises of the group to which the firm in question belongs (Art. L1233-4 French Labour Code)</p> <p>Unfair: An <u>unfair dismissal</u> is a dismissal that is not based on real and serious grounds. For example, for a dismissal claimed to be on economic grounds, the sole aim of saving money or boosting the firm's profits cannot be used as an argument to define economic difficulties. The following conditions may not be used to justify dismissal on economic grounds: economic difficulties when there is a marked increase in sales and when the dismissal is designed to boost profitability at the expense of stable employment.</p> <p>Void: A <u>void dismissal</u>: dismissal for reasons with regard to the employee's private life, based on discriminatory grounds or as a result of psychological or sexual harassment.</p>
<p>6: Length of trial period (c)</p>	<p>Pursuant to Article L1221-19 of the French Labour Code, "the maximum duration of trial periods in relation to open-ended employment contracts are as follows: (1) two months for blue collar and white collar workers; (2) three months for supervisors and technicians; (3) four months for managers". The trial period may be renewed once if expressly provided for under the applicable branch-level collective bargaining agreement. This agreement stipulates the conditions and durations of renewals (Art. L1221-19 French Labour Code). Longer durations are possible if provided for under an extended branch-level collective bargaining agreement.</p> <p>Most collective bargaining agreements provide for trial periods of between 2 and 3 months for blue collar and white collar workers, and between 4 and 6 months for managers, including any renewal. A written agreement must be drawn up between the parties and is usually required for any renewal of the trial period.</p> <p>Calculation (for EPL indicators): average trial periods for blue collar/white collar workers and managers: $[(2+3)/2 + (4+6)/2]/2 = 3.75 \text{ months.}$</p>
<p>7: Compensation following unfair dismissal (d)</p>	<p>In addition to severance pay, compensation equivalent to a minimum of 6 months' salary (as a general rule, 12 to 24 months, and sometimes more) is paid to workers with at least 2 years' continuous service in an enterprise with more than 11 employees. For workers with less than 2 years' continuous service, and/or who work in an enterprise with fewer than 11 employees, the courts may order payment of compensation for the damages suffered, but no minimum amount is provided for in law.</p> <p>Calculation (for EPL indicators): Typical compensation for 20 years' tenure: 16 months' salary.</p>
<p>8: Reinstatement option for the employee following unfair dismissal (b)</p>	<p>If the court rules that the dismissal is unfair, it may order the reinstatement of the employee upon the latter's request. However, if the employer refuses, reinstatement does not occur and the worker is awarded compensation.</p> <p>In cases of dismissal on economic grounds, for a redundancy plan concerning at least 10 employees in the same period of 30 days (Art. L1235-10 French Labour Code), the absence (or insufficiency) of the redeployment scheme (integrated into the employment preservation plan) may entail the nullity of the redundancy procedure; as a result, if the judge orders the reinstatement of the employee upon his/her request, the employer cannot refuse.</p> <p>In cases of dismissal on personal grounds, if a redundancy is declared void on grounds of discrimination, reinstatement is legally binding and the employee is considered to have never ceased exercising his/her duties.</p>

<p>9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)</p>	<p>As a general rule, the time limit for making a claim of unfair dismissal is the same as the general statute of limitation provided for under ordinary law, <i>i.e.</i> 5 years.</p> <p>More specifically, as regards dismissal on economic grounds, the time limit for making a claim for unfair dismissal is 12 months in the event of claims likely to entail the nullity of the collective redundancy plan on economic grounds, because of the absence or insufficiency of an employment preservation plan (<i>Plan de Sauvegarde de l'Emploi</i>), <i>i.e.</i> a collective redundancy plan containing measures aimed at limiting the number of redundancies. This duration applies only to situations in which dismissal on economic grounds may be declared void, <i>i.e.</i> because of the absence or insufficiency of an employment preservation plan and under no circumstances to situations in which the employer faces only the payment of compensation for an abuse of rights (no economic grounds given, failure to reassign staff, failure to comply with procedure, etc.). In all other cases, the time limit for making a claim of unfair dismissal is the same as the general period of limitation provided for under ordinary law, <i>i.e.</i> 5 years.</p>
<p>10: Valid cases for use of standard fixed term contracts</p>	<p>A fixed-term contract (FTC), whatever its grounds, cannot be used on a long-term basis to fill jobs that are related to the company's regular and permanent business.</p> <p>In principle, a fixed-term contract may be entered into only for a specified and temporary assignment.</p> <p>Valid cases for use of fixed-term contracts:</p> <ul style="list-style-type: none"> - Replacement of a salaried employee: A fixed-term contract may be used to replace temporarily absent employees or if a contract is suspended (due to illness, maternity leave, paid holiday leave, parental leave, etc.); if the employee has shifted temporarily to part-time work (parental leave, leave of absence to set up or take over a business, etc.); or, if the employee has left the company, until his/her post is suppressed. - Replacement of a non-salaried worker: A fixed-term contract may be used to replace a company owner, a person exercising a liberal profession or a farm manager. An absent spouse may also be replaced when s/he plays an active role in the business or farm. - Temporary increase in workload: A fixed-term contract may also be used in the event of a temporary increase in the company's workload. However, in the 6 months following a redundancy on economic grounds, it is possible to use a fixed-term contract for jobs concerned by the redundancy only if the fixed-term contracts are for no more than 3 months and cannot be renewed, or in the event of exceptional export orders that require the deployment of more significant qualitative or quantitative resources than the enterprise usually requires, subject to informing and consulting with the staff representatives. - Delay before a new employee can begin employment on an open-ended contract: the post-holder must be recruited but is unable to start work immediately. - Seasonal employment - Jobs for which the use of fixed-term contracts is common practice: the business sectors are set out by decree or are covered by extended collective bargaining agreements. They include the entertainment industry, hotels, restaurants and catering, holiday and leisure centres, forestry operations, among others.
<p>11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)</p>	<p>FTCs may be renewed under certain conditions. This is done by extending the initial contract; not by entering into a new contract.</p> <p>The fixed-term contract may be renewed once if this is provided for in the terms of the contract or in an amendment in the form of a supplementary agreement that is submitted to the employee before the end of the contract and if the total duration of the contract, taking into account the renewal, does not exceed the maximum allowed duration (variable according to the grounds for the use of a fixed-term contract).</p> <p>Successive fixed-term contracts may be entered into with the same employee in the following cases:</p> <ul style="list-style-type: none"> - to replace an employee who is absent or whose employment contract has been suspended; - in the event of seasonal work or cases in which the use of open-ended contracts is not common practice; - to replace a company owner or farm manager. <p>Except as otherwise provided for, when a fixed-term contract terminates, a new fixed-term contract may not be entered into <i>for the same post</i> before the expiry of a specific deadline known as a grace period (<i>periode de carence</i>). The grace period is equivalent to: either one third of the duration of the fixed-term contract (if the duration of the contract, renewal included, is at least 2 weeks), or half the duration of the fixed-term contract (if the duration of the contract, renewal included, is less than 2 weeks).</p> <p>Estimated number: 2</p>
<p>12: Maximum cumulated duration of successive standard FTCs</p>	<p>The maximum cumulated duration of FTCs depends on the reasons for using such contracts. But, in principle, the maximum duration is 18 months, although this can vary from 9 months (while awaiting the arrival in the enterprise of an employee recruited on an open-ended contract) to 24 months (permanent abolition of a post, overseas mission or exceptional export order).</p>

13: Types of work for which temporary work agency (TWA) employment is legal	Use of TWA employment is restricted to "objective" cases, as for FTCs (temporary work assignments may not be used on the grounds of a temporary increase in the company's workload for a position that has been subject to a redundancy on economic grounds until 6 months have elapsed).
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	Yes. A new contract/assignment for the same position may start only after the expiry of a delay equivalent to one third of the duration of the initial contract.
15: Maximum cumulated duration of TWA assignments (f)	Each assignment gives rise to the conclusion of: (1) a service contract between the TWA and the user (client) firm; and (2) an employment contract known as the "assignment contract" between the temporary worker and the employer, <i>i.e.</i> the temporary work agency (Article L1251-1, French Labour Code). The duration of the assignment with the user firm (<i>i.e.</i> the enterprise to which the temporary worker is assigned) is subject to the same rules as those governing fixed-term contracts.
16: Does the set-up of a TWA require authorisation or reporting obligations?	Yes. Specific administrative authorisation is required.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Equal treatment in terms of remuneration and other working conditions.
18: Definition of collective dismissal (b)	Collective dismissal is defined as the termination of the employment contracts of a number of employees as a result of redundancies on economic grounds. Regulations provide for different arrangements and procedures according to the number of employees concerned (fewer than 10 or 10 or more) by this measure at the same time. For cases of 10 or more dismissals in a given period of 30 days, the employer must comply with significantly more obligations.
19: Additional notification requirements in cases of collective dismissal (g)	The procedure for dismissal on economic grounds varies according to the number of employees concerned. For the dismissal of at least 10 employees in a given period of 30 days, the employer must comply with specific procedural rules to notify, inform and consult with staff representatives, hold preliminary interviews and inform the administrative authorities (<i>Direction régionale des entreprises, de la concurrence, de la consommation, du travail et de l'emploi</i> - DIRECCTE). Notification of staff representatives: Informing and consulting with staff representatives. Notification of the public authorities: informing the administrative authorities (<i>Direction régionale des entreprises, de la concurrence, de la consommation, du travail et de l'emploi</i> (DIRECCTE)).
20: Additional delays involved in cases of collective dismissal (h)	The procedure varies according to the number of employees concerned, the size of the enterprise and the presence (or not) of staff representative bodies. - collective dismissal of 10 or more workers in a firm with fewer than 50 employees and which has staff representatives: notification to the administrative authority not before the day following the first meeting of the staff representatives, then notification of dismissal by registered letter 30 days after notification is given to the administrative authorities = 1+30+3=34 days) - collective dismissal of 10 or more workers in a firm with 50 or more employees and which has a works council or staff representatives but where an auditor is not designated: notification to the administrative authority not before the day following the first meeting of the staff representatives, then notification of dismissal by registered letter 30-60 days after notification is given to the administrative authorities = 1+45+3= 49 days. - collective dismissal of 10 or more workers in a firm with 50 or more employees and which has a works council or staff representatives and where an auditor is designated: notification to the administrative authority not before the day following the first meeting of the staff representatives, then notification of dismissal by registered letter 44-74 days after notification is given to the administrative authorities = 1+59+3= 63 days. Calculation (for EPL indicators): 39.5 days <i>i.e.</i> [(49+63)/2] – 15.5 days for individual dismissal.

<p>21: Other special costs to employers in case of collective dismissals (i)</p>	<p>When the dismissal concerns at least 10 workers in a 30-day period in an enterprise with at least 50 employees, the employer must put in place an employment preservation plan (<i>plan de sauvegarde de l'emploi – PSE</i>) which includes a number of measures aimed at limiting the number of redundancies and encouraging the reassignment of the workers who are laid off. The absence (or insufficiency) of the redeployment scheme (integrated into the employment preservation plan) may entail the nullity of the redundancy procedure; as a result, if the judge orders the reinstatement of the employee upon his/her request, the employer cannot refuse. The plan may include measures:</p> <ul style="list-style-type: none"> - for the internal reassignment of employees – creation of new tasks within the enterprise; - for the redeployment of employees outside the enterprise, particularly by supporting growth in the local employment area; - for lending support to the creation or takeover of businesses; - for reducing or reorganising working hours. <p>A certain number of measures are designed to spur growth in the employment areas where enterprises that are dismissing employees on economic grounds are located. These measures are applied differently, depending on whether the enterprise concerned is or is not required to offer redeployment leave. Measures to spur growth in employment areas are decided after consultations with the local authorities, chambers of commerce and the social partners from the regional interbranch joint committee (<i>commission paritaire interprofessionnelle régionale</i>).</p> <p>Severance pay: no specific measures for collective dismissals.</p>
---	--

Legend: d: days; w: weeks; m: months; y: years. For example “1m < 3y” means “1 month of notice (or severance) pay is required when length of service is below 3 years”.

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

GERMANY

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Legal requirement for notification to employee to be in writing, after oral or written warnings to employee in case of dismissal for lack of performance. Previous notification of planned dismissal, including reasons for termination, to works council (if one exists - works councils covered 47% of employees in 2004 - source EIRO) is necessary. Works council can make a statement within 1 week. In case of notice given despite works council objection and subsequent law suit, dismissal has to wait for decision by Labour Court. Special cases: notice to a disabled person requires prior consent of public authorities (Integrationsamt); notice to a pregnant woman and until 4 months after delivery requires prior consent of public authorities (Behörde für Arbeitsschutz)
2: Delay involved before notice can start	Before notification, the employer must wait 1 week so that works council can make a statement. Notice can then be served, but takes effect either on the 1 st or on the 15 th day of the month. Calculation: 16 days (1 day for notification of works council + 7 days for statement + 1 day for notification of employee + 7 days on average for 1st/15th of month) Establishments employing 10 or fewer employees are exempted from these provisions.
3: Length of notice period at different tenure durations (a)	All workers: 2w in trial period, 4w<2y, 1m<5y, 2m<8y, 3m<10y, 4m<12y, 5m<15y, 6m<20y, 7m>20y. (Notice periods >4w only apply to workers above 25 years of age.) Calculation (for EPL indicators): 9 months tenure: 4 weeks, 4 years tenure: 1 month, 20 years tenure: 7 months.
4: Severance pay at different tenure durations (a)	Personal reasons: there is no right to severance pay in cases of dismissal for personal reasons, although severance pay may be provided through collective agreements or social plans. Operational reasons: If a dismissal is based on business needs or compelling operational reasons, the employee has a right to a severance payment if he does not bring his case to the court within 3 weeks. The right is only given if the employer points out in the notice that the dismissal is caused by business needs or urgent operational reasons and that the employee has a right to severance payment if he accepts the dismissal. The amount of the severance payment is a half month pay for each year of tenure. Calculation: average of personal reasons (0 months) and operational reasons. In the latter case, average of the situation in which the case is not brought to court (9 months tenure: 3/8 months; 4 years tenure: 2 months; 20 years tenure: 10 months) and is brought to court (0 months). No severance pay in establishments employing 10 or fewer employees.
5: Definition of unfair dismissal (b)	Fair: Dismissals based on factors inherent in the personal characteristics or behaviour of the employee (such as insufficient skill or capability), or business needs and compelling operational reasons. Unfair: Dismissals where the employee can be retained in another capacity within the same establishment or enterprise, and redundancy dismissals where due account has not been taken of "social considerations" (e.g. seniority, age, alimony). Rehabilitation must already have been attempted before dismissal, or the dismissal is considered unfair. Establishments employing 10 or fewer employees are exempt from regular employment protection legislation. Special protection is still provided to protect employees against discriminatory dismissal and arbitrary dismissal.
6: Length of trial period (c)	6 months (all workers)
7: Compensation following unfair dismissal (d)	Compensation of up to 12 months, depending on length of service (15 months if aged over 50 and tenure >15 years, 18 months if aged over 55 and tenure > 20). Compensation must be requested for by employee or employer during court action; continuation of employment must be unreasonable for one of the parties. In some cases, additional liability for wages from the expiry date of the notice to the conclusion of the court hearing. Calculation (for EPL indicators): Typical compensation at 20 years tenure (all workers): 18 months minus the average severance pay reported in Item 4
8: Reinstatement option for the employee following unfair dismissal (b)	A reinstatement order is possible, although rarely taken up by the employee concerned. However, courts can dissolve the employment relationship upon request of either party when continuation of employment is no longer possible even when the dismissal is found to be unfair. In such cases, the Court awards compensation. The evidence on court rulings suggests that, in practice, this often occurs.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	3 weeks

10: Valid cases for use of standard fixed term contracts	Fixed-term contracts without specifying an objective reason are possible up to 2 years or up to 4 years if an employer launches a new business. Exception: with employees over 52 years of age and unemployed for more than 4 months or participating in a public employment measure for more than 4 months, fixed-term contracts are possible without any restrictions.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	4 , up to an entire length of 2 years. Exception: employees who are older than 52 when beginning the employment. Objective reason: Successive fixed-term contracts with objective reason are possible without any restrictions, but there must be an objective reason for each successive contract.
12: Maximum cumulated duration of successive standard FTCs	24 months (No legal limit in case of objective reason). Exceptions: launching a new business: 48 months, older unemployed (see above): 60 months Calculation (for EPL indicators): average of 24 and 48 months.
13: Types of work for which temporary work agency (TWA) employment is legal	General, with exception of construction industry. In the construction industry the law does not prohibit the use of TWA employment if there is a universally-binding collective agreement allowing its use, which in January 2013 was not the case.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No for assignments Yes for contracts between the agency and the worker (see fixed term contracts - item 10)
15: Maximum cumulated duration of TWA assignments (f)	No legal limit for assignments. However, limits can be set by collective agreements. The collective labour agreement of the metalworking sector limits, with few exceptions, the maximum length of assignments in the metalworking sector to 24 months. Contracts between the agency and the worker can be open-ended.
16: Does the set-up of a TWA require authorisation or reporting obligations?	TWA needs permission by labour authority and needs to report regularly.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Equal treatment on pay and conditions, but the principle of equal treatment can be waived as far as the employees are protected by applicable collective agreements. Collective agreements in the metalworking sector and the chemical industry guarantee workers a percentage of pay supplements received by regular employees in the user firm, and this percentage rises with job tenure.
18: Definition of collective dismissal (b)	Within 30 days, >5 dismissals in firms 21-59 employees; 10% or > 25 dismissals in firms 60-499; >30 dismissals in firms > 500 employees. Firms with 20 employees or less are exempt from requirements for collective dismissals.
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Consultation with Works Council. Notification of public authorities: Notification of local employment office.
20: Additional delays involved in cases of collective dismissal (h)	Minimum 2 weeks negotiation with works council before notification to PES. 1 month delay after notice to PES (which can be extended to two months), but procedures for individual notification (cf. items 2 and 3) can be implemented simultaneously to notification to PES (§17 Kündigungsschutzgesetz).
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on alternatives to redundancy and ways to mitigate the effects; social plan to be set up in conjunction with Works Council, regulating selection standards, transfers, lump-sum payments, early retirement etc. Selection criteria: Social as well as economic considerations can enter the selection criteria, e.g. labour market prospects of concerned employees and economic viability of the company. Severance pay: No legal requirements, but the social plan usually includes termination payments for affected employees. Very often a termination payment is calculated using the formula Tenure x Monthly wage x Factor, where the factor varies between 0.5 and 1.5 and tends, therefore, to be greater than what reported in Item 4.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL

indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.

e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.

f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.

g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).

h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).

i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

GREECE

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Written notice to employee, plus additional notification to OAED local office (public employment service). Previous warning in case of dismissal for poor performance may be advisable.
2: Delay involved before notice can start	Letter sent by mail or handed directly to the employee. Previous warning in case of dismissal for poor performance may be advisable. In the case of termination of a private sector employee's open-ended employment contract, having lasted more than twelve (12) months, the notice period comes into effect from the day following its notification to the employee. Calculation (for EPL indicators): average of personal and economic reasons. Advisable previous warning (conventionally evaluated at 6 days) counting for half weight (3 days) in the case of personal reasons.
3: Length of notice period at different tenure durations (a)	Blue collar: None. White collar: The employer can choose whether to provide advance notice for termination of employment or not. If the employer does not make prior notification, severance pay is higher (see below). If notice periods are respected, notice period must be (according to the Law): 0<1y, 1m<2y, 2m<5y, 3m<10y, 4m≥20y. Calculation (for EPL indicators): average of blue and white collar notice periods, assuming that prior notification is given for white collars as this is less costly for the employer in most situations: 9 months tenure: 0, 4 years tenure: 1 month, 20 years tenure: 2 months.
4: Severance pay at different tenure durations (a)	Blue collar: 0<1y, 7d<2y, 15d<5y, 30d<10y, 60d<15y, 100d<20y, 120d<25y, 145d<30y, 165d≥30. White collar: Half of the severance pay is waived if notice period is respected; otherwise, severance pay according to the following schedule: 0<1y, 2m<4y, 3m<6y, 4m<8y, 5m<10y, plus 1m per additional year of service, up to 12m for tenure duration of 16y and more. For the calculation, monthly wages capped at 8 times the daily wage of unskilled workers multiplied by 30. More generous severance pay for those who had at least 17 years of job tenure on 12-11-2012. Calculations (for EPL indicators): Blue collar: 9 months tenure: 0 days, 4 years tenure: 15 days, 20 years tenure: 4 months. White collar: 9 months tenure: 0 days, 4 years tenure: 1.5 months, 20 years tenure: 6 months. (Calculated assuming that notice is given). Value calculated as average of blue and white collars
5: Definition of unfair dismissal (b)	The termination of an employment contracts according to Greek law is a unilateral, non-causative legal act, except for those cases stipulated otherwise by law (e.g. dismissal of employee representatives, recent mothers, or for reasons of pregnancy or discrimination), according to Law 2112/1920, Law 3198/1955 and Civil Code article 669/para2. The definition of fair or unfair (abusive) dismissal is based on case law. Generally, dismissals for non-performance of business needs are considered fair. However, a dismissal can be qualified as unfair and thus void following article 281 of Civil Code, which prevents the exercise of a right where it manifestly exceeds the bounds of good faith, morality or the social or economic purpose of that right (for example, contract termination by the employer on grounds of empathy, hatred or enmity or a revenge). According to case law, a dismissal which is not justified by the well-meant interests of the employer (i.e. reasons attributable to the dismissed employee such as incompetence, or economic reasons) is void.
6: Length of trial period (c)	Law 3899/2010 (art.17, para5) establishes the probationary period to be 12 months unless the Parties decide differently. However, as regards unfair dismissals based on the abuse of the employer's termination right, workers on probationary have essentially the same rights as regular workers with more than 1 year of tenure.
7: Compensation following unfair dismissal (d)	Compensation through regular severance pay, plus a sum equal to earnings between the dismissal and the legal settlement of the case. According to case law, any dismissal not justified by the employer's legitimate business interests is deemed to constitute unfair dismissal and is rendered null and void. The consequence of nullity in cases of unfair dismissal is that the contract of employment is deemed to have continued to exist without interruption (hence, in a strict sense, no legal order of reinstatement is necessary) and the employer is obliged to pay the employee the remuneration due for the whole of the intervening period since the date of the nullified termination. In the case the court rules that termination is null and void, the employer is liable to pay the employee compensation. No data is available for regular compensation in such cases and for 20 years of service (tenure).

8: Reinstatement option for the employee following unfair dismissal (b)	Frequent reinstatement orders, accompanied by indemnity for the period of time between notice of termination and court ruling. No reinstatement if severance pay has been requested.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	Three months.
10: Valid cases for use of standard fixed term contracts	No specific reason is required to be mentioned for the validity of a fixed-term contract. Fixed-term contracts are regulated by the Civil Code. In any case, in cases that an employee with a fixed-term contract or its renewals covers fixed or permanent needs of an enterprise, then a contract for an indefinite period is presumed (Law 2112/1920). Calculation (for EPL indicators): A value of 1 is attributed because specific time-limited situations (e.g. launching a new firm) can be easily qualified as non-permanent needs of an enterprise.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	In the case that the total duration of successive employment contracts or relationships exceeds three years or the number of successive contracts or employment relationships within the same time span is bigger than three, then it is presumed that the employee is covering fixed, permanent needs of the enterprise, thus resulting in the conversion of such contracts into a contract or relationships of indefinite duration According to Law 3986/2011 (article 41), unlimited renewals of fixed-term contracts is permitted (without restrictions) if justified by an objective reason. In any case, the reasons justifying the renewal of the contract or employment relationship of a specified duration should be reported in the parties' agreement, to be concluded in writing, or arising directly from this.
12: Maximum cumulated duration of successive standard FTCs	Parties are free to stipulate the duration of the employment contract, provided however that there is an upper limit of 3 years total duration or up to three renewals within a 3-year period (Law 3986/2011-article 41). If no objective reason is given and provided that the duration of successive fixed-term contracts or employment relationships exceeds a total of three years, then it is presumed that these contracts are aimed at covering fixed and constant needs of the enterprise, resulting in the conversion of such contracts into an employment contract or relationships of indefinite term/ duration.
13: Types of work for which temporary work agency (TWA) employment is legal	TWA employment is generally allowed to cover temporary, seasonal or extra needs for employment in the user firm (indirect employer). Prohibition is provided a) when TWA employment substitutes employees on strike, b) when the indirect employer during the last 6 months has dismissed employees of the same occupational category for economic reasons or in the course of group dismissals, c) when the business of the indirect employer is in a state of clearance, d) when the employment by its nature exposes the employees to health and safety risks, e) when the employee is subject to the special provisions concerning the insurance of building workers
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No restriction in the number of renewals of assignments with the indirect employer (user firm).
15: Maximum cumulated duration of TWA assignments (f)	Law 4052/2012, article 117 provides that the duration of the placement of an employee with an indirect employer, which includes any renewals made in writing, shall not be greater than thirty-six (36) months.
16: Does the set-up of a TWA require authorisation or reporting obligations?	From 2/07/2011 and onwards, with the national law 3919/2011 regarding " <i>the principle of freedom in practicing professions and the abolishment of unjustified constraints in accessing and practicing a profession</i> " the administrative license that was issued for the operation of a TWA is abolished. In particular, the legislation regarding the Temporary Working Agencies was amended, in order to comply with the latter law, through Law 4052/2012 (1.3.2012) (articles 122-133). Nowadays, the service providers that wish to operate a Temporary Working Agency should notify the Directorate of Employment of Ministry of Labour and Social Security the "announcement of practicing the Temporary Working Agency's activity". Nonetheless, the applicant should prove that it fulfils the specific preconditions and rules of functioning. If the applicant does not meet the necessary criteria, the competent authority can ban the operation of the Temporary Working Agency within a three months period. Thus, under the spectrum of the new law, the administrative procedure of issuing the necessary license is abolished, even though the specific preconditions and rules of functioning are maintained in order to safeguard the public order, public security and the protection of service recipients. The TWA is still obliged to submit a report of activity (including in general elements of the contracted TWA work contracts) to the Ministry of Labour, Social Security and Welfare every six months. A copy of the report should also be submitted to the National Institute of Labour and Human Resources.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Law 3846/2010 amended Art.22 of Law 2956/2001 and included clear regulations for non-discrimination in employment terms, including payment, for the TWA employees working in the firm of the indirect employer.

18: Definition of collective dismissal (b)	Within a month, at least 7 employees in firms of 20-150 employees (at the beginning of the month) or 5% of the personnel and at least 31 employees in firms with more than 150 employees (at the beginning of the month) In any of the above cases, the dismissals of employees aged 55-64, cannot exceed 10% of the overall dismissals.
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Notification of reasons to employee representatives. Notification of public authorities: Notification to Prefect and Labour Inspection. If the enterprise has branches in different regions a notification is requested to the Ministry of Labor, Social Security and Welfare instead of the Prefect.
20: Additional delays involved in cases of collective dismissal (h)	If social partners agree the procedure ends and notice can be given after 10 days. If no agreement is reached, the Ministry can extend time for negotiation by another 20 days after request or can set its own terms. Calculation (for EPL indicators): 20 days on average minus delays reported in Item 2
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Negotiation with employee representatives on dismissal procedures. There is no legal requirement for a social plan, but implementing it would reduce the risk that the redundancies be considered abusive by the court. Selection criteria: The dismissals of employees aged 55-64, cannot exceed 10% of the overall dismissals. Severance pay: No special regulations for collective dismissal.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

HUNGARY

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	The employer shall justify the notice. The justification shall clearly indicate the cause of the notice. Agreements and statements of termination of an employment relationship shall be made in writing.
2: Delay involved before notice can start	The notice period starts on the next day after the written notification is given to the employee. Calculation (for EPL indicators): 1 day for letter
3: Length of notice period at different tenure durations (a)	All workers: 30d<3y, 35d<5y, 45d<8y, 50d<10y, 55d<15y, 60d<18y, 70d<20y, 90d=>20y. Calculation (for EPL indicators): 9 months tenure: 30 days, 4 years tenure: 35 days, 20 years tenure: 90 days.
4: Severance pay at different tenure durations (a)	All workers: 0<3y, 1m<5y, 2m<10y, 3m<15y, 4m<20, 5m<25y and 6m>25y. Calculation (for EPL indicators): 9 months tenure: 0, 4 years tenure: 1 month, 20 years tenure: 5 months.
5: Definition of unfair dismissal (b)	A regular employment contract may be lawfully terminated: (a) by mutual consent of the employer and employee; (b) by ordinary notice (e.g. for reasons in connection with the employee's ability, conduct or the employer's operations); (c) by extraordinary notice (where the employee has seriously violated key obligations under the employment relationship deliberately or by serious carelessness or otherwise acts in such a way that makes it impossible to sustain the employment relationship); or (d) with immediate effect during the trial period. A termination is regarded as unfair/unlawful if it is not undertaken according to the cases mentioned above.
6: Length of trial period (c)	In the employment contract the parties may stipulate a probationary period of no more than three months from the date of commencement of the employment relationship. In the event that a shorter probationary period has been stipulated the parties may extend the probationary period once. In either case, the duration of the probationary period may not exceed three months. It may be extended by collective agreement up to 6 months. Calculation (for EPL indicators): average of individual contracts and collective agreements
7: Compensation following unfair dismissal (d)	The employer shall be liable to provide compensation for damages resulting from the wrongful termination of an employment relationship. Compensation for income loss may not exceed 12 months' base pay. In addition, the employee is entitled to ordinary severance pay.
8: Reinstatement option for the employee following unfair dismissal (b)	Reinstatement is possible in the case of violation of equal treatment, or dismissal on prohibited grounds or of protected categories such as for maternity or of trade union official or employees' representative. It is also possible when the employee successfully challenged termination by mutual consent. But reinstatement is not available in ordinary dismissal cases other than those above.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	A dismissal claim may be filed within 30 days after the written notice is received.
10: Valid cases for use of standard fixed term contracts	There are no restrictions for the first contract, but the extension of the fixed-term contracts must be based on objective grounds that have no bearing on work organization and must not infringe upon the employee's legitimate interest.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limit specified. But the extension of the fixed-term contracts must be based on objective grounds that have no bearing on work organization and must not infringe upon the employee's legitimate interest.
12: Maximum cumulated duration of successive standard FTCs	The duration of a fixed-term employment relation may not exceed five years, including the duration of an extended relation and that of another fixed-term employment relation started within six months of the termination of the previous fixed-term employment relation.
13: Types of work for which temporary work agency (TWA) employment is legal	Generally allowed. It is forbidden to hire TWA employees for unlawful work, to break a strike or if the same employee had their employment with the user firm terminated in the last six months, during the trial period or by way of ordinary dismissal for reasons in connection with the employer's operations.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No special regulations for assignments Where a fixed-term TWA contract is renewed or extended between the same parties without any connected justified interest of the employer and the conclusion of the renewed/extended contract is aiming at derogating from the justified interests of the employee, the employment relationship shall be regarded as indefinite term.

