DETAILED DESCRIPTION OF EMPLOYMENT PROTECTION LEGISLATION, 2019

OECD COUNTRIES

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AUSTRALIA

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	An employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given (Fair Work Act, s.117(1) – all references are to this act, except when differently specified). Section 123 limits the scope of the above provision for regular employees in the case of serious misconduct. The FW Act does not establish a general obligation to provide reasons before any dismissal. However, this obligation is implied since notification to the employee is one of the criteria to be considered by the Fair Work Commission (FWC) when assessing whether dismissal was harsh, unjust or unreasonable (s.387). Also, among the factors taken into account in determining whether factors taken into account in determining whether : whether the employee was notified of the reason, whether the employee given opportunity to respond to reason related to capacity/conduct, whether warned of unsatisfactory performance if that's the ground of termination, Value (for EPL indicators): 1.25, average of: - personal reason: 2.5 = 1 for the reason to be provided + 1 for warning procedure itself + 0.5 for consultation of the employee - economic reason: 0 As of a certain number of dismissals (see Item 18): see item 19.
2: Delay involved before notice can start	Redundancy: written or oral notice with statement of reasons; Personal reasons: if disputed, fwa takes into account whether the employee was warned about unsatisfactory performance and given time to respond before dismissal. Calculation (for EPL indicators): 4 = average of redundancy (1 day) and personal reasons (6 days for warning + 1 day for notice) As of a certain number of dismissals (see Item 18): 10 days for consultations (see Item 20)
3: Length of notice period at different tenure durations (a)	All workers: 1w<1y, 2w<3y, 3w<5y, 4w>5y. These notice periods are increased by one week if employee is over 45 years old and has over 2 years continuous service. Notice periods may be increased through collective agreements, particularly in cases of redundancy (s.117 (3)). Calculation (for EPL indicators): 9 months tenure: 1week, 4 years tenure: 3 weeks, 20 years tenure: 4 weeks.
4: Severance pay at different tenure durations (a)	Redundancy pay under the Fair Work Act as prescribed by s119(2): 0<1y; 4w<2y; 6w<3y; 7w<4y; 8w<5y; 10w<6y; 11w<7y; 13w<8y; 14w<9y; 16w<10y; 12w>10y. No obligation to pay redundancy pay for an employee whose period of continuous service with the employer<12 months or where the employer is a small business employer (<15 employees) (s.121)

5: Definition of unfair dismissal (b)	Whether a dismissal is unfair is decided by the Fair Work Commission (which is the national workplace relations tribunal)(ss385, 390). An unfair dismissal occurs where an employee is dismissed, and i) the dismissal was harsh, unjust or unreasonable, and ii) the dismissal was not a case of genuine redundancy, and iii) the dismissal was not consistent with the Small Business Fair Dismissal Code, where the employee was employed by a small business. (A small business is a business that employs fewer than 15 employees.) (s.385). This phrase 'harsh, unjust or unreasonable' is not defined but factors taken into account in determining whether it applies are: whether there was a valid reason for the termination related to the capacity/conduct of the employee , whether the employee was notified of the reason, whether the employee given opportunity to respond to reason related to capacity/conduct, whether warned of unsatisfactory performance if that's the ground of termination, degree to which employer's business affects procedures, degree to which absence of dedicated HR people impacts on employer's procedures. Inability to perform the inherent requirements of the position (including for medical reasons) may be a valid reason for the termination of an employee. A person's dismissal is a 'genuine redundancy' if i) the person's employer no longer requires the person's job to be performed by anyone because of changes in the operational requirements of the employer's enterprise, and ii) the employer has complied with any obligation in a modern award or enterprise agreement that applied to the employment to consult about the redundancy. A person's redundancy is not a genuine redundancy if it would have been reasonable in all the circumstances for the person to be redeployed within the company or an associated entity of the company. This means that an employer cannot dismiss a worker on the basis of redundancy without first considering opportunities for redeployment. FW Act also contains a set of general protections against discriminatory or wrongful treatment which includes but is not limited to protection against dismissal on certain prohibited grounds. Prohibited grounds: marital status; pregnancy; maternity leave; family responsibilities; filing a complaint against the employer; temporary work injury or illness; race; colour; sex; sexual orientation; religion; political opinion; social origin; age; trade union membership and activities; disabilities; parental leave; adoption leave. If an employer can prove that the requirements of s.389 of the FW Act (relating to 'genuine redundancy') have been met, the FWC will have no jurisdiction to hear the unfair dismissal claim. However, if the requirements of s.389 of the FW Act have not been met, the Commission must determine if the dismissal was unfair. When the FWC is considering the elements of s 389, it is open to an employee to challenge the operational reasons provided by the employer.
6: Length of trial period (c)	Employees are eligible to make an application for unfair dismissal if they have completed the minimum employment period of: i) 1yr – where the employer is a small business (fewer than 15 employees); or ii) 6 months – where the employer is not a small business (s.382)
7: Compensation following unfair dismissal (d)	In addition to entitlements (that would have been) accrued until the end of notice period, FWA may award compensation for up to 26 week pay or half the amount of the 'high income threshold' (which was $123,000 as at 1 July 2012 [it is indexed annually], so $61,650), whichever is lesser. (s.392)
8: Reinstatement option for the employee following unfair dismissal (b)	Reinstatement is the preferred remedy if FWA is satisfied an employee was unfairly dismissed then it may order the employee's reinstatement together with continuity of service and lost remuneration. (FWA web site; and see ss390 and 391). However, reinstatement is typically granted in no more than 20% of the cases in which the dismissal is found harsh, unjust or unreasonable by FWA.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	21 days, but FWA may allow further period if it is satisfied that there are exceptional circumstances (s.366(1) and s.394(2), as amended by the Fair Work Amendment Act 2012).
10: Valid cases for use of standard fixed term contracts	No restrictions in legislation
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	Estimated 1.5 No legal limit specified; but risk that, upon continuous renewal, the courts will find that the primary purpose of the contract is to avoid termination laws.
12: Maximum cumulated duration of successive standard FTCs	No limit specified.
13: Types of work for which temporary work agency (TWA) employment is legal	General
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No.

15: Maximum cumulated duration of TWA assignments (f)	No limit.
16: Does the set-up of a TWA require authorisation or reporting obligations?	No
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Under Fair Work Act, such workers must receive at least the national minimum wage, minimum entitlements set out in the National Employment Standards and the relevant modern award or enterprise agreement relating to wages and working conditions.
18: Definition of collective dismissal (b)	Dismissal of 15 or more employees for reasons of an economic, technological, structural or similar nature, or for reasons including such reasons. (Fair Work Act, s.530). [Specific rules on notification and consultation in case of collective dismissal do not apply in relation to certain employees under s.534]
19: Additional notification requirements in cases of collective dismissal (g)	An employer is required to notify Centrelink in writing if the employer has decided to dismiss 15 or more employees for reasons of an economic, technological, structural or similar nature, or for reasons including such reasons. (s530(1)) The notice must be given as soon as practicable after the decision is made and before the employees are dismissed in accordance with the decision (s.530(3)). The employer also is obliged to notify or consult a registered employee association. (s.532(2)).
20: Additional delays involved in cases of collective dismissal (h)	No specific delay in Act or Regulations, but must go through consultation steps with relevant unions, including measures to avert the terminations, or minimise the terminations, and measures (such as finding alternative employment) to mitigate the adverse effect of the termination(s) (s.531(3)). Calculation (for EPL indicators): 10 days for consultations –1 days for item 2
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on alternatives to redundancy and selection standards. Selection criteria: Law requires fair basis of employee selection. Severance pay: No special regulations for collective dismissal.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	Yes
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	If the delegate determines that the person became unemployed due to a voluntary act or became unemployed because of misconduct, an unemployment non-payment period applies. This means that a participation payment is not payable to the person for 8 weeks. However, the preclusion period does not apply if the voluntary act was reasonable or if the work was unsuitable for the person.

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

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

AUSTRIA

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Notification first to Works Council (if one exists), then to employee. (Works councils covered 70% of employees in 2002 – source: EIRO). Firms with less than five employees are not required to establish a works council so there is no requirement to inform the works council of impending dismissals nor possibility for the works council to challenge unfair dismissals. In enterprises where works councils could be established but where the employees do not set up a works council, the requirement to notify the works council about dismissals is also waived. There is no need to specify the reasons for a dismissal without fault. (§ 105 Arbeitsverfassungsgesetz (ArbVG) Industrial Relations Act) Value (for EPL indicators): 1 (0.5 for the reason due to warning for personal reason + 0.5 for the warning procedure itself) As of a certain number of dismissals (see Item 18): see item 19.
2: Delay involved before notice can start	Maximum one week for Works Council to react. Notice can then be served, usually orally. (§ 105 Arbeitsverfassungsgesetz (ArbVG) Industrial Relations Act) Calculation (for EPL indicators): 1 day to notify Works Council + 7 days for response + 1 days for oral notification. As of a certain number of dismissals (see Item 18): 30 days waiting period (see Item 20)
3: Length of notice period at different tenure durations (a)	Blue collar: Usually 2 weeks (but ranging from 1 day in construction industry to 5 months in some collective agreements). White-collar: 6w<2y, 2m<5y, 3m<15y, 4m<25y, 5m>25y. Calculation (for EPL indicators): average of usual blue and white collar notice periods. (General Civil Code (Allgemeines Bürgerliches Gesetzbuch, ABGB) – blue-collar workers § 1159 ABGB; Salaried Employees' Act (Angestelltengesetz, AngG) - white-collar workers § 20 AngG).
4: Severance pay at different tenure durations (a)	The Employees' Income Provision Act (BMSVG) introduced a regulated severance pay scheme in Austria for all work contracts concluded after 31 December 2002, as well as to existing work contracts in force on 31 December 2002 provided that BMSVG applicability has been agreed upon for such individual contracts. Under the BMSVG, employers withhold a legally defined contribution from the monthly pay and transfer this contribution to the employees' chosen income provision fund. In the case of dismissal by the employer, an employee with at least three years of job tenure can chose between receiving his/her severance payment from the account, or saving the entitlement towards a future pension. If the employee quits or if job tenure is shorter than three years, no severance payment will be made but the balance of the account is carried over to the next employer. The amount of severance pay will depend on the capital accrued in the fund, the investment income earned and the capital guaranteed. (Company Staff and Self-Employment Pension Provision Act (BMSVG))

5: Definition of unfair dismissal (b)	Fair: dismissals for "serious reason", including non-performance or lack of competence, and for operational reasons or other business needs. In the case of dismissal for operation reasons, the court may examine whether dismissal was actually necessary or whether it would have been possible to transfer the worker to another post. Unfair: "socially unjustified" dismissals (which would affect the dismissed employee more unfavourably than other comparable employees of the company, or which would impair the interests of the employee to a greater degree than the interest of the firm in dissolving the employment relationship); and dismissals on inadmissible motive (e.g. discrimination, trade union activity or imminent military service). Employers intending to terminate older workers' contracts with job tenure greater than 2 years have to take social aspects into account if it appears to be difficult for such workers to get another job. (Trade Code 1859 (Gewerbeordnung) – blue-collar workers § 82; Salaried Employees' Act (Angestelltengesetz, AngG) - white-collar workers § 27 AngG; Industrial Relations Act (Arbeitsverfassungsgesetz) § 105-107; § 45a Arbeitsmarktförderungsgesetz (AMFG)) In the event of dismissal for operational reasons, only if there is a claim that the dismissal is socially unjust the court might take into account the operational need (economic reasons). This is the case when the employer is claiming operational needs as contra argument against the employees claim that the dismissal is socially unjustified. According to jurisprudence operational need justifies a dismissal if the employee cannot be employed in any other position in the company. A worse or changed economic situation can be used as a reason if this situation or/and restructuring has actually consequences for the concrete job position and the employee cannot be employed in a different position within the company (§ 105 ArbVG). In the event of a certain number of dismissals (see item 18) in firms with more than 20 employees, a social plan should be established.
6: Length of trial period (c)	Usually 1 month General Civil Code (Allgemeines Bürgerliches Gesetzbuch, ABGB) – blue-collar workers § 1158 par. 2 ABGB Salaried Employees' Act (Angestelltengesetz, AngG) - white-collar workers § 19 par. 2 AngG Vocational training (Apprenticeship) Act (Berufsausbildungsgesetz, BAG) § 15 par. 1 BAG The termination may be challenged in court if the dismissal is socially unjustified and the dismissed employee has already been employed for six months in the establishment or enterprise to which the establishment belongs (§ 105 ArbVG par. 3).
7: Compensation following unfair dismissal (d)	In the event of socially unjustified dismissal, the employee is entitled to compensation equal to earnings between the dismissal and the legal settlement of the case. Sums earned by the employee in the interim are set off against the award. Calculation (for EPL indicators): Typical compensation at 20 years tenure: 6 months. § 105 ArbVG
8: Reinstatement option for the employee following unfair dismissal (b)	The employee has the right to choose between reinstatement and compensation, although this option is rarely taken up by the employee concerned. § 105 ArbVG
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	If the works council does not comment on the dismissal, the employee himself/herself can challenge the dismissal in court within two weeks of receiving the notice. If the works council has expressly objected to the intend dismissal within one week, it may contest the dismissal in court within another week after having been informed that the notice has been served. If the works council refuses to do so, the dismissed employee himself/herself can challenge the dismissal within two weeks after the expiry of the period set for the works council. Calculation (for EPL indicators): 2/4 weeks minus average notice period (cf. item 3) § 105 ArbVG
10: Valid cases for use of standard fixed term contracts	No restrictions for first contract. General Civil Code (Allgemeines Bürgerliches Gesetzbuch, ABGB) – blue-collar workers § 1158 ABGB Salaried Employees' Act (Angestelltengesetz, AngG) - white-collar workers § 19 AngG
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	Estimated 1.5. A succession of fixed-term contracts will automatically result in an open-ended employment contract of indeterminate length unless objective or material reasons can be shown to justify the need to renew a fixed-term contract.
12: Maximum cumulated duration of successive standard FTCs	No limit specified.

13: Types of work for which temporary work agency (TWA) employment is legal	General, if the contract between the agency and the worker is open-ended but limited to "objective reasons" if it is of fixed duration. However, according to labour constitution law (Arbeitsverfassungsgesetz § 97 Abs 1 Z 1a) there is the possibility to regulate the extent of temporary work at the level of the user-company. In compliance with this law, assignments can be regulated by an enforceable company agreement. According to prevailing jurisprudence such a company agreement can contain regulations on the ratio of permanent staff to temporary workers and thereby limit the use of temporary workers at the user-company level. Temporary Agency Work Act (Arbeitskräfteüberlassungsgesetz) §1 Industrial Relations Act (Arbeitsverfassungsgesetz) § 97 par. 1 no. 1a
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	There are no restrictions that limit the number of assignments at one and the same worksite company. The number of fixed-term contracts between the TWA and the temporary workers is not restricted, if there are objective and justified reasons to establish fixed-term contracts (otherwise a succession of fixed-term TWA contracts will automatically result in an open-ended employment contract of indeterminate length unless objective or material reasons can be shown to justify the need to renew a fixed-term contract.). Temporary Agency Work Act (Arbeitskräfteüberlassungsgesetz) § 11 par. 2 no. 4
15: Maximum cumulated duration of TWA assignments (f)	The personnel leasing act puts no constraint on the duration of employment contracts or the duration of the assignments/leases.
16: Does the set-up of a TWA require authorisation or reporting obligations?	Requires special administrative authorisation as well as periodic reporting obligations. Trade Code (Gewerbeordnung 1994), in particular § 94 no. 72 Temporary Agency Work Act (Arbeitskräfteüberlassungsgesetz) § 13
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Regulations ensure equal treatment regarding pay as well as other working conditions. Temporary Agency Work Act (Arbeitskräfteüberlassungsgesetz) § 10
18: Definition of collective dismissal (b)	Within 30 days, 5+ workers in firms 20-99; 5%+ in firms 100-599; 30+ workers in firms>600; 5+ workers >50 years old. Firms with less than 20 employees are exempt from requirements for a certain number of dismissals.
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: General duty to inform the Works Council about changes affecting the business. Notification of public authorities: Notification of local employment office. Consultation on alternatives to redundancy and ways to mitigate the effects.
20: Additional delays involved in cases of collective dismissal (h)	30 days waiting period before first notice can become effective. Calculation (for EPL indicators): 30 days waiting period – 9 days for individual dismissal (item 2)
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on alternatives to redundancy and ways to mitigate the effects: social plan to be established in firms with >20 employees. Selection criteria: No criteria laid down by law. Severance pay: No legal requirements, but often part of social compensation plans.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No.
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	If the works council has expressly agreed to the intended termination, the termination may not be challenged for the reason that the dismissal is socially unjustified (§ 105 par. 6).
24: Pre-termination resolution mechanisms granting unemployment benefits	There are largely no restrictions to termination by mutual consent. The former employee would be eligible for unemployment benefit (no difference compared to dismissal). In case of resignation there is a 4 weeks waiting period, without cutback of benefits. (§ 11 Arbeitslosenversicherungsgesetz (AlVG)).

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

Notes:
a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.

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

BELGIUM

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Notification of employee by registered letter or written notification by bailiff's writ (= Huissier de justice – NB : extremely rare). Oral notification possible if the employer chooses severance pay in lieu of notice but only if the worker does not challenge the dismissal. (37 and 39 of the Act of 3 July 1978 regarding employment contracts). Reason dismissal needs to be provided under request of the employee (very frequent in practice) since 1 April 2014 (CCT n°109 du 12 février 2014 conclue au sein du Conseil national du travail, concernant la motivation du licenciement.(article 3)). It is not foreseen that the reasons can be modified once they have been communicated. As of a certain number of dismissals (see Item 18): see item 19.
2: Delay involved before notice can start	In the case of written notification: - the letter takes effect on the 3rd working day after dispatch, - the notice period for all workers (blue-collar and white-collar workers) starts on the 1st Monday following the week during which the notification by registered letter takes effect. (Articles 37 and 37/1 of the Act of 3 July 1978 regarding employment contracts)Calculation (for EPL indicators): average of blue collar and white collar workers: 3+3.5=6.5 days As of a certain number of dismissals (see Item 18): At least five 10 days for consultation between the 1st and the 2nd notification plus (30+60)/2 days on average following the 2nd notification (see Item 20).
3: Length of notice period at different tenure durations (a)	For both blue-collars and white-collars (Articles 67, 68 et 69 de la loi du 26 décembre 2013 concernant l'introduction d'un statut unique entre ouvriers et employés en ce qui concerne les délais de préavis et le jour de carence ainsi que de mesures d'accompagnement): Severance 9 months : 1.62 months (= 7 weeks) Severance 4 years : 3.46 months (= 15 weeks) Severance 20 years: 14.31 months (= 62 weeks) Values: average of cases with and without (=0) notice: Value 9 months: 0.81months Value 4 years: 1.73 months Value 20 years: 7.16 months

4: Severance pay at different tenure durations (a)	In the event of dismissal without a notice period, severance pay depends on the length of the notice period that should have been observed. For example, if the notice period is 3 months, severance pay shall be equivalent to 3 months' salary. Values: average of cases with (=0) and without (=equivalent of notice) notice (Article 39 of the Act of 3 July 1978 regarding employment contracts) Value 9 months: 0.81 Value 4 years: 1.73 Value 20 years: 7.16 As of a certain number of dismissals (see Item 18): The workers covered by this agreement receive, in addition to the unemployment benefits to which they are entitled, an "indemnity due in the event of collective dismissal" payable by their employer. The amount of this indemnity is equal to half the difference between the net reference pay and the unemployment benefits to which these workers are entitled. The net reference remuneration is equal to the gross monthly remuneration capped at EUR 3,406.00 (as at 1 September 2018) and reduced by the personal social security contribution and tax withholding. Concerning the calculation of the gross monthly remuneration (Article 10 of the C.C.T. No. 10), the indemnity is due for a period of 4 months starting on the day following the termination of the employment contract or, possibly, on the day following the end of the period covered by a termination indemnity. However, when the notice period from which the employee benefits is longer than three months or when the termination indemnity corresponds to a notice period of more than three months, the four-month period is reduced by the length of the notice period beyond the third month. For a replacement rate = 65%, 9 months: 1.51 (=0.5*0.35*4 + 0.81 (individual case)) 4 years: 2.43 (=0.5*0.35*4 + 1.73) 20 years: 7.76 (=0 + 7.16)
5: Definition of unfair dismissal (b)	Since 1 April 2014, "patently unreasonable dismissals" include dismissals based on grounds that : - have no connection with the worker's ability or conduct, - are not based on the operational requirements of the enterprise, establishment or service, - would never have been decided by a reasonable employer. The judges can only question whether the dismissal for economic reasons is patently reasonable, they cannot question management practices. (CCT n°109 du 12 février 2014 conclue au sein du Conseil national du travail, concernant la motivation du licenciement.(chapitre IV)). A general outplacement regime has been introduced for workers made redundant as of 1 January 2014 (articles 11/1 à 18/2 de la loi du 5 septembre 2001 visant à améliorer le taux d'emploi des travailleurs (insérés par la loi du 23 décembre 2013)). Since 1 December 2016, the legislator has introduced a special procedure applicable to workers who are unable to work as a result of a long-term illness (adapted workstation - medical half-time). (Chapitre VI (articles I.4-72 à I.4-82) du Code sur le bien-être au travail, livre I, titre 4: Mesures relatives à la surveillance de la santé de travailleurs) As of a certain number of dismissals (see Item 18): Unfair collective dismissals do not exist, but civil sanctions have been established to neutralise the effects of dismissal if the information and consultation procedure has not been respected. The Labour Court is competent to judge whether the consultation and information procedures have been properly carried out. In order to challenge the dismissals, the judge may not rely on any other argument (Articles 66 à 69 de la loi du 13 février 1998 portant des dispositions en faveur de l'emploi). Criteria for the selection of workers to be dismissed based on the principle of equal distribution of redundancies among age groups (Law of 29 March 2012, Titre 9, chapitre 4, art. 63).
6: Length of trial period (c)	The trial period clause has been supressed for open-ended employment contracts by the law of 26 December 2013 (see Articles 28, 41, 49, 55 and 58)

7: Compensation following unfair dismissal (d)	If the dismissal is found to be manifestly unreasonable, the employer may be ordered to pay compensation equivalent to a minimum of three weeks' and a maximum of 17 weeks' pay. The amount of compensation depends on the gradation of the manifest unreasonableness. Seniority is not taken into account. This compensation may be cumulated with the fine for failure to comply with the statement of reasons. On the other hand, it cannot be combined with an indemnity that would be due by the employer in the event of termination of the employment contract, with the exception of the following indemnities: compensation in lieu of notice, non-competition indemnity, eviction indemnity or indemnity in addition to social benefits. There is also no cumulation possible with the indemnity for protection against dismissal. (CCT n°109 du 12 février 2014 conclue au sein du Conseil national du travail, concernant la motivation du licenciement) Calculation: 3.12 months (=average of mean (average of minimum – 3 weeks – and maximum – 17 weeks) and maximum compensation (17 weeks)) As of a certain number of dismissals (see Item 18): 0.25 = average of: - Dismissal with notice: 0 (the employment relationship continues) - Dismissal with severance pay: 15 days (assuming the employer never choses reinstatement) = 60 days minus the delay between notification to the administration and dismissal = 60-45 (on average, see Item 20)
8: Reinstatement option for the employee following unfair dismissal (b)	There is no right to reinstatement. As of a certain number of dismissals (see Item 18)(Articles 68 et 69 de la loi du 13 février 1998): - Dismissal with notice: no reinstatement, as the employment relationship continues in case of complaints - Dismissal with severance pay: the employer can chose to pay the compensation instead of reinstatement
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	The time limit for making a claim of unfair dismissal is 1 year from the date at which the contract is terminated. (Article 15 of the Act of 3 July 1978 regarding employment contracts) As of a certain number of dismissals (see Item 18): Within 30 days from the date of dismissal or from the date on which the dismissals became a collective dismissal, the employee may individually contest compliance with the information and consultation procedure.
10: Valid cases for use of standard fixed term contracts	Fixed-term contracts (FTCs) are permitted without specifying an objective reason. (Article 7 of the Act of 3 July 1978 regarding employment contracts)
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No maximum number if these successive FTCs can be justified by the nature of the work or other legitimate reasons. If no justification can be given as to the nature of the work or other legitimate reasons: 4 successive FTCs, of a minimum duration of 3 months and total duration of two years or, 6 contracts with the authorisation of the Labour Inspectorate (Inspection des lois sociales), for a maximum total duration of 3 years with contracts of a minimum of 6 months. With legitimate reasons: no maximum number, but assessed by employment tribunals. (Articles 10 and 10 bis of the Act of 3 July 1978 regarding employment contracts) Calculation: 4 (average with/without authorisation of the Labour Inspectorate)
12: Maximum cumulated duration of successive standard FTCs	Unlimited for the first contract. In the case of successive FTCs not justified by the nature of the work or other legitimate reasons: 2 years (or 3 years with the authorisation of the Labour Inspectorate). If these successive FTCs are justified by the nature of the work or other legitimate reasons: no maximum cumulated duration. (Articles 10 and 10 bis of the Act of 3 July 1978 regarding employment contracts)
13: Types of work for which temporary work agency (TWA) employment is legal	Use of services of temporary work agencies (TWA): temporary replacement of a permanent employee; temporary increase in workload; work of an exceptional nature; hiring out of a temporary agency worker to a user for permanent employment (=insertion); provision of artistic services and/or the production of artistic works on behalf of an employer or an occasional user; employment as part of a work placement plan ("trajet de mise au travail") approved by the region for long-term unemployed people and beneficiaries of financial social assistance (Article 1 of the Act of 24 July 1987 on temporary work, temporary agency work and hiring out of workers for the benefit of users)
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	Authorisation procedures and time limits on the use of temporary employment (assignments). No particular restrictions with regard to the contract between the TWA and the worker.

15: Maximum cumulated duration of TWA assignments (f)	Replacement of a worker: 6 months, can be renewed once up to a maximum of 12 months or for the length of time that the employment contract of the worker being replaced is suspended. Temporary increase in workload: 18 months or more (to be negotiated with trade union representatives) Work of an exceptional nature: 3 months (except for certain specific cases: 7 days or 12 months) Hiring out of a temporary agency worker to a user for permanent employment (=insertion): 6 months per worker; and 9 months per vacant post to be considered. There are no restrictions for the duration of successive contracts between the TWA and workers. Calculation: 10.5 (=12+18+3+9)/4
16: Does the set-up of a TWA require authorisation or reporting obligations?	Authorisation from regional authorities is required for the setting up of a TWA.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Yes (Articles 10, 10 bis and 19 of the Act of 24 July 1987 on temporary work, temporary agency work and hiring out of workers for the benefit of users)
18: Definition of collective dismissal (b)	Dismissal is collective when it affects: 1. firms with more than 20 workers 2. and is deployed over a period of at least 60 days: 10 workers in firms with between 21 and 99 employees; 10% of employees in firms with between 100 and 299 workers; 30 employees in firms with 300 and more workers.
19: Additional notification requirements in cases of collective dismissal (g)	Collective dismissal requires 2 notifications: 1st notification: Notification to staff representatives: duty to notify and consult with the works council, trade union delegates and staff representatives. This notification must also be sent to the public authorities: to the Director of the Sub-Regional Employment Service (Directeur du service subrégional de l'emploi) and the Chairman of the Executive Committee of the Federal Public Service, Employment, Labour and Social Dialogue (Président du Comité de Direction du Service public fédéral Emploi, Travail et concertation sociale). Consultation with staff representatives on solutions other than redundancies and on how to mitigate the negative effects of dismissals. 2nd notification: once the consultation procedure is completed, a new notification must be sent to the above-mentioned public authorities detailing the planned redundancies (number of workers to be dismissed, category, etc.) with a copy sent to staff representatives. In the event of dismissal with notice, in case of comments from the workers' representatives and subsequent complaint by a dismissed worker, notice is interrupted, and the employment relationship continues. (C.C.T. n° 24). Value C1N: 3.25 (average of cases with severance pay (3) and notice (3.5)
20: Additional delays involved in cases of collective dismissal (h)	Redundancies are prohibited during the 30 days following the 2nd notification (notification to the Sub-Regional Employment Service). This period can be reduced or extended up to a maximum of 60 days on the decision of the Director of the Sub-Regional Employment Service. Staff representatives have a period of 30 days from the second notification during which they can claim that certain points concerning the information and consultation procedure have not been respected. (C.C.T. n° 24). Calculation (for EPL indicators): At least 10 days for consultation between the 1st and the 2nd notification plus (30+60)/2 days on average following the 2nd notification. – 6.5 days for individual dismissals
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation with staff representatives on solutions other than redundancies and on how to mitigate the negative effects of dismissals. A voluntary social plan may be introduced but there is no legal obligation. However, the employer is required to set up an "employment cell" and provide outplacement services to workers. Compensation for collective dismissal: compensation will vary according to the duration of the notice period. The longer the notice period, the lower the compensation.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No As of a certain number of dismissals (see Item 18): In the absence of comments from workers' representatives (which should be made in the period prior to the dismissal), the employer can proceed with collective redundancies without the risk of being challenged (C.C.T. n° 24).

24: Pre-termination resolution mechanisms granting unemployment benefits	A worker who leaves a job without proper reason can be temporarily excluded from receiving benefits for a period of 4-52 weeks. The length of the sanction is decided on a case-by-case basis taking a number of factors into account (e.g. type of employment contract; relations with employer; personal circumstances). In place of a sanction, the unemployed can be issued with a warning in extenuating circumstances if in the two preceding years, no similar event giving rise to an exclusion occurred. The sanction can be a total loss of rights to benefits if it can be shown that the worker left the job with the deliberate intention of receiving unemployment benefits. According to sanction statistics, the typical sanction lasts between 5-13 weeks.

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

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

CANADA

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Written or oral notification (without reason) to the employee or, sometimes, to the employee's representative (union). Warning procedure in Quebec only. Federal: Canada Labour Code, Section 241(1) Alberta: Section 56 of the Employment Standards Code British Columbia: Section 63 of the Employment Standards Act Ontario: Section 54 and 57 of the Employment Standards Act Quebec: Section 82 of the Act respecting labour standards Value (for EPL indicators): 0.28 (1 for Quebec (warning for personal reason: 0.5 for reason + 0.5 for warning itself), 0 for the other provinces) As of a certain number of dismissals (see Item 18): see item 19.
2: Delay involved before notice can start	Written or oral notification. As of a certain number of dismissals (see Item 18): 3.15 days (=1 as for individual dismissal + 10*(0.28+0.15)*0.5 for possible joint committees in British Columbia and Quebec) (see Item 20).
3: Length of notice period at different tenure durations (a)	Varies depending on the jurisdiction. No notice of termination required if the employee has been dismissed for just cause. In all cases, an employee must have completed a minimum period of service in order to be entitled to notice. Notice can be exchanged for termination pay. Federal jurisdiction: 2 weeks. Ontario: 1w<1y; 2w<3y; 3w<4y; 4w<5y, up to 8w>8y.. Québec: 1w<1y; 2w<5y; 4w<10y; 8w>10y. British Columbia: 1w<1y; 2w<3y; 3w<4y; 4w<5y, up to 8w>8y. Alberta: 1w<2y; 2w<4y; 4w<6y; 5w<8y, 6w<10y, 8w>10y. Calculation (for EPL indicators): Weighted average over Quebec (0.28), Ontario (0.45), Alberta (0.11) and BC (0.15). Weights depend on the relative size of each jurisdiction in terms of working-age population. Overall these 4 jurisdictions represent more than 85% of the working-age population in Canada. On average: 9 months tenure: 1 week, 4 years tenure: 3.4 weeks, 20 years tenure: 8 weeks. As of a certain number of dismissals (see Item 18): 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. Minimum and maximum notice in the case of collective dismissals for the four largest provinces is 8-16 weeks in Ontario and Quebec, 4 weeks in Alberta and 8-16 weeks in British Columbia (Art. 58, Ontario's Employment Standards Act, Sec. 137 Alberta's Employment Standards Code, Art. 64 British Columbia's Employment Standards Act and Art. 84.0.4 Quebec's Lois sur le Normes du Travail / Act Respecting Labour Standards). In British Columbia an employee must be given notice of individual termination in addition to a notice of collective dismissal (the two notice periods are consecutive, not concurrent). However, in Ontario, Alberta and Quebec, notice of collective dismissal can be concurrent with individual notification. Federal: Section 230 of the Canada Labour Code Alberta: Section 56 of the Employment Standards Code British Columbia: Section 63(3) of the Employment Standards Act Ontario: Section 57 of the Employment Standards Act Quebec: Section 82 of the Act respecting labour standards Calculation (for EPL indicators): weighted average of mean weeks of notice for four largest provinces. In the case of Alberta, Quebec and Ontario, where individual and collective notifications may be concurrent, individual notice periods (at 4 years tenure) are subtracted (that is 4 weeks in Ontario and Alberta and 2 weeks in Quebec, cf. Item 3): 0.45*(12)+ 0.28*(12)+0.11*(4)+(12+4)*0.15

4: Severance pay at different tenure durations (a)	Federal jurisdiction: 0<12m, after which 2 days for each year of tenure, but with a minimum of 5 days. 9 months tenure: 0, 4 years tenure: 8 days, 20 years tenure: 40 days. Ontario: for workers who have completed at least five years of service, 1w per year of service, up to 26w maximum, if tenure >5y, and if in a firm with a payroll of $ 2.5 million or more. 9 months tenure: 0, 4 years tenure: 0, 20 years tenure: 20 weeks. Other jurisdictions: no legislated severance pay. Federal: Canada Labour Code, Section 235(1) and Section 230(1) Ontario: Sections 64 and 65 of the Employment Standards Act Calculation (for EPL indicators): Weighted average over Quebec (0.28), Ontario (0.45), Alberta (0.11) and BC (0.15). Weights depend on the relative size of each jurisdiction in terms of working-age population. Overall these 4 jurisdictions represent more than 85% of the working-age population in Canada. On average: 9 months tenure: 0, 4 years tenure: 0 weeks, 20 years tenure: 9 weeks.
5: Definition of unfair dismissal (b)	Prohibited dismissals: Dismissals are prohibited if they are based on a prohibited ground of discrimination (e.g., sex, race, disability, religion, sexual orientation), pregnancy, garnishment proceedings, or the exercise by an employee of a right under human rights or labour statutes (e.g., employment standards, occupational safety and health and labour relations legislation). Unjust dismissal: Legislation in three jurisdictions contains "unjust dismissal" provisions, whereby an employee who meets specific eligibility requirements (e.g., minimum length of service) may not be dismissed unless specific conditions are met: • Federal jurisdiction: a person employed for more than 12 months and who is not covered by a collective agreement may seek recourse against what he/she considers an unjust dismissal, unless laid off due to lack of work or the discontinuance of a function. • Quebec: an employee with two years or more of uninterrupted service in the same enterprise may not be dismissed without "good and sufficient reason". As dismissal is an extreme measure; it must only be imposed when all other solutions have been exhausted. • 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. As of a certain number of dismissals (see Item 18): adjustment programs on request in British Columbia and Quebec. Federal: Sections 221, 240, 242(3.1) and Division IX of the Canada Labour Code Alberta: Section 125 of the Employment Standards Code British Columbia: Section 71 of the Employment Standards Act, Prohibited grounds of discrimination come from BC Human Rights Code Ontario: Prohibited grounds of discrimination come from Ontario Human Rights Code Quebec: Section 124 and Division III of the Act respecting labour standards
6: Length of trial period (c)	An employee must have completed a minimum period of service in order to be entitled to notice (typically 3 months, except in Manitoba - 30 days - and in New Brunswick, Prince Edward Island and Yukon - 6 months). By contrast, the minimum period of service required to be covered by unjust dismissal provisions is typically longer in the three jurisdictions where legislation specify them (24 months in Quebec, 12 months under the Federal jurisdiction and 10 years in Nova Scotia). However, in all other jurisdictions, legislation does not contain "unjust dismissal" provisions. Federal: Sections 230(1) and 240(1)(a) of the Canada Labour Code Alberta: Section 54 of the Employment Standards Code British Columbia: Section 63 of the Employment Standards Act Ontario: Section 54 of the Employment Standards Act Quebec: Sections 82 and 124 of the Act respecting labour standards

7: Compensation following unfair dismissal (d)	It varies. Employees discharged on prohibited grounds are entitled to compensation for wages and benefits lost by reason of the dismissal. Some statutes also provide that additional compensation may be ordered for pain and suffering or as punitive damages where an employer has engaged wilfully or recklessly in unlawful practices. Federal: Section 242(4) of the Canada Labour Code Alberta: Section 89 of the Employment Standards Code British Columbia: Prohibited grounds of discrimination come from BC Human Rights Code; remedies come from section 37 of the BC Human Rights Code Ontario: Prohibited grounds of discrimination come from Ontario Human Rights Code; remedies come from Section 45.2(1) of the Human Rights Code Québec: Section 128 of the Act respecting labour standards
8: Reinstatement option for the employee following unfair dismissal (b)	Depending on the circumstances of a case, an employer may be ordered to reinstate an employee. Federal: Canada Labour Code, Section 242(4)(b) Alberta: Section 89 of the Employment Standards Code British Columbia: Section 37 of the BC Human Rights Code Ontario: Section 45.2(1) of the Human Rights Code Quebec: Section 128 of the Act respecting labour standards
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	It varies. With respect to unjust dismissal provisions, a complaint must be filed within the following time period after dismissal: 90 days in the federal jurisdiction; 45 days in Quebec; 6 months in Nova Scotia. In Alberta, British Columbia and Ontario, there is no recourse against unfair dismissal. [Note: an employee in other provinces can file a complaint within 6 months (2 years in Ontario) with the Director of Employment Standards if they believe their dismissal was in contravention of the Employment Standards Code (e.g. if they were dismissed because they requested maternity or parental leave).] Calculation (for EPL indicators): Weighted average over Quebec (0.28), Ontario (0.45), Alberta (0.11) and BC (0.15). Weights depend on the relative size of each jurisdiction in terms of working-age population. Overall these 4 jurisdictions represent more than 85% of the working-age population in Canada. Federal: Section 240(2) of the Canada Labour Code Alberta: Section 82(2) of the Employment Standards Code British Columbia: Section 74(3) of the Employment Standards Act Ontario: Section 96(3) of the Employment Standards Act Quebec: Section 124 of the Act respecting labour standards
10: Valid cases for use of standard fixed term contracts	No restrictions
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limit
12: Maximum cumulated duration of successive standard FTCs	No limit
13: Types of work for which temporary work agency (TWA) employment is legal	General
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No
15: Maximum cumulated duration of TWA assignments (f)	No limit

16: Does the set-up of a TWA require authorisation or reporting obligations?	Requirements vary across jurisdictions. In Alberta, British Columbia, Manitoba, Yukon, Nunavut and the Northwest Territories, the owner of an employment agency is required to hold a licence (a certificate of registration in Yukon) in order to operate. Specific record-keeping requirements apply to employment agencies in Alberta, British Columbia, Manitoba and in the Northwest territories and Nunavut. In Yukon, such agencies must provide a statistical statement and financial report every year. There are no authorisations or reporting requirements in the federal jurisdiction, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, Quebec or Saskatchewan. Provinces that require special administrative authorisation for TWAs account for less than a third of the Canadian workforce. In most cases, TWAs do not face particular legal constraints. Calculation (for EPL indicators): (0.11+0.15) * 1 for special administrative authorisation.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	No Québec: Yes – Bill 176, an Act to amend the Act respecting labour standards and other legislative provisions mainly to facilitate family-work balance (assented to in June 2018) prohibits employers from setting different wage rates fixed solely on the basis of the employment status of employees. In addition, it prohibits a temporary help agency from remunerating an employee at a lower rate of wage than that ranted to employees of the client company who perform the same tasks. These provisions of the Act came into force in June 2018 (Section 41.2 of the Act respecting labour standards.) Québec: Section 41.2 of the Act respecting labour standards. Calculation: 0.28 (=0.28*1+0.72*0)
18: Definition of collective dismissal (b)	It varies (note: in some statutes, a collective dismissal is deemed to occur only if a set number of employees are discharged in a "single location" or in one "establishment".) Federal jurisdiction, Alberta, Manitoba, Newfoundland and Labrador: dismissal of 50 employees or more in 4-week period. Ontario: dismissal of 50 employees or more in 4-week period, (a) representing more than 10% of employees at an establishment or (b) where the termination is caused by the permanent discontinuance of part or all of the employer's business at an establishment. British Columbia: dismissal of 50 employees or more in 2-month period. Northwest Territories, Nunavut, Yukon: 25 employees or more in 4-week period. Nova Scotia, Saskatchewan: 10 employees or more in 4-week period. Quebec: 10 employees or more in 2-month period (some exceptions). New Brunswick: more than 10 employees in 4-week period, representing at least 25% of employer's workforce. Prince Edward Island: no collective dismissal provisions. Federal: Section 212(1) of the Canada Labour Code Alberta: Section 137(1) of the Employment Standards Act British Columbia: Section 64 of the Employment Standards Act Ontario: Section 58(1) of the Employment Standards Act Quebec: Section 84 of the Act respecting labour standards Calculation (for EPL indicators): Weighted average of the values for Alberta, British Columbia, Ontario and Quebec

19: Additional notification requirements in cases of collective dismissal (g)	Notice to employees: in seven jurisdictions, the notice that must be given to each employee affected by a collective dismissal is normally longer than for an individual termination of employment. Depending on the number of employees dismissed, notice ranges from 4 to 12 weeks in Saskatchewan; 8 to 16 weeks in British Columbia, Newfoundland and Labrador, Nova Scotia, Ontario and Quebec; 10 to 18 weeks in Manitoba; 4 to 16 weeks in the Northwest Territories, Nunavut and Yukon; 4 weeks in Alberta and 6 weeks in New Brunswick. Moreover, in British Columbia an employee must be given notice of individual termination in addition to a notice of collective dismissal (the two notice periods are consecutive, not concurrent). Notice to public authorities: in all jurisdictions (except Prince Edward Island), the employer must notify the competent labour authorities (e.g., Minister of Labour). Notice to trade union: a copy of the notice must be given to the bargaining agent of each affected employee in the federal jurisdiction, British Columbia, Manitoba, New Brunswick, Quebec and Saskatchewan. Posting of notice: in some jurisdictions, a collective dismissal notice must also be posted in conspicuous places in the workplace. 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. Federal: Section 212 of the Canada Labour Code Alberta: Section 137 of the Employment Standards Code British Columbia: Section 64 of the Employment Standards Act Ontario: Section 58 of the Employment Standards Act Quebec: Section 84 of the Act respecting labour standards
20: Additional delays involved in cases of collective dismissal (h)	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. Minimum and maximum notice in the case of collective dismissals for the four largest provinces is 8-16 weeks in Ontario and Quebec, 4 weeks in Alberta and 8-16 weeks in British Columbia (Art. 58, Ontario's Employment Standards Act, Sec. 137 Alberta's Employment Standards Code, Art. 64 British Columbia's Employment Standards Act and Art. 84.0.4 Quebec's Lois sur le Normes du Travail / Act Respecting Labour Standards). In British Columbia an employee must be given notice of individual termination in addition to a notice of collective dismissal (the two notice periods are consecutive, not concurrent). However, in Ontario, Alberta and Quebec, notice of collective dismissal can be concurrent with individual notification. Federal: Section 212 and 230 of the Canada Labour Code Alberta: Section 56 and 137 of the Employment Standards Code British Columbia: Section 63(3) and 64 of the Employment Standards Act Ontario: Section 57 and 58 of the Employment Standards Act Quebec: Section 82 and 84 of the Act respecting labour standards Calculation (for EPL indicators): weighted average of mean weeks of notice for four largest provinces. In the case of Alberta, Quebec and Ontario, where individual and collective notifications may be concurrent, individual notice periods (at 4 years tenure) are subtracted (that is 4 weeks in Ontario and Alberta and 2 weeks in Quebec, cf. Item 3): 0.45*(12-4)+ 0.28*(12-2)+0.11*(4-4)+12*0.15 + 10*(0.28+0.15)*0.5 (for the possible joint committee) = 55.15 days.

21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: In 4 jurisdictions, an employer who intends to proceed with a collective dismissal is required (federal jurisdiction) or may be required (British Columbia, Manitoba, Quebec) to establish a joint committee to develop an adjustment program aimed at minimizing the number and impact of job losses and assisting affected workers in finding new employment. In Quebec, an employer may also be required to make a financial contribution to the operating costs of the committee and its reclassification activities. This is obligatory in the federal jurisdiction. The obligation to establish a joint committee under federal law can be waived by the Minister of Labour. Selection criteria: As laid down in any collective agreements. Severance pay: No additional severance pay obligations if notice requirements for collective dismissal are met. However, in Ontario, severance pay (cf. Item 4) must also be paid to employees where the employment of 50 or more employees is severed in a six-month period as a result of a permanent discontinuance of all or part of the employer's business at an establishment (independently of the payroll size of the firm). Federal: Section 214 of the Canada Labour Code British Columbia: Section 71 of the Employment Standards Act Quebec: Section 84.0.9 of the Act respecting labour standards Calculations: 0.28*1.5+0.15*0.5 (severance pay in Quebec + adjustment program on request in Quebec & British Columbia)
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	Workers who voluntarily leave their jobs without just cause may not be entitled to receive characterized employment benefits. Regarding termination via mutual agreement, whether or not the employee received Employment Insurance benefits would depend on the facts of the case (i.e. the way the employer the separation on the Record of Employment form and in conversations with Service Canada personnel). Federal: Section 30(1) of the Employment Insurance Act

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

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

CHILE

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	A written dismissal letter is always mandatory. This letter must state the legal cause of termination and the facts supporting such cause. This letter must be either handed directly to the employee or sent as registered letter to the employee's domicile. A copy of such letter must be sent to the competent Labour Inspection within 3 working days as of the date of termination. The termination letter plays a key role in determining whether a dismissal is or not wrongful. In this regard, the employer is strictly bound by the statements made in the termination letter since, in the case the employee challenges the termination before a court for wrongful dismissal, the employer has the burden of proof of the veracity of the facts stated in the termination letter, not being allowed to claim any different facts supporting his/her dismissal decision. Once the employer submits the dismissal letter, neither the employee nor the employer are allowed to unilaterally change the ground of termination nor the facts described therein. The foregoing can only be changed by mutual agreement of the parties or by resolution issued by a Labour Court. As of a certain number of dismissals (see Item 18): see item 19.
2: Delay involved before notice can start	The notification letter must be either handed directly to the employee or sent as registered letter to the employee's domicile, within within 3 working days as of the date of termination. Calculation (for EPL indicators): average of 1 day for verbal notice and 3 days for registered letter.
3: Length of notice period at different tenure durations (a)	The employee must be given a 30-day notice, or payment in lieu of notice of one month's salary. The last monthly salary on which the payment in lieu of prior notice is based has a statutory cap of 90 "monetary indexed units" (At the end of 2012, about US$ 4,280 - this unit is adjusted daily to inflation by the Chilean government. At the end of 2012 1 monetary indexed unit is equivalent to approximately US$48), except if modified by the parties by mutual agreement. Calculation (for EPL indicators): 0.5 months (average of cases with notice or severance payment).
4: Severance pay at different tenure durations (a)	Employees with at least one year of continuous service shall receive severance pay equivalent to 30 days of employee´s last monthly salary per year of service and fraction higher than six months (Articles 162 and 172 of the Labour Code).. Notwithstanding the latter, this severance is subject to two statutory limits: a.- The last monthly salary on which the severance pay is based is capped at 90 "monetary indexed units" (currently US$ 4,280 approx.). b.- The seniority is capped at 330 days (11 years). However, this limit is not applicable to employees hired before August 14th, 1981. These caps may be modified by the parties by mutual agreement. However, the employer's contribution to the worker's individual unemployment insurance saving account, plus the yield of this account minus all applicable fees, may be deducted from the severance pay. In practice, this implies a deduction of 20% from severance payments due in the case of dismissal. Article 13 of Law N° 19.728 (which establishes the Unemployment Insurance) contains the provision which allows employers to make the aforementioned deduction, which is restricted only to terminations made on the grounds set out in article 161 of the Labour Code (i.e. economic reasons and dismissal at will).

