

Guide to European Employment Law

covering selected European jurisdictions –
key provisions and practical implications
for employers

White Paper

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Introduction

International expansion into European markets has become both more accessible and more complex in recent years. The European Union has created unprecedented opportunities for cross-border business operations, yet the wider European employment law landscape – including the European Economic Area and additional European jurisdictions – remains diverse and fragmented, with each country applying its own sophisticated regulatory framework.

As we advise our clients on international expansion strategies, our thoughts led to wondering about the practice of employment law across different European jurisdictions: were there common patterns that could guide international employers? What conclusions could be drawn from the experiences of companies that had successfully navigated multiple European markets?

We therefore decided to publish a White Paper on the subject of European employment law, bringing together comprehensive research with the practical expertise of our Grant Thornton colleagues across Europe, covering the current regulatory frameworks in 15 key jurisdictions in the wider European region. **Our objective is to present a clear overview of employment law as it stands today across Europe, providing practical guidance for international employers seeking to understand the regulatory landscape in their target markets.**

In collaboration with our European network, **we reached out to our peers across the continent**, and we are now proud to present this comprehensive overview with contributions from Germany, France, Belgium, the Netherlands, Switzerland, Italy, Spain, Portugal, Poland, the Czech Republic, Lithuania, Latvia, Estonia, Ukraine and Georgia. While this White Paper focuses on these selected jurisdictions, together with Grant Thornton employment lawyers and our best-friend law firm network across Europe, we provide employers with both in-depth local regulatory expertise and integrated cross-border strategies for their European operations.

The research for our White Paper reveals a detailed picture of Europe's current employment law landscape, which is complex in its diversity, but navigable with proper understanding of the specific requirements of each jurisdiction. For international employers, mastering both regulatory compliance and operational efficiency within these established frameworks is essential for successful European expansion. Our many years of shared experience show that successful international companies are those who understand both the common threads of European employment law and the critical differences that can impact their operations. This White Paper serves as a practical reference guide, documenting the established legal frameworks that international employers must work within.

Presented below are the main employment law frameworks as applied in 15 European countries, covering immigration requirements, contract types, working time regulations, remuneration, termination procedures, and compliance obligations. We leave it to you to discover the differences as well as the many similarities that exist within our different national legislations.

Enjoy your reading ...

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Notes

For reasons of better readability, we have refrained from using gender-specific language forms in this report and have used the generic masculine. This does not change the fact that mutual respect, diversity and differences are an integral part of our corporate culture and are actively promoted by us, and that personal designations refer to all genders accordingly.

Germany



Entitlement to Reside and Work in Germany

Nationality	Employment and residency permit
German nationals	Not required.
EU/EEA and Swiss Nationals	Employment permit not required. Registration with local authorities may be required for stays over 3 months.
Family Members of EU/EEA/Swiss Nationals (who are not EU/EEA/Swiss citizens themselves)	Entry visa required unless exempt based on nationality (listed below). Must apply for a residence permit at the local Immigration Office after arrival. Employment is permitted once the residence permit is granted.
Nationals of Australia, Canada, Israel, Japan, New Zealand, Singapore, South Korea, Taiwan, United Kingdom, USA	Visa-free entry for up to 90 days is possible, but employment is only permitted after obtaining a residence permit. The residence permit can be applied for after entering Germany.
Third-country Nationals	Visa, employment and residence permit required. Various categories available depending on qualifications and purpose.

Types of Permits	Description
Work Permit	Most common for short-term and seasonal employment; must be accompanied by a residency permit.
EU Blue Card	Long-term residence and employment permit for highly qualified professionals with university degree and job offer in Germany. As of 2026, the minimum gross annual salary required is EUR 50,700. A lower threshold of EUR 45,934.20 applies for shortage occupations (e.g. scientists, mathematicians, engineers, doctors, IT specialists) requiring approval by the Federal Employment Agency. Valid for up to 4 years.
Skilled Worker Visa	Long-term residence and employment permit for qualified professionals with vocational training or a university degree. Requires a job offer and recognition of qualifications.
Intracompany Transfer Card	Long-term residence and employment permit for employees transferred within multinational companies. Valid for up to 3 years for managers/specialists, 1 year for trainees.
Job Seeker Visa	For qualified professionals to search for employment. Valid for 6 months, non-renewable. Employment only after obtaining a corresponding residence and employment permit.

