

DETAILED DESCRIPTION OF EMPLOYMENT PROTECTION IN OECD AND SELECTED NON-OECD COUNTRIES, 2008¹

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1. Tables present information on employment protection in force on 1 January 2008 (1 January 2009 for France and 17 February 2009 for Portugal). For more information, see the OECD's employment protection website (www.oecd.org/employment/protection).

Table 1 Administrative procedures for individual notice and dismissal

	Legal provisions	Notification procedures (scale 0-3)	Delay before notice can start (days)
Australia	Redundancy: written or oral notice with statement of reasons. Personal reasons: if disputed, the AIRC takes into account whether the employee was warned about unsatisfactory performance and given time to respond before dismissal.	1 1	1 7
Austria	Notification first to Works Council (if one exists), then to employee. Maximum 5 days for Works Council to react. Notice can then be served, usually orally.	2	7
Belgium	Blue collar: Notification of employee by registered letter. Oral notification is possible if the employer chooses severance pay in lieu of notice. In case of written notification, the letter becomes effective three working days after the letter has been sent and the notice period runs from the first Monday following receipt of the registered letter.	0.5	1 or 8
	White collar: Notification of employee by registered letter. Oral notification is possible if the employer chooses severance pay in lieu of notice. In case of written notification, the letter becomes effective three working days after the letter has been sent and the notice period runs from the first day of the calendar month following receipt of the registered letter.	0.5	1 or 18
Brazil	Oral or written notice.	0	1
Canada	Written or oral notification to the employee or, sometimes, to the employee's representative (union).	1	1
Chile	The employee must be notified in person or by registered mail with an explanation of the reasons for dismissal. Notice of the dismissal should also be sent to the Labour Inspectorate.	2	2
China	Notice must be given in writing and the labour union notified of the reason in advance. If the employer has violated laws, administrative regulations of the provisions of the employment contract, the labour union shall have the right to demand that the employer rectify 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	1
Czech Republic	Personal reasons: Letter sent by mail or handed out directly, after notification of trade union and previous warning. The notice period starts to run from the first day of the calendar month following receipt of the letter.	2	22
	Redundancy: Advance consultation, with offer of another job or re-training if feasible; then letter sent by mail or handed directly to employee. The notice period starts to run from the first day of the calendar month following receipt of the letter.	2	22
Denmark	White collar: legal requirement of written notice. Employees can request negotiation with the union once notice is received. Notice must be given before the first day of a calendar month. Notice period starts from the first day of the calendar month following receipt of the notice.	1	16
	Blue-collar: requirements in collective agreements. The main agreement between the Danish Confederation of Trade Unions and the Danish Employers' Confederation contains a provision on workers' right to written information on reason for dismissal and provisions on negotiations between the union and the employer if the union considers the dismissal unfair.	1	1
Finland	Personal reasons: Notice orally or in writing. Statement of reasons and information on appeals procedures given to the employee upon request. Advance discussion with employee and trade union if requested by employee	1.5	7
	Lack of work: In companies with 20 or more employees, prior to notice, notification to employment office and trade union representatives, a five day delay and then consultation for 14 days on reasons and ways to avoid lay-off. Notice can then be given orally or in writing; in companies with less than 20 employees, only notification to the employment office then notice orally or in writing.	2	21
Estonia	Notice must be given in writing. Termination of employment contracts with a pregnant woman, a person raising a child under 3 years of age, a minor or an employee representative can only be done with the permission of the labour inspector, a decision on which must be made within one week.	1	1
France	Personal reasons: Letter; interview; statement of reasons to employee; a second letter: notification by registered letter with recorded delivery. Minimum delay between the first letter and the interview is five days. Additional delay of two working days after the interview for the second letter to be sent.	1	7
	Economic reasons: Letter; interview; statement of reasons to employee; a second letter: notification by registered letter with recorded delivery. Notification sent to the labour inspectorate and usually to the personnel delegates or the Works Council. 15 days are required after the interview for the second letter to be sent.	2	24
Germany	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) is necessary. Works council has seven days to object to dismissal. Notice can then be served, specifying the 1st or 15th of the month. In case of notice given despite works council objection and subsequent law suit, dismissal has to wait for decision by Labour Court.	2.5	16

	Legal provisions	Notification procedures (scale 0-3)	Delay before notice can start (days)
Greece	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. Letter can be sent by mail or handed directly to employee.	2	1
Hungary	Written notice to employee, including reasons for termination. The employee must be given an opportunity for defence against the objections raised against him.	1	7
Iceland	After notification in writing, the notice period begins on the first day of the following month.	1	16
India	Firms are required to give workers written notice of dismissal, which can be handed to the employee. Employees must be given sufficient warning and opportunity to respond. For firms with 100 or more workers, the employer must also inform the relevant government authority before retrenchments can take place and the authority must give permission before the dismissal can take place. Typically, the firm is required to give the government authority 60 days notice of dismissal in which to make a decision.	2	37
Indonesia	The employer must negotiate with the worker or his/her trade union about an intended dismissal. The employer and the worker or his/her trade union should attempt to resolve termination disputes within 30 days. If the negotiations fail, one or both parties can file the dispute with the local manpower office, which will offer 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.	3	80
Ireland	Individual termination: No prescribed procedure. Notice may be oral or in writing but must be certain. There is no specific procedure outlined in legislation, but there is a Code of Practice on Grievance and Disciplinary Procedure, which sets out best practice in terms of procedures to be followed. It is advisable to serve notice in writing after warnings specifying what aspect of behaviour is sub-standard. Redundancy: Copy of official redundancy form to be sent to Department of Employment.	1	7
Israel	Notice of dismissal must be given in writing and can be handed to the employee. Some collective agreements contain provisions requiring the employer to notify and consult with the employee's representative prior to dismissal. Recent 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 who has been working at the same workplace or for the same employer for at least 6 months, 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	2
Italy	Notice of dismissal must be given in writing and can be handed to the employee. Some collective agreements contain provisions requiring the employer to notify and consult with the employee's representative prior to dismissal. Recent 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 who has been working at the same workplace or for the same employer for at least 6 months, 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.	1.5	1
Japan	There are no legally prescribed procedures. Written or oral notification is common practice. In judging unfair dismissal, courts may consider whether unions were adequately consulted.	1.5	1
Korea	Personal reasons: Written notice. The reasons for and date of dismissal should be clearly stated to the employee. Managerial reasons: Advance notice to union or other worker representatives 50 days prior to dismissal and have a sincere consultation with them over efforts to avoid dismissal, and fair and rational criteria for selecting workers to be dismissed. However, in 2003, the Korean Supreme Court stated that a dismissal could be validated even if employee representatives have been received a shorter notification period, provided that there was enough time have sincere consultations.	1	1
Luxembourg	Employees must be notified of dismissal by registered mail. The notice period starts either on the 1st or 15th day of the month following notice being received by the employee, whichever is earliest. The labour inspectorate and the enterprise's works council (if applicable) must also be notified of impending dismissals.	2.5	40
Mexico	Employees must be notified of dismissal by registered mail. The notice period starts either on the 1st or 15th day of the month following notice being received by the employee, whichever is earliest. The labour inspectorate and the enterprise's works council (if applicable) must also be notified of impending dismissals.	2	10
Netherlands	The employer must give the employee written notice of the date and cause or causes of termination. The letter can be sent by mail or handed directly to the employee. If the employee fails to accept the notice, the employer can appear before the Board of Conciliation and Arbitration and request that notice be given to the employee.	1	1
	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, the Centre for Work and Income (CWI). This procedure acts as a preventive check to determine the reasonableness of any intended dismissal. It is financially less onerous than the alternative but takes much longer (usually 4-6 weeks). 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.	2	35

Legal provisions	Notification procedures (scale 0-3)	Delay before notice can start (days)
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 (varies from 1-30 days) and administratively less onerous. Courts are used in 50% of the cases and the reduction in procedural inconveniences is meant to reflect the simplicity of this procedure over the use of the PES system. On the other hand, the higher cost is reflected in the increase in average severance pay and compensation for unfair dismissal.	2	15
Personal reasons: 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. Contracts usually provide for notification to be given orally or in writing after a previous warning.	1	7
Redundancy: the principle of good faith also applies specifically to making employees redundant. This means that before an employer can dismiss an employee, an employer must give 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. 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).	2	7
Norway Written notice to employee, with statement of reasons upon request. 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 does not desire this.	1	16
Poland The employer must establish whether the employee is a member of a trade union by notifying the union and giving the union five days to respond.		
Trade union members: the employer must notify trade union of intention to terminate, including reasons for dismissal. The union has five days to respond. Written notice is then usually handed to the employee. If the employee takes the case to the labour court, the court may require evidence of a warning procedure and of a fair account of union opinions.	2	13
Non-union members: Written notice is usually given to the employee personally. If the employee takes the case to court, the court may require evidence of a warning procedure.	2	7
Portugal Termination for disciplinary reasons: Written notice to employee and employee representatives justifying the reasons for dismissal and lack of suitable alternatives. The worker and his/her representatives have 10 days to react, then the employer makes a decision (in minimum 5 days, up to 30 days). A replacement employee must be hired.	2	16
Termination for unsuitability and termination for individual redundancy: written notice to employee and representatives justifying reasons for dismissal and lack of suitable alternatives; 10 days for employee or his/her representatives to present their views, and a further delay of 5 days before final notice is issued, usually in a letter sent by mail or handed directly to employee. In case of economic redundancy, the employee and his/her representatives have, if they wish, three working days to call in the Labour Inspectorate and the latter has seven days to react and verify justification of dismissal.	2	16
Russian Federation Personal reasons: the employer must give the employee notice personally. Dismissal of employees who are members of a trade union is possible only with consideration of the opinion of the elected trade union authorities.	1	6
Redundancy: The employer must give the employee notice personally 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. In both cases, 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 notice directly to the employee.		