5: Definition of unfair dismissal (b)	The Labour Code permits an employer to dismiss an employee without fault. According to the position held by the employee, the understanding of "termination without fault" could be tailored under two venues: (i) for business necessities or economic redundancy ("necesidades de la empresa") and (ii) dismissal at will ("desahucio escrito del empleador"). Dismissal for personal reasons (i.e. insufficient performance, unsuitability for medical reasons, unsuitability for other reasons) is not allowed under Chilean labour legislation (Articles 159 to 161 of the Labour Code). Firstly, dismissal based on business necessities or economic redundancy is generally applicable to employees in general. It does not mean that the employer is entitled to determine them at his sole discretion, but means that the dismissal must be justified by financial or economic circumstances that make the termination of the employee's contract unavoidable. Furthermore, court practice tends to be more restrictive since courts usually require that the economic justification be based on objective situations that cannot be attributed to the responsibility of the employer and meet a general situation of crisis for the whole company and not for a branch alone. Secondly, dismissal at will is only applicable to employees who bear at least general authority management, such as managers, assistant managers, attorneys and agents, as well as domestic workers. This reason requires the mere written notice of termination. Labour Courts (judges) must interpret evidence provided by the parties and rule according to healthy criticism rules ("sana crítica"). The latter criterion provides judges with a wide degree of freedom for determining whether a dismissal is justified/lawful or not. In this regard, judges can question the operational need of the dismissal (in fact, this is what they often do). In said case, employers will be obliged to prove the soundness of their decision (i.e. that the dismissal was necessary for the stability and continuity of the firm). Considering court practice, when assessing dismissals based on economic reasons (i.e. article 161 Labour Code) the following should be noted: - Immediate employee replacement is often considered 'unjustified' by labour courts. - Collective dismissals may enhance the soundness of the employer's decision, in so far as to provide context to the dismissal. - It is important to have objective information to support the employer's decision.
6: Length of trial period (c)	No trial period is admitted in legislation (except for domestic workers).
7: Compensation following unfair dismissal (d)	In the event of wrongful dismissal of permanent regular workers, the current legal framework envisages two options in challenging such dismissal: 1.- If the dismissal was based by the employer on economic reasons and this was eventually wrongful, the additional compensation the Court can award is a 30%-surcharge over the employee´s severance pay. 2.- If the dismissal was not based on any cause, or was based by the employer on reasons other than economic reasons or redundancy (e.g., employee´s serious breach of the obligations) and this was eventually wrongful, the employee is entitled to a payment in lieu of notice of one monthly salary. Also, the employee is entitled to his/her severance pay, including an additional surcharge varying from 50% to 100% over the employee´s severance pay. Higher compensation is possible if termination is in fact based on discriminatory grounds. Calculation (for EPL indicators): Typical compensation at 20 years of tenure: average of 65% x 11 months' severance pay = 7.2 months.

8: Reinstatement option for the employee following unfair dismissal (b)	Reinstatement is available to permanent employees who were dismissed without fault while being under medical leave. It also applies to employees who have dismissal protection privilege ("fuero"). Dismissal protection privilege is granted by law to those employees in situations that may imply a vulnerable condition for keeping their employment (e.g. pregnancy, maternity leave, union representation).This privilege means that employer is prevented from dismissing permanent employees bearing such capacity without prior judicial authorization based on employee´s fault. Moreover, the Labour Protection Procedure sets forth the prohibition of termination based o discriminatory grounds (eg. union activity, social extraction, sex). In general, if dismissal is deemed as "seriously discriminatory" by the Court, the employee may choose between either compensation or reinstatement. Similarly, in case of wrongful dismissal based on anti-union practices of employees who do not have dismissal protection privilege in virtue of union activity (e.g. union representatives, employees involved in collective bargaining), the employee may choose between either compensation or his/her reinstatement. In case of wrongful dismissal based on anti-union practices of employees who have dismissal protection privilege in virtue of union activity (e.g. union representatives, employees involved in collective bargaining), reinstatement is the only available remedy. All these alternatives allow employees to claim the amounts the employee did not receive during the period of undue separation.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	Employees may lodge a complaint for wrongful dismissal before Labour Courts within 60 working days as of the date of effective termination. If a complaint for wrongful dismissal has been filed before the Labour Inspection prior to the jurisdictional stage, the 60 working days will be increased by the time the complaint is pending before the Labour Inspection. However, this latter increase may not exceed 30 working days.
10: Valid cases for use of standard fixed term contracts	No restrictions.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	A second renewal of a fixed term contract will be taken to be a contract of indefinite length.
12: Maximum cumulated duration of successive standard FTCs	The duration of a fixed term contract may not exceed one year (two years for managers or persons with a professional or technical degree bestowed upon by a University certified by the State.). A worker who has been employed intermittently under more than two fixed-term contracts for 12 out of a continuous period of 15 months is presumed to be hired under a contract of indefinite length. Exceptions apply for arts and show business employment contracts as well as professional football players and direct assistance staff. Calculation (for EPL indicators): average of the two situations mentioned above.
13: Types of work for which temporary work agency (TWA) employment is legal	TWA workers can be employed in the following circumstances (article 183-Ñ of the Labour Code): (i) to replace workers on leave; (ii) for extraordinary events e.g. exhibitions, conferences; (iii) for new projects or expansion into new markets; (iv) when starting a new business; (v) to cover occasional increases in workload; (vi) for urgent and precise work requiring immediate performance without delay (e.g. conducting repairs). TWA employment is illegal in certain circumstances (article 183-P of the Labour Code). This means the TWA may not place employees at the user firm in the following circumstances: (i) to perform positions entailing the representation of the user firm, such as managers, assistant managers; (ii) to substitute employees of a user firm who have gone legally strike within a collective bargaining process; and (iii) to place the employee at the disposal of a third TWA.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No restrictions within the maximum term of cumulated duration as specified in answer to Item 15 below. Additionally, numerous assignments at the user firm of the same TWA employee aimed at hiding a permanent labour relationship with the user firm are illegal. In this case, the user firm shall be considered the employer.
15: Maximum cumulated duration of TWA assignments (f)	TWA assignments for extraordinary events or to cover occasional increases in workload have a maximum duration of 90 days. TWA assignments for new businesses or projects have a maximum duration of 180 days. TWA assignments to (i) replace employees on leave and (ii) for urgent and precise work requiring immediate performance at the user firm can last as long these situations truly exist. Calculation (for EPL indicators): average of 3 months and 6 months = 4.5 months.

16: Does the set-up of a TWA require authorisation or reporting obligations?	No prior authorization is required. However, TWA can operate only if they are enrolled in a special registry run by the Labour Directorate and pay a money deposit guarantee. Hence, if no registration exists, no operation is allowed. This registration is conditional and exposed to cancellation by the labour authority upon the following situations: a.- When the TWA has an ownership relationship with the user firm; b.- When the TWA commits repeated and serious labour offences. This will be understood in the case of (i) 3 or more labour infringements within one year or (ii) infringements having significant impact against the protection of child labour, maternity and remunerations. The Labour Directorate may take the autonomous initiative to verify the existence of these offences.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	No requirement for equal treatment.
18: Definition of collective dismissal (b)	No requirements in legislation.
19: Additional notification requirements in cases of collective dismissal (g)	No requirements in legislation.
20: Additional delays involved in cases of collective dismissal (h)	No requirements in legislation.
21: Other special costs to employers in case of collective dismissals (i)	No requirements in legislation.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	Resignation grant access to unemployment benefits provided that the employee is affiliated to the unemployment insurance (mandatory for employees' hired after October, 2002). There is no sanction nor waiting period as compared to a dismissal. There is no additional statutory benefits following a resignation.

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

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

COLOMBIA

Items	Regulations in force on 31 December 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	No specific notification procedure is required in case of dismissal with justified cause or without justified cause (Articles 62 and 64 of the Labour Code –hereinafter CST), but the reasons for dismissal must be communicated to the employee the termination date (article 66 CST). The employer must expressly and unequivocally state the specific reasons or the grounds (s) that he invokes to dispense with the services of a worker, whenever he is going to terminate the contract unilaterally in accordance with the provisions of article 7 A of the legislative decree 2351 of 1965. This statement must be made at the moment of termination of the contract to be valid. Subsequently the employer cannot be alleged validly different causes or reasons or under different conditions. The Law has established the need for employers to make a prior diligence with the worker before notified a decision, informing them of the justified cause, guaranteeing due process and right of defense of the employee. However a prior 15 day notice is required only in certain specific situations of dismissal with justified cause related to employee's misconduct or low performance (Article 62 CST numerals 9 to 15). Therefore a statement must be supplied to the employee in all cases as its absence implies the acknowledgement of lack of just cause. Calculations (for EPL indicators): 1.25 (average of 0 without justified cause and 2.5 with justified cause) As of a certain number of dismissals (see Item 18): see Item 19.
2: Delay involved before notice can start	All workers: No delays involved. The notice can be given the date of termination. Prior notice in case of employee´s misconduct or low performance, are considered in Item 3. Calculations (for EPL indicators): 3 days (average of 1 day without cause and 5 days with cause for consultation for consultation of the employee) As of a certain number of dismissals (see Item 18): 2 months (see Item 20)
3: Length of notice period at different tenure durations (a)	General basis: No notice period. Notification of dismissal can be given the date of termination (Article 66 CST). However in the following cases, related to employee´ misconduct or low performance, a 15 days prior notice is required (Article 62 numerals 9 to 15). These cases are: a) poor performance; b) systematic failure to comply with the legal or conventional obligations; c) addiction of the worker that disturbs the discipline of the company; c) breach of the safety and health recommendations prescribed by the employer´s doctors or by the authorities to prevent illnesses or accidents; d) ineptitude to perform the given task; e) chronic or contagious disease, not of a professional nature. Calculation for EPL indicators for individual dismissals: (average of 0 days to 15 days regardless tenure duration) 7.5 days.
4: Severance pay at different tenure durations (a)	No severance pay in the case of dismissal with justified reason ("justa causa"), which essentially corresponds to employee´s misconduct or poor performance, as stated in Item 5 (Article 62 CST). Severance pay for unfair dismissal ("sin justa causa") varies depending on the employee´s monthly salary (Article 64 CST): a) Remuneration lower than 10 (ten) minimum legal monthly salaries (MLMS): 1) 30 d < 1 y 2) 20 d (in addition to the 30 d of numeral 1), for each subsequent year and in proportion per fraction of year. b) Remuneration in excess of 10 (ten) MLMS: 1) 20 d < 1 y 2) 15 d (in addition to the 20 d of numeral 1), for each subsequent year and in proportion per fraction of year. Calculation (for EPL indicators): (averages just cause and without just cause -in this case using higher values-): 9 months tenure: 0.5 months; 4 years tenure: 1.5 months; 20 years tenure: 6,83 months As of a certain number of dismissals (see Item 18): Severance pay for dismissal without justified cause

5: Definition of unfair dismissal (b)	Fair dismissal: Article 62 CST provides an exhaustive list of reasons for dismissal with justified cause, which are related to employee´s conduct or capacity: 1) dishonest acts related to the submission of false certificates to obtain a position in the company, 2) acts of violence, serious breaches of discipline, insults and disrespect addressed to the employer, member of his family, representatives, senior staff or other workers, whether they take place inside or outside the workplace; 3) deliberate damage to buildings, plant, works, machinery, instruments, documents, raw materials and other goods belonging to the enterprise, 4) disclosure of confidential information or trade secrets to third parties, 5) poor performance; 6) systematic failure to comply with the legal or conventional obligations; 7) criminal conviction, unless the sentence has been suspended, 8) addiction of the worker that disturbs the discipline of the company; 9) breach of the safety and health recommendations prescribed by the employer´s doctors or by the authorities to prevent illnesses or accidents; 10) ineptitude to perform the given task; 11) chronic or contagious disease, not of a professional nature. In these cases, no severance payment is due. However, the employer can always dismiss employee´s without justified reason provided severance indemnity is paid. Unfair dismissal: when no justified cause can be alleged and proved by the employer, or when the employee terminates the employment agreement due to the employer´s misconduct – constructive dismissal (Articles 62 and 64 CST). As of a certain number of dismissals (see Item 18): (Article 67 of Law 50 of 1990) The judge who studies a collective dismissal has full freedom to study all aspects. Within the process it may question the dismissal decision and the operational necessity of the decision. The employer in the first instance, when requesting authorization from the Ministry of Labor, must provide financial, accounting, technical, commercial and administrative evidence, as the case may be, that justifies the measure of collective dismissal. These same means of proof may be requested by the Judge, in the event that it corresponds to him to study a labor demand for dismissal without just cause.
6: Length of trial period (c)	2 months (Article 78 CST). The trial period must be expressed in written.
7: Compensation following unfair dismissal (d)	In case of unfair dismissal only prescribed severance payments are due. However, if the employer can´t prove at Court a just cause for dismissal, he will be condemned to pay severance indemnity. Calculation (for EPL indicators at 20 years tenure) 13.66 months
8: Reinstatement option for the employee following unfair dismissal (b)	There is no reinstatement option for the employee following unfair dismissal.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	3 years (Article 488 CST).
10: Valid cases for use of standard fixed term contracts	No restrictions on the use of standard fixed-term contracts, other than written version and maximum duration of 3 years (Articles 45 and 46 CST).
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limitation. Standard FTC can be renewed indefinitely (Article 46 CST). In effect, there are no limitations on the number of successive standard FTCs. Although the maximum duration of a FTC is of 3 years, they can be renewed indefinitely.
12: Maximum cumulated duration of successive standard FTCs	No limitation. As stated, although the maximum duration of a FTC is of 3 years, they can be renewed indefinitely. Therefore, there is no limit on the maximum cumulated duration of successive FTCs.
13: Types of work for which temporary work agency (TWA) employment is legal	According to article 77 of Law 50 of 1990, TWA employment is legal: 1) For services required on occasional, accidental or transitory basis as stated in article 6 CST. 2) To replace workers of the user firm which are on vacation, maternity or sickness leave. 3) To attend an increase in production, transport, sales of goods, stationary periods of harvest and in the provision of services. Law 50 of 1990 prohibits use of TWA to replace workers on strike at the User firm.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	Assignments: Yes. 1) For services required on occasional, accidental or transitory basis: 30 days (article 6 CST) 2) Replacements: limited to the period to cover the particular event 3) Production increases and services: for a term of 6 months renewable for another period of 6 months. Calculation (for EPL indicators): Yes

15: Maximum cumulated duration of TWA assignments (f)	Assignments: Yes 1) For services required on occasional, accidental or transitory basis: 30 days 2) To cover replacements: the time is given to cover the particular event 3) Production increases and services: 6 (six) months renewable for another period of 6 (six) months. Total 12 months Calculation (for EPL indicators): (average of 1 month and 12 months): 6.5 months.
16: Does the set-up of a TWA require authorisation or reporting obligations?	Authorization, registration and periodic statistics reporting obligations to the Labour Ministry (Articles 84 and 88 of Law 50 of 1990 and Decree 4369).
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Yes. Article 79 of Law 50 of 1990 requires equal treatment of regular workers and agency workers at the user firm.
18: Definition of collective dismissal (b)	Labour Ministry considers that a collective dismissal occurs when it affects (Article 67 Law 50 of 1990): a) In a company betweeen 10 and 50 employees: 30% of its workers; b) In a company of more than 50 employees and up to 100: 20% of its workers; c) In a company of more than 100 employees and up to 200: 15% of its workers; d) In a company of more than 200 employees and up to 500: 9% of its workers; e) In a company of more than 500 employees and up to 1000: 7% of its workers; f) In a company of more than 1000 employees: 5% of its workers.
19: Additional notification requirements in cases of collective dismissal (g)	Yes. In case of collective dismissals, the employer is obliged to obtain a prior authorization from the Labour Ministry. Simultaneosly, the employer has to notify its workers in written.
20: Additional delays involved in cases of collective dismissal (h)	The additional days of delay are those of the duration of the administrative procedure required to obtain the authorization from the Labour Ministry. According to article 67 of Law N° 50 of 1990, the Labour Ministry is obliged to issue its decision in a period of 2 months. Calculation (for EPL indicators): 2 months minus notice period Item 3: 52.5 days.
21: Other special costs to employers in case of collective dismissals (i)	No special costs involved. According to article 67 of Law N° 50 of 1990, there are no other special costs than the payment of the severance indemnity (that applies for dismissal without justified cause). Notwithstanding, if the assets of the employer are below one thousand (1.000) MLMS, the severance payment can be reduced to 50%.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	Yes
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No As of a certain number of dismissals (see Item 18): Yes. In case of collective dismissals, the employer is obliged to obtain a prior authorization from the Labour Ministry.
24: Pre-termination resolution mechanisms granting unemployment benefits	Regardless of the way in which the termination of the employment relationship has been presented, if the worker is unemployed, he can access the benefits (Article 13 of Law 1636 of 2013).

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

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

g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for Versions 1 to 3 of the OECD EPL indicators (cf. Item 1).

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

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

g) There can be notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Countries are scored according to whether there are additional notification requirements on top of those requirements applying to individual redundancy dismissal.

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

COSTA RICA

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	According to article 35 Labour Code (hereinafter LC), in all cases, the employee being terminated has the right to request a written document indicating the termination and the reasons for such. Dismissal without cause: a written notification must be given to the employee (article 28 LC). Dismissal with cause (essentially worker mis-conduct, see item 5): written notification indicating the cause for dismissal must be given, since the employer may only allege the reasons set in the letter (article 82 LC, Law N° 9343 of January, 2016). If the employee refuses to receive the termination letter, the employer is obliged to deliver it to the Labour Ministry in a maximum period of 10 days (Law N° 9343/2016). Dismissal with fault not considered for EPL purposes. Value (for EPL indicators): 0 (dismissals without cause).
2: Delay involved before notice can start	For dismissal with or without cause: written notification is required. Refusal to receive the letter by the employee (Law N° 9343/2016) not considered for EPL purposes. Calculation (for EPL indicators): 1 day.
3: Length of notice period at different tenure durations (a)	Dismissal with cause (not considered for the indicator): written notification is required (article 82 LC, Law N° 9343/2016). However there is no prior period established by LC. Dismissal without cause: The following notice periods must be given (article 28 LC): a) 7 d > 3 m up to 6 m b) 15 d > 6 m up to 1y c) 30 d > 1y Calculation (for EPL indicators): 9 months tenure: 15 days, 4 years tenure: 30 days, 20 years tenure:30 days.
4: Severance pay at different tenure durations (a)	Dismissal with cause (not considered for the indicator): No severance pay (articles 81 and 82 LC). Dismissal without cause: Severance payment ("auxilio de cesantía) varies according to different tenure durations (article 29 LC): a) > 3m < 6m: 7 days´ salary b) 6m < 1y: 14 days´salary c) From 1y onwards, the following table applies: • Year 1: 19.5 d • Year 2: 20 d per year or fraction in excess of 6 months • Year 3: 20.5 d per year or fraction in excess of 6 months • Year 4: 21 d per year or fraction in excess of 6 months • Year 5: 21.24 d per year or fraction in excess of 6 months • Year 6: 21.5 d per year or fraction in excess of 6 months • Year 7: 22 d per year or fraction in excess of 6 months • Year 8: 22 d per year or fraction in excess of 6 months • Year 9: 22 d per year or fraction in excess of 6 months • Year 10: 21.5 d per year or fraction in excess of 6 months • Year 11: 21 d per year or fraction in excess of 6 months • Year 12: 20.5 d per year or fraction in excess of 6 months • Year 13 and onwards: 20 d per year or fraction in excess of 6 months Ceiling: last 8 years of the labour relationship. For personal and economic reasons since the employer may dismiss without reason. Calculation (for EPL indicators): 9 months tenure: 14 days; 4 years tenure: 84 days; 20 years tenure: 160 days. (For calculation purposes 7 days (1 week) is equivalent to 0,23 months).

5: Definition of unfair dismissal (b)	Under Costa Rica´s LC, the employer can always dismiss an employee without cause povided prior notice is respected (article 28 LC) and severance payment (auxilio de cesantía) is paid (article 29 LC). Thus dimissal for personal and economic reasons is always possible. Fair dismissal ("Dismissal with just cause"): Article 81 LC sets out just causes for dismissal which are related mainly to workers conduct (in some cases to workers capacity,but with fault, letters h and j). Just causes are: a) If the employee commits inmoral acts during the execution of tasks or has incurred in slander, insults and other mistreatments against the employer, b) If the employee commits any of the aforementioned acts against one of his fellow co-workers, causing an alteration of the discipline at the workplace that determines the suspension of the activities, c) If during non working hours the employee commits any of the aforementioned acts against the employer, representative of the company.d) If the employee willingly causes material losses to the machinery, constructions, equipment, raw materials, products and any other objects related to their works, e) If the employee reveals manufacturing secrets or exposes confidential matters to the detriment of the company. f) If the employee carelessly or recklessly jeopardizes the security of the workshop, workplace or of the people inside them. g) If the employee does not attend work during two consecutive days or two days in one same month without the due authorization from the employer, h) If the employee, manifestly and repeatedly, refuses to adopt preventive measures or follow the establish procedures to avoid accidents or illnesses; or if the employee fails to comply with the orders of the employer or his representatives in order to achieve the highest efficency and performance of work, i) If the employee violates provisions of article 72 letters a, b, c, d and e LC, j) if, when the contract was concluded, the worker deceived the employer by means of false recommendation letters or certificates of qualifications that the employee does not poses and the employer acknowledges the incapacity during the execution of the contract, k) If the employee has been sentenced to prison by irrevocable judgment, l) if the employee commits serious breaches of his obligations under the labour agreement. Unfair dismissal ("Dismissal without cause"): according to articles 29, 81, 82 and 83 LC, unjustified dismissal occurs when no just cause is alleged or proved at court and when the employee terminates the employment agreement due to the employer´s misconduct (constructive dismissal).
6: Length of trial period (c)	LC does not establish explicity a trial period, except for domestic workers. However, it should be noted that an employee has no right to prior notice (or payment in lieu of notice) or severance payment (auxilio de cesantía) unless he has been employed for a period of at least 3 months (articles 28, 80 and 102 LC).
7: Compensation following unfair dismissal (d)	In case of unfair dismissal (article 29), the court will require the employer to pay the employee: 1) notice period, 2) severance payment (auxilio de cesantía), 3) back pay as from the date of the claim until court´s decision (article 82 LC). This applies if the employee challenges the just cause for dismissal at court.
8: Reinstatement option for the employee following unfair dismissal (b)	Reinstatement of the employee only proceeds if dismissed for discriminatory reasons or for employess enjoying a special protection (and the employer did not obtain the corresponding judicial or administrative authorization prior to dismissal) (articles 94, 94 bis, 386, 410, 430, 573). These situations are not considered for EPL purposes.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	The maximum time period to claim for unfair dismissal is of 1 year (article 413 LC as amended by Law N° 9343 of January 15th, 2016).
10: Valid cases for use of standard fixed term contracts	Objective and material reasons. FTC are permitted only to provide a service or perform a work which in its nature is of limited duration (articles 26 and 31 LC).
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	General rule: The total duration of FTC cannot exceed 1 year. When the employee continues to render services, of the same nature, beyond the date of termination, the contract shall be considered of indefinite duration (article 27 LC). Special case: For services that require special technical preparation, the duration can be up to 5 years (article 27 LC). Article 27 LC states that FTC can be renewed. However the law does not specify the maximum number of renewals or prolongations. According to doctrine renewals are permitted only if the service is of limited duration. Renewals (as initial contract) are not permitted to perform services of a permanent nature. Thus FTCs are the exception. Calculation (for EPL indicators): Although LC allows renewals, as FTC are the exception, the assigned value is 2 (initial contract plus one renewal).
12: Maximum cumulated duration of successive standard FTCs	General rule: 1 year. Special case: 5 years. Plus 1 renewal Calculation (for EPL indicators): average of general rule and special case: 72 months

13: Types of work for which temporary work agency (TWA) employment is legal	No statutory provisions in LC, except for definition of "Intermediario" as the person who engages the services of others to execute a work on behalf of an employer- beneficiary of the services. In such case both companies are jointly liable of labour and social security obligations (article 3 LC) . However, Case Law defines TWA (citing doctrine) as the agencies which provide workers to satisfy temporary needs of the user firm (i.e meet short term requirements of the market, substitute a worker or cover a temporary vacancy during a selection process).
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No statutory regulation. FTC rules apply to FTCs between the agency and the worker. If assignments are of fixed-term, the duration of assignments and contracts typically coincide.
15: Maximum cumulated duration of TWA assignments (f)	No statutory regulation. FTC rules apply to FTCs between the agency and the worker. Applying this rule and considering that case law defines TWA as those agencies which provide workers for temporary services, the assumption of a time limit of 2years/10years –for FTC- was considered. See Item 12
16: Does the set-up of a TWA require authorisation or reporting obligations?	No statutory regulation.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	No statutory regulation.
18: Definition of collective dismissal (b)	No statutory definition or procedures for collective dismissal. However there are certain situations that determine the termination of all the employment agreements (article 85 LC): Fortuity or force majeure, insolvency, bankrupcy, liquidation procedures, death of the employer which determine the total closure of the business or final cease of the operations.
19: Additional notification requirements in cases of collective dismissal (g)	Since collective dismissals are not regulated as such by the Costa Rican labour law, the termination of the employment agreements must be addressed individually and employers must give prior notice (or pay in lieu of notice) and pay severance indemnity. Thus there are no additional requirements on top on those requirements applying to individual dismissals.
20: Additional delays involved in cases of collective dismissal (h)	No additional delays involved.
21: Other special costs to employers in case of collective dismissals (i)	No special costs involved other than those required for individual termination (article 85 LC).
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No.
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	No unemployment benefits in Costa Rica

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

Notes:

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

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

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

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

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

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

g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators Versions 1 to 3 (cf. Item 1).

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

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

CZECH REPUBLIC

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Personal reasons: Notification of employee and trade union body, after previous warning. Redundancy: Notification of employee and trade union. Regarding the compulsory consultations with the trade union, the Labour Code (LC hereafter, art. 61) stipulates that the employer shall consult on dismissal or immediate termination of an employment relationship with the trade union organization in advance regardless of the reason. A fixed time period for this consultation has not been set by the Labour Code but the consultation has to be concluded before the dismissal notification is handed to the employee. The consultation implies the communication of employer's intention to give notice of termination or immediate termination of an employment relationship and the hearing of the views of trade unions, which have a right to give their opinion on all notices given by the employer although the decision by trade union is not legally binding for the employer. In the case the employer does not consult on dismissal or immediate termination of an employment relationship with the trade unions or makes only an announcement without consultation, the legal act concerning notice cannot be made void; however, the relevant labour inspectorate can take an action against the employer according to law No. 251/2005 Coll. on labour inspection. In the special case where notice of termination or immediate termination of an employment relationship concerns a member of the body of trade union organization (i.e. trade union representative) operating within the employer's undertaking (business) during the member's term of office or for a period of one year afterwards, the employer shall ask the trade union organization for its prior consent to such notice of termination or immediate termination. Consent of the trade union organisation is considered as given where the trade union organization does not refuse to give its consent in writing within 15 days of the date when the employer asked for it. If the employee does not meet the requirements for proper performance of work, he may be given notice of termination due to this reason. However, where the employee's failure to fulfil these requirements is reflected in his unsatisfactory work performance results, employer is obliged to call upon him in writing in the last 12 months to rectify the failure to meet the said requirements. If the employee has not done so within a reasonable period of time, the employee may be given notice of termination due to this reason. According to section 50 of Labour Code, where the employer gives notice of termination to an employee, the reason in the notice of termination must be factually specified so that it cannot be confused with another reason. The reason for the notice may not be subsequently changed. Value (for EPL indicators): 3.5 (consultation + warning) As of a certain number of dismissals (see Item 18): see item 19
2: Delay involved before notice can start	Personal reasons: Letter sent by mail or handed out directly, after previous warning. 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 shall start to run on the first day of the calendar month following delivery of the notice and come to an end upon the expiry of the last day of the relevant calendar month (Art. 51, LC) Calculation (for EPL indicators): ((1+6+15+5+15)+(1+15+5+15))/2=. ((personal reasons: 1 day for notice + 6 days for prior warning procedure + 15 days on average for first day of following month + 5 days for consultation with unions + 15 days on average for last day of relevant month) + (economic reasons: 1 day for notice + 15 days on average for first day of following month + 5 days for consultation with unions + 15 days on average for last day of relevant month))/2 = 39 As of a certain number of dismissals (see Item 18): 10 days for consultation with unions +1 day for notice +15 days on average for first day of following month + 15 days on average for last day of relevant month =41 days (see item 20)
3: Length of notice period at different tenure durations (a)	All workers: 2 months.

4: Severance pay at different tenure durations (a)	On termination of an employment relationship, an employee whose employment relationship is terminated by notice given by his employer for redundancy or by agreement for the same reasons is entitled to receive from the employer severance pay (redundancy payment) at least in the amount equal to: (a) once his average (monthly) earnings where an employment relationship to the employer lasted less than one year; (b) twice his average earnings where an employment relationship to the employer lasted at least one year and less than two years; (c) three times his average earnings where an employment relationship to the employer lasted at least two years; (d) the sum of three times his average earnings and the amounts laid down in (a) to (c) where his employment relationship is terminated in a period when he is subject to a working hours account. In cases of dismissal due to work-related accident or illness: 12 months. Calculation for EPL indicators for individual dismissals: average of personal reasons and redundancy.
5: Definition of unfair dismissal (b)	Fair: Dismissals for failure to meet performance requirements and for reasons of technological and organisational change, gross breaches of the obligation to dwell, during their temporary incapacity for work, at the place of employee's stay and to observe the time and scope of permitted walks pursuant to the Sickness Insurance Act, if any. Unfair: Dismissals based on discrimination (age, sex, colour, religion, union membership, etc.). Main general reasons: - notice of termination is not in writing (nullity) - notice of termination does not contain reason stated in section 52 of Labour Code (the employer may give notice of termination to an employee only for one of the reasons explicitly stated in section 52 of Labour Code) - the reason factually specified in the notice is non-existent (fabricated) - the notice of termination is based on discriminatory criterion Economic reasons: - missing causal link between redundancy of an employee and decision of the employer to change the activities (tasks), plant and equipment, to reduce the number of employees for the purpose of increasing labour productivity (efficiency) or to introduce other organizational changes (restructuring) - employee is not redundant Personal reasons: - requirements for proper performance of work are not justifiable - it is employers fault that the employee does not meet the requirements - employee was not notified about his unsatisfactory work and given reasonable period of time to rectify his failure to meet the said requirements The employer may give notice of termination to an employee, if according to a medical certificate issued by the occupational medical services provider the employee has lost, long-term, his capability to perform his current work due to his state of health. [see Section 52 d), e) of the Labour Code] The employer may give notice of termination to an employee, if the employee does not meet the prerequisites prescribed by statutory provisions for performance of the agreed work or if, through no fault on the employer's side, the employee does not meet the requirements for proper performance of such work. [see Section 52 f) of the Labour Code] The employer may give notice of termination to an employee, if the employee has unsatisfactory work performance results under the condition the employer called upon him in writing in the last 12 months to rectify the failure to meet the said requirements, and the employee has not done so within a reasonable period of time. [see Section 52 f) of the Labour Code]
6: Length of trial period (c)	Maximum 6 months for managerial employees; 3 months for other workers For all employees, the trial period may not be longer than one half of the agreed period of the employment relationship. Calculation (for EPL indicators): average of managerial and other employees

7: Compensation following unfair dismissal (d)	Unfair dismissal gives rise to a right to reinstatement. If reinstatement is not requested by the employee, compensation is made through severance pay and award of lost earnings during the court case (Art. 69(1) LC). Sums earned by the employee in the interim are set off against the award. There is no maximum amount for compensation. Where a total period for which the employee should be entitled to compensatory wage or salary exceeds six months, based on a motion filed by his employer, the court may adequately reduce the employer's obligation to pay compensatory wage or salary to the employee for a period in excess of six months; in considering the matter, the court shall take particularly into account whether in between the employee was employed somewhere else, the type of work he performed and the amount of his earnings or the reason for which he did not take up work. Calculation (for EPL indicators): Typical compensation at 20 years tenure: 6 months.
8: Reinstatement option for the employee following unfair dismissal (b)	Reinstatement is always available to the employee.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	Two months after the day on which the contract was due to end (Art. 72, LC).
10: Valid cases for use of standard fixed term contracts	Two months after the day on which the contract was due to end (Art. 72, LC).
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	A fixed-term employment relationship between the same contracting parties may be recurrently agreed no more than twice. An extension of an employment relationship shall also be considered as a recurrently agreed employment relationship. After the expiry of a period of three years from the termination of the preceding fixed-term employment relationship between the same contracting parties, the preceding employment relationship shall not be taken into account. Maximum number of successive standard FTCs is 3.
12: Maximum cumulated duration of successive standard FTCs	A fixed-term employment relationship between the same contracting parties may not exceed three years and it may be recurrently agreed no more than twice. An extension of an employment relationship shall also be considered as a recurrently agreed employment relationship. After the expiry of a period of three years from the termination of the preceding fixed-term employment relationship between the same contracting parties, the preceding employment relationship shall not be taken into account.
13: Types of work for which temporary work agency (TWA) employment is legal	Section 66 of act No. 435/2004 Coll. on employment: In case of employment by temporary assignment, TWAs are not allowed to mediate employment for persons with disabilities and foreign nationals from third countries.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No
15: Maximum cumulated duration of TWA assignments (f)	A Temporary work agency may not temporarily allocate the same employee to work at the same user for a period longer than 12 consecutive calendar months. This limitation shall not apply in those cases where this is requested by the agency employee or where it concerns replacement of a user firm's employee who is on maternity or parental leave. No limitation on the duration of contracts between the agency and the worker. Open-ended TWA contracts are possible and frequent.
16: Does the set-up of a TWA require authorisation or reporting obligations?	Requires authorization and periodic reporting obligations.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Equal treatment on wages and conditions.
18: Definition of collective dismissal (b)	Collective dismissal is understood to be the termination of employment relationships within a period of 30 calendar days based on notice given by the employer to no less than: a) Ten employees of an employer employing from 20 to 100 employees, or b) 10% of employees of an employer employing from 101 to 300 employees, or c) 30 employees of an employer employing more than 300 employees Firms with less than 20 employees are exempt from requirements for collective dismissals.

19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Duty to inform and consult competent employment representatives. Notification of public authorities: Notification of district labour office.
20: Additional delays involved in cases of collective dismissal (h)	Information to trade union and PES office 30 days before implementation. Calculation: 10 days for consultation with unions +1 day for notice +15 days on average for first day of following month + 15 days on average for last day of relevant month =41 days Concurrently with the 30 days delay Calculation: 5 = 41-36 (for individual redundancy)
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on alternatives to redundancy and measures for finding new jobs. The employer is also required to submit a written report to the labour office about the results of discussions with the relevant union body or employee council. Selection criteria: not set out by legislation. Severance pay: No special regulations for collective dismissal.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	Yes, nonetheless the employer needs to prove that the reason of notice was given to the employee.
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	In case the jobseeker quits him/herself a job without serious reason or agreed on job termination with his/her employer preceding his/her Labour Office registration, the unemployment benefit amounts to 45% of average monthly net wage for the duration of the benefit period (compared with 65% for the first two months, 50% in the following 2 months and 45% in the remaining months).

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

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

DENMARK

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Specific dismissal procedures may apply depending on the status of the employee (civil servant, employee covered by collective agreement, trade union representative), but generally, notifications on dismissal must be handed out or send to the employee in writing. In the public sector (covering approx. 1/3 of employees), the employee's trade union organization must be notified hereof. No requirement of trade union notification in the private sector. If the trade union organization considers the dismissal unjustified/unfair, a negotiation with the employer can be requested. Value (for EPL indicators): 1 (warning for personal reason: 0.5 for the reason + 0.5 for the warning itself) As of a certain number of dismissals (see Item 18): see Item 19.
2: Delay involved before notice can start	For white-collar workers, the notice must be given before the first day of a calendar month and the notice period starts from the first day of the calendar month following receipt of the notice. Some collective agreements (e.g. Manufacturing) stipulate that the negotiation, if requested, must be concluded within 10 days. Calculated by averaging figures for blue and white collar workers (with and without negotiation): Blue collar: 1 day + 6 days for warning ; white collar: 1 day for written notice 15 days on average for start of next month = 16 days As of a certain number of dismissals (see Item 18): see Item 20.
3: Length of notice period at different tenure durations (a)	Blue-collars: Manufacturing:0<6m, 14d<9m, 21d<2y, 28d<3y, 56d<6y, 70d>6y Construction: 0<1y,3w<3y,5w<5y,7w≥5y Transportation:0<9m, 7d<3y,14d<5y, 21d≥5y, (based on collective agreements). White-collars: 14d<3m, 1m<5m,3m<33m, 4m<68m, 5m<114m, 6m>114m. Calculation (for EPL indicators): average of blue and white collar workers: Blue collar (average across collective agreements): 9 months tenure: (3+0+1)/3 = 1.33 weeks 4 years tenure: (8+5+2)/3 = 5 weeks 20 years tenure: (10+7+3)/3 = 6.67 weeks White-collars: 9 months tenure: 3 months, 4 years tenure: 4 months, 20 years tenure: 6 months.
4: Severance pay at different tenure durations (a)	White-collars: 1m>12y, 3m>17y Blue-collars: Regulated by collective agreement: In the 2010 round of collective bargaining it was agreed, that if a worker has been employed uninterruptedly in the same company for at least 3 years and his/her contract is terminated, the employer pays severance pay of a multiple of either 5.000 DKK or according to a special calculation. The monthly amount of severance pay is calculated as follows, monthly salary minus 15% minus the monthly unemployment benefit. This amount is payable for one portion after 3 years of service; two portions after 6 years of employment and three portions after 8 years of employment. However, since initial replacement rates are most often above 85%, severance pay is rarely paid. Calculation (for EPL indicators): average of white and blue collar workers (averaging across types for the latter)

5: Definition of unfair dismissal (b)	Fair: Lack of competence (including unsuitability for medical reasons, unsuitability for insufficient qualification and insufficient performance) and economic redundancy are legitimate reasons. Unfair: Dismissals founded on arbitrary circumstances" (blue collar workers) or "not reasonably based on the employee's or the company's circumstances". Dismissals based on association matters, gender, belief, political opinion, sexual orientation, age, disability and social or ethnic origin, etc. and as a result of a corporate take-over are also unfair. The judges may question the operational need for the dismissal as well as the fairness of the dismissal of the employee Special rules for dismissal apply to trade union representatives. As of a certain number of dismissals (see Item 18): National agreement obliges companies to organise transfer and/or retraining whenever possible.
6: Length of trial period (c)	Blue-collars: 9 months (based on collective agreements). White collars: 12 months by law, 9 months in collective agreements under the Main Agreement between LO and DA. Notice: period: None for blue collars, for white collars: 14d<3 months tenure, 1 month>3 month tenure EPL indicators calculated by averaging figures for blue and white-collar workers.
7: Compensation following unfair dismissal (d)	Blue-collars: compensation is limited to 52 weeks of pay for long service cases. One week per year of tenure. White-collars: compensation cannot exceed the pay for half the period of the notice period of the worker. For workers older than the age of 30 years compensation can be up to 3 months pay. For workers with more than 10 years tenure compensation can be up to 4 months pay. After 15 years tenure compensation can be max 6 months pay. Calculation (for EPL indicators): Typical compensation at 20 years tenure: average of that of white and blue-collars = average of 20 weeks for blue-collars and 6 months for white-collars Overall average: 5.3 months.
8: Reinstatement option for the employee following unfair dismissal (b)	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).
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	Unfair dismissal claims can be made within a short period after notification. For example the 1973 General Agreement stipulates that "If the employee claims that the dismissal is unfair an unwarranted by the situation of the employee and the company, a request may be made for the case to be settled locally between representatives of management and employees. The local negotiations shall be completed within two weeks of notice being given." In addition, "in cases where claim is made to set aside a dismissal, the proceedings shall, as far as possible, be completed before the relevant employee's term of notice expires." (Section 4, 1973 General Agreement concluded by the Danish Employers´ Confederation and the Danish Confederation of Trade Unions). Calculation (for EPL indicators): 2 weeks on average (minus average notice period)
10: Valid cases for use of standard fixed term contracts	Fixed-term contracts allowed for specified periods of time and/or for specific tasks Particularly used in professional services and construction, but also in other industries. Renewal of fixed term contracts must be based on "objective criteria".
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	Generally, there is no legal limit for the maximum number of successive fixed-term contracts, but renewal of fixed-term contracts must be based on objective reasons ("objective criteria such as a specific date, the completion of a specific task or the occurrence of a specific event", as stated e.g. in the Act on the Legal Relationship between Employers and Salaried Employees, Sec. 1(4)). The Confederation of Salaried Employees and Civil Servants in Denmark (FTF) states that usually 2 successive renewals can be based on objective reasons. 3 or more insinuate suspicion of breaches of e.g. Salaried Employees Act, so that there is a risk that a court will declare the contract null and void, in case the contract is not renewed based on objective reasons.
12: Maximum cumulated duration of successive standard FTCs	There are no limits if objective reasons but in practice max. 2 years
13: Types of work for which temporary work agency (TWA) employment is legal	Generally allowed
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	There must be objective reasons (Art 3, § 4 in Lov om vikarers retsstilling ved udsendelse af et vikarbureau).
15: Maximum cumulated duration of TWA assignments (f)	The Danish Confederation of Trade Unions states that there is no limit, if employment breaks in between consecutive assignments.

16: Does the set-up of a TWA require authorisation or reporting obligations?	No requirements except company registration.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Yes, equal treatment regarding pay and working conditions (Art. 3 in Lov om vikarers retsstilling ved udsendelse af et vikarbureau)
18: Definition of collective dismissal (b)	Within 30 days, >9 workers in firms 21-99 employees; >9% in firms 100-299; >29 workers in firms 300+ employees. Firms with 20 employees or less are exempt from requirements for collective dismissals.
19: Additional notification requirements in cases of collective dismissal (g)	Notification of Regional Labour Market Council (tripartite council) plus the Union and Employers org. (collective agreements provisions). Negotiations with unions.
20: Additional delays involved in cases of collective dismissal (h)	Negotiations with unions before informing the Regional Labour Market Council (at least 21 days in firms >100 workers or that seek to dismiss over half of staff). Within ten days, this communication is followed by the communication of the list of affected employees to Regional Labour Market Council but no earlier than 30 days before effective termination (longer requirements in firms >100 workers or that seek to dismiss over half of staff). Affected workers cannot be notified before PES. Individual notice can be given at the same time as the list is communicated to the Regional Labour Market Council – cf. Act respecting advance notice etc. in connection with mass lay-offs, sec. 7 and 8.
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: National agreement obliges companies to organise transfer and/or retraining whenever possible. Selection criteria: No criteria laid down by law. Severance pay: No special regulations for collective dismissal. The collective agreement for the financial sector requires obligatory outplacement and severance pay above the law plus other provisions.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	Yes
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	A resignation or a termination via mutual consent can result in a three-week (111 hour) quarantine/waiting period, during which the unemployed is not entitled to unemployment benefits. The quarantine/waiting period depends on an assessment by the unemployment fund on whether the unemployment is self-induced/inflicted.

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

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

ESTONIA

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	An employment contract may be terminated by a declaration of termination made in a format which must be reproduced in writing (art. 95 Employment Contracts Act). A declaration of termination made in breach of the formal requirement or a contingent declaration of termination is void. An employer shall justify termination. Breach of the obligation to justify cancellation does not affect the validity of the cancellation, but the party in breach of the obligation shall compensate the other party for the damage caused thereby. Advance warning is required in the case of unsuitability. Before termination of the employment contract with the employees' representative the employer shall seek the opinion of the employees who elected the person to represent them or the trade union about the termination of the employment contract. The employer shall take the opinion of the employees into account to a reasonable extent. The employer shall justify disregard for the opinion of the employees. The employer must also give communication to the Unemployment Insurance Fund within 5 days of termination if the employee job tenure is at least 5 years (art. 100 Employment Contracts Act, ECA hereafter, and Art. 14.1 and 14.3 of the Unemployment Insurance Act). Value (for EPL indicators): 1.5 (1+0.5 for warning) As of a certain number of dismissals (see Item 18): see item 19.
2: Delay involved before notice can start	The term of advance notice begins to run on the day following the calendar day when the declaration of termination was delivered. Advance warning is required in the case of unsuitability. An employer may not terminate an employment contract with a pregnant woman or a woman who has the right to pregnancy and maternity leave due to lay-off, except upon cessation of the activities of the employer or declaration of the employer's bankruptcy if the activities of the employer cease or upon termination of bankruptcy proceedings, without declaring bankruptcy, by abatement. An employer may not terminate an employment contract with a pregnant woman or a woman who has the right to pregnancy and maternity leave arguing a decrease in the employee's capacity for work. The previous two sections shall be applied only if the employee has notified the employer of her pregnancy or of the right to pregnancy and maternity leave before receipt of a declaration of termination or within 14 calendar days thereafter. Calculation (for EPL indicators): 1 day for notice + 6/2 days for warning = 4 days As of a certain number of dismissals (see Item 18): 15 days for consultation + 30 for Fund notification (see Item 20)
3: Length of notice period at different tenure durations (a)	An employer shall give an employee advance notice of termination if the employee's employment relationship with the employer has lasted: 1) less than one year of employment – no less than 15 calendar days; 2) one to five years of employment – no less than 30 calendar days; 3) five to ten years of employment – no less than 60 calendar days; 4) ten and more years of employment – no less than 90 calendar days. Calculation for EPL indicators for individual dismissals: 9 months tenure -15 calendar days, 4 years tenure 30 calendar days, 20 years tenure 90 calendar days. As of a certain number of dismissals (see Item 18): Collective termination of employment contracts enters into force upon the expiry of the term for advance notice of termination, but no sooner than 30 calendar days after the time when the Estonian Unemployment Insurance Fund received the information. Calculation for EPL indicators as of a certain number of dismissals (see item 18): 9 months tenure -30 calendar days, 4 years tenure 30 calendar days, 20 years tenure 90 calendar days.

