EVERSHEDS SUTHERLAND

Key employment terms and conditions: The information you need for every country

Issues	Austria	Belgium	China	Denmark	France	Germany	Great Britain (excl NI)	Ireland	Italy	Netherlands	Poland	Singapore	Spain	Sweden	Switzerland	UAE
Probationary period	Three months for apprentices Blue collar workers: one month, (different regulations in collective bargaining agreements possible) White collar workers: one month Notice during probationary period: no notice period required – may be terminated any time. However, except for apprentices, probationary periods have to be expressly agreed if not part of the applicable collective agreement.	These have been abolished with the introduction of the new notice periods on 1 January 2014. Exceptions are possible for students and temporary employment.	A probationary period is allowed for fixed term contracts with a term of more than 3 months and for all non-fixed term contracts. It ranges from one month to a maximum of 6 months depending on the contract term. An employee shall only have one probationary period with an employer.	Probationary periods are commonly used and are typically for 3 months. The notice period is typically a mutual 14 days.	Fixed in the individual contract or CBA. The period generally ranges from 1 week to 8 months (where renewal is possible), depending on the status of the employee.	Commonly used; typically three to six months, but needs to be agreed in the employment contract. Notice period: two weeks notice minimum or such longer period as agreed.	Commonly used; typically 3 to 6 months. Notice period employer: up to one month's service: 0 days; at least one week's notice if the employee has been employed by the employer continuously for one month or more but for less than two years. In the absence of express agreement, the common law may imply a longer notice period if it is reasonable.	Probationary periods are commonly used; they typically last six months, and can be extended, but should be less than 12 months, including any notice period. It is permissible to have a different notice period during probation, provided that notice period is at least the normal statutory minimum (for 13 weeks to two years service one week's notice is required).	Commonly used. Maximum 6 months; applicable CBA fixes limits with specific reference to the level of the employee. No notice is due in case of dismissal (or resignation) during the probationary period.	From 1 January 2015, an employer and an employee who enter into a fixed term employment contract of less than six months cannot agree to apply a probationary period. The term of a probationary period depends on the term of the employment contract and shall last: Indefinite term contracts: a maximum term of 2 months; Fixed term contracts for less than 2 years: a maximum term of 1 month; Fixed term contracts of 2 years or longer: a maximum term of 2 months. Contracts without a calendar date for termination (e. g. for the duration of a project or to replace a sick employee): a maximum term of 1 month. No notice is due in case of dismissal during probationary period.	Probationary periods are commonly used; and are for a maximum three months. Notice periods depending on length of probationary period: – three working days - if this period does not exceed two weeks, – one week - if this period is longer than two weeks, – two weeks - if this period is three months.	There is no provision in the Employment Act governing probation periods. However, it is common practice for employers to impose a probation period (typically, 1 to 6 months) for new employees in their employment contracts.	Commonly used; usually maximum six months for degree-holding employees and two months for other employees. Labour Reform 2012 introduced a probationary period of 1 year in case the company use a specific type of employment contract ("permanent employment contract to support entrepreneurs") when the company has less than 50 employees. Unless otherwise agreed, parties can terminate the contract within this period without prior notice. CBA may establish different limits.	Commonly used; maximum six months. The employer shall notify the employee two weeks prior to termination. There is no notice period for termination by the employee.	Yes, up to three months. The probationary period may be waived in writing by individual agreement, standard employment contract or collective employment agreement. Notice period during probationary period: seven days.	A probationary period in the UAE is not a mandatory requirement of law; however, if a probationary period is to apply it must be stated in the employment contract. The probationary period cannot exceed six months.