	Legal provisions	Notification procedures (scale 0-3)	Delay before notice can start (days)
Slovak Republic	Notice can be given to an employee, provided that he was, in the last six months, advised of the possibility of notice in writing, in conjunction with the breach of work discipline or unsatisfactory work results. Notice must be given in writing.	1	7
Slovenia	Prior to dismissal for reasons of incapacity, the employer must allow the worker to offer a defence within a reasonable deadline, which must not be shorter than three working days, except where circumstances exist for which reason it would be unjustified to expect the employer to provide this for the worker. The employer must notify the worker in writing of an intended dismissal for business reasons. Where the worker so requests, the employer must notify in writing the union to which the worker belongs at the beginning of the procedure of an intended dismissal for reasons of incapacity or for business reasons. The union may give its opinion within a deadline of eight days. The union may oppose the dismissal if it believes that there are no justified reasons for it or that the procedure was not carried out in accordance with legal requirements.	3	11
South Africa	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. 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.	1	7
	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.	2	19
Spain	Written notice with statement of reasons plus notification to workers' representatives. In the case of disciplinary dismissal, the notice of dismissal will contain the facts on which the dismissal is based and the date of effect. The letter can be sent by mail or handed directly to the employee.	2	1
Sweden	Personal grounds: Written notification to employee and trade union, after at least one previous warning (as proof of "long-standing" problems) that action is intended; reasons to be given if requested by employee. Previous notification must be given to the employee, minimum 14 days before notice is intended. If negotiations are asked for, the employer cannot execute the dismissal before the negotiations are terminated. Negotiations can take from a few days or weeks to up to six months.	2	21
	Redundancy: Notification to employee and trade union and duty to negotiate on pending dismissals before notice can be served. The trade union has a right to deliberation/negotiations.	2	7
Switzerland	Notification to employee who has the right to request a statement of reasons. Letter can be sent by mail or handed directly to employee.	0.5	1
Turkey	Written notice to employee and notification, within 15 days, to Ministry of Labour and regional public employment service. Letter sent by mail or handed directly to employee.	2	1
United Kingdom	Individual termination: Employees with 1 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.	0.5	1
	Redundancy: Consultation with recognised trade union recommended, but not legally required when few workers are affected.	1.5	1
United States	No prescribed procedures. Only a few States prescribe a "service letter" a certain period after dismissal, noting the reasons for termination. Some states require that a dismissed employee submit a request for the reasons for his or her termination rather than prescribe a service letter.	0	1

Table 2 Notice periods and severance pay for individual dismissals at three lengths of service

		Notice period			Severance pay		
		9 months	4 years	20 years	9 months	4 years	20 years
Australia	All workers	1 week	3 weeks	4 weeks	0	0	0
	Redundancy cases				0	8 weeks	8 weeks
Austria	Blue collar	2 weeks	2 weeks	2 weeks	0	0	0
	White collar	6 weeks	2 months	4 months			
Belgium	Blue collar	35 days	35 days	112 days	0	0	0
	White collar	3 months	3 months	15 months			
Brazil	All workers	1 month	1 month	1 month	0	0	0
Canada	Varies by province	1-2 weeks	2-4 weeks	2-8 weeks	0	0-4 weeks	0-20 weeks
	Average for Quebec, Ontario, Alberta and British Columbia	1 week	3.4 weeks	8 weeks	0	0	9 weeks
Chile	All workers	1 month	1 month	1 month	0	4 months	11 months
China	All workers	1 month	1 month	1 month	1 month	4 months	12 months
Czech Republic	All workers	2 months	2 months	2 months	0	0	0
	Redundancy cases				3 months	3 months	3 months
Denmark	Blue collar	3 weeks	8 weeks	10 weeks	0	0	0
	White collar	3 months	4 months	6 months	0	0	3 months
Estonia	Liquidation of firm	2 months	2 months	2 months	2 months	2 months	4 months
	Redundancy	2 months	2 months	4 months	2 months	2 months	4 months
	Unsuitability	1 month	1 month	1 month	1 month	1 month	1 month
Finland	All workers	14 days	1 month	6 months	0	0	0
France	All workers	1 month	2 months	2 months	0	0.8 months	6.7 months
Germany	Personal reasons	4 weeks	1 month	7 months	0	0	0
	Operational reasons				0.4 months	2 months	10 months
Greece	Blue collar	0	0	0	5 days	15 days	4 months
	White collar	30 days	3 months	16 months	15 days	1.5 months	8 months
Hungary	All workers	30 days	35 days	90 days	0	1 month	5 months
Iceland	All workers	2 months	3 months	3 months	0	0	0
India	Small firms	0	1 month	1 month	0	2 months	10 months
	Large firms	0	3 months	3 months			
Indonesia	All workers	0	0	0	1 month	6 months	16 months
Israel	Salaried workers	13.5 days	1 month	1 month	0	4 months	20 months
	Wage workers	9 days	1 month	1 month			
Ireland	All workers	1 week	2 weeks	8 weeks	0	0	0
	Redundancy cases	2 weeks	2 weeks	8 weeks	0	3.6 weeks	16.4 weeks
Italy	Blue collar	6 days	9 days	12 days	0	0	0
	White collar	15 days	2 months	4 months			
Japan	All workers	30 days	30 days	30 days	0	0	0
Korea	All workers	1 month	1 month	1 month	0	0	0
Luxembourg	All workers	2 months	2 months	6 months	0	0	6 months
Mexico	All workers	0	0	0	0	6 months	18 months
Netherlands	Termination via PES	1 month	1 month	3 months	0	0	0
	Termination via court	0	0	0	0	6 months	18 months
New Zealand	All workers	2 weeks	2 weeks	2 weeks	0	0	0
Norway	All workers	1 month	1 month	3 months	0	0	0
Poland	All workers	1 month	3 months	3 months	0	0	0
Portugal	All workers	15 days	30 days	75 days	3 months	4 months	20 months
Russian Federation	All workers	2 months	2 months	2 months	2 months	2 months	2 months
Slovak Republic	All workers	2 months	2 months	3 months	2 months	2 months	3 months
Slovenia	Business reasons	30 days	30 days	75 days			
	Incapacity	30 days	30 days	60 days	0	0.8 months	6.7 months
South Africa	All workers	2 weeks	4 weeks	4 weeks	0	4 weeks	20 weeks
Spain	All workers	30 days	30 days	30 days	0.7 months	3.5 months	17 months
Sweden	All workers	1 month	3 months	6 months	0	0	0
Switzerland	All workers	1 month	2 months	3 months	0	0	2.5 months
Turkey	All workers	4 weeks	8 weeks	8 weeks	0	4 months	20 months
United Kingdom	All workers	1 week	4 weeks	12 weeks	0	0	0
	Redundancy cases				0	4 weeks	20 weeks
United States	All workers	0	0	0	0	0	0

Table 3 Conditions under which individual dismissals are fair or unfair

	Legal provisions	Score (scale 0-3)
Australia	<p>Fair: Dismissal can be fair if justified on the basis of capacity or conduct, subject to whether it is harsh, unjust or unreasonable as well as for economic redundancy (“retrenchment”), or for genuine operational reasons meaning reasons of an economic, technological, structural or similar nature relating to the employer’s undertaking, establishment, service or business. Unfair dismissal happens when process of an employee’s dismissal is ‘harsh, unjust or unreasonable.’ This phrase 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 or operational requirements of business, whether employee notified of reason, whether 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>Unlawful: temporary absence from work because of illness or injury, trade union membership, non membership of a trade union, seeking office as or acting as a representative of employees, filing complaint or participating in proceedings against employer involving a violation of laws, race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, absence from work during maternity leave or parental leave, temporary absence from work to carry out voluntary emergency management activity, religion, political opinion, national extraction or social origin, refusing to negotiate in connection with, make, sign, extend, vary or terminate an AWA.</p>	0
Austria	<p>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.</p> <p>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 a tenure of more than 2 years have to take social aspects into account if it appears to be difficult for such workers to get another job.</p>	1
Belgium	<p>Unfair: for blue collar workers, dismissals for reasons which have no connection whatsoever with the capability or conduct of the worker or which are not based on the operational needs of the undertaking, establishment or department. For white collar workers, the concept of abusive dismissal does not exist in regulation and one will refer to the general concept of abuse right. The right to lay off must be exerted for an aim for which it was granted, namely the interest of the company. Also unfair are dismissals of workers on maternity or educational leave, and trade union and works council delegates.</p>	0
Brazil	<p>Fair: The following cases constitute grounds for “fair” (com justa causa) dismissal: 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) 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.</p>	3
Canada	<p>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).</p> <p>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:</p> <ul style="list-style-type: none"> • Federal jurisdiction: a person employed for more than 12 months and who is not covered by a collective agreement may not be laid off, unless 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. 	0
Chile	<p>Fair: The employer may terminate the employee’s contract on grounds of serious misconduct or breach of contractual obligations by the employee or citing the company’s needs, such as streamlining, modernisation, improving productivity, changes in market conditions or the economy.</p>	3

Legal provisions	Score (scale 0-3)	
China	<p>Fair: An employer may terminate an employment contract if: (i) during the probation period, the worker is shown not to 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 having the same mentioned to him/her 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/its true intent; (vi) the worker contracted an illness of sustained 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 work 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> <p>Unfair: An employer may not terminate a worker's employment contract if the worker: (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 sustained a work-related injury with the employer and has been confirmed as having lost all of part of his/her capacity to work; (iii) contracted an occupational illness or sustained 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) is characterised by another circumstance specified in laws or administrative regulations.</p>	2
Czech Republic	<p>Fair: Dismissals for failure to meet performance requirements and for reasons of technological and organisational change.</p>	0
Denmark	<p>Fair: Lack of competence and economic redundancy are legitimate reasons.</p> <p>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 race, religion, national origin, etc. and as a result of a corporate take-over are also unfair.</p>	0
Estonia	<p>Fair: decrease in work volume, reorganisation of production or work, liquidation or bankruptcy of business, unsuitability of employee for work, unsatisfactory performance, breach of duties, corruption, loss of trust, long term incapacity, employee has reached retirement age. In the case of redundancy, employer is required to offer another position to the employee if possible. The employer should also give preference when laying off workers to retaining employee representatives, workers with better results, those with occupational diseases or injuries sustained while working for the employer, workers with the longest tenure, with dependents or those engaging in education or training to increase their productivity.</p>	2
Finland	<p>Fair: Dismissals are justified for "specific serious reasons", including personal characteristics and urgent business needs. 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>Unfair: Dismissals for an employee's illness, participation in a strike, union activities and political or religious views.</p>	2
France	<p>Fair: Dismissals for real and serious cause: for personal characteristics such as non-performance or lack of competence, or for economic reasons. In case of dismissal for economic reasons, the employer must take account of certain criteria (such as social characteristics, family responsibilities, professional qualifications). The employee is given priority when rehiring in the year following dismissal.</p> <p>Unfair: Dismissals without a real and serious cause. In case of employee illness or dismissals for economic reasons, the employer must attempt to find another position for the employee.</p> <p>Null: Dismissals for reasons relating to the private life of the employee, based on discrimination or following harassment.</p>	2
Germany	<p>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.</p> <p>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 the dismissal, or the dismissal is considered unfair.</p>	2
Greece	<p>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). The definition of fair or unfair (abusive) dismissal is based on case law. Generally, dismissals for non-performance of business needs are considered fair. In larger companies, dismissals have to be a "last resort" possibly only after exhaustion of oral and written warnings, pay reductions and suspensions, and after consultation with employer representatives.</p>	0.5

	Legal provisions	Score (scale 0-3)
Hungary	<p>A regular employment contract may be lawfully terminated:</p> <p>(a) by mutual consent of the employer and employee;</p> <p>(b) by ordinary notice (e.g. for reasons in connection with the employer's operations);</p> <p>(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</p> <p>(d) with immediate effect during the trial period.</p> <p>A termination is regarded as unfair/unlawful if it is not undertaken according to the cases mentioned above.</p>	0
Iceland	<p>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.</p>	0
India	<p>Fair: an employee can be dismissed on the charge of theft, habitual negligence of duty, disorderly behaviour, 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.</p> <p>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.</p> <p>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.</p>	1
Indonesia	<p>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 has to be closed down due to continual losses suffered for two continuous years 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.</p> <p>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.</p>	3
Ireland	<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>	0
Israel	<p>Unfair: Indefinite contracts can be terminated at the will of the employer for any reason except (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.</p> <p>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.</p>	0
Italy	<p>Fair: Termination of contract only possible for "just cause" or "just motive", including significant non-performance of the employee, and compelling business reasons.</p> <p>Unfair: Dismissals reflecting discrimination on grounds of race, religion, gender, trade union activity, etc.</p>	0
Japan	<p>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.</p> <p>Unfair: Dismissal due to gender, of workers recuperating from work-related accidents, before and after childbirth leave, childbirth and maternity leave and when conditions for fair dismissal are not satisfied.</p>	1