4: Severance pay at different tenure durations (a)	Upon termination of an employment contract due to lay-off, an employer shall pay an employee compensation in the amount of one month's average wage of the employee. Also an insurance benefit shall be paid by the Estonian Unemployment Insurance Fund to an employee whose employment relationship with an employer or to an official whose employment in the service has lasted for: 1) five to ten years - in the amount of one month's average salary or wage; 2) over ten years - in the amount of two months' average salary or wage. Calculation for EPL indicators for individual dismissals: average of layoff and personal reasons: 9 months – 0.5 months; 4 years – 0.5 months;20 years – 0.5 month
5: Definition of unfair dismissal (b)	Fair: An employer may extraordinarily terminate an employment contract with good reason arising from the employee as a result of which, upon respecting mutual interests, the continuation of the employment relationship cannot be expected, especially if the employee has: 1) for a long time been unable to perform his or her duties due to his or her state of health which does not allow for the continuation of the employment relationship (decrease in capacity for work due to state of health). A decrease in capacity for work due to state of health is presumed if the employee's state of health does not allow for the performance of duties over four months; 2) for a long time been unable to perform his or her duties due to his or her insufficient work skills, non-suitability for the position or inadaptability, which does not allow for the continuation of the employment relationship (decrease in capacity for work); 3) in spite of a warning, disregarded the employer's reasonable instructions or breached his or her duties; 4) in spite of the employer's warning been at work in a state of intoxication; 5) committed a theft, fraud or another act bringing about the loss of the employer's trust in the employee; 6) brought about a third party's distrust in the employer; 7) wrongfully and to a significant extent damaged the employer's property or caused a threat of such damage; 8) violated the obligation of maintaining confidentiality or restriction of trade (ECA § 88). Before termination of an employment contract, in particular on the basis specified in cases 1) and 2), the employer shall offer other work to the employee, where possible (ECA § 88 (2)). The employer shall offer other work to the employee, including organise, if necessary, the employee's in-service training, adapt the workplace or change the employee's working conditions if the changes do not cause disproportionately high costs for the employer and the offering of other work may, considering the circumstances, be reasonably expected. An employer may cancel an employment contract due to a breach of an employee's obligation or decrease in his or her capacity for work. An employer may also extraordinarily cancel an employment contract if the continuation of the employment relationship on the agreed conditions becomes impossible due to a decrease in the work volume or reorganisation of work or other cessation of work (lay-off) (ECA § 89). According to the ECA § 89 in the event of a dismissal for economic reasons an employer should, where possible, offer other work to the employee, except in the cases of cancellation of an employment contract upon cessation of the activities of employer or upon declaration of bankruptcy of employer. The employer shall, where necessary, organise the employee's in-service training or change the employee's working conditions, unless the changes cause disproportionately high costs for the employer. The employer should take into account the principle of equal treatment. However the employees' representative and an employee who is raising a child under three years of age have the preferential right of keeping their job. The degree of freedom of judges is not regulated by the law. Every case is handled individually. However there have been judgements where court has found that court does not have the right to assess the economic state of an employer and if the dismissal was therefore eligible.
6: Length of trial period (c)	A probationary period shall not exceed 4 months. In the case of the employment contract entered into for a specified term of up to eight months the probationary period may not be longer than half of the contract term. The only special rule to terminate before the end date of probationary period, is the advance notice of cancellation due to failure to achieve goal of probationary period. According to the paragraph, an employment contract may be cancelled during a probationary period by giving no less than 15 calendar days' advance notice (ECA § 96).
7: Compensation following unfair dismissal (d)	Employer shall pay employee compensation in the amount of three months' average wages of the employee. In the case of an employee who is pregnant, who has the right to pregnancy and maternity leave or who has been elected employees' representative, the employer shall pay the employee compensation in the amount of six months' average wages of the employee. The court or labour dispute committee may change the amount of the compensation, considering the circumstances of the termination of the employment contract and the interests of both parties (ECA § 109).

8: Reinstatement option for the employee following unfair dismissal (b)	Reinstatement is possible if both parties agree to that. If the employer is not agreeing to this, the reinstatement is possible if, at the time of the termination, the employee is pregnant or has the right to pregnancy or maternity leave or has been elected employees' representative, unless it is reasonably not possible considering mutual interests (Art. 107 ECA).
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	An action with the court or an application filed with a labour dispute committee for establishment of nullity of termination shall be filed within 30 calendar days as of the receipt of the declaration of termination.
10: Valid cases for use of standard fixed term contracts	An employment contract may be entered into for a specified term of up to five years if it is justified by good reasons arising from the temporary fixed-term characteristics of the work, especially a temporary increase in work volume or performance of seasonal work. There are some additional valid cases for use of fixed-term contracts for example the director of a state museum, members of the teaching staff or research staff of a university, etc.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	If an employee and employer have on more than two consecutive occasions entered into an employment contract for a specified term for the performance of similar work or extended the contract entered into for a specified term more than once in five years, the employment relationship shall be deemed to have been entered into for an unspecified term from the start. Entry into employment contracts for a specified term shall be deemed consecutive if the time between the expiry of one employment contract and entry into the next employment contract does not exceed two months.
12: Maximum cumulated duration of successive standard FTCs	120 months
13: Types of work for which temporary work agency (TWA) employment is legal	If fixed-term duties are performed by way of temporary agency work, an employment contract may be entered into for a specified term also if it is justified by the temporary characteristics of the work in a user undertaking.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	If duties are performed by way of temporary agency work, the restriction on consecutive entry into or extension of an employment contract for a specified term mentioned in item 11 shall be applied to every user undertaking separately (ECA § 10 (2)).
15: Maximum cumulated duration of TWA assignments (f)	The restriction on consecutive entry into or extension of an employment contract for a specified term mentioned in items 11 and 12 shall be applied to every user undertaking separately. By contrast, there is no limit on regulations on number and duration of the contracts between the TWA and the employee.
16: Does the set-up of a TWA require authorisation or reporting obligations?	Temporary agency work services may be provided by a legal person in private law who has been registered as an intermediary of temporary agency work in the register of economic activities.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	The Equal Treatment Act (into force since 1 January 2009) (§ 11^1) establishes equal treatment of regular workers as well as employees who perform duties by way of temporary agency work. Employees who perform duties by way of temporary agency work should not be subjected to less favorable conditions of occupational health and safety, working and rest time and remuneration for work than those applied to comparable employees of the user undertaking. Employees who perform duties by way of temporary agency work are entitled to use, during the period of performing duties, the benefits of the user undertaking, first of all meal, transportation and childcare services, on the same conditions as comparable employees of the user undertaking.
18: Definition of collective dismissal (b)	Redundancy within 30 days if: (1) an employer who employed up to 19 employees terminates the employment contracts of at least 5 employees; (2) an employer who employs 20-99 employees terminates the employment contracts of at least 10 employees; (3) an employer who employs 100-299 employees terminates the employment contracts of at least 10% of employees; (4) an employer who employs at least 300 employees terminates the employment contracts of at least 30 employees.

19: Additional notification requirements in cases of collective dismissal (g)	Before an employer decides on collective termination he or she shall consult in good time the trustee / shop steward or, in his or her absence, employees with the goal of reaching an agreement on prevention of the planned terminations or reduction of the number thereof and mitigation of the consequences of the terminations, including re-employment assistance or re-training of the employees to be laid off. After consultations an employer shall submit in writing the information about collective terminations and consultations to the Estonian Unemployment Insurance Fund (ECA 101 & ECA 102). Calculation (for EPL indicators): 2 minus the notification requirements required for individual dismissals
20: Additional delays involved in cases of collective dismissal (h)	Collective termination of employment contracts enters into force upon the expiry of the term for advance notice of termination, but no sooner than 30 calendar days after the time when the Estonian Unemployment Insurance Fund received the information. Given average notice period this does not imply additional constraints. However, consultation with unions, for up to 15 days, must be undertaken before notifying the Estonian Unemployment Insurance Fund. The Estonian Unemployment Insurance Fund may extend the term up to 60 calendar days if it finds that it cannot resolve the employment problems relating to the collective termination within 30 calendar days. Calculation: 15 days for consultation + 30 for Fund notification minus value reported in Item 2 for economic reasons (1 day) and 3 (1 month) = 14 days
21: Other special costs to employers in case of collective dismissals (i)	No additional requirements.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	An insured person does not have the right to receive an unemployment insurance benefit if the person's last employment ended upon cancellation of the contract of employment at the initiative of the employee or by agreement of the parties i.e. unemployment is voluntary. There is also no right for unemployment insurance benefit if the person has been released for a disciplinary offence. If the unemployed person has quit a job voluntarily and is now registered as unemployed, actively looking for work and has worked or engaged in other activities for at least 180 days prior to the registration as unemployed, he/she will be entitled to unemployment allowance.

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

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

FINLAND

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Personal reasons: Statement of reasons and information on appeals procedures given to the employee upon request (Chapter 9, Sec. 5 of the Employment Contracts Act). Before the employment relationship can be ended, the employer is required by the law to give an opportunity to the employee to be heard concerning the grounds of dismissal. Advance discussion with employee and trade union if requested by employee. Lack of work: In companies with 20 or more employees, notification to employment office and trade union representatives and consultation on reasons and ways to avoid lay-off; in companies with less than 20 employees, only employer's duty to explain to the employee the grounds for termination of employment and the alternatives (see Chapter 9, Sec. 3 of the Employment Contracts Act). Grounds for dismissal/termination of the employment relationship can be complemented/supplemented for example in the event of a dispute (during court proceeding) if the employer has not been aware of these grounds when giving grounds for termination to the employee in writing. Value (for EPL indicators): 2.25 - Personal reason: 1.5 = average of 2 cases with (3: consultation with trade unions)/without(0: no consultation, no reason stated) consent of the employee - Lack of work: 3 As of a certain number of dismissals (see Item 18): see Item 19
2: Delay involved before notice can start	Personal reasons: Notice orally or in writing. If notice sent by letter, it is then deemed to have been received by the recipient at the latest on the seventh day after the notice was sent (Chapter 9, Sec. 4, Employment Contract Act, Työsopimuslaki). Before the employment relationship can be ended, the employer is required by the law to give an opportunity to the employee to be heard concerning the grounds of dismissal. Advance discussion with the employee and trade union if requested by the employee. Lack of work: In companies with 20 or more employees: prior to notice, invitation to consultation, 5 day delay, then consultation for 14 days, then notice orally or in writing. In companies with less than 20 employees: notice orally or in writing. Calculation (for EPL indicators): average of personal reasons (6+(1+7)/2=10 days) and lack of work (1+5+14+1 = 21 days) = (10+21)/2 = 15.5 As of a certain number of dismissals (see Item 18): see Item 20
3: Length of notice period at different tenure durations (a)	All workers: 14d<=1y, 1m<=4y, 2m<=8y, 4m<=12y, 6m>12y. Calculation (for EPL indicators): 9 months tenure: 14 days, 4 years tenure: 1 months, 20 years tenure: 6 months.
4: Severance pay at different tenure durations (a)	All workers: None.

5: Definition of unfair dismissal (b)	Fair: Dismissals are justified for "specific serious reasons", including personal characteristics and urgent business needs. Unfair: Dismissals for an employee's illness, participation in a strike, union activities and political or religious views+ resort to means of legal protection available to employee (Chapter 7, Sec. 2, subsection 2, paragraph 4 of the Employment Contracts Act).. Dismissals for economic and personal reasons are valid only if employees cannot be reasonably, in view of their skills and abilities, transferred or retrained. Economic reasons is not a ground for dismissal if the employer, either before giving notice or soon after the employment contract has been terminated, hires a new employee for tasks similar to those performed by the dismissed employee (Chapter 7, Sec. 3, employment Contracts Act). In the event of dispute, the court will consider: • if the employer has had a proper and weighty reason to terminate an employment contract; • if the work to be offered has diminished substantially and permanently and • if the employee can be placed in or trained for other duties. The court will not consider if the management decision of the employer has been reasonable or rational (Employment Contracts Act, Chapter 7, Sec. 1, 3 and 4). Alternatives that need to be considered before dismissal (Employment Contracts Act Chapter 6, Sec. 6 and Chapter 7, Sec. 4, 12 and 13.): • Employer's obligation to offer work and provide training: see Chapter 7, Sec. 4 of the Employment Contracts Act. • Many collective agreements include provisions on selection criteria. • Regarding employee's right to employment leave and employer's duty to offer employee coaching and training at the end of the employment relationship, please see Chapter 7, Sec. 12 and 13 of the Employment Contracts Act. • Provisions on re-employment of an employee are laid down in Chapter 6, Sec. 6 of the Employment Contracts Act. Selection criteria in collective agreements (CA) often have both a social and operational basis. Ex: CA between Technology Industries of Finland and Industrial Union (8.11.2017-31.10.2020.): "35.2 Order of workforce reductions The employees last dismissed or laid off by the employer shall be those whose vocational skills and other abilities are important for enterprise operations and those working for the same employer who have lost part of their working capacity. The employer shall also take not of the employee's length of service and number of dependants." Provisions like this are rather common in other collective agreements as well.
6: Length of trial period (c)	6 months (all workers) (Employment Contracts Act, Chapter 1, Sec. 4)
7: Compensation following unfair dismissal (d)	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 (Employment Contracts Act Chapter 12, sec. 2.). Calculation (for EPL indicators): Typical compensation at 20 years tenure (all workers): 14 months.
8: Reinstatement option for the employee following unfair dismissal (b)	No reinstatement.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	After the termination of employment the claim for compensation based on unfairness of the dismissal must be filed within 2 years (Employment Contracts Act Chapter 13, Sec. 9.)
10: Valid cases for use of standard fixed term contracts	Permitted for temporary replacements, traineeship, and special business needs (unstable nature of service activity, etc.). At the request of the employee, the employment contract can always be concluded for a fixed term, and the contract is binding upon the employer and the employee. An employer may hire a long-term unemployed (12 months) for a fixed term contract valid for maximum one year without giving a justified reason for the fixed term. (Employment Contracts Act Chapter 1 Sections 3 and 3 a)

11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	In the case of successive contracts, justification of limitation of contract subject to court examination (Employment Contracts Act Chapter 1 Section 3).
12: Maximum cumulated duration of successive standard FTCs	No limit
13: Types of work for which temporary work agency (TWA) employment is legal	General, but there are restrictions in several collective agreements as far as the use of TWA employment by the user company. The type of restrictions and their substance vary from one collective agreement to another. The most common ones restrict the use TWA employees for a limited time and for limited tasks.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No for assignments. For contracts: same restrictions as for fixed-term contracts if the contract between the agency and the worker is fixed-term. It is not possible to use fixed-term TWA contracts when the agency has a permanent need of labour (Employment Contracts Act Chapter 1 Section 3).
15: Maximum cumulated duration of TWA assignments (f)	Restrictions on the length of assignments in certain collective agreements. No limit for contracts, if the latter are open-ended.
16: Does the set-up of a TWA require authorisation or reporting obligations?	No
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Some temporary agencies have their own collective agreement. In the absence of such an agreement, the minimum terms and conditions of the work performed by the agency's employees are determined on the basis of the collective agreement followed by the company that hires the workers (Employment Contracts Act Chapter 2 Sections 9 and 9 a).. If no collective agreement is applicable to an agency worker's employment relationship, their wages, working hours and annual holiday allowance must, at a minimum, be consistent with any agreements or policies that the user company is legally bound to observe or that are otherwise observed in the sector in question. Any terms and conditions of employment that are not laid down in a collective agreement are agreed between the worker and their employer, i.e. the temporary agency. This means that the terms and conditions applicable to agency workers can be different from those applied to the user company's other employees (in respect of, for example, lunch breaks and the right to a telephone). Agency workers accrue holiday and pension benefits just like other employees. Agency workers can also take family leave. Hired workers (temporary agency workers) have the right to access the services and common facilities provided by the user enterprise for its employees on the same terms and conditions under which the enterprise offers these to its own employees, unless different treatment is justified for objective reasons. However, the user enterprise is not obliged to provide financial support for the hired workers' (temporary agency workers) use of such services and facilities.
18: Definition of collective dismissal (b)	>9 workers in firms >20 employees, in case of dismissal for financial or production-related reasons. (Act on Co-Operation within Undertakings Chapter 1, Sec. 2.and Chapter 8.)
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Consultation with trade union or personnel representatives. Notification of public authorities: Notification to local employment office.
20: Additional delays involved in cases of collective dismissal (h)	Undertakings/firms who fall within the scope of application of the Act on Co-Operation within Undertakings: When an employer with more than 20 employees is considering laying off at least 10 employees, the mandatory period for negotiating with employees or their representatives is extended from 14 days to six weeks. (Act on Co-Operation within Undertakings, Chapter 8.) Employers (undertakings/firms) falling out of the scope of application of the Act on Co-Operation within Undertakings, Sec. 2 and 3 of Chapter 7 of the Employment Contracts Act apply. In addition provision of the Employment Contracts Act concerning notice periods (Chapter 6, Sec. 3) as well as provision concerning delivery of notice on the termination of an employment contract (Chapter 9, Sec. 4) and provision concerning notifying the employee of the grounds for termination (if the employee requests this, Chapter 9, Sec. 5) apply to all employees regardless of the size of the firm (see also answers given to items 2 and 3).
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on alternatives to redundancy and ways to mitigate the effects. Selection criteria: As laid down in collective agreements, selection procedure usually takes account of seniority, family circumstances and the retention of skilled personnel. Severance pay: No legal requirements.

22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	If an unemployed person quits a job without good cause, he/she loses entitlement to unemployment benefit usually for 90 days after the termination of employment. If the remaining duration of employment would have been 5 days at a maximum, unemployment benefit will be lost for 30 days (Chapter 5, section 13, and Chapter 7, section 10 of the Unemployment Security Act.).

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

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

FRANCE

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Any employer who plans to terminate an open-ended employment contract must follow a strict procedure for the dismissal of an employee on personal or economic grounds: Dismissal on personal grounds (L. 1232-2, L. 1232-6): - before any decision is taken, summon the employee to a preliminary meeting by registered letter or by letter delivered personally with acknowledgment of receipt. - draft and send a dismissal letter to the employee. - comply with a notice period. Dismissal on economic grounds (L. 1233-11, L. 1233-15): - before any decision is taken, summon the employee to a preliminary meeting by registered letter or by letter delivered personally with acknowledgment of receipt. - draft and send a redundancy letter to the employee: redundancy notification must be sent by registered letter with acknowledgment of receipt. - comply with a notice period. - Within 8 days of the redundancy notification, inform the Direction régionale des entreprises, de la concurrence, de la consommation, du travail et de l'emploi (DIRECCTE). Other specific procedures must be complied with in the event of the planned dismissal of a protected employee. These include consultation with the works council and obtaining the authorisation of the labour inspector (inspecteur du travail). Within fifteen days following dismissal notification, the employee may, by registered letter, ask the employer for details of the reasons set out in the dismissal letter. The employer has fifteen days after receipt of the employee's request to provide further details. He shall communicate these details to the employee by registered letter. Within a period of fifteen days following notification of the dismissal the employer may, on his own initiative, specify the reasons for the dismissal (Art. R. 1232-13). As of a certain number of dismissals (see Item 18): see item 19
2: Delay involved before notice can start	Personal grounds: Minimum delay to be respected between receipt of the letter summoning the employee to the preliminary meeting (minimum 5 working days); delay of not less than two working days after the scheduled date for the preliminary meeting; thereafter, the date of receipt of the registered letter notifying the employee of dismissal dictates the start of the notice period (3 days) (L. 1232-2, L. 1232-6). Economic grounds: Minimum delay to be respected between receipt of the letter summoning the employee to the preliminary meeting (minimum 5 working days); delay of 7 days between the preliminary meeting and the date of receipt of the registered letter notifying the employee of dismissal (2 weeks for managers); thereafter, the written notification of dismissal marks the beginning of the notice period (L. 1233-11, L. 1233-15). Calculation (for EPL indicators): average for personal grounds (1+5+2+3) and economic grounds (average for managers, blue collars, white collars and supervisors/technicians: (1+5+(3*7+15)/2+3)) As of a certain number of dismissals (see Item 18): see item 20
3: Length of notice period at different tenure durations (a)	Less than 6 months' tenure: no legal minimum notice period; 6 months' to 2 years' tenure: 1 month; over 2 years' tenure: 2 months (collective agreements may provide for longer notice periods or more favourable tenure conditions. They usually make a distinction between notice periods for managers and non-management staff) (L. 1234-1). Collective agreements for managers generally set higher notice periods: around 2 months at 9 months tenure, 3 months at 4 years and 4 months at 20 years Calculations (for EPL indicators): average notice period for blue collars, white collars, supervisors/technicians (the law) and managers (collective agreements). 9 months' tenure: 1,25 months (=(3*1+2)/4) 4 years' tenure: 2.25 months (=(3*2+3)/4) 20 years' tenure: 2.5 months (=(3*2+4)/4)

4: Severance pay at different tenure durations (a)	Severance pay is paid only to staff with at least 8 months of tenure. All employees: 1/4th of monthly salary per year of tenure until ten years' tenure, 1/3rd after ten years' tenure (Articles L1234-9, R1234-2). Collective agreements for managers generally set a higher severance pay at 20 years' tenure, which is around 10 months of pay. Calculations: average notice period for blue collars white collars, supervisors/technicians (the law) and managers (the law except at 20 years' tenure: 10 months). Calculation (for EPL indicators): 9 months' tenure: 0.19; 4 years' tenure: 1 months; 20 years' tenure: 6.87 months.
5: Definition of unfair dismissal (b)	Fair: There must be real and serious grounds for a dismissal to be deemed fair. Grounds may be personal or economic. Dismissal on personal grounds (art. L. 1232-1): the employer must justify grounds that are valid and related to the individual in order to proceed with dismissal. These may include professional misconduct, incompetence, inaptitude, etc. An employee who is declared unfit by the physician must be reclassified by the employer, taking into account his or her capacities (Articles L. 1226-2 and L. 1226-10). The new job must correspond as closely as possible to the former job, if necessary by means of adaptation measures or working time arrangements. The employer's reclassification obligation is deemed to be satisfied when the employer offers the employee a new job, taking into account the opinion of the occupational physician. Dismissal on economic grounds (art. L. 1233-2, 1233-3): the employer must justify economic grounds in order to dismiss an employee. Dismissal on economic grounds is taken as dismissal on grounds that are not personal and related to the employee as a result of reorganisation, employment reduction or a modification, refused by the employee, of an essential provision in the employment contract, as a result of economic difficulties or technological developments. The August 2016 Labour law clarified the definition of real and serious causes for dismissals for economic reasons. It now explicitly includes a substantial reduction in at least one of several economic indicators listed in the law, such as losses, orders or turnover (Article 1233-3). Dismissal of an employee on economic grounds can be contemplated only once all efforts have been made with regard to retraining and if the employee cannot be reassigned within the firm or the enterprises of the group to which the firm in question belongs (Art. L1233-4 French Labour Code). Dismissed workers benefit from a priority for re-hiring (L. 1233-45) Criteria for selecting which workers to dismiss include tenure and social characteristics (L. 1233-5, 1233-7). Unfair: An unfair dismissal is a dismissal that is not based on real and serious grounds. For example, for a dismissal claimed to be on economic grounds, the sole aim of saving money or boosting the firm's profits cannot be used as an argument to define economic difficulties. The following conditions may not be used to justify dismissal on economic grounds: economic difficulties when there is a marked increase in sales and when the dismissal is designed to boost profitability at the expense of stable employment. Void: A void dismissal: dismissal for reasons with regard to the employee's private life, based on discriminatory grounds or as a result of psychological or sexual harassment. As of a certain number of dismissals (see Item 18)in firms with 50 employees or more: The employer should put in place an employment preservation plan (plan de sauvegarde de l'emploi – PSE) which includes a number of measures aimed at limiting the number of redundancies and encouraging the reassignment of the workers who are laid off (L1233-61).

6: Length of trial period (c)	Pursuant to Article L1221-19 of the French Labour Code, "the maximum duration of trial periods in relation to open-ended employment contracts are as follows: (1) two months for blue collar and white collar workers; (2) three months for supervisors and technicians; (3) four months for managers". The trial period may be renewed once if expressly provided for under the applicable branch-level collective bargaining agreement. This agreement stipulates the conditions and durations of renewals (Art. L1221-19 French Labour Code). Longer durations are possible if provided for under an extended branch-level collective bargaining agreement. Most collective bargaining agreements (CAs) provide for longer trial periods for managers, which are around 7, including any renewal. A written agreement must be drawn up between the parties and is usually required for any renewal of the trial period. Calculations (for EPL indicators): average trial periods for blue collars, white collars, supervisors/technicians (the law) and managers (collective agreements): (2+2+3+7)/4 = 3.5 months (instead of 2.75 without CAs) The employer may terminate the trial period by giving notice to the employee within a period of not less than (Art. L. 1221-25): twenty-four hours within eight days of tenure; forty-eight hours between eight days and one month of tenure; two weeks after one month of tenure; one month after three months of tenure.
7: Compensation following unfair dismissal (d)	In addition to severance pay, compensation is paid to the workers following a schedule introduce by Article 2 of Ordonnance n° 2017-1387. It is between 3 and 15.5 months of wage at 20 years' tenure (Art. L. 1235-3). Calculation (for EPL indicators): 12.38 (= (max+"mean")/2 with max=15.5, min=3 and "mean"=(min+max)/2) As of a certain number of dismissals (see Item 18) in firms with 50 employees or more (Art. L1235-10 & 1235-11): The absence (or insufficiency) of the redeployment scheme (integrated into the employment preservation plan) may entail the nullity of the redundancy procedure; as a result, if the judge orders the reinstatement of the employee upon his/her request (with back pay), the employer cannot refuse.
8: Reinstatement option for the employee following unfair dismissal (b)	If the court rules that the dismissal is unfair, it may order the reinstatement of the employee upon the latter's request. However, if the employer refuses, reinstatement does not occur and the worker is awarded compensation (Art. L. 1235-3). In cases of dismissal on personal grounds, if a redundancy is declared void on grounds of discrimination, reinstatement is legally binding and the employee is considered to have never ceased exercising his/her duties. As of a certain number of dismissals (see Item 18) in firms with 50 employees or more (Art. L1235-10 & 1235-11):The absence (or insufficiency) of the redeployment scheme (integrated into the employment preservation plan) may entail the nullity of the redundancy procedure; as a result, if the judge orders the reinstatement of the employee upon his/her request, the employer cannot refuse.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	Any claim related to the termination of the employment contract must be filed within 12 months from the date of notification of the termination (Article L1471-1). Calculation (for EPL indicators): 9.75 (12 – notice period at 4 years) As of a certain number of dismissals (see Item 18) in firms with 50 employees or more: The homologation by the DIRECCTE can be challenged until 2 months after dismissal (Article 1235-7-1).

10: Valid cases for use of standard fixed term contracts	A fixed-term contract (FTC), whatever its grounds, cannot be used on a long-term basis to fill jobs that are related to the company's regular and permanent business. In principle, a fixed-term contract may be entered into only for a specified and temporary assignment. Valid cases for use of fixed-term contracts: - Replacement of a salaried employee: A fixed-term contract may be used to replace temporarily absent employees or if a contract is suspended (due to illness, maternity leave, paid holiday leave, parental leave, etc.); if the employee has shifted temporarily to part-time work (parental leave, leave of absence to set up or take over a business, etc.); or, if the employee has left the company, until his/her post is suppressed. - Replacement of a non-salaried worker: A fixed-term contract may be used to replace a company owner, a person exercising a liberal profession or a farm manager. An absent spouse may also be replaced when s/he plays an active role in the business or farm. - Temporary increase in workload: A fixed-term contract may also be used in the event of a temporary increase in the company's workload. However, in the 6 months following a redundancy on economic grounds, it is possible to use a fixed-term contract for jobs concerned by the redundancy only if the fixed-term contracts are for no more than 3 months and cannot be renewed, or in the event of exceptional export orders that require the deployment of more significant qualitative or quantitative resources than the enterprise usually requires, subject to informing and consulting with the staff representatives. - Delay before a new employee can begin employment on an open-ended contract: the post-holder must be recruited but is unable to start work immediately. - Seasonal employment - Jobs for which the use of fixed-term contracts is common practice: the business sectors are set out by decree or are covered by extended collective bargaining agreements They include the entertainment industry, hotels, restaurants and catering, holiday and leisure centres, forestry operations, among others. - Support hiring of some categories of unemployed persons under legal provisions ;
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	FTCs may be renewed under certain conditions. This is done by extending the initial contract; not by entering into a new contract (Articles L. 1243-13 et L. 1243-13-1). The fixed-term contract may be renewed twice if this is provided for in the terms of the contract or in an amendment in the form of a supplementary agreement that is submitted to the employee before the end of the contract and if the total duration of the contract, taking into account the renewal, does not exceed the maximum allowed duration (variable according to the grounds for the use of a fixed-term contract). Successive fixed-term contracts may be entered into with the same employee in the following cases: - to replace an employee who is absent or whose employment contract has been suspended; - in the event of seasonal work or cases in which the use of open-ended contracts is not common practice; - to replace a company owner or farm manager. Except as otherwise provided for, when a fixed-term contract terminates, a new fixed-term contract may not be entered into for the same post before the expiry of a specific deadline known as a grace period (periode de carence). The grace period is equivalent to: either one third of the duration of the fixed-term contract (if the duration of the contract, renewal included, is at least 2 weeks), or half the duration of the fixed-term contract (if the duration of the contract, renewal included, is less than 2 weeks). Possible deviations by collective agreements (Articles L. 1243-13 et L. 1243-13-1).. Estimated number: 3
12: Maximum cumulated duration of successive standard FTCs	The maximum cumulated duration of FTCs depends on the reasons for using such contracts. But, in principle, the maximum duration is 18 months, although this can vary from 9 months (while awaiting the arrival in the enterprise of an employee recruited on an open-ended contract) to 24 months (permanent abolition of a post, overseas mission or exceptional export order) Possible deviations by collective agreements (Articles L. 1242-8 et L. 1242-8-1).
13: Types of work for which temporary work agency (TWA) employment is legal	Use of TWA employment is restricted to "objective" cases, as for FTCs (temporary work assignments may not be used on the grounds of a temporary increase in the company's workload for a position that has been subject to a redundancy on economic grounds until 6 months have elapsed).
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	Yes. A new contract/assignment for the same position may start only after the expiry of a delay equivalent to one third of the duration of the initial contract. Possible deviations by collective agreements (Articles L. 1251-35).

15: Maximum cumulated duration of TWA assignments (f)	Each assignment gives rise to the conclusion of: (1) a service contract between the TWA and the user (client) firm; and (2) an employment contract known as the "assignment contract" between the temporary worker and the employer, i.e. the temporary work agency (Article L1251-1, French Labour Code). The duration of the assignment with the user firm (i.e. the enterprise to which the temporary worker is assigned) is subject to the same rules as those governing fixed-term contracts. Possible deviations by collective agreements (Articles L. 1251-12).
16: Does the set-up of a TWA require authorisation or reporting obligations?	Yes. Specific administrative authorisation is required.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Equal treatment in terms of remuneration and other working conditions.
18: Definition of collective dismissal (b)	Collective dismissal is defined as the termination of the employment contracts of a number of employees as a result of redundancies on economic grounds. Regulations provide for different arrangements and procedures according to the number of employees concerned (fewer than 10 or 10 or more) by this measure at the same time. For cases of 10 or more dismissals in a given period of 30 days, the employer must comply with significantly more obligations
19: Additional notification requirements in cases of collective dismissal (g)	The employer must comply with specific procedural rules to notify, inform and consult with staff representatives, hold preliminary interviews and inform the administrative authorities (Direction régionale des entreprises, de la concurrence, de la consommation, du travail et de l'emploi - DIRECCTE) (art. L. 1233-39). In firms with 50 employees or more, the dismissal needs to be approved by the DIRECCTE (art. L1235-10).
20: Additional delays involved in cases of collective dismissal (h)	The procedure varies according to the size of the enterprise and the presence (or not) of staff representative bodies. Firms with 50 employees or more: Two notifications to the DIRECCTE: one at the start of the negotiation (after the first meeting with the work council (CE)) and a second one at the end (after the second meeting) (articles L1233-46 et L1233-57-1). The CE has between 2 and 4 months (delay between the two meetings) to give its views on the project of the employer, depending on the size of the dismissal (art. L1233-30). In all cases, the delay between the two meetings cannot be shorter than 2 weeks. The DIRECCTE notifies the employer of the homologation decision within 15 days if there has been agreement, within 21 if not (art. 1233-57-4). Calculation (or EPL indicators): average of (60+120)/2=90 days for maximum delay between meetings; average of minimum and maximum delay between meeting (15+90)=52.5 days plus average of (15+21)/2/2=9 days for homologation + 1 day for calling for the first meeting + 3 days for registered letter minus 18 days for individual dismissal = 47.5 days.. Firms with less than 50 employees: notification to the administrative authority not before the day following the first meeting of the staff representatives, then notification of dismissal by registered letter 30 days after notification is given to the administrative authorities minus 18 days for individual dismissals = 16 days Calculation (for EPL indicators): average across firms with 35, 150 and 350 employees (=(47.5+47.5+16)/3).
21: Other special costs to employers in case of collective dismissals (i)	When the dismissal concerns at least 10 workers in a 30-day period in an enterprise with at least 50 employees, the employer must put in place an employment preservation plan (plan de sauvegarde de l'emploi – PSE) which includes a number of measures aimed at limiting the number of redundancies and encouraging the reassignment of the workers who are laid off. The absence (or insufficiency) of the redeployment scheme (integrated into the employment preservation plan) may entail the nullity of the redundancy procedure; as a result, if the judge orders the reinstatement of the employee upon his/her request, the employer cannot refuse. The plan may include measures: - for the internal reassignment of employees – creation of new tasks within the enterprise; - for the redeployment of employees outside the enterprise, particularly by supporting growth in the local employment area; - for lending support to the creation or takeover of businesses; - for reducing or reorganising working hours. A certain number of measures are designed to spur growth in the employment areas where enterprises that are dismissing employees on economic grounds are located. These measures are applied differently, depending on whether the enterprise concerned is or is not required to offer redeployment leave. Measures to spur growth in employment areas are decided after consultations with the local authorities, chambers of commerce and the social partners from the regional interbranch joint committee (commission paritaire interprofessionnelle régionale). Severance pay: no specific measures for collective dismissals.

22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No As of a certain number of dismissals (see Item 18): in firms with 50 employees or more, a collective dismissal needs to be approved by the administrative authority (art. L1235-10).
24: Pre-termination resolution mechanisms granting unemployment benefits	The "rupture conventionnelle" grant unemployment benefits under the same conditions as dismissal (Art. L. 1237-11 to L. 1237-16). The administrative authority tends not to allow the "ruptures conventionnelles" from a certain number of requests. As of a certain number of dismissals (see Item 18): If the employer provides incentives for voluntary quits, volunteers are eligible to unemployment benefits after a waiting period of 75 days. The rupture conventionnelle collective, introduced in 2017, grants unemployment benefits after a waiting period of 150 days.

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

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

GERMANY

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Legal requirement for notification to employee to be in writing, after oral or written warnings to employee in case of dismissal for reasons related to the conduct of the employee.. Previous notification of planned dismissal, including reasons for termination, to works council (if one exists - works councils covered 47% of employees in 2004 - source EIRO) is necessary. Works council can make a statement within 1 week. In case of notice given despite works council objection and subsequent law suit, dismissal has to wait for decision by Labour Court.(§ 623 Bürgerliches Gesetzbuch (BGB)) According to § 102 para. 1 Sentence 2 Betriebsverfassungsgesetz (BetrVG) - Works Constitution Act - the employer is obligated to inform the work council about the reason for dismissal. It is not mandatory to provide that information in writing. Special cases: notice to a disabled person requires prior consent of public authorities (Integrationsamt); notice to a pregnant woman and until 4 months after delivery requires prior consent of public authorities (Behörde für Arbeitsschutz): notice to a person on parental leave requires prior consent of public authorities.Value (for EPL indicators): 1.75 (= average between 1 without work council's objection and (1+4)/2=2.5 with work council's objection, since authorisation from the court only in case of subsequent law suit). As of a certain number of dismissals (see Item 18): see item 19
2: Delay involved before notice can start	If a works council exists, the employer has to inform it first. Works Council can make a statement within a week. Notice can then be served, but takes effect either on the last or on the 15th day of the month. Calculation: 16 days (1 day for notification of works council + 7 days for statement + 1 day for notification of employee + 7 days on average for last/15th of month) As of a certain number of dismissals (see Item 18): see item 20
3: Length of notice period at different tenure durations (a)	All workers: 2w in trial period, 4w<2y, 1m<5y, 2m<8y, 3m<10y, 4m<12y, 5m<15y, 6m<20y, 7m>20y. (§ 622 BGB) Calculation (for EPL indicators): 9 months tenure: 4 weeks, 4 years tenure: 1 month, 20 years tenure: 7 months.
4: Severance pay at different tenure durations (a)	Personal reasons: there is no right to severance pay in cases of dismissal for personal reasons, although severance pay may be provided through collective agreements or social plans. Operational reasons: If a dismissal is based on business needs or compelling operational reasons, the employee has a right to a severance payment if he does not bring his case to the court within 3 weeks. The right is only given if the employer points out in the notice that the dismissal is caused by business needs or urgent operational reasons and that the employee has a right to severance payment if he accepts the dismissal. The amount of the severance payment is a half month pay for each year of tenure (§ 1a Kündigungsschutzgesetz (KSchG)). Calculation: 0 months since the employer is free to offer or not severance pay. No severance pay in establishments employing 10 or fewer employees.

5: Definition of unfair dismissal (b)	Fair: Dismissals based on factors inherent in the personal characteristics or behaviour of the employee (such as insufficient skill or capability), or business needs and compelling operational reasons. A dismissal for economic or operational reasons is the result of an independent business decision. A court can examine whether this decision was obviously unobjective, unreasonable or arbitrary. 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) (§ 1 para. 3 KSchG). Rehabilitation must already have been attempted before dismissal, or the dismissal is considered unfair. (§ 1 para. 2 and 3 KSchG) Establishments employing 10 or fewer employees are exempt from regular employment protection legislation. Special protection is still provided to protect employees against discriminatory dismissal and arbitrary dismissal. As of a certain number of dismissals (see Item 18): a social plan to be set up in conjunction with Works Council, regulating selection standards, transfers, lump-sum payments, early retirement.
6: Length of trial period (c)	6 months (all workers). During trial period a termination of the employment relationship is possible with two weeks' notice. (§ 622 para. 3 BGB)
7: Compensation following unfair dismissal (d)	Compensation of up to 12 months, depending on length of service (15 months if aged over 50 and tenure >15 years, 18 months if aged over 55 and tenure > 20). Compensation must be requested for by employee or employer during court action; continuation of employment must be unreasonable for one of the parties. In some cases, additional liability for wages from the expiry date of the notice to the conclusion of the court hearing (§ 10 KSchG). Calculation (for EPL indicators): Typical compensation at 20 years tenure (all workers): 18 months
8: Reinstatement option for the employee following unfair dismissal (b)	A reinstatement order is possible, although rarely taken up by the employee concerned. However, courts can dissolve the employment relationship upon request of either party when continuation of employment is no longer possible even when the dismissal is found to be unfair. In such cases, the Court awards compensation. The evidence on court rulings suggests that, in practice, this often occurs (§§ 9, 10 KSchG).
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	3 weeks (§ 4 KSchG).
10: Valid cases for use of standard fixed term contracts	Fixed-term contracts without specifying an objective reason are possible up to 2 years or up to 4 years if an employer launches a new business. Exception: with employees over 52 years of age and unemployed for more than 4 months or participating in a public employment measure for more than 4 months, fixed-term contracts are possible without any restrictions (§ 14 Teilzeit- und Befristungsgesetz (TzBfG)).
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	4, up to an entire length of 2 years. Exception: employees who are older than 52 when beginning the employment and if an employer launches a new business. Objective reason: Successive fixed-term contracts with objective reason are possible without any restrictions, but there must be an objective reason for each successive contract. § 14 TzBfG
12: Maximum cumulated duration of successive standard FTCs	24 months (No legal limit in case of objective reason). Exceptions: launching a new business: 48 months, older unemployed (see above): 60 months Calculation (for EPL indicators): average of 24 and 48 months.
13: Types of work for which temporary work agency (TWA) employment is legal	General, with exception of construction industry. In the construction industry the law does not prohibit the use of TWA employment if there is a universally-binding collective agreement allowing its use, which in January 2013 was not the case.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No for assignments Yes for contracts between the agency and the worker (see fixed term contracts - item 10)
15: Maximum cumulated duration of TWA assignments (f)	The maximum cumulated duration of TWA assignments with the same user firm is 18 months (Gesetz zur Änderung des Arbeitnehmerüberlassungsgesetzes und anderer Gesetze). However, sectoral collective agreements, which allow a prolonged duration, can be negotiated. In the area covered by such a collective agreement, employers, who are not bound by a collective agreement, can adopt the regulations in employment agreements . Contracts between the agency and the worker can be open-ended.

16: Does the set-up of a TWA require authorisation or reporting obligations?	TWA needs permission by labour authority and needs to report regularly.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	The basic principle is equal treatment on pay and conditions. However deviating from this principle is allowed within the first nine months of a TWA assignment, if a collective agreement is applied to the employment. A deviation from the principle for more than nine months is allowed, if there is an additional collective agreement (Zuschlagstarifvertrag), which increases the wages of the workers gradually to equal pay. These additional "Zuschlagstarifverträge" have to comply with the following conditions: the first increase in salary has to start after six weeks and after 15 months at the latest the workers have to reach the salary, which is defined as equal by the collective agreement (Arbeitnehmerüberlassungsgesetz).
18: Definition of collective dismissal (b)	Within 30 days, >5 dismissals in firms 21-59 employees; 10% or > 25 dismissals in firms 60-499; >30 dismissals in firms > 500 employees. Firms with 20 employees or less are exempt from requirements for collective dismissals.
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Consultation with Works Council. Notification of public authorities: Notification of local employment office. Value C1N: 3.25 (= average between 3 without work council's objection and (3+4)/2=3.5 with work council's objection, since authorisation from the court only in case of subsequent law suit)
20: Additional delays involved in cases of collective dismissal (h)	Minimum 2 weeks negotiation with works council before notification to PES. 1 month delay after notice to PES (which can be extended to two months), but procedures for individual notification (cf. items 2 and 3) can be implemented simultaneously to notification to PES (§17 Kündigungsschutzgesetz).
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on alternatives to redundancy and ways to mitigate the effects; social plan to be set up in conjunction with Works Council, regulating selection standards, transfers, lump-sum payments, early retirement etc. Selection criteria: Social as well as economic considerations can enter the selection criteria, e.g. labour market prospects of concerned employees and economic viability of the company. Severance pay: No legal requirements, but the social plan usually includes termination payments for affected employees. Very often a termination payment is calculated using the formula Tenure x Monthly wage x Factor, where the factor varies between 0.5 and 1.5 and tends, therefore, to be greater than what reported in Item 4.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	In case of notice given despite works council objection and subsequent law suit, dismissal has to wait for decision by Labour Court (§ 623 Bürgerliches Gesetzbuch (BGB).
24: Pre-termination resolution mechanisms granting unemployment benefits	In case of fulfilment of the prerequisites under German law, an unemployed person generally stays eligible to receive unemployment benefits even if the employment relationship has been terminated unilaterally by the employee or mutually by resignation agreement. However, a temporary blocking period applies, during which the unemployed person is not qualified to receive unemployment benefits and which reduces the period of entitlement to such benefits unless the unemployed had a legally acknowledged important reason for terminating the employment relationship.