15: Maximum cumulated duration of TWA assignments (f)	The duration of assignment may not exceed five years, including any period of extended assignment and re-assignment within a period of six months from the time of termination of his/her previous employment, irrespective of whether the assignment was made by the same or by a different temporary-work agency. Contracts between the agency and the worker can be open-ended.
16: Does the set-up of a TWA require authorisation or reporting obligations?	In order to obtain a license, a temporary agency must have headquarter in Hungary and be either a limited liability business association or a non-profit company or a cooperative. It must satisfy the requirements prescribed in the Labour Code and in other legal regulations and must be registered by the public employment agency. Once a year, temporary agencies shall give certain data about temporary agency workers to the public employment agency where they are registered.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Equal treatment shall be granted for temporary agency workers from the first day of the employment, excluding wages. As regards wages, equal treatment shall be granted after 6 months employment at the same user firm.
18: Definition of collective dismissal (b)	10+ workers in firms 20-99 employees; >10% in firms 100-299; 30+ workers in firms 300+ employees.
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: consultations with the local works council or, in the absence of a works council, with the committee set up by the local trade union branch and by workers' representatives. Notification of public authorities: Notification of local employment office.
20: Additional delays involved in cases of collective dismissal (h)	When an employer is planning to implement collective redundancies, he shall begin consultations with the local works council or, in the absence of a works council, with the committee set up by the local trade union branch and by workers' representatives no later than 15 days prior to the decision and shall continue such negotiations until the decision is adopted or until an agreement is reached. The works council must be informed at least 7 days in advance of negotiations The employer shall notify in writing the employment center competent for the place where the affected place of business is located at least 30 days prior to delivery of the ordinary dismissal or the statement for the termination of an employment relationship. (This notification shall contain the details - including Social Insurance Numbers -, the last position, the qualification, and the average earnings of the employees to be made redundant.) The employer shall notify the employees affected of its decision of collective redundancy at least 30 days prior to delivery of the ordinary notice of dismissal. Calculation: 30 days for extra individual notification + 7 days for notification to works council + 15 days for negotiations – 1 day for individual dismissals= 51 days
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on principles of staff reduction, and ways to mitigate its effects. Selection criteria: Negotiation with workers' representatives, but no specific selection criteria for dismissal. Severance pay: No special regulations for collective dismissal.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

ICELAND

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	A worker must be notified of dismissal in writing.
2: Delay involved before notice can start	After notification in writing, the notice period begins first day of the month following notification. Calculation: 1 day for notice in writing plus 15 days on average for first day of following month.
3: Length of notice period at different tenure durations (a)	Under minimum standards legislation, employees with more than one year of continuous service are entitled to one month notice, those with three years of service are entitled to two months' notice and those with five years of service are entitled to three months' notice. Notice periods in collective agreements for affiliates to the two largest private sector trade union federations (SGS and LIV) are: SGS: 2 weeks: 12 days; 3 months: 1 month; 3 years: 3 months; LIV: under 3 months: 1 week; 3-6 months: 1 month; 6 months: 3 months; 10 years: 55 years of age: 4 months; 60 years of age: 5 months; 63 years of age: 6 months. Around 88% of workers are trade union members. Calculation (for EPL indicators): based on collective agreements: 9 months: average of 1 month and 3 months = 2 months; 4 years: 3 months; 20 years (assume aged under 55 years): 3 months
4: Severance pay at different tenure durations (a)	There is no legal right to severance pay
5: Definition of unfair dismissal (b)	Employment can generally be terminated by either the employer or the employee without giving reasons for termination. A worker who is dismissed due to the fact that he/she has given notice of intended maternity/paternity/parental leave, during maternity/paternity/parental leave or when pregnant or soon after childbirth cannot be dismissed without reasonable cause and must be given written explanation of dismissal. Dismissal is also prohibited on the basis of gender, family responsibilities or trade union activity.
6: Length of trial period (c)	3 months
7: Compensation following unfair dismissal (d)	Compensation is normally provided only for financial loss (e.g. taking up a new occupation at a lower salary).
8: Reinstatement option for the employee following unfair dismissal (b)	If the termination is found to be unfair, the court does not typically order reinstatement.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	Generally, dispute cases lapse if not claimed within four years.
10: Valid cases for use of standard fixed term contracts	No restrictions
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limit.
12: Maximum cumulated duration of successive standard FTCs	Maximum length of fixed term contracts is 24 months including renewals. Fixed-term contracts for managerial personnel are not time-limited.
13: Types of work for which temporary work agency (TWA) employment is legal	Generally allowed. However, TWA's are not permitted to hire out a worker to a user firm if the worker has worked directly for the user firm in the previous six months.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No
15: Maximum cumulated duration of TWA assignments (f)	No limit
16: Does the set-up of a TWA require authorisation or reporting obligations?	Temporary work agencies must notify and report regularly to the Directorate of Labour.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	TWA workers enjoy basic pay and working conditions as agreed in collective agreements. Calculation (for EPL indicators): half point for wages and half point for working conditions
18: Definition of collective dismissal (b)	Within a period of 30 days, dismissal of (i) at least 10 workers in enterprises usually employing more than 20 and less than 100 workers; (ii) at least 10% of all workers in enterprises employing more than 100 and less than 300 persons; or (iii) at least 30 workers in enterprises usually employing at least 300 workers. Firms with less than 20 employees are exempt from requirements for collective dismissals.

19: Additional notification requirements in cases of collective dismissal (g)	An employer contemplating collective dismissal must consult with the workers' representatives or with the workers and provide them with the opportunity to suggest ways to avoid or limit the dismissals or their impact. The employer must also notify the regional employment office.
20: Additional delays involved in cases of collective dismissal (h)	The time taken for consultation between the employer and the workers' representatives varies widely.
21: Other special costs to employers in case of collective dismissals (i)	No additional costs.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

IRELAND

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>Individual termination: No prescribed procedure. Notice may be oral or in writing but must be certain. There is no specific procedure outlined in the Minimum Notice and Terms of Employment Act 1973, but there is a Code of Practice on Grievance and Disciplinary Procedure, which sets out best practice in terms of procedures to be followed.</p> <p>Redundancy: A written notice is required for an employee with no less than 2 years tenure.</p>
2: Delay involved before notice can start	<p>None specified in legislation. Notice may be oral or written as long as it is certain. In case of individual termination, advisable to serve notice in writing after warnings specifying what aspect of behaviour is sub-standard. The Code of Practice on Grievance and Disciplinary Procedure prescribe providing full opportunity for defence, prior warning and written notice.</p> <p>Calculation (for EPL indicators): average of personal reasons (1 day for notice plus 6 days for warning) and redundancy (1 day for notice)</p>
3: Length of notice period at different tenure durations (a)	<p>All workers covered by the Minimum Notice & Terms of Employment Act excluding inter alia, Defence Forces, Police and certain Merchant Shipping employment agreements: notice as follows: 0<13w, 1w<2y, 2w<5y, 4w<10y, 6w<15y, 8w>15y.</p> <p>Redundancy cases: 2w min.</p> <p>Calculation (for EPL indicators) 9 months tenure: 1.5 week, 4 years tenure: 2 weeks, 20 years tenure: 8 weeks.</p>
4: Severance pay at different tenure durations (a)	<p>All workers: none.</p> <p>In redundancy cases with at least two years tenure: 1 week's pay ('bonus week'), plus two weeks' pay per year worked, subject to a ceiling on weekly pay of 600 EUR. Employers are reimbursed 15% by a redundancy fund financed by ordinary employer and employee social security contribution - they pay therefore only 85%.</p> <p>Calculation (for EPL indicators): Redundancy cases: 9 months tenure: 0, 4 years tenure: 9 weeks (cost is only 7.65w), 20 years tenure: 41 weeks (cost is only 34.85w).</p>
5: Definition of unfair dismissal (b)	<p>Fair: Dismissals for lack of ability, competence or qualifications, conduct, or redundancy.</p> <p>Unfair: Dismissals reflecting discrimination on grounds of race, religion, age, gender, etc., including when these factors bias selection during redundancies. Exercise or proposed exercise of rights under carer's leave, maternity leave, parental leave, adoption leave or minimum wage legislation.</p>
6: Length of trial period (c)	<p>All workers: 12 months (shorter trial periods are commonly agreed between employer and employee, but claims under statutory unfair dismissal legislation are not normally possible until after the periods shown). The 12 month limit does not apply in certain dismissal situations e.g. pregnancy, exercise or contemplated exercise of rights under maternity, adoptive, parental or carer's leave legislation, for trade union activity or rights under minimum wage legislation.</p>
7: Compensation following unfair dismissal (d)	<p>Maximum compensation equals 104 weeks' pay. Compensation awards based on financial loss. Maximum 4 weeks' award where no loss established. (Average Employment Appeals Tribunal award in 2011 was 18,047.85 EUR)</p> <p>Calculation (for EPL indicators): average of average and maximum compensation minus average severance pay reported in Item 4 = 10.7 months</p>
8: Reinstatement option for the employee following unfair dismissal (b)	<p>A reinstatement order, with back pay from the date of dismissal, is possible. Also re-engagement from a date after the date of dismissal with no back pay from the date of dismissal also possible. Deciding body must specify why re-instatement/re-engagement not applied if compensation awarded. In 2011, reinstatement was ordered in 6 cases and re-engagement was ordered in 7 cases. More generally, reinstatement or re-engagement orders are typically made in 4%-5% of the cases where a remedy order is granted.</p>
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	<p>6 months, extended to 12 months in exceptional circumstances</p>

<p>10: Valid cases for use of standard fixed term contracts</p>	<p>Employers do not have to justify recourse to initial fixed-term contracts. The Protection of Employees (Fixed-Term Work) Act 2003 provides that where an employer proposes to renew a fixed-term contract the employee shall be informed in writing, no later than the date of renewal, of the objective grounds justifying the renewal and the failure to offer a contract of indefinite duration. The Act also provides that a fixed-term employee shall be informed in writing by his/her employer as soon as practicable of the objective condition determining the contract i.e. whether it is (a) arriving at a specific date (b) completing a specific task, or (c) the occurrence of a specific event.</p>
<p>11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)</p>	<p>No limit in case of objective grounds justifying the renewal but some possibility for unfair dismissal/penalisation claims under unfair dismissals/fixed-term legislation after having been employed for successive contracts. But this does not apply if the contract contains a specific clause stating that the Unfair Dismissals Acts will not apply to the expiry of the term of the contract.</p>
<p>12: Maximum cumulated duration of successive standard FTCs</p>	<p>The maximum cumulated duration of two or more successive fixed-term contracts is 4 years, unless there are objective grounds justifying the renewal on a fixed-term basis. No limits for the first contract</p>
<p>13: Types of work for which temporary work agency (TWA) employment is legal</p>	<p>All employment.</p>
<p>14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)</p>	<p>No. The Protection of Employees (Fixed-Term Work) Act 2003 does not apply to agency workers placed by a temporary work agency at the disposition of a user enterprise.</p>
<p>15: Maximum cumulated duration of TWA assignments (f)</p>	<p>No limit. The Protection of Employees (Fixed-Term Work) Act 2003 does not apply to agency workers placed by a temporary work agency at the disposition of a user enterprise.</p>
<p>16: Does the set-up of a TWA require authorisation or reporting obligations?</p>	<p>In order to operate in the State, an employment agency must obtain an employment agency license from the Minister for Jobs, Enterprise and Innovation.</p>
<p>17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?</p>	<p>The Protection of Employees (Temporary Agency Work) Act 2012 ensures the protection of temporary agency workers by applying the principle of equal treatment in their basic working and employment conditions, as if they had been directly recruited by the hirer to the same or similar job.</p>
<p>18: Definition of collective dismissal (b)</p>	<p>'Collective redundancies' means dismissals effected by an employer for one or more reasons not related to the individual concerned where in any period of 30 consecutive days the number of such dismissals is 5+ workers in firms 20-49 employees; 10+ workers in firms 50-99; 10% in firm 100-299; 30+ in firms 300+ employees.</p>
<p>19: Additional notification requirements in cases of collective dismissal (g)</p>	<p>Notification of employee representatives: Duty to inform and consult with competent trade union. Further requirement to consult with representatives of employees whether unionized or not under 2000 Regulations. Civil remedy introduced for failure to do so. Notification of public authorities: Notification of Ministry competent for labour and employment.</p>
<p>20: Additional delays involved in cases of collective dismissal (h)</p>	<p>Information to trade union and Ministry 30 days before implementation. Calculation (for EPL indicators): 30-4 for individual dismissal</p>
<p>21: Other special costs to employers in case of collective dismissals (i)</p>	<p>Type of negotiation required: Consultation on alternatives to redundancy and ways to mitigate the effects. Consultations, since 2000 Regulations, must include employee representatives in non-union employment. Selection criteria: Law lays down union participation, but no specific selection criteria for dismissal. Severance pay: No special regulations for collective dismissal, but legally required severance pay usually topped up in cases of mass redundancies.</p>

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.

b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.

c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.

d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.

e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.



Ireland

- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

ISRAEL

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Notice of dismissal must be given in writing. Some collective agreements contain provisions requiring the employer to notify and consult with the employee's representative prior to dismissal. Court decisions have held that the employer has a duty to consult with the employee's representative prior to dismissal. In some cases (e.g. dismissal of a pregnant employee, dismissal of a worker undergoing fertility treatment, dismissal of a worker within 60 days after maternity leave or dismissal of a worker on military reserve duty), an employee may be dismissed only with the permission of the Minister of Industry, Trade and Labour.
2: Delay involved before notice can start	Written notice can be handed to the employee (1 day). If an employee is on maternity leave, dismissal notice will not be given during the leave or for 60 days following leave, or to a female employee while staying at a shelter for battered women or for 90 days after her stay.
3: Length of notice period at different tenure durations (a)	<p>Salaried workers: tenure less than 6 months: 1 day per month of service; tenure 7-12 months: 6 days plus 2.5 days per month of service beyond 6 months; tenure more than one year: 1 month.</p> <p>Wage workers: in first year of service: 1 day per month of service; in second year: 14 days plus 1 day for every 2 months of service beyond 1 year; in third year: 21 days plus 1 day for every 2 months of service beyond 2 years; after third year: 1 month.</p> <p>Payment of wages for the duration of the notice period can be made in lieu of notice.</p> <p>Calculation (for EPL indicators): average of salaried and wage workers: 9 months: $(13.5+9)/2=11.25$ days; 4 years: 1 month; 20 years: 1 month.</p>
4: Severance pay at different tenure durations (a)	<p>A person who has been employed continuously for one year or, in the case of a seasonal employee, has been employed for two seasons in two consecutive years, by the same employer or at the same place of employment and has been dismissed is entitled to receive severance pay from the employer who has dismissed him. The rate of severance pay shall be a month's wages per year of employment.</p> <p>For the purposes of determining severance pay, the following situations are also deemed to be "dismissal": (i) where an employee resigns due to ill health or the ill health of a family member; (ii) where a parent resigns within nine months of the birth of a child or adoption of a child under 13 years of age to care for the child; (iii) where an employee resigns in order to transfer his/her residence after marriage or to work in an agricultural settlement or a settlement in a development area; (iv) where a fixed-term contract is not renewed by the employer; (v) where an employee resigns due to a deterioration in his/her conditions of work or for other labour-relations related issues; (vi) where a seasonal worker is not offered ongoing seasonal work; (vii) where an employee resigns to take up national, civil or military service or the Israel Police or the Israel Prison Service; (viii) where an employee resigns because he/she has been elected head or deputy head of a local authority; and (ix) if a female employee resigns due to a stay at a shelter for battered women which was approved by welfare services.</p>
5: Definition of unfair dismissal (b)	Indefinite contracts can be terminated at the will of the employer for any reason except for (i) discriminatory reasons such as age, parenthood, fertility treatments, race sex, nationality, pregnancy, disability, military reserve duty; (ii) filing a complaint with a legal authority against his employer or an employee of the employer concerning violations of a law at the workplace; (iii) when a worker is absent from work according to instructions of security forces during an attack or other national emergency; or (iv) reasons specified in a collective agreement, employment contract or case law. Collective agreements typically contain provisions requiring employers to have a just cause for dismissing a worker and specify a consultation procedure to be followed. In any case and without any connection to collective agreements, the determination of labour relations must be bona fide.
6: Length of trial period (c)	Legislation does not regulate trial periods. Most collective agreements have trial periods ranging from 6 months to 3 years. The most common length of trial periods in collective agreements is 6-24 months. Employers have the power to extend trial periods under certain circumstances. Even dismissals within trial period must be fair and just and on a basis of reasonable discretion by the employer. This is an outcome of Labour Courts decisions.
7: Compensation following unfair dismissal (d)	Compensation depends on the severity of the unlawfulness of the dismissal, the period of employment and the damage suffered. According to the Employment of Women Law (1954) the compensation is 150% of the wages the employee would have received had she worked during the period she was entitled to protection of the law. If an employee was dismissed because he/she filed a complaint against his employer or an employee of his/her employer, who violated a law at the workplace, the Labour Court is entitled to rule up to 50 000 NIS or 500 000 NIS punitive compensation without proving damages (according to the Protection of Employees (Exposure of Offences of Unethical Conduct and Improper Administration) Law (1997). Typical compensation at 20 years tenure: 6-9 months pay

8: Reinstatement option for the employee following unfair dismissal (b)	In the private sector, the most common recourse following unfair dismissal is compensation, but the National Labour Court may order reinstatement in special circumstances. If the dismissal is in violation of the Employment of Women Law, the common route is reinstatement at the workplace
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	The time period is the period of limitation applied according to Israeli law to every financial claim (7 years). Claims according to the Employment (Equal Opportunities) Law (1988) – except for damages incurred by sexual harassment – and claims according to the Protection of Employees (Exposure of Offences of Unethical Conduct and Improper Administration) Law (1997) are limited to one year. Claims for dismissal on the basis of sexual harassment are limited to 3 years.
10: Valid cases for use of standard fixed term contracts	No restrictions on the use of fixed-term contracts.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limit
12: Maximum cumulated duration of successive standard FTCs	No limit
13: Types of work for which temporary work agency (TWA) employment is legal	No restrictions
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No, within maximum time for assignments. No for the contracts between the agency and the worker.
15: Maximum cumulated duration of TWA assignments (f)	An employee of a TWA shall not be employed with the user firm for a continuous period in excess of nine months. Employment will be deemed to be continuous even where employment has ceased for a period of up to nine months. The Minister of Industry, Trade and Labour may give his approval for an employee to be employed with a user firm for a period in excess of nine months provided that the total period of employment with the user firm does not exceed 15 months. The employment contract between the agency and the worker can be open-ended.
16: Does the set-up of a TWA require authorisation or reporting obligations?	TWAs (“manpower contractors”) must obtain a license by applying to the Minister of Industry, Trade and Labour. The license shall be granted for one year and may be renewed for periods of one year at a time. TWAs must report to the Minister once a year on their activities (number of employees, branches of employment, work places, periods of work, wages, payments, etc). The Minister has the authority to revoke or not to renew the permit.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	The Agency has to provide a guarantee ensuring workers' rights to the Labour Law Enforcement Administration. The provisions of a collective agreement applying at the user firm apply to TWA workers working at that firm. Where more than one collective agreement covers a TWA worker, the most favourable to the worker will apply. But if the working conditions of the TWA workers were regulated according to a general collective agreement, on which an extension order was issued, equalising the conditions of work will not apply.
18: Definition of collective dismissal (b)	Ten or more workers in a period of one month. Collective agreements may contain different definitions of collective dismissal.
19: Additional notification requirements in cases of collective dismissal (g)	The employer must give prior notice of dismissal to the Employment Service Bureau.
20: Additional delays involved in cases of collective dismissal (h)	No additional delays
21: Other special costs to employers in case of collective dismissals (i)	No additional costs.

Legend: d: days; w: weeks; m: months; y: years. For example “1m < 3y” means “1 month of notice (or severance) pay is required when length of service is below 3 years”.

Notes:

a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.

b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.



Israel

- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

ITALY

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>Written notice to the employee.</p> <p>In the case of objective reasons (economic redundancy): the territorial employment office and the employee, are notified at the same time. Detailed reasons for dismissal are provided in the written notice.</p> <p>In the case of dismissal for subjective reasons (“significant non-compliance with contractual obligations”), the employee can request conciliation by the territorial employment office or through conciliation committees set up under collective agreements.</p>
2: Delay involved before notice can start	<p>Letter sent by mail or handed directly to employee.</p> <p>In the case of dismissals for subjective reasons (“significant non-compliance with contractual obligations”), notice can start at the earliest 5 days after the fact originating the sanction (art. 7 Law 300/70).</p> <p>According to most collective agreements notice starts only on 1st or the 16th day of the month (e.g. collective agreement of metal workers, tourism industry, textile workers, chemical workers, trade industry, food industry),</p> <p>In the case of dismissal for objective reasons (economic redundancy) notice also to territorial employment office - TEO - (and the employee) for request conciliation procedure. Within 7 days of receiving the communication the TEO must convene a meeting between employer and employee to consider alternatives to dismissal and, failing this, try to settle the dispute without the parties going to court. The procedure must be concluded within 20 days from the date the TEO sends the convocation letter, unless the parties wish to continue in order to pursue a settlement agreement. If negotiations over the settlement agreement fail or the 20-day time limit expires, the employer may send the dismissal letter to the employee. However, the date of start of the notice period will be that of the first communication to the employee and the TEO.</p> <p>Calculation (for EPL indicators): 1 day for letter plus 7 days on average for the 1st or the 16th day of the month plus 5/2 days for the waiting period in the case of subjective reasons.</p>
3: Length of notice period at different tenure durations (a)	<p>Length of notice period is provided by each collective agreement In most collective agreements (e.g. collective agreement of metal workers, tourism industry, textile workers, chemical workers, trade industry, food industry) notice is as follows:</p> <p>9 months tenure: 10-75 days, 4 years tenure: 10-75 days, 20 years tenure: 30-180 days.</p>
4: Severance pay at different tenure durations (a)	<p>An end-contract indemnity is paid to employees according to general principles set forth by art. 2120 of the civil code, and as provided by each collective agreement. However, this is paid upon any type of separation. Nonetheless, upon dismissal, the employer must pay a contribution equal to 41% of the monthly unemployment benefit ceiling for each of the first three years of tenure (or fraction of it). In 2013 this contribution amounts to 362.85 EUR, for 9-month job tenure, and 1451 EUR for job tenure longer than 3 years (§31 of art. 2, law 92/201, §250 of art.1, law 228/2012, Circolare INPS No. 44, 22-03-2013). For comparison, the gross annual wage for employees with an open-ended contract was 29 852 EUR in 2012 (Source ISTAT).</p>
5: Definition of unfair dismissal (b)	<p>Fair: Termination of contract only possible for “just cause” or “just motive”, including significant non-compliance with contractual obligations by the employee (subjective reasons), and compelling business reasons (objective reasons). Unfair: Dismissals reflecting discrimination on grounds of race, religion, gender, trade union activity, etc.</p> <p>Law 604/66 establishes that dismissal is fair in cases of serious misconduct or for reasons concerning productive activity, work organization and its regular functioning. Except for additional provisions in Law 428/90, which sets that company delocalisation is not a fair reason for dismissal, the law is sufficiently general that case law should determine how broad the definition is. The notion that “repechage” (that is of transfer of the redundant worker to other functions in the company) must be attempted prior to dismissal is “very” extensive in case law and applies also to other companies of the same group (for example: Pret. Milano 2/8/95, est. Negri della Torre; Trib. Milano 15/7/2008, Est. Casella; Cass. n. 5403/2010; Cass n. 6559/2010; n. 3040/2011; Cass. n.6026/2012).</p> <p>In the case of collective dismissals, it is an established court practice that judges verify only that the procedure has been respected (see Items 19 and 20) and do not typically examine the validity of the economic justification for redundancy, except in cases of misguided personal reasons (for example: Cass. 6/7/2000, n. 9045; Trib. Vallo della Lucania, 1/2/2011, est. de Angelis; Cass. 11/03/2011 n.5888).</p>
6: Length of trial period (c)	<p>The length of trial period is specified in each individual employment contract or collective agreements. In most collective agreements (e.g. collective agreement of metal workers, tourism industry, textile workers, chemical workers trade industry, food industry) maximum trial period is between 30 and 180 days.</p>

7: Compensation following unfair dismissal (d)	<p>Case of large companies (Law n.92/2012): In the case of workers in companies employing >15 employees in one establishment or in the same municipality and, anyway, in companies with more than 60 employees (even if distributed in production units or municipalities with less than 15 employees), if the labour court finds that the dismissal is unfair or unjustified, it will order the employer to pay the employee an indemnity of between 12 and 24 months' salary, depending on circumstances such as age, length of service, number of employees and size of company. In the case of ineffective termination of employment, due to the absence of written reasons in the termination letter or breach of procedural aspects (such as in case of disciplinary procedures), the labour court establishes an indemnity ranging from 6 to 12 months' salary, without prejudice for the application for stronger protection in the case the alleged reasons of dismissal are deemed unfair or unlawful. Reinstatement (with backpay) will be ordered instead of monetary compensation in the case of discriminatory dismissal or if the reason is manifestly false or inapplicable (see Item 8)</p> <p>Case of small companies: for establishments not included in the above cases, Law 604/66 gives the employer the choice between re-employment (different from reinstatement because it does not give rise to compensation for the period between the date of dismissal and the court decision) and compensation of 2.5-6 months (depending on seniority and firm size). This can be increased up to 10 months for job tenure > 10 years.</p> <p>Calculation (for EPL indicators): Typical compensation at 20 years tenure (large companies): 21 months (computed as average of mean and maximum compensation, excluding the case of ineffective termination).</p>
8: Reinstatement option for the employee following unfair dismissal (b)	<p>If the labour court finds that the alleged breach or failure did not take place, and should have been penalised by a measure less severe than dismissal according to the applicable national collective agreements or disciplinary codes or that it was a discriminatory dismissal, or that the objective reason indicated in the dismissal letter clearly does not apply or is inexistent, or that the employee was dismissed in breach of Article 2110 of Civil Code (ie if the dismissal is communicated to the absent employee before the end of the provided sick leave or maternity leave), it will revoke the dismissal and will order the employer to:</p> <ul style="list-style-type: none"> -reinstatement the employee (although the employee may refuse reinstatement and instead receive 15 months' salary as an indemnity); - pay employee an indemnity equal to the salary due from the date of the dismissal to the date of reinstatement, to a maximum of 12 months' salary, minus any remuneration earned by employee from working during this period (aliunde perceptum) or that he would have earned had he duly sought new employment (aliunde percipiendum); -pay social security contributions from the date of the dismissal to the date of the reinstatement. <p>However, small companies (see Item 7) are not required to pay back-pay or reinstate workers who are found to be unfairly dismissed.</p>
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	60 days
10: Valid cases for use of standard fixed term contracts	<p>Fixed term contracts can be used for technical, production and organizational reasons including the replacement of absent workers, and for types of work normally carried out by the firm.</p> <p>The first contract between an employer and a worker does not need justifications if its duration is no longer than one year</p>
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	<p>One extension is possible provided that the duration initially agreed is less than three years.</p> <p>No extension is possible in cases that do not require any justification (see Item 10) – in that case a new FTC contract, with justified reasons, must be established.</p> <p>It is possible to conclude successive FTCs within a time frame of 36 months.</p>
12: Maximum cumulated duration of successive standard FTCs	<p>36 months, with further renewal possible with agreement of Territorial Employment Office, unless collective agreements define a longer duration.</p> <p>One year in cases that do not require any justification (see Item 10).</p>
13: Types of work for which temporary work agency (TWA) employment is legal	<p>TWA employment can be used for technical, production and organizational reasons including the replacement of absent workers and for types of work normally carried out by the enterprise. Collective agreement often lay down upper limits for the use of temporary workers. The use of TWA employment is forbidden in firms which have resorted to collective dismissals in the previous 6 months and for the replacement of striking workers.</p> <p>Only for the first fixed-term assignment at the user firm there is no necessity to justify technical, production or organizational reasons (Law 92/2012).</p>
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	<p>Yes for assignments, in the cases and for the duration set forth in the collective agreement used by temporary work agencies.</p> <p>Contracts between the agency and the worker can be open-ended</p>

<p>15: Maximum cumulated duration of TWA assignments (f)</p>	<p>There is no legal maximum duration of TWA assignments or contracts, but it is set by collective agreements applied by temporary work agencies. The current agreement stipulates no limit for both assignments and contracts if open-ended and 36 months for assignments and 42 months for contracts if fixed-term.</p>
<p>16: Does the set-up of a TWA require authorisation or reporting obligations?</p>	<p>The requirements laid down by Legislative Decree 276/2003 in order to obtain the administrative authorisation as TWA are as follows:</p> <p>a) the agency must be set up as a limited liability company or as a co-operative, registered as a company based in Italy or in another EU Member State, with capital stock of no less than 600,000 euros; as a guarantee of sums due to the workers and the corresponding contributions to social insurance funds, for the first two years the agency is required to make a deposit of some 350,000 euros in a bank based (or with branches) in Italy; as from the third year of business, the agency may replace this deposit with a bank or insurance guarantee of no less than 5% of the annual turnover, net of value added tax, recorded in the previous financial year, but amounting to no less than 350,000 euros;</p> <p>b) premises and qualified personnel for carrying out the tasks associated with temporary agency work must be available;</p> <p>c) a guarantee that the business can provide nationwide cover, or a presence in at least four regions, must be provided;</p> <p>d) providing labour supply has to be the main activity of the agency</p> <p>e) the members of the board, general manager, the managers with powers to represent the company and partners of the company must not have been found guilty, even if not in definitive terms, of any of a series of offences listed in the Act;</p> <p>f) the regular contribution to the funds for the vocational training and income support of the temporary agency workers must be paid.</p> <p>Periodic reporting is necessary to maintain the administrative authorisation.</p>
<p>17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?</p>	<p>TWA workers are entitled to receive the same pay and conditions as other workers in the user firm for equal work, equivalent tasks or jobs of the same nature.</p>
<p>18: Definition of collective dismissal (b)</p>	<p>In firms with 15 and more employees and over a period of 120 days, 5+ workers in a single production unit; 5+ workers in several units within one province.</p>
<p>19: Additional notification requirements in cases of collective dismissal (g)</p>	<p>Notification of employee representatives: Duty to inform employee representatives and competent trade union and set up a joint examination committee. Notification of public authorities: Notification of labour authorities.</p>
<p>20: Additional delays involved in cases of collective dismissal (h)</p>	<p>Up to 45 days negotiation in joint examination committee at plant level. If parties fail to reach an agreement, the next step is a conciliation phase chaired by the Labour office, which may last for a maximum of 30 days. (if parties agree this second phase may be extended to reach an agreement).</p> <p>These delays are reduced by one half for less than 10 dismissals.</p> <p>Calculation: average of 10+ dismissals (45 days for negotiation + 30/2 on average for conciliation) and <10 dismissals (22.5 days for negotiation + 15/2 on average for conciliation) minus the number reported in item 2</p>
<p>21: Other special costs to employers in case of collective dismissals (i)</p>	<p>Type of negotiation required: Good faith consultation on alternatives to redundancy, scope for redeployment and ways to mitigate the effects; severance agreement usually reached after negotiation with union and (in major cases) labour authorities, - determining selection criteria and use of financial support.</p> <p>Selection criteria: Law specifies social and economic criteria (length of service, number of dependants, technical and production requirements), but does not specify priorities. Severance pay: first, monthly payments from a redundancy fund (financed from company contributions) - "Cassa Integrazione Guadagni". Second, when CIG fund is exhausted or the firm is not eligible to CIG, mobility payments (mobility indemnities are financed through the social security system, when accessing the scheme firms have to pay, for every worker dismissed, a sum equal to six times the first-month mobility allowance).</p>

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.

b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.

c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.

d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL



Italy

indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.

e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.

f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.

g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).

h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).

i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

JAPAN

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	An employer shall provide at least 30 days advance notice, or pay the average wage for a period of not less than 30 days. Oral notification is sufficient. A written statement on the reasons of dismissal must be provided upon request.
2: Delay involved before notice can start	There are no prescribed procedures.
3: Length of notice period at different tenure durations (a)	30 days, regardless of job tenure.
4: Severance pay at different tenure durations (a)	Severance pay is not legally required.
5: Definition of unfair dismissal (b)	Fair: Dismissals for "reasonable cause": incompetence of the employee or violation of disciplinary rules. Redundancy dismissals require business reasons for reducing the number of staff, efforts to avoid dismissal, reasonableness of selection criteria and procedures. Unfair: Dismissal due to gender, of workers recovering from work-related accidents, before and after childbirth leave, during childbirth and maternity leave and when conditions on fair dismissal have not been satisfied.
6: Length of trial period (c)	Length of trial period is not legally regulated. (It usually varies from 2 to 6 months. The most common period is 3 months).
7: Compensation following unfair dismissal (d)	If dismissed workers file a civil lawsuit and get an unfair dismissal sentence not entering into a settlement, compensation of a sum equal to earnings between the dismissal and the legal settlement of the case is paid. Sums earned by the employee in the interim can only partially be set off against the award. Dismissed workers and their employers are reconciled by the labor tribunal or by the mediation of Prefectural Labor Bureaus on a case-by-case basis. If mediation fails, the labour tribunal can adjudicate the case. And if parties appeal to the court, a settlement may be reached on a case-by-case basis. Typical compensation at 20 years tenure (all workers): 6 months.
8: Reinstatement option for the employee following unfair dismissal (b)	A settlement may be reached on a case-by-case basis through the labor tribunal or the mediation of Prefectural Labor Bureaus, or the case is adjudicated by the labor tribunal. In that case, reinstatement is rarely made. If dismissed workers file a civil lawsuit and get an unfair dismissal sentence, not entering into a settlement, remedies for unjust dismissals are limited to nullifying dismissals, ordering reinstatement and payment for wages during the dismissed period. However, in a number of cases, monetary compensation is paid without reinstatement even after the annulment of dismissal is ordered.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	A lawsuit about dismissal does not require a special type of lawsuit and proceeds according to the rules of normal civil litigation. Therefore, there is no statutory limit on the period where an employee, who has been unduly dismissed by an employer, can file a claim for reinstatement. However, there are also court cases in which complaints filed a long period after the date of dismissal have not been allowed, based on the principle of good faith.
10: Valid cases for use of standard fixed term contracts	Fixed-term contracts under 3 year duration widely possible without specifying an objective reason. The contract can be of 5 years for highly skilled employees or those aged 60+.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No legal limit specified in terms of the number of renewals; after repeated renewals the employee becomes entitled to expect renewal of his contract and the employer must have just cause to refuse renewal.
12: Maximum cumulated duration of successive standard FTCs	There are no limits for the cumulative duration of FTCs. However, each contract cannot be concluded for a term exceeding three years, except if concluded for the completion of a specified project (Labour Standards Act – Art. 14). The contract can be of 5 years for highly skilled employees or those aged 60+.
13: Types of work for which temporary work agency (TWA) employment is legal	"Dispatching agencies" are allowed for all occupations except port transport services, construction work, security services, medical-related work at hospital etc.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No restrictions