Legal provisions		Score (scale 0-3)
Korea	<p>Fair: Dismissals for “just cause” (according to court precedents, justifiable reasons 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).</p> <p>Unfair: Dismissal for reason of nationality, gender, belief or social status, of workers on sick leave, child birth and maternity leave, and when not having demonstrated special efforts to avoid dismissal in consultation with labour union. (In 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>	1
Luxembourg	<p>Fair: 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.</p>	1
Mexico	<p>Fair: Dismissals are fair 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).</p> <p>Unfair: In all other cases, including where relevant notification procedures have not been followed, the dismissal will usually be ruled unfair. Redundancy or poor performance are normally not legal grounds for dismissal.</p>	3
Netherlands	<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 (age/sex balance of the workforce, for example).</p> <p>Unfair: Unfair are “obviously unreasonable” terminations, and dismissals of pregnant women, the disabled, new mothers and works council members.</p>	1.5
New Zealand	<p>Fair: Dismissal is justified if there is a good substantive reason to dismiss (where it would 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. What is a “good substantive reason” for dismissal depends upon the circumstances of each case, but there are three main grounds: misconduct, lack of competence, redundancy. What is ‘fair’ process of dismissal also depends upon the circumstances of each case. The Authority and the Court have generally emphasised that an employee must be given reasonable notice of the allegation against them and reasonable opportunity to respond to those allegations. An employer must also give unbiased consideration to an employee's explanation.</p>	0
Norway	<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>	2.5
Poland	<p>Fair: Dismissals based on factors inherent in the employee (e.g. lack of competence) or on economic grounds of redundancy of the job.</p>	0
Portugal	<p>Fair: Dismissals are permitted for economic grounds and for lack of professional or technical capability. Dismissals for individual redundancy must not involve posts also manned by people on fixed-term contracts. Dismissals for lack of competence are only possible after introduction of new technology or change to job functions.</p> <p>Unfair: Where the grounds for dismissal are irregular (where some of the formalities are not followed) or illegal (where the grounds for dismissal are declared unfounded by a judge or which lack fundamental procedural aspects).</p>	2
Russian Federation	<p>Fair: An employer can terminate a labour agreement on grounds of serious misconduct, repeated non-fulfilment of job functions without reasonable excuse, if the employee is not fit for the occupied position or performed job functions because of ill health or insufficient qualifications, in case of dissolving of an organisation or termination of activities of an employer, 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>Unfair: Dismissal of an employee on employer's initiative is not allowed during the period of temporary incapacity of employee for work and during the period of leave of an employee (except cases of dissolving of an organisation or termination employer's activities if an employer is a physical entity).</p>	2
Slovak Republic	<p>Fair: 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 or organisational reasons).</p> <p>Unfair: An employer cannot give notice for other reasons, such as discrimination, etc.</p>	0

Legal provisions		Score (scale 0-3)
Slovenia	<p>Fair: Cancellation is legitimate if there exists a justified reason for cancellation which prevents continued work under the conditions from the employment contract.</p> <p>Unfair: Cancellation is not valid if it is: discriminatory, made owing to a threat or deception by the employer or for an unjustified reason. Unjustified reasons for regular cancellation are deemed to be: temporary absence from work due to illness or injury, parental leave or to care for family members; participating in legal proceedings against the employer; participation in union activities outside working hours; participation in union activities during working hours in agreement with the employer; participation in legal strike action; being a worker representative; change of employer; discrimination based on race, nationality or ethnic origin, skin colour, gender, age, disability, marital status, family obligations, pregnancy, religious and political beliefs, national or social background; taking part in military or civil service.</p>	2
South Africa	<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>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>	0
Spain	<p>Fair: Dismissal based on objective grounds, including economic grounds, absenteeism, lack of adequacy for the job, lack of adaption to technological changes made in the enterprise after, if appropriate, a training course of three months, and lack of funding of public plans or programmes developed by the public administration or non-profit organisations.</p> <p>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>	2
Sweden	<p>Fair: Dismissals on "objective grounds", i.e. economic redundancy and personal circumstances, including lack of competence. 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. According to case law, it is only fair dismissal if the employee has a "permanent reduction of the working capacity which is so considerable that the employee no more can be expected to perform work of any significance with the employer". In cases of redundancy, selection of workers to be dismissed has to be justified (mainly based on last-in, first-out principle).</p> <p>Unfair: Objective grounds are deemed not to exist if an employee could reasonably have been transferred to another work, or if dismissal is based on events that happened over two months ago.</p>	2
Switzerland	<p>Unfair: Dismissals based, inter alia, 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.</p>	0
Turkey	<p>Unfair: Dismissals of shop stewards, and on grounds of trade union membership, strike activity, pregnancy and after occupational accidents. Dismissals based on discrimination by race, sex, etc.</p>	0
United Kingdom	<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.</p> <p>Unfair: Dismissals related to a range of reasons including trade union activity, health and safety whistle blowing, pregnancy or maternity, and the national minimum wage. No qualifying service required for complaints for these reasons</p>	0
United States	<p>Fair: With the exception of the public sector, it is generally fair to terminate an open-ended employment relationship without justification or explanation ("employment-at-will" principle) unless the parties have placed specific restrictions on terminations.</p> <p>Unfair: Dismissals based on breach of Equal Employment Opportunity principles (i.e. national origin, race, sex, etc.) and dismissal of employees with physical or mental impairment if work could be performed through appropriate workplace adjustment. In addition, there are increasing numbers of cases where employees pursue wrongful termination claims by alleging that dismissal was based on a breach of an "implied contract" for continued employment.</p>	0

Table 4 Trial period

	Legal provisions	Length (mths)
Australia	The probation period is no more than 3 months, except if a longer period is reasonable given the nature of employment. Employees are not eligible to make an unfair dismissal claim in the first 6 months of employment.	3
Austria	Usually 1 month	1
Belgium	Not legally required, but when introduced in the employment contract, minimum and maximum duration is set by law. Blue collar workers: 7-14 days; white collar workers: 1-6 months (up to 12 months if annual salary exceeds 34 261 EUR (2008) or 35 638 EUR (2009).	3.3
Brazil	Not covered by legislation, but 3 months is considered as a trial period for the purposes of determining compensation for unfair dismissal.	3
Canada	Typically 3 months, except in Manitoba (30 days) and in New Brunswick, Prince Edward Island and Yukon (6 months)	3
Chile	No trial period in legislation.	0
China	If an employment contract has a term of not 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 not less than one year but less than three years, the probation period may not exceed two months. For a fixed-term contract of not less than three years or an open ended employment contract, the probation period may not exceed six months. No probation period may be specified for an employment contract for the duration of a certain task or an employment contract with a term of less than three months.	6
Czech Republic	3 months.	3
Denmark	Blue collar: 9 months (based on collective agreements). White collar: 12 months.	10.5
Estonia	A probationary period shall not exceed 4 months	4
Finland	4 months.	4
France	Contracts of indefinite duration can include trial periods of two months, (three months for supervisors and technicians and four months for managers). The trial period can be renewed once by agreement to a maximum, including renewal, of four months (six months for supervisors and technicians and eight months for managers).	4
Germany	6 months.	6
Greece	2 months.	2
Hungary	Maximum 3 months.	3
Iceland	3 months.	3
India	Employees appointed for a permanent post are usually kept on probation for a period of six months to a year, during which time the employee's suitability for the job can be assessed. The law does not stipulate any maximum probation period.	9
Indonesia	Maximum of three months. There is no trial period allowed for fixed-term contracts.	3
Ireland	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.	12
Israel	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.	12
Italy	Blue collar: 1-2 weeks (the trial periods cited are those common in collective agreements). White collar: 3-8 weeks.	0.8
Japan	Not legally regulated, but usually varies from 2 to 6 months (most often 3 months). The employer can dismiss the employee without stating any reason during the whole length of the probation period. However, after the first 14 days the ordinary 30-day notice must be given.	3
Korea	Although there is no set deadline for bringing a case of unfair dismissal before the courts, such a claim should be filed with the Labor Relations Commission within three months of dismissal if a complaint is to be made with the Labor Relations Commission.	..
Luxembourg	The maximum length of the trial period for a contract of unlimited duration is 6 months.	6
Mexico	Not legally regulated.	..
Netherlands	All workers: 1 month for contract of < 2 years duration; 2 months for contract of >2 years duration.	2
New Zealand	All employees are covered by employment protection rules from the start of their employment. The fact that an employee is employed on a trial/probationary period does not affect the application of the law relating to unjustifiable dismissal	0
Norway	By law up to 6 months trial period (14 days notice).	3
Poland	All workers: Minimum 2 weeks. Ranging up to 3 months.	1.8
Portugal	180 days for general workers (240 days for managers and senior officers/top executives).	3
Russian Federation	A probationary period cannot exceed three months (six months for some categories of managerial workers).	3
Slovak Republic	A probationary period for the maximum of three months may be agreed in writing in an employment contract. A probationary period may not be prolonged.	3

	Legal provisions	Length (mths)
Slovenia	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 extraordinary cancellation (without notice).	6
South Africa	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.	..
Spain	In accordance with provisions of collective agreements. If there is no provision on this matter, this period may not be longer than six months for qualified experts, nine months for senior managers on indefinite contracts or two months for other workers (three months in enterprises with less than 25 workers).	2.5
Sweden	All workers: Probationary period limited to a maximum of 6 months trial; does not exclude claim for damages. Deviation possible by collective agreement.	3
Switzerland	All workers: 1 month, often extended to 3 months in individual employment contracts.	2
Turkey	All workers: Maximum 2 months, can be extended by collective agreements to 4 months.	3
United Kingdom	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 1 year's service has been completed.	12
United States	Wide range.	..