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

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

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

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

GREECE

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Written notice to employee, plus additional notification to OAED local office (public employment service).Previous warning in case of dismissal for poor performance may be advisable(L.2112/1920 as amended by L.3198/1955 and L.4093/2012 sub, par. IA, 12). As of a certain number of dismissals (see Item 18): see Item 19
2: Delay involved before notice can start	Letter sent by mail or handed directly to the employee. Previous warning in case of dismissal for poor performance may be advisable. In the case of termination of a private sector employee's open-ended employment contract, having lasted more than twelve (12) months, the notice period comes into effect from the day following its notification to the employee. (Law 2112/1920 Law 3198/1955 & L4093/2012 Subpar. IA .12) Calculation (for EPL indicators): average of personal and economic reasons. Advisable previous warning (conventionally evaluated at 6 days) counting for half weight (3 days) in the case of personal reasons. As of a certain number of dismissals (see Item 18): 20 days (see Item 20)
3: Length of notice period at different tenure durations (a)	Blue-collar: None. White-collar: The employer can choose whether to provide advance notice for termination of employment or not. If the employer does not make prior notification, severance pay is higher (see below). If notice periods are respected, notice period must be (according to the Law, Article 1 (amended) of Law 2112/1920): 0<1y, 1m<2y, 2m<5y, 3m<10y, 4m≥20y. Calculation (for EPL indicators): average of blue and white collar notice periods, assuming that prior notification is given for white collars as this is less costly for the employer in most situations: 9 months tenure: 0, 4 years tenure: 1 month, 20 years tenure: 2 months.
4: Severance pay at different tenure durations (a)	Blue-collar: 0<1y, 7d<2y, 15d<5y, 30d<10y, 60d<15y, 100d<20y, 120d<25y, 145d<30y, 165d≥30. White-collar: Half of the severance pay is waived if notice period is respected; otherwise, severance pay according to the following schedule: 0<1y, 2m<4y, 3m<6y, 4m<8y, 5m<10y, plus 1m per additional year of service, up to 12m for tenure duration of 16y and more. For the calculation, monthly wages capped at 8 times the daily wage of unskilled workers multiplied by 30. More generous severance pay for those who had at least 17 years of job tenure on 12-11-2012. (Articles 1 and 3 (amended) of Law 2112/1920) Calculations (for EPL indicators): Blue collar: 9 months tenure: 0 days, 4 years tenure: 15 days, 20 years tenure: 4 months. White-collar: 9 months tenure: 0 days, 4 years tenure: 1.5 months, 20 years tenure: 6 months. (Calculated assuming that notice is given). Value calculated as average of blue and white-collars
5: Definition of unfair dismissal (b)	The termination of an employment contracts according to Greek law is a unilateral, non-causative legal act, except for those cases stipulated otherwise by law (e.g. dismissal of employee representatives, recent mothers, or for reasons of pregnancy or discrimination), according to Law 2112/1920, Law 3198/1955 and Civil Code article 669/para2. The definition of fair or unfair (abusive) dismissal is based on case law. Generally, dismissals for non-performance of business needs are considered fair. However, a dismissal can be qualified as unfair and thus void following article 281 of Civil Code, which prevents the exercise of a right where it manifestly exceeds the bounds of good faith, morality or the social or economic purpose of that right (for example, contract termination by the employer on grounds of empathy, hatred or enmity or a revenge). According to case law, a dismissal which is not justified by the well-meant interests of the employer (i.e. reasons attributable to the dismissed employee such as incompetence, or economic reasons) is void. As of a certain number of dismissals (see Item 18): Implementing a social plan would reduce the risk that the redundancies be considered abusive by the court. The dismissals of employees aged 55-64, cannot exceed 10% of the overall dismissals (art. 17 par.1, 2 L.472/2017).

6: Length of trial period (c)	Law 3899/2010 (art.17, para5) establishes the probationary period to be 12 months unless the Parties decide differently. However, as regards unfair dismissals based on the abuse of the employer's termination right, workers on probationary have essentially the same rights as regular workers with more than 1 year of tenure (L.3899/2010 Art.17 par.5).
7: Compensation following unfair dismissal (d)	Compensation through regular severance pay, plus a sum equal to earnings between the dismissal and the legal settlement of the case. According to case law, any dismissal not justified by the employer's legitimate business interests is deemed to constitute unfair dismissal and is rendered null and void. The consequence of nullity in cases of unfair dismissal is that the contract of employment is deemed to have continued to exist without interruption (hence, in a strict sense, no legal order of reinstatement is necessary) and the employer is obliged to pay the employee the remuneration due for the whole of the intervening period since the date of the nullified termination (Art 281 Civil Code). In the case the court rules that termination is null and void, the employer is liable to pay the employee compensation. No data is available for regular compensation in such cases and for 20 years of service (tenure).
8: Reinstatement option for the employee following unfair dismissal (b)	Frequent reinstatement orders, accompanied by indemnity for the period of time between notice of termination and court ruling. No reinstatement if severance pay has been requested.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	Three months (L.3198/1955 Article 6, par 1.).
10: Valid cases for use of standard fixed term contracts	No specific reason is required to be mentioned for the validity of a fixed-term contract. Fixed-term contracts are regulated by the Civil Code (art 669-671 and the PD 81/2003, implementing the Directive 99/70 EU, as amended by PD180/2004 and art 41 L.3986/2011). In any case, in cases that an employee with a fixed-term contract or its renewals covers fixed or permanent needs of an enterprise, then a contract for an indefinite period is presumed (Law 2112/1920). Calculation (for EPL indicators): A value of 1 is attributed because specific time-limited situations (e.g. launching a new firm) can be easily qualified as non-permanent needs of an enterprise.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	In the case that the total duration of successive employment contracts or relationships exceeds three years or the number of successive contracts or employment relationships within the same time span is bigger than three, then it is presumed that the employee is covering fixed, permanent needs of the enterprise, thus resulting in the conversion of such contracts into a contract or relationships of indefinite duration According to Law 3986/2011 (article 41), unlimited renewals of fixed-term contracts is permitted (without restrictions) if justified by an objective reason. In any case, the reasons justifying the renewal of the contract or employment relationship of a specified duration should be reported in the parties' agreement, to be concluded in writing, or arising directly from this.
12: Maximum cumulated duration of successive standard FTCs	Parties are free to stipulate the duration of the employment contract, provided however that there is an upper limit of 3 years total duration or up to three renewals within a 3-year period (Law 3986/2011-article 41). If no objective reason is given and provided that the duration of successive fixed-term contracts or employment relationships exceeds a total of three years, then it is presumed that these contracts are aimed at covering fixed and constant needs of the enterprise, resulting in the conversion of such contracts into an employment contract or relationships of indefinite term/ duration.
13: Types of work for which temporary work agency (TWA) employment is legal	TWA employment is generally allowed to cover temporary, seasonal or extra needs for employment in the user firm (indirect employer). Prohibition is provided a) when TWA employment substitutes employees on strike, b) when the indirect employer during the last 6 months has dismissed employees of the same occupational category for economic reasons or in the course of group dismissals, c) when the business of the indirect employer is in a state of clearance, d) when the employment by its nature exposes the employees to health and safety risks, e) when the employee is subject to the special provisions concerning the insurance of building workers (Art. 116-133 L.4052/2012, as amended by L.4093/2012 and by par. 1 sub,par IA – subparagraph IA 4 of Law 4254/201)
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No restriction in the number of renewals of assignments with the indirect employer (user firm).
15: Maximum cumulated duration of TWA assignments (f)	Law 4052/2012, article 117 provides that the duration of the placement of an employee with an indirect employer, which includes any renewals made in writing, shall not be greater than thirty-six (36) months.

16: Does the set-up of a TWA require authorisation or reporting obligations?	From 2/07/2011 and onwards, with the national law 3919/2011 regarding "the principle of freedom in practicing professions and the abolishment of unjustified constraints in accessing and practicing a profession" the administrative license that was issued for the operation of a TWA is abolished. In particular, the legislation regarding the Temporary Working Agencies was amended, in order to comply with the latter law, through Law 4052/2012 (1.3.2012) (articles 122-133). Nowadays, the service providers that wish to operate a Temporary Working Agency should notify the Directorate of Employment of Ministry of Labour and Social Security the "announcement of practicing the Temporary Working Agency's activity". Nonetheless, the applicant should prove that it fulfils the specific preconditions and rules of functioning. If the applicant does not meet the necessary criteria, the competent authority can ban the operation of the Temporary Working Agency within a three months period. Thus, under the spectrum of the new law, the administrative procedure of issuing the necessary license is abolished, even though the specific preconditions and rules of functioning are maintained in order to safeguard the public order, public security and the protection of service recipients. The TWA is still obliged to submit a report of activity (including in general elements of the contracted TWA work contracts) to the Ministry of Labour, Social Security and Welfare every six months. A copy of the report should also be submitted to the National Institute of Labour and Human Resources.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Law 3846/2010 amended Art.22 of Law 2956/2001 and included clear regulations for non-discrimination in employment terms, including payment, for the TWA employees working in the firm of the indirect employer.
18: Definition of collective dismissal (b)	Within a month, at least 7 employees in firms of 20-150 employees (at the beginning of the month) or 5% of the personnel and at least 31 employees in firms with more than 150 employees (at the beginning of the month) In any of the above cases, the dismissals of employees aged 55-64, cannot exceed 10% of the overall dismissals. (L.1387/1983 art 1, 3,4 & 5 as amended by art 21 L3488/2006 art 74 L.3863/2010 art.17 L.4472/2017)
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Notification of reasons to employee representatives. Notification of public authorities: Notification to Prefect and Labour Inspection. If the enterprise has branches in different regions a notification is requested to the Ministry of Labor, Social Security and Welfare instead of the Prefect (L.1387/1983 art 3 as amended by art.17 L.4472/2017). Negotiation with employee representatives on dismissal procedures.
20: Additional delays involved in cases of collective dismissal (h)	If social partners agree the procedure ends and notice can be given after 10 days. If no agreement is reached, the Ministry can extend time for negotiation by another 20 days after request or can set its own terms. Calculation (for EPL indicators): 20 days on average minus delays reported in Item 2
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Negotiation with employee representatives on dismissal procedures. There is no legal requirement for a social plan, but implementing it would reduce the risk that the redundancies be considered abusive by the court. Selection criteria: The dismissals of employees aged 55-64, cannot exceed 10% of the overall dismissals. Severance pay: No special regulations for collective dismissal.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No (Tsimpoukis, C. (2018). Some brief notes on Decision no 3220/2017 of Piraeus' Single-Member Court of First Instance. Lex Social: Revista de Derechos Sociales, 8(2), 18-25.)
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No As of a certain number of dismissals (see Item 18): There is an approval by the administration, but the collective dismissal can take place in its absence (Article 5 Law 1387/1983, as amended by art. 17 par.3 L.4472/2017)
24: Pre-termination resolution mechanisms granting unemployment benefits	In case of resignation or termination by mutual consent, the unemployed person is not entitled to unemployment benefit.

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

Notes:
a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.

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

HUNGARY

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	The employer shall justify the notice. The justification shall clearly indicate the cause of the notice. Agreements and statements of termination of an employment relationship shall be made in writing including the particulars of the reason for termination (Act I of 2012 on the Labour Code (hereinafter: LC) Section 64; Section 66 Subsection (1)-(3)). As of a certain number of dismissals (see Item 18): see Item 19.
2: Delay involved before notice can start	The notice period starts on the next day after the written notification is given to the employee (Section 68 of LC). Calculation (for EPL indicators): 1 day for letter As of a certain number of dismissals (see Item 18): 52 days (see Item 20).
3: Length of notice period at different tenure durations (a)	All workers: 30d<3y, 35d<5y, 45d<8y, 50d<10y, 55d<15y, 60d<18y, 70d< 20y, 90d>=20y (Section 69 of LC). Calculation (for EPL indicators): 9 months tenure: 30 days, 4 years tenure: 35 days, 20 years tenure: 90 days.
4: Severance pay at different tenure durations (a)	All workers: 0<3y, 1m<5y, 2m<10y, 3m<15y, 4m<20, 5m<25y and 6m>25y (Section 77 of LC). Calculation (for EPL indicators): 9 months tenure: 0, 4 years tenure: 1 month, 20 years tenure: 5 months.
5: Definition of unfair dismissal (b)	A regular employment contract may be lawfully terminated (Section 7, 64-67 of LC): (a) by mutual consent of the employer and employee; (b) by ordinary notice (e.g. for reasons in connection with the employee's ability, conduct or the employer's operations); (c) by extraordinary notice (where the employee has seriously violated key obligations under the employment relationship deliberately or by serious carelessness or otherwise acts in such a way that makes it impossible to sustain the employment relationship); or (d) with immediate effect during the trial period. A termination is regarded as unfair/unlawful if it is not undertaken according to the cases mentioned above. In the event of dismissal for unsuitability for medical reasons, the employment relationship can be terminated lawfully when the employer is unable to employ him or her in spite of adjustments in the working conditions (Section 66 Subsection 5-7 of LC).
6: Length of trial period (c)	In the employment contract the parties may stipulate a probationary period of no more than three months from the date of commencement of the employment relationship. In the event that a shorter probationary period has been stipulated the parties may extend the probationary period once. In either case, the duration of the probationary period may not exceed three months. It may be extended by collective agreement up to 6 months (Section 45 Subsection 5; Section 50 Subsection 4 of LC). Calculation (for EPL indicators): average of individual contracts and collective agreements
7: Compensation following unfair dismissal (d)	The employer shall be liable to provide compensation for damages resulting from the wrongful termination of an employment relationship. Compensation for income loss may not exceed 12 months' base pay. In addition, the employee is entitled to ordinary severance pay (Section 82 of LC).
8: Reinstatement option for the employee following unfair dismissal (b)	Reinstatement is possible in the case of violation of equal treatment, or dismissal on prohibited grounds or of protected categories such as for maternity or of trade union official or employees' representative. It is also possible when the employee successfully challenged termination by mutual consent. But reinstatement is not available in ordinary dismissal cases other than those above (Section 83 of LC).
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	A dismissal claim may be filed within 30 days after the written notice is received (Section 287 Subsection 1 Point b)).
10: Valid cases for use of standard fixed term contracts	There are no restrictions for the first contract, but the extension of the fixed-term contracts must be based on objective grounds that have no bearing on work organization and must not infringe upon the employee's legitimate interest (Section 192 Subsection 4 of LC).
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limit specified. But the extension of the fixed-term contracts must be based on objective grounds that have no bearing on work organization and must not infringe upon the employee's legitimate interest (Section 192 Subsection 4 of LC).
12: Maximum cumulated duration of successive standard FTCs	The duration of a fixed-term employment relation may not exceed five years, including the duration of an extended relation and that of another fixed-term employment relation started within six months of the termination of the previous fixed-term employment relation (Section 192 Subsection 4 of LC).

13: Types of work for which temporary work agency (TWA) employment is legal	Generally allowed. It is forbidden to hire TWA employees for unlawful work, to break a strike or if the same employee had their employment with the user firm terminated in the last six months, during the trial period or by way of ordinary dismissal for reasons in connection with the employer's operations (Section 216 Subsection 1 of LC).
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No special regulations for assignments Where a fixed-term TWA contract is renewed or extended between the same parties without any connected justified interest of the employer and the conclusion of the renewed/extended contract is aiming at derogating from the justified interests of the employee, the employment relationship shall be regarded as indefinite term (Section 214 Subsection 2 of LC).
15: Maximum cumulated duration of TWA assignments (f)	The duration of assignment may not exceed five years, including any period of extended assignment and re-assignment within a period of six months from the time of termination of his/her previous employment, irrespective of whether the assignment was made by the same or by a different temporary-work agency. Contracts between the agency and the worker can be open-ended (Section 214 Subsection 2 of LC).
16: Does the set-up of a TWA require authorisation or reporting obligations?	In order to obtain a license, a temporary agency must have headquarter in Hungary and be either a limited liability business association or a non-profit company or a cooperative. It must satisfy the requirements prescribed in the Labour Code and in other legal regulations and must be registered by the public employment agency. Once a year, temporary agencies shall give certain data about temporary agency workers to the public employment agency where they are registered (Section 215 Subsection 1 of LC; Government Decree 118/2001. (VI.30.)).
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	In order to obtain a license, a temporary agency must have headquarter in Hungary and be either a limited liability business association or a non-profit company or a cooperative. It must satisfy the requirements prescribed in the Labour Code and in other legal regulations and must be registered by the public employment agency. Once a year, temporary agencies shall give certain data about temporary agency workers to the public employment agency where they are registered (Section 215 Subsection 1 of LC; Government Decree 118/2001. (VI.30.)).
18: Definition of collective dismissal (b)	10+ workers in firms 20-99 employees; >10% in firms 100-299; 30+ workers in firms 300+ employees (Section 71 of LC).
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: consultations with the local works council or, in the absence of a works council, with the committee set up by the local trade union branch and by workers' representatives. Notification of public authorities: Notification of local employment office. (Section 71 Subsection 4; Section 72 Subsection 1-2 and 5; Section 74 Subsection 1-2 of LC)
20: Additional delays involved in cases of collective dismissal (h)	When an employer is planning to implement collective redundancies, he shall begin consultations with the local works council or, in the absence of a works council, with the committee set up by the local trade union branch and by workers' representatives no later than 15 days prior to the decision and shall continue such negotiations until the decision is adopted or until an agreement is reached. The works council must be informed at least 7 days in advance of negotiations The employer shall notify in writing the employment center competent for the place where the affected place of business is located at least 30 days prior to delivery of the ordinary dismissal or the statement for the termination of an employment relationship. (This notification shall contain the details - including Social Insurance Numbers -, the last position, the qualification, and the average earnings of the employees to be made redundant.) The employer shall notify the employees affected of its decision of collective redundancy at least 30 days prior to delivery of the ordinary notice of dismissal. (Section 72 Subsection 2-3; Section 74 Subsection 2; Section 75 Subsection 1 of LC) Calculation: 30 days for extra individual notification + 7 days for notification to works council + 15 days for negotiations – 1 day for individual dismissals= 51 days
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on principles of staff reduction, and ways to mitigate its effects. Selection criteria: Negotiation with workers' representatives, but no specific selection criteria for dismissal. Severance pay: No special regulations for collective dismissal.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	Resignation and termination via mutual consent grant access to unemployment benefit, without waiting period or benefit reduction as compared to the event of dismissal (Section 25 Subsection 1 of Act IV of 1991 on job assistance and unemployment benefits).

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

Notes:

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

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

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

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

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

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

g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for Versions 1 to 3 of the OECD EPL indicators (cf. Item 1).

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

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

ICELAND

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	A worker must be notified of dismissal in writing and the employee has a right to an interview with the employer regarding the cause of the dismissal (2008 Agreement between the Icelandic Confederation of Labour and the Confederation of Icelandic Enterprise). Calculation (for EPL indicators): 0.75 (average of 0 without interview and 1 with interview, + 0.5/2 for the interview itself) As of a certain number of dismissals (see Item 18): see Item 19.
2: Delay involved before notice can start	After notification in writing, the notice period begins first day of the month following notification. Calculation: 1 day for notice in writing plus 15 days on average for first day of following month. As of a certain number of dismissals (see Item 18): See Item 20.
3: Length of notice period at different tenure durations (a)	Under minimum standards legislation, employees with more than one year of continuous service are entitled to one month notice, those with three years of service are entitled to two months' notice and those with five years of service are entitled to three months' notice (Act No. 19/1979.). Notice periods in collective agreements for affiliates to the two largest private sector trade union federations (SGS and LIV) are: SGS: 2 weeks: 12 days; 3 months: 1 month; 3 years: 3 months; LIV: under 3 months: 1 week; 3-6 months: 1 month; 6 months: 3 months; 10 years: 55 years of age: 4 months; 60 years of age: 5 months; 63 years of age: 6 months. Around 88% of workers are trade union members. Calculation (for EPL indicators): based on collective agreements:9 months: average of 1 month and 3 months = 2 months; 4 years: 3 months; 20 years (assume aged under 55 years): 3 months
4: Severance pay at different tenure durations (a)	There is no legal right to severance pay
5: Definition of unfair dismissal (b)	Employment can generally be terminated by either the employer or the employee without giving reasons for termination. A worker who is dismissed due to the fact that he/she has given notice of intended maternity/paternity/parental leave, during maternity/paternity/parental leave or when pregnant or soon after childbirth cannot be dismissed without reasonable cause and must be given written explanation of dismissal. Dismissal is also prohibited on the basis of gender, family responsibilities or trade union activity (Act No. 86/2018.).
6: Length of trial period (c)	3 months
7: Compensation following unfair dismissal (d)	Compensation is normally provided only for financial loss (e.g. taking up a new occupation at a lower salary).
8: Reinstatement option for the employee following unfair dismissal (b)	If the termination is found to be unfair, the court does not typically order reinstatement.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	Generally, dispute cases lapse if not claimed without four years (Act No. 150/2007).
10: Valid cases for use of standard fixed term contracts	No restrictions (Act No. 139/2003)
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limit (Act No. 139/2003).
12: Maximum cumulated duration of successive standard FTCs	Maximum length of fixed term contracts is 24 months including renewals. Fixed-term contracts for managerial personnel are not time-limited (Act No. 139/2003).
13: Types of work for which temporary work agency (TWA) employment is legal	Generally allowed. However, TWA's are not permitted to hire out a worker to a user firm if the worker has worked directly for the user firm in the previous six months (Article 6, Act No. 139/2005).
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No
15: Maximum cumulated duration of TWA assignments (f)	No limit

16: Does the set-up of a TWA require authorisation or reporting obligations?	Temporary work agencies must notify and report regularly to the Directorate of Labour (Article 4 of Act No. 139/2005).
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	TWA workers enjoy basic pay and working conditions as agreed in collective agreements (Article 5 of Act No. 139/2005). Calculation (for EPL indicators): half point for wages and half point for working conditions
18: Definition of collective dismissal (b)	Within a period of 30 days, dismissal of (i) at least 10 workers in enterprises usually employing more than 20 and less than 100 workers; (ii) at least 10% of all workers in enterprises employing more than 100 and less than 300 persons; or (iii) at least 30 workers in enterprises usually employing at least 300 workers. Firms with less than 20 employees are exempt from requirements for collective dismissals (Act. no. 63/2000 on Collective Dismissal, Article 1).
19: Additional notification requirements in cases of collective dismissal (g)	An employer contemplating collective dismissal must consult with the workers' representatives or with the workers and provide them with the opportunity to suggest ways to avoid or limit the dismissals or their impact. The employer must also notify the regional employment office (Act. no. 63/2000 on Collective Dismissal, Article 5).
20: Additional delays involved in cases of collective dismissal (h)	The time taken for consultation between the employer and the workers' representatives varies widely.
21: Other special costs to employers in case of collective dismissals (i)	No additional costs.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	Resignation grants access to unemployment benefits, but it can lead to a waiting period of two months (Article 54. of the unemployment insurance act no. 54/2006).

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

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

IRELAND

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Individual termination: No prescribed procedure. Notice may be oral or in writing but must be certain. There is no specific procedure outlined in the Minimum Notice and Terms of Employment Act 1973, but there is a Code of Practice on Grievance and Disciplinary Procedure, which sets out best practice in terms of procedures to be followed: providing full opportunity for defence, prior warning and written notice (S.I. No. 146/2000 - Industrial Relations Act, 1990 (Code of Practice on Grievance and Disciplinary Procedures) (Declaration) Order, 2000). Redundancy: A written notice is required for an employee with no less than 2 years tenure (Minimum Notice and Terms of Employment Act, 1973). As of a certain number of dismissals (see Item 18): see item 19.
2: Delay involved before notice can start	None specified in legislation. Notice may be oral or written as long as it is certain. In case of individual termination, advisable to serve notice in writing after warnings specifying what aspect of behaviour is sub-standard. The Code of Practice on Grievance and Disciplinary Procedure prescribe providing full opportunity for defence, prior warning and written notice (S.I. No. 146/2000 - Industrial Relations Act, 1990 (Code of Practice on Grievance and Disciplinary Procedures) (Declaration) Order, 2000). Calculation (for EPL indicators): average of personal reasons (1 day for notice plus 6 days for warning) and redundancy (1 day for notice) As of a certain number of dismissals (see Item 18): 30 days (see Item 20)
3: Length of notice period at different tenure durations (a)	All workers covered by the Minimum Notice & Terms of Employment Act excluding inter alia, Defence Forces, Police and certain Merchant Shipping employment agreements: notice as follows: 0<13w, 1w<2y, 2w<5y, 4w<10y, 6w<15y, 8w>15y. Redundancy cases: 2w min. (Minimum Notice and Terms of Employment Act, 1973) Calculation for EPL indicators for individual dismissals 9 months tenure: 1.5 week, 4 years tenure: 2 weeks, 20 years tenure: 8 weeks.
4: Severance pay at different tenure durations (a)	All workers: none. In redundancy cases with at least two years tenure: 1 week's pay ('bonus week'), plus two weeks' pay per year worked, subject to a ceiling on weekly pay of 600 EUR (redundancy payments act 1967 revised). Calculation for EPL indicators for individual dismissals: Redundancy cases: 9 months tenure: 0, 4 years tenure: 9 weeks, 20 years tenure: 41 weeks.
5: Definition of unfair dismissal (b)	Fair: Dismissals for lack of ability, competence or qualifications, conduct, or redundancy. 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. The employer should consider all options including possible alternatives. When selecting a particular employee for redundancy, an employer should apply selection criteria that are reasonable and are applied in a fair manner. Many employers operate a last in first out system in deciding on potential redundancies, however the employer may use other objective criteria for selection.
6: Length of trial period (c)	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.
7: Compensation following unfair dismissal (d)	Maximum compensation equals 104 weeks' pay. Compensation awards based on financial loss. Maximum 4 weeks' award where no loss established. (Average Employment Appeals Tribunal award in 2011 was 18,047.85 EUR) Calculation (for EPL indicators): average of average and maximum compensation minus average severance pay reported in Item 4 = 10.7 months

8: Reinstatement option for the employee following unfair dismissal (b)	A reinstatement order, with back pay from the date of dismissal, is possible. Also re-engagement from a date after the date of dismissal with no back pay from the date of dismissal also possible. Deciding body must specify why re-instatement/re-engagement not applied if compensation awarded. In 2011, reinstatement was ordered in 6 cases and re-engagement was ordered in 7 cases. More generally, reinstatement or re-engagement orders are typically made in 4%-5% of the cases where a remedy order is granted.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	6 months, extended to 12 months in exceptional circumstances
10: Valid cases for use of standard fixed term contracts	Employers do not have to justify recourse to initial fixed-term contracts. The Protection of Employees (Fixed-Term Work) Act 2003 provides that where an employer proposes to renew a fixed-term contract the employee shall be informed in writing, no later than the date of renewal, of the objective grounds justifying the renewal and the failure to offer a contract of indefinite duration. The Act also provides that a fixed-term employee shall be informed in writing by his/her employer as soon as practicable of the objective condition determining the contract i.e. whether it is (a) arriving at a specific date (b) completing a specific task, or (c) the occurrence of a specific event (.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limit in case of objective grounds justifying the renewal but some possibility for unfair dismissal/penalisation claims under unfair dismissals/fixed-term legislation after having been employed for successive contracts. But this does not apply if the contract contains a specific clause stating that the Unfair Dismissals Acts will not apply to the expiry of the term of the contract.
12: Maximum cumulated duration of successive standard FTCs	The maximum cumulated duration of two or more successive fixed-term contracts is 4 years, unless there are objective grounds justifying the renewal on a fixed-term basis. No limits for the first contract
13: Types of work for which temporary work agency (TWA) employment is legal	All employment.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No. The Protection of Employees (Fixed-Term Work) Act 2003 does not apply to agency workers placed by a temporary work agency at the disposition of a user enterprise.
15: Maximum cumulated duration of TWA assignments (f)	No limit. The Protection of Employees (Fixed-Term Work) Act 2003 does not apply to agency workers placed by a temporary work agency at the disposition of a user enterprise.
16: Does the set-up of a TWA require authorisation or reporting obligations?	In order to operate in the State, an employment agency must obtain an employment agency license from the Minister for Jobs, Enterprise and Innovation.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	The Protection of Employees (Temporary Agency Work) Act 2012 ensures the protection of temporary agency workers by applying the principle of equal treatment in their basic working and employment conditions, as if they had been directly recruited by the hirer to the same or similar job.
18: Definition of collective dismissal (b)	'Collective redundancies' means dismissals effected by an employer for one or more reasons not related to the individual concerned where in any period of 30 consecutive days the number of such dismissals is 5+ workers in firms 20-49 employees; 10+ workers in firms 50-99; 10% in firm 100-299; 30+ in firms 300+ employees.
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Duty to inform and consult with competent trade union. Further requirement to consult with representatives of employees whether unionized or not under 2000 Regulations. Civil remedy introduced for failure to do so. Notification of public authorities: Notification of Ministry competent for labour and employment. (S.I. No. 140 of 1977. protection of employment act).
20: Additional delays involved in cases of collective dismissal (h)	Information to trade union and Ministry 30 days before implementation. Calculation (for EPL indicators): 30-1 for individual dismissal for economic reasons
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on alternatives to redundancy and ways to mitigate the effects. Consultations, since 2000 Regulations, must include employee representatives in non-union employment. Selection criteria: Law lays down union participation, but no specific selection criteria for dismissal. Severance pay: No special regulations for collective dismissal, but legally required severance pay usually topped up in cases of mass redundancies.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No

24: Pre-termination resolution mechanisms granting unemployment benefits	A person who would otherwise be entitled to a jobseeker's payment (jobseeker's benefit or jobseeker's allowance) may be disqualified for such a period as may be determined by a Deciding Officer, up to a maximum of 9 weeks, for leaving employment voluntarily without just cause. It is for the Deciding Officer to apply a common sense meaning to the expression just cause in considering the case. Factors that may be taken into account could include the circumstances surrounding any changes in working conditions, the financial situation of the firm; whether leaving the employment amounted to constructive dismissal (i.e. the person left the employment following harassment/abuse from the employer). Any period during which a person is disqualified is counted as part of the continuous period of unemployment.

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

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

ISRAEL

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Notice of dismissal must be given in writing. Some collective agreements contain provisions requiring the employer to notify and consult with the employee's representative prior to dismissal. Court decisions have held that the employer has a duty to consult with the employee's representative prior to dismissal. In some cases (e.g. dismissal of a pregnant employee, dismissal of a worker undergoing fertility treatment, dismissal of a worker within 60 days after maternity leave or dismissal of a worker on military reserve duty), an employee may be dismissed only with the permission of the Minister of Industry, Trade and Labour. As of a certain number of dismissals (see Item 18): see item 19.
2: Delay involved before notice can start	Written notice can be handed to the employee (1 day). If an employee is on maternity leave, dismissal notice will not be given during the leave or for 60 days following leave, or to a female employee while staying at a shelter for battered women or for 90 days after her stay.
3: Length of notice period at different tenure durations (a)	Salaried workers: tenure less than 6 months: 1 day per month of service; tenure 7-12 months: 6 days plus 2.5 days per month of service beyond 6 months; tenure more than one year: 1 month. Wage workers: in first year of service: 1 day per month of service; in second year: 14 days plus 1 day for every 2 months of service beyond 1 year; in third year: 21 days plus 1 day for every 2 months of service beyond 2 years; after third year: 1 month. Payment of wages for the duration of the notice period can be made in lieu of notice. Calculation (for EPL indicators): average of salaried and wage workers: 9 months: (13.5+9)/2=11.25 days; 4 years: 1 month; 20 years: 1 month.
4: Severance pay at different tenure durations (a)	A person who has been employed continuously for one year or, in the case of a seasonal employee, has been employed for two seasons in two consecutive years, by the same employer or at the same place of employment and has been dismissed is entitled to receive severance pay from the employer who has dismissed him. The rate of severance pay shall be a month's wages per year of employment. For the purposes of determining severance pay, the following situations are also deemed to be "dismissal": (i) where an employee resigns due to ill health or the ill health of a family member; (ii) where a parent resigns within nine months of the birth of a child or adoption of a child under 13 years of age to care for the child; (iii) where an employee resigns in order to transfer his/her residence after marriage or to work in an agricultural settlement or a settlement in a development area; (iv) where a fixed-term contract is not renewed by the employer; (v) where an employee resigns due to a deterioration in his/her conditions of work or for other labour-relations related issues; (vi) where a seasonal worker is not offered ongoing seasonal work; (vii) where an employee resigns to take up national, civil or military service or the Israel Police or the Israel Prison Service; (viii) where an employee resigns because he/she has been elected head or deputy head of a local authority; and (ix) if a female employee resigns due to a stay at a shelter for battered women which was approved by welfare services.
5: Definition of unfair dismissal (b)	Indefinite contracts can be terminated at the will of the employer for any reason except for (i) discriminatory reasons such as age, parenthood, fertility treatments, race sex, nationality, pregnancy, disability, military reserve duty; (ii) filing a complaint with a legal authority against his employer or an employee of the employer concerning violations of a law at the workplace; (iii) when a worker is absent from work according to instructions of security forces during an attack or other national emergency; or (iv) reasons specified in a collective agreement, employment contract or case law. Collective agreements typically contain provisions requiring employers to have a just cause for dismissing a worker and specify a consultation procedure to be followed. In any case and without any connection to collective agreements, the determination of labour relations must be bona fide.
6: Length of trial period (c)	Legislation does not regulate trial periods. Most collective agreements have trial periods ranging from 6 months to 3 years. The most common length of trial periods in collective agreements is 6-24 months. Employers have the power to extend trial periods under certain circumstances. However, even dismissals within trial period must be fair and just and on a basis of reasonable discretion by the employer. This is an outcome of Labour Courts decisions.

7: Compensation following unfair dismissal (d)	Compensation depends on the severity of the unlawfulness of the dismissal, the period of employment and the damage suffered. According to the Employment of Women Law (1954) the compensation is 150% of the wages the employee would have received had she worked during the period she was entitled to protection of the law. If an employee was dismissed because he/she filed a complaint against his employer or an employee of his/her employer, who violated a law at the workplace, the Labour Court is entitled to rule up to 50 000 NIS or 500 000 NIS punitive compensation without proving damages (according to the Protection of Employees (Exposure of Offences of Unethical Conduct and Improper Administration) Law (1997). Typical compensation at 20 years tenure: 6-9 months pay
8: Reinstatement option for the employee following unfair dismissal (b)	In the private sector, the most common recourse following unfair dismissal is compensation, but the National Labour Court may order reinstatement in special circumstances. If the dismissal is in violation of the Employment of Women Law, the common route is reinstatement at the workplace
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	The time period is the period of limitation applied according to Israeli law to every financial claim (7 years). Claims according to the Employment (Equal Opportunities) Law (1988) – except for damages incurred by sexual harassment – and claims according to the Protection of Employees (Exposure of Offences of Unethical Conduct and Improper Administration) Law (1997) are limited to one year. Claims for dismissal on the basis of sexual harassment are limited to 3 years.
10: Valid cases for use of standard fixed term contracts	No restrictions on the use of fixed-term contracts.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limit
12: Maximum cumulated duration of successive standard FTCs	No limit
13: Types of work for which temporary work agency (TWA) employment is legal	No restrictions
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No, within maximum time for assignments. No for the contracts between the agency and the worker.
15: Maximum cumulated duration of TWA assignments (f)	An employee of a TWA shall not be employed with the user firm for a continuous period in excess of nine months. Employment will be deemed to be continuous even where employment has 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. The employment contract between the agency and the worker can be open-ended.
16: Does the set-up of a TWA require authorisation or reporting obligations?	TWAs ("manpower contractors") must obtain a license by applying to the Minister of Industry, Trade and Labour. The license shall be granted for one year and may be renewed for periods of one year at a time. TWAs must report to the Minister once a year on their activities (number of employees, branches of employment, work places, periods of work, wages, payments, etc). The Minister has the authority to revoke or not to renew the permit.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	The Agency has to provide a guarantee ensuring workers' rights to the Labour Law Enforcement Administration. The provisions of a collective agreement applying at the user firm apply to TWA workers working at that firm. Where more than one collective agreement covers a TWA worker, the most favourable to the worker will apply. But if the working conditions of the TWA workers were regulated according to a general collective agreement, on which an extension order was issued, equalising the conditions of work will not apply.
18: Definition of collective dismissal (b)	Ten or more workers in a period of one month. Collective agreements may contain different definitions of collective dismissal.
19: Additional notification requirements in cases of collective dismissal (g)	The employer must give prior notice of dismissal to the Employment Service Bureau.
20: Additional delays involved in cases of collective dismissal (h)	No additional delays
21: Other special costs to employers in case of collective dismissals (i)	No additional costs.

22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	Yes
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	With regard to unemployment benefits, an employee who is dismissed is entitled to receive them immediately upon dismissal and on condition that he has completed a certain period of employment, while an employee who resigns is only entitled to unemployment benefits after completing nine months of unemployment.

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

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

ITALY

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Individual dismissals: Written notice to the employee, with detailed reasons for dismissal. The written statement for the dismissal, as well as the indication of the reasons is required, under penalty of ineffectiveness (art. 2 of the law n. 604/1966). The disputed grounds for dismissal to the worker cannot be modified (Court of Cassation, labour section, n. 4983/2018). As of a certain number of dismissals (see Item 18): see Item 19.
2: Delay involved before notice can start	Letter sent by mail or handed directly to employee. In the case of dismissals for subjective reasons ("significant non-compliance with contractual obligations"), notice can start at the earliest 5 days after the fact originating the sanction (art. 7 Law 300/70). According to most collective agreements notice starts only on 1st or the 16th day of the month (e.g. collective agreement of metal workers, tourism industry, textile workers, chemical workers, trade industry, food industry), Calculation (for EPL indicators): 1 day for letter plus 7 days on average for the 1st or the 16th day of the month plus 5/2 days for the waiting period in the case of subjective reasons. As of a certain number of dismissals (see Item 18): see Item 20
3: Length of notice period at different tenure durations (a)	Length of notice period is provided by each collective agreement In most collective agreements (e.g. collective agreement of metal workers, tourism industry, textile workers, chemical workers, trade industry, food industry) notice is as follows: 9 months tenure: 10-75 days, 4 years tenure: 10-75 days, 20 years tenure: 30-180 days.
4: Severance pay at different tenure durations (a)	An end-contract indemnity is paid to employees according to general principles set forth by art. 2120 of the civil code, and as provided by each collective agreement. However, this is paid upon any type of separation. Nonetheless, upon dismissal, the employer must pay a contribution equal to 41% of the monthly unemployment benefit ceiling for each of the first three years of tenure (or fraction of it). In 2019 this contribution amounts to 500.79 EUR, for 9-month job tenure, and 1502.37 EUR for job tenure longer than 3 years (Circolare INPS No. 5, 25-01-2013). For comparison, the gross annual wage for employees with an open-ended contract was 29 852 EUR in 2019
5: Definition of unfair dismissal (b)	Fair: Termination of contract only possible for "just cause" or "just motive", including significant non-compliance with contractual obligations by the employee (subjective reasons), and compelling business reasons (objective reasons). Unfair: Dismissals reflecting discrimination on grounds of race, religion, gender, trade union activity, etc. Law 604/66 establishes that dismissal is fair in cases of serious misconduct or for reasons concerning productive activity, work organization and its regular functioning. Except for additional provisions in Law 428/90, which sets that company delocalisation is not a fair reason for dismissal, the law is sufficiently general that case law should determine how broad the definition is. The notion that "repechage" (that is of transfer of the redundant worker to other functions in the company) must be attempted prior to dismissal is "very" extensive in case law and applies also to other companies of the same group (for example: Pret. Milano 2/8/95, est. Negri della Torre; Trib. Milano 15/7/2008, Est. Casella; Cass. n. 5403/2010; Cass n. 6559/2010; n. 3040/2011; Cass. n.6026/2012, Cass.n. 24882/2017; Cass. n. 10435/2018). Workers dismissed by a company for staff reduction have the priority in being re-employed by the same company within six months (Article 15 of law n. 264/1949). As of a certain number of dismissals (see Item 18), it is an established court practice that judges verify only that the procedure has been respected and do not typically examine the validity of the economic justification for redundancy, except in cases of misguided personal reasons (for example: Cass. 6/7/2000, n. 9045; Trib. Vallo della Lucania, 1/2/2011, est. de Angelis; Cass. 11/03/2011 n.5888).
6: Length of trial period (c)	The length of trial period is specified in each individual employment contract or collective agreements. In most collective agreements (e.g. collective agreement of metal workers, tourism industry, textile workers, chemical workers trade industry, food industry) maximum trial period is between 30 and 180 days.

7: Compensation following unfair dismissal (d)	In the event of dismissal for a justified objective or subjective reason deemed illegitimate by the judge, Legislative Decree No. 23/2015, as amended by Decree Law 87/2018 and the judgment of the Court Cost. No. 194/2018, provides that, for workers hired after the 7th March 2015, they will be entitled to a compensation indemnity ranging from a minimum of 6 to a maximum of 36 monthly payments. Employees in companies that employ up to 15 employees, hired since the 7th march 2015, in the event of unlawful dismissal will be entitled to a compensation up to a maximum of 6 monthly payments. Calculation (for EPL indicators): Typical compensation at 20 years tenure (large companies): 28.5 months (computed as average of mean (=average between minimum and maximum) and maximum compensation).
8: Reinstatement option for the employee following unfair dismissal (b)	For workers hired from 7/3/2015, reinstatement is restricted to the event of dismissal that is null and void, discriminatory or ordered orally, in accordance with the provisions of Article 2 of Legislative Decree no. 23/2015.Reinstatement will also be possible, in accordance with paragraph 2 of Article 3 of Legislative Decree no. 23/2015, in the case of dismissal for subjective reason when the absence of the material fact contested to the worker is demonstrated in court. As of a certain number of dismissals (see Item 18), reinstatement restricted to the case of lack of written notification (Art 10 d.lgs. n. 23/2015).
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	60 days
10: Valid cases for use of standard fixed term contracts	Fixed term contracts can be used only if at least one of the following conditions is met: a) temporary and objective needs, outside the ordinary activity, or needs to replace other workers; b) needs related to temporary, significant and non-programmable increases in ordinary activities. The first contract between an employer and a worker does not need justifications if its duration is no longer than one year (Articolo 19 del decreto legislativo n. 81 del 15-6-2015 (come modificato dall'art. 1, comma 1, let. A), n. 1), D:L: 12 luglio 2018, n. 87, convertito, con modificazioni, dalla L. 9 agosto 2018, n. 96))
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	The contract may be extended for a maximum of 4 times within a period of 24 months. without causation for the first 12 months, with the causation after 12 months. Collective agreements may provide for a different maximum duration Articoli 19, comma 2 e 21 del decreto legislativo n. 81 del 15-6-2015 (come modificato dall'art. 1, comma 1, let. A), n. 1), D:L: 12 luglio 2018, n. 87, convertito, con modificazioni, dalla L. 9 agosto 2018, n. 96)
12: Maximum cumulated duration of successive standard FTCs	24 months One year in cases that do not require any justification (see Item 10). Articolo 19 comma 1 del decreto legislativo n. 81 del 15-6-2015 (come modificato dall'art. 1, comma 1, let. A), n. 1), D:L: 12 luglio 2018, n. 87, convertito, con modificazioni, dalla L. 9 agosto 2018, n. 96)
13: Types of work for which temporary work agency (TWA) employment is legal	The TWA may be temporary or indefinite. The law does not provide for any absolute cases in which it may be used for an indefinite period of time, but only sets limits on its use in terms of quantity. In addition to quantitative limits, fixed-term administration must also comply with duration limits and there must be certain causes, identified with reference to the needs of the user, such as: - Temporary and objective needs, extraneous to the ordinary activity (of the user), or needs to replace other workers; - Needs related to temporary, significant and non-programmable increases in ordinary (user's) activity. (d.l. 87 del 12/7//2018)
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	Yes for assignments, in the cases and for the duration set forth in the collective agreement used by temporary work agencies. Contracts between the agency and the worker can be open-ended
15: Maximum cumulated duration of TWA assignments (f)	Decree-Law no. 87/2018, converted by Law no. 96/2018, applied the maximum duration for fixed-term contracts of 24 months (or a different limit set by collective agreements) to both the contract between the agency and the worker and the assignment of the worker at the user firm (d.l. 87 del 12/7//2018).

16: Does the set-up of a TWA require authorisation or reporting obligations?	The requirements laid down by Legislative Decree 276/2003 in order to obtain the administrative authorisation as TWA are as follows: a) the agency must be set up as a limited liability company or as a co-operative, registered as a company based in Italy or in another EU Member State, with capital stock of no less than 600,000 euros; as a guarantee of sums due to the workers and the corresponding contributions to social insurance funds, for the first two years the agency is required to make a deposit of some 350,000 euros in a bank based (or with branches) in Italy; as from the third year of business, the agency may replace this deposit with a bank or insurance guarantee of no less than 5% of the annual turnover, net of value added tax, recorded in the previous financial year, but amounting to no less than 350,000 euros; b) premises and qualified personnel for carrying out the tasks associated with temporary agency work must be available; c) a guarantee that the business can provide nationwide cover, or a presence in at least four regions, must be provided; d) providing labour supply has to be the main activity of the agency e) the members of the board, general manager, the managers with powers to represent the company and partners of the company must not have been found guilty, even if not in definitive terms, of any of a series of offences listed in the Act; f) the regular contribution to the funds for the vocational training and income support of the temporary agency workers must be paid. Periodic reporting is necessary to maintain the administrative authorisation.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	TWA workers are entitled to receive the same pay and conditions as other workers in the user firm for equal work, equivalent tasks or jobs of the same nature.
18: Definition of collective dismissal (b)	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.
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Duty to inform employee representatives and competent trade union and set up a joint examination committee. Notification of public authorities: Notification of labour authorities.
20: Additional delays involved in cases of collective dismissal (h)	Up to 45 days negotiation in joint examination committee at plant level. If parties fail to reach an agreement, the next step is a conciliation phase chaired by the Labour office, which may last for a maximum of 30 days. (if parties agree this second phase may be extended to reach an agreement). These delays are reduced by one half for less than 10 dismissals. Calculation: average of 10+ dismissals (45 days for negotiation + 30/2 on average for conciliation) and <10 dismissals (22.5 days for negotiation + 15/2 on average for conciliation) minus the number reported in item 2
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Good faith consultation on alternatives to redundancy, scope for redeployment and ways to mitigate the effects; severance agreement usually reached after negotiation with union and (in major cases) labour authorities, - determining selection criteria and use of financial support. Selection criteria: Law specifies social and economic criteria (length of service, number of dependants, technical and production requirements), but does not specify priorities. Severance pay: first, monthly payments from a redundancy fund (financed from company contributions) - "Cassa Integrazione Guadagni". Second, when CIG fund is exhausted or the firm is not eligible to CIG, mobility payments (mobility indemnities are financed through the social security system, when accessing the scheme firms have to pay, for every worker dismissed, a sum equal to six times the first-month mobility allowance).
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	Resignation or termination via mutual consent does not give entitlement to unemployment benefits, with the exception of resignation for just cause pursuant to Article 2119 of the Italian Civil Code. This is because, as clarified in the Court's ruling no. 269/2002, in this case resignation is not attributable to the worker's free choice as it is induced by the conduct of others, which is likely to integrate the condition of unsuitability of the relationship. INPS Circular no. 163 of 2003 specifies the cases included in cases of resignation for just cause (e.g. mobbing, non-payment of salary, etc.). Also eligible for unemployment benefits are the resignation of the mother employee during the period from the beginning of pregnancy to the first year of the child's life, pursuant to Article 55, paragraph 1, of Legislative Decree no. 151/2001.