Types of Employment

Type of Work Agreements	Description
Employment Contract	For an indefinite period (unlimited in time) Standard employment contract without end date. Most common form. For a definite period (limited in time) Without objective reason: maximum 2 years, renewable up to 3 times, only allowed if no prior employment relationship with the same employer existed. With objective reason (e.g. temporary replacement, project work): no limit to duration or number of renewals. Any fixed-term contract needs to be signed (original wet ink) before the start of employment -otherwise the time-limitation is invalid. Risk: unlimited contract.
Part-time Contract	Reduced working hours compared to full-time.
Mini-Job	Employment up to EUR 603 per month (as of 2026). Employer pays flat-rate social security contributions. Employees do not pay social security contributions except for pension, which can be opted out of. Income is generally not subject to individual wage tax withholding for employees if the employer applies the uniform 2% flat-rate tax.

Agreements on Work Performed Outside an Employment Relationship

Type of Work Agreements	Description
Freelance Work	Self-employed contractor without employment law protection. Risk of reclassification if employment-like characteristics are present (e.g. personal dependency, integration into client's operations, lack of entrepreneurial risk). Reclassification may trigger employer duties, retroactive social security contributions, tax, fines, and potential criminal liability.
Result-Based Service Agreement ("Werkvertrag")	Delivery of a specific result, often using own staff. If contractor's staff follow client's instructions or are integrated into client's operations, this may be deemed hidden employee leasing, leading to legal presumption of employment which can trigger employer duties, retroactive social security contributions, tax, fines as well as administrative fines.
Employee Leasing	Temporary assignment via licensed staffing agency. Equal pay applies. Max. 18 months per client. Workers remain employed by the agency. Client may be secondarily liable for social security contributions.

Probationary Period

Status of Employee	Description
All Employees	Maximum 6 months probationary period possible. It must be explicitly agreed between the parties.

Working Time

Aspect	Description
Statutory Weekly Working Time	Standard: 40 hours per week (8 hours per day, Monday-Friday) Maximum: 48 hours per week average over 6 months or 24 weeks
Part-Time Work	Freely negotiable. During employment, employees may request a permanent reduction after 6 months if the company has >15 employees. In addition, in companies with >45 employees, they may request a temporary reduction for a period between one and five years, after which they automatically return to their original working hours.
Maximum Shift Length	10 hours per day maximum but must average 8 hours per day over 6 months/24 weeks.
Overtime Work	Must generally be compensated by time off or payment (for details reg. remuneration see below).
Scheduling Working Time	Monday-Saturday are workdays. Sunday/holiday work generally prohibited (exceptions for certain industries).

Rest Periods

Types of Rest Period	Description
Meal and Rest Break	Minimum 30 minutes after 6 hours work, 45 minutes after 9 hours. Can be split into 15-minute periods.
Uninterrupted Daily Rest	Minimum 11 hours between workdays
Uninterrupted Weekly Rest	Minimum 24 hours continuous rest per week (usually Sunday)