Salary – minimum wage?	No general statutory minimum wage. However, different regulations can be contained in collective bargaining agreements and minimum wage scales (Mindestlohntarif).	Minimum salary wages are determined at the level of the Joint Labour Committee which is competent for the company. Tables of wages are enacted at the level of each sector of industry.	Yes. Minimum wage varies in different municipal areas and is subject to adjustment every year. For example, local minimum wage in Beijing is now RMB 1720 per month or RMB 9.89 per hour. In Shanghai, it is RMB 2020 per month or RMB 18 per hour.	There is no statutory minimum wage. Minimum wages are, however, stipulated in most collective bargaining agreements.	The statutory minimum wage ('SMIC') is set annually by the State. SMIC applies to all areas of employment (except charities or similar businesses) and to all employees aged 18+. As of January 2015, the applicable rate is €9.61 per hour (gross). Other minimum wages can be provided in the CBA. The more favourable minimum wage will prevail.	Yes, there is a statutory minimum wage at € 8.50 gross per hour. However, in some sectors (e.g. building, commercial contract cleaning, postal delivery) CBA pay rates may be the mandatory minimum for all and even in excess the minimum wage by law.	Statutory minimum wage: – age 21 + : £6.70/ hour – age 18-20: £5.30/ hour – age 16 and 17 (but not apprentices): £3.87/ hour – apprentices under age 19 or 19 + in the first year of apprenticeship £3.30/ hour	There is a national minimum wage of €8.65 per hour. In addition, some sectors (e.g. catering, construction) have had higher mandatory pay rates under Registered Employment Agreements, Employment Regulation Orders or Labour Court Determinations.	CBA provides for minimum wage for each sector and level. Minimum wage for a first level employee is in the region of €905 gross a month. According to custom and practice, average salaries are higher than that however.	Gross statutory minimum wage per day as of 1 July 2015, per age: 15: €20.88; 16: €24.01; 17: €27.49; 18: €31.66; 19: €36.53; 20: €42.80; 21: €50.45; 22: €59.15; and 23+: €69.59	There is a statutory minimum wage. The level increases from time to time, usually once a year. The minimum wage in 2015 amounts to PLN 1,750.	There is no statutory minimum wage.	Statutory minimum wage: 2015: €648.20/ month, 21.62€/ day CBA provides the minimum wage for each professional category, group or level.	No statutory minimum wage, but in some sectors the Trade Unions might have negotiated minimum wages for special groups.	No, unless a collective employment agreement provides for a minimum wage.	The UAE does not have express laws relating to minimum wages. However, the Ministry of Labour has issued a resolution regarding the transfer of visas from one employer to another employer that has the effect of introducing a non-mandatory but encouraged minimum wage based on the employee's educational qualifications. An employee with a university degree should be earning at least AED 12.000 pcm, an employee with a college degree should be earning at least AED 7.000 pcm and an employee with a secondary school degree should be earning at least AED 5000 pcm.
Typical additional benefit	(1) Company car (2) mobile phone (3) meal vouchers (4) bonuses (5) Christmas gifts	(1) Variable pay (2) Company car, mobile phone, internet (3) Group insurance (health, pension), especially for more senior employees (4) Meal vouchers (5) Stock (options) and profit participation	In addition to the statutory social insurance (pension, medical insurance, birth insurance, unemployment insurance, work-related injury insurance) and housing fund, some companies will offer 1) additional pension; 2) additional housing fund but these extra items are subject to individual income tax. Commercial medical insurance is also common in practice.	(1) variable pay; (2) pension contributions; (3) computer; (4) telephone; (5) bonus, and more	(1) Tips in certain professions; (2) Meal vouchers, accommodation clothing, cars; and (3) Various bonuses	(1) company car; (2) pension or contribution to private pension or savings scheme	1) Variable pay 2) Stock options 3) Enhanced pension 4) Life insurance 5) Private medical insurance 6) Permanent health insurance	(1) variable pay; (2) contribution to private pension or savings scheme; (3) company car; (4) bonus scheme; and (5) health insurance, life insurance	(1) Canteen allowance (2) Variable pay (3) Company car (4) Pension or contribution to private pension or savings scheme	(1) Variable pay (2) Occupational health scheme with discounted contribution for employee (3) 8% holiday allowance (4) Income saving schemes or life assurance (5) Car, mobile phone, internet etc Sick employees (during the first 2 years of illness), pregnant employees, employees who are members of a Works council or trade union and employees enjoying maternity and parental leave enjoy (amongst others) protection against dismissal, so giving notice is prohibited.	Typical additional benefits are: (1) Variable pay (2) Company car (3) Company mobile phone (4) Private medical care (5) Life insurance	Additional benefits often provided include annual bonuses (including annual wage supplements), medical benefits and insurance cover.	(1) Variable pay (2) Company car (3) Pension plan (4) Private Health insurance	(1) Variable pay (2) Contributions to occupational pension plan (3) Life insurance (4) Health insurance (5) Company car (6) Membership in fitness club	(1) Variable pay (2) Phone and car (3) Subsidized meal vouchers (4) Contributions to private pension or life insurance	– Housing allowance/Loan. It is common for companies to provide a housing allowance, housing loan or alternatively to provide company accommodation. In the case of company property the employee has 30 days following the date of termination to vacate the property. – Flight allowance. It is common practice for employees to be given either a flight allowance (for example an amount paid monthly) or to be provided with an annual flight home. – Medical insurance. It is compulsory to provide employees and their family with health insurance in Abu Dhabi and Al Ain. Whilst it is not compulsory in Dubai it is standard practice and is a benefit usually extended to the employee's family members. The nature of the insurance varies but it is not uncommon for it to include some contribution towards dental costs (for example 200). Eye care costs are less commonly included and tend to be covered by the employee. Examples of other additional benefits include: – Annual bonus; – Life assurance; – Education; – Car and/or Car allowances; and – Utilities.