15: Maximum cumulated duration of TWA assignments (f)	In the 26 original occupations, there is no limit for occupations that need special employment management and 36 months for occupations that need specialised knowledge. In all other allowed occupations, there is no limit for the duration of the temporary work contract itself, but the possible duration of temporary work assignment at the user-firm is 36 months maximum.
16: Does the set-up of a TWA require authorisation or reporting obligations?	Setting up a TWA requires the permission or notification of the Ministry for Health, Labour and Welfare. After set-up, the TWA is required to report on its operations, etc., once a year.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Legally, user firms should endeavour to take necessary measures concerning dispatched workers to maintain an appropriate workplace, etc. The labour conditions of dispatched workers are secured by making the user firm employer subject to the parts of the relevant laws on labour protection and sharing responsibilities between the TWA and the user firm. The Revised Worker Dispatching Act (2012), stipulates that dispatching business operators shall consider the situation of workers directly hired by clients and engaged in the same type of work in setting wages, rights to education and training, welfare programs, etc., and that clients shall make efforts to provide necessary information upon requests by dispatching business operators.
18: Definition of collective dismissal (b)	Firms expecting 30+ workers turnover in one month will have additional notification requirements
19: Additional notification requirements in cases of collective dismissal (g)	Firms are required to notify the public employment service. (Employment Measure Act Art 27) and to submit a re-employment assistance plan to the public employment service (EMA Art 24). Firms are required to listen to the opinion of union or workers' representative when making the plan. (EMA Art 24). Courts may also require that the firm has engaged in sincere negotiation with the trade union prior to making dismissals when deciding whether dismissals are justified.
20: Additional delays involved in cases of collective dismissal (h)	Firms are required to notify the public employment service one month prior to the last dismissal and to set up a re-employment assistance plan, which must be submitted to the public employment service one month prior to the first dismissal and obtain approval (Art. 7/3 of the Ministerial Decree of application of the Employment Measure Act). Also, firms are required to listen to the opinion of union or workers representative when making a re-employment assistance plan (Employment Measure Act art.24). Therefore the process must start more than 1 month before the first dismissal and it is estimated that at least 2 days are necessary for the consultation. However, individual notice can be served simultaneously, since it is independent from those procedures. Calculation (for EPL indicators): at least 2 days for negotiations +30 for PES notification minus 1 day for individual notification (Item 2) minus 30 days for notice.
21: Other special costs to employers in case of collective dismissals (i)	Firms expecting 30 or more workers' turnover within one month due to business contraction are obliged to make a re-employment assistance plan and submit it to the public employment service.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

KOREA

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>Personal reasons: Written notice. The reasons for and date of dismissal should be clearly stated to the employee.</p> <p>Managerial reasons: Advance notice to the union representing the majority of the workforce (in the absence of such union, workers' representatives) 50 days prior to dismissal and sincere consultation with them over efforts to avoid dismissal, and fair and rational criteria for selecting workers to be dismissed.</p> <p>Workplaces with four workers or less are exempted from all the provisions concerning dismissals except for prior notice or notice allowance (cf. Items 1-9).</p> <p>Calculation (for EPL indicators): 1.5 = average of 1 for personal reasons and 2 for managerial reasons.</p>
2: Delay involved before notice can start	<p>Personal reasons: Written notice. The reasons for and the date of dismissal should be clearly stated to the employee.</p> <p>Managerial reasons: Advance notice to the union (workers' representatives in absence of such union) 50 days prior to dismissal and sincere consultation with them over efforts to avoid dismissal, and fair and rational criteria for selecting workers to be dismissed.</p> <p>However, the Supreme Court ruled that the duty of consultation with union or workers' representatives 50 days prior to dismissal on managerial reasons does not constitute a requirement for the validity of the layoff. Therefore, the court stated that if other requirements are met, the layoff could be validated. (Supreme Court Decision 2001du 1154 decided on Oct.15. 2004.).</p> <p>Calculation (for EPL indicators): average or personal reasons (1 day) and managerial reasons (evaluated at 39 days, on average, to take into account the Supreme Court ruling).</p>
3: Length of notice period at different tenure durations (a)	<p>All workers: 30d (applies to every worker to be dismissed regardless of job tenure). Exceptionally, an advance notice of dismissal may not be given to workers who have been employed: (i) on a daily basis for less than 3 consecutive months, (ii) for a fixed period not exceeding 2 months, (iii) as a monthly-paid worker for less than 6 months, (iv) for seasonal work for a fixed period not exceeding 6 months and (v) on probation for less than 3 months.</p> <p>Instead of giving an advance notice, an employer may pay 30 days' ordinary wages to the worker as dismissal notice allowance. This is a separate payment and not related with severance pay.</p> <p>Calculation (for EPL indicators): 9 months tenure: 1 month, 4 years tenure: 1 month, 20 years tenure: 1 month.</p>
4: Severance pay at different tenure durations (a)	<p>There is no severance pay. All firms are required to pay at least 30 days pay per year of service regardless of the reason for separation (i.e. voluntary quit or involuntary dismissal) to those with at least one year of tenure.</p>
5: Definition of unfair dismissal (b)	<p>Fair: Dismissals for "just cause". According to court precedents, a just cause means that a worker is accountable for a certain cause that makes it impossible to maintain an employment contract according to social norms or that there are indispensable managerial reasons for dismissal. (Supreme Court Decision 91da 17931 decided on Apr.24. 1992). Just causes include violation of work regulation, illegal activities, misconduct, apparent lack of abilities to carry out duties, inability to carry out duties due to physical disability, false statement of career experience, etc.) or urgent managerial needs (including individual redundancy and dismissals due to mergers and acquisitions when employees or union have been consulted on urgency, selection criteria and transfer/retraining alternatives). Unfair: dismissal without any just cause or dismissal in violation of legitimate procedures that are stipulated in statutes (dismissal for managerial reasons), or collective agreement or company's work rule.</p> <p>In the case a worker receives medical treatment for occupational diseases or injuries or takes maternity leave before and after childbirth, the worker cannot be dismissed during such periods and within 30 days thereafter.</p>
6: Length of trial period (c)	<p>No statutory restriction on the length of trial period, but it should be reasonable according to case law. Dismissal during reasonable trial period is allowed if there is a reasonable cause which is wider in scope than just cause applicable to a regular worker for dismissal.</p> <p>- However, firing workers on a trial period for less than 3 months is possible without giving 30 days prior notice or notice allowance.</p>
7: Compensation following unfair dismissal (d)	<p>Workers can get money equivalent to their wages corresponding to the period from the beginning of unfair dismissal until they are reinstated. Compensation in lieu of reinstatement varies widely. Typical compensation at 20 years tenure (all workers): Wide range, on case-to-case basis. (6 months between court decision and dismissal)</p>

8: Reinstatement option for the employee following unfair dismissal (b)	If courts determine that dismissal is invalid and that employment relations continue, it orders reinstatement with back pay. If the dismissed worker does not want to be reinstated, he/she can ask for monetary compensation in lieu of reinstatement. The Labor Relations Commission can order the employer to pay the amount equivalent to wages or more.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	Within three months after unfair dismissal for adjudication by the Labor Relations Commission. (There is no statutory time limit regarding the direct claim calling for the nullity of the dismissal to the court but such claim should be filed within a reasonable period.)
10: Valid cases for use of standard fixed term contracts	Fixed term contracts do not require objective situations or reasons (no restrictions).
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	The number of renewals is not limited within the 2-year limit for fixed term contracts.
12: Maximum cumulated duration of successive standard FTCs	Employers are allowed to employ a fixed-term worker only for up to two years. If the contract is renewed, the total period of consecutive employment should not exceed two years. If a fixed term worker is employed for more than two years, he/she is considered as a worker whose employment period is not fixed from the moment when the employment contract exceeds two years, except in the following exceptional cases: (i) the period needed to complete the project is fixed; (ii) the fixed-term worker is hired to fill a vacancy caused by a worker's temporary suspension from duty; (iii) the period needed to complete study at school or vocational training is fixed; (iv) the job is provided by the government as an unemployment or welfare measure, etc.; and (v) the job requires professional knowledge and skills.
13: Types of work for which temporary work agency (TWA) employment is legal	TWA employment, in principle, is allowed in only 32 occupations determined on the basis of professional knowledge, skills, experience and the nature of jobs. However, where TWA employment is required for temporary or intermittent reasons, it is possible to use TWA employment in other occupations. In some occupations, such as construction work, seamen, harmful and dangerous work, work with dust, etc., the use of TWA employment is completely prohibited.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	Yes. Assignments for temporary and intermittent reasons can be renewed once (Art. 6, Act on the Protection etc. of Dispatched Workers). No limitation on other assignments. There are no limits for contracts between the worker and the agency provided that the worker changes user employer once maximum assignment duration is reached.
15: Maximum cumulated duration of TWA assignments (f)	The maximum cumulated duration of temporary work assignments is 2 years in the case of the 32 occupations for which TWA employment is allowed. But in the case of temporary and intermittent reasons, the maximum duration of assignment is three months, in principle, and can be extended for up to another three months, raising the maximum duration up to six months. There are no limits for contracts between the worker and the agency provided that the worker changes user employer once maximum assignment duration is reached. In fact, the contract between the agency and the worker can even be open-ended. Calculation (for EPL indicators): average max duration of assignments in the 32 occupations and other cases.
16: Does the set-up of a TWA require authorisation or reporting obligations?	The set-up of a TWA requires administrative approval, which should be renewed every three years. With regard to worker dispatch services (the business of providing temporary agency workers), a report should be made to the competent authorities every six months.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	If a temporary agency worker is engaged in a job that is the same as or similar to the one of another worker of the user firm, both TWA and user firm should not discriminate against the TWA worker in terms of wages or other working conditions without reasonable cause, and the worker who was discriminated against can file a discrimination claim with the Labor Relations Commission.
18: Definition of collective dismissal (b)	The Labor Standards Act requires firms to report to Ministry of Labor and Employment in the case of managerial dismissals above a certain size. (>10 workers in firms <100 employees; >10% of workers in firms 100-999 employees; >100 workers in firms >1000 employees.)
19: Additional notification requirements in cases of collective dismissal (g)	Notification to Ministry of Labor and Employment 30 days before the dismissal is necessary when dismissing a certain number of employees or more.
20: Additional delays involved in cases of collective dismissal (h)	Notification to Ministry of Labor and Employment 30 days before the dismissal. Beyond this requirement, no special regulations (as for the case of dismissal for managerial reasons, an employer should have a sincere consultation with workers' representatives over efforts to avoid dismissal and fair and rational criteria for selecting workers to be dismissed for 50 days).

<p>21: Other special costs to employers in case of collective dismissals (i)</p>	<p>Type of negotiation required: Sincere consultation on need for redundancy, dismissal standards and employee selection. An employer should make efforts to avoid dismissal for managerial reasons in order to justify it. He/she should take such measures as voluntary retirement, reassignment, out-placement, temporary shutdown, and working hour reduction. Selection criteria: Law lays down union participation, but no specific selection criteria for dismissal other than “rational and fair standards”. Severance pay: No special regulation for collective dismissal.</p>
---	--

Legend: d: days; w: weeks; m: months; y: years. For example “1m < 3y” means “1 month of notice (or severance) pay is required when length of service is below 3 years”.

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

LUXEMBOURG

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Employees must be notified of dismissal by registered mail. If the firm employs more than 150 workers, workers' representatives or, if they do not exist, the labour inspectorate must also be notified (Art. L124-2 code du travail, CT hereafter). For dismissals affecting the volume or structure of employment, the enterprise's works council (if applicable) must also be notified of impending dismissals (Art L423-3 CT). Works councils are compulsory in firms having normally employed at least 150 workers in the last 3 years (Art L421-1 CT)
2: Delay involved before notice can start	The employer must notify the employee of the dismissal by registered mail. The notice period starts either on the 1 st or 15 th day of the month following notice being received by the employee, whichever is the earliest. Firms with more than 150 employees (that account for e.g. more than 60% of manufacturing employment – source: OECD SDBS database) must invite, through registered letter, the worker to an interview before notifying the dismissal (art L124-2 CT). Calculation (for EPL indicators): based on large firms: 3 days for letter sent by registered mail, 7 days on average until start of notice period, plus 3 days for inviting to the interview.
3: Length of notice period at different tenure durations (a)	In the event of termination of an employee at the initiative of the employer, the employment contract ends: after two months' notice to an employee with less than five years' continuous service; after four months' notice to an employee with between five and ten years of continuous service; after six months' notice to an employee with ten years of continuous service.
4: Severance pay at different tenure durations (a)	Employees with at least five years of continuous service are entitled to severance pay if their indefinite contract is terminated by the employer. The severance pay shall not be less than one month salary after five years service; two months after 10 years service; three months after 15 years service; six months after 20 years service; nine months after 25 years service; and 12 months after 30 years' continuous service. Firms with less than 20 employees can choose between making severance payments or giving additional notice equivalent to the amount of severance pay.
5: Definition of unfair dismissal (b)	Dismissal is fair if it is based on serious misconduct; worker capability; economic needs of the business. In assessing the conduct of the employee in unfair dismissal cases, judges take into account education, work histories, social status and elements affecting the employee's responsibility and consequences of dismissal.
6: Length of trial period (c)	The maximum length of the trial period for a contract of unlimited duration is 6 months. But the following exceptions apply: 3 months for a level of qualification inferior to "certificat d'aptitude technique et professionnelle de l'enseignement secondaire technique"; and 12 months if the initial gross monthly wage is greater than a given threshold (in 2012, 4053,61 € or 756,27 of the re-evaluation index – equal to 536€ for a value of 100). Calculation (for EPL indicators): average of the three situations.
7: Compensation following unfair dismissal (d)	If the dismissal is found to be unfair, the employer may be required to pay damages to the employee. In determining the amount of damages, the court will consider a period which should have been sufficient for the employee to find a new job (typically 4-6 months). The dismissed employee must demonstrate that he/she has taken necessary steps to find a new job. The court also takes into account various factors such as seniority, age and family situation. One month of additional compensation must be paid by the employer if he/she does not want to reinstate the employee. Calculation (for EPL indicators): Typical compensation at 20 years of tenure: 5 months + 1 month in the case the employer does not want to reinstate the worker.
8: Reinstatement option for the employee following unfair dismissal (b)	When ruling on unfair dismissal, judges may request that the employee is reinstated. If the employer does not want to reinstate the employee, the employer can pay one months' salary as additional compensation.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	The time limit for making a claim of unfair dismissal is three months from the date of the notification or the date when the employee received the requested reasons for dismissal.
10: Valid cases for use of standard fixed term contracts	Fixed-term contracts can be used to replace temporarily absent employees (except where the absence is due to an industrial dispute), where the work is of a seasonal, temporary, urgent or occasional nature, in response to a temporary increase in work in the enterprise, to hire approved categories of unemployed persons registered with the <i>Agence pour le Développement de l'Emploi</i> (the authorisation takes into account age, training and duration of unemployment), and with the authorisation of the Labour Ministry, employment intended to promote the hiring of some categories of workers or to engage in training.

11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	A fixed-term contract can be renewed twice. Some categories of workers (teachers, artists, performers, athletes, coaches) are not subject to restrictions on renewals of fixed-term contracts.
12: Maximum cumulated duration of successive standard FTCs	A fixed-term contract cannot exceed 24 months in duration (including renewals). Fixed-term contracts for seasonal work cannot exceed 10 months in a 12 month period.
13: Types of work for which temporary work agency (TWA) employment is legal	TWA workers may be employed to replace an absent employee or an employee whose employment contract is suspended for a reason other than a labour dispute or to replace an employee whose position became vacant before the entry into service of his successor; for seasonal jobs; for jobs in specific sectors or occupations where the nature of the work is temporary; or to perform urgent work.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	The contract can be renewed twice without exceeding the 12 month limit.
15: Maximum cumulated duration of TWA assignments (f)	Except for seasonal jobs, the contract should not exceed 12 months in duration for the same employee in the same job, including renewals.
16: Does the set-up of a TWA require authorisation or reporting obligations?	Temporary work agencies require authorization from the Ministry of Labour and the Ministry of Small Enterprises, which is granted initially for 12 months. A request for extension of authorization must be made three months before the expiry of the authorisation. If granted, the authorisation runs for a further two years. After a period of three years of authorised operation, the agency will be granted unlimited authorisation.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	A TWA worker is required to receive the same pay and conditions as an employee with the same or an equivalent qualification hired by the user firm as a permanent employee.
18: Definition of collective dismissal (b)	Additional regulations apply for dismissals of 7 or more workers within a 30 day period or 15 or more workers within a 90 day period.
19: Additional notification requirements in cases of collective dismissal (g)	The works council and the labour inspectorate must be notified of the dismissal. Calculation (for EPL indicators): 2 minus notification requirements specified in item 1 (1 for works councils and 0 for the labour inspectorate: worker representatives must be elected in firms with more than 15 employees (Art. L411-1 CT); therefore, for individual redundancies in large firms, there is no obligation of notifying the labour inspectorate).
20: Additional delays involved in cases of collective dismissal (h)	Once notification has been given, negotiations start on a social plan, which must be finalised within 2 weeks. If there is no agreement, the parties resort to the <i>Office national de conciliation</i> , which invite them to a conciliation hearings within 2-5 days. Conciliation hearings must be concluded in 2 weeks. After the social plan has been agreed to, individual notification can be given to workers. Dismissals cannot effectively take place before 75 days from notification (art. L166-2, L166-5, L166-6 CT). Calculation (for EPL indicators): average with and without agreement: $75+14 + ((2+5)/2+14)/2 - 11.5$ (delays reported in item 2) - 60 (average notice period reported in item 3). = 26.25 days
21: Other special costs to employers in case of collective dismissals (i)	The social plan typically contains internal and external reclassification measures and the amount of additional compensation payable.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).



Luxembourg

h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).

i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

MEXICO

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	The employer who dismisses a worker shall give written notice to the employee clearly indicating the conduct or conducts that motivate his/her dismissal and the date or dates on which they were committed. The notice shall be delivered personally to the employee at the moment of the dismissal or the employer shall notify to the Conciliation and Arbitration Board competent within five business days. The Board will notify the employee (Art. 47 Federal Labour Law, FLL hereafter).
2: Delay involved before notice can start	The notice must be communicated to the employee.
3: Length of notice period at different tenure durations (a)	All workers: No minimum notice period.
4: Severance pay at different tenure durations (a)	Dismissals are justified only if the worker in the course of his employment is guilty of a dishonest or dishonourable act. Dismissed workers shall be entitled to a service bonus of 12 months per year of service. In the case of physical or mental disability or manifest unfitness of the worker that makes impossible continued employment, severance pay is 1 month plus 12 days per year of service (Art. 54 FFL). However, permanent workers shall be entitled to a length-of- service bonus, consisting in twelve days' wages for each year of service even if they resign voluntarily, on condition that they have completed at least fifteen years of service. (Art. 162 FLL). Calculation (for EPL indicators): severance pay minus entitlements upon quitting.
5: Definition of unfair dismissal (b)	Justified: Dismissals are justified only when the employer can demonstrate the worker's lack of integrity or actions prejudicial to the company's interests (such as negligence, imprudence, or disobedience). Dismissal for physical or mental disability or manifest unfitness of the worker that makes impossible employment continuation is also justified. Unfair: In all other cases, including where relevant notification procedures have not been followed, the dismissal will usually be ruled unfair.
6: Length of trial period (c)	The FLL regulates the trial period as follows: Article 39A: In an employment relation of unspecified duration or when exceeding 180 days, the trial period, may not exceed 30 days, with the only purpose to verify that the employee meets the requirements and skills needed to develop the work requested. The trial period may be extended up to 180 days, only in the case of workers in management positions, managerial and other involved in the management or administrative functions in the company or establishment or the performance of specialized, professional, or technical work. At the end of the trial period, if the worker cannot prove to satisfy the qualifications and skills needed to develop the work, the employer, taking into account the opinion of the Joint Commission on Productivity, Development and Training, will terminate the employment relationship without liability. Calculation (for EPL indicators): average of the 2 situations: 3.5 months
7: Compensation following unfair dismissal (d)	In the case of dismissal without "just cause", compensation of 3 months plus 20 days per year of service. Back pay accrues from the date of dismissal. Calculation (for EPL indicators): Typical compensation at 20 years tenure (all workers): 15 months (compensation plus backpay minus seniority bonus minus severance pay mentioned in Item 4).
8: Reinstatement option for the employee following unfair dismissal (b)	The employee may request reinstatement, but the employer can be exempted from reinstating the employee by paying compensation to the employee in cases where the employee had tenure of less than one year, was employed on a casual basis or where an ongoing employment relationship is not possible the worker, because of the position he/she holds or the nature of his/her work, is in direct and permanent contact with the employer. Calculation (for EPL indicators): average of the two cases
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	In accordance with the provisions of Art. 518 FLL, the legal prescription for unfair dismissal claims is two months. The prescription runs from the day following the date of termination of the employment relationship.
10: Valid cases for use of standard fixed term contracts	Restricted to objective situations (replacement, temporary increase in workload, work on a project that is itself of a fixed-term nature, etc.), with the exception of a few occupations. Extent of use determined in consultation with union delegates.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limit specified, negotiable by both parties.

12: Maximum cumulated duration of successive standard FTCs	No limit specified, negotiable by both parties. If the fixed term contract is to perform work of a fixed-term nature, the contract will extend as long as the work extends.
13: Types of work for which temporary work agency (TWA) employment is legal	The FLL regulates TWA employment in Articles 15-A, 15-B, 15-C and 15-D. The use of TWA employment should not cover the same activities that are normally performed in the user establishment. Moreover, jobs of regular and TWA workers at the user establishment must be different. Moreover, TWA employment must be justified by its specialized nature. The use of TWA employment is not permitted when worker's contract are transferred from the user firm to the agency, with the clear aim of reducing labor rights.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No limit for both contracts and assignments
15: Maximum cumulated duration of TWA assignments (f)	No limit for both contracts and assignments
16: Does the set-up of a TWA require authorisation or reporting obligations?	No requirements
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Article 14 of the FLL establishes responsibilities for companies that use intermediaries for hiring workers. Workers shall have the right to provide their services under the same conditions and have the same rights that apply to other workers who perform work in the company or similar establishment.
18: Definition of collective dismissal (b)	The Federal Labour Law does not contain a definition of collective dismissal, but it contemplates the collective termination of employment relationships, following the closure of establishments or undertakings or by the permanent reduction of their production, mainly for economic reasons (Chapter VIII, FLL).
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Duty to inform and consult with trade union/employee representatives. Notification of public authorities: Notification to Conciliation and Arbitration Board if no agreement with union can be found.
20: Additional delays involved in cases of collective dismissal (h)	Type of negotiation required: Negotiation with employee representatives on conditions and procedures of dismissal. If no agreement is reached, agreement by Conciliation and Arbitration Board on terms of dismissal is required. For the related procedure, a hearing must be performed within the fifteen working days following the date in which the complaint was presented or at the conclusion of the investigations (Art. 893 FLL).
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Negotiation with employee representatives on conditions and procedures of dismissal. If no agreement is reached, agreement by Conciliation and Arbitration Board on terms of dismissal required. Selection criteria: Usually seniority-based. Severance pay: 3 months in addition to seniority bonus (Art. 436 FLL)

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

NETHERLANDS

Items	Regulations in force on 1 January 2013
<p>1: Notification procedures in the case of individual dismissal of a worker with a regular contract</p>	<p>Dutch dismissal law is governed by a dual system. Termination via PES: where a private sector employer wishes to terminate an employment contract and the parties do not agree about ending the contract, the employer requires prior permission from a public administrative body, UWV Werkbedrijf. This procedure acts as a preventive check to determine the reasonableness of any intended dismissal. It is financially less onerous than the alternative one but takes longer. In fact, if the dismissal is not sufficiently founded on reasonable grounds the employer is denied a permit to dismiss; if dismissal nonetheless follows, the employee has legal grounds to contest its validity.</p> <p>Termination via courts: instead of turning to the public employment service, both employers and employees can file a request to Court to dissolve the employment contract "for important reasons". This is more expensive (see items on severance pay) but is shorter and administratively less onerous.</p> <p>Courts are used in 50% of the cases</p> <p>Calculation (for EPL indicators): the reduction in procedural inconveniences is meant to reflect the simplicity of court procedure over the use of the PES system. On the other hand, the higher cost is reflected in the increase in average severance pay.</p>
<p>2: Delay involved before notice can start</p>	<p>Termination via PES: Authorisation procedure normally takes 4-6 weeks.</p> <p>Termination via courts: The delay in cases which proceed to court varies from 1-30 days.</p> <p>Calculation (for EPL indicators): average of PES (5 weeks on average) and courts (15 days on average).</p>
<p>3: Length of notice period at different tenure durations (a)</p>	<p>Termination via PES: 1m for the first five years of service, extended by one more month for every additional 5 years of service, up to a maximum of 4 months. In practice, the maximum is closer to 3 months since time spent for the prior authorisation procedure is compensated by lowering the notice period by one month.</p> <p>9 months tenure: 1 month (no compensation), 4 years tenure: 1 month (no compensation), 20 years tenure: 4 months (3 months if compensation applies).</p> <p>Termination via Court: decision is effective immediately, i.e. there is no notice period in this case (and labour courts are used in 50% cases).</p> <p>Calculation (for EPL indicators): average of PES /courts (0)</p>
<p>4: Severance pay at different tenure durations (a)</p>	<p>Termination via PES: no severance pay.</p> <p>Termination via Court: The court may determine severance pay, roughly according to the formula: $A*B*C$ where:</p> <p>A = tenure of a person (until age 35: $0.5 * \text{years of tenure}$; age 35-45 $1 * \text{years of tenure}$; age 45-55: $1.5 * \text{years of tenure}$; age over 55: $2 * \text{years of tenure}$).</p> <p>B = monthly gross salary.</p> <p>C = correction factor (no maximum, but a correction factor above 2 is extremely exceptional).</p> <p>In this case (1 in 2 cases), 9 months tenure: 0 month, 4 years tenure: 3.2 month, 20 years tenure: 20 months (takes into account the correction factor mentioned above - as estimated by Dutch gov.).</p> <p>Calculation (for EPL indicators): average of PES (0)/courts</p>

<p>5: Definition of unfair dismissal (b)</p>	<p>Fair: Dismissals on grounds of employee conduct or unsuitability, and for economic redundancy. In the latter case, data on the financial state of the company and proof that alternatives to redundancy have been considered must be given, and the selection of dismissed employees be justified. In the former case, concerning an open-ended employment contract, employers can fire a person in one of the following situations:</p> <ul style="list-style-type: none"> - If an employee no longer fulfils his or her job in a satisfactory way or if he or she has become or is unsuitable for the job (except in case of illness). - If there is a serious conflict between employee and employer. - If the employee has conscientious objections to performing his or her job and the employer cannot offer other suitable work. - If the employee is long-term disabled for work. - If the employee behaves inappropriately for instance in case of theft or being drunk during working hours. <p>Unfair: Unfair are "obviously unreasonable" terminations, and dismissals of pregnant women, the disabled, new mothers and works council members, including, more precisely:</p> <ul style="list-style-type: none"> - On grounds concerning for instance religion, race, age, or disability (discrimination). - During the first 2 years of illness or labour disability of an employee. - Due to pregnancy or during maternity leave. - Because the employee wants to make use of his or her rights to parental leave. - Because the employee is member of a works council or association for personnel; member of a certain political party; trade union member; and in some other cases.
<p>6: Length of trial period (c)</p>	<p>It is not mandatory by law to agree upon a trial period, but most jobs contain such an agreement. The maximum duration is two months. A maximum of 1 month applies to temporary contracts which last shorter than 2 years or if it involves a temporary contract that has no end date. A maximum of 2 months applies to an open-ended employment contract and to a temporary contract that last more than 2 years.</p>
<p>7: Compensation following unfair dismissal (d)</p>	<p>Termination via PES: The employee can still file a claim at the court for unfair dismissal. If the court comes to the conclusion that the dismissal was unfair it usually grants financial compensation according to the same formula mentioned at Item 4 minus the salary paid during the processing time of UWV Werkbedrijf and during the notice period. Termination via court: If the court thinks that termination is unfair, but upholds the contract as not feasible, then the correction factor will be more than one.</p> <p>Recent research documents the average compensation for dissolving a contract is equivalent to about 7 months pay.</p>
<p>8: Reinstatement option for the employee following unfair dismissal (b)</p>	<p>The option of reinstatement is rarely made available to the employee.</p>
<p>9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)</p>	<p>6 months from the effective date of termination (Civil Code, art. 7:683).</p>
<p>10: Valid cases for use of standard fixed term contracts</p>	<p>No restrictions.</p>
<p>11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)</p>	<p>3. Three successive fixed-term contracts not exceeding a period of 3 years. A fourth renewal or a renewal exceeding a total period of 3 years will alter the fixed-term contract automatically into a contract of indefinite time. The number of renewals (3) and/or the time (3 years) can be changed (more/less) by collective agreement.</p>
<p>12: Maximum cumulated duration of successive standard FTCs</p>	<p>No limit for first fixed-term contracts, but 3 years in case of renewals.</p>
<p>13: Types of work for which temporary work agency (TWA) employment is legal</p>	<p>General, with the exception of seamen.</p>
<p>14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)</p>	<p>No restriction for assignments</p> <p>Legally no restriction for contracts in the first half year. This period has been extended by collective agreement to 78 weeks. Then a maximum of 8 renewals of TWA contracts each for a period of 3 months. After that period a further renewal will change a TWA contract into a contract for an indefinite period with the Temporary Work Agency.</p>
<p>15: Maximum cumulated duration of TWA assignments (f)</p>	<p>Unlimited. After 3.5 years of accumulation of TWA contracts, the last fixed-term contract will be altered into a contract for an indefinite period with the TWA.</p>
<p>16: Does the set-up of a TWA require authorisation or reporting obligations?</p>	<p>No</p>

17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Yes, equal treatment on pay and conditions, but can deviate from this regulation by collective agreement. In fact, Art.19, §5b of the Collective Labour Agreement for Temporary Agency Workers stipulates that deviations concerning wages are possible in the first 26 weeks of an assignment.
18: Definition of collective dismissal (b)	Over 3 months, 20+ workers dismissed by one employer in one employment service region. Terminations by mutual agreement shall also be included in the number of dismissed employees for the purpose of determining whether a collective dismissal is taking place (Act No. 197/2011 dated 17 November 2011: amendment to the Collective Redundancy Notification Act, 24 March 1976, Art. 3 (1)).
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Duty to inform and consult with Works Council and trade union delegation. Notification of public authorities: Notification of regional employment office.
20: Additional delays involved in cases of collective dismissal (h)	30 days waiting period to allow for social plan negotiations (unless the social partners have agreed in writing to refrain from the waiting period).
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on alternatives to redundancy and ways to mitigate the effects; social plan will normally be agreed outlining transfers, re-training, early retirement measures and financial compensation. Selection criteria: "Mirror-image" of existing workforce (age balance of the workforce). Severance pay: No legal entitlement, but social plans often contain severance pay or top-ups to unemployment benefits. Severance pay through social plans is often lower than the formula mentioned in Item 4.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