Leave and Impediments to Work

Types of Leave and Impediments to Work	Description
Annual Leave	Minimum 20 days (5-day working week) or 24 days (6-day working week). Typically, 25-30 days in practice. Full annual entitlement after 6 months of employment.
Unpaid Leave	By mutual agreement between employer and employee.
Maternity Leave	6 weeks before birth, 8 weeks after birth (12 weeks for multiple births/premature births). Full pay continues.
Paternity Leave	No statutory paternity leave. Planned 10-day paid leave has been politically shelved but parental leave remains available.
Parental Leave	Up to 3 years per child until child's 8th birthday. Can be taken by either parent or shared. For this time, they can receive statutory parental leave allowance (paid by the state, not the employer); employment contract is suspended but job protection applies.
Other Important Personal Impediments to Work	Short-term leave for personal reasons may be granted under §616 German Civil Code (BGB) for events such as death of family member, birth of child, etc. Often contractually excluded.
Sick Leave	6 weeks on full pay, then reduced sick pay from health insurance

Remuneration

Types of Remuneration	Description
Minimum Wage	EUR 12.82 per hour (January 2025), EUR 13.90 per hour (January 2026), EUR 14.60 per hour (January 2027). Higher rates may apply under collective agreements, if applicable.
Overtime	Must be compensated by time off or payment, typically at the regular hourly rate. Including a limited number of overtime hours (e.g. 10–20 %) in the base salary is allowed in this case. In exceptional cases (e.g. annual income above the social security contribution ceiling for pension and unemployment insurance: EUR 101,400 in 2026), lump-sum compensation or inclusion in regular salary may be explicitly agreed in the employment contract.
Working on Public Holidays	Generally prohibited. If permitted (in fields like the security sector), compensatory time off is required; additional pay may apply if contractually agreed.
Night Work	Must be compensated by either paid time off or a premium (25% is common). No statutory rate; compensation must be appropriate and may be defined by contract or collective bargaining agreement (CBA).
Working in Difficult Working Environment	Extra pay may apply for physically or mentally demanding work (e.g. heat, noise, hazardous substances), based on collective or individual agreements.

Working on Saturday and Sunday Sunday work generally prohibited; permitted only in exceptional cases and must be compensated by time off. Saturday is a regular working day; no extra pay unless agreed by contract or collective agreement.

Benefits and Bonuses Common examples include 13th month salary, vacation bonus, company car, and pension contributions. Freely negotiable, but German case law imposes strict limits on contractual clauses such as “voluntariness” or “revocability”: Bonuses and benefits may become binding through company practice or be deemed remuneration if regularly paid, even if labelled as “voluntary.”

Statutory Contributions and Income Tax

Statutory Contributions	Paid by Employers	Paid by Employees
Health Insurance Contribution	7.3% + average additional contribution (approx. 1.45% in 2026)	7.3% + average additional contribution (approx. 1.45% in 2026)
Nursing Care Insurance Contribution	1.8% (2026)	1.8% (2026), +0.6% for childless employees >23
Pension Insurance Contribution	9.3% (2026)	9.3% (2026)
Unemployment Insurance Contribution	1.3% (2026)	1.3% (2026)
Accident Insurance Contribution	100% (rate depends on industry, paid by employer only)	
Personal Income Tax	Progressive income tax (approx. 0% to 45%), based on income and withheld by the employer via payroll.	

Termination of Employment

Termination Circumstances	Description
Termination Agreement	Mutual agreement to end employment. No notice period required. While a severance payment is not mandatory, it is often negotiated as part of the agreement.
Notice of Termination and Notice Period	Employer: Must comply with statutory notice periods and dismissal protection rules. The parties of the employment contract can agree on a longer period for both sides. Statutory Notice Periods: Duration: First 2 years: 4 weeks to 15th or end of month, then after 2 years: 1 month to end of month 5 years: 2 months to end of month 8 years: 3 months to end of month 10 years: 4 months to end of month 12 years: 5 months to end of month 15 years: 6 months to end of month 20 years: 7 months to end of month Employee: Subject to statutory notice periods; shorter periods may apply if contractually agreed.