Working hour limits	Eight hours per day, 40 hours per week (different regulation possible in collective bargaining agreements). Reductions and increases also possible.	Fixed work schedule: – principle: 8 hours per day and 38 hours per week; – reductions and increases are possible with an absolute maximum limit: 12 hours per day and 50 hours per week (continuous work) or 8 hours per day and 56 hours per week (recovery of an accident and urgent repairs to machinery). Variable work schedule: hours can be determined on an annual basis or by collective agreement. In principle, night work and work on Sundays and bank holidays are prohibited but exceptions can be obtained.	Employees working under the standard hours system work 8 hours per day, 40 hours per week with at least 1 rest day. Employees cannot be required to work more than three overtime hours per day (unless they are granted 'flexible working hours status' applicable to senior executives or 'comprehensive working hour status' applicable to special working groups such as salespersons, approved by the local labor bureau).	Statutory standard working time, but this is usually set out in CBAs. Mandatory rest period of 11 consecutive hours per 24 hour period. Reductions and increases possible. Employees may not work more than 48 hours per week on any average four months period.	The employees must comply with the following maximum working hours: – 10 hours per day; – 48 hours per week; – an average of 44 hours per week over a 12-week period. The French Labour Code does not require the above limits to be respected for employees with a working time of 218 days per year. However, great care should be taken regarding any risk of excessive working time/workload for such employees, as they could challenge the validity of their working time package. Employers should check the relevant CBA in this respect. All employees (including those with a working time of 218 days per year) must benefit from a minimum daily rest period of 11 consecutive hours, and weekly rest period of 35 consecutive hours.	8 hours per day based on a 6 day working week, i.e. no more than 48 hours per week with a maximum of 10 hours per working day spent as long as it remains with an average of 8 hours per working day calculated over a period of 6 calendar months/24 weeks. This means that up to 48 hours (6 x 8) would be legally possible even in a 5 day working week. Reductions and increase is possible.	48 hours per week over 17 week average individual opt out possible. Reductions and increases possible.	Employees may work a maximum of 48 hours generally averaged over four months. Reductions and increases possible.	Typically 40 hours per week on 5 days. Reductions are possible but require the consent of the employee; increases are available up to a maximum of 48 hours per week.	Maximum 12 hours a day and 60 hours a week (per four weeks: 55 hours per week or per 16 weeks: 48 hours per week). Increases possible up to 60 hours and reductions are possible, with no limit.	Working time limits are eight hours per day and an average of 40 hours per (average) five day week within the adopted reference period. Working time, including overtime, may not exceed an average of 48 hours per week within the adopted reference period. The adopted reference period is typically up to 4 months but this can vary to allow for different working time systems.	Employees covered under Part IV of the Employment Act ('EA') may not be required to work for more than: – 6 consecutive hours without a rest period; – 8 hours in 1 day; and – 44 hours in 1 week. There are exceptions that may apply, however, such as working less on certain days/weeks and slightly more on others. There are no working time restrictions in respect of employees who are not covered under Part IV of the EA - currently, Part IV of the EA applies only to workmen earning a basic monthly salary of not more than S$4,500 and employees earning a basic monthly salary of not more than S$2,000.	40 hours per week on annual average. 9 hours maximum per day; 12 hours break between 2 working days; 1.5 interrupted days break per week; 14 public holidays per year; 22 working days of holidays per year. Reductions and increases possible within the limits established by law and applicable CBA.	Maximum 48 hours for each seven day period generally averaged over four months. Reductions and increases possible.	Maximum between 45 and 50 hours per week. Reductions and increases possible.	The maximum working hours for employees are 8 hours per day or 48 hours per week. The Ministry of Labour may authorize an increase to 9 working hours per day in certain circumstances.