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

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

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JAPAN

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	An employer shall provide at least 30 days advance notice, or pay the average wage for a period of not less than 30 days. Oral notification is sufficient. A written statement on the reasons of dismissal must be provided upon request (Labour Standard Act Art. 22). As of a certain number of dismissals (see Item 18): see item 19.
2: Delay involved before notice can start	There are no prescribed procedures. As of a certain number of dismissals (see Item 18): 9 days (see Item 20)
3: Length of notice period at different tenure durations (a)	30 days, regardless of job tenure.
4: Severance pay at different tenure durations (a)	Severance pay is not legally required.
5: Definition of unfair dismissal (b)	Fair: Dismissals for "reasonable cause": incompetence of the employee or violation of disciplinary rules. Redundancy dismissals require business reasons for reducing the number of staff; efforts to avoid dismissal, reasonableness of selection criteria and procedures. Efforts to avoid redundancy dismissal include reassignment to other positions, temporary transfer to affiliated companies, temporary lay-off and calling for those who retire voluntarily. Previous court decisions on the validity of dismissals due to insufficient capabilities show that there is a tendency that the court requires employers to make effort to avoid dismissal, including through providing training opportunities. Unfair: Dismissal due to gender, of workers recovering from work-related accidents, before and after childbirth leave, during childbirth and maternity leave and when conditions on fair dismissal have not been satisfied. (Labour Contracts Act Art.16)
6: Length of trial period (c)	Length of trial period is not legally regulated. (It usually varies from 2 to 6 months. The most common period is 3 months). However, the validity of the termination of the trial period for regular contracts is also subject to the content of Article 16 of the Labour Contracts Act.
7: Compensation following unfair dismissal (d)	If dismissed workers file a civil lawsuit and get an unfair dismissal sentence not entering into a settlement, compensation of a sum equal to earnings between the dismissal and the legal settlement of the case is paid. Sums earned by the employee in the interim can only partially be set off against the award. Dismissed workers and their employers are reconciled by the labour tribunal or by the mediation of Prefectural Labour Bureaus on a case-by-case basis. If mediation fails, the labour tribunal can adjudicate the case. And if parties appeal to the court, a settlement may be reached on a case-by-case basis. Typical compensation at 20 years tenure (all workers): 6 months.
8: Reinstatement option for the employee following unfair dismissal (b)	A settlement may be reached on a case-by-case basis through the labour tribunal or the mediation of Prefectural Labour Bureaus, or the case is adjudicated by the labour tribunal. In that case, reinstatement is rarely made. If dismissed workers file a civil lawsuit and get an unfair dismissal sentence, not entering into a settlement, remedies for unjust dismissals are limited to nullifying dismissals, ordering reinstatement and payment for wages during the dismissed period. However, in a number of cases, monetary compensation is paid without reinstatement even after the annulment of dismissal is ordered.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	A lawsuit about dismissal does not require a special type of lawsuit and proceeds according to the rules of normal civil litigation. Therefore, there is no statutory limit on the period where an employee, who has been unduly dismissed by an employer, can file a claim for reinstatement. However, there are also court cases in which complaints filed a long period after the date of dismissal have not been allowed, based on the principle of good faith.
10: Valid cases for use of standard fixed term contracts	Fixed-term contracts under 3 year duration widely possible without specifying an objective reason. The contract can be of 5 years for highly skilled employees or those aged 60+.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No legal limit specified in terms of the number of renewals; after repeated renewals the employee becomes entitled to expect renewal of his contract and the employer must have just cause to refuse renewal.

12: Maximum cumulated duration of successive standard FTCs	There are no limits for the cumulative duration of FTCs. However, workers who have had a fixed-term contract for at least five years are allowed to have their contract converted into a permanent one (Revised Labour Contract Act).
13: Types of work for which temporary work agency (TWA) employment is legal	"Dispatching agencies" are allowed for all occupations except port transport services, construction work, security services, medical-related work at hospital etc.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No restrictions
15: Maximum cumulated duration of TWA assignments (f)	The maximum duration of TWA assignments with the same user firm is three years, in principle. When the user firm wants another TWA assignment beyond the three-year limit, it should consult with the representative/union of a majority of the employees. The maximum duration for the same TWA worker to be assigned to the same organizational unit (e.g. division and department) of the same user firm is three years.
16: Does the set-up of a TWA require authorisation or reporting obligations?	Setting up a TWA requires the permission or notification of the Ministry for Health, Labour and Welfare. After set-up, the TWA is required to report on its operations, etc., once a year.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Legally, user firms should endeavour to take necessary measures concerning dispatched workers to maintain an appropriate workplace, etc. The labour conditions of dispatched workers are secured by making the user firm employer subject to the parts of the relevant laws on labour protection and sharing responsibilities between the TWA and the user firm. The Revised Worker Dispatching Act (2012), stipulates that dispatching business operators shall consider the situation of workers directly hired by clients and engaged in the same type of work in setting wages, rights to education and training, welfare programs, etc., and that clients shall make efforts to provide necessary information upon requests by dispatching business operators.
18: Definition of collective dismissal (b)	Firms expecting 30+ workers turnover in one month will have additional notification requirements
19: Additional notification requirements in cases of collective dismissal (g)	Firms are required to notify the public employment service (Act on the Comprehensive Promotion of Labour Policies, and the Employment Security and the productive Working Lives of Workers Art 27) and to submit a re-employment assistance plan to the public employment service (Art 24). Firms are required to listen to the opinion of union or workers' representative when making the plan. (Art 24). Courts may also require that the firm has engaged in sincere negotiation with the trade union prior to making dismissals when deciding whether dismissals are justified.
20: Additional delays involved in cases of collective dismissal (h)	Firms are required to notify the public employment service one month prior to the last dismissal and to set up a re-employment assistance plan, which must be submitted to the public employment service one month prior to the first dismissal and obtain approval (Art. 7/3 of the Ministerial Decree of application of Act on the Comprehensive Promotion of Labour Policies, and the Employment Security and the productive Working Lives of Workers). Also, firms are required to listen to the opinion of union or workers representative when making a re-employment assistance plan (Act on the Comprehensive Promotion of Labour Policies, and the Employment Security and the productive Working Lives of Workersart.24). Therefore the process must start more than 1 month before the first dismissal and it is estimated that at least 2 days are necessary for the consultation. However, individual notice can be served simultaneously, since it is independent from those procedures. Calculation (for EPL indicators): 10 days for negotiations +30 for PES notification minus 1 day for individual notification (Item 2) minus 30 days for notice.
21: Other special costs to employers in case of collective dismissals (i)	Firms expecting 30 or more workers' turnover within one month due to business contraction are obliged to make a re-employment assistance plan and submit it to the public employment service.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No

24: Pre-termination resolution mechanisms granting unemployment benefits	Access to unemployment benefits is granted in the cases of resignation and termination by mutual consent, provided requirements are fulfilled. There is always a seven days waiting period irrespective of the reason for leaving the job, including resignation or bankruptcy. In the cases of resignation or some cases of termination by mutual consent (when a worker requests not to renew or extend the contract), the waiting period is extended by three months ("suspension of benefits"). Individual resignation/voluntary quits in response to the employer's proposal for separation, for circumstances beyond one's control, grants access to unemployment benefits with the same waiting period as in the event of dismissals.

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

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

KOREA

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	All Dismissals(personal reasons, managerial reasons): When an employer intends to dismiss an employee, he/she shall notify the employee in writing of grounds and timing for the dismissal (Article 27 of the Labor Standards Act). The stated reason cannot be changed thereafter. Managerial reasons: Advance notice to the union representing the majority of the workforce (in the absence of such union, workers' representatives) 50 days prior to dismissal and sincere consultation with them over efforts to avoid dismissal, and fair and rational criteria for selecting workers to be dismissed (Article 24 of the Labor Standards Act). Workplaces with four workers or less are exempted from all the provisions concerning dismissals except for prior notice or notice allowance (cf. Items 1-9). As of a certain number of dismissals (see Item 18): see Item 19.
2: Delay involved before notice can start	All Dismissals(personal reasons, managerial reasons): When an employer intends to dismiss an employee, he/she shall notify the employee in writing of grounds and timing for the dismissal(Article 27 of the Labor Standards Act).. Managerial reasons: Advance notice to the union (workers' representatives in absence of such union) 50 days prior to dismissal and sincere consultation with them over efforts to avoid dismissal, and fair and rational criteria for selecting workers to be dismissed (Article 24 of the Labor Standards Act). However, the Supreme Court ruled that the duty of consultation with union or workers' representatives 50 days prior to dismissal on managerial reasons does not constitute a requirement for the validity of the layoff. Therefore, the court stated that if other requirements are met, the layoff could be validated. (Supreme Court Decision 2001du 1154 decided on Oct.15. 2004.). Calculation for EPL indicators for individual dismissals: 10.5 days = average of personal reasons (1 day) and managerial reasons, evaluated at 20 days (average between 5 without and 35 (=50 minus 15 days for advance notice) with the 50 days period requirement, to take into account the Supreme Court ruling.
3: Length of notice period at different tenure durations (a)	All workers: 30d (applies to every worker to be dismissed regardless of job tenure)(Article26 of the Labor Standards Act). Workers with less than three months in job tenure, regardless of their employment type, may be dismissed without advance notice. Instead of giving an advance notice, an employer may pay 30 days' ordinary wages to the worker as dismissal notice allowance. This is a separate payment and not related with severance pay. Calculation (for EPL indicators): 9 months tenure: 0.5 month, 4 years tenure: 0.5 month, 20 years tenure: 0.5 month (average of cases with and without notice).
4: Severance pay at different tenure durations (a)	There is no severance pay. All firms are required to pay at least 30 days pay per year of service regardless of the reason for separation (i.e. voluntary quit or involuntary dismissal) to those with at least one year of tenure. Calculation (for EPL indicators): 9 months tenure: 0.5 month, 4 years tenure: 0.5 month, 20 years tenure: 0.5 month (average of cases with and without notice).
5: Definition of unfair dismissal (b)	Fair: Dismissals for "just cause" (Article 23(1) of the Labor Standards Act). According to court precedents, a just cause means that a worker is accountable for a certain cause that makes it impossible to maintain an employment contract according to social norms or that there are indispensable managerial reasons for dismissal. (Supreme Court Decision 91da 17931 decided on Apr.24. 1992). Just causes include violation of work regulation, illegal activities, misconduct, apparent lack of abilities to carry out duties, inability to carry out duties due to physical disability, false statement of career experience, etc.) or urgent managerial needs (including individual redundancy and dismissals due to mergers and acquisitions when employees or union have been consulted on urgency, selection criteria and transfer/retraining alternatives). Workers dismissed for managerial reasons benefit from a priority for re-hiring until three years after dismissal. Unfair: dismissal without any just cause or dismissal in violation of legitimate procedures that are stipulated in statutes (dismissal for managerial reasons), or collective agreement or company's work rule. In the case a worker receives medical treatment for occupational diseases or injuries or takes maternity leave before and after childbirth, the worker cannot be dismissed during such periods and within 30 days thereafter.

6: Length of trial period (c)	No statutory restriction on the length of trial period, but it should be reasonable according to case law. Dismissal during reasonable trial period is allowed if there is a reasonable cause which is wider in scope than just cause applicable to a regular worker for dismissal. - However, firing workers on a trial period for less than 3 months is possible without giving 30 days prior notice or notice allowance.
7: Compensation following unfair dismissal (d)	Workers can get money equivalent to their wages corresponding to the period from the beginning of unfair dismissal until they are reinstated. Compensation in lieu of reinstatement varies widely. Typical compensation at 20 years tenure (all workers): Wide range, on case-to-case basis. (6 months between court decision and dismissal)(Article 30 of the Labour Standards Act).
8: Reinstatement option for the employee following unfair dismissal (b)	If courts determine that dismissal is invalid and that employment relations continue, it orders reinstatement with back pay. If the dismissed worker does not want to be reinstated, he/she can ask for monetary compensation in lieu of reinstatement. The Labour Relations Commission can order the employer to pay the amount equivalent to wages or more.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	Within three months after unfair dismissal for adjudication by the Labour Relations Commission (Article 28 of the Labour Standards Act). (There is no statutory time limit regarding the direct claim calling for the nullity of the dismissal to the court but such claim should be filed within a reasonable period.)
10: Valid cases for use of standard fixed term contracts	Fixed term contracts do not require objective situations or reasons (no restrictions).
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	The number of renewals is not limited within the 2-year limit for fixed term contracts.
12: Maximum cumulated duration of successive standard FTCs	Employers are allowed to employ a fixed-term worker only for up to two years. If the contract is renewed, the total period of consecutive employment should not exceed two years. If a fixed term worker is employed for more than two years, he/she is considered as a worker whose employment period is not fixed from the moment when the employment contract exceeds two years, except in the following exceptional cases: (i) the period needed to complete the project is fixed; (ii) the fixed-term worker is hired to fill a vacancy caused by a worker's temporary suspension from duty; (iii) the period needed to complete study at school or vocational training is fixed; (iv) the job is provided by the government as an unemployment or welfare measure, etc.; and (v) the job requires professional knowledge and skills. (vi) an employer enters into an employment contract with a senior citizen(aged 55 and above).
13: Types of work for which temporary work agency (TWA) employment is legal	TWA employment, in principle, is allowed in only 32 occupations determined on the basis of professional knowledge, skills, experience and the nature of jobs. However, where TWA employment is required for temporary or intermittent reasons, it is possible to use TWA employment in other occupations. In some occupations, such as construction work, seamen, harmful and dangerous work, work with dust, etc., the use of TWA employment is completely prohibited.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	Yes. Assignments for temporary and intermittent reasons can be renewed once (Art. 6, Act on the Protection etc. of Dispatched Workers). No limitation on other assignments. There are no limits for contracts between the worker and the agency provided that the worker changes user employer once maximum assignment duration is reached.
15: Maximum cumulated duration of TWA assignments (f)	The maximum cumulated duration of temporary work assignments is 2 years in the case of the 32 occupations for which TWA employment is allowed, which might be extended to 4 years for workers over 55 years old. But in the case of temporary and intermittent reasons, the maximum duration of assignment is three months, in principle, and can be extended for up to another three months, raising the maximum duration up to six months (Article 6 of the Act on the Protection, etc., of Dispatched Workers). There are no limits for contracts between the worker and the agency provided that the worker changes user employer once maximum assignment duration is reached. In fact, the contract between the agency and the worker can even be open-ended. Calculation (for EPL indicators): average max duration of assignments in the 32 occupations and other cases.
16: Does the set-up of a TWA require authorisation or reporting obligations?	The set-up of a TWA requires administrative approval, which should be renewed every three years. With regard to worker dispatch services (the business of providing temporary agency workers), a report should be made to the competent authorities every six months.

17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	If a temporary agency worker is engaged in a job that is the same as or similar to the one of another worker of the user firm, both TWA and user firm should not discriminate against the TWA worker in terms of wages or other working conditions without reasonable cause, and the worker who was discriminated against can file a discrimination claim with the Labour Relations Commission.
18: Definition of collective dismissal (b)	The Labour Standards Act requires firms to report to Ministry of Labour and Employment in the case of managerial dismissals above a certain size. (>10 workers in firms <100 employees; >10% of workers in firms 100-999 employees; >100 workers in firms >1000 employees.) (Article 24 of the Labour Standards Act)
19: Additional notification requirements in cases of collective dismissal (g)	Notification to Ministry of Labour and Employment 30 days before the dismissal is necessary when dismissing a certain number of employees or more (Article 24 of the Labour Standards Act). Sincere consultation on need for redundancy, dismissal standards and employee selection.
20: Additional delays involved in cases of collective dismissal (h)	Notification to Ministry of Labour and Employment 30 days before the dismissal. Beyond this requirement, no special regulations (as for the case of dismissal for managerial reasons, an employer should have a sincere consultation with workers' representatives over efforts to avoid dismissal and fair and rational criteria for selecting workers to be dismissed for 50 days).
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Sincere consultation on need for redundancy, dismissal standards and employee selection. An employer should make efforts to avoid dismissal for managerial reasons in order to justify it. He/she should take such measures as voluntary retirement, reassignment, out-placement, temporary shutdown, and working hour reduction. Selection criteria: Law lays down union participation, but no specific selection criteria for dismissal other than "rational and fair standards". Severance pay: No special regulation for collective dismissal.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No. If an employee files an unfair dismissal complaint, the employer shall provide evidence that the dismissal was fair. This applies to the both claim procedures (Labor Relations Commission, the Court).
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	Resignation/termination via mutual consent do not grant unemployment benefit eligibility. However, resignation or termination via mutual consent for managerial needs, following the employer's recommendation, grant unemployment benefit in the same conditions as dismissal.

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

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

LATVIA

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	According to Section 102 of Labour Law when giving a notice of termination of an employment contract, an employer has a duty to notify the employee in writing regarding the circumstances that are the basis for the notice of termination of the employment contract. Paragraph 1 of Section 110 of Labour Law provides that an employer is prohibited from giving a notice of termination of an employment contract to an employee – member of a trade union for more than six months – without prior consent of the relevant trade union. If the employee trade union does not agree with the notice of termination of an employment contract, the employer may bring an action in court for termination of the employment contract (Paragraph 4 of Section 110 of Labour Law). Value (for EPL indicators): average of 4 for union members and 2 for non-union members. As of a certain number of dismissals (see Item 18): see Item 19.
2: Delay involved before notice can start	1 day for letter in the case of non-union members In the case of union members, the employee trade union has a duty to inform the employer of its decision in good time, but no later than within seven working days from the receipt of a request from the employer. If the employee's trade union does not inform the employer of its decision it shall be deemed that the employee's trade union consents to the employer notice of termination. An employer may give a notice of termination of an employment contract no later than one-month after the date of receipt of the consent of the employee's trade union. If the employee's trade union does not agree with the notice of termination of an employment contract, the employer may, within a one-month period from the date of receipt of the reply, bring an action in court for termination of the employment contract (Paragraph 2-4 of Section 110 of Labour Law). Calculation (for EPL indicators): average of union and non-union members. In the case of non-union members, 1 day for letter plus 7 days for trade-union reply, plus, in the case of trade-union opposition, the time of court proceedings (evaluated at on average at least one month) = 1 + [7+(30/2)]/2 = 12 days As of a certain number of dismissals (see Item 18): 10 days for consultations plus (30+60)/2 days waiting period (see item 20)
3: Length of notice period at different tenure durations (a)	According to Section 103 of Labour Law: 1 month except in cases of employee's misconduct or medical unsuitability.
4: Severance pay at different tenure durations (a)	Section 112 of Labour Law provides the following: If a collective agreement or the employment contract does not specify a larger severance pay, and except in cases of misconduct, an employer has a duty to pay a severance pay to an employee in the following amounts: 1) one month average earnings if the employee has been employed by the relevant employer for less than five years; 2) two months average earnings if the employee has been employed by the relevant employer for five to 10 years; 3) three months average earnings if the employee has been employed by the relevant employer for 10 to 20 years; and 4) four months average earnings if the employee has been employed by the relevant employer for more than 20 years.

5: Definition of unfair dismissal (b)	In general, workers' lack of adequate competence, certified inability or long-lasting temporary incapacity due to health reasons, redundancy and misconduct are fair dismissal reasons. Apart from the case of misconduct, dismissal is allowed only if the employer cannot employ the employee with his or her consent in other work in the same or another undertaking (Section 101 Paragraph four of Labour Law). In the case of redundancy, it is established in national case law that the court cannot interfere with the freedom of the employer to organize, manage his professional activities - it is out of court's competence to examine the necessity and usefulness of the implementation of relevant measures, since the determination of these matters falls within the competence of the employer (Article 101(4), 104, and 125 of the Labour Law; Judgement of the Department of Civil Cases of the Senate, case No SKC-145/2008, April 16, 2008; Judgement of the Department of Civil Cases, case No SKC-1425/2016 November 30, 2016). In addition, preference to continue employment relations shall be for those employees who have higher performance results and higher qualifications. If performance results and qualifications do not substantially differ, preference to remain in employment shall be based on tenure an social criteria (listed in Section 108 of Labour Law). There is no legal definition of "unfair dismissal" in the Labour Law. Yet, it could be derived from the text that unfair dismissal is the dismissal which has been performed ignoring the rules for dismissal set out in the Labour Law. For example, incorrect length of notice period, failure to inform trade union etc. According to Section 124 Paragraph 1 of Labour law if a notice of termination by an employer has no legal basis or the procedures prescribed for termination of an employment contract have been violated, such notice in accordance with a court judgment shall be declared invalid.
6: Length of trial period (c)	Section 46 Paragraph 2 of Labour Law fixes the maximum duration of probation period – "the term of a probation period may not exceed three months. The said term shall not include a period of temporary incapacity and other periods of time when the employee did not perform work for justified cause." During the probation period, the employer and the employee have the right to give a notice of termination of the employment contract in writing three days prior to termination.
7: Compensation following unfair dismissal (d)	Section 126 of Labour Law determines the amount of compensation following unfair dismissal: (1) An employee who has been dismissed illegally and reinstated in his or her previous work shall in accordance with a court judgment be paid average earnings for the whole period of forced absence from work. Compensation for the whole period of forced absence from work shall also be paid in cases where a court, although there is a basis for the reinstatement of an employee in his or her previous work, at the request of the employee terminates the employment legal relationships by a court judgment. (2) An employee who has been transferred illegally to other lower paid work and afterwards reinstated in his or her previous work shall in accordance with a court judgment be paid the difference in average earnings for the period when he or she performed work at lower pay.
8: Reinstatement option for the employee following unfair dismissal (b)	Section 124 Paragraph 2 sets out that an employee, who has been dismissed from work on the basis of a notice of termination, which has been declared invalid or otherwise violates the rights of the employee to continue employment legal relationships, shall in accordance with a court judgment be reinstated in his or her previous work.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	According to Section 122 of Labour Law "An employee may bring an action in court for the invalidation of a notice of termination by an employer within a one-month period from the date of receipt of the notice of termination. In other cases, when the right of an employee to continue the employment legal relationships has been violated, he or she may bring an action in court for reinstatement within a one-month period from the date of dismissal."

10: Valid cases for use of standard fixed term contracts	Section 44 of Labour Law: An employment contract may be entered into for a specified period in order to perform specified short-term work, such as: 1) seasonal work; 2) work in activity areas where an employment contract is normally not entered into for an unspecified period, taking into account the nature of the relevant occupation or the temporary nature of the relevant work; 3) replacement of an employee who is absent or suspended from work, as well as replacement of an employee whose permanent position has become vacant until the moment a new employee is hired; 4) casual work which is normally not performed in the undertaking; 5) specified temporary work related to short-term expansion of the scope of work of the undertaking or to an increase in the amount of production; 6) emergency work in order to prevent the consequences caused by force majeure, an unexpected event or other exceptional circumstances which adversely affect or may affect the normal course of activities in an undertaking; 7) temporary paid work intended for an unemployed person or other work related to his or her participation in active employment measures, or work related to the implementation of active employment measures; and 8) work of a student enrolled in a vocational or academic educational institution, if it is related to preparation for activity in a certain occupation or study course." The work referred to in clauses 1 and 2 is determined by the government. Other legislative enactments also provide valid cases for use of standard fixed term contracts, for example Commercial Law etc.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limit in legislation
12: Maximum cumulated duration of successive standard FTCs	Section 45 Paragraph 1 of Labour law provides that the term of an employment contract entered into for a specified period may not exceed five years (including extensions of the term) if another term has not been specified in another law. The entering into a new employment contract with the same employer shall also be regarded as extension of the term of the employment contract if during the period from the date of entering into the former employment contract until the entering into a new employment contract the legal relationship has not been interrupted for more than 60 consecutive days.
13: Types of work for which temporary work agency (TWA) employment is legal	Generally there are no restrictions.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	There are no restrictions in general, neither for assignments nor for contracts between the agency and the worker. If a fixed term contract is concluded - rules of fixed term contracts are applicable.
15: Maximum cumulated duration of TWA assignments (f)	No restrictions concerning assignments. If a fixed term contract is concluded - rules of fixed term contracts are applicable.
16: Does the set-up of a TWA require authorisation or reporting obligations?	Section 6 Paragraph 2 Clause 13 of the Law for the "Support for unemployed persons and persons seeking employment" sets out the duty of the State Employment Agency to license and supervise merchants who provide work placement services (except manning of a ship). Cabinet Regulations No. 458 (03.07.2007) "Procedures for licensing and supervision of merchants - providers of work placement services" sets out the procedure of licensing and supervision of temporary work agencies. Clause 24.10 of the aforementioned regulations provide that A licence recipient shall submit to the State Employment Agency a report regarding the provision of work placement services of the previous semester by the twenty-fifth day of the first month of the following semester.

17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Section 7 Paragraphs 4 and 5 of Labour law ensures the equal treatment of regular workers and agency workers providing that: It is the duty of the work placement service as the employer to ensure the same working conditions and apply the same employment regulations to an employee who has been appointed for a specified time to perform work in the undertaking of the recipient of the work placement service as would be ensured and applied to an employee if the employment legal relationships between the employee and the recipient of the work placement service had been established directly and the employee was to perform the same work. The working conditions and employment regulations referred to above shall apply to work and recreation time, work remuneration, to pregnant women, women during the period following childbirth up to one year, women who are breastfeeding, to the protection assigned to children and adolescents, as well as to the principle of equality and the prohibition of differential treatment. Section 96 Paragraph 2 provides that an employee posted by a work placement service provider has the right to use the facilities, common premises or other opportunities of the undertaking of the recipient of the work placement services, as well as transport services with the same conditions as the employees with which the work placement service provider has established an employment legal relationships directly, except where differential treatment may be justified by objective reasons.
18: Definition of collective dismissal (b)	According to Section 105 of Labour Law, "Collective redundancy is a reduction in the number of employees where the number of employees to be made redundant within a 30-day period is: 1) at least five employees if the employer normally employs more than 20 but less than 50 employees in the undertaking; 2) at least 10 employees if the employer normally employs more than 50 but less than 100 employees in the undertaking; 3) at least 10 per cent of the number of employees if the employer normally employs at least 100 but less than 300 employees in the undertaking; or 4) at least 30 employees if the employer normally employs 300 and more employees in the undertaking. In calculating the number of employees to be made redundant, such employment legal relation termination cases shall also be taken into account as which the employer has not given notice of termination of the employment contract, but the employment legal relations have been terminated on other grounds, which are not related with the conduct or abilities of the employee and which have been facilitated by the employer. The provisions of this Law regarding collective redundancy shall not apply to employees employed in State administrative institutions."
19: Additional notification requirements in cases of collective dismissal (g)	Section 106 of Labour law stipulates that the employer, prior to collective dismissal, undertake notifications and consultations. Paragraph 1 provides that an employer who intends to carry out collective redundancies shall in good time commence consultations with employee representatives in order to agree on the number of employees affected by the collective redundancy, the process of the collective redundancy and the social guarantees for the employees to be made redundant. During consultations the employer and the employee representatives shall examine all the possibilities of avoiding the collective redundancy or of reducing the number of employees to be made redundant and how to alleviate the effects of such redundancy by taking social measures that create the possibility to further employ or retrain the employees made redundant. Paragraph 4 provides that an employer who intends to carry out collective redundancy shall, no later than 30 days in advance, notify in writing thereof the State Employment Agency and the local government in the territory of which the undertaking is located. The notification shall include the given name, surname (name) of the employer, location and type of activity of the undertaking, reasons for the intended collective redundancy, number of employees to be made redundant stating the occupation and qualifications of each employee, number of employees normally employed by the undertaking and the time period within which it is intended to carry out the collective redundancy, as well as provide information regarding the consultations with employee representatives referred to in this Section. The employer shall send a duplicate of the notification to the employee representatives. The State Employment Agency and the local government may also request other information from the employer pertaining to the intended collective redundancy.

20: Additional delays involved in cases of collective dismissal (h)	Section 107 of Labour Law provides that: (1) An employer may commence the collective redundancy no earlier than 30 days after the submission of a notification to the State Employment Agency, unless the employer and the employee representatives have agreed on a later date for commencing the collective redundancy. (2) In exceptional cases the State Employment Agency may extend the time limit referred to in Paragraph 1 of this Section to 60 days. The State Employment Agency shall notify in writing the employer and employee representatives regarding the extension of the time period and the reasons for it two weeks before the expiration of the time period referred to in Paragraph 1. Calculation (for EPL indicators): ten days for consultations plus (30+60)/2 days waiting period minus 12 days for notification letter.
21: Other special costs to employers in case of collective dismissals (i)	Section 106 Paragraph one of Labour law states that an employer who intends to carry out collective redundancy shall in good time commence consultations with employee representatives in order to agree on the number of employees subject to the collective redundancy, the process of the collective redundancy and the social guarantees for the employees to be made redundant. During consultations the employer and the employee representatives shall examine all the possibilities of avoiding the collective redundancy or of reducing the number of employees to be made redundant and how to alleviate the effects of such redundancy by taking social measures that create the possibility to further employ or retrain the employees made redundant. Section 108 of Labour Law establishes the system of preferences for continuing employment relations which the employer is bound to follow.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	Unemployment benefits shall be granted to a person who has become an unemployed person after the termination of work or service on the basis of his or her notice or due to an infringement, but not earlier than two months after the day when the status of an unemployed person was obtained (Section 13 paragraph one Clause 2 of Law On Unemployment Insurance).

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

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

Lithuania

LITHUANIA

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	The notice of termination of an employment contract must be in writing and indicate the reason for termination of the employment contract and the legal provision in which the basis for the termination of the employment contract is specified, as well as the date of termination of the employment relationship. The notice of termination of the employment contract must be given to the employee forthwith (Article 64 ,,Notice of Termination of an Employment Contract" par. 1, 2 and 3). An employee's performance outcome may serve as reason to terminate an employment contract if the employee was given a written explanation of the performance shortcomings and unachieved personal outcome and if a general performance improvement plan was drawn up covering a period of at least two months and the outcome of the execution of this plan was unsatisfactory (Article 57 of Labour Code par. 5). Value (for EPL indicators): average between dismissal at will (2) and usual route for dismissal (2.5=2+0.5 for warning) As of a certain number of dismissals (see Item 18): see item 19.
2: Delay involved before notice can start	Value (for EPL indicators): 1.5 (counting 6 days for warning in the event of dismissal for personal reasons using the usual route for dismissal, as detailed in Item 1). As of a certain number of dismissals (see Item 18): see Item 20.
3: Length of notice period at different tenure durations (a)	The employment contract shall be terminated by giving the employee notice one month in advance, or, for employment relationships of less than one year – two weeks in advance. These notice periods shall be doubled for employees who have less than five years left until the statutory age of old-age pension, and tripled for employees who are raising a child/adopted child under the age of 14 and employees who are raising a disabled child under the age of 18, as well as for disabled employees and employees who have less than two years left until the statutory age of old-age pension (Article 57, par. 7.). Dismissal at will: 3 days notice at all tenures (Article 59, par. 1) Calculation (for EPL indicators): average of dismimissal at will and usual route. For usual route, average of workers with/without children
4: Severance pay at different tenure durations (a)	The dismissed employee must be paid severance pay in the amount of two times his or her average remuneration or, for employment relationships of less than one year, severance pay in the amount of half of one average remuneration (Article 57, par. 8). Dismissal at will: 6 months of wage at all tenures (Article 59, par. 1). Calculation (for EPL indicators): average of dismimissal at will and usual route.

5: Definition of unfair dismissal (b)	The employer has the right to terminate an open-ended or fixed-term employment contract prematurely for the following reasons:1) the job function performed by the employee has become superfluous due to changes in work organization or other reasons related to the employer's activities; 2) the employee is not achieving the agreed performance outcome; 3) the employee refuses to work under changed indispensable or supplementary employment contract terms or to change the type of working-time arrangements or place of work; 4) the employee does not agree with the continuity of employment relations in the case that the business or part thereof is transferred; 5) a court or body of the employer has taken a decision ending the employer (Article 57 par. 1), 6) when an employee, according to the conclusions of a healthcare institution, is no longer able to hold this position or perform this work, and does not agree to be transferred to another vacant position or job at that workplace that accommodates his or her health condition, or when such a position or job is not available at that workplace (Article 60 par. 4). Changes in work organisation or other reasons related to the activities of the employer may only serve as reason to terminate an employment contract in the event that they are realistic and determinant to the unnecessity of the job function or job functions performed by a specific employee or group thereof. An employment contract may only be terminated on these grounds if, during the period from the notice of termination of the employment contract to five working days before the end of the notice period, there is no vacancy at the workplace that the employee could be transferred to with his or her consent (Article 57 par. 2). If a superfluous job function is performed by several employees and only part of them is being dismissed, the employer shall approve the selection criteria for redundancy after coordination with the work council, or in the absence thereof – the trade union. In establishing the selection criteria for redundancy, the right of priority to keep their jobs in respect to all other employees of the same speciality working for the respective employer at the same workplace must be awarded based on tenure and detailed social criteria (Article 57 par.3). An employer shall be entitled to terminate an employment contract with an employee for reasons not specified above ("dismissal at will") by giving notice three working days in advance and paying severance pay in an amount no less than six times the employee's average remuneration. These reasons cannot include participation in a case against an employer accused of violations of law or due to application to administrative bodies regarding discrimination based on gender, sexual orientation, race, nationality, language, origin, citizenship and social status, faith, marital and family status, intention to have a child/children, convictions or views, political affiliation, age, or other discriminative grounds (Article 59 par. 1 and 2). Calculation (for EPL indicators): average between dismissal at will and usual route.
6: Length of trial period (c)	The trial period may not exceed three months (Article 36 par. 2). Having acknowledged that the results of the trial period are unsatisfactory, the employer may take a decision to terminate the employment contract before the end of the trial period after giving the employee written notice thereof three working days before the expiry of the employment contract, and not pay severance pay (Article 36 par. 3).
7: Compensation following unfair dismissal (d)	If an employee is dismissed from work in the absence of a legal basis or in violation of the procedure established by laws, the labour dispute resolution body shall take a decision to recognise the dismissal as being unlawful and to order that the employee be reinstated and paid average remuneration for the period of forced absence, from the date of dismissal to the date of enforcement of the decision but no more than one year, and the material and non-material damage incurred (Article 218 par. 2). If the body resolving the labour dispute on rights establishes that the employee cannot be returned to his or her previous job due to economic, technological, organisational or similar reasons, or because he or she may be provided with unfavourable conditions to work, or when the employer requests that the employee not be reinstated, the labour dispute resolution body shall take a decision to recognise the dismissal as being unlawful, and shall order that the employee be paid average remuneration for the period of forced absence, from the date of dismissal to the date of enforcement of the judgement but no more than one year, and the material and non-material damage incurred. The employee shall also be awarded compensation equal to one average remuneration for every two years of the employment relationship, but no more than six times the employee's average remuneration (Article 218 par. 4). Value (for EPL indicators): 12 months pay (6 months compensation at 20 years' tenure + 6 months back pay)

8: Reinstatement option for the employee following unfair dismissal (b)	If an employee is dismissed from work in the absence of a legal basis or in violation of the procedure established by laws, the labour dispute resolution body shall take a decision to recognise the dismissal as being unlawful and to order that the employee be reinstated and paid average remuneration for the period of forced absence, from the date of dismissal to the date of enforcement of the decision but no more than one year, and the material and non-material damage incurred (Article 218 par. 2). If the body resolving the labour dispute on rights establishes that the employee cannot be returned to his or her previous job due to economic, technological, organisational or similar reasons, or because he or she may be provided with unfavourable conditions to work, or when the employer requests that the employee not be reinstated, the labour dispute resolution body shall take a decision to recognise the dismissal as being unlawful, and shall order that the employee be paid average remuneration for the period of forced absence, from the date of dismissal to the date of enforcement of the judgement but no more than one year, and the material and non-material damage incurred. The employee shall also be awarded compensation equal to one average remuneration for every two years of the employment relationship, but no more than six times the employee's average remuneration (Article 218 par. 4).
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	One month starting from the date he or she found out or should have found out about the violation of rights (Article 220 par. 1). If the application submission deadline is missed, it may be extended by the decision of a labour dispute commission. In this case, the reasons for missing the deadline must be specified in the application submitted. The labour dispute commission shall extend the missed application submission deadline upon recognising these reasons as being valid. If the labour dispute commission does not extend the deadline by decision thereof, an application may be made to court within one month of the decision of the labour dispute commission by bringing an action for the labour dispute on rights to be resolved in court (Article 220 par. 2).
10: Valid cases for use of standard fixed term contracts	Article 67. The Concept of the Fixed-Term Employment Contract and the Term Thereof 1. A fixed-term employment contract is an employment contract that is concluded for a certain period of time or for the period needed to perform a certain job. 2. The term of a fixed-term employment contract may be set until a specific calendar date, for a certain period calculated in days, weeks, months or years, or until the execution of a certain task or the emergence, change or cessation of certain circumstances. 3. A fixed-term employment contract shall become open-ended when, during the period of the employment relationship, the circumstances due to which the contract term was defined disappear. 4. Fixed-term employment contracts for jobs of a permanent nature may not account for more than 20 per cent of the total number of contracts concluded by the employer.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limit
12: Maximum cumulated duration of successive standard FTCs	The maximum duration of a fixed-term employment contract as well as the maximum total duration of consecutive fixed-term employment contracts concluded with the same employee to carry out the same job function is two years, except in cases where the employee is hired to fill a temporarily vacant position. Employment contracts which are separated by no more than two months shall be considered to be consecutive fixed-term employment contracts (Article 68 par. 1). The total duration of consecutive fixed-term employment contracts concluded with the same employee to carry out different job functions cannot exceed five years. Upon violating this requirement, the employment contract shall become open-ended, and the periods between fixed-term employment contracts shall be included in the length of the employee's employment relationship with the employer, but do not have to be paid for (Article 68 par. 3).
13: Types of work for which temporary work agency (TWA) employment is legal	It is prohibited for a user enterprise to: 1) charge a temporary worker to perform the job functions of employees of the user enterprise who are on strike; 2) conclude temporary employment contracts in order to replace dismissed employees of the user enterprise (Article 79 par. 3);

14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	A temporary agency employment contract may be either fixed-term or open-ended (art. 72 par. 3). A fixed-term temporary agency employment contract may be concluded for a single assignment with the user enterprise, but the term of the contract may also be set until a specific calendar date, for a certain period calculated in days, weeks, months or years, or until the execution of a certain task or the emergence, change or cessation of certain circumstances (art. 72 par. 4). By way of derogation from the rules of the maximum duration of an employment contract (Article 68 of this Code), the maximum duration of a fixed-term temporary agency employment contract as well as the maximum total duration of consecutive employment contracts concluded with the same employee for the same job is three years. Consecutive fixed-term temporary agency employment contracts are employment contracts which are separated by a period of no more than two weeks (art. 72 par. 5).
15: Maximum cumulated duration of TWA assignments (f)	The maximum duration of a fixed-term temporary agency employment contract as well as the maximum total duration of consecutive employment contracts concluded with the same employee for the same job is three years. Consecutive fixed-term temporary agency employment contracts are employment contracts which are separated by a period of no more than two weeks (Article 72 par. 5).
16: Does the set-up of a TWA require authorisation or reporting obligations?	Temporary-work agencies shall provide the State Labour Inspectorate, in accordance with the procedure and within the time limits established by the Government of the Republic of Lithuania or institution authorised by the Government, with information about started recruitment through the temporary-work agencies and the number of temporary agency workers (Article 79 par. 6).
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Same wage and some working conditions (Art. 75 par. 1, 2 and 3).
18: Definition of collective dismissal (b)	Collective redundancies are considered to be the termination of employment contracts when, within 30 calendar days, there are plans to dismiss, on the initiative of the employer without any fault on the part of the employee (Article 57 of this Code), at the will of the employer (Article 59 of this Code), or by agreement of the parties to the employment contract (Article 54 of this Code) initiated by the employer, or due to employer bankruptcy (Article 62 of this Code): 1) 10 or more employees at a workplace where the average number of employees is between 20 and 99; 2) at least 10 per cent of the employees at a workplace where the average number of employees is from 100 to 299; 3) 30 or more employees at a workplace where the average number of employees is 300 or more. 2. When calculating the number of employment contracts to be terminated as specified in paragraph 1 of this Article, the termination of the employment contracts of at least five employees shall be calculated. Cases when employees are planned to be dismissed upon expiry of the term of the employment contract shall not be considered collective redundancies (Article 63 par. 1 and 2)
19: Additional notification requirements in cases of collective dismissal (g)	The employer must inform the work council, or in the absence thereof – the employer-level trade union, and hold consultations therewith on measures for mitigating the consequences of the forthcoming collective redundancy (re-training, transfer to other positions, changes to the working-time arrangements, higher severance pay than provided for in this Code, extension of notice periods, free time for job searching, etc.). During the consultations, the parties must strive to reach an agreement regarding real mitigation of the potential negative consequences (Article 63 par. 3). Upon conclusion of consultations with the work council or the employer-level trade union and no later than 30 days before the termination of employment relations, but no later than giving notice of dismissal to the employees of the group, the employer must, in accordance with the procedure established by the Minister of Social Security and Labour of the Republic of Lithuania, notify the local labour exchange in writing about the planned collective redundancy. The employer shall submit a copy of this notification to the work council or the employer-level trade union, which may submit its observations and proposals to the local labour exchange (Article 63 par. 4).
20: Additional delays involved in cases of collective dismissal (h)	Consultations with employees' representatives must be held before informing the local exchange office and serving notice to the concerned employees.
21: Other special costs to employers in case of collective dismissals (i)	No additional requirements
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No

23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No, except for persons carrying out employee representation.
24: Pre-termination resolution mechanisms granting unemployment benefits	Individuals who resign voluntarily from their previous job are eligible to unemployment benefits without sanctions as compared to the case of dismissal (The Republic of Lithuania Law on Unemployment social insurance (Article 6)).

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

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

LUXEMBOURG

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Employees must be notified of dismissal by registered mail. If the firm employs at least 150 workers, workers' representatives or, if they do not exist, the labour inspectorate must also be notified (Art. L124-2 code du travail, CT hereafter), and the worker must be invited, through registered letter, to an interview before being notified of the dismissal (art L124-2 CT). For dismissals affecting the volume or structure of employment, the enterprise's works council (if applicable) must also be notified of impending dismissals (Art L423-3 CT). Works councils are compulsory in firms having normally employed at least 150 workers in the last 3 years (Art L421-1 CT) Value (for EPL indicators): 2.33 (= (1/3)*2(at 35 employees) + (2/3)*2.5 (2+0.5 for interview at 150 and 350 employees)) As of a certain number of dismissals (see Item 18): see 19.
2: Delay involved before notice can start	The employer must notify the employee of the dismissal by registered mail. The notice period starts either on the 1st or 15th day of the month following notice being received by the employee, whichever is the earliest. Firms with at least 150 employees (that account for e.g. more than 60% of manufacturing employment – source: OECD SDBS database) must invite, through registered letter, the worker to an interview before notifying the dismissal (art L124-2 CT). Calculation (for EPL indicators): 150 and 350 employees: 13 days=3 days for letter sent by registered mail, 7 days on average until start of notice period, plus 3 days for inviting to the interview. 35 employees: 10 days. Average across the three firm sizes: 12 As of a certain number of dismissals (see Item 18): average with and without agreement: 22.8 days (see Item 20)
3: Length of notice period at different tenure durations (a)	In the event of termination of an employee at the initiative of the employer, the employment contract ends: after two months' notice to an employee with less than five years' continuous service; after four months' notice to an employee with between five and ten years of continuous service; after six months' notice to an employee with ten years of continuous service. As of a certain number of dismissals (see Item 18): Dismissals cannot effectively take place before 75 days from notification (art. L166-2, L166-5, L166-6 CT).
4: Severance pay at different tenure durations (a)	Employees with at least five years of continuous service are entitled to severance pay if their indefinite contract is terminated by the employer. The severance pay shall not be less than one month salary after five years service; two months after 10 years service; three months after 15 years service; six months after 20 years service; nine months after 25 years service; and 12 months after 30 years' continuous service. Firms with less than 20 employees can choose between making severance payments or giving additional notice equivalent to the amount of severance pay.
5: Definition of unfair dismissal (b)	Dismissal is fair if it is based on serious misconduct; worker capability; economic needs of the business. In assessing the conduct of the employee in unfair dismissal cases, judges take into account education, work histories, social status and elements affecting the employee's responsibility and consequences of dismissal. An employee dismissed for economic reason has a priority for rehiring during one year from her/his dismissal. As of a certain number of dismissals (see Item 18): A social plan should be set up, which typically contains internal and external reclassification measures and the amount of additional compensation payable.
6: Length of trial period (c)	The maximum length of the trial period for a contract of unlimited duration is 6 months. But the following exceptions apply: 3 months for a level of qualification inferior to "certificat d'aptitude technique et professionnelle de l'enseignement secondaire technique" ; and 12 months if the initial gross monthly wage is greater than a given threshold (in 2012, 4053,61 € or 756,27 of the re-evaluation index – equal to 536€ for a value of 100). Calculation (for EPL indicators): average of the three situations. No reasons of termination have to be provided and there is no severance pay. No dismissal for economic reasons is possible during the first 2 weeks, after these two weeks the notice period is either 1 day per week, if the trial period is less than 1 month, and 4 days per month for the trial periods of at least 1 month, without being less than 15 days or more than 1 month.