NEW ZEALAND

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>Personal reasons: Under the Employment Relations Act 2000 (ERA), employers, employees and unions must deal with each other in good faith. This means that before an employer can dismiss an employee, an employer must give their employee warnings and provision of an opportunity to the employee to answer allegations and improve performance, clear explanations and reasonable notification of the reasons for that employee's dismissal. Further, all employment agreements must set out, in plain language, the procedure for resolving employment relationship problems, which may include a procedure for notification. The minimum requirements for a fair disciplinary process are: i) having regard to the resources available, did the employer sufficiently investigate the allegations against the employee; ii) did the employer raise his or her concerns with the employee before taking action; iii) did the employer give the employee a reasonable opportunity to respond to those concerns; and iv) did the employer genuinely consider the employee's explanation (if any) in relation to the allegations.</p> <p>Redundancy: the principle of good faith also applies specifically to making employees redundant. This means that an employer must give unions and employees explicit, reasonable notice before redundancies are implemented. Employment agreements must contain provisions to prescribe procedures when restructuring occurs due to contracting out or the sale or transfer of the employee's work. The employer's action must be that of a fair and reasonable employer taking all the circumstances of the case into account. Calculation (for EPL indicators): $1.5 = (1+2)/2$</p>
2: Delay involved before notice can start	<p>Personal reasons: Notification orally or in writing (as provided for in contract), after previous warning.</p> <p>Redundancy: The principle of good faith requires consultation with employees and unions over matters that affect collective employment interests (such as selection and ways of avoiding dismissal). Calculation (for EPL indicators): average of redundancy and personal reasons Personal reasons 1 day for notice + 6 days for prior warning procedure; 1 day for notice and at least 2 days for consultation</p>
3: Length of notice period at different tenure durations (a)	<p>All workers: No specific period is required under the ERA, but the duty of good faith, as well as case law, requires that reasonable notice be provided. Usually 1-2 weeks for blue collar and 2+ weeks for white collar workers.</p> <p>An analysis of collective employment agreements (CEA) by a New Zealand university in 2012 indicated that 4 weeks' notice for redundancy is the most common provision in CEAs.</p>
4: Severance pay at different tenure durations (a)	<p>Personal reasons: none.</p> <p>Redundancy cases: no statutory requirements to pay severance pay. However, collective agreements often require severance pay. But only a small percentage of workers are covered by collective agreements.</p> <p>There are some entitlements in the case of redundancy due to outsourcing of part of the production process to a contractor. In such cases, the affected workers have the right to transfer to the new employer (the contractor). If the new employer refuses the transfer of one or more workers, the affected workers are entitled to redundancy entitlement from the new employer including compensation upon agreement of both parties. If they fail to agree, the authority will determine such entitlement (Part 6A of ERA).</p>
5: Definition of unfair dismissal (b)	<p>Dismissal is justified if there is a good substantive reason to dismiss (where it could be open to a fair and reasonable employer to dismiss an employee in those particular circumstances) and the employer carries out the dismissal fairly and reasonably in those circumstances. However, the legislation recognises that there may be more than one fair and reasonable response or outcome that might be justifiably applied by a fair and reasonable employer in these circumstances.</p> <p>What is a "good substantive reason" for dismissal will depend upon the circumstances of each individual case, but there are three main grounds: misconduct, lack of competence, redundancy.</p> <p>What is 'fair' process of dismissal will also depend upon the circumstances of each individual case. The Authority and the Court have generally placed most emphasis on the fact that an employee must be given reasonable notice of the specific allegation against them, a reasonable opportunity to respond to those allegations. An employer must also give unbiased consideration to an employee's explanation.</p> <p>The test used by the Employment Relations Authority (and the Courts) also sets out the minimum requirements of a fair process (as above), but the Authority must not determine that a dismissal is unjustifiable solely because of defects in the process, if the defects are minor and did not result in the employee being treated unfairly.</p>

<p>6: Length of trial period (c)</p>	<p>The maximum length of trial periods is 90 days. Employers and employees can agree on a shorter trial period.</p> <p>Trial periods must be agreed to in writing before the employee starts work and they may only be entered into with new employees (they cannot have worked previously for that employer). An employee who is dismissed before the end of a trial period cannot raise a personal grievance on the grounds of unjustified dismissal. They can raise a personal grievance on other grounds, such as discrimination or harassment or unjustified action by the employer.</p>
<p>7: Compensation following unfair dismissal (d)</p>	<p>Compensation is set on a case-by-case basis. The ERA's provisions on personal grievances provide for some of the following remedies: reinstatement, reimbursement of lost wages; and payment of compensation, including compensation for humiliation, loss of dignity, injury to employee's feelings, and for loss of any benefit.</p> <p>Statistics on the amounts awarded by the Authority for all personal grievance cases (including unfair dismissal) are published on the Ministry of Business, Innovation and Employment's website: http://www.dol.govt.nz/er/services/law/case/costaward/</p> <p>In the 2011 calendar, the average amount of compensation awarded was NZ\$5,322.49 per case or NZ\$5,048.76 per applicant.</p> <p>Calculation (for EPL indicators): Typical compensation at 20 years tenure: backpay of 6 months (assumes case takes 6 months to complete) + median compensation payment of NZ\$5,000 in the first half of 2012 (equivalent to 6.2 weeks wages based on median weekly wages and salaries earnings taken from 2008 New Zealand Income Survey).</p>
<p>8: Reinstatement option for the employee following unfair dismissal (b)</p>	<p>The Authority may provide for reinstatement as a remedy where practicable and reasonable.</p> <p>In determining whether it is practicable to order reinstatement, the Authority will determine whether the level of mutual trust and confidence that remains between the parties would enable them to resume a productive employment relationship if reinstatement were ordered.</p>
<p>9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)</p>	<p>90 days, but a potential applicant may ask the Employment Relations Authority to allow for filing a claim out of time in exceptional circumstances, including trauma of employee caused by the dismissal, failure to file due to a dilatory agent, no explanation of employment relationship resolution problems in the employee's employment agreement and the failure of the employer to provide, on request, a written statement of the reasons for dismissal.</p>
<p>10: Valid cases for use of standard fixed term contracts</p>	<p>The ERA provides that before an employee and an employer agree that the employee's employment will be based on a fixed term, the employer must have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to be fixed term.</p> <p>The ERA also provides that the following reasons are not genuine reasons for agreeing to fixed term employment: to exclude or limit the rights of an employee under the ERA; and to establish the suitability of the employee for permanent employment.</p>
<p>11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)</p>	<p>There is no limit specified in legislation. However, there is a risk that that the Courts will find a fixed-term agreement does not meet the requirements for a fixed-term agreement if there is continuous renewal of the agreement. This will be decided on the individual circumstances of the case.</p>
<p>12: Maximum cumulated duration of successive standard FTCs</p>	<p>No limit, unless it is shown that the employer does not have genuine reasons based on reasonable grounds.</p>
<p>13: Types of work for which temporary work agency (TWA) employment is legal</p>	<p>General</p>
<p>14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)</p>	<p>New Zealand does not have any specific provisions on temporary agency workers in its employment relations legislation. No limit specified in the case of assignments.</p> <p>A worker who has an employment relationship with an agency has the same employment rights and obligations as any other type of employee.</p> <p>If an agency employs a worker on a fixed term agreement, then they must have genuine reasons based on reasonable grounds for the fixed term (as per item 10).</p>
<p>15: Maximum cumulated duration of TWA assignments (f)</p>	<p>No limit, unless it is shown that the employer does not have genuine reasons based on reasonable grounds.</p>
<p>16: Does the set-up of a TWA require authorisation or reporting obligations?</p>	<p>No</p>

17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	There are no specific provisions on temporary agency workers that require their wages or working conditions to be equal to that of regular workers.
18: Definition of collective dismissal (b)	No definition of collective dismissal.
19: Additional notification requirements in cases of collective dismissal (g)	<p>Notification of employee representatives: No special regulations for collective dismissal. Good faith applies to redundancy and requires consultation with employees and unions over matters that affect collective employment interests. This covers prior consultation over matters such as how to avoid dismissals.</p> <p>Notification of public authorities: Not required.</p>
20: Additional delays involved in cases of collective dismissal (h)	No special regulations for collective dismissal.
21: Other special costs to employers in case of collective dismissals (i)	<p>Type of negotiation required: No legal requirements apart from procedural fairness and consultation requirements plus additional employment protection for employees where the work they are performing is contracted out, sold, or transferred to another business (see Item 4 and below)</p> <p>Selection criteria: The duty of good faith requires that an employer's basis for redundancy selection be fair. In redundancy situations employees providing certain services (cleaning and food catering, laundry services in hospitals, age-related residential care facilities and the education sector, orderly services in hospitals and the age-related residential care facilities and caretaking in the education sector) have the right to transfer to a new employer on the same terms if they wish.</p> <p>Severance pay: No special regulations for collective dismissal.</p>

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

NORWAY

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>Written notice to employee, with statement of reasons upon request. Before making a decision regarding dismissal with notice, the employer shall, to the extent that it is practically possible, discuss the matter with the employee and the employee's elected representatives unless the employee himself does not desire this (Working Environment Act, WEA hereafter, Section 15-2).</p> <p>Calculation (for EPL indicators): average of with and without consent of the employee - $(2+1)/2=1.5$.</p>
2: Delay involved before notice can start	<p>The written notice can be handed directly to the employee or sent as a registered letter. The notice period runs from the first day of the month following that in which notice was given. Before making a decision regarding dismissal with notice, the employer shall, to the extent that it is practically possible, discuss the matter with the employee and the employee's elected representatives unless the employee himself does not desire this.</p> <p>Calculation (for EPL indicators): 16 days = 1 day for notice + 2/2 days for discussion + 15 days on average until start of next month</p>
3: Length of notice period at different tenure durations (a)	<p>All workers: 14d<6m, 1m<5y, 2m<10y, 3m>10y. If an employee is dismissed after at least ten years' employment with the same undertaking, the period of notice shall be at least four months when given after the employee is 50 years of age, at least 5 months after the age of 55 and at least six months after the age of 60.</p>
4: Severance pay at different tenure durations (a)	<p>None by law, but collective agreements may under certain conditions require additional payment. However, severance pay schemes in collective agreements usually take the form of fee-based insurance schemes, with employers' contributions.</p>
5: Definition of unfair dismissal (b)	<p>Fair: Dismissals for personal and economic reasons (rationalisation measures, etc.) are possible. However, the courts have restricted personal reasons mainly to cases of material breach of the employment contract (disloyalty, persistent absenteeism, etc.). Social considerations, age or job tenure do not determine the choice of which worker to dismiss but can to a certain extent influence the decision.</p> <p>Unfair: Dismissals for economic reasons are unfair if the employee could have been retained in another capacity. Dismissals for reasons of age (under the age of 70), for trade union activities, military service, pregnancy and of recent mothers and employees on sick leave are also unfair.</p>
6: Length of trial period (c)	<p>By law up to 6 months trial period (14 days notice required for dismissal during the trial period).</p>
7: Compensation following unfair dismissal (d)	<p>In the case of unfair dismissal, the employee is entitled to compensation. The amount of compensation is determined by a court and varies depending on the financial loss, circumstances relating to the employer and employee and other facts of the case. Typical compensation of up to 6 months pay (although it can go up to 3 years in rare cases), plus back pay for the duration of the court case.</p> <p>Calculation (for EPL indicators): Typical compensation at 20 years tenure (all workers): 12 months.</p>
8: Reinstatement option for the employee following unfair dismissal (b)	<p>Reinstatement orders fairly frequent.</p>
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	<p>An employee who wishes to claim that a dismissal with notice or summary dismissal is unlawful, that it is a breach of the provisions of the WEA concerning preferential rights or that an unlawful temporary appointment, hiring or suspension has been made may demand negotiations with the employer. The time limit for requesting negotiations is 2 weeks. By contrast, The time period for claiming an unfair dismissal is eight weeks. If an employee claims compensation only, the time limit shall be six months. In individual cases, the parties may agree upon a longer time limit for initiating legal proceedings. The time limit starts to run from the conclusion of negotiations. If negotiations are not conducted, the time limit runs from the date of summary dismissal or the date notice start running. If the dismissal does not meet the formal requirements according to law, there is no time limit for such claims.</p> <p>Calculation: average of normal limit (8 weeks) and limit if only claiming compensation (6 months) minus average notice period (1 month)</p>

10: Valid cases for use of standard fixed term contracts	Fixed-term contracts are valid when warranted by the nature of the work and the work differs from that which is ordinarily performed in the undertaking, for work as a temporary replacement for another person or persons, trainee, participants in labour market schemes under the auspices or in cooperation with the Labour and Welfare Service, athletes, trainers, referees and other leaders within organised sports, chief executives of firms and when necessary as a result of an agreement with a foreign state or international organisation. National unions may enter into collective agreements with an employer or employers' association concerning the right to make temporary appointments within a specific group of workers employed to perform artistic work, research work or work in connection with sport. If a collective agreement is binding for a majority of the employees within a specified group of employees at the firm, the employer may on the same conditions enter into temporary contracts of employment with other employees who are to perform corresponding work.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	Estimated 1.5 In the case of successive contracts, justification of limitation of contract is subject to court examination.
12: Maximum cumulated duration of successive standard FTCs	The provisions concerning termination of employment relationships shall apply to employees who have been employed on fixed-term contracts for more than four consecutive years, with the exemption of trainees, participants in labour market schemes under the auspices or in cooperation with the Labour and Welfare Service, athletes, trainers, referees and other leaders within organised sport.
13: Types of work for which temporary work agency (TWA) employment is legal	TWA employment is legal under the same conditions as fixed-term contracts, which means when warranted by the nature of the work and the work differs from that which is ordinarily performed in the undertaking, for work as a temporary replacement for another person or persons, for work as a trainee, for participants in labour market schemes under the auspices of or in cooperation with the Labour and Welfare Service, for athletes, trainers, referees and other leaders within organised sport.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No limit specified, as long as there is an objective reason. In the case of successive assignments, if the subject is brought to court, justification of repeated use of TWA employment is subject to court examination.
15: Maximum cumulated duration of TWA assignments (f)	The provisions concerning termination of employment relationships shall apply to employees who have been temporarily employed for more than four consecutive years, with the exemption of trainees, participants in labour market schemes under the auspices or in cooperation with the Labour and Welfare Service, athletes, trainers, referees and other leaders within organised sport. Consequently, the maximum duration of assignments of the same worker within the same user firm is 4 consecutive years. Contracts between the agency and the worker can be open-ended.
16: Does the set-up of a TWA require authorisation or reporting obligations?	The set up of a TWA requires periodic reporting obligations.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	A regulation ensures equal treatment of regular workers and agency workers at the user firm. According to this, the TWA must ensure that the agency workers are given at least the same wage and working conditions (i.e. working time, holiday and holiday pay, wages, cost coverage) as the regular workers at the user firm.
18: Definition of collective dismissal (b)	10+ employees within a month.
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Duty to inform and consult with trade union/employee representatives. Notification of public authorities: Notification of Labour and Welfare Administration.
20: Additional delays involved in cases of collective dismissal (h)	30 days waiting period after the notification of the employment service. This period runs concurrently with the notice periods issued to the employees (Sec. 15-2(5) Working Environment Act. Good faith consultations with trade union/employee representatives preceding individual notice (evaluated at least 2 days). Calculation: at least 1 additional day for consultations with respect to delays indicated in item 2.
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on alternatives to redundancy and selection standards. Selection criteria: Accepted customary practice is by seniority, but recent case law gives more weight to business needs. Severance pay: No legal requirements.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:



Norway

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

POLAND

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Notification to representative trade union (establishment's trade union body, which represents the worker) of intention to terminate, including reasons for dismissal. If the employee is not protected by the union, the employer does not have to consult with the union about the dismissal. Written notice is usually given to the employee personally. In the case the employee takes the case to the labour court, the court may require evidence of a warning procedure.
2: Delay involved before notice can start	<p>The employer must establish whether the employee is represented by trade union. If yes, the employer must consult with the trade union, giving the union 5 days to respond. If the employee is not protected by the union, the employer does not have to consult with the union about the dismissal. Written notice is usually given to the employee personally.</p> <p>Calculation (for EPL indicators): Union members: 13 = 1 day to send enquiry + 5 days for response + 1 day to notify union + 5 days for consultations + 1 day for notice Non-union members: 7 = 1 day to send enquiry + 5 days for response + 1 day for notice On average: 10 days</p>
3: Length of notice period at different tenure durations (a)	<p>All workers on open-ended contracts: 2w<6m, 1m>6m, 3m>3y. 2w for school leavers in first job.</p> <p>Calculation (for EPL indicators): 9 months tenure: 1 month, 4 years tenure: 3 months, 20 years tenure: 3 months.</p>
4: Severance pay at different tenure durations (a)	<p>Usually none, but 1 month in case of termination due to disability or retirement.</p> <p>Moreover severance pay is paid by employers employing at least 20 employees when the employment contract is terminated in collective redundancies or in individual cases, due to reasons not attributable to employees, if these reasons solely justify termination (by notice or mutual agreement).</p> <p>Severance pay totalling:</p> <p>i) a one-month pay provided that the employee has been employed with a given employer for less than two years, ii) a two-month pay if the employee has been employed with a given employer for 2-8 years, iii) a three-month pay if the employee has been employed with a given employer for more than 8 years,</p> <p>Calculation (for EPL indicators): average of personal reasons and redundancy: 9 months: 0.5 months; 4 years: 1 month; 20 years: 1.5 months</p>
5: Definition of unfair dismissal (b)	<p>Termination with period of notice.</p> <p>The employee may apply to court if the termination of an open-ended contract of employment is:</p> <ul style="list-style-type: none"> - found unjustified or - contrary to the provisions on the termination of contracts of employment (for example: lack of notice in writing, lack of notification to representative trade union). <p>Fair/Justified: Court practice. Dismissals based on factors inherent in the employee (e.g. lack of competence, insufficient performance at work) or on economic grounds of redundancy of the job.</p> <p>Dismissal without notice.</p> <p>Justified only in cases provided by the law.</p> <p>Employee's fault:</p> <ul style="list-style-type: none"> - an employee commits serious violation of his/her basic duties; - an employee commits an offence that makes his/her further employment impossible; - an employee loses by his/her own fault the qualifications required by law to perform a particular job. <p>Unfair Dismissal which cannot be attributed to the employee's fault or the justified reasons mentioned above as well as dismissal due to absence from work due to illness or other excused reasons for a long period stated in this provision.</p>
6: Length of trial period (c)	All workers: There is a special type of contract: a contract for a trial period of no more than three months, which may precede any other contract.
7: Compensation following unfair dismissal (d)	<p>Compensation of up to 3 months depending on amount of salary earned in another job by the time of court decision.</p> <p>Calculation (for EPL indicators): Typical compensation at 20 years tenure (all workers): 3 months.</p>

8: Reinstatement option for the employee following unfair dismissal (b)	Reinstatement is possible (dismissal with notice as well as without notice), but not often made available by the court.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	An appeal against a notice of termination of a contract of employment shall be filed with the labour court within seven days of the delivery date of the letter terminating the contract of employment. A claim for reinstatement in employment or for payment of compensation shall be filed with the labour court within 14 days after the delivery date of the letter terminating the contract of employment without notice, or after the expiry of the contract of employment.
10: Valid cases for use of standard fixed term contracts	No restrictions on standard fixed-term contracts.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	2 successive fixed-term contracts allowed.
12: Maximum cumulated duration of successive standard FTCs	No limit
13: Types of work for which temporary work agency (TWA) employment is legal	Only allowed for: <ol style="list-style-type: none"> 1. seasonal tasks, periodic tasks or ad hoc tasks; 2. tasks whose timely performance by the user company's permanent staff would be impossible; 3. tasks normally falling within the duties of a temporarily absent employee of the user company.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No
15: Maximum cumulated duration of TWA assignments (f)	Over a period of thirty-six successive months, the total period of temporary work performed by the temporary worker for a single user employer may not exceed 18 months. If the temporary worker performs temporary work for a given user employer in a continuous manner and his work includes tasks that fall within the duties of an absent worker of the user employer, the period of temporary work may not exceed thirty-six months. After the period of temporary work referred to in the second paragraph above, performed for a given user employer, the temporary worker may be posted to the same user employer to perform temporary work not earlier than after thirty-six months. There are no limits for contracts between the worker and the agency provided that the worker changes user employer once maximum assignment length is reached. Calculation (for EPL indicators): $27 \text{ months} = (18+36)/2$
16: Does the set-up of a TWA require authorisation or reporting obligations?	The set up of TWA in Poland requires special administrative authorisation and entails periodic reporting obligations.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	A temporary employee during the period of performing work for a user firm cannot be treated less favourably with regard to working conditions and other terms of employment than employees employed by the user firm at the same or similar work station (remuneration included).
18: Definition of collective dismissal (b)	10 workers in firms with 20-99 employees. 10% in firms <300 employees. 30 workers in firms with 300 or more workers
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Duty to inform competent trade unions. Notification of public authorities: Notification of local employment office.
20: Additional delays involved in cases of collective dismissal (h)	Information to trade union 20 days before implementation and notification to PES before start of notice period. Calculation (for EPL indicators): 20 days - 10 days for individual dismissals

<p>21: Other special costs to employers in case of collective dismissals (i)</p>	<p>Type of negotiation required: Agreement to be reached with trade unions on alternatives to redundancy and ways to mitigate the effects. The parties should hold consultations in good faith, namely, with the intention of reaching an agreement. If consent as to the content of the agreement cannot be reached, the employer must prepare regulations defining the procedure for mass layoffs with special regard to agreements agreed with the company trade unions in the course of the negotiations. The agreement or employer's layoff program should cover at least: reasons for the intended collective layoff, the number of the employees employed and occupational groups to which these employees belong, the occupational groups to which the employees to be laid off belong, the period in which the employees will be laid off, proposed criteria of selecting the employees to be laid off under the collective layoff program, the sequence of laying the employees off, proposed resolution of employee issues related to the intended collective layoff, and if these issues include pecuniary benefits, the employer shall additionally present the methods for determining their amounts.</p> <p>Selection criteria: Law lays down union participation, but no specific selection criteria for dismissal.</p> <p>Severance pay: no additional requirement</p>
---	--

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

PORTUGAL

Items	Regulations in force on 1 January 2013
<p>1: Notification procedures in the case of individual dismissal of a worker with a regular contract</p>	<p>Dismissal due to extinction of work position: The employer notifies the grounds for dismissal, in writing, to: (i) the workers committee or, in its absence, the inter-union committee or union committee, (ii) the worker involved and, (iii) if the worker is a union representative, his/her union association, [number 1 of article 369 of the Labour Code (CT hereafter)]. Any worker involved, committee representing these workers or union association may, within the three business days following the employer's notification, request to the competent inspection service of the ministry responsible for the labour area, to check the established requirements for dismissal, informing simultaneously the employer of this fact (number 2 of article 370 of the CT).</p> <p>Dismissal due to unsuitability: The employer notifies the grounds for dismissal, in writing, to the worker and, if the worker is a union representative, the union association (number 1 of article 376 of the CT). If the worker is not a union representative, three business days after having received the notification, the employer must send the same notification to the union association that the worker has indicated for that effect or, if the worker does not indicate any union, to the workers committee or, if it does not exist, the inter-union committee or union committee (number 2 of article 376 of the CT).</p>
<p>2: Delay involved before notice can start</p>	<p>Dismissal due to extinction of work position: Procedure: During the 10 days following the notification referred to in the previous item, the organisation representing the worker, the worker involved and, if the worker is a union representative, the respective union association, may issue a statement. These same entities may request to the competent inspection service of the ministry responsible for the labour area to check the requirements for the dismissal, no later than three business days after the notification. This service prepares and sends to the employer and/or to the entity that requested its intervention the response to the inquiry on the matter subject to verification, within the period of seven days after receipt of the request (numbers 1, 2 and 3 of article 370 of the CT). Decision: After five days counted from the end of the period referred to above, the employer may proceed with the dismissal (number 1 of article 371 of the CT).</p> <p>Dismissal due to unsuitability: Procedure: A training and adaptation period or a previous warning must precede the beginning of the procedure of dismissal for unsuitability (see item 5). During the 10 days following the notification referred to in the previous item, the worker may attach documents and request the needed investigative evidences (number 1 of article 377 of the CT). If the worker requested to investigate evidences, the employer should inform the worker, the committee representing the worker and, if the worker is a union representative, the respective union association, of the result of this investigation (number 2 of article 377 of the CT). After these notifications, the worker and the committee representing the worker may, within the period of 10 business days, send to the employer their substantiated opinion, namely on the motives justifying the dismissal (number 3 of article 377 of the CT). Decision: After the receipt of the opinions referred to in the previous paragraph or the end of the period prescribed for this, the employer has 30 days to proceed with the dismissal, otherwise it will expire (number 1 of article 378 of the CT). Calculation (for EPL indicators): average of extinction of work position (16 days = 1 day for letter + 10 days for first notification and reactions + 5 days for employer to make decision) and unsuitability (24.5 days = 6 days for training and post-training adaptation or previous warning + 1 day for letter + 10 days for first notification plus 5/2 days for investigation plus 10/2 days for reaction to result of investigation). The last two items are divided by 2 to account for the possibility that investigation is not requested.</p>
<p>3: Length of notice period at different tenure durations (a)</p>	<p>Dismissal due to extinction of work position and dismissal due to unsuitability: The employer notifies the decision of the dismissal in advance at least by (number 3 of article 371 and number 2 of article 378, both of the CT):</p> <ul style="list-style-type: none"> - 15 days, in the case of workers with job tenure of less than one year; - 30 days, in the case of workers with tenure equal to or above one year and less than five years; - 60 days, in the case of workers with tenure equal to or above five years and less than ten years; - 75 days, in the case of workers with tenure equal to or above ten years.

<p>4: Severance pay at different tenure durations (a)</p>	<p>Severance payments in the case of termination of employment contracts signed after 1 November 2011:</p> <p>The worker is entitled to severance payments corresponding to 20 days of base wage and tenure-based increments for every year of tenure. The worker's monthly base wage and tenure-based increments that are considered for the calculation of the severance payments cannot be higher than 20 times the national minimum wage. The total amount of severance payments cannot be higher than 12 times the monthly base wage and tenure-based increments of the worker. In the case of fractions of years, the amount of severance payments is calculated proportionally (Article 366 CT).</p> <p>Severance payments in the case of termination of employment contracts of contracts signed before 1 November 2011:</p> <p>Severance pay is calculated as established in article 366 of the Labour Code, (number 1 of article 6 of Law number 23/2012):</p> <p>a) Regarding the contract period until 31st of October 2012, the amount of severance payments corresponds to one month of base wage and tenure based increments for every full year of tenure;</p> <p>b) Regarding the period of the contract after the date referred in the preceding subparagraph, the amount of severance payments corresponds to that established in article 366 of the CT (see above).</p> <p>c) The total amount of severance payments cannot be less than three months of base-wage and tenure based increments.</p> <p>Calculation (for EPL indicators): based on contracts signed after November 2011.</p>
<p>5: Definition of unfair dismissal (b)</p>	<p>Dismissal due to extinction of work position (art.368 CT): Dismissal due to extinction of work position can only take place if the subsistence of the work relation is, in practice, impossible and there are no fixed term contracts at the company with tasks similar to those of the extinct job. If the division has several identical jobs for the position to be extinguished, the employer is responsible for defining the relevant and non-discriminatory criteria for the choice of redundant workers in view of the objective of the job suppressions. Any worker who, in the three months prior to the beginning of the dismissal procedure, has been transferred to a job which is then suppressed, is entitled to be reallocated to the previous job, if it still exists, with the same base wage. It is considered that the subsistence of the work relation is, in practice, impossible when the selection of redundant employees is consistent with the selection criteria mentioned above.</p> <p>Dismissal due to unsuitability: (art. 375 CT): Dismissal due to unsuitability can occur if one of the following occurs: 1) continued reduction of productivity or of quality, repeated breakdowns in the resources allocated to the job and risks to the safety and health of the worker, other workers or third parties; or 2) the worker is allocated to a technically complex or management position and does not meet the objectives that were previously agreed in writing. Unsuitability under 1) can take place in two circumstances: i) in the previous six months, modifications of the job requirements occurred, vocational training suitable to the modifications of the job has been provided and after the training, the worker has been provided with a period of adaptation of at least 30 days; or ii) the following conditions are met, cumulatively: a) substantial modification of the output produced by the worker, determined by the poor performance of his/her duties which is predicted to be definitive; b) the employer informs the worker, attaching documents where the previously provided work is stated, demonstrating this way the substantial modification in the work provided (on which the worker may issue a statement in writing on the referred elements within a period of no less than five business days); c) after the worker statement or after the end of the period prescribed for that, the employer gives the worker, in writing, suitable orders and instructions relative to the execution of his/her tasks, with the purpose of correcting it; and d) suitable vocational training has been provided and after the training, the worker has been provided with a period of adaptation of at least 30 days.</p> <p>The procedure under ii) applies also to unsuitability under 2.</p> <p>Discriminatory dismissal is always unfair.</p> <p>Calculation (for EPL indicators): average of unsuitability (2) and redundancy (0.5).</p>
<p>6: Length of trial period (c)</p>	<p>The trial period, for an open ended employment contract, is of the following duration (number 1 of article 112 of the CT):</p> <ul style="list-style-type: none"> - 180 days for workers who hold positions of technical complexity, high level of responsibility or which presuppose special qualification, as well as those who perform trustworthy duties; - 240 days for workers who hold directorship or senior management positions; - 90 days for other workers <p>Calculation (for EPL indicators): average of qualified and other workers: 4.5 months</p>

<p>7: Compensation following unfair dismissal (d)</p>	<p>Dismissal declared unfair (art. 389 CT): The employer is condemned to indemnify the worker for all the (material and moral) damages caused. In the case of mere irregularity of the procedure for dismissals, due to omission of required investigative measures required both for misconduct and unsuitability, and if the justifying motives claimed for the dismissal are declared founded, the worker is merely entitled to indemnity corresponding to half the value that would result from the application of what established as regards indemnity instead of reinstatement at the worker's request (number 2 of article 389 of the CT).</p> <p>Indemnity instead of reinstatement (art. 391 CT): If the worker chooses an indemnity, instead of reinstatement, the court determines the amount, between 15 and 45 days of base wage and tenure-based increments for every year or year fraction of tenure, depending on the value of the wage and degree of unfairness. The indemnity cannot be less than three months of base wage and tenure based increments. In the case of micro-enterprises or workers holding management or directorship positions, the employer may request the court to refuse reinstatement, with the worker being entitled to indemnity, determined by the court, between 30 and 60 days of base wage and tenure-based increments for every year or year fraction of tenure, which cannot be less than the value corresponding to six months of base wage and tenure based increments. Calculation (for EPL indicators): average of unsuitability and redundancy. For the former, average of irregular procedure (10 months) and indemnity in lieu of reinstatement (20 months): 15 months</p>
<p>8: Reinstatement option for the employee following unfair dismissal (b)</p>	<p>Dismissal declared unfair:</p> <ul style="list-style-type: none"> - The employer is condemned to reinstate the worker in the same department of the company, keeping the previous category and tenure of the worker [subparagraph b) of number 1 of article 389of the CT]. - The worker may choose an indemnity, instead of reinstatement (article 391 of the CT), and the employer, in the case of a micro-enterprise or if the worker holds directorship or management positions, may request the court to avoid ordering reinstatement, based on facts and circumstances that would make the worker's return severely harmful and disturbing to the company's operation (article 392 of the CT). <p>In the case of mere irregularity on procedure for dismissals, due to omission of required investigative measures required both for misconduct and unsuitability, and if the justifying motives claimed for the dismissal are declared founded, the worker is merely entitled to indemnity at a reduced rate. Calculation: average of unsuitability (2) and redundancy (3)</p>
<p>9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)</p>	<p>The worker may choose to object to the dismissal, through submission of an application, to the competent court, within the period of 60 days, which starts when the dismissal notification is received or when the contract ends, except in the case of collective dismissal, which must be filed within the period of six months from the date when the contract ends (numbers 1 and 2 of article 387 and number 2 of article 388, both of the CT). Calculation (for EPL indicators): 2 month minus average notice period (1 month)</p>

<p>10: Valid cases for use of standard fixed term contracts</p>	<p>Admissibility of fixed term contracts: Fixed term contracts can only be used to meet a temporary need of the company and for the period strictly necessary to meet this need (number 1 of article 140 of the CT). The following are considered as temporary needs of the company (number 2 of article 140 of the CT):</p> <ul style="list-style-type: none"> - Direct or indirect replacement of a worker who is absent or, for any motive, is temporarily not capable of working [subparagraph a)]; - Direct or indirect replacement of a worker to whom an action of assessment of unfair dismissal is pendent in court [subparagraph b)]; - Direct or indirect replacement of a worker in a situation of unpaid leave [subparagraph c)]; - Replacement of a full-time worker who now works on a part-time basis for a defined period [subparagraph d)]; - Seasonal or other activity which annual production cycle shows irregularities arising from the structural nature of the respective market, including the supply of raw materials [subparagraph e)]; - Exceptional increase of the company's activity [subparagraph f)]; - Execution of occasional tasks or a certain service that is precisely defined and not long-lasting [subparagraph g)]; - Execution of a defined and temporary work, project or other activity, including the execution, direction or supervision of work in the area of civil construction, public works, industrial assembly and repair, under contract or direct administration, as well as the respective projects or other complementary activity involving control and monitoring [subparagraph h)]. <p>A fixed term contract may also be signed for (number 4 of article 140 of the CT):</p> <ul style="list-style-type: none"> - The launch of a new activity of an undefined duration, as well as the start-up of a company or establishment belonging to a company with less than 750 workers; - Contracting of workers in search of their first job, in a situation of long-term unemployment or other situation established in special employment policy legislation.
<p>11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)</p>	<p>Renewal of fixed term contracts: A fixed term contracts may be renewed up to three times (number 1 of article 148 of the CT), which means that the maximum number of successive fixed term contracts is 4 (initial contract plus the three permitted renewals). Exceptional renewal regime (Law 3/2012): Two exceptional renewals are permitted in the case of fixed term contracts which, up to 30 June 2013, reach the maximum limit of duration established in number 1 of article 148 of the CT (number 1 of article 2).</p>
<p>12: Maximum cumulated duration of successive standard FTCs</p>	<p>Duration of fixed term contracts: A fixed term contract may be renewed up to three times and their duration cannot exceed (number 1 of article 148 CT):</p> <ul style="list-style-type: none"> - 18 months, when involving a person in search of a first job; - Two years, in the other cases established in number 4 of article 140 (referred to in <i>item 10</i>); - Three years, in all other cases. - Six years in cases of uncertain duration <p>Exceptional renewal regime (Law 3/2012): The total duration of the renewals cannot exceed 18 months (number 2 of article 2) and the duration of each exceptional renewal cannot be less than one sixth of the maximum duration of the fixed term contract or its effective duration, whichever is lower (number 3 of article 2). The validity limit of a fixed term contract which has been renewed under exceptional conditions is 31 December 2014, without prejudice to the provisions in number 3 of article 2 (number 4 of article 2). Calculation: average of cases established in number 4 of article 140 and other cases $(((24+24)/2)+((36+72)/2))/2= 40.5 \text{ months}$</p>