Annual holiday entitlement	Until 25 years of service, 30 days (five weeks), after 25 years of service 36 days (six weeks).	For full time employees working 5 days per week; minimum 20 days increased by 10 public holidays per annum.	There are a total of 11 public holidays per annum in China. In addition, after 1 year's service, an employee is entitled to annual leave as follows (in addition to 11 days' public holiday): – between 1 and 10 years' service – 5 days – between 10 and 20 years' service – 10 days – 20 or more years' service – 15 days.	25 days plus public holidays.	Employees are entitled to at least 2.5 days' paid leave for each month worked (up to 30 calendar days per year, namely 25 business days). By law, employees are granted 1 bank holiday per year (which is the 1st of May).	24 days based on six day working week (20 days if working a 5 day working week Monday to Friday); bank holidays in addition.	28 days including bank holidays; usually enhanced in contract.	Four working weeks paid leave; nine days' public holidays. Custom and practice dictates that Good Friday is also a holiday, and most employers do not deduct it from employees' normal holidays.	4 weeks plus bank holidays (currently 12 days). CBAs generally provide more favourable provisions.	4 times the number of working days/hours in a week, often more.	The annual holiday entitlement is 20 working days increasing to 26 working days after 10 years' service (including with previous employers). Some education training periods count as continuous service for the purpose of calculating annual leave.	In addition to the holiday entitlements set out below which are granted in proportion to the employee's length of service, employees covered under the Employment Act ('EA') are also entitled every year to paid holidays on the public holidays (currently 11) specified in the Holidays Act. For employees who are not covered by the EA, they are entitled to the same holidays set out in the Holidays Act. However, whether they are entitled to be paid on such days will depend on the terms of the employment contract. 7 days of annual leave for the first 12 months and an additional day for each additional year of service (maximum of 14 days paid annual leave) for employees covered by Part IV of the Employment Act. However, 14 days' paid annual leave is commonly provided for all employees.	30 calendar days and 14 additional bank holidays; applicable CBA may establish longer periods.	25 days and usually 10 national holidays.	20 days; plus approx. 10 days national and local public holidays.	For every year of service, an employee is entitled to minimum leave of: – two days a month if the employee has been employed for more than six months and less than a year; and – 30 calendar days annually if the employee has been employed for more than one year. Annual leave can be carried forward to the following year. However, it cannot be carried forward for more than two years. There is no typical approach to holiday entitlement but it is common to see entitlements between 24 – 30 working days.
Sick pay entitlement	– up to 5 years: 6 weeks full pay, 4 weeks half pay – up to 15 years: 8 weeks full pay, 4 weeks half pay – up to 25 years: 10 weeks full pay, 4 weeks half pay – thereafter: 12 weeks full pay, 4 weeks half pay	White-collar employees: 1 month's full pay. Blue-collar employees: 7 days full salary and following 7 days 85.88% of salary. From day 15-30, payment of 60% of gross salary paid plus supplement of 25.88% of salary from employer. After this period of 1 month the social security will normally intervene.	Employees are entitled to paid sick leave for work-related illness or injury. This is generally paid for around 1 year although the employee's monthly salary is subject to a capped amount. There is a statutory medical care period under PRC law for the treatment of non-work-relate injuries or illness which ranges from 3 to 24 months depending on the employee's length of service. The sick pay entitlement is subject to company policy and local policy. In Shanghai, the salary during a medical treatment period is based on a certain percentage of the employee's normal salary depending on the length of service(while in Beijing it is only required that the employee's minimum pay during this period must be at least 80 per cent of the local minimum wage. Most employers grant the employee a higher level of pay during the medical period. Most employers grant the employee a higher level of pay during the medical period.	Salaried employees have a statutory right to pay. Others have right to sick pay.	Total sick pay may amount to 90% of the employee's gross pay for 30 days, and 2/3rds for the next 30 days (these figures represent social security sick pay together with any complementary payment that may be paid by the employer). The applicable CBA may provide for higher entitlements.	Six weeks full pay in each case of sickness absence (unless absences due to same underlying ailment). Payment includes full gross salary which would become due during sickness.	