Table 5 Maximum time after dismissal to make claim of unfair dismissal

	Legal provisions	Time for claim
Australia	21 days.	21 days
Austria	If the works council has expressly objected to the intended dismissal within the specified period of time, it may contest the dismissal in the labour and social court at the request of the employee within one week of having been informed that the notice has been served. If the works council does not act on this request, the dismissed employee may himself/herself challenge the dismissal in court within one week after the expiry of the period set for the works council.	1-2 weeks
Belgium	One year after dismissal.	1 year
Brazil	12 months	12 months
Canada	Time 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, but an employee 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).	0.4 months on average
Chile	An employee who thinks they have been unfairly dismissed may resort to the court within 60 days of the separation.	60 days
China	One year under the Arbitration and Mediation Act.	1 year
Czech Republic	Two months after the day on which the contract was due to finish.	2 months
Denmark	An unfair dismissal claim can be made immediately after notification.	Before dismissal takes place
Estonia	The limitation period for filing a claim to contest the justification for termination of an employment contract is one month.	1 month
Finland	After the termination of employment the claim for compensation based on unfairness of the dismissal must be filed within 2 years	2 years
France	The maximum time for claims in cases of dismissal for economic reasons is 12 months. For all other cases, the maximum time for claim is the same as for civil cases.	12 months
Germany	3 weeks.	3 weeks
Greece	Three months.	3 months
Hungary	A dismissal claim may be filed within 30 days after the written notice is received.	30 days
Iceland	Generally, dispute cases lapse if not claimed without four years.	4 years
India	There is no time limit for lodging a complaint about dismissal, although excessive delay may prejudice a worker's case.	No limit
Indonesia	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.	1 year
Ireland	6 months, extended to 12 months in exceptional circumstances	6 months
Israel	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.	1-7 years
Italy	60 days.	60 days
Japan	There is no statutory limit.	No limit
Korea	Within three months after unfair dismissal.	3 months
Luxembourg	The time limit for making a claim of unfair dismissal is three months from the date of the dismissal or the date when the employee requested/received reasons for dismissal.	3 months
Mexico	The Board of Conciliation and Arbitration, upon receiving notification of dismissal, decides whether the case should proceed to the court.	..
Netherlands	6 months	6 months
New Zealand	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.	90 days
Norway	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 time the notice is given. If the dismissal does not meet the formal requirements according to law, there is no time limit for such claims.	2-6 months

	Legal provisions	Time for claim
Poland	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.	7-14 days
Portugal	60 days.	60 days
Russian Federation	An employee can submit an appeal to the courts within one month of receiving notice of dismissal.	1 month
Slovak Republic	The invalidity of unfair dismissal may be claimed at a court by the employee or employer no later than 2 months from the date upon which the employment was to terminate.	2 months
Slovenia	The worker may request a determination of the illegitimacy of the dismissal within a deadline of 30 days from the day of being served notice of termination.	30 days
South Africa	Within 30 days from the date of dismissal.	30 days
Spain	The worker can file a claim against dismissal within 20 working days following the date of effect of the dismissal.	20 working days
Sweden	2 weeks if the employee wants to have the dismissal ruled invalid. If only damages are claimed, the time limit is 4 months.	2-16 weeks
Switzerland	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.	Before end of notice period
Turkey	One month.	1 month
United Kingdom	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.	3 months
United States	The Equal Employment Opportunity Commission (EEOC) requires that a charge be 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.	180-300 days

Table 6 Compensation pay and related provisions following unjustified dismissal

Legal provisions		Typical compensation at 20 years tenure (months)	Extent of reinstatement (scale 0-3)
Australia	Courts may order reinstatement with back pay, but the option of reinstatement is only rarely made available to the employee. Compensation up to six months wages, plus entitlements (that would have been) accrued until the end of notice period. (For non-award employees, the cap is either 6 months wages or 42 700 AUD, whichever is lower.)	6	1.5
Austria	The employee has the right to choose between reinstatement and compensation, although this option is rarely taken up by employees. 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.	6	3
Belgium	No right to reinstatement. Compensation at least equal to the notice period (in the event that notice was not given). White collar: additional compensation for damages as determined by a judge. Blue collar: additional compensation for damages corresponding to six months' wages.	14	0
Brazil	In the case of "unfair" dismissal, private-sector workers are entitled to an indemnity of 40% of the total amount deposited in their name in the Fundo de Garantia po Tempo de Servico (FGTS). The employer deposits 8% of the worker's monthly earnings into a saving account in the worker's name. The indemnity is paid over and above the deposits in the worker's FGTS account during the employment contract. Note that this applies only as of the fourth month of the employment contract, the first three months being considered, although not embodied in legislation, as a probationary period. The law provides for the possibility of reinstatement, but it is rarely used because of the indemnity paid through FGST.	7.7	1
Canada	Depending on the circumstances of a case, an employer may be ordered to reinstate an employee. 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.	..	1
Chile	There is no right or practice of reinstatement following unfair dismissal. In the event of unfair dismissal, the court can award payment of compensation in addition to severance pay of 30-100% of applicable severance pay, depending on the breach of legislation made.	7.2	0
China	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 continued performance of the employment contract is impossible, the employer shall pay compensation equivalent to twice the severance pay to which the worker is entitled.	40	3
Czech Republic	Reinstatement is always available to the employee. Unfair dismissal gives rise to a right to reinstatement. If reinstatement is not accepted by both parties, compensation is through severance pay and award of lost earnings during the court case (up to 6 months). Sums earned by the employee in the interim are set off against the award. There is no maximum amount for compensation.	8	3
Denmark	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). For blue collar workers, compensation is limited to 52 weeks of pay for long service cases. Average is 10.5 weeks according to Danish Confederation of Trade Unions. For white collar workers, compensation depends on age and seniority with the firm and is increasing in both (maximum is 6 months for older than 30 with more than 15 years tenure).	9	1
Estonia	If termination of an employment contract is declared unlawful, an employee has the right to reclaim his or her former job or position. In such a case, a labour dispute resolution body shall make a decision on reinstatement of the employee in his or her former job or position. Compensation up to six months wages, subject to the circumstances of the employment contract and the nature of the offence upon termination of the employment contract.	6	3
Finland	No reinstatement. 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.	14	0
France	The option of reinstatement is available to the employee in cases of discriminatory dismissal only. Compensation in addition to regular severance pay of six months minimum (generally 12-24 months, can be more) for employees with at least two years of tenure and working in enterprises with more than 11 employees. For employees with less than two years of service and/or working in a firm with fewer than 11 workers, the judge an order compensation according to the loss suffered, but without any minimum.	16	0

Legal provisions		Typical compensation at 20 years tenure (months)	Extent of reinstatement (scale 0-3)
Germany	Reinstatement is possible, although rarely taken up by the employee concerned. Compensation of up to 12 months, depending on length of service (15 months if aged under 50 and tenure >15 years, 18 months if aged over 55 and tenure >20). Compensation must be requested 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.	18	1.5
Greece	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. 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, no legal imposition 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.	6	2
Hungary	If a court of law declares that the employment was illegally terminated, the employee shall be reinstated to the original position if he/she requests. At the employer's request, the court may refrain from reinstating the employee to the original position provided that the employer pays compensation. In lieu of reinstatement, the court shall order (upon weighing all circumstances, in particular the unlawful action and its consequences) the employer to pay no less than two and no more than twelve months' average earnings to the employee.	10	2
Iceland	If the termination is found to be unfair, the court does not typically order reinstatement. No information available on typical compensation.	..	0
India	In most cases of unfair dismissal, the court orders reinstatement. In the event that a dismissal is found to be unfair, the court may reinstate the worker with or without 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.	42	3
Indonesia	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. The employer is obliged to pay all the wages and entitlements which the affected worker should have received.	6	3
Ireland	A reinstatement order, with back pay from the date of dismissal, is possible. Also re-engagement from date after date of dismissal with no back pay from date of dismissal also possible. Deciding body must specify why re-instatement/re-engagement not applied if compensation awarded. In 2007, reinstatement was ordered in one case and re-engagement was ordered in four cases. 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 2007 was 7280 EUR.)	24	1
Israel	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. 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 filed a complaint against his employer or an employee of his 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 damages without proving damages.	7.5	1
Italy	The option of reinstatement is fairly often made available to the employee. Workers in companies employing >15 employees in an establishment or in the same municipality or in companies with more than 60 employees (even if distributed in production units or municipalities with less than 15 employees) can choose reinstatement or financial compensation of 15 months' (plus at least 5 months' compensation for the period between dismissal and court decision in both cases). For establishments not included in the above cases, the employer can choose between re-employment (different from reinstatement because it does not give rise to compensation for the period between 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 > 10 years, and 14 months >20 years seniority.	15	2
Japan	Frequent orders of reinstatement with back pay. In lieu of reinstatement, compensation through regular severance pay, plus a sum equal to earnings between the dismissal and the legal settlement of the case. Sums earned by the employee in the interim can only partially be set off against the award.	6	3

Legal provisions		Typical compensation at 20 years tenure (months)	Extent of reinstatement (scale 0-3)
Korea	Courts determine that dismissal is invalid and that employment relations continue, and therefore, order 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. 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.	6	3
Luxembourg	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 additional compensation of one months' salary. 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.	5	3
Mexico	The employee may request reinstatement, but the employer can be exempted 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. Reinstatement orders are rare. In the case of dismissal without "just cause", compensation of 3 months plus 20 days per year of service.	16	1
Netherlands	The option of reinstatement is rarely made available to the employee. Termination via PES: The employee can 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 for severance pay minus the salary paid during the processing time of the CWI 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. Recent research documents the average compensation for dissolving a contract is equivalent to about seven months' pay.	7	1
New Zealand	The Employment Relations Authority must provide for reinstatement "wherever practicable". 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. Compensation is set on a case-by-case basis. Legislative provisions on personal grievances provide for 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.	7.7	1
Norway	Reinstatement orders are fairly frequent. In the case of unfair dismissal, the employee is entitled to compensation. The amount of the 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.	12	2
Poland	Reinstatement is possible, but not often made available by the court. Compensation of up to 3 months' wages depending on amount of salary earned in another job by the time of court decision.	3	1
Portugal	Irregular dismissal: no reinstatement available. No back pay, no reinstatement, only right to compensation of 7.5-22.5 days of pay per year of service (typically up to 15 days per year of service). Illegal dismissal: The option of reinstatement is made available to the employee, although the employer may, in companies with up to nine workers, or in the case of directors or workers in management positions, submit a request to the court to oppose reinstatement. Back pay limited to one year (where court takes longer to rule on the issue, the State bears costs), and choice between reinstatement and compensation, typically of one months' pay per year of service (minimum payment of 3 months).	15	2
Russian Federation	In case of unfair dismissal, the employee shall be reinstated by the industrial tribunal. The industrial tribunal 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 a compensation.	2	3
Slovak Republic	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. Compulsory compensation for unfair dismissal equal to 12 monthly wages. If an employer does not allow the employee to work or if a law suit in respect of unfair dismissal takes longer than 12 months, further compensation is to be determined by the courts.	12	2.5

Legal provisions		Typical compensation at 20 years tenure (months)	Extent of reinstatement (scale 0-3)
Slovenia	If the courts determines that the employer's cancellation is not legitimate, but the worker does not wish to continue the employment, it may, on the proposal of the worker: determine the duration of the employment; grant a period of tenure 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 proposal. If there is no reinstatement, the court may grant the worker 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.	18	2
South Africa	Reinstatement is possible if the dismissal is found to be substantively, as opposed to procedurally, unfair, although compensation orders are more common. Compensation for unfair dismissal is 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.	12	2
Spain	In the case of unfair dismissal, the employer can choose between reinstatement with back pay (the wages for the period going from the dismissal to the final decision by the courts, if that stage is reached) and compensation with back pay (45 days wages per year of seniority with a maximum of 42 months wages) with back pay. Where the dismissed employee is a legal representative of the workers or a union delegate, the employee can choose between reinstatement and compensation. If the dismissal was discriminatory, the worker should always be reinstated. For new permanent contracts after 1997 (aimed at young and disadvantaged workers: 16-28, over 45, fixed-term employees, long-term unemployed, women where they are under-represented) compensation is fixed in 33 days per year of service, with a maximum of 24 months pay.	22	0
Sweden	Courts may order reinstatement or damages, plus a sum equal to earnings between the dismissal and the legal settlement of the case. The option of reinstatement is rarely made available to the employee. If employer refuses to comply with reinstatement, damages are payable on the scale: 16 months <5 years; 24 months <10 years; 32 months >10 years.	32	1
Switzerland	Courts are not empowered to order reinstatement (except in case of discrimination against women). Compensation usually limited to wages for the notice period that should have been observed, or for the time period from the time of the unjustified dismissal to the actual court sentence, with an overall limit of six months.	6	0
Turkey	The employer has to reinstate the employee concerned within the month following the court decision, otherwise he has to pay compensation. Right to compensation of 4 months minimum and 8 months maximum, plus regular severance pay (and additional indemnity of up to 4 months for the period of time between notice of termination and court ruling).	26	0
United Kingdom	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. Compensation may consist of various elements: basic award (up to 7 800 GBP); compensatory award (up to 53 500 GBP); and additional awards (up to 13 520 GBP). Unlimited, if the dismissal is connected with health and safety matters or whistle blowing. Compensation under discrimination legislation is also unlimited.	8	1
United States	Reinstatement often ordered where worker has been discharged in violation of laws such as the National Labor Relations Act or the Civil Rights Act. But in general, the option of reinstatement is almost never made available to the employee. 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.	..	0.5