7: Compensation following unfair dismissal (d)	If the dismissal is found to be unfair, the employer may be required to pay damages to the employee. In determining the amount of damages, the court will consider a period which should have been sufficient for the employee to find a new job (typically 4-6 months). The dismissed employee must demonstrate that he/she has taken necessary steps to find a new job. The court also takes into account various factors such as seniority, age and family situation. One month of additional compensation must be paid by the employer if he/she does not want to reinstate the employee. Calculation (for EPL indicators): Typical compensation at 20 years of tenure: 5 months + 1 month in the case the employer does not want to reinstate the worker.
8: Reinstatement option for the employee following unfair dismissal (b)	When ruling on unfair dismissal, judges may request that the employee is reinstated. If the employer does not want to reinstate the employee, the employer can pay one months' salary as additional compensation.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	The time limit for making a claim of unfair dismissal is three months from the date of the notification or the date when the employee received the requested reasons for dismissal.
10: Valid cases for use of standard fixed term contracts	Fixed-term contracts can be used to replace temporarily absent employees (except where the absence is due to an industrial dispute), where the work is of a seasonal, temporary, urgent or occasional nature, in response to a temporary increase in work in the enterprise, to hire approved categories of unemployed persons registered with the Agence pour le Développement de l'Emploi (the authorisation takes into account age, training and duration of unemployment), and with the authorisation of the Labour Ministry, employment intended to promote the hiring of some categories of workers or to engage in training.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	A fixed-term contract can be renewed twice. Some categories of workers (teachers, artists, performers, athletes, coaches) are not subject to restrictions on renewals of fixed-term contracts.
12: Maximum cumulated duration of successive standard FTCs	A fixed-term contract cannot exceed 24 months in duration (including renewals). Fixed-term contracts for seasonal work cannot exceed 10 months in a 12 month period.
13: Types of work for which temporary work agency (TWA) employment is legal	TWA workers may be employed to replace an absent employee or an employee whose employment contract is suspended for a reason other than a labour dispute or to replace an employee whose position became vacant before the entry into service of his successor; for seasonal jobs; for jobs in specific sectors or occupations where the nature of the work is temporary; or to perform urgent work.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	The contract can be renewed twice without exceeding the 12 month limit.
15: Maximum cumulated duration of TWA assignments (f)	Except for seasonal jobs, the contract should not exceed 12 months in duration for the same employee in the same job, including renewals.
16: Does the set-up of a TWA require authorisation or reporting obligations?	Temporary work agencies require authorization from the Ministry of Labour and the Ministry of Small Enterprises, which is granted initially for 12 months. A request for extension of authorization must be made three months before the expiry of the authorisation. If granted, the authorisation runs for a further two years. After a period of three years of authorised operation, the agency will be granted unlimited authorisation.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	A TWA worker is required to receive the same pay and conditions as an employee with the same or an equivalent qualification hired by the user firm as a permanent employee.
18: Definition of collective dismissal (b)	Additional regulations apply for dismissals of 7 or more workers within a 30 day period or 15 or more workers within a 90 day period.
19: Additional notification requirements in cases of collective dismissal (g)	The works council and the Employment Agency must be notified of the dismissal. After that negotiations have to start with the works council in order to conclude if possible a social plan. Negotiations are compulsory but not the result (see Item 20).
20: Additional delays involved in cases of collective dismissal (h)	Once notification has been given, negotiations start on a social plan, which must be finalised within 2 weeks. If there is no agreement, the parties have to resort to the Office national de conciliation, which invite them to a conciliation hearings within 2-5 days. Conciliation hearings must be concluded in 2 weeks. After the social plan has been agreed to, or if non-agreement is pronounced by the Office national de conciliation, individual notification can be given to workers. Dismissals cannot effectively take place before 75 days from notification (art. L166-2, L166-5, L166-6 CT). Calculation (for EPL indicators): average with and without agreement: 75+14 + ((2+5)/2+14)/2 -11.5 (delays reported in item 2) - 60 (average notice period reported in item 3). = 26.25 days

21: Other special costs to employers in case of collective dismissals (i)	The social plan typically contains internal and external reclassification measures and the amount of additional compensation payable.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	Neither resignation nor termination via mutual consent grant unemployment benefits.

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

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

MEXICO

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	The employer who dismisses a worker shall give written notice to the employee clearly indicating the conduct or conducts that motivate his/her dismissal and the date or dates on which they were committed. The notice shall be delivered personally to the employee at the moment of the dismissal or the employer shall notify to the Conciliation and Arbitration Board competent within five business days. The Board will notify the employee (Art. 47 Federal Labour Law, FLL hereafter). The behaviours established in the written notice cannot be modified through a trial. As of a certain number of dismissals (see Item 18): see item 19.
2: Delay involved before notice can start	The notice must be communicated to the employee. As of a certain number of dismissals (see Item 18): see item 20.
3: Length of notice period at different tenure durations (a)	All workers: No minimum notice period.
4: Severance pay at different tenure durations (a)	Dismissals are justified only if the worker in the course of his employment is guilty of a dishonest or dishonourable act. Dismissed workers shall be entitled to a service bonus of 12 days per year of service. In the case of physical or mental disability or manifest unfitness of the worker that makes impossible continued employment, severance pay is 1 month plus 12 days per year of service (Art. 54 FFL). However, permanent workers shall be entitled to a length-of- service bonus, consisting in twelve days´ wages for each year of service even if they resign voluntarily, on condition that they have completed at least fifteen years of service. (Art. 162 FLL). Calculation for EPL indicators for individual dismissals: severance pay minus entitlements upon quitting. In case of approval of a certain number of dismissals, workers will be entitled to compensation of three months of salary, and to receive the seniority premium consisting of the payment of 12 days for each year of services rendered (Article 162 and 436 of the FLL).
5: Definition of unfair dismissal (b)	Justified: Dismissals are justified only when the employer can demonstrate the worker's lack of integrity or actions prejudicial to the company's interests (such as negligence, imprudence, or disobedience). Dismissal for physical or mental disability or manifest unfitness of the worker that makes impossible employment continuation is also justified. Unfair: In all other cases, including where relevant notification procedures have not been followed, the dismissal will usually be ruled unfair. A certain number of dismissals can be justified following the closure of establishments or undertakings or by the permanent reduction of their production, mainly for economic reasons (Chapter VIII, FLL). When it comes to reducing jobs in a company or establishment, the workers' ladder will be taken into consideration, so that those of lesser age are readjusted (Article 437 of the FLL). If the employer resumes the activities of his company or creates a similar one, he/she will be obliged to prefer, in equal circumstances, Mexican workers over those who are not; to those who have served them satisfactorily for longer; to those who, having no other source of economic income, are in charge of a family; to those who have finished their compulsory basic education; to those trained in those who are not, to those who have greater aptitude and knowledge to do a job and to those who are unionized in relation to those who are not (Articles 438).

6: Length of trial period (c)	The FLL regulates the trial period as follows: Article 39A: In an employment relation of unspecified duration or when exceeding 180 days, the trial period, may not exceed 30 days, with the only purpose to verify that the employee meets the requirements and skills needed to develop the work requested. The trial period may be extended up to 180 days, only in the case of workers in management positions, managerial and other involved in the management or administrative functions in the company or establishment or the performance of specialized, professional, or technical work. At the end of the trial period, if the worker cannot prove to satisfy the qualifications and skills needed to develop the work, the employer, taking into account the opinion of the Joint Commission on Productivity, Development and Training, will terminate the employment relationship without liability. Calculation (for EPL indicators): average of the 2 situations: 3.5 months
7: Compensation following unfair dismissal (d)	In the case of dismissal without "just cause", compensation of 3 months plus 20 days per year of service. Back pay accrues from the date of dismissal. Calculation (for EPL indicators): Typical compensation at 20 years tenure (all workers): 15 months (compensation plus back pay minus seniority bonus minus severance pay mentioned in Item 4). As of a certain number of dismissals (see Item 18): there is no such definition in the labour legislation, since the termination of collective labour relations requires approval or authorization from the Labour Court, as established in the articles 434 and 435 of the FLL.
8: Reinstatement option for the employee following unfair dismissal (b)	The employee may request reinstatement, but the employer can be exempted from reinstating the employee by paying compensation to the employee in cases where the employee had tenure of less than one year, was employed on a casual basis or where an ongoing employment relationship is not possible the worker, because of the position he/she holds or the nature of his/her work, is in direct and permanent contact with the employer. Calculation (for EPL indicators): average of the two cases As of a certain number of dismissals (see Item 18): there is no such definition in the labour legislation, since the termination of collective labour relations requires approval or authorization from the Labour Court, as established in the articles 434 and 435 of the FLL.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	In accordance with the provisions of Art. 518 FLL, the legal prescription for unfair dismissal claims is two months. The prescription runs from the day following the date of termination of the employment relationship. As of a certain number of dismissals (see Item 18): there is no such definition in the labour legislation, since the termination of collective labour relations requires approval or authorization from the Labour Court, as established in the articles 434 and 435 of the FLL.
10: Valid cases for use of standard fixed term contracts	Restricted to objective situations (replacement, temporary increase in workload, work on a project that is itself of a fixed-term nature, etc.), with the exception of a few occupations. Extent of use determined in consultation with union delegates (Articles 35, 37, 39-A and 39-B of the FLL).
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limit specified, negotiable by both parties.
12: Maximum cumulated duration of successive standard FTCs	No limit specified, negotiable by both parties. If the fixed term contract is to perform work of a fixed-term nature, the contract will extend as long as the work extends (Articles 42, 43, 76, 78, 170, 478, 486 and 491 of the FLL).
13: Types of work for which temporary work agency (TWA) employment is legal	The FLL regulates TWA employment in Articles 15-A, 15-B, 15-C and 15-D. The use of TWA employment should not cover the same activities that are normally performed in the user establishment. Moreover, jobs of regular and TWA workers at the user establishment must be different. Moreover, TWA employment must be justified by its specialized nature. The use of TWA employment is not permitted when worker's contract are transferred from the user firm to the agency, with the clear aim of reducing labour rights.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No limit for both contracts and assignments

15: Maximum cumulated duration of TWA assignments (f)	No limit for both contracts and assignments
16: Does the set-up of a TWA require authorisation or reporting obligations?	No requirements
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Article 14 of the FLL establishes responsibilities for companies that use intermediaries for hiring workers. Workers shall have the right to provide their services under the same conditions and have the same rights that apply to other workers who perform work in the company or similar establishment.
18: Definition of collective dismissal (b)	The Federal Labour Law does not contain a definition of collective dismissal, but it contemplates the collective termination of employment relationships, following the closure of establishments or undertakings or by the permanent reduction of their production, mainly for economic reasons (Chapter VIII, FLL).
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Duty to inform and consult with trade union/employee representatives. Notification of public authorities: Notification to Conciliation and Arbitration Board if no agreement with union can be found. A certain number of dismissals need to be approved by the Labor Court (Articles 434 and 435 of the FFL).
20: Additional delays involved in cases of collective dismissal (h)	Type of negotiation required: Negotiation with employee representatives on conditions and procedures of dismissal. If no agreement is reached, agreement by Conciliation and Arbitration Board on terms of dismissal is required. For the related procedure, a hearing must be performed within the fifteen working days following the date in which the complaint was presented or at the conclusion of the investigations (Art. 893 FLL).
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Negotiation with employee representatives on conditions and procedures of dismissal. If no agreement is reached, agreement by Conciliation and Arbitration Board on terms of dismissal required. Selection criteria: Usually seniority-based. Severance pay: 3 months in addition to seniority bonus (Art. 436 FLL)
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No A certain number of dismissals need to be approved by the Labour Court (Articles 434 and 435 of the FFL).
24: Pre-termination resolution mechanisms granting unemployment benefits	No unemployment benefits in Mexico.

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

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

NETHERLANDS

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	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 can require prior permission from a public administrative body, UWV Werkbedrijf (art. 7:671a Dutch Civil Code). 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 (art. 7:671b Dutch Civil Code). When parties do not agree about ending the contract, the route for dismissal is fixed and prescribed. Dismissal for economic reasons or in case of prolonged work incapacity due to illness will be dealt with by PES and dismissal for other reasons are dealt with by court. Both procedures act as a preventive check to determine the reasonableness of any intended dismissal. 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. As of a certain number of dismissals (see Item 18): see 19.
2: Delay involved before notice can start	Termination via PES: Authorisation procedure normally takes 4-6 weeks. Unless parties agreed otherwise, the notice period has to start at the end of the month ((art. 7:672)). Termination via courts: When the Court dissolves the contract, it will do so with respect to the length of the notice period (which starts at the end of the month, unless parties agreed otherwise)(art. 7:671b lid 8 sub a). When the employee has acted seriously culpable, the Court can dissolve the contract at an earlier date. Calculation (for EPL indicators): average of PES for economic reasons (5 weeks on average) and courts for personal reasons (15 days on average) + 15 days since notification at the end of the month As of a certain number of dismissals (see Item 18): 30 days waiting period to allow for social plan negotiations (see item 20).
3: Length of notice period at different tenure durations (a)	Independently from the route of dismissal: the length of the notice period is: 1m for the first five years of service, extended by one more month for every additional 5 years of service, up to a maximum of 4 months (art. 7:672 Dutch Civil Code). The time spent for the prior authorization procedure by PES or Court can be deducted from the notice period, as long as a notice period of one month remains (art. 7:671b lid 8 sub a Dutch Civil Code and art. 7:672 lid 5 Dutch Civil Code). Calculation for EPL indicators for individual dismissals (average of PES and Court): 9 months tenure: 1 month, 4 years tenure: 1 month, 20 years tenure: 3.25 (=4 months minus the average length of the authorization procedure between PES and Court).

4: Severance pay at different tenure durations (a)	Severance pay does not depend on the route of dismissal (PES or court). Every employee with at least 2 years of tenure (also employees with an atypical contract) has a statutory right to a transition allowance if the dismissal is initiated by the employer (or, in case of a temporary contract, if the employer refuses to extend the contract)(art. 7:673 Dutch Civil Code). The main rule for calculating the transition allowance is 1/3 of a month's salary for every year of tenure in the first ten years of tenure. After these ten years it is ½ of a month's salary for every year. The calculation is not dependant on the age of the employee, only on tenure (except for a temporary measure until 1 January 2020 from which small firms are exempted*, see art. 7:673a Dutch Civil Code). Until 2020 small firms (with less than 25 employees) will – under certain conditions - be allowed to pay a lower transition allowance in case they are forced to dismiss for financial reasons (art. 7:673d Dutch Civil Code). * 1 monthly wage (instead of ½) for each year worked after age 50 for employees with more than 10 years' tenure. At 20 years' tenure: 10/3 + 5/2 + 5 = 10.83 months of wage. Calculation (for EPL indicators): • 9 months tenure: 0 months • 4 years tenure: 1.33 months • 20 years tenure: 10.83 months
5: Definition of unfair dismissal (b)	Fair: Dismissals on grounds of employee conduct or unsuitability, and for economic redundancy (art. 7:669 Dutch Civil Code). In the latter case, data on the financial state of the company and proof that alternatives to redundancy have been considered must be given. In particular, there must be no possibilities to relocate the employee to another suitable position within a period of 26 weeks, whether or not with the help of training. The employer will also have to make it plausible that the decision underlying the loss of jobs is necessary in the interest of efficient management, and select the employees to be dismissed based on tenure and age (art.7: 669 lid 1, 2 and 3 sub a, art. 7:681 lid 1 sub d, art. 7:682 lid 4 of the Dutch Civil Code). In the case of dismissal for personal reasons, concerning an open-ended employment contract, employers can fire a person in one of the following situations: - If an employee no longer fulfils his or her job in a satisfactory way or if he or she has become or is unsuitable for the job (except in case of illness). - If there is a serious conflict between employee and employer. - If the employee has conscientious objections to performing his or her job and the employer cannot offer other suitable work. - If the employee is long-term disabled for work. - If the employee behaves inappropriately for instance in case of theft or being drunk during working hours. In case of dismissal for unsuitability or insufficient performance, the employer can only terminate the employment contract when it is not possible to reassign the employee to another suitable position within a reasonable period of time, with or without the help of training, see art. 7:669 lid 1 and 3) Unfair: Unfair are "obviously unreasonable" terminations, and dismissals of pregnant women, the disabled, new mothers and works council members, including, more precisely (art. 7:670 Dutch Civil Code): - On grounds concerning for instance religion, race, age, or disability (discrimination). - During the first 2 years of illness or labour disability of an employee. - Due to pregnancy or during maternity leave. - Because the employee wants to make use of his or her rights to parental leave. - Because the employee is member of a works council or association for personnel; member of a certain political party; trade union member; and in some other cases.
6: Length of trial period (c)	It is not mandatory by law to agree upon a trial period, but most jobs contain such an agreement. The maximum duration is two months. A maximum of 1 month applies to temporary contracts which last shorter than 2 years or if it involves a temporary contract that has no end date. A maximum of 2 months applies to an open-ended employment contract and to a temporary contract that last more than 2 years. Both employer and employee can terminate the employment contract for any reason within the trial period, without notice period or severance pay (art. 7:652 Dutch Civil Code).
7: Compensation following unfair dismissal (d)	Termination via PES: The employee can still file a claim at the court for unfair dismissal. If the court comes to the conclusion that the dismissal was unfair it usually grants financial compensation Termination via court: If the court thinks that termination is unfair, but upholds the contract as not feasible, it usually grants financial compensation (art. 7:671b lid 8 sub c Dutch Civil Code) . Recent research documents the average compensation for dissolving a contract is equivalent to about 7 months pay.

8: Reinstatement option for the employee following unfair dismissal (b)	The option of reinstatement is rarely made available to the employee.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	Termination via PES: 2 months from the effective date of termination (Art. 7:686a lid 4 sub a). Termination via court: Systematic, no need to file a complaint. Calculation (for EPL indicators): average between PES (2 months) and court (maximum score)
10: Valid cases for use of standard fixed term contracts	No restrictions.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	Three successive fixed-term contracts not exceeding a period of 2 years. A fourth renewal or a renewal exceeding a total period of 2 years will alter the fixed-term contract automatically into a contract of indefinite time. The number of renewals (3) and/or the time (2 years) can be changed (more/less) by collective agreement (art. 7:668a Dutch Civil Code).
12: Maximum cumulated duration of successive standard FTCs	No limit for first fixed-term contracts, but 2 years in case of renewals (art. 7:668a Dutch Civil Code)..
13: Types of work for which temporary work agency (TWA) employment is legal	General, with the exception of seamen (art. 7:690-7:694 and 745 Dutch Civil Code).
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No restriction for assignments (Article 7:691 Dutch Civil Code). Legally no restriction for contracts in the first half year. This period has been extended by collective agreement to 78 weeks. Then a maximum of 8 renewals of TWA contracts each for a period of 3 months. After that period a further renewal will change a TWA contract into a contract for an indefinite period with the Temporary Work Agency.
15: Maximum cumulated duration of TWA assignments (f)	Unlimited. After 3.5 years of accumulation of TWA contracts, the last fixed-term contract will be altered into a contract for an indefinite period with the TWA (Article 7:691 Dutch Civil Code).
16: Does the set-up of a TWA require authorisation or reporting obligations?	No
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Yes, equal treatment on pay and conditions, but can deviate from this regulation by collective agreement. The existing collective agreements for TWA in the Netherlands stipulate that basis pay is equal, but deviations could apply to extra's, such as thirteenth month's salary, sick pay and certain surcharges (art.19 of the Collective Labour Agreement for Temporary Agency Workers).
18: Definition of collective dismissal (b)	Over 3 months, 20+ workers dismissed by one employer in one employment service region. Terminations by mutual agreement shall also be included in the number of dismissed employees for the purpose of determining whether a collective dismissal is taking place (Act No. 197/2011 dated 17 November 2011: amendment to the Collective Redundancy Notification Act, 24 March 1976, Art. 3 (1)).
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Duty to inform and consult with Works Council and trade union delegation. Notification of public authorities: Notification of regional employment office. The dismissal needs to be approved by the Public Employment Service (art. 7:671a Dutch Civil Code).
20: Additional delays involved in cases of collective dismissal (h)	30 days waiting period to allow for social plan negotiations (unless the social partners have agreed in writing to refrain from the waiting period).
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on alternatives to redundancy and ways to mitigate the effects; social plan will normally be agreed outlining transfers, re-training, early retirement measures and financial compensation. Selection criteria: "Mirror-image" of existing workforce (age balance of the workforce). Severance pay: No legal entitlement, but social plans often contain severance pay or top-ups to unemployment benefits. Severance pay through social plans is often lower than the formula mentioned in Item 4.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	Dismissals should be approved by the Public Employment Service (art. 7:671a Dutch Civil Code) or the court. Collective dismissals should be approved by the Public Employment Service (art. 7:671a Dutch Civil Code).

24: Pre-termination resolution mechanisms granting unemployment benefits	An employer and employee can terminate an employment contract by mutual agreement, which is expressed in a termination agreement, or settlement agreement. In case of a termination agreement the employee is entitled to unemployment benefits. However a fictional notice period has to be taken into account, equal to the notice period that would have had to be taken into account when the employment contract would have been terminated by the employer (= maximum of 4 months, depending on the tenure). If the employer and the employee observe the notice period applicable to the employer there is no waiting period (art. 7:670b Dutch Civil Code). The employee is not entitled to unemployment benefits if he terminates his employment himself. When the employee takes the initiative to terminate the employment contract, the PES will assess whether or not continuation of the employment contract can reasonably be expected. If this is the case, then the employee is culpably unemployed and will not receive unemployment benefits. (art. 24 lid 2 WW)

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

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

New Zealand

NEW ZEALAND

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Personal reasons: Under the Employment Relations Act 2000 (ERA), employers, employees and unions must deal with each other in good faith. This means that before an employer can dismiss an employee, an employer must give their employee warnings and provision of an opportunity to the employee to answer allegations and improve performance, clear explanations and reasonable notification of the reasons for that employee's dismissal. Further, all employment agreements must set out, in plain language, the procedure for resolving employment relationship problems, which may include a procedure for notification. The minimum requirements for a fair disciplinary process are: i) having regard to the resources available, did the employer sufficiently investigate the allegations against the employee; ii) did the employer raise his or her concerns with the employee before taking action; iii) did the employer give the employee a reasonable opportunity to respond to those concerns; and iv) did the employer genuinely consider the employee's explanation (if any) in relation to the allegations. Redundancy: the principle of good faith also applies specifically to making employees redundant. It requires consultation with employees and unions over matters that affect collective employment interests (such as selection and ways of avoiding dismissal). This means that an employer must give unions and employees explicit, reasonable notice before redundancies are implemented. Employment agreements must contain provisions to prescribe procedures when restructuring occurs due to contracting out or the sale or transfer of the employee's work. The employer's action must be that of a fair and reasonable employer taking all the circumstances of the case into account. (Employment Relations Act 2000 s4(1A), s103A and s120). Case law provides that if the reasons for dismissal were misstated in error at the time of dismissal, the employer can correct them within the 14 day period. Employers need to provide a credible explanation for any correction. When deciding whether a dismissal is justified, the Employment Relations Authority or Employment Court will not consider matters that occur to an employer after the dismissal, or matters which – although known – were not considered at the time. Calculation for EPL indicators for individual dismissals: average of redundancy and personal reasons: 2.75 = (3+2.5)/2 As of a certain number of dismissals (see Item 18): see 19.
2: Delay involved before notice can start	Personal reasons: Notification orally or in writing (as provided for in contract), after previous warning. Redundancy: The principle of good faith requires consultation with employees and unions over matters that affect collective employment interests (such as selection and ways of avoiding dismissal). Calculation for EPL indicators for individual dismissals: average of redundancy and personal reasons Personal reasons 1 day for notice + 6 days for prior warning procedure; 1 day for notice and 5 days for consultation
3: Length of notice period at different tenure durations (a)	All workers: No specific period is required under the ERA, but the duty of good faith, as well as case law, requires that reasonable notice be provided. Usually 1-2 weeks for blue collar and 2+ weeks for white collar workers (Employment Relations Act 2000 s4). An analysis of collective employment agreements (CEA) by a New Zealand university in 2012 indicated that 4 weeks' notice for redundancy is the most common provision in CEAs.
4: Severance pay at different tenure durations (a)	Personal reasons: none. Redundancy cases: no statutory requirements to pay severance pay. However, collective agreements often require severance pay. But only a small percentage of workers are covered by collective agreements. There are some entitlements in the case of redundancy due to outsourcing of part of the production process to a contractor. In such cases, the affected workers have the right to transfer to the new employer (the contractor). If the new employer refuses the transfer of one or more workers, the affected workers are entitled to redundancy entitlement from the new employer including compensation upon agreement of both parties. If they fail to agree, the authority will determine such entitlement (Employment Relations Act 2000 s69N and s69O).

5: Definition of unfair dismissal (b)	Dismissal is justified if there is a good substantive reason to dismiss (where it could be open to a fair and reasonable employer to dismiss an employee in those particular circumstances) and the employer carries out the dismissal fairly and reasonably in those circumstances. However, the legislation recognises that there may be more than one fair and reasonable response or outcome that might be justifiably applied by a fair and reasonable employer in these circumstances. What is a "good substantive reason" for dismissal will depend upon the circumstances of each individual case, but there are three main grounds: misconduct, lack of competence, redundancy. What is 'fair' process of dismissal will also depend upon the circumstances of each individual case. The Authority and the Court have generally placed most emphasis on the fact that an employee must be given reasonable notice of the specific allegation against them, a reasonable opportunity to respond to those allegations. An employer must also give unbiased consideration to an employee's explanation. The test used by the Employment Relations Authority (and the Courts) also sets out the minimum requirements of a fair process (as above), but the Authority must not determine that a dismissal is unjustifiable solely because of defects in the process, if the defects are minor and did not result in the employee being treated unfairly. The test of justification is expanded on in case law. Case law has established that when a redundancy is challenged, the Authority or court must enquire into the employer's business reasoning for the redundancy. Employers need to be able to demonstrate genuine business reasons for restructuring resulting in redundancy. They need to be able to explain the overall business reasoning for a redundancy, why it decided on a particular redundancy or redundancies, and why other alternatives were rejected. The ERA does not require alternatives to dismissal for economic reasons to be considered. However, case law requires employers to consider redeployment first and consult employees about any valid redeployment options. When an employer creates a new role that is not substantively different from an old role, the employee in the current role must be redeployed in the new one. (Employment Relations Act 2000 s4(1A) and s103A).
6: Length of trial period (c)	The maximum length of trial periods is 90 days. Employers and employees can agree on a shorter trial period. Trial periods must be agreed to in writing before the employee starts work and they may only be entered into with new employees (they cannot have worked previously for that employer). An employee who is dismissed before the end of a trial period cannot raise a personal grievance on the grounds of unjustified dismissal. They can raise a personal grievance on other grounds, such as discrimination or harassment or unjustified action by the employer. An employee whose employment agreement contains a trial period is to be treated no differently from an employee whose employment agreement contains no trial provision or contains a trial provision that has ceased to have effect. This means that even if no notice period is stipulated in an individual contract, a fair and reasonable notice period must be given. (Employment Relations Act 2000 s67A, s67B).
7: Compensation following unfair dismissal (d)	Compensation is set on a case-by-case basis. The ERA's provisions on personal grievances provide for some of the following remedies: reinstatement, reimbursement of lost wages; and payment of compensation, including compensation for humiliation, loss of dignity, injury to employee's feelings, and for loss of any benefit (Employment Relations Act 2000 s123-s128). Statistics on the amounts awarded by the Authority for all personal grievance cases (including unfair dismissal) are published on the Ministry of Business, Innovation and Employment's website: https://www.employment.govt.nz/about/employment-law/compensation-and-cost-award-tables/ The median cost awarded in the Employment Relations Authority was about $3750 in the first half of 2019 Calculation (for EPL indicators): Typical compensation at 20 years tenure: backpay of 6 months (assumes case takes 6 months to complete) + median compensation payment of NZ$3750 in the first half of 2019 (equivalent to 4.65 weeks wages based on median weekly wages and salaries earnings taken from 2008 New Zealand Income Survey).
8: Reinstatement option for the employee following unfair dismissal (b)	The Authority may provide for reinstatement as a remedy where practicable and reasonable. 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 (Employment Relations Act 2000 s125) .

9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	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 (Employment Relations Act 2000 s114).
10: Valid cases for use of standard fixed term contracts	The ERA provides that before an employee and an employer agree that the employee's employment will be based on a fixed term, the employer must have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to be fixed term. The ERA also provides that the following reasons are not genuine reasons for agreeing to fixed term employment: to exclude or limit the rights of an employee under the ERA; and to establish the suitability of the employee for permanent employment (Employment Relations Act 2000 s66).
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	There is no limit specified in legislation. However, there is a risk that that the Courts will find a fixed-term agreement does not meet the requirements for a fixed-term agreement if there is continuous renewal of the agreement. This will be decided on the individual circumstances of the case (Employment Relations Act 2000 s66).
12: Maximum cumulated duration of successive standard FTCs	No limit, unless it is shown that the employer does not have genuine reasons based on reasonable grounds (Employment Relations Act 2000 s66).
13: Types of work for which temporary work agency (TWA) employment is legal	General
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	New Zealand does not have any specific provisions on temporary agency workers in its employment relations legislation. No limit specified in the case of assignments. A worker who has an employment relationship with an agency has the same employment rights and obligations as any other type of employee. If an agency employs a worker on a fixed term agreement, then they must have genuine reasons based on reasonable grounds for the fixed term (as per item 10).
15: Maximum cumulated duration of TWA assignments (f)	No limit, unless it is shown that the employer does not have genuine reasons based on reasonable grounds.
16: Does the set-up of a TWA require authorisation or reporting obligations?	No
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	There are no specific provisions on temporary agency workers that require their wages or working conditions to be equal to that of regular workers.
18: Definition of collective dismissal (b)	No definition of collective dismissal.
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: No special regulations for collective dismissal. Good faith applies to redundancy and requires consultation with employees and unions over matters that affect collective employment interests. This covers prior consultation over matters such as how to avoid dismissals. Notification of public authorities: Not required.
20: Additional delays involved in cases of collective dismissal (h)	No special regulations for collective dismissal.
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: No legal requirements apart from procedural fairness and consultation requirements plus additional employment protection for employees where the work they are performing is contracted out, sold, or transferred to another business (see Item 4 and below) Selection criteria: The duty of good faith requires than 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. Severance pay: No special regulations for collective dismissal.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No

24: Pre-termination resolution mechanisms granting unemployment benefits	A claimant who leaves a job voluntarily is not entitled to a benefit for 13 weeks from the date his or her employment ceased. A person subject to a 13 week non-entitlement period can complete certain activities for a continuous period of 6 weeks (or until then end of the 13 week non-entitlement period, whichever is the earlier) in order to get a provisional benefit. Approved activities include full-time employment and participation in an employment skills programme or employment-related training (Social Security Act 2018).

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

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

NORWAY

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Written notice to employee, with statement of reasons upon request (WEA Section 15-4 (3)). The reasons provided may be changed thereafter, but if so, the employer has a strict burden of proof that the new reasons provided were the actual grounds for dismissal (Supreme Court in judgment Rt-1996-1401). Before making a decision regarding dismissal with notice, the employer shall, to the extent that it is practically possible, discuss the matter with the employee and the employee's elected representatives unless the employee himself does not desire this (Working Environment Act, WEA hereafter, Section 15-2). Calculation (for EPL indicators): average of with and without consent of the employee - (3+0)/2=1.5. As of a certain number of dismissals (see Item 18): see item 19.
2: Delay involved before notice can start	The written notice can be handed directly to the employee or sent as a registered letter. The notice period runs from the first day of the month following that in which notice was given. Before making a decision regarding dismissal with notice, the employer shall, to the extent that it is practically possible, discuss the matter with the employee and the employee's elected representatives unless the employee himself does not desire this (WEA Section 15-3 (4)). Calculation (for EPL indicators): 18.5 days = 1 day for notice + 5/2 days for discussion + 15 days on average until start of next month As of a certain number of dismissals (see Item 18): 26 (=1 day for notice + 10 days for discussion + 15 days on average until start of next month, see Item 20)
3: Length of notice period at different tenure durations (a)	All workers: 14d<6m, 1m<5y, 2m<10y, 3m>10y. If an employee is dismissed after at least ten years' employment with the same undertaking, the period of notice shall be at least four months when given after the employee is 50 years of age, at least 5 months after the age of 55 and at least six months after the age of 60 (WEA Section 15-3 (1)-(3)).
4: Severance pay at different tenure durations (a)	None by law, but collective agreements may under certain conditions require additional payment. However, severance pay schemes in collective agreements usually take the form of fee-based insurance schemes, with employers' contributions.
5: Definition of unfair dismissal (b)	Fair: Dismissals for personal and economic reasons (rationalisation measures, etc.) are possible (WEA Section 15-7 to Section 15-10). However, the courts have restricted personal reasons mainly to cases of material breach of the employment contract (disloyalty, persistent absenteeism, etc.).). Regarding dismissal for economic reasons, judges can question whether the dismissal was objectively justified (Supreme Court ruling Rt-2009-685). There are no statutory selection criteria other than that the selection must be objectively justified. Collective agreements and case law show that seniority, qualifications, age and social considerations often will be objectively justifiable criteria. An employee who has been dismissed owing to circumstances relating to the undertaking shall have a preferential right to a new appointment at the same undertaking unless the vacant post is one for which the employee is not qualified. The preferential right shall apply from the date on which notice is given and for one year after expiry of the period of notice (WEA Section 14-2) . If an employee suffers reduced capacity for work as a result of an accident, sickness, fatigue or the like, the employer shall, as far as possible, implement the necessary measures to enable the employee to retain or be given suitable work. The employee shall preferably be given the opportunity to continue his normal work, possibly after special adaptation of the work or working hours, alteration of work equipment, work-oriented measures or the like. If it is appropriate to transfer an employee to other work, the employee and the employees' elected representatives shall be consulted before deciding on the matter. Unless regarded as evidently unnecessary, the employer shall in consultation with the employee prepare a follow-up plan for return to work following an accident, sickness, fatigue or the like (WEA Section 4-6). Unfair: Dismissals for economic reasons are unfair if the employee could have been retained in another capacity (WEA Section 15-7 (2)). 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.
6: Length of trial period (c)	By law up to 6 months trial period (14 days notice required for dismissal during the trial period)(WEA Section 15-6 (3), WEA Section 15-3 (7)).

7: Compensation following unfair dismissal (d)	In the case of unfair dismissal, the employee is entitled to compensation. The amount of compensation is determined by a court and varies depending on the financial loss, circumstances relating to the employer and employee and other facts of the case. Typical compensation of up to 6 months pay (although it can go up to 3 years in rare cases), plus back pay for the duration of the court case (WEA Section 15-12 (2)). Calculation (for EPL indicators): Typical compensation at 20 years tenure (all workers): 12 months.
8: Reinstatement option for the employee following unfair dismissal (b)	Reinstatement orders fairly frequent.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	An employee who wishes to claim that a dismissal with notice or summary dismissal is unlawful, that it is a breach of the provisions of the WEA concerning preferential rights or that an unlawful temporary appointment, hiring or suspension has been made may demand negotiations with the employer. The time limit for requesting negotiations is 2 weeks. By contrast, The time period for claiming an unfair dismissal is eight weeks. If an employee claims compensation only, the time limit shall be six months. In individual cases, the parties may agree upon a longer time limit for initiating legal proceedings. The time limit starts to run from the conclusion of negotiations. If negotiations are not conducted, the time limit runs from the date of summary dismissal or the date notice start running. If the dismissal does not meet the formal requirements according to law, there is no time limit for such claims (WEA Sections 17-3 and 17-4). Calculation: average of normal limit (8 weeks) and limit if only claiming compensation (6 months) minus average notice period (1 month)
10: Valid cases for use of standard fixed term contracts	Fixed-term contracts are valid when warranted by the nature of the work and the work differs from that which is ordinarily performed in the undertaking, for work as a temporary replacement for another person or persons, trainee, participants in labour market schemes under the auspices or in cooperation with the Labour and Welfare Service, athletes, trainers, referees and other leaders within organised sports, chief executives of firms and when necessary as a result of an agreement with a foreign state or international organisation. National unions may enter into collective agreements with an employer or employers' association concerning the right to make temporary appointments within a specific group of workers employed to perform artistic work, research work or work in connection with sport. If a collective agreement is binding for a majority of the employees within a specified group of employees at the firm, the employer may on the same conditions enter into temporary contracts of employment with other employees who are to perform corresponding work. General admission to temporary employment for twelve months, applying to a maximum of 15 per cent of the employees at the undertaking (WEA Section 14-9 WEA Section 14-10).
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	Estimated 1.5 In the case of successive contracts, justification of limitation of contract is subject to court examination. Under the general 12 month FTC-rule, when, on expiry of the agreement period, an employee is not offered continued employment, the employer shall be subject to a quarantine period of twelve months. During this quarantine period, the employer may not make new appointments on this ground. (WEA Section 14-9).
12: Maximum cumulated duration of successive standard FTCs	The provisions concerning termination of employment relationships shall apply to employees who have been employed on fixed-term contracts for more than four consecutive years, with the exemption of trainees, participants in labour market schemes under the auspices or in cooperation with the Labour and Welfare Service, athletes, trainers, referees and other leaders within organised sport. For employees working as temporary replacement for others and employees with contracts under the general 12 month FTC-rule, the term has been reduced to three consecutive years. However, under the general 12 month FTC-rule, when, on expiry of the agreement period, an employee is not offered continued employment, the employer shall be subject to a quarantine period of twelve months. During this quarantine period, the employer may not make new appointments on this ground. (WEA Section 14-9).
13: Types of work for which temporary work agency (TWA) employment is legal	TWA employment is legal under the same conditions as fixed-term contracts, which means when warranted by the nature of the work and the work differs from that which is ordinarily performed in the undertaking, for work as a temporary replacement for another person or persons, for work as a trainee, for participants in labour market schemes under the auspices of or in cooperation with the Labour and Welfare Service, for athletes, trainers, referees and other leaders within organised sport (WEA Section 14-12).
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No limit specified, as long as there is an objective reason. In the case of successive assignments, if the subject is brought to court, justification of repeated use of TWA employment is subject to court examination.

15: Maximum cumulated duration of TWA assignments (f)	The provisions concerning termination of employment relationships shall apply to employees who have been temporarily employed for more than four consecutive years, with the exemption of trainees, participants in labour market schemes under the auspices or in cooperation with the Labour and Welfare Service, athletes, trainers, referees and other leaders within organised sport. Consequently, the maximum duration of assignments of the same worker within the same user firm is 4 consecutive years. The term until the assigned worker is deemed to be employed with the user firm, in which case the general termination of employment rules apply, is reduced to three years for employees hired out to do work as a temporary replacement for another person or persons in the user firm (WEA Section 14-12 (4) WEA Section 14-9 (7)). Contracts between the agency and the worker can be open-ended.
16: Does the set-up of a TWA require authorisation or reporting obligations?	The set up of a TWA requires periodic reporting obligations.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	A regulation ensures equal treatment of regular workers and agency workers at the user firm. According to this, the TWA must ensure that the agency workers are given at least the same wage and working conditions (i.e. working time, holiday and holiday pay, wages, cost coverage) as the regular workers at the user firm (WEA Section 14-12a). The provisions concerning equal treatment may be derogated from in collective agreements if the TWA is bound by collective agreement concluded with trade unions with the right of nomination pursuant to the Labour Disputes Act. The general worker protection provisions must in all cases be respected (Regulations on permission to derogate by collective agreement from the rules on equal treatment when hiring from a temporary work agency Section 1).
18: Definition of collective dismissal (b)	10+ employees within a month (WEA Section 15-2).
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Duty to inform and consult with trade union/employee representatives. Notification of public authorities: Notification of Labour and Welfare Administration. (WEA Section 15-2).
20: Additional delays involved in cases of collective dismissal (h)	30 days waiting period after the notification of the employment service. This period runs concurrently with the notice periods issued to the employees (Sec. 15-2(5) Working Environment Act). Good faith consultations with trade union/employee representatives preceding individual notice (evaluated at least 2 days). Calculation: 1 day for notice + 10 days for discussion + 15 days on average until start of next month – 18. indicated in item 2.
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on alternatives to redundancy and selection standards. Selection criteria: Accepted customary practice is by seniority, but recent case law gives more weight to business needs. Severance pay: No legal requirements.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	When the employee has resigned without reasonable cause, there is a 12 weeks waiting period compared to dismissals without fault to obtain access to unemployment benefits. If this occurs twice or more within the last 12 months, the waiting time is 6 months (National Insurance Act Section 4-10). There is no termination via mutual consent, except for chief executives (WEA Section 15-16).

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

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

d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for Versions 1 to 3 of the OECD EPL indicators (cf. Item 1).
h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.

POLAND

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Notification to representative trade union (establishment's trade union body, which represents the worker) of intention to terminate, including reasons for dismissal. If the employee is not protected by the union, the employer does not have to consult with the union about the dismissal. Written notice is usually given to the employee personally. In the case the employee takes the case to the labour court, the court may require evidence of a notification procedure to trade union (Art. 30 paragraph 4 , Article 38, Article 177 of the Labour Code). As of a certain number of dismissals (see Item 18): see item 19.
2: Delay involved before notice can start	The employer must establish whether the employee is represented by trade union. If yes , the employer must consult with the trade union, giving the union 5 days to respond. If the employee is not protected by the union, the employer does not have to consult with the union about the dismissal. Written notice is usually given to the employee personally (Article 30, Article 38 of the Labour Code). Calculation (for EPL indicators): Union members: 13 = 1 day to send enquiry + 5 days for response + 1 day to notify union + 5 days for consultations + 1 day for notice Non-union members: 7 = 1 day to send enquiry + 5 days for response + 1 day for notice On average: 10 days As of a certain number of dismissals (see Item 18): 20 days (see Item 20)
3: Length of notice period at different tenure durations (a)	All workers on open-ended contracts: 2w<6m, 1m>6m, 3m>3y. 2w for school leavers in first job. The notice period covering one or more weeks or months ends on a Saturday or on the last day of the month, respectively (Article 36 of the Labour Code). Calculation (for EPL indicators): 9 months tenure: 1.5 month, 4 years tenure: 3.5 months, 20 years tenure: 3.5 months.
4: Severance pay at different tenure durations (a)	Usually none, but 1 month in case of termination due to disability or retirement. Moreover severance pay is paid by employers employing at least 20 employees when the employment contract is terminated in collective redundancies or in individual cases, due to reasons not attributable to employees, if these reasons solely justify termination (by notice or mutual agreement). Severance pay totalling: i) a one-month pay provided that the employee has been employed with a given employer for less than two years, ii) a two-month pay if the employee has been employed with a given employer for 2-8 years, iii) a three-month pay if the employee has been employed with a given employer for more than 8 years, (Article 92 of the Labour Code, Article 8 of the Act on specific terms and conditions for terminating employment relationships with employees for reasons not related to the employees). Calculation for EPL indicators for individual dismissals: average of personal reasons and redundancy: 9 months: 0.5 months; 4 years: 1 month; 20 years: 1.5 months

5: Definition of unfair dismissal (b)	Termination with period of notice (Article 45, Articles 52 -53, Article 56 of the Labour Code). The employee may apply to court if the termination of an open-ended contract of employment is: - found unjustified or - contrary to the provisions on the termination of contracts of employment (for example: lack of notice in writing, lack of notification to representative trade union). Fair/Justified: Court practice. Dismissals based on factors inherent in the employee (e.g. lack of competence, insufficient performance at work) or on economic grounds of redundancy of the job. A medical contraindication to perform at least one duty belonging to the scope of activities at the workplace justifies the termination of the employment contract (Supreme Court ruling I PKN 469/99). The Supreme Court judgments (I PKN 401/97, I PKN 20/97) insist that courts should question the legitimacy of dismissal motives only if these reasons are real and whether the criteria for selecting employees for dismissals are not arbitrary and discriminatory. It cannot examine the advisability of organizational changes and cast doubt on the employer's actions (Supreme Court ruling I PK 111/18). In the event of re-employment of employees in the same professional group, the employer should employ the employee with whom he terminated the employment under the group dismissal, if the dismissed employee declares his intention to take up employment with that employer within one year from the date of termination of employment (Article 9 of the Act on specific terms and conditions for terminating employment relationships with employees for reasons not related to the employees). Selection criteria are mandatory. The employer has the right to set criteria for the selection of employees for dismissal, which will enable the selection of employees with the qualities desired by the employer and at the same time be the same for all persons subject to assessment, legible, transparent, fair and objective (Supreme Court ruling II PK 258/11). Social considerations play subsidiary role, they are applied after operational criteria. Dismissal without notice. Justified only in cases provided by the law. Employee's fault: - an employee commits serious violation of his/her basic duties; - an employee commits an offence that makes his/her further employment impossible; - an employee loses by his/her own fault the qualifications required by law to perform a particular job. Unfair Dismissal which cannot be attributed to the employee's fault or the justified reasons mentioned above as well as dismissal due to absence from work due to illness or other excused reasons for a long period stated in this provision. The employer should re-employ the dismissed employee within 15 months from the date of termination of employment under a collective dismissal (Article 9 of the Act on specific terms and conditions for terminating employment relationships with employees for reasons not related to the employees).
6: Length of trial period (c)	All workers: There is a special type of contract: a fixed-term contract for a trial period of no more than three months, which may precede any other contract (see items 10, 11 and 12).
7: Compensation following unfair dismissal (d)	Compensation of up to 3 months depending on amount of salary earned in another job by the time of court decision (Article 45, Article 47 of the Labour Code). Calculation (for EPL indicators): Typical compensation at 20 years tenure (all workers): 3 months.
8: Reinstatement option for the employee following unfair dismissal (b)	Reinstatement is possible (dismissal with notice as well as without notice), but not often made available by the court (Article 45 of the Labour Code).
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	An appeal against a notice of termination of a contract of employment shall be filed with the labour court within 21 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 21 days after the delivery date of the letter terminating the contract of employment without notice, or after the expiry of the contract of employment (Article 264 of the Labour Code).
10: Valid cases for use of standard fixed term contracts	No restrictions on standard fixed-term contracts (Art. 25 of the Labour code).