From fourth day of absence: £88.45/ week; contractual enhancements common.	No entitlement to statutory sick pay. Some sectors (eg construction, catering) may have mandatory terms.	Rules in each CBA; usually 180 days with pay. Almost all the sick pay is paid by the social security (minor contribution by the employer). Executives: 12 months with pay (all paid by the employer).	Statutory right to continued pay of salary by employer: at least 70% to a maximum of €1919.15 gross per day (January 2015) during the first 2 years of illness; during the 1st year at least statutory minimum wage; often higher sick pay by individual or CBA; employer is legally obliged to proactively reintegrate employee.	The sick pay entitlements are 33 days (14 days if an employee is over 50 years old) paid by the employer, the Social Security Agency afterwards for up to a maximum of 182 days in total (this increases to 270 days if the sickness absence is caused by tuberculosis or if it occurs during pregnancy). Sick pay at 80% of employee's monthly remuneration, except if due to pregnancy, accident at work or donation of tissues, cells or organs (100%). The employer may terminate the employment contract (depending on length of service) after three, six or nine months of absence.	Sick and hospitalisation leave is available, depending on length of service. It is common for employers to offer at least 14 days' paid sick leave and 60 days' paid hospitalisation leave.	Pay by the Social Security from 16th day; employer from 4th to 15th day. Level: 60% of the maximum salary which is used as the basis for contribution to the Social Security up to the 20th day of illness and 75% of that from the 21st day. In case of professional illnesses or accidents 75% of the said basis is paid back from the day after the occurrence. CBA may establish an obligation to the companies to pay a supplement to the social security benefit up to the normal salary of the affected employee.	First day of sickness without payment, then the employer provides payment of 80% of gross salary for 13 days. After this, payment is provided as part of the National Social Security system, which contains several limitations.	First year of employment: three weeks; thereafter for an adequately extended period of time, which varies from canton to canton. No sick pay required if employer provides for adequate insurance solution to the benefit of the employee.	Upon completion of their probationary period an employee is entitled to sick leave not exceeding 90 days per year. The first 15 days' sick leave is with full pay, the next 30 days with half pay and the last 45 days are unpaid. The employee is required to provide proof of illness and appropriate doctor notes or medical certificates.
Family friendly rights (maternity, paternity, parental leave)	Maternity protected period: released from duties eight weeks prior to the expected delivery until eight weeks thereafter. Maternity leave/Paternity leave: until second birthday (mothers and fathers may both take leave, however not at the same time). Some employees qualify for part-time working until the child's 7th birthday.	Maternity leave: 15 weeks paid by health insurance (social security) (compulsory: 1 week before birth, 9 weeks after birth). Paternity leave: 3 days at full pay and 7 days paid by health insurance, to be taken up within a period of 4 months after the date of birth. Parental leave: Until child's 12th birthday, parents with at least 12 months' service entitled to: – full leave (suspended employment contract) for 4 months; or – 50% reduction of working time for 8 months; or – 20% reduction of working time for 20 months. Social security benefits available during leave subject to conditions.	The minimum maternity leave entitlement is 98 days (usually 15 days before childbirth) and can be extended in cases of late-births, complicated births or multiple births. Please note that the extended maternity leave varies in different municipal areas in China. Paternity leave is available in some localities but generally only for a few days. Breastfeeding mothers are entitled to paid leave of one hour per day while in a nursing period (ending when the child is 1 year old). There is no separate system of parental leave.	Maternity leave: Minimum four weeks prior to birth + 14 weeks after. Paternity leave: two weeks. Parental leave: 32 weeks shared between mother and father.	Maternity leave: from 6 weeks before to 10 weeks after the date of the birth. However, maternity leave can be extended for certain reasons. An employee who adopts a child has the same employment rights as an employee who has given birth naturally (although the age of the adopted child may affect the employee's rights). Paternity leave: 11 days.	Maternity leave: 14 weeks. Paternity leave: none but father can take day of birth off. Parental leave: three years.	Maternity leave: six months ordinary maternity leave + six months additional maternity leave. Paternity leave: two weeks ordinary paternity leave. Shared parental leave: up to 50 weeks provided mother has curtailed maternity leave and converted remainder to shared parental leave; subject to 26 weeks' qualifying service. Parental leave: 18 weeks.	