Ordinary Termination without Dismissal Protection	If the German Protection Against Dismissal Act (KSchG) does not apply (≤ 10 employees or < 6 months employment), no fair reason is required. However, termination must not be discriminatory or in bad faith.
Immediate Termination	Independent from the application of the German Protection Against Dismissal Act (KSchG), permitted only for a reason which makes it unreasonable for the employer to continue employment until the expiry of the notice period. Must be declared within 2 weeks after becoming aware of the facts giving rise to the termination.
Termination within a Probationary Period	A probationary period of up to 6 months is permitted. During this time, the statutory notice period is a minimum of 2 weeks.
Other Circumstances	The German Protection Against Unfair Dismissal Act (KSchG) applies to companies > 10 employees and employment > 6 months. Termination must be for a fair reason (operational, personal, or conduct-related reasons). Terminating employment must be the ultima ratio.
Severance Pay	No statutory entitlement. May be agreed in termination agreement or provided by collective agreement. Typical rule (not legally binding): 0.5 monthly salaries per year of service.
Formal Requirement	All terminations must be in writing and signed (wet ink) by a person empowered to legally represent the employing company – or by the employee – to be effective under German law. Electronic forms (e.g. email, scan, fax) are not sufficient.
Payment in Lieu of Notice	Payment in lieu of notice, as known in other jurisdictions, is not permitted. Employment continues until the end of the notice period, even if the employee is released from duties and paid in full. However, the parties may mutually agree to terminate employment earlier by concluding a termination agreement, setting the end date before expiry of the notice period. This may negatively affect unemployment benefits, as the employee is considered to have contributed to their own unemployment.

Disclaimer:

Note that the above overview only includes the general rules, applicable as of 1 January 2026. The overview is not intended to be exhaustive.

France



Entitlement to Reside and Work in France

Nationality	Employment and Residency Permit
French nationals	Not required.
EU/EEA and Swiss Nationals	Employment permit not required. Residency permit not required.
Third-country Nationals Working in the EU	Employment permit not required. Residency permit may be required.
Third-country Nationals working for a Period ≤ 3 months, and in Specific Fields (Sporting, Cultural, Artistic, and Scientific Events, Conferences, Seminars, Trade Fairs, etc.)	Employment permit not required. Residency permit not required.
Non-European Third-country Nationals (EU+ EEA+Switzerland)	Residency permit may be required. Employment permit may be required (rules may vary depending on the residency permit, e.g. talent residence permit, private and family life residence permit, etc.).

Main Types of Permits	Description
Employee Temporary Residence Permit	Indefinite-term employment contract, prior work permit, compliance with conditions of employment and employer Application by employer, examination by prefect.
Temporary Workers	Fixed-term contract or secondment, prior work permit Application by employer, review by the prefect.
Multiannual "Seasonal Worker" Residence Permit	Seasonal employment, commitment to reside outside France, prior work permit. Application by employer, examination by the prefect.
Qualified Employee ("Talent")	Diploma ≥ master's degree, employment contract, salary threshold Salaried activity justifying issue.

Duration and Validity	Description
Duration	Valid for the period specified in the employment contract or letter of assignment. The work permit is usually valid for 12 months and is renewable, except for "talent" permits (4 years)
Validity	Specific work permits allow the holder to engage in salaried employment for (i) any employer or for a specific employer only and/or (ii) in one or more specific geographical areas.

Types of Employment

Type of Work Agreements	Description	
Employment Contract	Fixed-term contract	A fixed-term contract might be concluded for the performance of a specific and temporary task (temporary increase of activity, replacement, etc.), and only in the cases listed by law. Can be concluded for a maximum period of 18 months and can be renewed without exceeding 36 months.
	For an indefinite term	The standard and most common form of employment contract. Employers must therefore use this type of contract unless they can use another type of contract (e.g. fixed-term contract), in compliance with French legal requirements.

Probationary Period

Status of Employee	Duration (according to legal provisions)
Regular Employee or Worker	Maximum of 2 months, renewable once.
Supervisor or Technician	Maximum of 3 months, renewable once.
Executive	Maximum of 4 months, renewable once.