13: Types of work for which temporary work agency (TWA) employment is legal	A contract for the use of temporary work (article 175 of the CT) can only be signed in the situations referred to in subparagraphs a) to g) of number 2 of article 140 (<i>Item 10</i>) and also in the following cases: <ul style="list-style-type: none"> - Job vacancy during a recruitment process for its filling; - Intermittent labour need, determined by fluctuation of the activity during days or parts of the day, provided that the use does not exceed, on a weekly basis, half the normal work hours typically undergone at the user; - Intermittent need to provide direct family support, of social nature, during days or parts of the day; - Implementation of a temporary project, namely company or establishment installation or restructuring, industrial assembly or repair.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	Renewal of contracts and assignments: They can be renewed for as long as the justifying motive is maintained (article 178, 179 and 182 of the CT).
15: Maximum cumulated duration of TWA assignments (f)	<p>Maximum duration of temporary employment contracts between the agency and the worker:</p> <p>A temporary employment contract cannot exceed the duration of the contract for the use of temporary work (number 1 of article 182).</p> <p>A temporary fixed term contract, including renewals, cannot exceed two years, or six or 12 months, in the case of a job vacancy when arising from a process of recruitment for its filling or exceptional increase of the company's activity, respectively (number 3 of article 182 of the CT).</p> <p>Contracts between the agency and the worker can, however, be open-ended (articles 183 and 184 of the CT).</p> <p>Maximum duration of contracts for the use of temporary work (assignments):</p> <p>A contract for the use of temporary work, including renewals, can neither exceed the duration of the justifying cause nor the limit of two years, or six or 12 months in the case of a job vacancy when a process of recruitment for its filling is already underway or exceptional increase of the company's activity, respectively (number 2 of article 178 of the CT).</p>
16: Does the set-up of a TWA require authorisation or reporting obligations?	<p>The activity of temporary assignment of workers for occupation by users is subject to a license. Its granting depends on the observance of the following cumulative requirements: suitability; appropriate organisational structure; regular situation with respect to the tax administration and social security; legal designation of single or collective legal person under the designation «temporary work» and setting aside a financial guarantee (number 1 of article 5 of Decree-Law number 260/2009, of 25 September).</p> <p>Bi-annual reporting to PES about workers employed in the previous semester (number 2 of article 9 of Decree-Law number 260/2009, of 25 September).</p>
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	<p>Working conditions of temporary workers:</p> <p>During the assignment, the worker is subject to the regime applicable to the user with respect to place, working time and suspension of the employment contract, occupational safety and health and access to social facilities (number 2 of article 185 of the CT).</p> <p>The worker is entitled:</p> <ul style="list-style-type: none"> - To the minimum wage defined in the collective agreement applicable to the temporary work agency or to the user, or to the same work, according to which is more favourable (number 5 of article 185 of the CT); - In proportion to the duration of the respective contract, to holidays, holiday and Christmas allowances, as well as other regular and period benefits to which the user's workers are entitled for the same work (number 6 of article 185 of the CT).
18: Definition of collective dismissal (b)	<p>Collective dismissal:</p> <p>Collective dismissal is considered the termination of employment contracts promoted by the employer in the period of three months, covering at least two workers, in micro-enterprise or a small company, and five workers in case of a medium-sized or large company, whenever the dismissal occur due to the closure of one or various divisions or equivalent structure or to the reduction of the number of workers as result of market, structural or technological motives (number 1 of article 359 of the CT). Conditions on fixed-term contracts and on workers recently transferred to redundant positions – required for individual redundancies (see Item 5) – do not apply for collective redundancies.</p>

19: Additional notification requirements in cases of collective dismissal (g)	Notifications in the case of collective dismissal: An employer intending to proceed with a collective dismissal notifies this intention, in writing, to the workers committee or, in its absence, to the inter-union committee or to the union committee of the company representing the workers who will be involved (number 1 of article 360 of the CT). In the absence of the entities referred to above, the employer notifies the intention of proceeding with the dismissal, in writing, to each worker potentially involved, who may appoint, amongst them, within the period of five business days counting from the receipt of the notification, a representative committee (number 3 of article 360 of the CT). The employer, on a date prior to the referred notification, must send a copy of the notification to the ministerial department responsible for the labour area entrusted with the monitoring and fostering of collective contracting (number 5 of article 360 of the CT).
20: Additional delays involved in cases of collective dismissal (h)	Information and negotiation with the structure representing the workers: During the five days after the date of notification of the dismissal intention, the employer promotes a period of information and negotiation, with the organisation or committee representing the workers, with a view of reaching an agreement on the dimension and effects of the measures to be applied, in addition to other measures to reduce the number of workers to be dismissed (number 1 of article 361 of the CT). Decision: Once the agreement has been signed, or in its absence, after 15 days have passed since the date of notification of the dismissal intention, the employer notifies in writing each concerned worker involved, observing ordinary notice periods (number 1 of article 363 of the CT). Calculation: 1 day for letter + 15 days for negotiation minus delays reported in item 2
21: Other special costs to employers in case of collective dismissals (i)	No additional requirements

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

SLOVAK REPUBLIC

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Notice must be given in writing.
2: Delay involved before notice can start	<p>Personal reasons (e.g. continual minor breaches of work discipline or unsatisfactory work results) – If the employee does not satisfactorily fulfil the work tasks, notice can be given if the employer has, in the preceding six months challenged him in writing to rectify the insufficiencies, and the employee failed to do so within a reasonable period of time. For less serious breaches of labour discipline, the employee may be given a notice if, with respect to breach of labour discipline, he/she has been cautioned in writing within the previous six months as to the possibility of notice.</p> <p>Redundancy/economic/organisational reasons – Standard notification procedure, no additional delay. Calculation (for EPL indicators): 4 days = 6/2 days for required warning procedure + 1 day for notice</p>
3: Length of notice period at different tenure durations (a)	<p>Termination for organizational reasons (Section 63 (1a) or (1b), Labour Code): at least 1m<1y; at least 2m<5y; at least 3m≥5y (cf. Section 62, labour Code).</p> <p>Termination for health or personal reasons (Section 63 (1c), (1d) or (1e), Labour Code): 1m<1y; 2m≥2y (cf. Section 62, labour Code).</p> <p>The period of employment relationship for the purpose of notice of termination shall include repeated fixed term employment relationships concluded with the same employer if they followed each other without break. Calculation (for EPL indicators): average of personal reasons and organizational reasons.</p>
4: Severance pay at different tenure durations (a)	<p>If the employment is terminated by the employer by a notice for organisational or health reasons, and if the employee worked for the employer:</p> <ul style="list-style-type: none"> A) At least 2 years but less than 5 years, he is entitled to one month severance pay B) At least 5 years but less than 10 years, he is entitled to two month severance pay C) At least 10 years but less than 20 years, he is entitled to three month severance pay D) At least 20 years, he is entitled to four month severance pay. <p>No severance pay in the case of dismissal for personal reasons A specific situation (10 times of average wage) – apply in the cases of occupational injuries and other cases.</p>
5: Definition of unfair dismissal (b)	<p>An employer may only give notice for the reasons specified in the Labour Code (e.g. personal reasons: continual minor breaches of work discipline or unsatisfactory work results - redundancy/economic/organisational reasons). An employer cannot give notice for other reasons, such as, racial, discrimination, etc.</p>
6: Length of trial period (c)	<p>Section 45 (1) of the Labour Code provides that a probationary period may be agreed in an employment contract for a maximum of three months, except in the case of an executive employee who reports directly to the statutory body or a member of the statutory body, where the maximum shall be six months. A probationary period may not be prolonged.</p>
7: Compensation following unfair dismissal (d)	<p>Section 79 (1) of the Labour Code provides that the employee shall be entitled to such compensation in the amount of average earnings from the day he/she announced to the employer that he/she insists on keeping employment, to such time for which the employer enables him/her to keep working, or until a court rules on termination of the employment relationship.</p> <p>Section 79 (2) of Labour code provides that, if the overall time for which an employee should be paid wage compensation is greater than twelve months, the court may, based on the request of the employer, decide to lower the wage compensation, provided it is greater than twelve months, or even decide that the worker will not get wage compensation above the twelve months compensation. The employee may be entitled to a wage compensation amounting up to 36 months.</p>
8: Reinstatement option for the employee following unfair dismissal (b)	<p>In the event that an employer gave an invalid notice to an employee and the employee notified the employer that he insists on further employment, his employment relationship does not terminate, except in the case when a court decides that the employer cannot be fairly required to further continue employing the employee.</p>
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	<p>The invalidity of unfair dismissal (by notice, summary dismissal, termination during a probationary period or by agreement) may be claimed at a court by the employee no later than 2 months from the effective date of dismissal.</p>

10: Valid cases for use of standard fixed term contracts	A fixed term employment contract may be agreed without specifying an objective reason. However, extensions or renewals of a fixed term employment is allowed for objective reason only (e.g. maternity leave of another employee, sudden increase of work) and has to be specified in the employment contract.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	Fixed-term employment may only be agreed for a maximum of 2 years. Fixed-term employment may only be extended or renewed twice within the 2-year period. Another extension or renewal of fixed-term employment may only be agreed for material or objective reasons.
12: Maximum cumulated duration of successive standard FTCs	The cumulated duration of successive fixed-term contracts may reach a maximum of 36 months. This shall not apply if fixed-term contracts are concluded for material or objective reasons.
13: Types of work for which temporary work agency (TWA) employment is legal	Section 58a (1) states that "The employer may agree on temporary assignment with the using employer only where there are objective operational reasons for such assignment" (cf. Act No. 348/2007).
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No for assignments. Same restrictions as for fixed-term contracts if the contract between the agency and the worker is fixed-term.
15: Maximum cumulated duration of TWA assignments (f)	No limit for both assignment and contract (with the TWA), if the latter is open-ended.
16: Does the set-up of a TWA require authorisation or reporting obligations?	Requires administrative authorisation. The TWA is also required to submit annual reports of activities to the Centre of Labour, Social Affairs and Family.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Working conditions, including wage conditions and employment conditions for TWA workers must be at least as favourable as those of comparable workers at the user firm. Cf. Section 58 (5) of the Labour Code
18: Definition of collective dismissal (b)	Section 73 (1) of Labour Code provides that collective redundancy shall occur if an employer or a part of an employer terminates within 30 days the employment relationship by notice for the reasons stipulated in § 63 paragraph (1) letter (a) and (b), or by another method or reason unrelated to personal characteristics of the employees, of a) at least ten employees of an employer who employs more than 20 and less than 100 employees, b) at least 10% of total up expenses of employees of an employer who employs at least 100 and less than 300 employees, c) at least 30 employees of an employer who employs at least than 300 employees.
19: Additional notification requirements in cases of collective dismissal (g)	<p>Notification of employee representative: The employer shall be obliged to provide the competent trade union body with all necessary information and to inform such body in writing, in particular as to: the reasons for collective redundancies; the number and structure of employees to be subject to termination of employment; the overall number and structure of employees employed by the employer; the period over which collective redundancies shall be effectuated; the criteria for the selection of employees to be subject to termination of employment.</p> <p>Notification of public authorities: At the same time, the employer also delivers a copy of the written information to the National Labour Office.</p>
20: Additional delays involved in cases of collective dismissal (h)	With the view of achieving an agreement, an employer is obliged, at the latest one month before the commencement of collective redundancies, to discuss measures allowing the prevention or limitation of the collective redundancies with a relevant trade union body or, if there is no trade union operating in the firm, any other employees' representative. The employer may give notice to employees at the earliest upon expiry of one month from the day of delivery of written information on the outcome of the negotiation with trade unions or employees' representatives to the Labour Office. The Office of Labour, Social Affairs and Family may make a reasonable reduction of this period. Calculation (for EPL indicators): at least 4 days for negotiations plus 30 days for informing the Labour Office minus delays reported in item 2.
21: Other special costs to employers in case of collective dismissals (i)	<p>Type of negotiation required: Consultation with the relevant trade union body on alternatives to redundancy and measures to mitigate the adverse consequences of collective redundancies on employees. The competent trade union body may submit comments related to the collective redundancies to the Labour Office.</p> <p>Severance pay: No special regulations for collective dismissal.</p>

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

SLOVENIA

Items	Regulations in force on 1 May 2013
<p>1: Notification procedures in the case of individual dismissal of a worker with a regular contract</p>	<p>Notice must be served in writing (Art. 87, Employment Relationship Act, ERA-1 hereafter),</p> <p>Prior to dismissal for reasons of incapacity, the employer must allow the worker to provide his/her own defence within a reasonable deadline, which must not be shorter than three working days (Art. 85 ERA-1), except where circumstances exist so that it would be unjustified to expect the employer to provide this opportunity to the worker.</p> <p>In cases where worker is a member of the trade union: If the worker so requests, the employer must notify in writing the union to which the worker belongs at the beginning of the procedure of dismissal for reasons of incapacity or for business reasons. The union may give its opinion within a deadline of six days. The employer is entitled to terminate the employment contract, even if (the works council or trade union or workers' representative) expresses a negative opinion on the fairness of the dismissal (Art. 86, ERA-1).</p>
<p>2: Delay involved before notice can start</p>	<p>Reasons of incapacity - defence within a deadline of up to three working days. In cases where the worker is a member of the trade union: on the expressed request of the worker, notification of the union.</p> <p>Business reasons - prior notice to the worker of the intended cancellation. In cases where worker is a member of the trade union: on the expressed request of the worker notification of the union.</p> <p>Calculation (for EPL indicators): average of incapacity and personal reasons and of non-union and union workers: 1 day for notification + (4/2) days for defence and invitation to defence = 3 days.</p>
<p>3: Length of notice period at different tenure durations (a)</p>	<p>Business reasons: 15 days for less than 1 year of tenure, 30 days for one year or more but less than 2 years of tenure; then mandatory notice periods increase of 2 days per year of tenure with a maximum of 60 days. 80 days for workers with more than 25 years of tenure (for the latter category, a collective agreements can stipulate otherwise, but no less than 60 days)</p> <p>Reasons of incapacity: 15 days for less than 1 year of tenure, 30 days for one year or more but less than 3 years of tenure. Then mandatory notice periods increase of 2 days per year of tenure with a maximum of 60 days. A collective agreement can stipulate 80 days for workers with more than 25 years of tenure.</p> <p>Shorter notice periods are allowed for small employers (10 employees or less) by collective agreement.</p> <p>Calculation (for EPL indicators): average of the two situations: 9 months: 15 days; 4 years: 34 days; 20 years: 60 days.</p>
<p>4: Severance pay at different tenure durations (a)</p>	<p>The basis for calculating severance pay is the average monthly wage received by the worker or which the worker would have received if he had worked, in the last three months prior to dismissal. Workers are entitled to severance pay in the amount of: 1/5 months for each year of work if employed for more than 1 year but less than 10 years; 1/4 months for each year of work if employed from 10 to 20 years; 1/3 months for each year of work if employed more than 20 years. The amount of severance pay may not exceed 10 months pay (art. 108, ERA-1). In the case of forced settlement the worker and employer may agree in writing on the manner of payment, its form or a reduction of the level of severance pay if, owing to the payment of severance pay, the existence of a large number of jobs at the employer would be threatened.</p> <p>Calculation (for EPL indicators): 9 months: 0; 4 years: 0.8 months; 20 years: 6.7 months</p>
<p>5: Definition of unfair dismissal (b)</p>	<p>Fair: Termination is legitimate if there exists a justified reason for termination which prevents continued work under the conditions from the employment contract.</p> <p>Unfair: Termination is not valid if it is discriminatory or made owing to a threat or deception by the employer. Unjustified reasons for regular termination are deemed to be: temporary absence from work owing to incapacity for work through illness or injury or to care for family members, or absence from work owing to parental leave; filing a suit or participating in proceedings against the employer owing to the assertion of a violation of contractual and other obligations from employment before arbitration, court or administrative authorities; participation in union activities outside working hours; participation in union activities during working hours in agreement with the employer; participation of the worker in a strike organised in accordance with the law; running as a candidate for the office of worker representative and the current or past service in such office; change of employer; race, nationality or ethnic origin, skin colour, gender, age, disability, marital status, family obligations, pregnancy, religious and political beliefs, national or social background; concluding a contract on voluntary military service, a contract on performing military service in the Slovenian Armed Forces reserve, a contract on serving in the Civil Protection and voluntary participation of citizens in protection and relief work in accordance with the law.</p>

6: Length of trial period (c)	Probation can last a maximum of six months. It can be extended in the event of temporary absence from work. Unsuccessful completion of probation is a reason for dismissal with a short notice period of 7 days (Articles 125 and 94 of ERA-1).
7: Compensation following unfair dismissal (d)	If there is no reinstatement, the court may grant the worker rights from tenure and other rights from the employment relationship and appropriate monetary compensation up to a maximum amount of 18 months of average wages paid in the last three months prior to dismissal. Calculation (for EPL indicators): max. compensation minus ordinary severance pay.
8: Reinstatement option for the employee following unfair dismissal (b)	If the court determines that the employer's termination is not legitimate, but the worker does not wish to continue employment, it may, on the proposal of either the worker or the employer: determine the duration of the employment; grant tenure-related and other rights from the employment relationship; and award appropriate monetary compensation. If the court determines that the continuation of the employment is no longer possible, it may still adopt the same decision, irrespective of the worker's or the employer's proposal (Art. 118, ERA-1).
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	The worker may request a determination of the illegitimacy of dismissal within a deadline of 30 days from the day of being served notice of termination. Since the average notice period is 30 days after the dismissal notification, the deadline for claiming unfair dismissal falls, on average, within the period before the dismissal takes effect.
10: Valid cases for use of standard fixed term contracts	Employment contracts may be concluded for fixed terms where this involves cases provided by: the ERA; another act or firm-level collective agreement; a sector-level collective agreement for small employers. The list of conditions in Art. 52 Employment Relationship Act – ERA – is as follows: i) work which by its nature is of limited duration, ii) replacing a temporarily absent worker, iii) temporarily increased volume of work, iv) employment of a foreigner or person without citizenship who was granted work permit for a definite period, except in case of a personal work permit, v) managerial staff and those executive workers who manage a business field or organisational unit at the employer and are authorised to conclude legal transactions or to make independent personnel and organisational decisions, vi) seasonal work, vii) a worker who concludes a fixed-term employment contract for the reason of preparation for work, vocational training or advanced study for work and/or education, viii) employment for a definite period of time due to working during the qualifying period for obtaining a certificate issued by the competent body in the procedure of recognition of qualifications pursuant to a special law, ix) performance of public works and/or inclusion in the measures of active employment policy pursuant to the law, x) preparation or realization of work organised as a project, xi) work required during the period of introduction of new programs, new technology and other technical and technological improvements of the working process or for training workers, xii) elected and appointed officials and/or other workers related to the term of office of a body or official in local communities, political parties, trade unions, chambers, associations and their federations, and xiii) other cases laid down by law and/or branch collective agreement.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limit, within 2-year time limit for fixed term contracts.
12: Maximum cumulated duration of successive standard FTCs	Employers may not conclude one or more successive fixed-term employment contracts for the same job for which the uninterrupted duration would be longer than two years (even if different workers are involved in the successive contracts). Exceptions: individual cases set out in the law (such as project work, substitution, management workers).
13: Types of work for which temporary work agency (TWA) employment is legal	Generally allowed, except for: substitution of striking workers; where the user has laid off large numbers of workers in the previous 12 months; in cases involving hazardous work that is performed for shorter durations; and where determined through a sector-level collective agreement, but only if these agreements ensure greater security of workers or are dictated by the requirements of workers' safety and health. TWA employment cannot exceed 25% of employment at the user firm, except if a collective agreement establishes otherwise (Art. 59, ERA-1).
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No restrictions.
15: Maximum cumulated duration of TWA assignments (f)	No limit if the contract between the agency and the worker is open-ended. Otherwise same rules as for FTCs.

16: Does the set-up of a TWA require authorisation or reporting obligations?	Agencies must be entered into the register of agencies. Agencies must upon a specific request from the Ministry also provide a report on their work and on any changes regarding the compliance with staff, organisational, spatial and other requirements that may affect the pursuit of their activity (Article 27 of Labour Market Regulation Act). Calculation (for EPL indicators): average of with a without request of report
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	During the performance of TWA work, the user and worker must take into account the provisions of the Employment Relationships Act, collective agreements binding on the user, and general acts of the user regarding those rights and obligations that are directly linked to performing work. In the employment contract, the employer and worker determine that the level of pay and compensation will depend on the actual performance of work at the user firm, taking into account collective agreements and general acts binding on the user firm.
18: Definition of collective dismissal (b)	Collective termination of employment of a large number of workers occurs when the employer determines that for business reasons within 30 days there will no longer be the need for work: of at least 10 workers at an employer employing 20-99 workers; of at least 10% of workers at an employer employing 100-299 workers; of at least 30 workers at an employer employing 300 or more workers.
19: Additional notification requirements in cases of collective dismissal (g)	Obligation to inform and consult with the union and to notify the Employment Service.
20: Additional delays involved in cases of collective dismissal (h)	The employer may terminate the employment contracts of redundant workers in accordance with the programme of redundancies, but not prior to the expiry of the 30-day deadline from the fulfilment of the obligation to notify the Employment Service. The notification to the employment service must include a report on the performed consultation with the union (Art. 98 ERA). The employer is bound to deal with and take into account possible proposals from the Employment Service on measures to prevent or limit the termination of employment of workers and measures to mitigate the damaging consequences of terminating employment. On the express request of the Employment Service, the employer may not terminate the employment contracts of workers prior to the expiry of a 60-day deadline from fulfilment of the obligation to notify the Employment Service. Calculation (for EPL indicators): at least 3 days for negotiation with unions plus 30 days for notification to the Employment Service minus delay reported in Item 2.
21: Other special costs to employers in case of collective dismissals (i)	An employer who cancels the employment of a large number of workers for business reasons is bound: (i) to formulate a programme of worker redundancy that must be financially validated; (ii) to deal with and take into account possible proposals from the Employment Service on possible measures to prevent or limit the termination of employment of workers and measures to mitigate the damaging consequences of terminating employment.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

SPAIN

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>A written notice with statement of reasons for dismissal to be supplied to the employee ("Dismissal letter") plus notification to workers' representatives in the case of dismissal based on technical, organizational, economic or production-related grounds (art. 52c and 53c, Statute of Workers' Rights, SWR hereafter).</p> <p>In the case of objective dismissal (related to personal grounds or economic redundancy, but without fault) at the time the letter is sent, a compensation pay for dismissal is placed at the disposal of the worker.</p> <p>Other formal requirements for dismissal can be set out by collective agreements provisions. Information on sanctions imposed based on severe breach is provided to the representatives of workers.</p>
2: Delay involved before notice can start	Letter sent by mail or handed directly to employee.
3: Length of notice period at different tenure durations (a)	Workers dismissed for "objective" reasons: 15d.
4: Severance pay at different tenure durations (a)	<p>Workers dismissed for "objective" reasons: 2/3 of a month's pay per year of service up to a maximum of 12 months.</p> <p>Severance pay on grounds of expiring or end-date concerning fixed-term contracts: specific task or service and temporary contracts. This compensation is provided for by Article 49.1c SWR. Severance pay is calculated on 12 days of salary per year of service (instead of 8 days before 2010) except for training contracts and interim contracts thus suppressing the reference to insertion contract as far as this section is concerned.</p> <p>The Thirteen Transitional Provision of Statute of Workers' Rights, introduced by Law 35/2010, stipulates a gradual schedule for the increases in severance pay on grounds of expiration of fixed-term contracts (from 8 to 12 days).</p> <p>As for permanent contracts drawn up by firms of less than 25 employees, where contracts are extinguished on grounds of objective reasons – also regarding collective dismissals- the Wage Guarantee Fund (FOGASA) pays part of the compensation due to worker – equivalent to 8 days pay per year of service, with the periods of up to 1 year prorated by months- the WGF is not responsible for any compensation if the extinct decision is declared unfair and so the employer must pay in such cases full severance pay.</p> <p>The amount to be received by the employee is the same applicable to firms with more than 25 employees.</p>
5: Definition of unfair dismissal (b)	<p>Fair: Dismissal based on objective grounds, including economic grounds, absenteeism, unfitness for the job (emerged after hiring), lack of adaptation to technological changes made in the enterprise after, if appropriate, a training course, and lack of funding of public plans or programmes developed by the public administration or non-profit organisations. Unfair dismissal: dismissals where none of the above-mentioned grounds is proven. Null and void: dismissals based on discrimination or carried out with violation of fundamental rights, as well as those based on situations derived from maternity (pregnancy, birth, feeding, childcare, etc.).</p> <p>Calculation (for EPL indicators): 2 (as worker capability is sufficient ground for dismissal only in cases of unfitness or lack of adaptation to technological changes).</p>
6: Length of trial period (c)	<p>The length of trial period shall be that which is established by collective agreements. If there is no provision on this matter, this period cannot be longer than six months for qualified technicians or two months for the rest of workers (3 months in firms with less than 25 workers).</p> <p>A new type of employment contract was created in 2012, the Permanent Employment Contract to Support Entrepreneurs available exclusively to SMEs with less than 50 employees that did not make unfair or collective dismissals in the 6 months preceding hiring. This contract sets the duration of trial period to 1 year.</p>

<p>7: Compensation following unfair dismissal (d)</p>	<p>The level for severance pay concerning unfair dismissal is calculated as 33 days pay per year of service with an upper limit of 24 months pay. This is fully applicable to contracts signed as from the entry into force of the Royal Decree Law 3/2012, that is 12 February 2012.</p> <p>As for contracts started before this date and being extinguished after it, severance pay for unfair dismissal is calculated as 45 of salary per year of service prior to 12 February 2012 33 days of salary per year of service after that date. Nevertheless, the total amount cannot be higher than 720 days of salary unless the calculation of the compensation for the previous period prior to the entry into force of the RDL 3/2012 (12nd February 2012) resulted in a higher number of days, in which case it will be applied the latter as a maximum severance pay without this amount being higher than 42 months pay, in any case.</p> <p>No interim wages for the duration of the judicial procedure when the employer opts for the severance pay. These interim wages remain only if the employer accepts reinstatement as an option after a dismissal is declared unfair or as a consequence of the dismissal being declared null, except for legal representatives of workers and union delegates who can choose between reinstatement and severance pay and in both cases are entitled to receive interim wages.</p> <p>Calculation (for EPL indicators): 22-month compensation minus severance pay as reported in item 4 (12 months).</p>
<p>8: Reinstatement option for the employee following unfair dismissal (b)</p>	<p>In the case where the dismissal has been declared unfair, the employer has a choice between reinstatement and compensation, except where the dismissed employee is a legal representative of the workers or a union delegate, in which case the employee can choose between reinstatement and compensation. As regards null dismissal, reinstatement is immediate, according to Law. In addition, it implies paying the employee for the remainder of non-paid wages.</p>
<p>9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)</p>	<p>The worker can file a claim against dismissal within 20 working days following the day at which the dismissal took effect.</p> <p>Calculation (for EPL indicators): 20 working days = approx. one calendar month</p>
<p>10: Valid cases for use of standard fixed term contracts</p>	<p>In addition to objective or "causal" reasons (for specific work, due to accumulation of tasks, replacement, temporary change in market conditions, etc.), FTCs may be stipulated for the following purposes: training contracts (professionalising contracts and contracts for training purposes); to hire workers with disabilities; and to cover the part of the working day left uncovered by an employee close to retirement with another worker who has concluded a temporary contract with the firm, or with an unemployed worker.</p>
<p>11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)</p>	<p>Temporary increase in workload: the contract can be extended or renewed only once, within the maximum duration. Specific task or service contracts: no limit specified, within the maximum duration. Training contracts: may be extended for six months up to two years, or three years by collective agreement, and up to four years for workers with disabilities. Professionalising contract (<i>contrato de trabajo en prácticas</i>): no limit specified within maximum duration.</p>
<p>12: Maximum cumulated duration of successive standard FTCs</p>	<p>Specific task or service contract: 3 years allowing for a 12 months possible extension.</p> <p>Temporary increase in workload: 6 months within a period of 12 months or, as a maximum, 12 months within a period of 18 months.</p> <p>Training and apprenticeship contract: Since 12nd February 2012, 1 year minimum duration and 3 years maximum duration. No restriction on duration for a worker with disability.</p> <p>Professionalising contract (<i>contrato de trabajo en prácticas</i>): 6 months minimum duration and 2 years maximum duration.</p> <p>Replacement contract for workers near retirement: time left until the replaced worker reaches the age of 65, i.e. up to a maximum of 48 or 52 months, according to the age of the worker who retires.</p> <p>Calculation: average of increase in workload (12), specific task or service (48), training (36) and professionalising (24) contracts.</p>
<p>13: Types of work for which temporary work agency (TWA) employment is legal</p>	<p>Same conditions of use as for fixed-term contracts. Additional restrictions imposed by collective agreements exist in the construction and steel industries.</p> <p>Since April 1, 2011 new restrictions cannot be set by collective agreements unless there are justified reasons based on general interest regarding the safety of TWA workers, on guaranteeing labour market functioning as well as to avoid possible abuse.</p>
<p>14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)</p>	<p>General rules applicable to temporary contracts and fixed-term employment contracts.</p> <p>No limitation for renewals of contracts between the agency and the worker.</p>

15: Maximum cumulated duration of TWA assignments (f)	<p>Limits are the same as for fixed-term contracts (Article 15 SWR)</p> <p>However, it should be taken into account the prohibition rule on serial contracts (article 15.5 SWR): "without prejudice to what is provided for by section 1.a), 2 and 3 of this Article workers who –within a period of 30 months- had been hired during a period longer than 24 months, with or without continuity, for the same or different occupation within the same firm or group of companies and have been hired directly either on two or more fixed-term contracts or being placed at disposal by temporary work agencies with the same or different type of fixed-term contract will acquire the condition of permanent workers"</p> <p>Contracts between the agency and the worker can be open-ended.</p> <p>Calculation (for EPL indicators): average of specific task or service (48 months) and other reasons (24 months)</p>
16: Does the set-up of a TWA require authorisation or reporting obligations?	<p>TWAs need administrative authorisation to carry out their activities. The authorisation is valid for one year and will be extended for two successive years provided the TWA applies for the extension three months in advance of the expiry date and fulfils its legal obligations. The authorisation will be granted with no time limit when the TWA has been carrying out authorised activity for three years and expires when the TWA gives up its activity for one uninterrupted year. TWAs have monthly reporting requirements and are required to provide user firms and employee representatives with information when there is a new contract or transfer of contract.</p>
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	<p>Workers hired so as to be placed at disposal of user-firms will be entitled to the essential working/employment conditions applicable had they been hired directly by the user-firm for the same job and during the time of provision of service.</p> <p>Essential working/employment conditions include the following (as regards remuneration): all fixed and variable components on the wage linked to the job to be performed as set out by the collective agreement applied to the user-firm. In any case it should include the proportional part corresponding to weekly days off, extra payments, public holidays and annual leave.</p>
18: Definition of collective dismissal (b)	<p>Within 90 days, 10+ workers in firms <100 employees; 10%+ in firms 100-299 employees; 30+ workers in firms 300+ employees.</p>
19: Additional notification requirements in cases of collective dismissal (g)	<p>Notification of employee representatives: Duty to inform and consult with Works Council or trade union delegation. Notification of public authorities: Notification of labour authority.</p> <p>The consultation should deal with, at least, the possibilities of avoiding or reducing collective dismissal while mitigating its effects by means of other accompanying social measures such as replacement measures or training and re-training actions for improving employability.</p> <p>The notification on the opening of a consultation period will be made by a written statement to representatives of workers whose content should include:</p> <ul style="list-style-type: none"> -specification of causes -number and job classification of workers affected -number and job classification of workers employed during the last year. -time period to proceed with dismissals. -selection criteria regarding the workers affected by the measure. <p>In addition, an explanatory report concerning the reasons for collective dismissal and issues related to them.</p> <p>In general terms, the written notification will be accompanied by all needed information so as to justify the reasons for collective dismissal.</p>
20: Additional delays involved in cases of collective dismissal (h)	<p>Period of required consultation with the representatives of workers of 30 days (15 days in enterprises of less than 50 workers). There is also the possibility that the labour authority contest the arrangements achieved during the consultation period if considered to be concluded unlawfully, deceit, by coercion or abuse or where the benefit management institution reports irregularities. And the Labour and Social Security Inspectorate can intervene in the proceeding issuing a report on the issues raised in the employer's notification initiating the procedure, as well as concerning the unemployment benefits management institution.</p> <p>Once the period of consultation has ended, the employer must notify, on individual basis, the decision of dismissal to workers concerned.</p> <p>Calculation (for EPL indicators): 29 days = 30 days for consultation - 1 day for individual dismissal at Item 2.</p>