Maternity leave: 42 weeks. The State pays an allowance to the employee for the first 26 weeks. This is described as 'paid leave' which often causes confusion. Parental leave: either parent can take up to 18 weeks. Paternity leave: No statutory right.	Maternity leave: 5 months (2 before and 3 after the birth of child). For parental leave, up to a total of 6 months for each the father and the mother per child until the child's 12th birthday; subject to a combined total of 10 months.	Maternity leave: 16 weeks. Paternity leave: 2 days. Parental leave must be taken within a period of 4 weeks after the birth of the child. From 1 January 2015 the mother's partner is entitled to take 2 days of unpaid leave after the child is born in addition to paternity leave. Parental leave: by way of reduction of working hours per week.	Maternity leave: lasts 20 weeks (31-37 weeks in case of multiple birth). Having used 14 weeks of maternity leave, from the date the child is born the mother may then waive the remaining part of the maternity leave which can then be used by the father. If requested, employees are entitled to additional maternity leave of up to 6 weeks (8 weeks for multiple births), on full pay by social security. Paternity leave: Male employee can use two weeks of father's leave during the child's first 12 months. The father can also use the rest of the maternity leave if the mother used at least 14 weeks following the birth. Parental leave lasting up to 26 weeks may follow the maternity leave and the additional maternity leave. Both parents can simultaneously use the parental leave, but its total length is limited to 26 weeks. Childcare leave: three years unpaid, up to four months may be used simultaneously by both parents, in order to care for a child up to the age of five.	Eligible male employees are entitled to share 1 week out of their wife's 16 weeks' maternity leave. Eligible parents with children up to 12 years of age are statutorily entitled to between 2 and 6 days' paid parental leave per year (in the form of childcare leave).	Maternity leave: 16 weeks. Paternity leave: 13 days + two or more if granted per CBA. Parental leave: max three years.	Maternity leave: seven weeks before and seven weeks after estimated time of birth. Parental leave: A total of 480 days paid parental leave. This leave can generally be shared between the parents and used at any time before the child reaches the age of eight or until the child has completed the first year of school.	Maternity leave: minimum of 8 weeks after birth; work during 8th–16th week after birth only with consent of the employee. Paternity leave: voluntary at the discretion of employer, but employee can take day of birth off at full pay.	A female employee is entitled to maternity leave for 45 days with full pay after a medical completed more than one year of service. If she has completed less than one year, she will be entitled to the 45 days maternity leave with half pay. Employers may offer a more generous entitlement at the employer's discretion. At the end of the maternity leave, a female employee may be absent from work for a maximum period of 100 days without pay if the absence is caused by an illness. However, this is only possible if she is able to confirm this with a medical certificate stating that the illness was caused by the pregnancy or delivery. There are no paternity or parental leave entitlements which exist under UAE law. The Emirate of Sharjah is an exception allowing 60 days maternity leave and 2 days paternity leave.
Minimum notice periods	Employer: in year one and two: – six weeks, in years three to five – two months, in years 6 to 15 – three months, in years 16 to 25 – four months and from year 26 onwards – five months (different regulations in collective bargaining agreements – "CBA" – or in employment contracts possible if not to the detriment of the employee). Employees: four weeks (different regulations also possible) Blue Collar workers: according to applicable CBA's If no alternative agreement has been made, the employer may only terminate employment at the end of each calendar quarter (for employees – the end of the month).	**Service / Notice by the employer / Notice by the employee** 1st quarter / 2 weeks / 1 week 2nd quarter / 4 weeks / 2 weeks 3rd quarter / 6 weeks / 3 weeks 4th quarter / 7 weeks / 3 weeks 5th quarter / 8 weeks / 4 weeks 6th quarter / 9 weeks / 4 weeks 7th quarter / 10 weeks / 5 weeks 8th quarter / 11 weeks / 5 weeks Year 2 -3 / 12 weeks / 6 weeks Year 3 -4 / 13 weeks / 6 weeks Year 4-5 / 15 weeks / 7 weeks Year 5-6 / 18 weeks / 9 weeks Year 6-7 / 21 weeks / 10 weeks Year 7-8 / 24 weeks / 13 weeks Year 8-20 / +3 weeks per year / Remains 13 weeks	30 days during contract term but 3 days during probationary period.	Salaried employees: Notice by employee: one month. Notice by employer: up to five months: one month, up to two years and nine months: three months, up to five years and eight months: four months, up to eight years and seven months: five months, eight years and seven months or more: six months. Others: regulated by collective or individual agreement.	