11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	3 successive fixed-term contracts allowed, plus 1 contract for a trial period (Art. 25 of the Labour code). It is possible to re-sign an employment contract for a trial period with the same employee: 1) if the employee is to be employed for the purpose of performing another type of work; 2) after a lapse of at least 3 years from the date of termination or expiry of the previous employment contract if the employee is to be employed for the purpose of performing the same type of work; in this case it is permissible to re-assign an employment contract for a trial period. Calculation (for EPL indicators): 4 (without restrictions)
12: Maximum cumulated duration of successive standard FTCs	36 months = 33 months + 3 months for a contract for a trial period (Art. 25 of the Labour code).
13: Types of work for which temporary work agency (TWA) employment is legal	Only allowed for: 1. seasonal tasks, periodic tasks or ad hoc tasks; 2. tasks whose timely performance by the user company's permanent staff would be impossible; 3. tasks normally falling within the duties of a temporarily absent employee of the user company. (Art. 2 point 3 of Act on the employment of temporary agency workers).
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No
15: Maximum cumulated duration of TWA assignments (f)	Over a period of thirty-six successive months, the total period of temporary work performed by the temporary worker for a single user employer may not exceed 18 months. If the temporary worker performs temporary work for a given user employer in a continuous manner and his work includes tasks that fall within the duties of an absent worker of the user employer, the period of temporary work may not exceed thirty-six months. After the period of temporary work referred to in the second paragraph above, performed for a given user employer, the temporary worker may be posted to the same user employer to perform temporary work not earlier than after thirty-six months. There are no limits for contracts between the worker and the agency provided that the worker changes user employer once maximum assignment length is reached. Calculation (for EPL indicators): 27 months = (18+36)/2 (Art. 20 of Act on the employment of temporary agency workers).
16: Does the set-up of a TWA require authorisation or reporting obligations?	The set up of TWA in Poland requires special administrative authorisation and entails periodic reporting obligations.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	A temporary employee during the period of performing work for a user firm cannot be treated less favourably with regard to working conditions and other terms of employment than employees employed by the user firm at the same or similar work station (remuneration included)(Art. 15 of Act on the employment of temporary agency workers).
18: Definition of collective dismissal (b)	10 workers in firms with 20-99 employees. 10% in firms <300 employees. 30 workers in firms with 300 or more workers (Article 1 of the Act on specific terms and conditions for terminating employment relationships with employees for reasons not related to the employees).
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Duty to inform competent trade unions. Notification of public authorities: Notification of local employment office. (Article 4 of the Act on specific terms and conditions for terminating employment relationships with employees for reasons not related to the employees). Agreement to be reached with trade unions on alternatives to redundancy and ways to mitigate the effects. The parties should hold consultations in good faith, namely, with the intention of reaching an agreement. If consent as to the content of the agreement cannot be reached, the employer must prepare regulations defining the procedure for mass layoffs with special regard to agreements agreed with the company trade unions in the course of the negotiations.
20: Additional delays involved in cases of collective dismissal (h)	Information to trade union 20 days before implementation and notification to PES before start of notice period (Article 3 of the Act on specific terms and conditions for terminating employment relationships with employees for reasons not related to the employees). Calculation (for EPL indicators): 20 days - 10 days for individual dismissals

21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Agreement to be reached with trade unions on alternatives to redundancy and ways to mitigate the effects. The parties should hold consultations in good faith, namely, with the intention of reaching an agreement. If consent as to the content of the agreement cannot be reached, the employer must prepare regulations defining the procedure for mass layoffs with special regard to agreements agreed with the company trade unions in the course of the negotiations. The agreement or employer's layoff program should cover at least: reasons for the intended collective layoff, the number of the employees employed and occupational groups to which these employees belong, the occupational groups to which the employees to be laid off belong, the period in which the employees will be laid off, proposed criteria of selecting the employees to be laid off under the collective layoff program, the sequence of laying the employees off, proposed resolution of employee issues related to the intended collective layoff, and if these issues include pecuniary benefits, the employer shall additionally present the methods for determining their amounts (Article 2 of the Act on specific terms and conditions for terminating employment relationships with employees for reasons not related to the employees). Selection criteria: Law lays down union participation, but no specific selection criteria for dismissal. Severance pay: no additional requirement
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	Yes
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	If within a period of 6 months preceding registration, the unemployed terminated the employment contract with notice or on a basis of agreement with the employer, the unemployed cannot obtain benefits for 90 days.

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

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

PORTUGAL

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Dismissal due to extinction of work position: The employer notifies the grounds for dismissal, in writing, to: (i) the workers committee or, in its absence, the inter-union committee or union committee, (ii) the worker involved and, (iii) if the worker is a union representative, his/her union association, [paragraph 1 of article 369 of the Labour Code (CT hereafter)]. During the ten days following the notification, those entities (including the employee affected) can issue a grounded opinion stating their reasons to oppose the dismissal as well as alternatives to mitigate the effects of the dismissal. Any worker involved, committee representing these workers or union association may, within the three business days following the employer's notification, request to the competent inspection service of the ministry responsible for the labour area, to check the established requirements for dismissal, informing simultaneously the employer of this fact (paragraph 2 of article 370 of the CT). Dismissal due to unsuitability: A training and adaptation period or a previous warning must precede the beginning of the procedure of dismissal for unsuitability. The employer notifies the grounds for dismissal, in writing, to the worker and, if the worker is a union representative, the union association (paragraph 1 of article 376 of the CT). If the worker is not a union representative, three business days after having received the notification, the employer must send the same notification to the union association that the worker has indicated for that effect or, if the worker does not indicate any union, to the workers committee or, if it does not exist, the inter-union committee or union committee (paragraph 2 of article 376 of the CT). Within 10 days of the preceding notification, the worker may gather the documents and request the relevant probative steps, according to Paragraphs 3 and 4 of article 356 of the CT, with the necessary adjustments (paragraph 1 of article 377 of the CT). After the considered probative steps, the facts not contained in the employee's notification or response may not be invoked. As of a certain number of dismissals (see Item 18): see item 19.

2: Delay involved before notice can start	Dismissal due to extinction of work position: Procedure: During the 10 days following the notification referred to in the previous item, the organisation representing the worker, the worker involved and, if the worker is a union representative, the respective union association, may issue a statement. These same entities may request to the competent inspection service of the ministry responsible for the labour area to check the requirements for the dismissal, no later than three business days after the notification. This service prepares and sends to the employer and/or to the entity that requested its intervention the response to the inquiry on the matter subject to verification, within the period of seven days after receipt of the request (paragraphs 1, 2 and 3 of article 370 of the CT). Decision: After five days counted from the end of the period referred to above, the employer may proceed with the dismissal (paragraph 1 of article 371 of the CT). Dismissal due to unsuitability: Procedure: A training and adaptation period or a previous warning must precede the beginning of the procedure of dismissal for unsuitability (see item 5). During the 10 days following the notification referred to in the previous item, the worker may attach documents and request the needed investigative evidences (paragraph 1 of article 377 of the CT). If the worker requested to investigate evidences, the employer should inform the worker, the committee representing the worker and, if the worker is a union representative, the respective union association, of the result of this investigation (paragraph 2 of article 377 of the CT). After these notifications, the worker and the committee representing the worker may, within the period of 10 business days, send to the employer their substantiated opinion, namely on the motives justifying the dismissal (paragraph 3 of article 377 of the CT). Decision: After the receipt of the opinions referred to in the previous paragraph or the end of the period prescribed for this, the employer has 30 days to proceed with the dismissal, otherwise it will expire (paragraph 1 of article 378 of the CT). Calculation (for EPL indicators): average of extinction of work position (16 days = 1 day for letter + 10 days for first notification and reactions + 5 days for employer to make decision) and unsuitability (24.5 days = 6 days for training and post-training adaptation or previous warning + 1 day for letter + 10 days for first notification plus 5/2 days for investigation plus 10/2 days for reaction to result of investigation). The last two items are divided by 2 to account for the possibility that investigation is not requested. As of a certain number of dismissals (see Item 18): 16 days (= 1 day for letter + 15 days for negotiation)
3: Length of notice period at different tenure durations (a)	Dismissal due to extinction of work position and dismissal due to unsuitability: The employer notifies the decision of the dismissal in advance at least by (paragraph 3 of article 371 and paragraph 2 of article 378, both of the CT): - 15 days, in the case of workers with job tenure of less than one year; - 30 days, in the case of workers with tenure equal to or above one year and less than five years; - 60 days, in the case of workers with tenure equal to or above five years and less than ten years; - 75 days, in the case of workers with tenure equal to or above ten years.
4: Severance pay at different tenure durations (a)	The worker is entitled to severance payments corresponding to 12 days of base wage and tenure-based increments for every year of tenure (Paragraph 1 of article 366) subject to the limits referred in paragraph 2 of article 366. Whenever the employer fails, total or partly, to pay the full amount of compensation due for termination of employment, the worker may activate the compensation fund, intended to partially pay (up to 50%) the compensation due for termination of employment of its employees (paragraph 2 of article 33 of Law 70/2013, of 30 of august). Calculation (for EPL indicators), assuming half of severance payment is covered by the compensation fund: 9 months tenure: 0.30 months (=12*(9/12)*(1/30)) => 0.15 months of wage, taking into account the compensation fund 4 years tenure: 1.60 months (=12*4/30) => 0.80 months of wage 20 years tenure: 8.00 months (=12*20/30) => 4.0 months of wage

5: Definition of unfair dismissal (b)	Dismissal due to extinction of work position (art.368 CT): Dismissal due to extinction of work position can only take place if the subsistence of the work relation is, in practice, impossible and there are no fixed term contracts at the company with tasks similar to those of the extinct job. In assessing the regularity and lawfulness of the dismissal for extinction of the work position, the Court must review the veracity of the grounds for dismissal and determine whether it is reasonable to conclude that such grounds are adequate to justify the decision to reduce staff. If there is in the section or equivalent structure a plurality of jobs of identical functional content, in order to determine the job to be extinguished, the employer's decision shall observe, by reference to the respective holders, the following order of relevant and non-discriminatory criteria. : a) Worst performance evaluation, with parameters previously known by the worker; b) Lower academic and professional qualifications; c) Greater burden for maintaining the employee's employment relationship with the company; d) Less experience in the position; e) Lower job tenure in the company (paragraph 2 of article 368 of the CT).. Any worker who, in the three months prior to the beginning of the dismissal procedure, has been transferred to a job which is then suppressed, is entitled to be reallocated to the previous job, if it still exists, with the same base wage. It is considered that the subsistence of the work relation is, in practice, impossible when the employer does not have another job compatible with the professional category of the worker (paragraph 4 of article 368 of the CT, Case Law 1950/14.2TTLSB.L1, 6 April 2017, from Supreme Court of Justice,). Dismissal due to unsuitability: (art. 375 CT): Dismissal due to unsuitability can occur if one of the following occurs: 1) continued reduction of productivity or of quality, repeated breakdowns in the resources allocated to the job and risks to the safety and health of the worker, other workers or third parties; or 2) the worker is allocated to a technically complex or management position and does not meet the objectives that were previously agreed in writing. Unsuitability under 1) can take place in two circumstances: i) in the previous six months, modifications of the job requirements occurred, vocational training suitable to the modifications of the job has been provided and after the training, the worker has been provided with a period of adaptation of at least 30 days; or ii) the following conditions are met, cumulatively: a) substantial modification of the output produced by the worker, determined by the poor performance of his/her duties which is predicted to be definitive; b) the employer informs the worker, attaching documents where the previously provided work is stated, demonstrating this way the substantial modification in the work provided (on which the worker may issue a statement in writing on the referred elements within a period of no less than five business days); c) after the worker statement or after the end of the period prescribed for that, the employer gives the worker, in writing, suitable orders and instructions relative to the execution of his/her tasks, with the purpose of correcting it; and d) suitable vocational training has been provided and after the training, the worker has been provided with a period of adaptation of at least 30 days. Dismissal due to unsuitability could occur if there is no other job in the company available and compatible with the professional category of the worker (article 375 (1) (d) of the CT. The procedure under ii) applies also to unsuitability under 2. Discriminatory dismissal is always unfair.
6: Length of trial period (c)	The trial period, for an open ended employment contract, is of the following duration (paragraph 1 of article 112 of the CT): - 180 days for workers who hold positions of technical complexity, high level of responsibility or which presuppose special qualification, as well as those who perform trustworthy duties; - 240 days for workers who hold directorship or senior management positions; - 90 days for other workers The duration of the trial period may be reduced by a collective agreement or by a written agreement between the parties (paragraph 5 of article 112 of the CT). Calculation (for EPL indicators): average of qualified and other workers: 4.5 months

7: Compensation following unfair dismissal (d)	Dismissal declared unfair (art. 389 CT): The employer is condemned to indemnify the worker for all the (material and moral) damages caused. In the case of mere irregularity of the procedure for dismissals, due to omission of required investigative measures required in the case of misconduct, and if the justifying motives claimed for the dismissal are declared founded, the worker is merely entitled to indemnity corresponding to half the value that would result from the application of what established as regards indemnity instead of reinstatement at the worker's request (paragraph 2 of article 389 of the CT). Indemnity instead of reinstatement (art. 391 and 392 CT): If the worker chooses an indemnity, instead of reinstatement, the court determines the amount, between 15 and 45 days of base wage and tenure-based increments for every year or year fraction of tenure, depending on the value of the wage and degree of unfairness. The indemnity cannot be less than three months of base wage and tenure based increments. In the case of micro-enterprises or workers holding management or directorship positions, the employer may request the court to refuse reinstatement, with the worker being entitled to indemnity, determined by the court, between 30 and 60 days of base wage and tenure-based increments for every year or year fraction of tenure, which cannot be less than the value corresponding to six months of base wage and tenure based increments. Calculation (for EPL indicators): 20 months
8: Reinstatement option for the employee following unfair dismissal (b)	Dismissal declared unfair: - The employer is condemned to reinstate the worker in the same department of the company, keeping the previous category and tenure of the worker [subparagraph b) of paragraph 1 of article 389of the CT]. - The worker may choose an indemnity, instead of reinstatement (article 391 of the CT), and the employer, in the case of a micro-enterprise or if the worker holds directorship or management positions, may request the court to avoid ordering reinstatement, based on facts and circumstances that would make the worker's return severely harmful and disturbing to the company's operation (article 392 of the CT). In the case of mere irregularity on procedure for dismissals, due to omission of required investigative measures required both for misconduct and unsuitability, and if the justifying motives claimed for the dismissal are declared founded, the worker is merely entitled to indemnity at a reduced rate. Calculation: average of unsuitability (2) and redundancy (3)
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	The worker may choose to object to the dismissal, presenting a judicial claim through submission of an application, to the competent court, within the period of 60 days, which starts when the dismissal notification is received or , if later, from the date of termination of the contract,, except in the case of collective dismissal, which must be filed within the period of six months from the date when the contract ends (paragraphs 1 and 2 of article 387 and paragraph 2 of article 388, both of the CT). Calculation (for EPL indicators): 2 month As of a certain number of dismissals (see Item 18):12 months (Case Law 16514/18.3T8SNT.L1-4, from the Lisbon Appeal Court, 29 May 2019)

10: Valid cases for use of standard fixed term contracts	Admissibility of fixed term contracts: Fixed term contracts can only be used to meet a temporary need of the company and for the period strictly necessary to meet this need (paragraph 1 of article 140 of the CT). The following are considered as temporary needs of the company (paragraph 2 of article 140 of the CT): - Direct or indirect replacement of a worker who is absent or, for any motive, is temporarily unable to perform his/her duties [subparagraph a)]; - Direct or indirect replacement of a worker to whom an action of assessment of unfair dismissal is pendent in court [subparagraph b)]; - Direct or indirect replacement of a worker in a situation of unpaid leave [subparagraph c)]; - Replacement of a full-time worker who now works on a part-time basis for a defined period [subparagraph d)]; - Seasonal or other activity which annual production cycle shows irregularities arising from the structural nature of the respective market, including the supply of raw materials [subparagraph e)]; - Exceptional increase of the company's workload [subparagraph f)]; - Execution of occasional tasks or a certain service that is precisely defined and not long-lasting [subparagraph g)]; - Execution of a defined and temporary work, project or other activity, including the execution, direction or supervision of work in the area of civil construction, public works, industrial assembly and repair, under contract or direct administration, as well as the respective projects or other complementary activity involving control and monitoring [subparagraph h)]. A fixed term contract may also be signed for (paragraph 4 of article 140 of the CT): - The launch of a new activity of an undefined duration, as well as the start-up of a company or establishment belonging to a company with less than 750 workers; - Contracting of workers in search of their first job, in a situation of long-term unemployment or other situation established in special employment policy legislation.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	Renewal of fixed term contracts: A fixed term contracts may be renewed up to three times (paragraph 1 of article 148 of the CT), which means that the maximum number of successive fixed term contracts is 4 (initial contract plus the three permitted renewals).
12: Maximum cumulated duration of successive standard FTCs	Duration of fixed term contracts: A fixed term contract may be renewed up to three times and their duration cannot exceed (paragraph 1 of article 148 CT): - 18 months, when involving a person in search of a first job; - Two years, in the other cases established in paragraph 4 of article 140 (referred to in item 10); - Three years, in all other cases. - Six years in cases of uncertain duration Calculation: average of cases established in paragraph 4 of article 140 and other cases (((18+24)/2)+((36+72)/2))/2= 37.5 months
13: Types of work for which temporary work agency (TWA) employment is legal	A contract for the use of temporary work (article 175 of the CT) can only be signed in the situations referred to in subparagraphs a) to g) of paragraph 2 of article 140 (Item 10) and also in the following cases: - Job vacancy during a recruitment process for its filling; - Intermittent labour need, determined by fluctuation of the activity during days or parts of the day, provided that the use does not exceed, on a weekly basis, half the normal work hours typically undergone at the user; - Intermittent need to provide direct family support, of social nature, during days or parts of the day; - Implementation of a temporary project, namely company or establishment installation or restructuring, industrial assembly or repair.
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	Renewal of contracts and assignments: They can be renewed for as long as the justifying motive is maintained (article 178, 179 and 182 of the CT).

15: Maximum cumulated duration of TWA assignments (f)	Maximum duration of temporary employment contracts between the agency and the worker: A temporary employment contract cannot exceed the duration of the contract for the use of temporary work (paragraph 1 of article 182). A temporary fixed term contract, including renewals, cannot exceed two years, or six or 12 months, in the case of a job vacancy when arising from a process of recruitment for its filling or exceptional increase of the company's activity, respectively (paragraph 3 of article 182 of the CT). The calculation of the above limit shall include the duration of a FTC or a TWA contract for the same workstation, as well as a service agreement for identical tasks, between the worker and the same employer or companies that are in a group or in a controlling relationship with the employer or have common organizational structures (paragraph 5 of article 148, referred to by paragraph 5, article 182 of the Labour Code). Contracts between the agency and the worker can, however, be open-ended (articles 183 and 184 of the CT). Maximum duration of contracts for the use of temporary work (assignments): A contract for the use of temporary work, including renewals, can neither exceed the duration of the justifying cause nor the limit of two years, or six or 12 months in the case of a job vacancy when a process of recruitment for its filling is already underway or exceptional increase of the company's activity, respectively (paragraph 2 of article 178 of the CT).
16: Does the set-up of a TWA require authorisation or reporting obligations?	The activity of temporary assignment of workers for occupation by users is subject to a license. Its granting depends on the observance of the following cumulative requirements: suitability; appropriate organisational structure; regular situation with respect to to the tax administration and social security; legal designation of single or collective legal person under the designation «temporary work» and setting aside a financial guarantee (paragraph 1 of article 5 of Decree-Law paragraph 260/2009, of 25 September). Bi-annual reporting to PES about workers employed in the previous semester (paragraph 2 of article 9 of Decree-Law number 260/2009, of 25 September).
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Working conditions of temporary workers: During the assignment, the worker is subject to the regime applicable to the user with respect to place, working time and suspension of the employment contract, occupational safety and health and access to social facilities (paragraph 2 of article 185 of the CT). The worker is entitled: - To the minimum wage defined in the collective agreement applicable to the temporary work agency or to the user, or to the same work, according to which is more favourable (paragraph 5 of article 185 of the CT); - In proportion to the duration of the respective contract, to holidays, holiday and Christmas allowances, as well as other regular and period benefits to which the user's workers are entitled for the same work (paragraph 6 of article 185 of the CT).
18: Definition of collective dismissal (b)	As of a certain number of dismissals (see Item 18): I: Collective dismissal is considered the termination of employment contracts promoted by the employer in the period of three months, covering at least two workers, in micro-enterprise or a small company, and five workers in case of a medium-sized or large company, whenever the dismissal occur due to the closure of one or various divisions or equivalent structure or to the reduction of the number of workers as result of market, structural or technological motives (paragraph 1 of article 359 of the CT). Conditions on fixed-term contracts and on workers recently transferred to redundant positions – required for individual redundancies (see Item 5) – do not apply for collective redundancies.

19: Additional notification requirements in cases of collective dismissal (g)	Collective dismissal follows a specific legal procedure, which, in general, has three stages: (1) communication of intention to proceed to collective dismissal (article 360 of the CT); (2) formal discussion with information and negotiation meetings (article 361 of the CT); (3) notification of the final dismissal decision to each employee (article 363 of the CT). Notifications in the case of collective dismissal: An employer intending to proceed with a collective dismissal notifies this intention, in writing, to the workers committee or, in its absence, to the inter-union committee or to the union committee of the company representing the workers who will be involved (paragraph 1 of article 360 of the CT). In the absence of the entities referred to above, the employer notifies the intention of proceeding with the dismissal, in writing, to each worker potentially involved, who may appoint, amongst them, within the period of five business days counting from the receipt of the notification, a representative committee (paragraph 3 of article 360 of the CT). The employer, on a date prior to the referred notification, must send a copy of the notification to the ministerial department responsible for the labour area entrusted with the monitoring and fostering of collective contracting (paragraph 5 of article 360 of the CT).
20: Additional delays involved in cases of collective dismissal (h)	Information and negotiation with the structure representing the workers: During the five days after the date of notification of the dismissal intention, the employer promotes a period of information and negotiation, with the organisation or committee representing the workers, with a view of reaching an agreement on the dimension and effects of the measures to be applied, in addition to other measures to reduce the number of workers to be dismissed (paragraph 1 of article 361 of the CT). Decision: Once the agreement has been signed, or in its absence, after 15 days have passed since the date of notification of the dismissal intention, the employer notifies in writing each concerned worker involved, observing ordinary notice periods (paragraph 1 of article 363 of the CT). Calculation: 1 day for letter + 15 days for negotiation minus delays reported in item 2 for economic reasons
21: Other special costs to employers in case of collective dismissals (i)	No additional requirements
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	In general, the employee is only eligible to receive unemployment benefits if unemployed for reasons beyond his control (involuntary unemployment). Some terminations via mutual consent are deemed to be considered as involuntarily unemployment, such as: - as part of a process towards the reduction of costs, either because of the company's restructuring, viability or recovery, or because the company is in a difficult economic situation, regardless of its size. - based on reasons that allow the use of collective dismissal or the termination of employment due to the extinction of the work position, taking into account the size of the company and the number of employees covered, within the following quantitative limits, in each three-year period: (a) In enterprises employing up to 250 employees, termination of employment contract up to and including up to three employees or up to 25% of staff (b) In enterprises employing more than 250 employees, termination of employment contracts up to and including 62 employees, or up to 20% of the establishment plan, with a maximum limit of 80 employees shall be considered. - that aim to enhance the qualifications and technical capacity of enterprises and not to reduce employment (Practical Guide - Unemployment Allowance, 18 march 2019, published by ISS). Value for EPL indicators for individual dismissals: average of economic (Yes) and personal (No) reasons

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

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

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

SLOVAK REPUBLIC

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Notice must be given in writing and include the reason for dismissal (Section 62 of the labour code). § 61(2) explicitly prohibits amendments of the reason stated. Obligatory consultation with trade unions (§ 74). Obligatory warning if an employee does not satisfactorily fulfil the work tasks (§ 63 (4) d). As of a certain number of dismissals (see Item 18): see item 19.
2: Delay involved before notice can start	Personal reasons (e.g. continual minor breaches of work discipline or unsatisfactory work results) – If the employee does not satisfactorily fulfil the work tasks, notice can be given if the employer has, in the preceding six months challenged him in writing to rectify the insufficiencies, and the employee failed to do so within a reasonable period of time. For less serious breaches of labour discipline, the employee may be given a notice if, with respect to breach of labour discipline, he/she has been cautioned in writing within the previous six months as to the possibility of notice. Redundancy/economic/organisational reasons – Standard notification procedure, no additional delay. Calculation (for EPL indicators): 9 days = 6/2 days for required warning procedure + 5 days for consultation with trade unions + 1 day for notice As of a certain number of dismissals (see Item 18): 40 days (= 10 days for negotiations plus 30 days for informing the Labour Office, see Item 20)
3: Length of notice period at different tenure durations (a)	Termination for organizational reasons (Section 63 (1a) or (1b), Labour Code): at least 1m<1y; at least 2m<5y; at least 3m≥5y (cf. Section 62, labour Code). Termination for health or personal reasons (Section 63 (1c), (1d) or (1e), Labour Code): 1m<1y; 2m≥1y (cf. Section 62, labour Code). The period of employment relationship for the purpose of notice of termination shall include repeated fixed term employment relationships concluded with the same employer if they followed each other without break. Calculation for EPL indicators for individual dismissals: average of personal reasons and organizational reasons.
4: Severance pay at different tenure durations (a)	If the employment is terminated by the employer by a notice for organisational or health reasons, and if the employee worked for the employer: A) At least 2 years but less than 5 years, he is entitled to one month severance pay B) At least 5 years but less than 10 years, he is entitled to two month severance pay C) At least 10 years but less than 20 years, he is entitled to three month severance pay D) At least 20 years, he is entitled to four month severance pay. No severance pay in the case of dismissal for personal reasons A specific situation (10 times of average wage) – apply in the cases of occupational injuries and other cases.
5: Definition of unfair dismissal (b)	An employer may only give notice for the reasons specified in the Labour Code (e.g. personal reasons: continual minor breaches of work discipline or unsatisfactory work results - redundancy/economic/organisational reasons). An employer cannot give notice for other reasons, such as, racial, discrimination, etc. In the event of redundancy, the employer should propose an alternative position (if, possible) (§ 63 (2)), and the judges can test whether there was a real need for dismissal.
6: Length of trial period (c)	Section 45 (1) of the Labour Code provides that a probationary period may be agreed in an employment contract for a maximum of three months, except in the case of an executive employee who reports directly to the statutory body or a member of the statutory body, where the maximum shall be six months. A probationary period may not be prolonged.

7: Compensation following unfair dismissal (d)	Section 79 (1) of the Labour Code provides that the employee shall be entitled to such compensation in the amount of average earnings from the day he/she announced to the employer that he/she insists on keeping employment, to such time for which the employer enables him/her to keep working, or until a court rules on termination of the employment relationship. Section 79 (2) of Labour code provides that, if the overall time for which an employee should be paid wage compensation is greater than twelve months, the court may, based on the request of the employer, decide to lower the wage compensation, provided it is greater than twelve months, or even decide that the worker will not get wage compensation above the twelve months compensation. The employee may be entitled to a wage compensation amounting up to 36 months.
8: Reinstatement option for the employee following unfair dismissal (b)	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.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	The invalidity of unfair dismissal (by notice, summary dismissal, termination during a probationary period or by agreement) may be claimed at a court by the employee no later than 2 months from the effective date of dismissal.
10: Valid cases for use of standard fixed term contracts	A fixed term employment contract may be agreed without specifying an objective reason. However, extensions or renewals of a fixed term employment is allowed for objective reason only (e.g. maternity leave of another employee, sudden increase of work) and has to be specified in the employment contract.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	Fixed-term employment may only be agreed for a maximum of 2 years. Fixed-term employment may only be extended or renewed twice within the 2-year period. Another extension or renewal of fixed-term employment may only be agreed for material or objective reasons.
12: Maximum cumulated duration of successive standard FTCs	The cumulated duration of successive fixed-term contracts may reach a maximum of 36 months. This shall not apply if fixed-term contracts are concluded for material or objective reasons.
13: Types of work for which temporary work agency (TWA) employment is legal	Section 58a (1) states that "The employer may agree on temporary assignment with the using employer only where there are objective operational reasons for such assignment" (cf. Act No. 348/2007).
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No for assignments. Same restrictions as for fixed-term contracts if the contract between the agency and the worker is fixed-term. The temporary assignation of an employee to the same user employer may be extended or renegotiated within 24 months for a maximum of four times; this shall also apply to the temporary assignment of an employee by another employer or other temporary work agency to the same user employer.
15: Maximum cumulated duration of TWA assignments (f)	The temporary assignation may be agreed at most to 24 months.
16: Does the set-up of a TWA require authorisation or reporting obligations?	Requires administrative authorisation. The TWA is also required to submit annual reports of activities to the Centre of Labour, Social Affairs and Family.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Working conditions, including wage conditions and employment conditions for TWA workers must be at least as favourable as those of comparable workers at the user firm. Cf. Section 58 (5) of the Labour Code
18: Definition of collective dismissal (b)	Section 73 (1) of Labour Code provides that collective redundancy shall occur if an employer or a part of an employer terminates within 30 days the employment relationship by notice for the reasons stipulated in § 63 paragraph (1) letter (a) and (b), or by another method or reason unrelated to personal characteristics of the employees, of a) at least ten employees of an employer who employs more than 20 and less than 100 employees, b) at least 10% of total up expenses of employees of an employer who employs at least 100 and less than 300 employees, c) at least 30 employees of an employer who employs at least than 300 employees.

19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representative: The employer shall be obliged to provide the competent trade union body with all necessary information and to inform such body in writing, in particular as to: the reasons for collective redundancies; the number and structure of employees to be subject to termination of employment; the overall number and structure of employees employed by the employer; the period over which collective redundancies shall be effectuated; the criteria for the selection of employees to be subject to termination of employment. Notification of public authorities: At the same time, the employer also delivers a copy of the written information to the National Labour Office. With the view of achieving an agreement, an employer is obliged, at the latest one month before the commencement of collective redundancies, to discuss measures allowing the prevention or limitation of the collective redundancies with a relevant trade union body or, if there is no trade union operating in the firm, any other employees' representative.
20: Additional delays involved in cases of collective dismissal (h)	With the view of achieving an agreement, an employer is obliged, at the latest one month before the commencement of collective redundancies (§ 73), to discuss measures allowing the prevention or limitation of the collective redundancies with a relevant trade union body or, if there is no trade union operating in the firm, any other employees' representative. The employer may give notice to employees at the earliest upon expiry of one month from the day of delivery of written information on the outcome of the negotiation with trade unions or employees' representatives to the Labour Office. The Office of Labour, Social Affairs and Family may make a reasonable reduction of this period. Calculation (for EPL indicators): 10 days for negotiations plus 30 days for informing the Labour Office minus delays reported in item 2 for redundancy.
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation with the relevant trade union body on alternatives to redundancy and measures to mitigate the adverse consequences of collective redundancies on employees. The competent trade union body may submit comments related to the collective redundancies to the Labour Office. Severance pay: No special regulations for collective dismissal.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	Yes
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	Access to unemployment benefits is the same in cases of resignation, dismissal as well as in the case of termination by mutual consent. There is no sanction or restrictions for the right of unemployment benefit in case of voluntary termination of the employment relationship at the initiative of the employee nor in the case of termination by mutual consent.

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

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

SLOVENIA

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Notice must be served in writing (Art. 87, Employment Relationship Act, ERA-1 hereafter), and should include the reason for dismissal (Article 87/2).The actual reasons can be specified after the notification of dismissal to the worker (Supreme Court decision VSRS Sodba in Sklep VIII Ips 150/2016). Prior to dismissal for reasons of incapacity, the employer must allow the worker to provide his/her own defence within a reasonable deadline, which must not be shorter than three working days (Art. 85 ERA-1), except where circumstances exist so that it would be unjustified to expect the employer to provide this opportunity to the worker. In cases where worker is a member of the trade union: If the worker so requests, the employer must notify in writing the union to which the worker belongs at the beginning of the procedure of dismissal for reasons of incapacity or for business reasons. The union may give its opinion within a deadline of six days. The employer is entitled to terminate the employment contract, even if (the works council or trade union or workers' representative) expresses a negative opinion on the fairness of the dismissal (Art. 86, ERA-1). As of a certain number of dismissals (see Item 18): see item 19.
2: Delay involved before notice can start	Reasons of incapacity - defence within a deadline of up to three working days. In cases where the worker is a member of the trade union: on the expressed request of the worker, notification of the union. Business reasons - prior notice to the worker of the intended cancellation. In cases where worker is a member of the trade union: on the expressed request of the worker notification of the union. Calculation (for EPL indicators): average of incapacity and personal reasons and of non-union and union workers: 1 day for notification + (5/2) days for defence and invitation to defence = 3.5 days. As of a certain number of dismissals (see Item 18): 55 days (=10 days for negotiation with unions plus 45(=(30+60)/2) days on average for notification to the Employment Service, see Item 20)
3: Length of notice period at different tenure durations (a)	Business reasons: 15 days for less than 1 year of tenure, 30 days for one year or more but less than 2 years of tenure; then mandatory notice periods increase of 2 days per year of tenure with a maximum of 60 days. 80 days for workers with more than 25 years of tenure (for the latter category, a collective agreements can stipulate otherwise, but no less than 60 days) Reasons of incapacity: 15 days for less than 1 year of tenure, 30 days for one year or more but less than 3 years of tenure. Then mandatory notice periods increase of 2 days per year of tenure with a maximum of 60 days. A collective agreement can stipulate 80 days for workers with more than 25 years of tenure. Shorter notice periods are allowed for small employers (10 employees or less) by collective agreement. Calculation for EPL indicators for individual dismissals: average of the two situations: 9 months: 15 days; 4 years: 34 days; 20 years: 60 days.
4: Severance pay at different tenure durations (a)	The basis for calculating severance pay is the average monthly wage received by the worker or which the worker would have received if he had worked, in the last three months prior to dismissal. Workers are entitled to severance pay in the amount of: 1/5 months for each year of work if employed for more than 1 year but less than 10 years; 1/4 months for each year of work if employed from 10 to 20 years; 1/3 months for each year of work if employed more than 20 years. The amount of severance pay may not exceed 10 months pay (art. 108, ERA-1). In the case of forced settlement the worker and employer may agree in writing on the manner of payment, its form or a reduction of the level of severance pay if, owing to the payment of severance pay, the existence of a large number of jobs at the employer would be threatened. Calculation (for EPL indicators): 9 months: 0; 4 years: 0.8 months; 20 years: 6.7 months

5: Definition of unfair dismissal (b)	Fair: Termination is legitimate if there exists a justified reason for termination which prevents continued work under the conditions from the employment contract. Decisions focusing on the economic performance of the business are within the autonomous sphere of decisions by the employer. The court cannot judge the necessity or expediency of changes in the way of business and organization of work; since these decisions are the responsibility of the employer (Supreme Court decisions VSRS VIII Ips 205/2014, VSRS VIII Ips 168/2015, VSRS VIII Ips 91/2015). Faire personal reasons for dismissal include (Article 89 of ERA-1): - failure to achieve the expected work results, because the employee does not perform the work on time, professionally and qualitatively, does not fulfil the conditions for performing the work determined by the laws and other regulations issued by the law, which makes the employee not fulfil or unable to fulfil contractual or other obligations from work relationships - inability to perform work under the conditions of the employment contract for disability in accordance with the regulations governing pension and disability insurance, or the regulations governing employment rehabilitation and employment of persons with disabilities Unfair: Termination is not valid if it is discriminatory or made owing to a threat or deception by the employer. Unjustified reasons for regular termination are deemed to be: temporary absence from work owing to incapacity for work through illness or injury or to care for family members, or absence from work owing to parental leave; filing a suit or participating in proceedings against the employer owing to the assertion of a violation of contractual and other obligations from employment before arbitration, court or administrative authorities; participation in union activities outside working hours; participation in union activities during working hours in agreement with the employer; participation of the worker in a strike organised in accordance with the law; running as a candidate for the office of worker representative and the current or past service in such office; change of employer; race, nationality or ethnic origin, skin colour, gender, age, disability, marital status, family obligations, pregnancy, religious and political beliefs, national or social background; concluding a contract on voluntary military service, a contract on performing military service in the Slovenian Armed Forces reserve, a contract on serving in the Civil Protection and voluntary participation of citizens in protection and relief work in accordance with the law. As of a certain number of dismissals (see Item 18): An employer who cancels the employment of a large number of workers for business reasons is bound: (i) to formulate a programme of worker redundancy that must be financially validated (Article 101 of the ERA-1); (ii) to deal with and take into account possible proposals from the Employment Service on possible measures to prevent or limit the termination of employment of workers and measures to mitigate the damaging consequences of terminating employment (Article 103 of the ERA-1).
6: Length of trial period (c)	Probation can last a maximum of six months. It can be extended in the event of temporary absence from work. Unsuccessful completion of probation is a reason for dismissal with a short notice period of 7 days (Articles 125 and 94 of ERA-1).
7: Compensation following unfair dismissal (d)	If there is no reinstatement, the court may grant the worker rights from tenure and other rights from the employment relationship and appropriate monetary compensation up to a maximum amount of 18 months of average wages paid in the last three months prior to dismissal. Ordinary severance payments are not paid on top of this compensation.
8: Reinstatement option for the employee following unfair dismissal (b)	If the court determines that the employer's termination is not legitimate, but the worker does not wish to continue employment, it may, on the proposal of either the worker or the employer: determine the duration of the employment; grant tenure-related and other rights from the employment relationship; and award appropriate monetary compensation. If the court determines that the continuation of the employment is no longer possible, it may still adopt the same decision, irrespective of the worker's or the employer's proposal (Art. 118, ERA-1).
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	The worker may request a determination of the illegitimacy of dismissal within a deadline of 30 days from the day of being served notice of termination. Since the average notice period is 30 days after the dismissal notification, the deadline for claiming unfair dismissal falls, on average, within the period before the dismissal takes effect.

10: Valid cases for use of standard fixed term contracts	Employment contracts may be concluded for fixed terms where this involves cases provided by: the ERA; another act or firm-level collective agreement; a sector-level collective agreement for small employers. The list of conditions in Art. 52 Employment Relationship Act – ERA – is as follows: i) work which by its nature is of limited duration, ii) replacing a temporarily absent worker, ii) temporarily increased volume of work, iii) employment of a foreigner or person without citizenship who was granted work permit for a definite period, except in case of a personal work permit, iv) managerial staff and those executive workers who manage a business field or organisational unit at the employer and are authorised to conclude legal transactions or to make independent personnel and organisational decisions, v) seasonal work, vi) a worker who concludes a fixed-term employment contract for the reason of preparation for work, vocational training or advanced study for work and/or education, vii) employment for a definite period of time due to working during the qualifying period for obtaining a certificate issued by the competent body in the procedure of recognition of qualifications pursuant to a special law, viii) performance of public works and/or inclusion in the measures of active employment policy pursuant to the law, xi) preparation or realization of work organised as a project, x) work required during the period of introduction of new programs, new technology and other technical and technological improvements of the working process or for training workers, xi) elected and appointed officials and/or other workers related to the term of office of a body or official in local communities, political parties, trade unions, chambers, associations and their federations, and xii) other cases laid down by law and/or branch collective agreement.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limit, within 2-year time limit for fixed term contracts.
12: Maximum cumulated duration of successive standard FTCs	Employers may not conclude one or more successive fixed-term employment contracts for the same job for which the uninterrupted duration would be longer than two years (even if different workers are involved in the successive contracts). Exceptions: individual cases set out in the law (such as project work, substitution, management workers).
13: Types of work for which temporary work agency (TWA) employment is legal	Generally allowed, except for: substitution of striking workers; where the user has laid off large numbers of workers in the previous 12 months; in cases involving hazardous work that is performed for shorter durations; and where determined through a sector-level collective agreement, but only if these agreements ensure greater security of workers or are dictated by the requirements of workers' safety and health. TWA employment cannot exceed 25% of employment at the user firm, except if a collective agreement establishes otherwise (Art. 59, ERA-1).
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No restrictions.
15: Maximum cumulated duration of TWA assignments (f)	No limit if the contract between the agency and the worker is open-ended. Otherwise same rules as for FTCs.
16: Does the set-up of a TWA require authorisation or reporting obligations?	Agencies must be entered into the register of agencies. Agencies must upon a specific request from the Ministry also provide a report on their work and on any changes regarding the compliance with staff, organisational, spatial and other requirements that may affect the pursuit of their activity (Article 27 of Labour Market Regulation Act). Calculation (for EPL indicators): average of with a without request of report
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	During the performance of TWA work, the user and worker must take into account the provisions of the Employment Relationships Act, collective agreements binding on the user, and general acts of the user regarding those rights and obligations that are directly linked to performing work. In the employment contract, the employer and worker determine that the level of pay and compensation will depend on the actual performance of work at the user firm, taking into account collective agreements and general acts binding on the user firm.
18: Definition of collective dismissal (b)	Collective termination of employment of a large number of workers occurs when the employer determines that for business reasons within 30 days there will no longer be the need for work: of at least 10 workers at an employer employing 20-99 workers; of at least 10% of workers at an employer employing 100-299 workers; of at least 30 workers at an employer employing 300 or more workers.
19: Additional notification requirements in cases of collective dismissal (g)	Obligation to inform and consult with the union and to notify the Employment Service (Article 99 of the ERA-1).

20: Additional delays involved in cases of collective dismissal (h)	The employer may terminate the employment contracts of redundant workers in accordance with the programme of redundancies, but not prior to the expiry of the 30-day deadline from the fulfilment of the obligation to notify the Employment Service. The notification to the employment service must include a report on the performed consultation with the union (Art. 98 ERA). The employer is bound to deal with and take into account possible proposals from the Employment Service on measures to prevent or limit the termination of employment of workers and measures to mitigate the damaging consequences of terminating employment. On the express request of the Employment Service, the employer may not terminate the employment contracts of workers prior to the expiry of a 60-day deadline from fulfilment of the obligation to notify the Employment Service. Calculation (for EPL indicators): 10 days for negotiation with unions plus 45(=(30+60)/2) days for notification to the Employment Service minus delay reported in Item 2.
21: Other special costs to employers in case of collective dismissals (i)	An employer who cancels the employment of a large number of workers for business reasons is bound: (i) to formulate a programme of worker redundancy that must be financially validated; (ii) to deal with and take into account possible proposals from the Employment Service on possible measures to prevent or limit the termination of employment of workers and measures to mitigate the damaging consequences of terminating employment.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	Resignation does not grant access to unemployment benefits. However, Labour Market Regulation Act allows for the following exceptions: -if the employment contract is terminated due to the person's spouse/partner to change permanent address and employment which is 1,5 hour away from the applicant's permanent address; -if the person resigns from reasons that the employment contract conditions deriving from Employment Relations Act have worsened due to change of employer; -if it relates to a parent that previously terminated employment to take care of four and more children and whose right to coverage of social security contributions based on parental care legislation expired. Termination via mutual consent does not grant eligibility to unemployment benefits.

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

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

SPAIN

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	A written notice with statement of reasons for dismissal to be supplied to the employee ("Dismissal letter") plus notification to workers' representatives in the case of dismissal based on technical, organizational, economic or production-related grounds (art. 52c and 53c, Statute of Workers' Rights, SWR hereafter). In the case of objective dismissal (related to personal grounds or economic redundancy, but without fault) at the time the letter is sent, a compensation pay for dismissal is placed at the disposal of the worker. Other formal requirements for dismissal can be set out by collective agreements provisions. Information on sanctions imposed based on severe breach is provided to the representatives of workers. As of a certain number of dismissals (see Item 18): see item 19.
2: Delay involved before notice can start	Letter sent by mail or handed directly to employee. As of a certain number of dismissals (see Item 18): see Item 20.
3: Length of notice period at different tenure durations (a)	Workers dismissed for "objective" reasons: 15d.
4: Severance pay at different tenure durations (a)	Workers dismissed for "objective" reasons: 2/3 of a month's pay per year of service up to a maximum of 12 months. Severance pay on grounds of expiring or end-date concerning fixed-term contracts: specific task or service and temporary contracts. This compensation is provided for by Article 49.1c SWR. Severance pay is calculated on 12 days of salary per year of service (instead of 8 days before 2010) except for training contracts and interim contracts thus suppressing the reference to insertion contract as far as this section is concerned. The Thirteen Transitional Provision of Statute of Workers' Rights, introduced by Law 35/2010, stipulates a gradual schedule for the increases in severance pay on grounds of expiration of fixed-term contracts (from 8 to 12 days). As for permanent contracts drawn up by firms of less than 25 employees, where contracts are extinguished on grounds of objective reasons – also regarding a certain number of dismissals - the Wage Guarantee Fund (FOGASA) pays part of the compensation due to worker – equivalent to 8 days pay per year of service, with the periods of up to 1 year prorated by months- the WGF is not responsible for any compensation if the extinct decision is declared unfair and so the employer must pay in such cases full severance pay. The amount to be received by the employee is the same applicable to firms with more than 25 employees.
5: Definition of unfair dismissal (b)	Fair: Dismissal based on objective grounds (Art. 53.4c) RDL 2/2015, Statute of Workers (hereafter ET)), including economic grounds, absenteeism, unfitness for the job (emerged after hiring), lack of adaptation to technological changes made in the enterprise after, if appropriate, a training course (Article 52b) of the ET), and lack of funding of public plans or programmes developed by the public administration or non-profit organisations. In case of dismissal for economic reasons, the judge competence is to check the occurrence of the legal cause ("economic and technical causes"), as defined in art. 51-52, not to judge the appropriateness or opportunity of the operational measures or the management practices. Nevertheless, they can take into consideration some general principles like the good faith requirement or the interdiction of abuse of law. Case law suggests that judges consider that they have a right to judge, not the optimality, but the proportionality of the measure (Tribunal Supremo, STS 599/2014). 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.). As of a certain number of dismissals (see Item 18): Firms carrying out a certain number of dismissals affecting more than 50 workers should offer to these employees concerned an external replacement plan through the authorized employment agencies. This plan, designed for a minimum period of 6 months should include training actions and professional counselling measures, personalized assistance to the employee concerned as well as an active job-seeking support. In any case, the abovementioned is not applicable to those firms that are subject to a bankruptcy procedure. The cost of carrying out this plan will not fall on workers, in any case.

6: Length of trial period (c)	The length of trial period shall be that which is established by collective agreements. If there is no provision on this matter, this period cannot be longer than six months for qualified technicians or two months for the rest of workers (3 months in firms with less than 25 workers).
7: Compensation following unfair dismissal (d)	The level for severance pay concerning unfair dismissal is calculated as 33 days pay per year of service with an upper limit of 24 months pay. This is fully applicable to contracts signed as from the entry into force of the Royal Decree Law 3/2012, that is 12 February 2012. As for contracts started before this date and being extinguished after it, severance pay for unfair dismissal is calculated as 45 of salary per year of service prior to 12 February 2012 33 days of salary per year of service after that date. Nevertheless, the total amount cannot be higher than 720 days of salary unless the calculation of the compensation for the previous period prior to the entry into force of the RDL 3/2012 (12nd February 2012) resulted in a higher number of days, in which case it will be applied the latter as a maximum severance pay without this amount being higher than 42 months pay, in any case. No interim wages for the duration of the judicial procedure when the employer opts for the severance pay. These interim wages remain only if the employer accepts reinstatement as an option after a dismissal is declared unfair or as a consequence of the dismissal being declared null, except for legal representatives of workers and union delegates who can choose between reinstatement and severance pay and in both cases are entitled to receive interim wages. Calculation (for EPL indicators): 22-month compensation minus severance pay as reported in item 4 (12 months).
8: Reinstatement option for the employee following unfair dismissal (b)	In the case where the dismissal has been declared unfair, the employer has a choice between reinstatement and compensation, except where the dismissed employee is a legal representative of the workers or a union delegate, in which case the employee can choose between reinstatement and compensation. As regards null dismissal, reinstatement is immediate, according to Law. In addition, it implies paying the employee for the remainder of non-paid wages.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	The worker can file a claim against dismissal within 20 working days following the day at which the dismissal took effect. Calculation (for EPL indicators): 20 working days = approx. one calendar month
10: Valid cases for use of standard fixed term contracts	In addition to objective or "causal" reasons (for specific work, due to accumulation of tasks, replacement, temporary change in market conditions, etc.), FTCs may be stipulated for the following purposes: training contracts (professionalising contracts and contracts for training purposes); to hire workers with disabilities; and to cover the part of the working day left uncovered by an employee close to retirement with another worker who has concluded a temporary contract with the firm, or with an unemployed worker.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	Temporary increase in workload: the contract can be extended or renewed only once, within the maximum duration. Specific task or service contracts: no limit specified, within the maximum duration. Training contracts: may be extended for six months up to two years, or three years by collective agreement, and up to four years for workers with disabilities. Professionalising contract (contrato de trabajo en prácticas): no limit specified within maximum duration.
12: Maximum cumulated duration of successive standard FTCs	Specific task or service contract: 3 years allowing for a 12 months possible extension. Temporary increase in workload: 6 months within a period of 12 months or, as a maximum, 12 months within a period of 18 months. Training and apprenticeship contract: Since 12nd February 2012, 1 year minimum duration and 3 years maximum duration. No restriction on duration for a worker with disability. Professionalising contract (contrato de trabajo en prácticas): 6 months minimum duration and 2 years maximum duration. Replacement contract for workers near retirement: time left until the replaced worker reaches the age of 65, i.e. up to a maximum of 48 or 52 months, according to the age of the worker who retires. Calculation: average of increase in workload (12), specific task or service (48), training (36) and professionalising (24) contracts.