Table 7 Regulation of fixed-term contracts (FTC)

	Legal provisions	Valid cases for use (scale 0-3)	Maximum number of successive contracts	Maximum cumulated duration (months)
Australia	No legal limit specified for successive contracts or cumulated duration, but risk that, upon continuous renewal, the courts will find that the primary purpose of the contract is to avoid termination laws.	3	Scored 1.5	No limit
Austria	No restrictions for first contract. A succession of FTCs 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 FTC.	2.5	Scored 1.5	No limit
Belgium	Four successive FTCs are permitted without specifying an objective reason (minimum 3 months), for up to two years in total, or for up to three years (minimum 6 months) with the authorisation of the social and labour inspectorate. In other cases, FTCs are restricted to objective situations in (replacement, temporary increase in workload, etc.).	2.5	4	30
Brazil	A FTC will only be valid in cases where the nature of the job justifies establishment of a fixed term; the activities of the business are of a temporary or seasonal nature; or the contract is probationary. The contract may be extended once for a total period not exceeding two years.	0	2	24
Canada	No restrictions.	3	No limit	No limit
Chile	A second renewal of a FTC will be taken to be a contract of indefinite length. The duration of a FTC may not exceed one year (two years for managers or persons with a tertiary degree). A worker who has been employed intermittently under more than two contracts for 12 out of a continuous period of 15 months is presumed to be hired under a contract of indefinite length.	3	2	24
China	If the worker has concluded two FTCs 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, the new contract will be taken to be an open-ended contract. 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.	3	2	120
Czech Republic	The maximum duration of successive FTCs is two years.	3	No limit	24
Denmark	FTCs allowed for specified periods of time and/or for specific tasks. Widely used, particularly in professional services and construction. Generally, there is no legal limit for the maximum number of successive FTCs, but renewal of FTCs must be based on objective reasons. There is no maximum cumulated duration set for FTCs, but the Danish Confederation of Trade Unions states that court rulings suggest that 2-3 years temporary employment entail notification procedures.	2.5	Scored 1.5	30
Estonia	There are some valid cases for use of FTCs, other than "objective" or "material" situation. A FTC can be entered into not longer than 5 years. If an employment contract for completion of a specific task or for a temporary increase in work volume is entered into for the performance of the same work for more than two consecutive terms, each following FTC for the performance of the same work shall be deemed to be an employment contract entered into for an unspecified term. Maximum cumulated duration of successive FTCs in this case is 10 years. The law does not specify any limits to the number of FTCs if separate valid objective reasons for each new contract are given.	1	2	120
Finland	Permitted for temporary replacements, traineeship, and special business needs (unstable nature of service activity, etc.). In case of successive contracts, justification of limitation of contract subject to court examination.	1	Scored 2.5	No limit
France	Restricted to "objective situations" (replacement, seasonal work, temporary increases in company activity). New FTCs are not allowed in the six months following a dismissal for economic reasons. The maximum duration of FTCs depends on the grounds for employing on a fixed-term basis. In principle, it is 18 months, but can vary from 9-24 months. A new contract in the same post can start only after a waiting period of one third of the initial contract length.	1	2	18
Germany	FTCs 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 who participated in a public employment measure for more than 4 months, FTCs are possible up to a duration of 60 months. Successive FTCs with objective reason are possible without any restrictions, but there must be an objective reason for each successive contract.	3	4	36

	Legal provisions	Valid cases for use (scale 0-3)	Maximum number of successive contracts	Maximum cumulated duration (months)
Greece	Objective situations only. If three renewals are made within a period of two years, then the contract is assumed to cover a constant need for the enterprise and consequently it is converted into an employment contract or working relationship of an indefinite term. If the duration of successive FTCs exceeds two years in total, then the contract is assumed to cover a constant need for the enterprise and consequently it is converted into an employment contract or working relationship of an indefinite term.	0	4	24
Hungary	No restrictions for the first contract, except for public service (objective reasons only). Any FTC shall be deemed as indefinite if the contract is repeatedly established or extended without the employer having a legitimate reason to do so and this violates the employee's legitimate interests. The duration of a FTC may not exceed five years, including the duration of an extended contract and that of another FTC created within six months of the termination of the previous contract.	2.5	Scored 2.5	60
Iceland	Maximum length of FTCs is 24 months including renewals. FTCs for managerial personnel are not time-limited.	3	No limit	24
India	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. There are no limits on number of renewals or maximum duration.	1	No limit	No limit
Indonesia	FTCs can only be made for certain jobs, 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 three years; (c) seasonal work; or (d) work that is related to a new product, a new activity or an additional product that is still in the experimental stage or try-out phase. FTCs may be made for a period of no longer than two years and may only be extended once for one year.	0	2	36
Ireland	Employers do not have to justify recourse to initial FTC. No limit on number of contracts in case of objective grounds justifying renewal but some possibility for unfair dismissal/penalisation claims after successive contracts. The maximum cumulated duration of successive FTCs is 4 years.	2.5	No limit	48
Israel	No restrictions.	3	No limit	No limit
Italy	FTCs can be used for technical, production and organisational reasons including the replacement of absent workers (also referring to the ordinary activities of the employer). One renewal is possible provided that the duration initially agreed is less than three years. Further renewal possible with agreement of the labour authority.	2	2	36
Japan	FTCs under three year duration widely possible without specifying an objective reason. The contract can be five years for highly skilled employees or those aged 60+. No legal limit on duration or number of contracts is specified; after repeated renewal the employee becomes entitled to expect renewal of his contract and the employer must have just cause to refuse renewal.	2.5	No limit	No limit
Korea	The number of renewals is not limited within the 2-year limit for FTCs. 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.; or (v) the job requires professional knowledge and skills.	3	No limit	24
Luxembourg	FTCs 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 Employment Administration (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. A FTC can be renewed twice. Some categories of workers (teachers, artists, performers, athletes, coaches) are not subject to restrictions on renewals of FTCs. A FTC cannot exceed 24 months in duration (including renewals). FTCs for seasonal work cannot exceed 10 months in a 12 month period.	0.5	3	24

	Legal provisions	Valid cases for use (scale 0-3)	Maximum number of successive contracts	Maximum cumulated duration (months)
Mexico	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. No limit on number of contracts or duration specified, negotiable by both parties. If the FTC is to perform work of a fixed-term nature, the contract will extend as long as the work extends.	0.5	No limit	No limit
Netherlands	Maximum of three successive FTCs is allowed not exceeding a period of three years. A fourth renewal or a renewal exceeding a total period of three years will alter the FTC automatically into an indefinite contract. The number of renewals and/or maximum duration can be altered by collective agreement.	3	3	No limit
New Zealand	The employer must have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to be fixed term. The following reasons are not genuine reasons for agreeing to a FTC: to exclude or limit the rights of an employee; or to establish the suitability of the employee for permanent employment. No limit on number of contracts or maximum duration specified, but there is a risk that upon continuous renewal the Courts will find a FTC to be a "sham".	2	Scored 4	No limit
Norway	FTCs 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, 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 the 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. In case of successive contracts, justification of limitation of contract is subject to court examination. The provisions concerning termination of employment relationships shall apply to employees who have been employed on FTCs for more than four consecutive years, with the exemption of trainees, participants in labour market schemes and sportspeople.	1	Scored 1.5	48
Poland	Two successive FTCs are allowed, without a limit on maximum duration.	3	2	No limit
Portugal	Permitted for business start-ups, launching a new activity of uncertain duration and recruiting workers in search of their first job and long-term unemployed. Four successive contracts are permitted with a maximum duration of 3 years when there is a fixed date of termination or six years where there is no fixed date of termination (e.g. for completion of a particular task).	2	4	54
Russian Federation	A FTC 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. No limits on renewals within maximum duration of 5 years.	2	No limit	60
Slovak Republic	A FTC may be agreed, extended or renewed for a maximum of three years without specifying an objective reason. FTCs may only be extended or renewed once within the 3-year period. Another extension or renewal of FTCs may only be agreed for material or objective reasons.	3	No limit	36
Slovenia	FTCs can be used where allowed by law (e.g. project work, substitution, managerial workers), a firm-level collective agreement; or a sector-level collective agreement for small employers. Employers may not conclude one or more successive FTCs with the same worker for the same job for which the uninterrupted duration would be longer than two years. For small employers, a three-year time limit is applicable up to 2010.	2	No limit	30
South Africa	No maximum duration, 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/she had a reasonable expectation of the contract being renewed.	3	Scored 4	No limit

Legal provisions		Valid cases for use (scale 0-3)	Maximum number of successive contracts	Maximum cumulated duration (months)
Spain	In addition to objective reasons (for specific work, due to accumulation of tasks, replacement, etc), FTCs may be drawn up for the following purposes: training contracts (may be extended for six months up to three time, up to five times by collective agreement or up to seven times for a person with a disability to maximum of 2-4 years); to hire workers with disabilities (may be hired for minimum periods of one year up to maximum of three years); and to cover the part of the working day left uncovered by an employee close to retirement with another temporary worker from the enterprise, or with an unemployed worker (extendable in yearly periods if the partially retired worker decides to continue his activity after the age of 65, with the contract expiring at the end of the corresponding period of the year when the replaced worker reaches the age of full retirement). FTCs for a temporary increase in workload can be extended once within maximum duration of six months (12 months by collective agreement). There are no restrictions on the use of FTCs for other objective reasons as long as the reasons continue to exist. However, in both cases, workers will become permanent when they have been under contract for more than 24 months within a period of 30 months, continuously or not, in the same job and in the same enterprise, with two or more FTCs regardless of whether they have been directly hired or hired through a TWA.	1.5	3	24
Sweden	FTC permitted for general fixed-term employment; temporary replacement of absent employees; seasonal work; and employing persons above 67 years of age. In addition, it is possible to have other rules on FTC in collective agreements. If an employee has been employed for a period of five years by an employer either on a general FTC or as a substitute for in total more than two years, the employment is transformed into indefinite-term employment.	3	No limit	24
Switzerland	No limit on length or number of contracts specified, but successive contracts imply the risk of a court declaring the FTC null and void.	3	Scored 1.5	No limit
Turkey	Restricted to "objective situations", particularly seasonal and agricultural work. FTCs cannot be successively renewed without serious reason, otherwise the renewal will alter the FTC into a contract of indefinite time.	0	Scored 1.5	No limit
United Kingdom	No restrictions on contracts up to 4 years in duration, after which will be treated as a permanent employee.	3	No limit	48
United States	No restrictions.	3	No limit	No limit