Notice given by the employee: French law only provides a minimum notice period for specific professions (1 month for nurses and journalists). Other professions' notice periods are set out in the CBA or employment contract. Notice given by the employer: the relevant notice period depends on statute and any applicable CBA. The statutory notice periods are as set out below, but are subject to any applicable CBA: – less than 6 months of service: 1 month or less – between 6 months to 2 years: 1 month – over 2 years' length of service: 2 months.	Notice by employer: up to two years: four weeks to 15th or last day of month; further increases based on years of service with expiry date always at month end: >two years: one month; >5 years: two months; >8 years: three months; >10 years: four months; >12 years: five months; >15 years: six months; >20 years: seven months; if probationary period up to six months: two weeks. Notice by employee: four weeks to 15th or last day of month; probationary period up to six months: two weeks; notice period for employee must not be longer than notice period for employer.	Notice by employer: first month: 0; up to two years: one week; thereafter: one week for each year of service up to maximum 12 weeks. Notice by employee: first month: 0; thereafter: one week. In the absence of express agreement, the common law may imply a longer notice period if it is reasonable.	Notice by employer: – up to 13 weeks: no notice – between 13 weeks up to two years: one week – between two up to five years service: two weeks – between five up to 10 years service: four weeks – between 10 up to 15 years service: six weeks – more than 15 years service: eight weeks – notice by employee: one week's notice If contract stipulates longer for either employer or employee that takes precedence.	Strictly ruled by CBA; depends both on level and seniority of the employee. Each CBA has its own provision. Executive notice periods can last 12 months.	Statutory notice by employer: contract<5 years: 1 month; 5–10 years: 2 months; 10–15 years: 3 months; >15 years: 4 months. Notice by employee: 1 month; under certain conditions, deviations (extension or reduction) by individual or CBA are possible. If individually agreed upon, the notice period of the employer has to be twice the notice period of the employee, with a maximum of 6 months notice period for the employee and 12 months for the employer	The minimum notice periods vary depending on the type of contract and length of service: permanent (depending on length of service): two weeks, one month or three months; fixed-term above six months (if stipulated): two weeks; probationary period (depending on length of probationary period): three days, one week or two weeks.	For employees covered by Employment Act: Between 1 day and 4 weeks depending on length of service; if notice period is not expressly set out in the employment contract. Notice period must be the same for the employer and the employee. For other employees, the notice period is governed by the employment contract. If no notice period is stipulated in the contract, notice should be reasonable in the circumstances.	Notice of employer: not required unless in an objective dismissal – 15 days; or is agreed in the contract or established in the CBA; Senior Management agreement minimum – three months, although this may be agreed up to six months. Notice by employee: usually 15 days agreed although CBA may modify this.	Both the employer and the employee are entitled to a notice period of at least one month. The employee is entitled to a notice period of at least: – two months – when employed at least two but less than four years – three months – when employed at least four but less than six years – four months – when employed at least six but less than eight years – five months – when employed at least eight but less than ten years – six months – when employed at least ten years	Statutory notice period by employer and employee: during probation period of the first 1–3 months (as specified in the employment agreement), seven days; during first year of service, one month to the end of a calendar month; during second to ninth year of service, two months to the end of a calendar month; as of 10th year of service, three months to the end of a calendar month. Form: In writing or oral, no justification required, unless requested by the employee.	The employer can terminate a contract of employment during the probationary period immediately without need to provide a valid reason or notice, unless the contract says otherwise. After the probationary period the employer must provide the employee with at least 30 days' notice (unless the contract provides for a longer notice period, in which case the longer period will apply). The employee must provide the employer with at least 30 days' notice at all times (unless the contract provides for a longer notice period in which case the longer period will apply).