*An employer who terminates the probationary period must give notice between 24 hours and one month, depending on the duration the employee has spent in the company.

Working Time

Aspect	Description
Statutory Weekly Working Time	Standard: 35 hours per week, usually distributed over five working days, 151,67 hours per month, 1607 hours per year.
	Annual agreement in days: employees are not subject to the statutory weekly working time. It can be implemented according to CBA or company agreements provisions, for autonomous employees and is subject to guarantees in terms of health and safety (namely monitoring of days worked and review of the workload). In any event, the clause in the employment contract must be carefully worded after checking the provisions of the CBA or company agreement. French case law is very strict in cases of non-compliance (in particular, overtime pay for the last three years and/or damages).
	Maximum weekly working time: 48 hours per week, or 44 hours per week on average over a period of 12 consecutive weeks.
Part-Time Work	May be agreed upon by the employer and employee. Requires a written employment contract including specific clauses.
Maximum Shift Length	10 hours.

Overtime	Exceptionally only. The annual legal overtime quota per calendar year is 220 hours. This may vary depending on the applicable CBA, which may determine the conditions for working overtime beyond the quota. Overtime work is theoretically paid only if it has been required by the employer.
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Scheduling Working Time	Working hours are scheduled by the employer. The employer may in theory freely modify the employee's working hours, except in a few exceptional cases (e.g. night work)
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Rest Periods

Types of Rest Period	Description
Meal and Rest Break	A break of at least 20 minutes must be provided after 6 hours of continuous work. Not counted as working time.
Uninterrupted Daily Rest	An uninterrupted daily rest period of at least 11 consecutive hours must be provided every 24-hour period. This minimum duration may be derogated in cases limited by law (e.g. emergencies, or for activities characterised by the need to ensure continuity of service or by split periods of intervention).
Uninterrupted Weekly Rest	Employees must be given a weekly rest period of at least 24 consecutive hours, in addition to 11 consecutive hours of daily rest (i.e., a total of at least 35 consecutive hours of weekly rest). Under certain circumstances, weekly rest may be suspended or deferred.

Leave and Impediments to Work

Types of Leave and Impediments to Work	Description
Annual Leave	The statutory minimum is 5 weeks of paid leave per calendar year (2.5 working days of paid leave per month).
Unpaid Leave	May be provided based on an agreement between the employer and the employee.
Maternity Leave	16 weeks, 26 weeks from the third child. Potentially 46 weeks for triplets or more. The employee receives maternity benefit paid by the Social Security Authority.

Paternity Leave	28 days (including the 3 birth days), increased in case of multiple births. The employee receives paternity benefit paid by the Social Security Authority.
Parental Leave	1 year, renewable twice, until the child's third birthday. 1 year, renewable 5 times, until the child's sixth birthday, if 3 or more children were born simultaneously.
Additional Birth Leave	1 or 2 months for each parent – applicable as from 1 July 2026.
Sickness Leave	The employee is entitled to sickness insurance benefits amounting to 50% of their average earnings, for a maximum period of 12 months of daily benefits per period of 3 consecutive years.

Remuneration

Types of Remuneration	Description
Minimum Wage	The employer must comply with the minimum wage when remunerating employees. The minimum monthly wage currently stands at EUR 1,823.03 gross for 35 hours per week.
Overtime	Each hour of overtime must be compensated at least at 25% for the first 8 overtime hours (36 to 43 hours) and 50% as from 44 hours
Working on Bank Holidays	1 May is a mandatory non-working day. For other bank holidays, CBAs define which days must be taken off work and the compensation due. In the absence of an agreement, the employer determines which bank holidays will be observed.
Night Work	The employee is entitled to mandatory compensatory rest, to which a salary increase may be added.
Working on Sundays	Authorisation may be permanent or temporary, bylaw or granted by the mayor or the prefect. The employee is entitled to mandatory compensatory time off, to which a salary increase may be added.
Variable Remuneration	Variable remuneration may be provided for in the employment contract. Clear and achievable objectives must have been set at the beginning of the financial year. Discretionary bonus might also be paid.