Table 8 Regulation of temporary work agency (TWA) employment

	Legal provisions	Valid types of work (scale 0-4)	Restriction on the number of renewals	Maximum duration (months)	Registration and reporting	Equal pay and conditions
Australia	No restrictions.	4	No	No limit	No	No
Austria	Generally permitted if contract is indefinite but limited to "objective reasons" or if it is of fixed duration. TWAs require special administrative authorisation as well as periodic reporting obligations. Regulations ensure equal treatment regarding pay as well as other working conditions.	3	No	No limit	Yes	Yes
Belgium	Limited to objective situations, including: replacement of absent workers (6 month renewable contract with 12 month limit); temporary increases in workload (18 months or more if extended by collective agreement); exceptional work (three months). Agencies requires agreement from regional authorities. TWA workers must receive equal pay and conditions to other workers in user firm.	2	Yes	11	Yes	Yes
Brazil	Permitted for work in urban areas to meet a temporary or seasonal need for regular and permanent employees, or to cope with an extraordinary workload increase. There are no limits on renewal within the three month total duration limit (can be extended by authorisation of the Ministry of Labour and Employment). A TWA must be registered with the Ministry of Labour and Employment. The agency must comply with any requests for information made by the Ministry. 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.	2	No	3	Yes	Pay
Canada	No restrictions. Provinces that require special administrative authorisation for TWAs account for less than a third of the Canadian workforce. Authorisation requirements for TWAs 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 agencies in Alberta, British Columbia and in the Northwest territories and Nunavut. In Yukon, such agencies must provide a statistical statement and financial report every year. There are no authorisation or reporting requirements in the federal jurisdiction, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, Quebec or Saskatchewan.	4	No	No limit	Varies	No
Chile	TWA workers can be employed to replace workers on leave; for extraordinary events (e.g. exhibitions, conferences); for new projects or expansion into new markets; when starting a new business; to cover occasional increases in workload; for urgent work (e.g. repairs). TWA contracts for extraordinary events or to cover occasional increases in workload have a maximum duration of 90 days. TWA contracts for new businesses or projects have a maximum duration of 180 days. TWA contracts to replace a worker on leave last as long as the worker remains on leave. There are no authorisation or reporting obligations, nor requirement for equal treatment.	2	No	4.5	No	No
China	In general, placement of TWA workers shall apply to temporary, ancillary and substitute positions. An agency shall conclude a FTC of at least two years with a TWA worker. FTCs may only be renewed twice. Maximum cumulated duration of a FTC is 10 years. Agencies shall be established in accordance with relevant provisions of the Company Law and have registered capital of not less than 500 000 CNY. There is no obligation for ongoing reporting to authorities. Temporary workers have the right to the same pay for the same work as the workers of the employment of temporary workers. If the employer of TWA workers does not have workers in the same positions, the appropriate labour compensation shall be determined with reference to workers in identical or similar positions in the place where the employer of TWA workers is located.	2	Yes	120	Yes	Yes

	Legal provisions	Valid types of work (scale 0-4)	Restriction on the number of renewals	Maximum duration (months)	Registration and reporting	Equal pay and conditions
Czech Republic	The maximum duration of successive TWA contracts is two years. Agencies are required to obtain authorisation and report regularly. TWA workers must receive equal treatment to equivalent workers in the user firm.	4	No	24	Yes	Yes
Denmark	No restrictions on renewals or duration but the Danish Confederation of Trade Unions states that court rulings suggest that 4-5 renewals entail notification procedures and that there is no limit on duration if employment pauses in between contracts. TWA workers must receive equal treatment regarding pay and working conditions.	4	No	No limit	No	Yes
Estonia	There are no restrictions on renewals or duration and no authorisation or reporting requirements. TWA workers should receive equal pay and conditions to regular workers in the user firm.	4	No	No limit	No	Yes
Finland	No limits on duration or renewals, but TWA workers must receive equal treatment regarding pay and working conditions.	4	No	No limit	No	Yes
France	Limited to "objective situations" similar to FTCs. One prolongation is possible. A new contract in the same post can only start after a waiting period amounting to one third of the initial contract. Maximum duration is 18 months in principle but can vary from 9-24 months depending on the reason. Agencies must receive special administrative authorisation. TWA workers must receive equal treatment regarding pay and conditions of work as equivalent workers in the user firm.	2	Yes	No limit	Yes	Yes
Germany	Generally permitted, with exception of construction industry. No limits on duration, but renewal limits are the same as for FTCs. Agency must gain permission of the labour authority and report regularly. 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 in the TWA sector.	3	Yes	No limit	Yes	Yes
Greece	The length of time the temporary worker is employed may not exceed eight months. A renewal with the same indirect employer is permitted, on the condition that the total length of the renewal does not exceed eight months, and thus the existing employment contract is not converted into an open-ended contract. In the event the employee continues in the employment of the indirect employer after the contract and any renewal thereof expires for a period of over two months, the employee's contract with the TWA shall be deemed to have been converted into an open-ended employment contract between the employee and the indirect employer. Setting up a TWA requires administrative authorisation from the Ministry of Employment and Social Protection. The TWA is obliged to submit a report of activity to the Ministry of Employment and Social Protection every six months. The contract concluded between the TWA and the employee determines, among other things, the amount of the employee's pay, which cannot be lower than that set by the sectoral, occupation-based or enterprise-level collective agreements applicable to the indirect employer's staff. There is no requirement for working conditions other than health and safety to be the same for regular and TWA workers.	4	Yes	16	Yes	Pay
Hungary	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 ordinary dismissal for reasons to do with the employer's operations. 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 to derogate the justified interests of the employee, the employment relationship shall be regarded as indefinite term. A TWA must be seated in Hungary and either a limited liability business association, 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, TWAs shall give certain data about workers to the public employment agency where they are registered. Equal treatment on conditions shall be granted for TWA workers from the first day of the employment. Equal treatment on wages shall be granted after six months employment at the same user firm.	4	Yes	No limit	Yes	Yes

Legal provisions		Valid types of work (scale 0-4)	Restriction on the number of renewals	Maximum duration (months)	Registration and reporting	Equal pay and conditions
Iceland	TWAs 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. TWAs must notify and report regularly to the Directorate of Labour. TWA workers enjoy the same rights as guaranteed to other workers and shall receive the same pay and benefits as agreed in collective agreements.	4	No	No limit	Yes	Yes
India	Generally allowed for non-core activities, with some industries or firms prohibited from using TWA workers. There are no limits on duration or renewals. 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. 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.	2	No	No limit	Yes	Yes
Indonesia	TWA 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. TWA workers are employed either on contracts of unlimited duration or FTCs. TWAs shall take the form of a legal entity business with license from a government agency responsible for labour. There are no requirements for equal treatment.	2	No	No limit	Yes	No
Ireland	There are no restrictions on duration, renewals or requirements for equal treatment. In order to operate, a TWA must obtain a license from the Minister of Enterprise, Trade and Employment.	4	No	No limit	Yes	No
Israel	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 ceases 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. TWAs 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. The Minister has the authority to revoke or not to renew the permit. The TWA 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.	4	No	9	Yes	Yes
Italy	TWA 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 enterprise. Collective agreement may lay down upper limits for the use of temporary workers. In addition to TWA workers there now exists staff leasing i.e. supply of workers on permanent contracts, excluding for firms which have resorted to collective dismissals in the previous six months. There is no legal maximum duration of TWA contracts, but it is set by collective agreements applied by TWAs. To obtain administrative authorisation, the agency must be based in Italy, have a minimum capital stock, sufficient qualified staff, presence in at least four regions and have labour supply as its main activity. Periodic reporting is necessary to maintain the administrative authorisation.	3	Yes	No limit	Yes	Yes

Legal provisions		Valid types of work (scale 0-4)	Restriction on the number of renewals	Maximum duration (months)	Registration and reporting	Equal pay and conditions
Japan	"Dispatching agencies" allowed for all occupations except port transport services, construction work, security services, medical-related work at hospital etc. 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 TWA contract itself, but the possible duration in which temporary work service is offered is 36 months maximum. 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 once a year. Legally, user firms should endeavour to take necessary measures concerning dispatched workers to maintain an appropriate workplace. 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 apportioning responsibilities between the TWA and the user firm.	3	No	36	Yes	Yes
Korea	TWA employment, in principle, is allowed in only 32 occupations determined by consideration 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 it in other occupations. In some occupations, such as construction work, seaman, harmful and dangerous work, work with dust, etc., the use of TWA employment is completely prohibited. The maximum duration of TWA contracts is two years in case of the 32 occupations for which TWA employment is allowed. But in the case of temporary and intermittent reasons, the duration of TWA contracts is three months in principle and can be extended for up to another three months, bringing the maximum duration to six months. The set-up of a TWA requires administrative approval and the approval should be renewed every three years. With regard to worker dispatch services (the business of providing TWA workers), a report should be made to the competent authorities every six months. If a TWA worker is engaged in a job that is the same as or similar to that done by a worker of the user firm, both sending and using employers 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.	2.5	No	24	Yes	Yes
Luxembourg	TWA workers may be employed to replace an absent or employee whose employment contract is suspended for a reason other than 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. Except for seasonal jobs, the contract should not exceed 12 months in duration for the same employee in the same job, including up to two renewals. TWAs require authorisation from the Ministry of Labour, which is granted initially for 12 months. A request for extension of authorisation must be made three months before the expiry of the authorisation. If granted, authorisation runs for a further two years. After a period of three years of authorised operation, the agency will be granted unlimited authorisation. 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.	2	Yes	12	Yes	Yes
Mexico	TWA contracts are illegal.	0	n/a	n/a	n/a	n/a
Netherlands	Generally permitted, with the exception of seamen. Legally no renewals are allowed in the first half year. This period has been extended by collective agreement to 78 weeks. Then a maximum of eight renewals of TWA contracts each for a period of 3 months. After 3.5 years of successive TWA contracts, the last contract will be a contract for an indefinite period with the TWA. Equal treatment is required on pay and conditions, but can deviate from this regulation by collective agreement.	3.5	Yes	42	No	Yes
New Zealand	No limit on duration or renewals, unless it is shown that the employer does not have genuine reasons based on reasonable grounds.	4	Yes	No limit	No	No