13: Types of work for which temporary work agency (TWA) employment is legal	Same conditions of use as for fixed-term contracts. Additional restrictions imposed by collective agreements exist in the construction and steel industries. Since April 1, 2011 new restrictions cannot be set by collective agreements unless there are justified reasons based on general interest regarding the safety of TWA workers, on guaranteeing labour market functioning as well as to avoid possible abuse. Since 2013, same conditions and use as for contracts for training and learning, and traineeship contracts (Law 11/2013, of July 2, Royal Decree-Law 16/2013).
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	General rules applicable to temporary contracts and fixed-term employment contracts. No limitation for renewals of contracts between the agency and the worker.
15: Maximum cumulated duration of TWA assignments (f)	Limits are the same as for fixed-term contracts (Article 15 SWR) However, it should be taken into account the prohibition rule on serial contracts (article 15.5 SWR): "without prejudice to what is provided for by section 1.a), 2 and 3 of this Article workers who –within a period of 30 months- had been hired during a period longer than 24 months, with or without continuity, for the same or different occupation within the same firm or group of companies and have been hired directly either on two or more fixed-term contracts or being placed at disposal by temporary work agencies with the same or different type of fixed-term contract will acquire the condition of permanent workers" Contracts between the agency and the worker can be open-ended. Calculation (for EPL indicators): average of specific task or service (48 months) and other reasons (24 months)
16: Does the set-up of a TWA require authorisation or reporting obligations?	TWAs need administrative authorisation to carry out their activities. The administrative authorization is unique, will be effective throughout the national territory and is granted without a duration limit (art. 2 of Law 14/1994 modified by Law 18/2014). TWAs have monthly reporting requirements and are required to provide user firms and employee representatives with information when there is a new contract or transfer of contract.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Workers hired so as to be placed at disposal of user-firms will be entitled to the essential working/employment conditions applicable had they been hired directly by the user-firm for the same job and during the time of provision of service. Essential working/employment conditions include the following (as regards remuneration): all fixed and variable components on the wage linked to the job to be performed as set out by the collective agreement applied to the user-firm. In any case it should include the proportional part corresponding to weekly days off, extra payments, public holidays and annual leave.
18: Definition of collective dismissal (b)	Within 90 days, 10+ workers in firms <100 employees; 10%+ in firms 100-299 employees; 30+ workers in firms 300+ employees.
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Duty to inform and consult with Works Council or trade union delegation. Notification of public authorities: Notification of labour authority. The consultation should deal with, at least, the possibilities of avoiding or reducing collective dismissal while mitigating its effects by means of other accompanying social measures such as replacement measures or training and re-training actions for improving employability. The notification on the opening of a consultation period will be made by a written statement to representatives of workers whose content should include: -specification of causes -number and job classification of workers affected -number and job classification of workers employed during the last year. -time period to proceed with dismissals. -selection criteria regarding the workers affected by the measure. In addition, an explanatory report concerning the reasons for collective dismissal and issues related to them. In general terms, the written notification will be accompanied by all needed information so as to justify the reasons for collective dismissal.

20: Additional delays involved in cases of collective dismissal (h)	Period of required consultation with the representatives of workers of 30 days (15 days in enterprises of less than 50 workers). There is also the possibility that the labour authority contest the arrangements achieved during the consultation period if considered to be concluded unlawfully, deceit, by coercion or abuse or where the benefit management institution reports irregularities. And the Labour and Social Security Inspectorate can intervene in the proceeding issuing a report on the issues raised in the employer's notification initiating the procedure, as well as concerning the unemployment benefits management institution. Once the period of consultation has ended, the employer must notify, on individual basis, the decision of dismissal to workers concerned. Calculation (for EPL indicators): Average between firms with 35, 150 and 350 employees
21: Other special costs to employers in case of collective dismissals (i)	The consultation with representatives must be aimed at, at least, avoiding or reducing collective dismissal while mitigating its effects by means of accompanying social measures such as replacement measures, or training and occupational retraining for improving employability. Design for accompanying social measures: Firms carrying out a collective dismissal affecting more than 50 workers should offer to these employees concerned an external replacement plan through the authorized employment agencies. This plan, designed for a minimum period of 6 months should include training actions and professional counselling measures, personalized assistance to the employee concerned as well as an active job-seeking support. In any case, the abovementioned is not applicable to those firms that are subject to a bankruptcy procedure. The cost of carrying out this plan will not fall on workers, in any case. The non-compliance with this obligation as regards accompanying social measures taken on by the employer could result in a legal claim for its compliance by the workers. Calculation (for EPL indicators): average between firms with 350, 150 (average of large and small size of dismissal (1+0)/2=0.5) and 35 employees (0).
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No As of a certain number of dismissals (see Item 18): The labour authority is informed of the cases of collective dismissals, and can challenge the agreement if it considers the existence of fraud, malicious intent, coercion or abuse of law. The Labour Authority can request the annulment of the agreement. Notwithstanding the foregoing, the employer can notify the workers individually of the dismissals, following the requirements in article 53.1 in the Statute of Workers' Rights, and these dismissals are executive. The above mentioned annulment does not stop the effects of the individual dismissals, but it initiates a legal process (demanda de oficio) that can result in a judgment declaring the agreement void, forcing the employer to reinstate the workers in their jobs and to pay the lost wages.
24: Pre-termination resolution mechanisms granting unemployment benefits	The worker's resignation (in general) does not grant unemployment benefits. However, there are some exceptions: · A female worker who is forced to leave her job (temporarily or permanently) because she is a victim of gender-based violence. · Voluntary resignation of the worker in cases of transfer, substantial modification of working conditions that harm the worker (hours, shifts, salary and/or functions), non-payment and other serious breaches of contract by the employer. Termination by mutual consent does not grant eligibility to unemployment benefits.

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

Notes:
a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.

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

SWEDEN

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Personal grounds (circumstances related to the employee personally) Termination (uppsägning): Written notification to the employee personally (section 8 and 10 Employment Protection Act, EPA hereafter). The employer shall if requested state the reasons for termination in writing (section 9 EPA). If the employee is a member of a union the employer shall at the same time inform the local union the employee belongs to. The employee and the trade union are entitled to consultations if requested (Section 30 EPA). Dismissal (avsked): Written notification to the employee personally (section 19 and 20 EPA). The employee and the trade union are entitled to consultations if requested (section 30 EPA). The employer shall if requested state the reasons for the termination in writing (section 19 EPA). Redundancy (circumstances not related to the employee personally) Written notification to the employee personally (section 8 and 10 EPA). The employer is obligated to initiate negotiations with the trade union with collective agreement before making the final decision to terminate a contract of employment due to redundancy (section 29 EPA and section 11 Co-determination act) The employer shall provide the trade union with detailed information (section 15 Co-determination act). If a dispute arises concerning the validity of a notice of termination, the employment shall not terminate as a consequence of the notice prior to the final adjudication of the dispute. Nor may the employee be suspended from work as a consequence of the circumstances that caused the notice to be given, in the absence of special reasons for such. The employee shall be entitled to pay and other benefits under Sections 12 - 14 for the duration of the employment. Pending final adjudication of the dispute, a court may rule that employment will terminate at the expiration of the period of notice, or at a later time determined by the court, or that a current suspension shall be discontinued (section 34 EPA). As of a certain number of dismissals (see Item 18): see item 19.
2: Delay involved before notice can start	Personal grounds (circumstances related to the employee personally, except gross misconduct) Notification of the termination must be given at least 14 days before the notice is meant to start. The employee and the trade union are entitled to consultations if requested. If consultations are requested the employer may not execute the termination before the consultations are finished (section 30 EPA). Gross misconduct Summary dismissal (see Item 5): Notification of the termination must be given at least seven days before the notice is meant to start. The employee and the trade union are entitled to consultations if requested. If consultations are requested the employer may not execute the dismissal before the consultations are finished (section 30 EPA). Redundancy (circumstances not related to the employee personally) Redundancy: The employer is obligated to initiate negotiations with the relevant trade union before notice can be served. And notification cannot be served before negotiations are finished (Section 29 EPA and section 11 Co-determination act). Notice of termination shall be deemed effective when received by the employee. Where the employee cannot be reached and notice of termination has been dispatched by letter, notice of termination shall be deemed effective 10 days after the letter was submitted to the post office for delivery (section 10 EPA). Note: It is in both cases difficult to exactly estimate the time used for negotiations. Estimated at 7 days on average. Calculation (for EPL indicators): average of terminations on personal grounds ((1+10)/2 for letter + 7/2 days for consultation if requested + 14 days waiting period=23) and redundancy (1+10)/2+7 days for negotiation = 12.5 days) As of a certain number of dismissals (see Item 18): 45.5 days (=10 days consultation + (1+10)/2 notification + 4 months mean waiting period – 3 months mean notice (item 3), see Item 20)

3: Length of notice period at different tenure durations (a)	Termination According to section 11 EPA. 1m<2y; 2m<4y; 3m<6y; 4m<8y; 5m<10y; 6m>10y. Deviation is possible by collective agreement. Major private sector collective agreements for white collars grant about 12 months of notice period for workers aged 55 or more Dismissal due to gross misconduct: No notice period.
4: Severance pay at different tenure durations (a)	No legal entitlement, but often included in collective agreements, although in the form of fee-based insurance schemes, with employers' contributions payable as a percentage of payroll.
5: Definition of unfair dismissal (b)	Termination of contract of employment: A termination is unfair if it lacks "objective reasons". The objective reasons are either circumstances related to the employee personally ("personal reasons") or shortage of work (redundancy) (section 7 EPA). The personal reasons may include lack of competence, misconduct, co-operation problems, harassment, refusal to work, criminal offences etc. Sickness or reduced working capacity due to old age is not considered as an objective reason unless there is a "permanent reduction, which is so considerable that the employee can no more be expected to perform work of any significance for the employer." In the case of lesser capability because of (e.g.) age, disease, etc., the employer has to try to adjust the workplace, rehabilitate the employee or transfer the employee to other suitable work. The termination based on circumstances related to the employee personally may not be based solely on circumstances that were known to the employer more than two months before. Redundancy as an objective reason includes restructuring etc. The employer decides on which workforce is needed and does not have to prove that the dismissal was essential, or other operational needs. Employees shall have rights of priority for re-employment in the business in which they were previously employed. The right to priority, however, shall be contingent upon the employee having been employed by the employer for a total of more than twelve months during the last three years, provided the employee is sufficiently qualified for the new employment. The right to priority shall apply from time of the notice of termination, and thereafter until nine months from the date that the employment ceased (section 25 EPA). The employer should select the employees to be dismissed based on tenure ("Last-in-First-out" rule) (section 22 EPA), but most sectoral collective agreements provide exemptions to this rule. A termination of a contract of employment is also unfair if it is reasonable to require that the employee provides other work for the employer (section 7 (2) EPA). Summary dismissal: The employer is entitled to dismiss the employee if he has grossly neglected his or her obligations against the employer. If not, the dismissal is unfair. Dismissal may not be based solely on circumstances that were known to the employer more than two months before (Section 18 EPA).
6: Length of trial period (c)	A probationary period up to six months is allowed (section 6) und which the employer and the employee may terminate the contract without providing any specific reasons. After six months the probationary employment contract is transformed into a regular contract of indefinite duration (section 6 EPA). The employer shall notify the employee and, if applicable, the relevant trade union two weeks in advance if he/she wishes to terminate the contract prior to six months (section 31 EPA).
7: Compensation following unfair dismissal (d)	An employee who is victim of an unfair dismissal/termination is entitled to economic and punitive damages (section 38) EPA. The economic damages shall cover economic losses suffered by the employee (normally wage losses), and cannot exceed the amount mentioned in the next paragraph. The punitive damages are a form of sanction for the breach of the employment protection act. There is a lack of reliable statistics on the average amount of punitive damages awarded to the employees for an unfair dismissal or termination. The amount awarded to the employee is dependent on the factual circumstances of the individual case. If the employer after a court procedure refuses comply with a court order that termination or dismissal is invalid the employer shall pay damages to the employee: 16 months' pay for less than five years of employment; 24 months' pay for at least five years but less than ten years of employment; 32 months' pay for ten or more years of employment (Sec 39 EPA).
8: Reinstatement option for the employee following unfair dismissal (b)	The employee may apply for an invalidation of a termination /dismissal. If the court grants such an application, the employee may be reinstated (sections 34 and 35 EPA). An employee wishing to make an application for invalidation needs to notify the employer within two weeks or, under specific circumstances, one month after the employment contract was terminated (section 40 EPA). If the employer refuses to comply with a court order that termination or dismissal is invalid the employer shall pay damages to the employee: 16 months' pay for less than five years of employment; 24 months' pay for at least five years but less than ten years of employment; 32 months' pay for ten or more years of employment.

9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	2 weeks if the employee wants to have the dismissal ruled invalid. If only damages are claimed, the time limit is 4 months (Sections 40 and 41, EPA). Calculation (for EPL indicators): 4 months
10: Valid cases for use of standard fixed term contracts	FTC permitted in the following cases (section 5, EPA) (1) for general fixed-term employment (ALVA) (2) for temporary replacement of absent employees;(vikariat) (3) seasonal work; (säsongsanställning) (4) personnel above 67 years of age. (efter pension) (5) probationary employment contract (maximum six months) (provanställning). In addition, it is possible to have other rules on FTC in collective agreements. If an employee during a period of five years has been employed with the employer on either a general fixed term contract for in aggregate more than two years, or as a substitute for in aggregate more than two years, the employment is transformed into indefinite-term employment. A probationary contract is transformed into a regular contract of employment after a period of six months.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limit
12: Maximum cumulated duration of successive standard FTCs	If an employee during a period of five years has been employed with the employer on either a general fixed term contract for in aggregate more than two years, or as a substitute for in aggregate more than two years, the employment is transformed into indefinite-term employment. It is possible combine different forms of FTCs, mentioned in item 10, and there is at the moment no fixed maximum limit to time period for the duration of successive FTCs of different type / for different reason. However an abusive use of FTC may be considered as not compatible with the Employment Protection Act.
13: Types of work for which temporary work agency (TWA) employment is legal	TWA employment is generally allowed in all sectors of the labor market. The user undertaking has an obligation to consult the relevant trade unions before the use of a TWA employment. The trade union with collective agreement has the opportunity to veto the use of TWA employment if there is a threat that laws and collective agreements may be violated. (section 38-39 Co-determination act).
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No for assignments Yes for contracts, as stipulated by collective agreements
15: Maximum cumulated duration of TWA assignments (f)	No limit for assignments No specific rules for TWA contracts. Contracts are often open-ended. If an agency worker is employed with an FTC, the same rules as mentioned above are applied. The collective agreement for blue-collar workers limits duration of fixed-term contracts between the agency and the worker to 12 months.
16: Does the set-up of a TWA require authorisation or reporting obligations?	There is a voluntary authorisation system which is administered by the social partners. Sweden's peculiar institutional and market-specific setting makes authorisation a nearly indispensable feature of TWA operations. The voluntary authorisation process involves both authorisation and periodic reporting to the authorisation board.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	The law on Agency Work implements the European Directive 2008/104/ on temporary agency work and is applicable to workers with a contract of employment or employment relationship with a temporary-work agency who are assigned to user undertakings to work temporarily under their supervision and direction. The law states, for instance, that the basic working and employment conditions of temporary agency workers shall be, for the duration of their assignment at a user undertaking, at least those that would apply if they had been recruited directly by that undertaking to occupy the same job. The norms that the comparison shall have reference to are conditions that are general and binding, such as norms in collective agreements. Exception from the principle of equal treatment can be made through collective agreements as long as the basic protection in the EU directive on temporary work is respected. Exception from the principle of equal treatment when it comes to salary can also be made for temporary agency workers who have an open ended work contract and who receive pay between the assignments.

18: Definition of collective dismissal (b)	There is no specific definition of collective dismissals. It is one type of termination of employment contracts due to "shortage of work" (redundancy/arbetsbrist). There are however specific obligations that apply for the simultaneous dismissal of 5 workers or dismissal of twenty workers within 90 days (Act on Certain Employment Promoting Measures – Lag om vissa anställningsfrämjande åtgärder – SFS 1974:13 – Art. 1). Regardless of the number employees made redundant there is an obligation to inform and consult trade unions for firms covered by collective agreements (11-15 §§ Co-determination act).
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Duty to inform and consult with competent trade union. Notification of public authorities: Notification of Employment Agency. As for individual dismissals, if a dispute arises concerning the validity of a notice of termination, the employment shall not terminate as a consequence of the notice prior to the final adjudication of the dispute or an interim ruling by the court (section 34 EPA).
20: Additional delays involved in cases of collective dismissal (h)	Waiting periods after notification of Employment service are from 2 months (when 5-24 workers involved) to 6 months (when 100+ workers involved). These periods run concurrently with the notice periods issued to the employees. In addition, an employer who cannot foresee the need for a reduction of business, and therefore cannot leave notice at least 2, 4 or 6 months ahead, must notify the Employment Service as soon as possible, but at least one month before the reduction occurs. Calculation (for EPL indicators): 10 days for consultation + (1+10)/2 for notification + 4 months for mean waiting period – 3 months for mean notice - 12.5 days for delay before individual dismissal
21: Other special costs to employers in case of collective dismissals (i)	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. According to the co-determination act (1976:580) sec 14 if the negotiations locally does not end in unity, the employer must negotiate also centrally, if asked for. Selection criteria: Usually based on seniority within a job category, but deviations by collective agreement are possible. Severance pay: No special regulations for collective dismissal.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	If a dispute arises concerning the validity of a notice of termination, the employment shall not terminate as a consequence of the notice prior to the final adjudication of the dispute. Nor may the employee be suspended from work as a consequence of the circumstances that caused the notice to be given, in the absence of special reasons for such. The employee shall be entitled to pay and other benefits under Sections 12 - 14 for the duration of the employment. Pending final adjudication of the dispute, a court may rule that employment will terminate at the expiration of the period of notice, or at a later time determined by the court, or that a current suspension shall be discontinued (section 34 EPA).
24: Pre-termination resolution mechanisms granting unemployment benefits	Resignation or termination by mutual consent grant unemployment benefits, but if the reason is considered unacceptable, access to unemployment benefits could be suspended for up to 45 days. If the reason is considered acceptable, there would be no such suspension. Acceptable reasons could be e.g. health reasons, harassment/discrimination, non-payment of agreed salary.

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

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

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

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

SWITZERLAND

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Notification to employee who has the right to request a statement of reasons (Art. 335 CO (code of obligations)). Case law indicates that the employer may invoke, during the trial, unknown grounds or grounds that were known but unreported for legitimate reasons (suspicions, facts under investigation). As of a certain number of dismissals (see Item 18): see Item 19.
2: Delay involved before notice can start	Letter sent by mail or handed directly to employee. Art. 335c of the Code of Obligations stipulates that termination occurs at the end of the calendar month. This is reflected also in many collective agreements. Calculation (for EPL indicators): 1 day for the notification and 15 days on average for the time period until the end of the month = 16 days. As of a certain number of dismissals (see Item 18): see Item 20.
3: Length of notice period at different tenure durations (a)	All workers: 7d during the trial period (1 to 3 months), 1m<1y, 2m<10y, 3m>10y, always to the end of a calendar month. Calculation (for EPL indicators): 9 months tenure: 1 month, 4 years tenure: 2 months, 20 years tenure: 3 months.
4: Severance pay at different tenure durations (a)	All workers: No legal entitlement to severance pay. An “indemnité à raison de longs rapports de travail" is paid to workers over age 50 and more than 20 years seniority and cannot be less than 2 months wages, with a maximum amount of 8 months wages. However, this indemnity is paid upon termination of initiated by either party, with a few derogations (Art. 339c of the Code of Obligations). Calculation (for EPL indicators): 9 months tenure: 0, 4 years tenure: 0, 20 years tenure: 0 months.
5: Definition of unfair dismissal (b)	Unfair: Dismissals based, 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. In addition the law defines as abusive a dismissal based on an employee’s claim related to the employment contract or undertaken without respecting the procedure for a certain number of dismissals. Case law also considers abusive dismissals based on reasons of comparable severity, such as those not respecting the notice period, based on denunciation of an illegal action, when there is a strong disequilibrium between the interest of the employer and that of the employee or when dismissal is manifestly not given in good faith. The courts are very reluctant to question the managerial decisions of the employer (ATF 133 III 512 and 138 III 359, on dismissals for economic reasons of staff representatives). As of a certain number of dismissals (see Item 18): judges verify only that the procedure has been and do not examine the validity of the economic justification for redundancy (art. 336, al. 2, let. c CO). Obligation to negotiate a social plan for firms with more than 250 employees (art. 335f al. 2 CO, art. 335h ss CO), and frequently contained in collective agreements.
6: Length of trial period (c)	All workers: 1 month according to the law. It can be extended to maximum 3 months in written individual employment contracts.
7: Compensation following unfair dismissal (d)	Compensation freely determined by the judge (6 months maximum). Criteria are the severity of the damage to the worker, economic and social consequences, job tenure, the employer’s financial capacity and if there is a simultaneous worker’s fault. Typical compensation at 20 years tenure: maximum 6 months. As of a certain number of dismissals (see Item 18): maximum 2 months of wage.
8: Reinstatement option for the employee following unfair dismissal (b)	Courts are not empowered to order reinstatement (except in case of gender discrimination).
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	The employee has to object against the dismissal in writing by the end of the notice period. If the objection is valid and if the parties do not agree on continuing the contract, the employee is entitled to claim compensation within 180 days after the end of the contract.

10: Valid cases for use of standard fixed term contracts	General
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	Estimated 1.5 No limit specified, but successive contracts imply the risk of a court declaring the fixed-term contract null and void and requalified as a permanent contract.
12: Maximum cumulated duration of successive standard FTCs	Maximum 10 years.
13: Types of work for which temporary work agency (TWA) employment is legal	General
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	Renewals or prolongation of fixed-term contracts only possible if there is an objective reason for the conclusion of another temporary contract or for a temporary prolongation. Chains of assignments of the same workers on the same post in the same firm are not allowed.
15: Maximum cumulated duration of TWA assignments (f)	No limit
16: Does the set-up of a TWA require authorisation or reporting obligations?	Requires administrative authorization.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Equal treatment only in the field of extended collective bargaining agreements concerning minimal salary, hours of work, progression development, anticipated retirement (Art. 20 Loi fédérale sur le service de l'emploi et la location de services (LSE), CCT de la branche du travail temporaire).
18: Definition of collective dismissal (b)	10+ workers in firms 20-99 employees; 10%+ in firms 100-299 employees; 30+ in firms with 300+ employees.
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Obligation to inform and consult with Works Council or trade union delegation. Notification of public authorities: Duty to notify cantonal employment service.
20: Additional delays involved in cases of collective dismissal (h)	Maximum 30 days waiting period after notification to the cantonal employment service. However, Art. 335g al. 4 of the Code of Obligations states that this waiting period is concurrent with ordinary notice period (provided notification to the cantonal employment service does not occur after notice is given to the employee); therefore it is binding only when the notice period is shorter, implying in most cases no additional delays. However, when envisaging a collective dismissal the employer must consult Works Council or trade union delegation before the notification to the cantonal employment service (art. 335f, al. 1, Code of Obligations). The latter must include the result of the consultation (art. 335g, al. 1, Code of Obligations). Case Law suggests that during consultations, the employer should allow enough time to let unions formulate proposals and to seriously consider them. Therefore, consultations cannot be too short (at least 1-2 weeks; cf. arrêt de la Ire Cour civile dans la cause X. contre A. et B. (recours en réforme) 4C.263/2003 du 16 décembre 2003).
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on alternatives to redundancy and ways to mitigate the effects; obligation to negotiate a social plan for firms with more than 250 employees (art. 335f al. 2 CO, art. 335h ss CO), and frequently contained in collective agreements. Selection criteria: No selection criteria laid down in law. Severance pay: No legal requirements, but often part of social plans.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	Yes
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	Resignation or termination via mutual consent lead to a benefit suspension of 31-60 benefit days (6-12 weeks) (Art. 30, al. 1, let. a LACI ; 44 et 45, al. 3, 4 et 5 OACI) .

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

Notes:
a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.

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

TURKEY

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Written notice to employee and notification, within 10 days, to SGK(Social Security Institution). The notice of termination shall be given by the employer in written from involving the reason for termination, which must be specified in clear and precise terms. The employment of an employee engaged under a contract with an open-ended term shall not be terminated for reasons related to the worker's conduct or performance before he is provided an opportunity to defend himself against the allegations made. (Art. 19, Law 4857, 2003). As of a certain number of dismissals (see Item 18): see item 19.
2: Delay involved before notice can start	Letter sent by mail or handed directly to employee. The employer must, however, allow an employee under a contract with an indefinite duration to defend himself against the allegations made against him or her in the event of dismissal for reasons related to the worker's conduct or performance (Art. 19, Law 4857, 2003) Calculation (for EPL indicators): 1 days for notification + 2.5 days for consultation of the employee in the case of dismissal for personal reasons. As of a certain number of dismissals (see Item 18): 30 days (see item 20)
3: Length of notice period at different tenure durations (a)	All workers: 0<1m, 2w<6m, 4w<18m, 6w<3y, 8w>3y (can be extended by collective agreements). Calculation (for EPL indicators): 9 months tenure: 4 weeks, 4 years tenure: 8 weeks, 20 years tenure: 8 weeks.
4: Severance pay at different tenure durations (a)	All workers: After one year's employment, one month for each year of service (can be extended by collective agreements). Calculation (for EPL indicators): 9 months tenure: 0, 4 years tenure: 4 months, 20 years tenure: 20 months.
5: Definition of unfair dismissal (b)	Fair: Whenever "labour contracts are not terminated through misuse of the right to termination" (Art. 17, Law 4857, 2003). In firms with at least 30 employees and for an employee with at least 6 months of job tenure, the employer "has to ground the termination on a valid reason arising out of the qualifications or behaviour of the worker or the requirements of the enterprise, business or work" (art. 18, Law 4857, 2003). Unfair: Unfair dismissal occurs when the given reason for dismissal is incorrect or not suitable. As of a certain number of dismissals (see Item 18): If the employer wishes to recruit again for the same quality of work within 6 months of the finalization of collective dismissal, the employer is obliged to selectively re-hire the dismissed workers.
6: Length of trial period (c)	All workers: Maximum 2 months, can be extended by collective agreements to 4 months (art. 15, Law 4857, 2003). Calculation (for EPL indicators): average of the two cases.
7: Compensation following unfair dismissal (d)	If the worker is not reinstated, right to compensation of 4 months minimum and 8 month maximum (Art. 21 1st paragraph, Law 4857, 2003). If there is a discrimination about dismissal (sex, race, language, religion, political thought etc.) compensation of up to 4 month is added. In case discrimination occurs because of union activity, compensation of up to 1 year is being added on. Art. 21 (3rd paragraph) of Law 4857, 2003 states that "the worker is paid the wages and other benefits that have accrued during maximum four months for the period that he/she has not been employed until the finalisation of the award." Firms with less than 30 employees (representing about 52% of employment (source 2006 Turkish LFS)) are exempted from these provisions but still have to pay compensation if "labour contracts are terminated through misuse of the right of termination" (Art. 17, Law 4857, 2003). Typical compensation at 20 years tenure: 6 months plus 4 months backpay in firms with at least 30 employees. 6 months in firms with less than 30 employees.

8: Reinstatement option for the employee following unfair dismissal (b)	In the case the employer does not assert a valid reason or the court or special arbitrator decides that the asserted reason is not valid and the termination is decided to be ineffective, the employer is obliged to reinstate the worker within one month. If upon application of the employee (Article 21 of Law No.4857), the employer does not reinstate the worker, the employer becomes liable to pay an indemnity equal to minimum four and maximum eight months' wage to the worker (see Item 7). Employees with less than six months of job tenure or in firms with less than 30 employees have no right to reinstatement
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	One month since notification. Notification period starts when the notification arrived to worker.
10: Valid cases for use of standard fixed term contracts	Restricted to "objective situations", particularly seasonal and agricultural work.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	Estimated 1.5 Fixed-term contracts cannot be successively renewed without serious reason, otherwise the renewal will alter the fixed-term contract into a contract of indefinite time. In case of valuable reasons for renewal, no limit specified.
12: Maximum cumulated duration of successive standard FTCs	No limit specified.
13: Types of work for which temporary work agency (TWA) employment is legal	A temporary labour relation may be established in the following cases: a) In cases stipulated in the fifth paragraph of Article 13 and Article 74 of this Law, during the military service of the worker and in other cases where the labour contract remains suspended, b) In seasonal agricultural works, c) In domestic services, d) In works which are not considered as the daily business of an enterprise and which the enterprise has the workers carry out intermittently, e) In urgent works due to occupational health and safety or in case of the emergence of compelling reasons significantly affecting the production, f) In cases where the average capacity of the goods and services production of the enterprise increases in a manner that will require the establishment of a temporary labour relation and at an unforeseen scale, g) In case of increase in periodic job opportunities except for seasonal works (Labour Law No.4857 Article 7 Turkish Employment Agency Law No.4904 Articles 17,18,19,20).
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	A temporary worker procurement contract may be signed as far as the cases listed in the subparagraph (a); without any time limit in cases stipulated in the subparagraphs (b) and (c) (see Item 13), and for maximum four months in cases stated in the other subparagraphs. This contract may be renewed twice at most provided that it will not exceed eight months in total, except for the subparagraph (g) of the second paragraph. The employer who employs temporary workers shall not employ temporary workers again for the same work, unless there is a period of six months in between (Labour Law No.4857 Article 7 Turkish Employment Agency Law No.4904 Articles 17,18,19,20)..
15: Maximum cumulated duration of TWA assignments (f)	4 months in some cases and maximum 8 months (Labour Law No.4857 Article 7 Turkish Employment Agency Law No.4904 Articles 17,18,19,20).
16: Does the set-up of a TWA require authorisation or reporting obligations?	Yes (Labour Law No.4857 Article 7 Turkish Employment Agency Law No.4904 Articles 17,18,19,20).
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Yes (Labour Law No.4857 Article 7 Turkish Employment Agency Law No.4904 Articles 17,18,19,20).
18: Definition of collective dismissal (b)	Within one month, 10 workers in firms with 20-100 employees, 20 workers in firms with 101-300 employees, 30 workers in firms with 300+ employees. Firms with less than 20 employees are exempt from requirements for collective dismissals.
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Duty to notify to the business trade union representative (Art. 29, first paragraph, Law 4857, 2003). Notification of public authorities: Duty to notify regional employment office of number and categories of employees to be dismissed, reasons and periods planned for dismissals. After the notification procedure, consultation of the relevant trade union body on alternatives to redundancy and way to mitigate the effects.

20: Additional delays involved in cases of collective dismissal (h)	1 month waiting period starting from the notification to public authorities. Calculation (for EPL indicators): 30 days.
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: After the notification procedure, consultation of the relevant trade union body on alternatives to redundancy and way to mitigate the effects. Selection criteria: Usually employer prerogative. Severance pay: No special regulations for collective dismissal.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	Resignation and termination by mutual consent do not grant unemployment benefits (Unemployment Insurance Law No. 4447).

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

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

UNITED KINGDOM

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	Individual termination: Employees with 2 years' continuous service have the right to receive from their employers, on request, a written statement of the reasons for their dismissal. Employees dismissed during pregnancy or statutory maternity leave are entitled to receive a statement regardless of whether they have asked for one and regardless of length of service. Redundancy: Consultation with recognised trade union recommended, but not legally required when few workers are affected. Calculation (for EPL indicators): average of (0+1)/2 for individual termination and (1+3)/2 for redundancy. As of a certain number of dismissals (see Item 18): see item 19.
2: Delay involved before notice can start	Individual termination: Written or oral notification. Calculation (for EPL indicators): 2.25 (average of 1 for individual termination and (1+6)/2 for redundancy, taking 5 days for consultation) As of a certain number of dismissals (see Item 18): see Item 20.
3: Length of notice period at different tenure durations (a)	All workers: 0<1m, 1w<2y, plus one additional week of notice per year of service up to a maximum of 12 weeks. Calculation (for EPL indicators): 9 months tenure: 1 week, 4 years tenure: 4 weeks, 20 years tenure: 12 weeks. As of a certain number of dismissals (see Item 18): Dismissals may not take effect until 30 days after notifying BIS if 20-99 workers are involved, and 45 days when 100+ workers are involved.
4: Severance pay at different tenure durations (a)	All workers: none. Legally required only for redundancy cases with 2 years tenure: half a week per year of service (age up to 21); 1 week per year (ages 22 to 40); 1.5 weeks per year (ages 41 to 64), limited to 30 weeks and £ 464 per week (The Employment Rights (Increase of Limits) Order 2014) and indexed to inflation. According to a government study, 40% of firms exceed legal minima. Calculation for EPL indicator for individual dismissals: average of redundancy (assuming worker is aged 35 at the start of employment) and other cases (no severance pay): 9 months tenure: 0, 4 years tenure: 2 weeks, 20 years tenure: 13.5 weeks.
5: Definition of unfair dismissal (b)	Fair: Dismissals relating to the capability, qualifications or conduct of the employee; because he/she is redundant; because continued employment would be illegal; or some other "substantial reason". One year tenure generally necessary for being able to file for unfair dismissal. Unfair: Dismissals related to a range of reasons including trade union activity, health and safety whistleblowing, pregnancy or maternity, and the national minimum wage. No qualifying service required for complaints for these reasons In the event of redundancy, the employer does not have to prove that dismissal is essential for future profitability. The starting point for legal protection is that the commercial judgment as to the future needs of a business is for the employer to make. This includes decisions as to how many employees are needed to do work of a particular kind in a particular location. Tribunals will not look behind those decisions, as long as they are the genuine reason for dismissal. If the redundancy is not the real reason, then the real reason will be determined, and the fairness of the dismissal assessed against that. In order for a dismissal to be fair, it must meet the general test for a fair dismissal in s98(4)(a) ERA: fairness depends on whether, in the circumstances (including the size and administrative resources of the employer's undertaking) the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee. In applying this test, the tribunals will consider a range of factors, including: - whether the employer has identified an appropriate 'pool for selection' of employees - whether appropriate selection criteria have been formulated, and fairly applied, in order to choose which employees to make redundant - whether there has been appropriate consultation with individuals affected - whether the availability of suitable alternative employment has been considered. The scope of this consideration (i.e. whether at plant / firm / group level) will depend on what is reasonable in the circumstances of the case.

6: Length of trial period (c)	Trial periods are for agreement between employer and employee, but do not affect the employee's statutory employment rights. Claims under unfair dismissal legislation are not normally possible until 2 year's service has been completed.
7: Compensation following unfair dismissal (d)	Compensation may consist of various elements: basic award (up to £12 900); compensatory award (up to £72 300); and additional awards (up to £22 360). Unlimited, if the dismissal is connected with health and safety matters or whistleblowing. Compensation under discrimination legislation is also unlimited. Median award is around £4500. Taking all this into account, it is reasonable to assume that average compensation of someone with 20 years of service who is earning close to median salary would reach about 8 months' pay. For those that earn significantly more, or for those where all or most of their 20 years' service was carried out below the age of 41, this award will typically be less (often substantially less) than 8 months of wage.
8: Reinstatement option for the employee following unfair dismissal (b)	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. Re-instatement may be ordered against the employer's advice, if the employer are no good reasons to object (Case law: Appeal No. UKEAT/0198/16/LA).
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	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.
10: Valid cases for use of standard fixed term contracts	No restrictions.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limit
12: Maximum cumulated duration of successive standard FTCs	4 years, after which the employee will be automatically made a permanent employee unless the employer can objectively justify the use of an FTC (Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002, Regulation 8).
13: Types of work for which temporary work agency (TWA) employment is legal	General
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No restrictions
15: Maximum cumulated duration of TWA assignments (f)	No limit
16: Does the set-up of a TWA require authorisation or reporting obligations?	No authorisation or reporting requirements.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	From day 1 of an assignment, agency workers are given access to certain facilities provided by the hirer, and access to information about job vacancies. After a 12 week qualifying period, agency workers are entitled to the same basic terms and conditions of employment as if they had been employed directly by the hirer.
18: Definition of collective dismissal (b)	For collective redundancies (defined as "dismissal for a reason not related to the individual concerned" by section 195 of the Trade Union and Labour Relations Act, TULRA), regulations apply for dismissal of 20+ employees within 90 days.
19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Duty to inform and consult with recognised trade union or other elected employee representatives. Notification of public authorities: There is a requirement to notify the Department for Business, Innovation and Skills (BIS), so that the appropriate Government agencies can take action to help the affected employees.

20: Additional delays involved in cases of collective dismissal (h)	Dismissals may not take effect until 30 days after notifying BIS if 20-99 workers are involved, and 45 days when 100+ workers are involved.
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: Consultation on selection standards and dismissal procedures. Selection criteria: No criteria laid down in law, except for prohibition of discrimination. Often mix of seniority and performance-based criteria. Severance pay: No special regulations for collective dismissal.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	No
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	Leaving a job voluntarily (as a result of resignation or mutual consent) does not prevent access to unemployment benefits. But where an eligible adult leaves employment voluntarily or, without good reason, loses employment because of misconduct or fails to take up an offer of employment prior to applying for UC (i.e. pre-claim failures), a higher level sanction (i.e. a waiting period of 13, 26 or 78 weeks) can be applied (Section 102 of the Universal Credit Regulations (2013)).

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

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

UNITED STATES

Items	Regulations in force on 1 January 2019
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	U.S. law does not expressly address notification procedures for dismissal of a worker with a contract. Workers in the United States generally do not have contracts. However, if an employment contract exists, the parties can bargain for terms in a contract to govern notification procedures. Similarly, if collective bargaining agreements or employee handbooks prescribe the circumstances for notice, then such documents would govern. In some states, eligible workers, regardless of whether the worker is under contract or not, may obtain a "service letter" that indicates the reasons for the dismissal. In other states where there is no "service letter" concept, the worker can request the reason for termination. Typically, the worker must first submit a request for the "service letter" or for the reasons for his or her termination. However, no federal law mandates a service letter. The number of states with service letters or similar obligations, approximately amount to 28% of the US population (excluding states where the service letter cannot be used in a labour dispute, e.g. Texas, as well as states in which the letter should be provided only on request but with no obligation of truly stating the reason of separation, e.g. Kansas). Calculation (for EPL indicators): 1 multiplied by the population share of states with service letters or similar obligations. As of a certain number of dismissals (see Item 18): see item 19.
2: Delay involved before notice can start	There are no notice requirements prior to dismissal, with certain exceptions, as discussed above. Calculation (for EPL indicators): coded as 1 day for oral notification or where written notice can be given to the employee
3: Length of notice period at different tenure durations (a)	No legal regulations (but can be regulated in collective agreements or company policy manuals). As of a certain number of dismissals (see Item 18): 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.
4: Severance pay at different tenure durations (a)	No legal regulations (but can be regulated in collective agreements or company policy manuals).
5: Definition of unfair dismissal (b)	Fair: With the exception of unionized workers or public sector workers, it is generally fair to terminate an employment relationship without justification or explanation according to employment at-will principles, unless the parties have placed specific restrictions on terminations, through a contract, for example. Unfair: Dismissals based on breach of Equal Employment Opportunity principles (e.g., national origin, race, sex, religion) and dismissals of employees with physical or mental impairments, dismissal of pregnant women, dismissals based on genetic information, dismissals based on sexual orientation, dismissals based on age, or dismissals in violation of a collective bargaining agreement, or dismissals in violation of the terms of a contract, or dismissals in violation of a public policy, or dismissals for whistle blowing. In addition, there are increasing numbers of cases where employees pursue wrongful termination claims by alleging that dismissal was based on an "implied contract" for continued employment where there is no actual contract, but whereby certain assurances for continued employment on behalf of the employer created a contract of sorts. The Americans with Disabilities Act (ADA) requires employers to provide reasonable accommodations to allow an otherwise qualified employee with a disability to perform the essential functions of the job, unless doing so would impose an undue hardship.
6: Length of trial period (c)	Wide range. Typically, the range in collective bargaining agreements is between 60-90 days.
7: Compensation following unfair dismissal (d)	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. There is no average compensation. Claims filed with the Equal Employment Opportunity Commission (EEOC), for example, may get settled with the employer for an agreed-upon amount, depending on worker approval. Claims may also go to court, just like claims pursued under an implied contract theory, or claims for breach of contract. Claims that go to court may result in awards setting the amount of compensation, taking into account the salary amount. Typical compensation at 20 years tenure (all workers): Disparate rulings.

8: Reinstatement option for the employee following unfair dismissal (b)	Reinstatement is often ordered where discrimination is established in the context of a union grievance, where a worker has been discharged in violation of laws such as the National Labor Relations Act or the Civil Rights Act. In these situations workers do not have contracts, aside from a collective bargaining agreement. But in general, workers who sue for breach of contract or implied contract are offered damages to make them whole, not reinstatement.
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	In general statutes of limitations vary by state and according to the act that is violated. A number of examples are reported below: The statutory limit for complaints for dismissal due to whistle blowing under the Occupational Health and Safety Act is 30 days. For an unfair dismissal claim in an "implied contract" situation, or regarding a breach of contract claim where there is a contract, the timeline is governed by the state jurisdiction's statute of limitations for the type of matter and varies state by state. For example, in New York, the statute of limitations is 6 years for a claim of breach of a written contract. For the same type of claim it is 4 years in California (2 years, if the contract is oral or implied-in-fact, it must be filed within two years of the breach.). The Equal Employment Opportunity Commission (EEOC) requires that a charge of discriminatory discharge is filed before a private law suit is filed in court. A charge must be filed with the EEOC within 180 days from the date of the alleged violation, but the deadline may be extended to 300 days if the change 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. Calculation (for EPL indicators): 4.5 years for claims in an "implied contract" situation (average between 3 years for California and 6 years in New York)
10: Valid cases for use of standard fixed term contracts	No restrictions.
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No limit
12: Maximum cumulated duration of successive standard FTCs	No limit.
13: Types of work for which temporary work agency (TWA) employment is legal	General
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No
15: Maximum cumulated duration of TWA assignments (f)	No limit
16: Does the set-up of a TWA require authorisation or reporting obligations?	Licenses for employment agencies are issued in accordance with individual states' licensing statutes. Often, these statutes delegate the authority to a "Commissioner of Licenses" who decides on the issuance of a license based on the applicant's character. The license may have a short duration, such as for two years, and would need to get renewed.
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	There is no requirement for equal treatment in US federal law beyond minimum standards guaranteed to all workers. Some states may require equal treatment. In general, both groups of workers, permanent and temporary, may bargain for additional benefits. For example, on August 6, 2012, Massachusetts passed a law that allows temporary workers the right to know who their employer is, their job description, their rate of pay, their starting and ending times and expected duration of the job, among other pieces of information. Healthcare Cost Containment Act, 2012 Mass. Acts S 2400
18: Definition of collective dismissal (b)	The Worker Adjustment and Retraining Notification (WARN) Act outlines procedures for notice for covered plant closures and covered mass layoffs-in firms with 100 or more full-time employees or 100 or more employees who together work at least 4000 hours per week (exclusive of overtime) and over a period of 30 days: 50+ full-time workers in case of plant closure; 500+ full-time workers in case of layoff; 50-499 full-time workers, if they make up at least one third of the employer's full-time workforce at a single employment site. Firms with less than 100 employees are exempt from requirements for collective dismissals.

19: Additional notification requirements in cases of collective dismissal (g)	Notification of employee representatives: Duty to inform affected workers or labour unions (where they exist). Notification of public authorities: Duty to notify state and local authorities As for individual dismissals, depending on the states, workers may obtain a "service letter" that indicates the reasons for the dismissal or request the reason for termination.
20: Additional delays involved in cases of collective dismissal (h)	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.
21: Other special costs to employers in case of collective dismissals (i)	Type of negotiation required: No legal requirements. Selection criteria: As laid down in collective agreements or company manuals; usually seniority-based. Severance pay: No special regulations for collective dismissal.
22: The worker alone has the burden of proof when filing a complaint for unfair dismissal	Yes
23: Ex-ante validation of the dismissal limiting the scope of unfair dismissal complaints	No
24: Pre-termination resolution mechanisms granting unemployment benefits	Unemployment statutes do not provide benefits to those who have voluntarily resigned from employment. However, some state unemployment statutes permit benefits to employees who resign for "good cause" (e.g. non-payment of wage). In cases where the employee resigns prior to an imminent involuntary discharge, some courts have held that eligibility for unemployment benefits begins on the date discharge would have occurred. In five states, employees who voluntarily quit without good cause are precluded from receiving unemployment benefits for a period of weeks (five to ten). In 45 states, employees who voluntarily quit without good cause are precluded from receiving benefits. A situation where an employer intends to implement involuntary separations if an insufficient number of workers take voluntary separation packages can constitute good cause attributable to the employer, and the employees who accept the voluntary separation may be eligible for unemployment compensation.

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

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