<p>21: Other special costs to employers in case of collective dismissals (i)</p>	<p>The consultation with representatives must be aimed at, at least, avoiding or reducing collective dismissal while mitigating its effects by means of accompanying social measures such as replacement measures, or training and occupational retraining for improving employability.</p> <p>Design for accompanying social measures:</p> <p>Firms carrying out a collective dismissal affecting more than 50 workers should offer to these employees concerned an external replacement plan through the authorized employment agencies. This plan, designed for a minimum period of 6 months should include training actions and professional counselling measures, personalized assistance to the employee concerned as well as an active job-seeking support. In any case, the abovementioned is not applicable to those firms that are subject to a bankruptcy procedure. The cost of carrying out this plan will not fall on workers, in any case.</p> <p>The non-compliance with this obligation as regards accompanying social measures taken on by the employer could result in a legal claim for its compliance by the workers.</p> <p>Calculation (for EPL indicators): average of large and small size of dismissal $(1+0)/2=0.5$</p>
---	---

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

SWEDEN

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>Personal grounds (circumstances related to the employee personally)</p> <p>Termination (uppsägning): Written notification to the employee personally (section 8 and 10 Employment Protection Act, EPA hereafter). The employer shall if requested state the reasons for termination in writing (section 9 EPA). If the employee is a member of a union the employer shall at the same time inform the local union the employee belongs to. The employee and the trade union are entitled to consultations if requested (Section 30 EPA).</p> <p>Dismissal (avsked): Written notification to the employee personally (section 19 and 20 EPA). The employee and the trade union are entitled to consultations if requested (section 30 EPA). The employer shall if requested state the reasons for the termination in writing (section 19 EPA).</p> <p>Redundancy (circumstances not related to the employee personally)</p> <p>Written notification to the employee personally (section 8 and 10 EPA). The employer is obligated to initiate negotiations with the trade union with collective agreement before making the final decision to terminate a contract of employment due to redundancy (section 29 EPA and section 11 Co-determination act) The employer shall provide the trade union with detailed information (section 15 Co-determination act).</p>
2: Delay involved before notice can start	<p>Personal grounds (circumstances related to the employee personally, except gross misconduct)</p> <p>Notification of the termination must be given at least 14 days before the notice is meant to start. The employee and the trade union are entitled to consultations if requested. If consultations are requested the employer may not execute the termination before the consultations are finished (section 30 EPA).</p> <p>Gross misconduct</p> <p>Summary dismissal (see Item 5): Notification of the termination must be given at least seven days before the notice is meant to start. The employee and the trade union are entitled to consultations if requested. If consultations are requested the employer may not execute the dismissal before the consultations are finished (section 30 EPA).</p> <p>Redundancy (circumstances not related to the employee personally)</p> <p>Redundancy: The employer is obligated to initiate negotiations with the relevant trade union before notice can be served. And notification cannot be served before negotiations are finished (Section 29 EPA and section 11 Co-determination act).</p> <p>Notice of termination shall be deemed effective when received by the employee. Where the employee cannot be reached and notice of termination has been dispatched by letter, notice of termination shall be deemed effective 10 days after the letter was submitted to the post office for delivery (section 10 EPA).</p> <p>Note: It is in both cases difficult to exactly estimate the time used for negotiations. Estimated at 7 days on average.</p> <p>Calculation (for EPL indicators): average of terminations on personal grounds $((1+10)/2$ for letter + $7/2$ days for consultation if requested + 14 days waiting period=23) and redundancy $(1+10)/2+7$ days for negotiation = 12.5 days)</p>
3: Length of notice period at different tenure durations (a)	<p>Termination</p> <p>According to section 11 EPA.</p> <p>1m<2y; 2m<4y; 3m<6y; 4m<8y; 5m<10y; 6m>10y.</p> <p>Deviation is possible by collective agreement.</p> <p>Dismissal due to gross misconduct: No notice period.</p>
4: Severance pay at different tenure durations (a)	<p>No legal entitlement, but often included in collective agreements, although in the form of fee-based insurance schemes, with employers' contributions payable as a percentage of payroll.</p>

5: Definition of unfair dismissal (b)	<p>Termination of contract of employment:</p> <p>A termination is unfair if it lacks “objective reasons”. The objective reasons are either circumstances related to the employee personally (“personal reasons”) or shortage of work (redundancy) (section 7 EPA). The personal reasons may include lack of competence, misconduct, co-operation problems, harassment, refusal to work, criminal offences etc. Sickness or reduced working capacity due to old age is not considered as an objective reason unless there is a “permanent reduction, which is so considerable that the employee can no more be expected to perform work of any significance for the employer.” In the case of lesser capability because of (e.g.) age, disease, etc., the employer has to try to adjust the workplace, rehabilitate the employee or transfer the employee to other suitable work. The termination based on circumstances related to the employee personally may not be based solely on circumstances that were known to the employer more than two months before.</p> <p>Redundancy as an objective reason includes restructuring etc.</p> <p>A termination of a contract of employment is also unfair if it is reasonable to require that the employer provide other work for the employee (section 7 (2) EPA).</p> <p>Summary dismissal:</p> <p>The employer is entitled to dismiss the employee if he has grossly neglected his or her obligations against the employer. If not, the dismissal is unfair. Dismissal may not be based solely on circumstances that were known to the employer more than two months before (Section 18 EPA).</p>
6: Length of trial period (c)	<p>A probationary period up to six months is allowed (section 6) und which the employer and the employee may terminate the contract without providing any specific reasons. After six months the probationary employment contract is transformed into a regular contract of indefinite duration (section 6 EPA). The employer shall notify the employee and, if applicable, the relevant trade union two weeks in advance if he/she wishes to terminate the contract prior to six months (section 31 EPA).</p>
7: Compensation following unfair dismissal (d)	<p>An employee who is victim of an unfair dismissal/termination is entitled to economic and punitive damages (section 38) EPA. The economic damages shall cover economic losses suffered by the employee (normally wage losses). The punitive damages are a form of sanction for the breach of the employment protection act. There is a lack of reliable statistics on the average amount of punitive damages awarded to the employees for an unfair dismissal or termination. The amount awarded to the employee is dependent on the factual circumstances of the individual case.</p> <p>An estimate of the normal punitive damages are: 50 000 SEK for an unfair termination (breach of section 7 EPA) and 80 000 SEK for an unfair dismissal (breach of section 18 EPA).</p> <p>If the employer after a court procedure refuses comply with a court order that termination or dismissal is invalid the employer shall pay damages to the employee: 16 months' pay for less than five years of employment; 24 months' pay for at least five years but less than ten years of employment; 32 months' pay for ten or more years of employment.</p>
8: Reinstatement option for the employee following unfair dismissal (b)	<p>The employee may apply for an invalidation of a termination /dismissal. If the court grants such an application, the employee may be reinstated (sections 34 and 35 EPA). An employee wishing to make an application for invalidation needs to notify the employer within two weeks or, under specific circumstances, one month after the employment contract was terminated (section 40 EPA).</p> <p>If the employer refuses to comply with a court order that termination or dismissal is invalid the employer shall pay damages to the employee: 16 months' pay for less than five years of employment; 24 months' pay for at least five years but less than ten years of employment; 32 months' pay for ten or more years of employment.</p>
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	<p>2 weeks if the employee wants to have the dismissal ruled invalid. If only damages are claimed, the time limit is 4 months (Sections 40 and 41, EPA).</p> <p>Calculation (for EPL indicators): Average of 2 weeks and 4 months</p>

<p>10: Valid cases for use of standard fixed term contracts</p>	<p>FTC permitted in the following cases (section 5, EPA)</p> <p>(1) for general fixed-term employment (ALVA)</p> <p>(2) for temporary replacement of absent employees;(vikariat)</p> <p>(3) seasonal work; (säsongsanställning)</p> <p>(4) personnel above 67 years of age. (after pension)</p> <p>(5) probationary employment contract (maximum six months) (provanställning).</p> <p>In addition, it is possible to have other rules on FTC in collective agreements.</p> <p>If an employee during a period of five years has been employed with the employer on either a general fixed term contract for in aggregate more than two years, or as a substitute for in aggregate more than two years, the employment is transformed into indefinite-term employment. A probationary contract is transformed into a regular contract of employment after a period of six months.</p>
<p>11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)</p>	<p>No limit</p>
<p>12: Maximum cumulated duration of successive standard FTCs</p>	<p>If an employee during a period of five years has been employed with the employer on either a general fixed term contract for in aggregate more than two years, or as a substitute for in aggregate more than two years, the employment is transformed into indefinite-term employment. It is possible combine different forms of FTCs, mentioned in item 10, and there is at the moment no fixed maximum limit to time period for the duration of successive FTCs of different type / for different reason. However an abusive use of FTC may be considered as not compatible with the Employment Protection Act.</p>
<p>13: Types of work for which temporary work agency (TWA) employment is legal</p>	<p>TWA employment is generally allowed in all sectors of the labor market.</p> <p>The user undertaking has an obligation to consult the relevant trade unions before the use of a TWA employment. The trade union with collective agreement has the opportunity to veto the use of TWA employment if there is a threat that laws and collective agreements may be violated. (section 38-39 Co-determination act).</p>
<p>14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)</p>	<p>No for assignments</p> <p>Yes for contracts, as stipulated by collective agreements</p>
<p>15: Maximum cumulated duration of TWA assignments (f)</p>	<p>No limit for assignments</p> <p>No specific rules for TWA contracts. Contracts are often open-ended. If an agency worker is employed with an FTC, the same rules as mentioned above are applied.</p> <p>The collective agreement for blue-collar workers limits duration of fixed-term contracts between the agency and the worker to 12 months.</p>
<p>16: Does the set-up of a TWA require authorisation or reporting obligations?</p>	<p>There is a voluntary authorisation system which is administered by the social partners</p>
<p>17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?</p>	<p>The law on Agency Work implements the European Directive 2008/104/ on temporary agency work and is applicable to workers with a contract of employment or employment relationship with a temporary-work agency who are assigned to user undertakings to work temporarily under their supervision and direction. The law states, for instance, that the basic working and employment conditions of temporary agency workers shall be, for the duration of their assignment at a user undertaking, at least those that would apply if they had been recruited directly by that undertaking to occupy the same job. The norms that the comparison shall have reference to are conditions that are general and binding, such as norms in collective agreements. Exception from the principle of equal treatment can be made through collective agreements as long as the basic protection in the EU directive on temporary work is respected. Exception from the principle of equal treatment when it comes to salary can also be made for temporary agency workers who have an open ended work contract and who receive pay between the assignments.</p>
<p>18: Definition of collective dismissal (b)</p>	<p>There is no specific definition of collective dismissals. It is one type of termination of employment contracts due to "shortage of work" (redundancy/arbetsbrist). There are however specific obligations that apply for the simultaneous dismissal of 5 workers or dismissal of twenty workers within 90 days (Act on Certain Employment Promoting Measures – Lag om vissa anställningsfrämjande åtgärder – SFS 1974:13 – Art. 1). Regardless of the number employees made redundant there is an obligation to inform and consult trade unions for firms covered by collective agreements (11-15 §§ Co-determination act).</p>
<p>19: Additional notification requirements in cases of collective dismissal (g)</p>	<p>Notification of employee representatives: Duty to inform and consult with competent trade union.</p> <p>Notification of public authorities: Notification of Employment Agency.</p>

20: Additional delays involved in cases of collective dismissal (h)	<p>Waiting periods after notification of employment service are from 2 months (when 5-24 workers involved) to 6 months (when 100+ workers involved). These periods run concurrently with the notice periods issued to the employees.</p> <p>In addition, an employer who cannot foresee the need for a reduction of business, and therefore cannot leave notice at least 2, 4 or 6 months ahead, must notify the Employment Service as soon as possible, but at least one month before the reduction occurs.</p> <p>Calculation (for EPL indicators): 4 months (120 days, average of 2, 4 and 6 months) less 17.75 days for average delays before notice can start (in the case of individual termination) minus 3 months for mean notice period (Item 3).</p>
21: Other special costs to employers in case of collective dismissals (i)	<p>Type of negotiation required: Consultation on alternatives to redundancy, selection standards and ways to mitigate the effects; notice may not take effect before negotiation with trade union.</p> <p>Selection criteria: Usually based on seniority within a job category, but deviations by collective agreement are possible.</p> <p>Severance pay: No special regulations for collective dismissal.</p>

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

SWITZERLAND

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Notification to employee who has the right to request a statement of reasons.
2: Delay involved before notice can start	Letter sent by mail or handed directly to employee. Art. 335c of the Code of Obligations stipulates that termination occurs at the end of the calendar month. This is reflected also in many collective agreements. Calculation (for EPL indicators): 1 day for the notification and 15 days on average for the time period until the end of the month = 16 days.
3: Length of notice period at different tenure durations (a)	All workers: 7d during the trial period (1 to 3 months), 1m<1y, 2m<10y, 3m>10y, always to the end of a calendar month. Calculation (for EPL indicators): 9 months tenure: 1 month, 4 years tenure: 2 months, 20 years tenure: 3 months.
4: Severance pay at different tenure durations (a)	All workers: No legal entitlement to severance pay. An "indemnité à raison de longs rapports de travail" is paid to workers over age 50 and more than 20 years seniority and cannot be less than 2 months wages, with a maximum amount of 8 months wages. However, this indemnity is paid upon termination of initiated by either party, with a few derogations (Art. 339c of the Code of Obligations). Calculation (for EPL indicators): 9 months tenure: 0, 4 years tenure: 0, 20 years tenure: 0 months.
5: Definition of unfair dismissal (b)	Unfair: Dismissals based, <i>inter alia</i> , on personal grounds such as sex, religion, union membership, marital status or family responsibilities, or on the exercise of an employee's constitutional rights or legal obligations, such as military service. In addition the law defines as abusive a dismissal based on an employee's claim related to the employment contract or undertaken without respecting the procedure for collective dismissals. Case law also considers abusive dismissals based on reasons of comparable severity, such as those not based on objective motives, not respecting the notice period, based on denunciation of an illegal action, when there is a strong disequilibrium between the interest of the employer and that of the employee or when dismissal is manifestly not given in good faith.
6: Length of trial period (c)	All workers: 1 month according to the law. It can be extended to maximum 3 months in written individual employment contracts.
7: Compensation following unfair dismissal (d)	Compensation freely determined by the judge (6 months maximum). Criteria are the severity of the damage to the worker, economic and social consequences, job tenure, the employer's financial capacity and if there is a simultaneous worker's fault. Typical compensation at 20 years tenure: maximum 6 months.
8: Reinstatement option for the employee following unfair dismissal (b)	Courts are not empowered to order reinstatement (except in case of gender discrimination).
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	The employee has to object against the dismissal in writing by the end of the notice period. If the objection is valid and if the parties do not agree on continuing the contract, the employee is entitled to claim compensation within 180 days after the end of the contract.
10: Valid cases for use of standard fixed term contracts	General
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	Estimated 1.5 No limit specified, but successive contracts imply the risk of a court declaring the fixed-term contract null and void.
12: Maximum cumulated duration of successive standard FTCs	No limit specified.
13: Types of work for which temporary work agency (TWA) employment is legal	General
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	Renewals or prolongation of fixed-term contracts only possible if there is an objective reason for the conclusion of another temporary contract or for a temporary prolongation. Chains of assignments of the same workers on the same post in the same firm are not allowed.

15: Maximum cumulated duration of TWA assignments (f)	No limit
16: Does the set-up of a TWA require authorisation or reporting obligations?	Requires administrative authorization.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Equal treatment only in the field of extended collective bargaining agreements concerning minimal salary, hours of work, progression development, anticipated retirement.
18: Definition of collective dismissal (b)	10+ workers in firms 20-99 employees; 10%+ in firms 100-299 employees; 30+ in firms with 300+ employees.
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Obligation to inform and consult with Works Council or trade union delegation. Notification of public authorities: Duty to notify cantonal employment service.
20: Additional delays involved in cases of collective dismissal (h)	Maximum 30 days waiting period after notification to the cantonal employment service. However, Art. 335g al. 4 of the Code of Obligations states that this waiting period is concurrent with ordinary notice period (provided notification to the cantonal employment service does not occur after notice is given to the employee); therefore it is binding only when the notice period is shorter, implying in most cases no additional delays. However, when envisaging a collective dismissal the employer must consult Works Council or trade union delegation before the notification to the cantonal employment service (art. 335f, al. 1, Code of Obligations). The latter must include the result of the consultation (art. 335g, al. 1, Code of Obligations). Case Law suggests that during consultations, the employer should allow enough time to let unions formulate proposals and to seriously consider them. Therefore, consultations cannot be too short (at least 1-2 weeks; cf. arrêt de la Ire Cour civile dans la cause X. contre A. et B. (recours en réforme) 4C.263/2003 du 16 décembre 2003).
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on alternatives to redundancy and ways to mitigate the effects; obligation to negotiate a social plan frequently contained in collective agreements. Selection criteria: No selection criteria laid down in law. Severance pay: No legal requirements, but often part of social plans.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

TURKEY

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Written notice to employee and notification, within 10 days, to SGK(Social Security Institution)
2: Delay involved before notice can start	Letter sent by mail or handed directly to employee. The employer must, however, allow an employee under a contract with an indefinite duration to defend himself against the allegations made against him or her in the event of dismissal for reasons related to the worker's conduct or performance (Art. 19, Law 4857, 2003)
3: Length of notice period at different tenure durations (a)	All workers: 0<1m, 2w<6m, 4w<18m, 6w<3y, 8w>3y (can be extended by collective agreements). Calculation (for EPL indicators): 9 months tenure: 4 weeks, 4 years tenure: 8 weeks, 20 years tenure: 8 weeks.
4: Severance pay at different tenure durations (a)	All workers: After one year's employment, one month for each year of service (can be extended by collective agreements). Calculation (for EPL indicators): 9 months tenure: 0, 4 years tenure: 4 months, 20 years tenure: 20 months.
5: Definition of unfair dismissal (b)	Fair: Whenever "labour contracts are not terminated through misuse of the right to termination" (Art. 17, Law 4857, 2003). In firms with at least 30 employees and for an employee with at least 6 months of job tenure, the employer "has to ground the termination on a valid reason arising out of the qualifications or behaviour of the worker or the requirements of the enterprise, business or work" (art. 18, Law 4857, 2003). Unfair: Unfair dismissal occurs when the given reason for dismissal is incorrect or not suitable.
6: Length of trial period (c)	All workers: Maximum 2 months, can be extended by collective agreements to 4 months. Calculation (for EPL indicators): average of the two cases.
7: Compensation following unfair dismissal (d)	If the worker is not reinstated, right to compensation of 4 months minimum and 8 month maximum (Art. 21 1 st paragraph, Law 4857, 2003). If there is a discrimination about dismissal (sex, race, language, religion, political thought etc.) compensation of up to 4 month is added. In case discrimination occurs because of union activity, compensation of up to 1 year is being added on. Art. 21 (3 rd paragraph) of Law 4857, 2003 states that "the worker is paid the wages and other benefits that have accrued during maximum four months for the period that he/she has not been employed until the finalisation of the award." Firms with less than 30 employees (representing about 52% of employment (source 2006 Turkish LFS)) are exempted from these provisions but still have to pay compensation if "labour contracts are terminated through misuse of the right of termination" (Art. 17, Law 4857, 2003). Typical compensation at 20 years tenure: 6 months plus 4 months backpay in firms with at least 30 employees. 6 months in firms with less than 30 employees.
8: Reinstatement option for the employee following unfair dismissal (b)	In the case the employer does not assert a valid reason or the court or special arbitrator decides that the asserted reason is not valid and the termination is decided to be ineffective, the employer is obliged to reinstate the worker within one month. If upon his/her application, the employer does not reinstate the worker, the employer becomes liable to pay an indemnity equal to minimum four and maximum eight months' wage to the worker (see Item 7). Employees with less than six months of job tenure or in firms with less than 30 employees have no right to reinstatement
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	One month since notification. Notification period starts when the notification arrived to worker.
10: Valid cases for use of standard fixed term contracts	Restricted to "objective situations", particularly seasonal and agricultural work.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	Estimated 1.5 Fixed-term contracts cannot be successively renewed without serious reason, otherwise the renewal will alter the fixed-term contract into a contract of indefinite time. In case of valuable reasons for renewal, no limit specified.
12: Maximum cumulated duration of successive standard FTCs	No limit specified.

13: Types of work for which temporary work agency (TWA) employment is legal	Prohibited, with the exception of agricultural work. (Employers are allowed to transfer an employee to another firm for a period of up to 6 months - with 2 possible renewals - if the concerned employee agrees and provided that he will execute the same tasks as in his initial job.)
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	Not applicable
15: Maximum cumulated duration of TWA assignments (f)	Not applicable
16: Does the set-up of a TWA require authorisation or reporting obligations?	Not applicable
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Not applicable
18: Definition of collective dismissal (b)	Within one month, 10 workers in firms with 20-100 employees, 20 workers in firms with 101-300 employees, 30 workers in firms with 300+ employees. Firms with less than 20 employees are exempt from requirements for collective dismissals.
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Duty to notify to the business trade union representative (Art. 29, first paragraph, Law 4857, 2003). Notification of public authorities: Duty to notify regional employment office of number and categories of employees to be dismissed, reasons and periods planned for dismissals.
20: Additional delays involved in cases of collective dismissal (h)	1 month waiting period starting from the notification to public authorities. Calculation (for EPL indicators): 30 days – delay for individual dismissals (Item 2).
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: After the notification procedure, consultation of the relevant trade union body on alternatives to redundancy and way to mitigate the effects. Selection criteria: Usually employer prerogative. Severance pay: No special regulations for collective dismissal.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

UNITED KINGDOM

Items	Regulations in force on 1 May 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>Individual termination: Employees with 2 years' continuous service have the right to receive from their employers, on request, a written statement of the reasons for their dismissal. Employees dismissed during pregnancy or statutory maternity leave are entitled to receive a statement regardless of whether they have asked for one and regardless of length of service.</p> <p>Redundancy: Consultation with recognised trade union recommended, but not legally required when few workers are affected.</p> <p>Calculation (for EPL indicators): average of 1 for individual termination and 1.5 for redundancy.</p>
2: Delay involved before notice can start	<p>Individual termination: Written or oral notification.</p>
3: Length of notice period at different tenure durations (a)	<p>All workers: 0<1m, 1w<2y, plus one additional week of notice per year of service up to a maximum of 12 weeks.</p> <p>Calculation (for EPL indicators): 9 months tenure: 1 week, 4 years tenure: 4 weeks, 20 years tenure: 12 weeks.</p>
4: Severance pay at different tenure durations (a)	<p>All workers: none.</p> <p>Legally required only for redundancy cases with 2 years tenure: half a week per year of service (age up to 21); 1 week per year (ages 22 to 40); 1.5 weeks per year (ages 41 to 64), limited to 30 weeks and £430 per week (indexed to inflation). According to a government study, 40% of firms exceed legal minima.</p> <p>Calculation (for EPL indicators): average of redundancy (assuming worker is aged 22-40) and other cases (no severance pay): 9 months tenure: 0, 4 years tenure: 2 weeks, 20 years tenure: 10 weeks.</p>
5: Definition of unfair dismissal (b)	<p>Fair: Dismissals relating to the capability, qualifications or conduct of the employee; because he/she is redundant; because continued employment would be illegal; or some other "substantial reason". One year tenure generally necessary for being able to file for unfair dismissal. Unfair: Dismissals related to a range of reasons including trade union activity, health and safety whistleblowing, pregnancy or maternity, and the national minimum wage. No qualifying service required for complaints for these reasons</p>
6: Length of trial period (c)	<p>Trial periods are for agreement between employer and employee, but do not affect the employee's statutory employment rights. Claims under unfair dismissal legislation are not normally possible until 2 year's service has been completed.</p>
7: Compensation following unfair dismissal (d)	<p>Compensation may consist of various elements: basic award (up to £12 900); compensatory award (up to £72 300); and additional awards (up to £22 360). Unlimited, if the dismissal is connected with health and safety matters or whistleblowing. Compensation under discrimination legislation is also unlimited. Median award is around £4500. Taking all this into account, it is reasonable to assume that average compensation of someone with 20 years of service who is earning close to median salary would reach about 8 months' pay. For those that earn significantly more, or for those where all or most of their 20 years' service was carried out below the age of 41, this award will typically be less (often substantially less) than 8 months of wage.</p> <p>Calculation (for EPL indicators): Typical compensation at 20 years tenure: 8 month – ordinary severance pay = 5.5 months</p>
8: Reinstatement option for the employee following unfair dismissal (b)	<p>Employers are not obliged to reinstate but if a tribunal orders reinstatement or re-engagement in a comparable job and the employer refuses to comply, the tribunal may make an additional award on top of the basic and compensatory awards.</p>
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	<p>Within three months of the employee's effective date of termination. If the application is received any later than that date, the tribunal will consider the complaint only if they believe it was not reasonably practicable for the employee to have made the complaint within the three-month period and that it has been made within such further period as they consider reasonable. However, the time limit will be extended in certain circumstances by a further three months where the employee has reasonable grounds for believing that a dismissal or disciplinary procedure (statutory or otherwise) is still in progress at the point where the normal time limit would have expired.</p>
10: Valid cases for use of standard fixed term contracts	<p>No restrictions.</p>
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	<p>No limit</p>

12: Maximum cumulated duration of successive standard FTCs	4 years, after which will be treated as a permanent employee.
13: Types of work for which temporary work agency (TWA) employment is legal	General
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No restrictions
15: Maximum cumulated duration of TWA assignments (f)	No limit
16: Does the set-up of a TWA require authorisation or reporting obligations?	No authorisation or reporting requirements.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	From day 1 of an assignment, agency workers are given access to certain facilities provided by the hirer, and access to information about job vacancies. After a 12 week qualifying period, agency workers are entitled to the same basic terms and conditions of employment as if they had been employed directly by the hirer.
18: Definition of collective dismissal (b)	For collective redundancies (defined as "dismissal for a reason not related to the individual concerned" by section 195 of the Trade Union and Labour Relations Act, TULRA), regulations apply for dismissal of 20+ employees within 90 days.
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Duty to inform and consult with recognised trade union or other elected employee representatives. Notification of public authorities: There is a requirement to notify the Department for Business, Innovation and Skills (BIS), so that the appropriate Government agencies can take action to help the affected employees.
20: Additional delays involved in cases of collective dismissal (h)	Dismissals may not take effect until 30 days after notifying BIS if 20-99 workers are involved, and 45 days when 100+ workers are involved.
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on selection standards and dismissal procedures. Selection criteria: No criteria laid down in law, except for prohibition of discrimination. Often mix of seniority and performance-based criteria. Severance pay: No special regulations for collective dismissal.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

UNITED STATES

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>U.S. law does not expressly address notification procedures for dismissal of a worker with a contract. Workers in the United States generally do not have contracts. However, if an employment contract exists, the parties can bargain for terms in a contract to govern notification procedures. Similarly, if collective bargaining agreements or employee handbooks prescribe the circumstances for notice, then such documents would govern.</p> <p>In some states, eligible workers, regardless of whether the worker is under contract or not, may obtain a "service letter" that indicates the reasons for the dismissal. In other states where there is no "service letter" concept, the worker can request the reason for termination. Typically, the worker must first submit a request for the "service letter" or for the reasons for his or her termination. However, no federal law mandates a service letter.</p> <p>The number of states with service letters or similar obligations, approximately amount to 28% of the US population (excluding states where the service letter cannot be used in a labour dispute, e.g. Texas, as well as states in which the letter should be provided only on request but with no obligation of truly stating the reason of separation, e.g. Kansas).</p> <p>Calculation (for EPL indicators): 1 multiplied by the population share of states with service letters or similar obligations.</p>
2: Delay involved before notice can start	<p>There are no notice requirements prior to dismissal, with certain exceptions, as discussed above.</p> <p>Calculation (for EPL indicators): coded as 1 day for oral notification or where written notice can be given to the employee</p>
3: Length of notice period at different tenure durations (a)	<p>No legal regulations (but can be regulated in collective agreements or company policy manuals).</p>
4: Severance pay at different tenure durations (a)	<p>No legal regulations (but can be regulated in collective agreements or company policy manuals).</p>
5: Definition of unfair dismissal (b)	<p>Fair: With the exception of unionized workers or public sector workers, it is generally fair to terminate an employment relationship without justification or explanation according to employment at-will principles, unless the parties have placed specific restrictions on terminations, through a contract, for example.</p> <p>Unfair: Dismissals based on breach of Equal Employment Opportunity principles (e.g., national origin, race, sex, religion) and dismissals of employees with physical or mental impairments, dismissal of pregnant women, dismissals based on genetic information, dismissals based on sexual orientation, dismissals based on age, or dismissals in violation of a collective bargaining agreement, or dismissals in violation of the terms of a contract, or dismissals in violation of a public policy, or dismissals for whistle blowing. In addition, there are increasing numbers of cases where employees pursue wrongful termination claims by alleging that dismissal was based on an "implied contract" for continued employment where there is no actual contract, but whereby certain assurances for continued employment on behalf of the employer created a contract of sorts.</p>
6: Length of trial period (c)	<p>Wide range. Typically, the range in collective bargaining agreements is between 60-90 days.</p>
7: Compensation following unfair dismissal (d)	<p>A wrongfully discharged worker employed under a fixed-term contract is entitled to damages corresponding to what he/she would have earned over the life of the contract (less any salary from newly entered employment). Workers under open-ended contracts may be entitled to damages corresponding to past and future financial losses, and accompanying psychic injuries.</p> <p>There is no average compensation. Claims filed with the Equal Employment Opportunity Commission (EEOC), for example, may get settled with the employer for an agreed-upon amount, depending on worker approval. Claims may also go to court, just like claims pursued under an implied contract theory, or claims for breach of contract. Claims that go to court may result in awards setting the amount of compensation, taking into account the salary amount.</p> <p>Typical compensation at 20 years tenure (all workers): Disparate rulings.</p>
8: Reinstatement option for the employee following unfair dismissal (b)	<p>Reinstatement is often ordered where discrimination is established in the context of a union grievance, where a worker has been discharged in violation of laws such as the National Labor Relations Act or the Civil Rights Act. In these situations workers do not have contracts, aside from a collective bargaining agreement. But in general, workers who sue for breach of contract or implied contract are offered damages to make them whole, not reinstatement.</p>

<p>9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)</p>	<p>In general statutes of limitations vary by state and according to the act that is violated.</p> <p>A number of examples are reported below:</p> <p>The statutory limit for complaints for dismissal due to whistle blowing under the Occupational Health and Safety Act is 30 days.</p> <p>For an unfair dismissal claim in an “implied contract” situation, or regarding a breach of contract claim where there is a contract, the timeline is governed by the state jurisdiction’s statute of limitations for the type of matter and varies state by state. For example, in New York, the statute of limitations is 6 years for a claim of breach of a written contract. For the same type of claim it is 4 years in California (2 years, if the contract is oral or implied-in-fact, it must be filed within two years of the breach.).</p> <p>The Equal Employment Opportunity Commission (EEOC) requires that a charge of discriminatory discharge is filed before a private law suit is filed in court. A charge must be filed with the EEOC within 180 days from the date of the alleged violation, but the deadline may be extended to 300 days if the charge is also covered by state or local anti-discrimination laws. If the EEOC does not resolve the unfair dismissal claim, then the time limit is governed by a state’s tort statute of limitations, which is usually two years.</p> <p>Calculation (for EPL indicators): estimate based on EEOC requests: $(180+300)/2 = 240$ days = 8 months.</p>
<p>10: Valid cases for use of standard fixed term contracts</p>	<p>No restrictions.</p>
<p>11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)</p>	<p>No limit</p>
<p>12: Maximum cumulated duration of successive standard FTCs</p>	<p>No limit.</p>
<p>13: Types of work for which temporary work agency (TWA) employment is legal</p>	<p>General</p>
<p>14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)</p>	<p>No</p>
<p>15: Maximum cumulated duration of TWA assignments (f)</p>	<p>No limit</p>
<p>16: Does the set-up of a TWA require authorisation or reporting obligations?</p>	<p>Licenses for employment agencies are issued in accordance with individual states' licensing statutes. Often, these statutes delegate the authority to a "Commissioner of Licenses" who decides on the issuance of a license based on the applicant's character. The license may have a short duration, such as for two years, and would need to get renewed.</p>
<p>17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?</p>	<p>There is no requirement for equal treatment in US federal law beyond minimum standards guaranteed to all workers. Some states may require equal treatment. In general, both groups of workers, permanent and temporary, may bargain for additional benefits.</p> <p>For example, on August 6, 2012, Massachusetts passed a law that allows temporary workers the right to know who their employer is, their job description, their rate of pay, their starting and ending times and expected duration of the job, among other pieces of information. Healthcare Cost Containment Act, 2012 Mass. Acts S 2400</p>
<p>18: Definition of collective dismissal (b)</p>	<p>The Worker Adjustment and Retraining Notification (WARN) Act outlines procedures for notice for covered plant closures and covered mass layoffs-in firms with 100 or more full-time employees or 100 or more employees who together work at least 4000 hours per week (exclusive of overtime) and over a period of 30 days: 50+ full-time workers in case of plant closure; 500+ full-time workers in case of layoff; 50-499 full-time workers, if they make up at least one third of the employer’s full-time workforce at a single employment site. Firms with less than 100 employees are exempt from requirements for collective dismissals.</p>
<p>19: Additional notification requirements in cases of collective dismissal (g)</p>	<p>Notification of employee representatives: Duty to inform affected workers or labour unions (where they exist). Notification of public authorities: Duty to notify state and local authorities</p>
<p>20: Additional delays involved in cases of collective dismissal (h)</p>	<p>Special 60-day notice period. Exceptions to the notice period include layoffs due to risk of bankruptcy, unforeseen circumstances, or ending of a temporary business activity.</p>