Legal provisions		Valid types of work (scale 0-4)	Restriction on the number of renewals	Maximum duration (months)	Registration and reporting	Equal pay and conditions
Norway	TWA employment is legal under the same conditions as FTCs (see Table 3.A2.7). No limit on renewals specified, as long as there is an objective reason. 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 and sportspeople. The set up of a TWA requires periodic reporting obligations. There are no regulations which ensure equal treatment of regular workers and TWA workers at the user firm.	2	Yes	48	Yes	No
Poland	Only allowed for seasonal, periodic or ad hoc tasks; tasks whose timely performance by the user company's permanent staff would be impossible; or tasks normally falling within their ambit of a temporarily absent employee of the user company. Over a period of 36 successive months, the total period of temporary work performed by the TWA worker for a single user employer may not exceed 12 months (36 months for replacement of absent employee). The set up of TWA requires special administrative authorisation and entails periodic reporting obligations. A TWA employee cannot be treated less favourably with regard to terms of employment than employees employed by the employer-user at the same or similar work station (remuneration included).	2	No	24	Yes	Yes
Portugal	Restricted to "objective situations", including seasonal activity and substitution of absent workers. Work contracts are between the temporary employee and the TWA, while the TWA concludes a different type of contract with the final user. Contracts between the temporary employee and the TWA may be entered into for an unlimited duration. Contracts between the TWA and the final user have a maximum duration of two years. No special administrative authorisation, but there are periodic reporting obligations. Equal treatment required regarding pay and conditions.	2	No	24	Yes	Yes
Russian Federation	Temporary agency work is not regulated.	4	No	No limit	No	No
Slovak Republic	Generally permitted. Agencies require administrative authorisation. The TWA is also required to submit annual reports of activities to the Centre of Labour, Social Affairs and Family. Working conditions, including wage conditions and employment conditions for TWA workers must be equally favourable to those of comparable workers at the user firm. An exception is allowed, however, with respect to wage conditions which do not need to be equally favourable during a 3 month period.	4	No	No limit	Yes	Yes
Slovenia	Generally allowed, except for: substituting for 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 they ensure greater security of workers or are dictated by the requirements of worker safety and health. Employers may not provide the work of a worker to a user without interruption, or with interruptions of up to one month, for longer than a year if this involves for the entire time the performance of the same work by the worker. TWAs must be entered into the register of agencies and issue annual reports. TWAs must also provide a report upon request from the Ministry. 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.	3	No	12	Yes	Yes
South Africa	No restrictions or limits on duration or renewals. A TWA is required to register with the Department of Labour. TWA workers are the employees of the agency and are bound by any collective agreement, sectoral determination or legislation that binds the agency.	4	No	No limit	Yes	No

Legal provisions		Valid types of work (scale 0-4)	Restriction on the number of renewals	Maximum duration (months)	Registration and reporting	Equal pay and conditions
Spain	Limited to "objective situations". No limit for substitution and contracts related to a specific task; 6 months for temporary increase in workload; 3 months to cover temporarily a post while carrying out a selection process. 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 contract. TWA workers are entitled to receive at least the total remuneration established for the work to be performed in the statutory collective agreement applied to the user enterprise. Remuneration should include, if appropriate, the proportionate part corresponding to weekly days off, extra payments, public holidays and annual leave.	2	Yes	6	Yes	Yes
Sweden	No specific rules for TWA contracts. If FTCs are used, the same rules apply. There is a voluntary authorisation system for TWAs which is administered by the social partners. There is no special legislation regarding equal treatment. The conditions are regulated in collective agreements and in regular labour law. The employees are regarded as employed by the agency.	4	No	24	No	No
Switzerland	Renewals or prolongation only possible if there is an objective reason for the conclusion of another TWA or for a temporary prolongation. TWAs require administrative authorisation. Equal treatment only in the field of extended collective bargaining agreements concerning minimal salary, hours of work, career progression, anticipated retirement.	4	Yes	No limit	Yes	Yes
Turkey	Prohibited, with the exception of agricultural work. Employers are allowed to transfer an employee to another firm for a period of up to six months - with two possible renewals - if the concerned employee agrees and provided that he will execute the same tasks as in his initial job.	0	n/a	n/a	n/a	n/a
United Kingdom	No restrictions.	4	No	No limit	No	No
United States	Generally permitted. Licenses for TWAs 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. There is no requirement for equal treatment in US federal law beyond minimum standards guaranteed to all workers. Some states may require equal treatment.	4	No	No limit	Yes	No

Table 9 Procedures for collective dismissals: definition and notification requirements

	Definition of collective dismissal	Notification requirements
Australia	Termination of 15+ employees for reasons of an economic, technological or structural nature, or for reasons including such reasons.	Employee representatives: Obligation to inform and consult with employees and trade union (if requested by an affected employee). Public authorities: Notification of competent labour authorities.
Austria	Within 30 days, 5+ workers in firms 20-99; 5%+ in firms 100-599; 30+ workers in firms >600; 5+ workers >50 years old.	Employee representatives: General duty to inform the Works Council about changes affecting the business. Public authorities: Notification of local employment office.
Belgium	Within 60 days, 10+ workers in firms with 20-99 employees; 10%+ in firms with 100-300; 30+ workers in firms with 300+ employees.	Employee representatives: Obligation to inform and consult with the Works Council or trade union delegation. Public authorities: Notification of sub-regional employment office, reporting on the results of consultations giving full information of planned dismissals.
Brazil	There are no special regulations or additional costs for collective dismissals. The matter may be covered by collective bargaining.	There are no special regulations or additional costs for collective dismissals. The matter may be covered by collective bargaining.
Canada	Varies by jurisdiction. Within a period of 4 weeks, 50+ employees in federal jurisdiction, Alberta, Manitoba, Newfoundland, Labrador, Ontario (some exceptions) and British Columbia (in 2 month period). Between 10+ and 25+ employees in other jurisdictions. No collective dismissal provisions in Prince Edward Island.	Employee representatives: 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. In some jurisdictions, a collective dismissal notice must also be posted in conspicuous places in the workplace. Public authorities: in all jurisdictions (except Prince Edward Island), the employer must notify the competent labour authorities (e.g., Minister of Labour).
Chile	There are no special regulations or additional costs for collective dismissals.	There are no special regulations or additional costs for collective dismissals.
China	20+ employees (or <20 employees where they account for at least 10% of the workforce) due to restructuring, bankruptcy or serious economic hardship.	Employee representatives: Employer must explain the circumstances to the labour union or all of the staff and workers. Public authorities: Dismissal plan must be reported to the labour administrative department.
Czech Republic	Within 30 days, 10+ employees in firm with 20-100 employees; 10% of employees in firm with 101-300; 30 employees in firm with 300+.	Employee representatives: Duty to inform competent trade union. Public authorities: Notification of district labour office.
Denmark	Within 30 days, >9 workers in firms 21-99 employees; >9% in firms 100-299; >29 workers in firms 300+ employees.	Employee representatives: Notification of Regional Employment Council (tripartite council).
Estonia	Within 30 days, 5+ employees in firm with <20 employees; 10+ employees in firm with 20-99; 10%+ in firm with 100-299; 30+ in firm with 300+.	Employee representatives: Employer has the obligation to inform and consult with representative of employees. Public authorities: Employer must apply for the approval of the labour inspectorate.
Finland	>9 workers in firms >20 employees, in case of dismissal for financial or production-related reasons.	Employee representatives: Consultation with trade union or personnel representatives. Public authorities: Notification of local employment office.
France	No specific definition of collective dismissal in the Labour Code. Requirements in the case of more than 10 dismissal within 30 days are nevertheless significantly more onerous.	Employee representatives: Full information to be given to personnel delegates or Works Council and consultation meetings to be held. Public authorities: Notification of departmental labour market authorities (DDTEFP).
Germany	Within 30 days, >5 dismissals in firms 21-59 employees; 10% or > 25 dismissals in firms 60-499; >30 dismissals in firms > 500 employees.	Employee representatives: Consultation with Works Council. Public authorities: Notification of local employment office.
Greece	Within a month, >4 workers in firms 20-200 employees; >2% or >30 workers in firms >=200 employees (at the beginning of the month).	Employee representatives: Notification of reasons to employee representatives. Public authorities: Notification to Prefect and Labour Inspection, with request for approval.
Hungary	10+ workers in firms 20-99 employees; >10% in firms 100-299; 30+ workers in firms 300+ employees.	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. Public authorities: Notification of local employment office.
Iceland	Within 30 days, 10+ employees in firms with 20-99 employees; 10%+ in firms with 100-299 employees; 30+ in firms with 300+ employees.	Employee representatives: Consultations with the workers' representatives or with the workers. Public authorities: Notification of regional employment office.
India	There are no special regulations or additional costs for collective dismissals.	There are no special regulations or additional costs for collective dismissals.
Indonesia	There are no special regulations or additional costs for collective dismissals.	There are no special regulations or additional costs for collective dismissals.

	Definition of collective dismissal	Notification requirements
Ireland	Within 30 days, 5+ workers in firms with 20-49 employees; 10+ workers in firms with 50-99; 10%+ in firms with 100-299; 30+ in firms with 300+ employees.	Employee representatives: Duty to inform and consult with competent trade union or other representatives of employees whether unionised or not. Public authorities: Notification of Ministry competent for labour and employment.
Israel	Within one month, 10+ workers. Collective agreements may contain different definitions of collective dismissal.	Public authorities: Notification of the Employment Service Bureau.
Italy	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.	Employee representatives: Duty to inform employee representatives and competent trade union and set up a joint examination committee. Public authorities: Notification of labour authorities (at local, regional or national level, depending on size of redundancy).
Japan	Firms intending to dismissal 30+ workers in one month face additional notification requirements.	Employee representatives: Courts may require that the firm has engaged in sincere negotiation with the trade union prior to making dismissals when deciding whether dismissals are justified. Public authorities: Notification of the public employment service.
Korea	10+ workers in firms <100 employees; 10%+ in firms 100-999; 100+ workers in firms >1000 employees.	Employee representatives: Information and sincere consultation with trade union/employee representatives. Public authorities: Notification to Ministry of Labour, but there are no sanctions for failing to notify.
Luxembourg	Within 30 days, 7+ workers; within 90 days, 15+ workers.	Employee representatives: Notification of the works council. Public authorities: Notification of the labour inspectorate.
Mexico	Unspecified number to be dismissed for economic reasons; provisions restricted to companies with 20+ employees.	Employee representatives: Duty to inform and consult with trade union/employee representatives. Public authorities: Notification to Conciliation and Arbitration Board if no agreement with union can be found.
Netherlands	Over 3 months, 20+ workers dismissed by one employer in one employment service region.	Employee representatives: Duty to inform and consult with Works Council and trade union delegation. Public authorities: Notification of regional employment office.
New Zealand	No definition of collective dismissal.	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.
Norway	10+ employees within a month.	Employee representatives: Duty to inform and consult with trade union/employee representatives. Public authorities: Notification of Labour and Welfare Administration.
Poland	10 workers in firms 20-100. 10% in firms <300. 30 workers in firms with >300	Employee representatives: Duty to inform competent trade union. Public authorities: Notification of local employment office.
Portugal	Within 90 days, dismissal of 2+ workers in firms <51 employees; 5+ workers in firms 51+ employees for structural, technological or market motives.	Employee representatives: Duty to inform and consult with Works Council or trade union delegation. Public authorities: Notification of Labour Inspectorate.
Russian Federation	Mass dismissal is defined in industrial and (or) territorial agreements. Additional regulations typically apply from 50 dismissals upwards.	No additional requirements.
Slovak Republic	Within 90 days, 20+ workers.	Employee representative: Duty to inform the competent trade union body. Public authorities: Notification of the National Labour Office.
Slovenia	Within 30 days, 10+ workers in firm with 20-99 employees; 10%+ in firm with 100-299; 30+ workers in firm with 300+. Within 3 months, 20+ workers for business reasons.	Employee representatives: Duty to inform and consult with trade union. Public authorities: Notification of the Employment Service.
South Africa	10+ employees in firm with 51-200 employees; 20+ employees in firm with 200-300; 30+ in firm with 300-400; 40+ in firm with 400-500; 50+ in firm with 500+ employees.	No additional requirements.
Spain	Within 90 days, 10+ workers in firms <100 employees; 10%+ in firms 100-299; 30+ workers in firms 300+ employees.	Employee representatives: Duty to inform and consult with Works Council or trade union delegation. Public authorities: Notification of labour authority.
Sweden	Additional notification requirements apply where more than 5 employees are made redundant.	Employee representatives: Duty to inform and consult with competent trade union. Public authorities: Notification of Employment Agency.
Switzerland	10+ workers in firms 20-99 employees; 10%+ in firms 100-299; 30+ in firms with 300+ employees.	Employee representatives: Obligation to inform and consult with Works Council or trade union delegation. Public authorities: Duty to notify cantonal employment service.
Turkey	Within one month, 10 workers in firms with 20-100 employees, 20 workers in firms with 101-300, 30 workers in firms with 300+ employees.	Public authorities: Duty to notify regional employment office of number and categories of employees to be dismissed, reasons and periods planned for dismissals.