Collective agreements	Very common – they apply for almost all employment relationships.	Companies – may be bound by collective bargaining agreements: (1) entered into at national level by the National Labour Council (2) entered into within their joint committee (sector level) (3) entered into at company level. Collective Bargaining Agreements ("CBA's") always have to be agreed with a representative from the trade union.	Collective agreements with trade unions are not widespread. Most collective agreements are negotiated at company level between management and employees, although the Government is encouraging more collective bargaining at regional or industry-wide level. Collective agreements set the minimum standards for individual employment contracts. Under applicable laws, collective bargaining agreements can cover compelling employers in the same industrial sector located in the same district. When considering restructuring, an employer must consult the union if the company has one.	Collective Agreements are commonly used and have fairly generic clauses. The collective agreements contain provisions regarding salary, working time, sickness, etc.	Collective Agreements are commonly used and have fairly generic clauses. The collective agreements contain provisions regarding salary, working time, sickness, etc.	Widely applied; apply if any of the following: (1) CBA declared universally applicable by minister (2) employer is member of contracting employers' organization and employee member of contracting TU (3) direct agreement with Trade Union (4) by reference in the contract	Collective agreements in the private sector are primarily agreed at company level, not at sector or national level. Collective agreement are more common in the public sector and, generally, collective bargaining is declining.	No mandatory trade union recognition. No statutory mechanisms for recognition or de-recognition. More common in traditional industries, such as construction or manufacturing and in the public sector. Newer industries such as pharmaceuticals and IT companies tend not to be unionized.	CBAs widely applied at different levels (company, branch, sector). If directly applied in the company, they directly rule the employment relationship; if not applied, the CBA of the sector in which the company operates, is considered a benchmark for assessing the fairness of any contractual provision.	Common in large industries or for large companies; negotiated between trade unions and employers or employers' organizations; binding for: (1) employer who is party to CBA or member of contracting employers' organization (2) other employers when CBA has been declared generally binding by minister	Not very common in the private sector; except in undertakings which were previously State owned.	The formation of trade unions is subject to the approval of the Registrar of Trade Unions. Further, a trade union must be formally recognized by the employer before it can represent the employees in collective bargaining. A collective agreement becomes operative only when certificated by the Industrial Arbitration Court, at which point it is deemed to be binding on the employer (or its successor) and on the relevant trade union and its members.	Employment relationships governed by a CBA depending upon the activity of the sector. The contract of employment must refer to the applicable CBA.	Commonly used; applies if the following: (1) employer member of contracting employers' organization and employee member of contracting Trade Union; (2) direct agreement with Trade Union; (3) by reference in employment contract	Common in certain sectors, employer is bound if any of the following applies: (1) collective employment agreement declared universally applicable by responsible federal or cantonal authority; (2) employer is member of contracting employers' organization and employee member of contracting employees' association; (3) direct agreement with employees' association; (4) by reference in the individual employment contract.	None.
Confidentiality	Clauses in statutory laws. However, extensions are commonly contained in employment contracts.	Confidentiality clauses are commonly used.	Confidentiality obligations can be agreed in the employment contract.	Confidential Information protection clauses are commonly used and these are fairly generic clauses. According to the Danish Marketing Practices Act section 1 and 19, the employee must observe his/her principle of loyalty, whether expressly stated or not.	Commonly used.	Yes, confidentiality clauses in contracts of employment are commonly used, fairly generic clauses.	Clauses protecting confidentiality are commonly used; fairly generic clauses based on statutory provision.	Commonly used; fairly generic clauses.	Confidentiality provisions are commonly used.	Confidential information clauses are commonly used, these are fairly generic clauses.	Even in the absence of express terms in the employment contract, an employee is obliged not to disclose the confidential information relating to his employer under the implied term of good faith. Likewise, an employer is obliged under the implied term of trust and confidence not to disclose confidential information relating to his employees.	Commonly used; fairly generic clauses.	Confidentiality clauses are commonly used.	Statutory confidentiality applies during and after employment. Common use of further confidentiality clauses in the individual employment contracts.	Confidentiality clauses are permitted.
Local language requirement	There is no local language requirement, but employee must understand the contract.	Depending on where in Belgium the company is located (i.e. Wallonia, Flanders or German region); the contract has to be written in French, Dutch or German. In Brussels Capital (which is bilingual French and Dutch), the employee can choose to have the contract in either French or Dutch.	There is no local language requirement under the PRC labor law. However, many local regulations provide that an employment contract must be written in Chinese language; if the employment contract is written in both Chinese and a foreign language, the Chinese version shall prevail.	None, but the employee must understand the contract.	The employment contract and any contractual documentation must be written in French.	None, but the employee must understand contract.	None, but employee must understand contract.	None, but an employee must understand provisions, particularly Health and Safety provisions, which sometimes necessitates translation into employee's language.	None, but employees must understand the content of the contract.	None, but the employee must understand the contract.	If the work is to be performed in Poland and the employee is Polish (has his/ her domicile in Poland) the employment contract and employment documentation must be in Polish. Foreign employees may request a foreign language contract. Bilingual contracts are allowed.	There is no local language requirement but a contract is usually written in English (the common language for business and administration in Singapore).	None, but employee must understand the contract and it is possible that the Employment Office where the employment contract should be registered, may require the Company to provide a Spanish translation	None, but the employee must understand the contract.	None, but employee must understand the provisions of the employment contract.	All employees must enter into a prescribed form contract which is in dual text (English/ Arabic).

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