<p>21: Other special costs to employers in case of collective dismissals (i)</p>	<p>Type of negotiation required: No legal requirements. Selection criteria: As laid down in collective agreements or company manuals; usually seniority-based. Severance pay: No special regulations for collective dismissal.</p>
---	---

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

ARGENTINA

Items	Regulations in force on 1 January 2012
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>Written notification (Art. 235 Labour Contract Act – Ley de Contrato de Trabajo, LCT hereafter), with indication of the reason if for just cause. The reason cannot be changed if the dismissal is challenged in courts (Art. 243 LCT). Just cause is not explicitly defined but typically corresponds to serious misconduct or offence.</p> <p>A judicial procedure is required in order to terminate the contract of union representatives for just cause.</p>
2: Delay involved before notice can start	<p>Notice starts the day after its receipt by the worker. However, if the date of effective dismissal does not coincide with the end of the month, the worker is entitled to his/her normal salary until the end of the month (art. 233 LCT).</p> <p>Calculation (for EPL indicators): 1 day for letter plus 15 extra days on average until the end of the month: 16 days</p>
3: Length of notice period at different tenure durations (a)	<p>All workers: 15d during the trial period. Then, 1m<5y, 2m>5y if no longer term is stipulated.</p> <p>1 month for firms with fewer than 40 workers and turnover below a certain threshold.</p>
4: Severance pay at different tenure durations (a)	<p>All workers, in the case of dismissal without justified reason (<i>sin justa causa</i>): one month per year of service (or fraction of year if exceeding 3 months; Art. 245 LCT)</p> <p>All workers, in the case of redundancy (<i>por falta o disminución de trabajo</i>): half of the severance pay due in the case of absence of justified reason (Art. 247 LCT).</p> <p>The Supreme Court of Justice of the Province of Buenos Aires has ruled that employers must also pay an additional 8.33% over the statutory severance pay within the province of Buenos Aires.</p> <p>Calculation (for EPL indicators): average of redundancy and without justified reason.</p>
5: Definition of unfair dismissal (b)	<p>Prohibited grounds are discrimination on the basis of race, religion, nationality, ideology, political or union affiliation, sex, maternity, wedding, economic status, social condition, and/or physical characteristics.</p> <p>Dismissal can be for force majeure, redundancy (<i>por falta o disminución de trabajo</i>), with justified reason (<i>por justa causa</i>) or with no justified reason (<i>sin justa causa</i>). In the case of redundancy, the employer must prove that the reduction of activity is not his/her responsibility and must apply a last-in first-out rule. A justified reason for dismissal is not explicitly defined but typically corresponds to serious misconduct or offence.</p> <p>However, employers can always dismiss workers with no justified reason (<i>sin justa causa</i>) provided that advance notice is respected and severance payments are observed, except in cases of discrimination and of those categories of employees enjoying special protection (i.e. pregnant women, union representatives).</p> <p>Calculation (for EPL indicators): average of redundancy (1) and without justified reason (0)</p>
6: Length of trial period (c)	3 months (art. 92bis LCT)
7: Compensation following unfair dismissal (d)	<p>Compensation equal to severance pay in the case of dismissal without justified reason.</p> <p>In certain cases of discrimination additional 12 months of compensation can be ordered.</p> <p>Calculation (for EPL indicators): compensation minus average severance pay. Typical compensation at 20 years of tenure: 5 months (20-15)</p>
8: Reinstatement option for the employee following unfair dismissal (b)	No right or practice of reinstatement except in the case of discrimination on the grounds of race, religion, nationality, ideology, political or union affiliation, sex, economic status, social condition, and/or physical characteristics (Ley 23.592). In the case of collective dismissals (see below), reinstatement is also possible in the case the court considers that the collective redundancy was not justified.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	2 years (Art. 256 LCT)
10: Valid cases for use of standard fixed term contracts	No specific restrictions. But the use of fixed-term contracts is possible only if the type of task or activity justifies a fixed-term contract (Art. 90 LCT). The burden of proving the justification is on the employer (Art. 92 LCT).

11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limitation within the maximum duration but if more than one renewal is made, it would most likely be considered as masking a long-term relationship. Estimated number of successive contracts: 2
12: Maximum cumulated duration of successive standard FTCs	5 years
13: Types of work for which temporary work agency (TWA) employment is legal	Except in the rural sector, the construction industry and the public sector, TWA employment is allowed: to replace an absent or suspended employee, except when the suspension is the result of a strike or lack or reduction of work; in the case of temporary increase in activity requiring a greater number of workers; and to perform transitional tasks to be accomplished outside the usual and ordinary course of the business user. The proportion of TWA workers in the user-firm must be reasonable.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No limitations for both assignments and contracts (same limitations as for standard FTCs if contracts are fixed-term).
15: Maximum cumulated duration of TWA assignments (f)	No limitations for both assignments and contracts (same limitations as for standard FTCs if contracts are fixed-term).
16: Does the set-up of a TWA require authorisation or reporting obligations?	The set-up of a TWA requires registration and authorisation. There is also an obligation to regularly report to public authorities on operational statistics.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Pay is negotiated between unions, employers' organizations and government in the sector where the temporary agency workers are assigned. The principle of equal treatment is applied.
18: Definition of collective dismissal (b)	Collective redundancy when involving: - more than 15% of workers in undertakings employing less than 400 workers; - more than 10% of workers in undertakings employing between 400 and 1000 workers; - more than 5% of workers in undertakings employing more than 1000 workers.
19: Additional notification requirements in cases of collective dismissal (g)	Compulsory negotiations with unions before the Ministry of Labour and Social Security
20: Additional delays involved in cases of collective dismissal (h)	The employer submits his/her plan to the Ministry of Labour and Social Security. The parties are invited to a meeting by the Ministry of Labour and Social Security within 2 days, and a first attempt of negotiation in front of the labour authority is performed for a period of 5 days. If no agreement is reached, parties are given 10 additional days for negotiating. The revised plan (with or without the agreement of unions) is then assessed by the Ministry of Labour and Social Security within 10 days. The employer can proceed to dismissal even in the absence of homologation by the Ministry of Labour and Social Security but only at the end of this process.
21: Other special costs to employers in case of collective dismissals (i)	Firms with more than 50 workers must indicate in their initial plan the proposed compensation for involved workers. Although not being a strict requirement, proposing additional severance pay is advisable

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).

i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

BRAZIL

Items	Regulations in force on 1 January 2012
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Oral or written notification in the case of misconduct. In the case of dismissal for any other reason (<i>sem justa causa</i>), no prescribed procedure but notice must be certain and is generally written.
2: Delay involved before notice can start	Once notice is given, termination becomes effective upon expiration of the respective period of notice. If the employer reconsiders the dismissal before the end of the notice period, the worker may accept or reject that decision. If the worker accepts reconsideration or continues to work after the notice period expires, the employment contract will remain valid as if no notice had been given.
3: Length of notice period at different tenure durations (a)	Advanced notice of 8 days, if weekly paid and less than one year of job tenure in the case of dismissal without justified reason (<i>sem justa causa</i>). Advance notice of at least 30 days for workers either paid monthly or twice a month or with at least one year of job tenure in the case of dismissal without justified reason. This is increased by three days per year of service until a maximum of 90 days (Law 12.506 of October 13, 2011; art 487 of the Consolidation of Labour Laws). Calculations (for EPL indicators): 9 months tenure: 0.75 month; 4 years: 1.4 months 20 years: 3 months
4: Severance pay at different tenure durations (a)	No severance pay in the case of dismissal with justified reason (<i>com justa causa</i>), which essentially corresponds to employee's misconduct. However, the employer deposits 8% of the worker's monthly earnings into a saving account in the worker's name in the <i>Fundo de Garantia por Tempo de Servico</i> (FGTS), which can be accessed by the worker, inter alia, in the case of dismissal not due to misconduct (<i>sem justa causa</i>). Moreover, in this case, private-sector workers are also entitled to an indemnity (<i>multa</i>) of 40% of the total amount deposited in their name in the FGTS. The indemnity is paid over and above the deposits in the worker's FGTS account during the employment contract. In addition, employers must pay as social contributions 10% of the total amount deposited in the FGTS (Decree 3914, 11-09-2001). Note that this applies only as of the fourth month of the employment contract, the first three months being considered as a probationary period. Calculation (for EPL indicators): 40%*8%*number of months of employment.
5: Definition of unfair dismissal (b)	The following cases constitute ground for dismissal with justified reason (<i>com justa causa</i>): i) dishonest acts; ii) immoral conduct or misbehaviour; iii) regular conduct of business by the worker for his own or another person's account, without the employer's permission, in competition with or to the detriment of the employer; iv) criminal conviction, unless the sentence has been suspended; v) slothfulness or negligence; vi) habitual or on-the-job drunkenness; vii) breach of company secrecy; viii) breach of discipline or insubordination; ix) abandonment of the job; x) physical or verbal aggression in the workplace against any person, except in self-defence or in defence of third parties; xi) physical or verbal aggression against the employer or a superior, except in self-defence or in defence of third parties; xii) habitual gambling. Acts prejudicial to national security, if proven in administrative proceedings, also constitute grounds for fair dismissal. However, employers can always dismiss workers with no justified reason (<i>sem justa causa</i>) provided that advance notice is respected and severance payments are observed, except in cases of discrimination and of those categories of employees enjoying job stability (i.e. pregnant women, member of a trade union board and workers' representatives on the Internal Accident Prevention Commission (CIPA)). In the case of dismissal of workers hired before 1979 who have not opted for the FGTS system, courts might order full compensation or reinstatement.
6: Length of trial period (c)	3 months.
7: Compensation following unfair dismissal (d)	In the case of dismissal not due to misconduct (<i>sem justa causa</i>), only prescribed notice and indemnities are due. However in the case of dismissal of workers hired before 1979 who have not opted for the FGTS system, if no reinstatement is ordered, prescribed compensation is entirely paid by the employer.
8: Reinstatement option for the employee following unfair dismissal (b)	The indemnity paid through the FGTS is usually the only remedy. However reinstatement is available in the case of dismissal of workers hired before 1979 who have not opted for the FGTS system. If a serious offence is not duly established, they shall be reinstated or be awarded compensation if the Court declares that reinstatement is not advisable. The same rules apply to those categories of employees enjoying job stability (i.e. pregnant women, member of a trade union board and workers' representatives on the Internal Accident Prevention Commission (CIPA)). If serious reasons for dismissal are not recognized by the Labour Court, they have the right to be reinstated. Calculation (for EPL indicators): 0.5 since reinstatement is still possible for workers hired before 1979 who have not opted for the FGTS system.

9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	Maximum time period after dismissal notification up to which a claim concerning dismissal can be made is 24 months (Constitution, Art. 7 XXIX)
10: Valid cases for use of standard fixed term contracts	A contract for a specified period is a contract in which duration is fixed in advance or which depends upon the performance of specified services or on the occurrence of a particular event, the approximate date of which can be foreseen. Contracts for a specified period are valid only if they govern services whose nature or transitional character justifies the fixing of their duration in advance, transitional activities carried out by the undertaking, and contracts of a probationary nature (Art. 443 Consolidated Labour Law)
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	May be extended once.
12: Maximum cumulated duration of successive standard FTCs	Not exceeding 2 years.
13: Types of work for which temporary work agency (TWA) employment is legal	Work in urban areas to meet a temporary or seasonal need for regular and permanent employees, or to cope with an extraordinary workload increase.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No, within the 3 month limit unless authorised by the Ministry of Labour and Employment.
15: Maximum cumulated duration of TWA assignments (f)	3 months unless authorised by the Ministry of Labour and Employment.
16: Does the set-up of a TWA require authorisation or reporting obligations?	A temporary work agency must be registered with the Ministry of Labour and Employment. The agency must comply with any requests for information made by the Ministry.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	A TWA worker must receive the same pay as a worker doing the same work for the user firm. There is no explicit requirement for equal treatment on working conditions, but a number of minimum working conditions for TWA workers are set out in legislation. Case Law also goes beyond working conditions set in legislation in imposing equal treatment (e.g. in the case of pregnancy).
18: Definition of collective dismissal (b)	No legal provision is established in statutory law. However, in a recent decision, the Superior Labour Court established that negotiations among social partners must precede a mass dismissal (see Superior Labour Court decision TST-RODC-30900-12.2009.5.15.0000). This doctrine seems to have been retained in recent courts' rulings (see for example Superior Labour Court decision TST-RO-173-02.2011.5.15.0000). Calculation (for EPL indicators): since no definition of mass dismissal exists but court rulings concern only cases with many dismissal, the implied threshold is likely to be above 50.
19: Additional notification requirements in cases of collective dismissal (g)	No legal provision is established in statutory law. The matter may be covered by collective bargaining. However, in a recent decision, the Superior Labour Court established that negotiations among social partners must precede a mass dismissal (see Item 18).
20: Additional delays involved in cases of collective dismissal (h)	No legal provision is established in statutory law. The matter may be covered by collective bargaining. However, in a recent decision, the Superior Labour Court established that negotiations among social partners must precede a mass dismissal (see Item 18). No available information on how long these consultations should last.
21: Other special costs to employers in case of collective dismissals (i)	No legal provisions exist. The matter may be covered by collective bargaining.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.

b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.

c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.

d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.

e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.



Brazil

- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

CHINA

Items	Regulations in force on 1 January 2012
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	An employer may terminate an employment contract by giving the worker 30 days' prior written notice or giving him/her one month's wage in lieu of notice. If an employer unilaterally terminates an employment contract, it shall notify the labour union of the reason in advance. If the employer has violated laws, administrative regulations or the provisions of the employment contract, the labour union shall have the right to demand that the employer rectifies the matter. The employer shall consider the opinions of the labour union and notify the labour union in writing on how it handled the matter.
2: Delay involved before notice can start	The employer may terminate the employment contract by giving the worker 30 days' prior written notice. Calculation: 1 day for notice handed directly to the employee
3: Length of notice period at different tenure durations (a)	30 days written notice, regardless of tenure.
4: Severance pay at different tenure durations (a)	Severance pay shall be paid at the rate of one month's salary for each full year of service. A period of service of no less than six months but less than one year shall be counted as one year. For a period of service of less than six months, a worker shall be paid half a month's wage as severance pay. If the monthly wage of a worker is three times greater than the average monthly wage of staff and workers in the region during the preceding year - as published by local authorities in the district where the employer is located - severance pay shall be paid at the rate of three times that average monthly wage and for a maximum period of service not exceeding 12 years. Calculation (for EPL indicators): 9 months tenure: 1 month; 4 years: 4 months; 20 years: 20 months
5: Definition of unfair dismissal (b)	<p>Fair: An employer may terminate an employment contract if:</p> <ul style="list-style-type: none"> (i) during the probation period, it is shown that the worker does not satisfy the conditions of employment; (ii) the worker seriously violates its rules and regulations; (iii) the workers commits a serious dereliction of duty, practices graft or engages in embezzlement, causing material damage to the employer; (iv) the worker simultaneously has an employment relationship with another employer, seriously affecting the completion of his/her work tasks with the employer, or after being warned about this misconduct by the employer, he/she refused to rectify the matter; (v) the employment contract is concluded or amended through means such as fraud, coercion or by taking advantage of a parties plight, thereby causing the other party to conclude or amend the employment contract in a manner contrary to his/her true intent; (vi) the worker contracted an illness or suffers from a non-work-related injury and after the expiration of the set medical period he/she is unable to return to his/her original job or engage in other worker arranged for him/her by the employer; (vii) the worker is incompetent and after undergoing training or an adjustment of his/her position he/she remains incompetent; (viii) the objective circumstances relied on at the time of the conclusion of the employment contract have materially changed, making performance thereof impossible and the employer and the worker fail to reach agreement on amending the employment contract after consultations. <p>Unfair: <u>other than the cases above</u></p> <p><u>In cases of (vi) to (viii) above</u>, an employer may not terminate a worker's employment contract if the worker:</p> <ul style="list-style-type: none"> (i) was engaged in operations that exposed him/her to an occupational disease hazard and has not undergone a pre-departure occupational health examination or is suspected of having contracted an occupational illness and is being diagnosed or undergoing medical observation; (ii) contracted an occupational illness or suffered from a work-related injury and has been confirmed as having lost all of part of his/her capacity to work; (iii) contracted an occupational illness or suffered a work-related injury and the set period of medical treatment has not expired; (iv) is a female employee in her pregnancy, confinement or nursing period; (v) has been working for the employer for at least 15 years in succession and is less than five years away from the statutory retirement age; or (vi) falls within another circumstance specified in laws or administrative regulations.

6: Length of trial period (c)	If an employment contract has a term of no less than three months but less than one year, the probation period may not exceed one month. If an employment contract has a term of no less than one year but less than three years, the probation period may not exceed two months. For a fixed-term contract of no less than three years or an open-ended employment contract, the probation period may not exceed six months.
7: Compensation following unfair dismissal (d)	If an employer terminates or ends an employment contract in violation of the law, the worker can request reinstatement. If the worker does not request reinstatement or continuation of the employment relationship under the same contract has become impossible, the employer shall pay the worker compensation in an amount equivalent to twice the rate for severance pay to which the worker is entitled. Typical compensation at 20 years service: 40 months, but in the case of reinstatement, backpay only. Calculation (for EPL indicators): Typical compensation minus ordinary severance payments
8: Reinstatement option for the employee following unfair dismissal (b)	If an employer terminates or ends an employment contract in violation of the law, the worker can request reinstatement.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	One year under the Arbitration and Mediation Act.
10: Valid cases for use of standard fixed term contracts	Once an employer and a worker have reached a consensus through consultations, they may establish a fixed-term employment contract. There are no restrictions on the types of work for which fixed-term contract may be used.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	If the worker has concluded two fixed-term contracts in succession, he/she is not characterised by any of the circumstances under which the employer may fairly dismiss him/her and his/her contract is up for renewal, another contract without a fixed period shall be concluded if the worker proposes to do so.
12: Maximum cumulated duration of successive standard FTCs	If the worker has worked for the employer for at least 10 years in succession, the contract will be taken to be an open-ended contract, except if the worker proposes to conclude another fixed-term contract.
13: Types of work for which temporary work agency (TWA) employment is legal	In general, placement of temporary workers shall apply to temporary, ancillary or substitute positions. In practice, however, temporary agency employment is widely used in many different situations.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	A temp agency shall conclude a fixed-term employment contract of at least two years with a temporary worker. Fixed-term contracts may only be renewed twice. The using employer shall not divide a continuous term of labour use into a couple of short term assignments (dispatch agreements).
15: Maximum cumulated duration of TWA assignments (f)	A temp agency shall conclude a fixed-term employment contract of at least two years with a temporary worker. Same limitation as for standard fixed-term contracts. There is no restriction on duration of assignments (dispatch contract) as long as it falls within permitted work such as temporary, ancillary or substitute position.
16: Does the set-up of a TWA require authorisation or reporting obligations?	Temp agencies shall be established in accordance with relevant provisions of the Company Law and have registered capital of no less than Rmb500 000. There is no obligation in the Employment Contract Law for ongoing reporting to authorities.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Temporary workers have the right to the same pay for the same work as the workers of the user firm. If the user firm does not have workers in the same positions, the labour compensation of the temporary workers shall be determined with reference to the labour compensation of workers in identical or similar positions in the place where the user firm is located.
18: Definition of collective dismissal (b)	Special provisions for collective dismissal apply where an employer needs to carry out a personnel cutback involving at least 20 persons or a personnel cutback involving less than 20 persons but accounting for at least 10% of the enterprise's workforce for one of the following reasons: (i) the employer is to undergo restructuring in accordance with the Enterprise Bankruptcy Law; (ii) the employer is experiencing serious difficulties with its production and operations; (iii) the enterprise is to switch production, undergo a material technological makeover or adjust its mode of operations and still needs to cut back personnel after amendment of employment contracts; (iv) another material change in the objective economic circumstances relied upon at the time of the conclusion of the employment contracts occurs, making the performance thereof impossible.
19: Additional notification requirements in cases of collective dismissal (g)	The employer may perform a collective personnel cutback after explaining the circumstances to the labour union or all of the staff and workers 30 days in advance, listening to the opinions of the labour union or staff and workers and reporting its personnel cutback plan to the labour administrative department.

20: Additional delays involved in cases of collective dismissal (h)	No additional delays
21: Other special costs to employers in case of collective dismissals (i)	<p>When carrying out a personnel cutback, the following persons shall be retained on a priority basis:</p> <p>(i) those who have concluded relatively long-term fixed-term contracts with the employer;</p> <p>(ii) those who have concluded open-ended contracts with the employer;</p> <p>(iii) those who do not have other employed persons in the household and are supporting elderly persons or minors.</p> <p>If an employer that has carried out a personnel cutback hires again within six months, it shall notify the personnel that were cut back and, all things being equal, employ them on a preferential basis.</p> <p>There is no additional severance pay.</p>

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

INDIA

Items	Regulations in force on 1 January 2012
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Firms are required to give workers written notice of dismissal. For retrenchments, the relevant government authority must also be notified (art. 25F, Industrial disputes act, 1947). For establishments with 100 or more workmen, the employer must also obtain permission from the relevant government authority before retrenchment can take place. Retrenchment is defined as termination for whatsoever reason, except in the case of disciplinary action (see e.g. State Bank of India v. N Sundara Money [1976] 3 SCR 160). Calculation (for EPL indicators): based on retrenchment; average of large and small establishments $((2+3)/2 = 2.5)$
2: Delay involved before notice can start	Written notice of dismissal can be handed to the employee. Courts may require that an employee be given warning prior to dismissal and a fair hearing. Where an employee is dismissed for disciplinary reasons, courts usually examine whether appropriate warning was given prior to dismissal. For large establishments, permission for retrenchment must be received from the relevant government authority. The government authority must decide within 60 days from the date of application by the employer. In case there is no decision in 60 days, it is deemed that permission is granted Calculation (for EPL indicators): based on retrenchment; average of large and small establishments (1 day for written notice + 6 days for warning and hearing+ 60/2 days for permission) = 37 days
3: Length of notice period at different tenure durations (a)	In case of retrenchment: workers with no less than one year's tenure are entitled to one month's notice or payment in lieu of notice. Establishments with 100 or more workmen are required to give workers three months' notice or payment in lieu to workers with more than one year's tenure. Calculation (for EPL indicators): based on retrenchment; average of large and small establishments
4: Severance pay at different tenure durations (a)	Workers with no less than one year's tenure who are dismissed for retrenchment are entitled to 15 days pay for each completed year of continuous service or any part thereof exceeding six months. Calculation (for EPL indicators): based on retrenchment
5: Definition of unfair dismissal (b)	Fair: an employee can be dismissed on the charge of theft, habitual negligence of duty, disorderly behavior, bribery, lack of capability, financial irregularities or subordination. However, in most cases the employee is entitled to warning prior to dismissal and a fair hearing. However, company standing orders regulating dismissal must be approved by government authorities and typically severely restrict dismissal as result of disciplinary action. Retrenchment, defined in a very wide way, is also generally fair provided that procedures has been followed correctly (e.g. State Bank of India v. N Sundara Money [1976] 3 SCR 160; State of Bombay and others v. Hospital Mazdoor Sabha & others [1960] 2 SCR 866). Unfair: dismissal is unfair if provisions for retrenchment or dismissal have not been properly followed, where the employee has not had an adequate opportunity to defend him/herself, during sickness, maternity leave, in retribution for filing a complaint, for taking part in peaceful trade union activities or as a result of discrimination. For economic redundancies, in the absence of any agreement between the employer and dismissed worker, the employer should dismiss the worker who was the last person to be employed in the category.
6: Length of trial period (c)	Employees appointed for a permanent post are usually kept on probation for a period of six months to a year, during which the employee's suitability for the job can be assessed. The law does not stipulate any maximum probation period. Calculation (for EPL indicators): average of typical minimum and maximum length
7: Compensation following unfair dismissal (d)	In the event that a dismissal is found to be unfair, the court may reinstate the worker with back pay. In extreme cases where the employer argues strongly against reinstatement, the court may award compensation instead of reinstatement. Labour courts typically take 3-4 years to settle disputes and make an award. The law stipulates that in case of illegal dismissal the workman dismissed is entitled to all the benefits under any law as if he/she had not been laid-off.
8: Reinstatement option for the employee following unfair dismissal (b)	In most cases of unfair dismissal, the court orders reinstatement.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	The application to the Labour court or Tribunal shall be made before the expiry of 3 years from the date of discharge, dismissal, retrenchment or otherwise termination of service, according to amended Industrial Dispute Act of 2010.

10: Valid cases for use of standard fixed term contracts	Temporary workers may be engaged for work which is essentially of a temporary nature likely to be finished within a limited time. Exemptions exist for some industries (information technology and business processing outsourcing) and export processing and special economic zones in some states.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limits.
12: Maximum cumulated duration of successive standard FTCs	No limits.
13: Types of work for which temporary work agency (TWA) employment is legal	According to central labour contract laws and rules, contract labour is generally allowed for non-core activities (although with some industries or firms prohibited from using contract labour). However, there is no consensus about what is the effective regulatory environment applying to the staffing industry and whether contract labour laws and rules apply to that industry. This creates a lot of regulatory uncertainty.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No for both assignments and contracts between the worker and the agency.
15: Maximum cumulated duration of TWA assignments (f)	No limits for both assignments and contracts.
16: Does the set-up of a TWA require authorisation or reporting obligations?	Contractors and user firms with more than 20 employees are required to obtain a license (and pay a fee and security deposit) before engaging contract workers. The license is valid for 12 months, after which it can be renewed by following the same procedure. The contractor is required to report any changes in the number of workers employed or their conditions of work to the licensing authority.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	The wage rates and working conditions of the contracted worker must be the same as those of a worker employed directly by the user firm to do the same type of work.
18: Definition of collective dismissal (b)	There are no additional regulations for collective dismissals but there are special regulations in the case of closure of an establishment with 50 or more workmen (art. 25FF, Industrial disputes act, 1947).
19: Additional notification requirements in cases of collective dismissal (g)	No additional requirements.
20: Additional delays involved in cases of collective dismissal (h)	In the case of closure of an establishment with at least 50 workmen, workers are entitled of two months advance notice. Calculation (for EPL indicators): average of large establishments (0 additional days) and small establishments (30/2 additional days).
21: Other special costs to employers in case of collective dismissals (i)	No additional requirements.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).



India

i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

INDONESIA

Items	Regulations in force on 1 January 2012
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	The employer must negotiate with the worker or his/her trade union about an intended dismissal. If there is no agreement, the employer must receive permission to terminate the employment contract from the institution for the settlement of industrial relations disputes.
2: Delay involved before notice can start	The employer and the worker or his/her trade union should attempt to resolve the dispute about termination within 30 days. If negotiations fail, one or both parties can file the dispute with the local manpower office, which will offer both parties the opportunity to settle the dispute through conciliation. If there is no agreement, the dispute is decided by the Industrial Relations Court, which should give a verdict within 50 days of the dispute being filed. If the first ruling is appealed to the Supreme Court, these delays are increased by another 60 days. Calculation (for EPL indicators): average of appealed and not appealed cases
3: Length of notice period at different tenure durations (a)	There is no notice period as dismissal must be approved by the institution for the settlement of industrial relations disputes.
4: Severance pay at different tenure durations (a)	Dismissed workers are entitled to severance pay equal to one month's wages for each completed year of service plus one additional month up to a maximum of nine months' pay and a reward-for-service payment equal to two months' pay for the first completed three years of service plus an additional one month's pay for each three completed years of service thereafter. In addition, the worker is entitled to compensation for housing, medical and hospitalization (which is deemed to be 15 percent of the severance pay and/or service pay to which the employee is entitled; cf. Art. 156(3) Manpower Act N. 13, 2003). However this compensation is also paid in the case of resignation (and therefore it is not included in the calculation for EPL indicators - Art.162 Manpower Act N. 13, 2003) Calculation (for EPL indicators): 9 months: 1 month; 4 years: 5+2 months; 20 years: 9+7 months.
5: Definition of unfair dismissal (b)	Fair: the worker has reached retirement age; grave wrongdoing by the workers (stealing, giving false information, drunkenness, indecency, gambling, violence, breaking the law, careless or intentional damage, leaking business secrets); violating provisions specified in the work agreement, the enterprise's rules and regulations or the enterprise's collective agreement (but dismissal can only take place in this case after giving three warnings each 6 months apart); in the event of a change in the status of the enterprise, merger, fusion or change in the ownership of the enterprise where workers are not willing to continue their employment; where the enterprise (or a division thereof) has to be closed down due to continual losses suffered for two continuous years (in this case ordinary severance pay is doubled) or force majeure; if the enterprise goes bankrupt; if the worker has been absent from work for at least five days without submitting a written reason to the employer and the employer has asked twice for a written reason. Unfair: absence from work due to illness, fulfilling obligations to the State, practicing religion, marriage, pregnancy or breastfeeding; union membership or carrying out union duties with the permission of the employer; reporting a crime by the employer; discrimination on the grounds of religion, political orientation, ethnicity, colour, race, sex, physical condition or marital status; disability due to an industrial illness or work accident.
6: Length of trial period (c)	Maximum of three months. There is no trial period allowed for fixed-term contracts.
7: Compensation following unfair dismissal (d)	The employer is obliged to pay all the wages and entitlements which the affected worker should have received.
8: Reinstatement option for the employee following unfair dismissal (b)	If the termination of employment takes place for reasons other than those allowed, it will be declared null and void and the employer shall be obliged to re-employ the affected worker.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	Any worker whose employment is terminated without the decision of the institute for the settlement of industrial disputes and does not accept the termination can file a lawsuit to the institute for the settlement of industrial disputes within a one year period after termination.
10: Valid cases for use of standard fixed term contracts	A work agreement for a specified period of time can only be made for a certain job, which, because of the type and nature of the job, will finish in a specified period of time, that is: (a) Work to be performed and completed at one go or work which is temporary by nature; (b) Work whose completion is estimated at a period of time which is not too long and no longer than 3 years; (c) Seasonal work; or (d) Work that is related to a new product, a new [type of] activity or an additional product that is still in the experimental stage or try-out phase. A work agreement for a specified period of time cannot be made for jobs that are permanent by nature.