	Definition of collective dismissal	Notification requirements
United Kingdom	Within 90 days, 20+ employees.	Employee representatives: Duty to inform and consult with recognised trade union or other elected employee representatives. Public authorities: There is a requirement to notify the Department for Business, Enterprise and Regulatory Reform (BERR).
United States	Within 30 days, in firms with 100+ employees, 50+ employees in case of plant closure; 500+ workers in case of layoff; 50-499 workers, if they make up at least one third of the workforce.	Employee representatives: Duty to inform affected workers or labour unions (where they exist). Public authorities: Duty to notify state and local authorities.

Table 10 Procedures for collective dismissals: delay before notice can start and other special costs

	Delays before notice can start	Other special costs to employers
Australia	No specific delay in legislation.	Type of negotiation required: Consultation on alternatives to redundancy and selection standards. Selection criteria: Law requires fair basis of employee selection.
Austria	30 days waiting period before first notice can become effective.	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. Severance pay: No legal requirements, but often part of social compensation plans.
Belgium	30 days delay after notification to the sub-regional employment office. Can be lengthened to 60 days by the sub-regional employment office manager.	Type of negotiation required: Consultation on alternatives to redundancy and ways to mitigate the effects. A social plan can be established. Severance pay: The amount of severance pay varies according to the length of the notice period. The longer the notice period, the lower the severance pay.
Brazil	There are no special regulations or additional costs for collective dismissals. The matter may be covered by collective bargaining.	There are no special regulations or additional costs for collective dismissals. The matter may be covered by collective bargaining.
Canada	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 4-12 weeks in Saskatchewan; 8-16 weeks in British Columbia, Newfoundland and Labrador, Nova Scotia and Ontario; 10-18 weeks in Manitoba; and 6 weeks in New Brunswick. 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).	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. Selection criteria: As laid down in any collective agreements. Severance pay: No additional severance pay obligations if notice requirements for collective dismissal are met.
Chile	There are no special regulations or additional costs for collective dismissals.	There are no special regulations or additional costs for collective dismissals.
China	No additional delays.	Type of negotiation required: Employer must explain the circumstances to the labour union or all of the staff and workers and listen to their opinions. Selection criteria: When carrying out a personnel cutback, the following persons shall be retained on a priority basis: (i) those who have concluded relatively long-term fixed-term contracts with the employer; (ii) those who have concluded open-ended contracts with the employer; (iii) those who do not have other employed persons in the household and are supporting elderly persons or minors. If an employer that has carried out a personnel cutback employs again within six months, it shall notify the personnel that were cut back and, all things being equal, employ them on a preferential basis.
Czech Republic	Information to trade union and PES office 30 days before implementation.	Type of negotiation required: Consultation on alternatives to redundancy and measures for finding new jobs. An employer is also under to submit a written report to the labour office about the results of discussions with the relevant union body or employee council.
Denmark	30 days delay after notice to PES; longer in firms >100 workers that seek to dismiss over half of staff.	Type of negotiation required: National agreement obliges companies to organise transfer and/or retraining whenever possible.
Estonia	During the consultations, the representatives of the employees have the right to meet with representatives of the employer and submit, within 15 days, their written proposals and opinions with regard to the termination of employment contracts, unless a longer period is agreed upon. The employer shall commence the termination of employment contracts of the employees not earlier than thirty days after obtaining the approval of the labour inspectorate. The representative of employees has the right to extend the term up to thirty days if the problems related to the termination of employment contracts cannot be solve in time.	No additional requirements

	Delays before notice can start	Other special costs to employers
Finland	When a firm with more than 30 employees is considering laying off 10+ employees, the mandatory period for negotiating with employees or their representatives is extended from 14 days to six weeks.	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.
France	30-60 days for firms with 50+ employees and 21 days in 35 firms with <50 employees (depending on the number of redundancies).	Type of negotiation required: multi-stage consultation on options other than dismissal, such as redeployment or retraining; consultations on a social plan is compulsory in enterprises with 50 employees or more. There is no right of veto for employee representatives, the social plan can be rejected by labour market authorities. Selection criteria: Must take into account family responsibilities, seniority, age, disability and professional qualification (by job categories).
Germany	1 month delay after notice to PES, can be extended to two months.	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 often part of social compensation plans.
Greece	If social partners agree and Ministry approves, notice can be given after 10 days. Ministry can extend time for negotiation by another 20 days.	Type of negotiation required: Negotiation with employee representatives on dismissal procedures. If no agreement is reached, Labour Ministry can impose its own terms. Selection criteria: Law lays down union participation, but no specific selection criteria.
Hungary	Notification of affected employees and the employment service must take place at least 30 days prior to delivery of ordinary notice of dismissal. Consultation with the works council or trade union must start 15 days prior to ordinary notice and continue until agreement is reached.	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.
Iceland	The time taken for consultation between the employer and the workers' representatives varies widely.	No additional costs.
India	There are no special regulations or additional costs for collective dismissals.	There are no special regulations or additional costs for collective dismissals.
Indonesia	There are no special regulations or additional costs for collective dismissals.	There are no special regulations or additional costs for collective dismissals.
Ireland	Information to trade union and Ministry 30 days before implementation.	Type of negotiation required: Consultation on alternatives to redundancy and ways to mitigate the effects. Consultations 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.
Israel	No additional delays	No additional costs.
Italy	Up to 45 days negotiation in joint examination committee before implementation. Conciliation if no agreement reached.	Type of negotiation required: 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. 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) <i>Cassa Integrazione Guadagni</i> (CIG). Second, when CIG fund is exhausted, mobility payments (mobility indemnities are financed through the social security system, when accessing to the scheme enterprises have to pay, for every worker dismissed, a sum equal to six times the first month mobility allowance).
Japan	No special regulations.	No special costs specified.
Korea	No additional delays.	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".

	Delays before notice can start	Other special costs to employers
Luxembourg	Social plan must be finalised within 2 weeks, after which, individual notification can be given to workers after 75 days.	Type of negotiation: Once notification has been given, negotiations start on a social plan. Selection criteria/severance pay: The social plan typically contains internal and external reclassification measures and the amount of additional compensation payable.
Mexico	No special regulations for collective dismissal.	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.
Netherlands	30 days waiting period to allow for social plan negotiations (unless the social partners have agreed in writing to refrain from the waiting period).	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 for individual dismissals.
New Zealand	No special regulations for collective dismissal.	Type of negotiation required: No legal requirements apart from procedural fairness and consultation requirements. (Part of the review of the ERA involves looking at providing employment protection for employees where the work they are performing is contracted out, sold, or transferred to another business.) 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.
Norway	30 days waiting period after notification of employment service.	Type of negotiation required: Consultation on alternatives to redundancy and selection standards. Selection criteria: Accepted custom is by seniority, but recent case law gives more weight to business needs.
Poland	Information to trade union 20 days before implementation and notification of PES before start of notice period.	Type of negotiation required: Agreement to be reached with trade union on alternatives to redundancy and ways to mitigate the effects. Selection criteria: Law lays down union participation, but no specific selection criteria for dismissal. Severance pay: 1 month <2 years of service; 2 months <8 years; 3 months 8+ years.
Portugal	No additional delays	Type of negotiation required: Consultation on alternatives to redundancy, selection standards and ways to mitigate the effects. Note: The criteria for collective dismissal are less strict than for individual dismissal because collective dismissal without fault is possible without the need to retrain or transfer workers to another post and without priority rules based on tenure or occupation. No additional requirements.
Russian Federation	Employer must inform the trade union in writing three months prior to the dismissals taking effect.	No additional requirements.
Slovak Republic	Employer is obliged to discuss dismissals with trade union or employee representatives at the latest one month before the commencement of collective redundancies.	Type of negotiation required: Consultation with the relevant trade union body on alternatives to redundancy and measures for mitigating the adverse consequences of collective redundancies of employees. The competent trade union body may submit comments relating to collective redundancies to the National Labour Office. An employer shall negotiate with the National Labour Office such measures enabling prevention of collective dismissal or its limitation, in particular over: conditions for maintaining employment; possibilities of employing discharged employees with other employers; possibilities of discharged employees applying themselves at work in the event of their retraining.
Slovenia	Dismissal cannot take place until 30 days after notification of the employment service. The employment service may request that the deadline be extended to 60 days.	Type of negotiation required: The employer is bound to formulate a programme of worker redundancy that must be financially validated 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.

	Delays before notice can start	Other special costs to employers
South Africa	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. 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.	Type of negotiation: None required by law, although the negotiation of social plans is common in the public service or state enterprises.
Spain	Employer should apply for authorisation and open a period of consultation of 30 days (15 days in enterprises of less than 50 workers) with employee representatives. If this period ends with an agreement, the labour authority issues within 15 days a resolution authorising the expiry of the contracts. If no agreement has been reached, the resolution, issued within 15 days, will accept or reject the expiry of all of part of the contracts applied for.	Type of negotiation required: Consultation on grounds for labour force adjustment plan and no possible avoidance of reduction of their effects, as well as on the measures needed to alleviate their consequences for the affected workers and to allow for the continuity and feasibility of the business. Selection criteria: None, except for priority to legal representatives of employees.
Sweden	Waiting periods after notification of employment service are from 2 months (when 5-24 workers involved) to 6 months (when 100+ workers involved).	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. Selection criteria: Usually based on seniority within a job category, but deviations by collective agreement are possible.
Switzerland	Maximum 30 days waiting period.	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. Severance pay: No legal requirements, but often part of social plans.
Turkey	1 month waiting period starting from the notification to public authorities.	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.
United Kingdom	Dismissals may not take effect until 30 days after notifying BERR if 20-99 workers are involved, and 90 days when 100+ workers are involved.	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.
United States	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.	Type of negotiation required: No legal requirements. Selection criteria: As laid down in collective agreements or company manuals; usually seniority-based.