11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	One extension possible.
12: Maximum cumulated duration of successive standard FTCs	A work agreement for a specified period of time may be made for a period of no longer than two years and may only be extended once for another period that is not longer than 1 year.
13: Types of work for which temporary work agency (TWA) employment is legal	In principle, temporary agency workers must not be used by employers to carry out their enterprises' main activities or activities that are directly related to production processes, except for auxiliary service activities or activities that are indirectly related to production processes. In practice, however, the limitation is so general that temporary agency workers are widely used in many different situations.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	Temporary work agency workers are employed either on contracts of unlimited duration or fixed-term contracts. No limit for renewal of assignments
15: Maximum cumulated duration of TWA assignments (f)	Temporary work agency workers are employed either on contracts of unlimited duration or fixed-term contracts. No limit for assignments. But, in practice, long duration of subsequent fixed-term assignments increases the probability that contract workers successfully claim to become permanent employees of the user company.
16: Does the set-up of a TWA require authorisation or reporting obligations?	Temporary work agencies shall take the form of a legal entity business with license from a government agency responsible for labour/ manpower affairs.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	In principle yes but in practice this is rarely the case. Calculation (for EPL indicators): average of Yes and No.
18: Definition of collective dismissal (b)	There are no special regulations or additional costs for collective dismissals.
19: Additional notification requirements in cases of collective dismissal (g)	There are no special regulations or additional costs for collective dismissals.
20: Additional delays involved in cases of collective dismissal (h)	There are no special regulations or additional costs for collective dismissals.
21: Other special costs to employers in case of collective dismissals (i)	There are no special regulations or additional costs for collective dismissals.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

LATVIA

Items	Regulations in force on 1 January 2013
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>According to Section 102 of Labour Law when giving a notice of termination of an employment contract, an employer has a duty to notify the employee in writing regarding the circumstances that are the basis for the notice of termination of the employment contract.</p> <p>Paragraph 1 of Section 110 of Labour Law provides that an employer is prohibited from giving a notice of termination of an employment contract to an employee – member of a trade union – without prior consent of the relevant trade union. If the employee trade union does not agree with the notice of termination of an employment contract, the employer may bring an action in court for termination of the employment contract (Paragraph 4 of Section 110 of Labour Law).</p>
2: Delay involved before notice can start	<p>1 day for letter in the case of non-union members</p> <p>In the case of union members, the employee trade union has a duty to inform the employer of its decision in good time, but no later than within seven working days from the receipt of a request from the employer. If the employee's trade union does not inform the employer of its decision it shall be deemed that the employee's trade union consents to the employer notice of termination. An employer may give a notice of termination of an employment contract no later than one-month after the date of receipt of the consent of the employee's trade union. If the employee's trade union does not agree with the notice of termination of an employment contract, the employer may, within a one-month period from the date of receipt of the reply, bring an action in court for termination of the employment contract (Paragraph 2-4 of Section 110 of Labour Law).</p> <p>Calculation (for EPL indicators): average of union and non-union members. In the case of non-union members, 1 day for letter plus 7 days for trade-union reply, plus, in the case of trade-union opposition, the time of court proceedings (evaluated at on average at least one month) = $1 + [7+(30/2)]/2 = 12$ days</p>
3: Length of notice period at different tenure durations (a)	According to Section 103 of Labour Law: 1 month except in cases of employee's misconduct
4: Severance pay at different tenure durations (a)	<p>Section 112 of Labour Law provides the following:</p> <p>If a collective agreement or the employment contract does not specify a larger severance pay, and except in cases of misconduct, an employer has a duty to pay a severance pay to an employee in the following amounts:</p> <ol style="list-style-type: none"> 1) one month average earnings if the employee has been employed by the relevant employer for less than five years; 2) two months average earnings if the employee has been employed by the relevant employer for five to 10 years; 3) three months average earnings if the employee has been employed by the relevant employer for 10 to 20 years; and 4) four months average earnings if the employee has been employed by the relevant employer for more than 20 years.
5: Definition of unfair dismissal (b)	<p>In general, workers' lack of adequate competence, certified inability or long-lasting temporary incapacity due to health reasons, redundancy and misconduct are fair dismissal reasons.</p> <p>There is no legal definition of "unfair dismissal" in the Labour Law. Yet, it could be derived from the text that unfair dismissal is the dismissal which has been performed ignoring the rules for dismissal set out in the Labour Law.</p> <p>For example, incorrect length of notice period, failure to inform trade union etc.</p> <p>According to Section 124 Paragraph 1 of Labour law if a notice of termination by an employer has no legal basis or the procedures prescribed for termination of an employment contract have been violated, such notice in accordance with a court judgment shall be declared invalid.</p>
6: Length of trial period (c)	Section 46 Paragraph 2 of Labour Law fixes the maximum duration of probation period – "the term of a probation period may not exceed three months. The said term shall not include a period of temporary incapacity and other periods of time when the employee did not perform work for justified cause."

7: Compensation following unfair dismissal (d)	<p>Section 126 of Labour Law determines the amount of compensation following unfair dismissal:</p> <p>(1) An employee who has been dismissed illegally and reinstated in his or her previous work shall in accordance with a court judgment be paid average earnings for the whole period of forced absence from work. Compensation for the whole period of forced absence from work shall also be paid in cases where a court, although there is a basis for the reinstatement of an employee in his or her previous work, at the request of the employee terminates the employment legal relationships by a court judgment.</p> <p>(2) An employee who has been transferred illegally to other lower paid work and afterwards reinstated in his or her previous work shall in accordance with a court judgment be paid the difference in average earnings for the period when he or she performed work at lower pay.</p>
8: Reinstatement option for the employee following unfair dismissal (b)	<p>Section 124 Paragraph 2 sets out that an employee, who has been dismissed from work on the basis of a notice of termination, which has been declared invalid or otherwise violates the rights of the employee to continue employment legal relationships, shall in accordance with a court judgment be reinstated in his or her previous work.</p>
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	<p>According to Section 122 of Labour Law "An employee may bring an action in court for the invalidation of a notice of termination by an employer within a one-month period from the date of receipt of the notice of termination. In other cases, when the right of an employee to continue the employment legal relationships has been violated, he or she may bring an action in court for reinstatement within a one-month period from the date of dismissal."</p>
10: Valid cases for use of standard fixed term contracts	<p>Section 44 of Labour Law:</p> <p>An employment contract may be entered into for a specified period in order to perform specified short-term work, such as:</p> <ol style="list-style-type: none"> 1) seasonal work; 2) work in activity areas where an employment contract is normally not entered into for an unspecified period, taking into account the nature of the relevant occupation or the temporary nature of the relevant work; 3) replacement of an employee who is absent or suspended from work, as well as replacement of an employee whose permanent position has become vacant until the moment a new employee is hired; 4) casual work which is normally not performed in the undertaking; 5) specified temporary work related to short-term expansion of the scope of work of the undertaking or to an increase in the amount of production; 6) emergency work in order to prevent the consequences caused by <i>force majeure</i>, an unexpected event or other exceptional circumstances which adversely affect or may affect the normal course of activities in an undertaking; 7) temporary paid work intended for an unemployed person or other work related to his or her participation in active employment measures, or work related to the implementation of active employment measures; and 8) work of a student enrolled in a vocational or academic educational institution, if it is related to preparation for activity in a certain occupation or study course." <p>The work referred to in clauses 1 and 2 is determined by the government.</p> <p>Other legislative enactments also provide valid cases for use of standard fixed term contracts, for example Commercial Law etc.</p>
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	<p>No limit in legislation</p>
12: Maximum cumulated duration of successive standard FTCs	<p>Section 45 Paragraph 1 of Labour law provides that the term of an employment contract entered into for a specified period may not exceed three years (including extensions of the term) if another term has not been specified in another law. The entering into a new employment contract with the same employer shall also be regarded as extension of the term of the employment contract if during the period from the date of entering into the former employment contract until the entering into a new employment contract the legal relationship has not been interrupted for more than 30 consecutive days.</p>
13: Types of work for which temporary work agency (TWA) employment is legal	<p>Generally there are no restrictions.</p>
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	<p>There are no restrictions in general, neither for assignments nor for contracts between the agency and the worker.</p> <p>If a fixed term contract is concluded - rules of fixed term contracts are applicable.</p>

15: Maximum cumulated duration of TWA assignments (f)	No restrictions concerning assignments. If a fixed term contract is concluded - rules of fixed term contracts are applicable.
16: Does the set-up of a TWA require authorisation or reporting obligations?	Section 6 Paragraph 2 Clause 13 of the Law for the "Support for unemployed persons and persons seeking employment" sets out the duty of the State Employment Agency to license and supervise merchants who provide work placement services (except manning of a ship). Cabinet Regulations No. 458 (03.07.2007) "Procedures for licensing and supervision of merchants - providers of work placement services" sets out the procedure of licensing and supervision of temporary work agencies. Clause 24.10 of the aforementioned regulations provide that A licence recipient shall submit to the State Employment Agency a report regarding the provision of work placement services of the previous semester by the twenty-fifth day of the first month of the following semester.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Section 7 Paragraphs 4 and 5 of Labour law ensures the equal treatment of regular workers and agency workers providing that: It is the duty of the work placement service as the employer to ensure the same working conditions and apply the same employment regulations to an employee who has been appointed for a specified time to perform work in the undertaking of the recipient of the work placement service as would be ensured and applied to an employee if the employment legal relationships between the employee and the recipient of the work placement service had been established directly and the employee was to perform the same work. The working conditions and employment regulations referred to above shall apply to work and recreation time, work remuneration, to pregnant women, women during the period following childbirth up to one year, women who are breastfeeding, to the protection assigned to children and adolescents, as well as to the principle of equality and the prohibition of differential treatment. Section 96 Paragraph 2 provides that an employee posted by a work placement service provider has the right to use the facilities, common premises or other opportunities of the undertaking of the recipient of the work placement services, as well as transport services with the same conditions as the employees with which the work placement service provider has established an employment legal relationships directly, except where differential treatment may be justified by objective reasons.
18: Definition of collective dismissal (b)	According to Section 105 of Labour Law, "Collective redundancy is a reduction in the number of employees where the number of employees to be made redundant within a 30-day period is: 1) at least five employees if the employer normally employs more than 20 but less than 50 employees in the undertaking; 2) at least 10 employees if the employer normally employs more than 50 but less than 100 employees in the undertaking; 3) at least 10 per cent of the number of employees if the employer normally employs at least 100 but less than 300 employees in the undertaking; or 4) at least 30 employees if the employer normally employs 300 and more employees in the undertaking. These provisions of this Law regarding collective redundancy shall not apply to: 1) crews of sea-going ships; and 2) employees employed in State administrative institutions."

19: Additional notification requirements in cases of collective dismissal (g)	<p>Section 106 of Labour law stipulates that the employer, prior to collective dismissal, undertake notifications and consultations. Paragraph 1 provides that an employer who intends to carry out collective redundancies shall in good time commence consultations with employee representatives in order to agree on the number of employees affected by the collective redundancy, the process of the collective redundancy and the social guarantees for the employees to be made redundant. During consultations the employer and the employee representatives shall examine all the possibilities of avoiding the collective redundancy or of reducing the number of employees to be made redundant and how to alleviate the effects of such redundancy by taking social measures that create the possibility to further employ or retrain the employees made redundant. Paragraph 4 provides that an employer who intends to carry out collective redundancy shall, no later than 45 days in advance, notify in writing thereof the State Employment Agency and the local government in the territory of which the undertaking is located. The notification shall include the given name, surname (name) of the employer, location and type of activity of the undertaking, reasons for the intended collective redundancy, number of employees to be made redundant stating the occupation and qualifications of each employee, number of employees normally employed by the undertaking and the time period within which it is intended to carry out the collective redundancy, as well as provide information regarding the consultations with employee representatives referred to in this Section. The employer shall send a duplicate of the notification to the employee representatives. The State Employment Agency and the local government may also request other information from the employer pertaining to the intended collective redundancy.</p>
20: Additional delays involved in cases of collective dismissal (h)	<p>Section 107 of Labour Law provides that:</p> <p>(1) An employer may commence the collective redundancy no earlier than 45 days after the submission of a notification to the State Employment Agency, unless the employer and the employee representatives have agreed on a later date for commencing the collective redundancy.</p> <p>(2) In exceptional cases the State Employment Agency may extend the time limit referred to in Paragraph 1 of this Section to 60 days. The State Employment Agency shall notify in writing the employer and employee representatives regarding the extension of the time period and the reasons for it two weeks before the expiration of the time period referred to in Paragraph 1.</p> <p>Calculation (for EPL indicators): At least five days for consultations plus $(45+60)/2$ days waiting period minus 12 days for notification letter.</p>
21: Other special costs to employers in case of collective dismissals (i)	<p>Section 106 Paragraph one of Labour law states that an employer who intends to carry out collective redundancy shall in good time commence consultations with employee representatives in order to agree on the number of employees subject to the collective redundancy, the process of the collective redundancy and the social guarantees for the employees to be made redundant. During consultations the employer and the employee representatives shall examine all the possibilities of avoiding the collective redundancy or of reducing the number of employees to be made redundant and how to alleviate the effects of such redundancy by taking social measures that create the possibility to further employ or retrain the employees made redundant.</p> <p>Section 108 of Labour Law establishes the system of preferences for continuing employment relations which the employer is bound to follow.</p>

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

RUSSIAN FEDERATION

Items	Regulations in force on 1 January 2012
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>Personal reasons: the employer must give the employee a written notice. Dismissal of employees who are members of a trade union is possible only with consideration of the opinion of the elected trade union authorities.</p> <p>Redundancy: The employer must give the employee a written notice and must inform the elected trade union authority about dismissals in writing no later than two months prior to dismissals taking effect. Dismissal of employees who are members of a trade union is possible only with consideration of the opinion of the elected trade union authorities. The employer has also to inform the labour administration about any expected staff reductions 2 months in advance (or 3 months for mass dismissals) – art. 25, Law on Employment, 1996.</p>
2: Delay involved before notice can start	<p>If the employee is a trade union member, the employer must notify the trade union in writing of the intention to dismiss the worker. The union has seven days to present the employer with their written opinion on the dismissal. If the trade union does not agree with the proposed dismissal of the employer, there are three days of consultation between the union and the employer. If agreement is not reached, the employer has the right to the final decision. The union can appeal to the State Labour Inspection, which must process the case of dismissal within 10 days of obtaining the claim. The employer can hand written notice directly to the employee.</p> <p>Calculation (for EPL indicators): average of the case of redundancy (7+3 = 10 days for notice and consultation with union + 1 day for notice to employees who are union members and 1 day for notice to employees who are not union members); and the case of personal reasons (+8 days (estimate) for obtaining the required attestation, see comment on item 5).</p>
3: Length of notice period at different tenure durations (a)	<p>The employer must give the employee two months' notice in the case of redundancy. The employer can, with the employee's written consent, cancel the labour contract before the expiry of the two month notice period by paying compensation equal to the average wage for the proportion of time remaining before the end of the notice period (in addition to severance pay).</p> <p>Calculation (for EPL indicators): average of personal reasons (e.g., permanent inability) and redundancy $(0+2)/2= 1$ month</p>
4: Severance pay at different tenure durations (a)	<p>In the case of dismissal in connection with liquidation of the organisation or reducing the number of permanent staff, the employee to be dismissed is entitled to severance payment equal to 2 average monthly wages. In exceptional cases the average monthly wages are preserved for the employee during the third month from the date of dismissal on the base of the decision made by the employment agency providing that the employee applied to this employment agency within two weeks after dismissal but was not placed in a job.</p> <p>Severance pay differs across personal reasons. If a worker is found completely unable to work for medical reasons, is conscripted, or has to leave because of reinstatement of an unfairly dismissed worker, he is entitled to 2 weekly wages. No severance pay in case of detention.</p> <p>For workers in the Northern and Far Eastern regions, the usual severance pay amounts to 3 monthly wages. The employment agency can further extend it to 6 monthly wages in exceptional cases (Article 318 of the Labour Code). This applies to roughly 10% of all workers of Russia.</p> <p>Calculation (for EPL indicators): average of personal reasons and redundancy $(0.5+2)/2= 1.25$ month</p>

5: Definition of unfair dismissal (b)	<p>Redundancy: An employer can terminate a labour agreement in case of dissolving of an organisation or termination of activities, or in case of reduction of number of employees in an organisation. Dismissal on grounds of reduction of number of employees in an organisation or if the employee is not fit for the occupied position or performed job functions is only allowed if transition of an employee to a different job position with consent of an employee is impossible.</p> <p>Personal reasons: Dismissal for personal reasons is severely restricted. For example, an employee cannot be fired during the period of temporary incapacity (sickness), regardless of the length of this period. Only if his permanent inability to work is medically attested, the employer may initiate dismissal. A worker can also be fired in the case of insufficient qualification, but this needs to be proved by internal attestation. The latter requires a special internal regulation on attestation, informing workers that they will be attested, and establishing an attestation committee that includes a trade union member (if a union organization exists in the firm). Even if a worker is found not suitable for a job during the attestation, the employer has to offer him another job. Only in force-majeure cases such as serious misconduct, imprisonment or military service, is termination for personal reasons straightforward.</p> <p>Dismissal of an employee on the employer's initiative is also not allowed during the period of leave of the employee (except cases of dissolving of the organisation or termination of the employer's activities if the employer is a physical entity).</p>
6: Length of trial period (c)	<p>Generally 3 months. For senior positions (top managers, chief accountants, etc.) up to 6 months. For contracts with duration between 2 and 6 months – not more than 2 weeks (Article 70 of the Labour Code). No probationary period for fixed-term contracts with duration less than 2 months. (Article 289 of the Labour Code).</p>
7: Compensation following unfair dismissal (d)	<p>In the case of unfair dismissal, the court shall rule on average wage payable to employee for his forced absence, or wage difference while him being hired at a lower paid job. The court may also, upon employee's claim, decide on indemnification for moral damage caused to employee by such actions. The court shall determine the amount of the compensation.</p> <p>Court proceedings should only take 2 months: 1 month for submitting a claim and 1 month for considering a dismissal case, but they generally take longer in practice).</p> <p>Calculation (for EPL indicators): Typical compensation at 20 years: 6 months for unpaid wages during court proceedings. This calculation is made taking into account 6 month of court proceedings (see footnote d).</p>
8: Reinstatement option for the employee following unfair dismissal (b)	<p>In the case of unfair dismissal, the employee shall be reinstated by the court (Article 394 of the Labour Code).</p>
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	<p>An employee must submit an appeal to court within 1 month of the dismissal. If the deadline has been missed for good reasons, the court can prolong the period (Art.392 Labour Code). This period was confirmed (the request for its extension was declined) in the ruling N 1877-O of 18.10.2012 by the Constitutional Court of Russia.</p>
10: Valid cases for use of standard fixed term contracts	<p>A fixed term contract can be concluded on the initiative of the employer or the employee for a large number of reasons including replacing a temporarily absent employee, performing temporary, urgent or seasonal work, in small businesses or in organisations established for predetermined term, for employees engaging in training, working part time or in specified industries and occupations, or for managers or old-aged pensioners. A fixed-term contract may also be concluded with the agreement of both parties to the labour contract without regard for the nature of the work or the conditions of its implementation. The latter norm, however, applies to specific types of firms (e.g., small businesses with less than 35 workers), specific categories of workers (e.g., pensioners), or in specific regions (North and Far East), see Article 59 of the Labour Code,</p>
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	<p>There are no legal restrictions when there are grounds to conclude a fixed-term contract. However, courts have generally concluded that employment is for an indefinite term if several fixed term contracts are concluded in succession. The exact wording of the Supreme Court ruling (N 2 of 17.03.2004, Article 14) is "Repeated conclusion of fixed-term contracts, each for a short period of time and for carrying the same work, can be recognized, with regard to the circumstances of each case, as employment contract concluded for an indefinite period."</p>
12: Maximum cumulated duration of successive standard FTCs	<p>A fixed-term contract can be prolonged with the consent of the parties to the contract but for not more than 5 years in total (art. 58 Labour Code).</p> <p>However, temporary work activity not justified by other motivations cannot last more than one year (art. 59 Labour Code).</p>
13: Types of work for which temporary work agency (TWA) employment is legal	<p>The law does not provide any arrangements regulating the activities of TWAs.</p> <p>In general, employee leasing is intended to be of a long-term or continuing nature, rather than temporary or seasonal.</p>

14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No restrictions in the case of assignments at the user firm (no regulations in labour law). Same restrictions as for standard fixed-term contracts in the case of fixed-term contracts between the agency and the worker. However, the duration of assignments and contracts often coincide when they are fixed-term.
15: Maximum cumulated duration of TWA assignments (f)	No limit for assignments. No limit for open-ended TWA contracts between the agency and the worker. 5 years for fixed-term TWA contracts between the agency and the worker.
16: Does the set-up of a TWA require authorisation or reporting obligations?	No requirement for authorisation or reporting obligations.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Article 22 of the labour code could be invoked, although its interpretation depends on whom courts consider being the employer.
18: Definition of collective dismissal (b)	Criteria of mass dismissal are defined in industrial and (or) territorial agreements. Additional regulations typically apply from 50 dismissals upwards (Council of Ministers' Decree of 1993 No. 99). A minority of collective agreements define thresholds lower than 50 workers. For example, in the industrial agreement of the mining and smelting industry for 2011-2013 (signed on 22.12.2010), the threshold is set as 5% of a firm's workers fired over a period of 30 days. For a hypothetical firm with 200 workers this means 10 dismissed workers over 30 days. Calculation (for EPL indicators): average of standard statutory requirements, collective agreements and liquidation.
19: Additional notification requirements in cases of collective dismissal (g)	In the case of redundancy, the employer has to inform the trade union about any expected staff reductions 3 months in advance for mass dismissals.
20: Additional delays involved in cases of collective dismissal (h)	In the case of collective dismissals, the employer must inform the trade union in writing three months prior to the dismissals taking effect (compared with two months in case of individual dismissal). According to article 17 of Government Decree N 99 on "Organisation of work to promote employment under mass layoffs" of 05.02.1993, local governments of high-unemployment regions can postpone mass layoffs for up to 6 months. However, the respective costs are to be borne by relevant regional budgets. Article 12 of the Law "On trade unions" also empowers trade unions to put forward proposals to local governments concerning such postponements. A similar norm had also been present in the Law on employment, until it was eliminated in August 2004. Overall, there is little evidence of active use of these measures, presumably because of local governments' budgetary constraints.
21: Other special costs to employers in case of collective dismissals (i)	No additional requirements, although they may be specified in collective agreements.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

SAUDI ARABIA

Items	Regulations in force on 1 January 2012
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Written notice
2: Delay involved before notice can start	No special requirement. Calculation (for EPL indicators): 1 day for written notice
3: Length of notice period at different tenure durations (a)	1 month if the worker is paid monthly and no less than fifteen days for others.
4: Severance pay at different tenure durations (a)	Art. 84 of the Labour Law states that "upon the end of the work relation, the employer shall pay the worker an end-of-service award of a half-month wage for each of the first five years and a one-month wage for each of the following years. The end-of-service award shall be calculated on the basis of the last wage and the worker shall be entitled to an end-of-service award for the portions of the year in proportion to the time spent on the job." However, art. 85 stipulates that "if the work relation ends due to the worker's resignation, he shall, in this case, be entitled to one third of the award after a service of not less than two consecutive years and not more than five years, to two thirds if his service is in excess of five successive years but less than ten years and to the full award if his service amounts to ten or more years." Calculation (for EPL indicators): End-of-service award minus the fraction due in the case of quit. 9 months: 0.375 months; 4 years: $(1-0.33)*2= 1.33$ months; 20 years: $(1-1)*17.5 = 0$ months
5: Definition of unfair dismissal (b)	Fair "a contract of an indefinite term can be terminated by either party for a valid reason to be specified in a written notice" (art. 75 Labour Law). The determination of whether a termination was made for a "valid reason" is made by the Labor Commission on a case-by-case basis. In practice, business considerations (such as a loss of contracts or economic downturn requiring the scaling down or closure of the employer's office), or the employee's incompetence, all constitute a "valid reason." In the case of worker's serious misconduct there is no need of giving advance notice and severance pay. Unfair: dismissals during pregnancy or sick leave. Any other invalid reason
6: Length of trial period (c)	90 days (Art. 53 Labour Law). It can be renewed in the case of changes in duty or profession (Art. 54).
7: Compensation following unfair dismissal (d)	3 months pay in addition of standard end of service award is the typical compensation. In the case of reinstatement, back pay can be granted.
8: Reinstatement option for the employee following unfair dismissal (b)	Art. 78 of the Labour Law guarantees that the employee can request reinstatement. Reinstatement, however, is rarely granted in practice, particularly to non-Saudi employees.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	12 months after termination (Art. 222 Labour Law)
10: Valid cases for use of standard fixed term contracts	No restrictions.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	The contract can be renewed only if it incorporates a clause providing for its renewal for a similar term or a specified term. The contract can be renewed only for the period agreed upon. If the contract is renewed for two consecutive terms and the two parties continue to implement it, the contract shall become an indefinite term contract (art. 55 Labour Law).
12: Maximum cumulated duration of successive standard FTCs	3 years, except when the initial contract is signed for a longer period (in that case renewals would entail the transformation of the relationship in an open-ended one)
13: Types of work for which temporary work agency (TWA) employment is legal	TWA contracts are illegal. Agencies are only entitled to do recruitment services in exchange of a fee. The recruited worker is then engaged in a standard employment relationship with the user company which is, therefore, the new employer under all legal means (Art. 31 and art. 50 Labour Law).
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	Not applicable
15: Maximum cumulated duration of TWA assignments (f)	No applicable

16: Does the set-up of a TWA require authorisation or reporting obligations?	Not applicable
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Not applicable
18: Definition of collective dismissal (b)	No requirements in legislation.
19: Additional notification requirements in cases of collective dismissal (g)	No requirements in legislation.
20: Additional delays involved in cases of collective dismissal (h)	No requirements in legislation.
21: Other special costs to employers in case of collective dismissals (i)	No requirements in legislation.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

SOUTH AFRICA

Items	Regulations in force on 1 January 2012
<p>1: Notification procedures in the case of individual dismissal of a worker with a regular contract</p>	<p>Poor work performance: After giving appropriate warning to the employee, notice must be given in writing, except when it is given to an illiterate employee.</p> <p>Operational reasons: The employer must issue a written notice inviting relevant parties to engage in consultation. Consulting parties are the workplace forum and/or trade union if applicable, or any other parties mentioned in a collective agreement. If there is no workplace forum or trade union, the employer must consult with the employee/s likely to be affected or their nominated representative. After consultation, the employer must select the employees to be dismissed according to selection criteria agreed between the consulting parties. If no criteria have been agreed, the criteria must be fair and objective. Notice of dismissal must then be given in writing, except when it is given to an illiterate employee.</p> <p>Calculation (for EPL indicators): average of poor work performance (written statement) and operational reasons (third party must be notified)</p>
<p>2: Delay involved before notice can start</p>	<p>Poor work performance: After the end of the probationary period, an employee should not be dismissed for unsatisfactory performance unless the employer has (i) given the employee appropriate evaluation, instruction, training, guidance or counselling; and (ii) after a reasonable period of time for improvement, the employee continues to perform unsatisfactorily. The procedure leading to the dismissal should include an investigation to establish the reasons for the unsatisfactory performance and the employer should consider other ways, short of dismissal, to remedy the matter. In the process, the employee should have the right to be heard and to be assisted by a trade union representative or fellow employee. Notice is then given in writing.</p> <p>Operational reasons: The employer must issue a written notice inviting relevant parties to engage in consultation. Consulting parties are the workplace forum and/or trade union if applicable, or any other parties mentioned in a collective agreement. If there is no workplace forum or trade union, the employer must consult with the employee/s likely to be affected or their nominated representative. During consultation period (typically between one week and one month duration), the employer and consulting party should try to reach consensus on appropriate measures to avoid/minimise dismissals, change the timing of dismissals or mitigate their adverse affects, the method for selecting employees to be dismissed and severance pay for dismissed employees. The employer must consider and respond to the representations made by other consulting parties and, if the employer does not agree with them, the employer must state the reasons for disagreeing. The employer must select the employees to be dismissed according to selection criteria agreed between the consulting parties. If no criteria have been agreed, the criteria must be fair and objective. Notice of dismissal must then be given in writing, except when it is given to an illiterate employee.</p> <p>Calculation (for EPL indicators): poor work performance: 6 days for prior warning procedure + 1 day for notice in writing; operational reasons: 1 day for notice of consultation + average of 17 days for consultation period + 1 day for notice in writing. Total: $(7+19)/2 = 13$ days</p>
<p>3: Length of notice period at different tenure durations (a)</p>	<p>Notice must be not less than: (i) one week if the employee has been employed for four weeks or less; (ii) two weeks if the employee has been employed for more than four weeks but not more than one year; (iii) four weeks if the employee has been employed for a year or more or is a farm or domestic worker who has been employed for more than four weeks.</p>
<p>4: Severance pay at different tenure durations (a)</p>	<p>An employer must pay an employee who is dismissed for reasons based on the employer's operation requirements severance pay equal to at least one week's remuneration for each completed year of continuous service.</p> <p>The employer does not have to pay severance if it is able to offer the employee reasonable alternative employment with it or another employer (BCEA art 41, LRA art. 196)</p>

<p>5: Definition of unfair dismissal (b)</p>	<p>Fair: Dismissals related to the employee's conduct or capacity or the employer's operational requirements and effected in accordance with a fair procedure.</p> <p>Generally, it is not appropriate to dismiss an employee for a first offence, except if the misconduct is serious and of such gravity that it makes a continued employment relationship intolerable (Schedule 8 LRA, Code of Good Practice, §4).</p> <p>Unfair: dismissals for discriminatory reasons, based on participation in lawful industrial action are automatically unfair. Also unfair if the employer cannot prove that the dismissal was fair.</p> <p>In cases of permanent incapacity due to ill health or injury, the employer should ascertain the possibility of securing alternative employment, or adapting the duties or work circumstances of the employee to accommodate the employee's disability (Schedule 8 LRA, Code of Good Practice, §10). Any person determining whether a dismissal arising from ill health or injury is unfair should consider (a) whether or not the employee is capable of performing the work; and (b) if the employee is not capable (i) the extent to which the employee is able to perform the work; (ii) the extent to which the employee's work circumstances might be adapted to accommodate disability, or, where this is not possible, the extent to which the employee's duties might be adapted; and (iii) the availability of any suitable alternative work (Schedule 8 LRA, Code of Good Practice, §11). Therefore, in the case of ill health or injury, transfer must be attempted before dismissal.</p>
<p>6: Length of trial period (c)</p>	<p>No limit set in law. The length of the probationary period should be determined with reference to the nature of the job and the time it takes to determine the employee's suitability for continued employment.</p> <p>Six months as a rule of thumb is generally regarded as reasonable in case law.</p>
<p>7: Compensation following unfair dismissal (d)</p>	<p>Compensation for unfair dismissal limited to 12 months' salary, except in the case of automatically unfair dismissal (e.g. dismissal on discriminatory grounds), where compensation is limited to 24 months. Additional compensation may be awarded based on provisions in an employment contract or collective agreement.</p>
<p>8: Reinstatement option for the employee following unfair dismissal (b)</p>	<p>Reinstatement is the primary remedy if the dismissal is found to be substantively, as opposed to procedurally, unfair. It is usually granted if the worker seeks it and the court does not consider it impracticable. In the case of procedurally unfair dismissals reinstatement without any other compensation can be made if the employer makes a good faith offer to do it. If the employee refuses the offer in bad faith, he is not entitled to any compensation for unfair dismissal.</p>
<p>9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)</p>	<p>Within 30 days from the date of dismissal.</p>
<p>10: Valid cases for use of standard fixed term contracts</p>	<p>Fixed-term contracts are widely used and possible for all types of employment. No objective reason is required.</p>
<p>11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)</p>	<p>No limitation, but if renewed 3-4 times and the employee had a reasonable expectation that the contract would be renewed again and it is not renewed, then this may constitute dismissal. The onus is on the employee to show that he or she had a reasonable expectation of the contract being renewed.</p>
<p>12: Maximum cumulated duration of successive standard FTCs</p>	<p>No limit</p>
<p>13: Types of work for which temporary work agency (TWA) employment is legal</p>	<p>All work</p>
<p>14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)</p>	<p>No for both contracts and assignments</p>
<p>15: Maximum cumulated duration of TWA assignments (f)</p>	<p>No limit for both contracts and assignments</p>
<p>16: Does the set-up of a TWA require authorisation or reporting obligations?</p>	<p>A temporary employment service is required to register with the Department of Labour.</p>
<p>17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?</p>	<p>TWA workers are the employees of the agency and are bound by any collective agreement, sectoral determination or legislation that binds the agency.</p>

18: Definition of collective dismissal (b)	Special provisions apply to collective dismissals for operational requirements by employers employing more than 50 employees who consider dismissing: 10 employees if the employer employs up to 200; 20 employees if the employer employs between 200 and 300; 30 employees if the employer employs between 300 and 400; 40 employees if the employer employs between 400 and 500; and 50 employees if the employer employs over 500.
19: Additional notification requirements in cases of collective dismissal (g)	None.
20: Additional delays involved in cases of collective dismissal (h)	If requested by the employer or employee representatives, the Commission for Conciliation, Mediation and Arbitration must appoint a facilitator within 15 days of the retrenchment notice. Employee representatives can ask a facilitator even without the agreement of the employer. If a facilitator has been appointed, the employer may give notice of termination after 60 days of the appointment of the facilitator. If a facilitator has not been appointed, the employer may give notice of termination after 48 hours. Calculation (for EPL indicators): With facilitator: 15 days to appoint facilitator + 60 days facilitation. Without facilitator: 15 days + 2 days. Overall average delays equal to $(75+46)/2 = 60.5$ days: average of i) with facilitator asked by the employer (75 days) and ii) without facilitator asked by the employer (Average: $(75+17)/2 = 46$ days in this case). Then delays in Item 2 must be subtracted (13 days), which yields to 47.5 days
21: Other special costs to employers in case of collective dismissals (i)	None, although the negotiation of social plans is common in the public service or state enterprises.

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.