Statutory Contributions and Income Tax

Statutory Contributions paid by the Employer

Health, Maternity, Disability, and Death Insurance Contribution	13% if remuneration > 2.25 minimum wage. 7% if remuneration ≤ 2.25 minimum wage.
Family Allowance Contributions	5.25% if remuneration > 3.3 minimum wage. 3.45% if remuneration ≤ 3.3 minimum wage.

Old age Insurance	2.11% of the entire salary 8.55% of the portion of salary capped at the social security ceiling (EUR 48,060 for 2026).
Workplace Accident and Occupational Illness Contributions	May vary depending on the company. In 2026, the national average net rate is 2.08%
Unemployment Insurance and Wage Guarantee Insurance	4.00% of the portion of salary capped at 4 social security ceilings.
Contribution to the National Housing Assistance Fund (Fnal)	0.10% for companies with fewer than 50 employees (on the portion of salary capped at the social security ceiling) 0.50% for companies with at least 50 employees
AGS	0.25% on the portion of salary capped at 4 social security ceilings.
Contribution to Social Dialogue	0.016%
Contribution Solidarity Autonomy (CSA)	0.30%
Training Contribution and Apprenticeship Tax	Company with fewer than 11 employees: 0.55% Company with at least 11 employees: 1%
Complementary Pension Contributions – Agirc Arrco	4.72% on the portion of salary capped at the social security ceiling. 12.95% on the portion of salary between 1 and 8 social security ceilings.
Statutory Contributions Paid by the Employee	
Old Age Insurance	0.40% on the entire salary 6.90% on the portion of salary capped at the social security ceiling.
CSG	9.20%
CRDS	0.50%
Complementary Pension Contributions – Agirc Arrco	3.15% on the portion of salary capped at the social security ceiling. 8.64% on the portion of salary between 1 and 8 social security ceilings.
Personal Income Tax	Between 0% and 45% for highest incomes, paid by the employee.

Disclaimer:

Note that all the above corresponds to the main rules, which may depend on several specificities. It is applicable as of 1 January 2026 and is not exhaustive.

Termination of Employment

Termination Circumstances	Description
Agreed Termination	The employment contract might be terminated by a mutual agreement ("agreed termination") between the employer and the employee. A specific procedure must be followed: interview with the employee, request for approval by the administration, etc.
Dismissal (Specific procedures must be complied with)	Termination on personal grounds: The employer may dismiss an employee for personal reasons, for instance if they commit misconduct in the course of their duties or in case of poor performance. The employer summons the employee to a preliminary interview and notifies them of the dismissal. Redundancy: Results from one of the following economic causes: economic difficulties, technological changes, reorganisation of the company necessary to safeguard its competitiveness, or cessation of the company's activities. Notice period: Varies between 0 and 3 months depending on the employee's seniority, provided that a CBA or the employment contract does not guarantee a more favourable notice period for the employee. Severance pay: Except when dismissed for misconduct or serious misconduct, the employee is entitled to severance pay depending on the length of employment and compensation for notice.
Resignation	The employee might resign on their own initiative. The notice period is generally determined by the applicable CBA. The employee does not receive severance pay or unemployment insurance benefits (except in specific circumstances).

Belgium



Entitlement to Reside and Work in Belgium*

Nationality	Work and Residency Permit
Belgian Nationals	Not required.
EU/EEA and Swiss nationals	Not required.
Third-country Nationals**	Required.
Types of Permits	Description
Work Permit	For short-term work (less than 90 days), frontier workers and au pairs.
Single Permit	Long-term residence and work permit that allows third-country nationals to live and work in Belgium.
European Blue Card	Specific form of single permit for highly skilled third-country nationals.

* Authorisation to reside is a national competence. Authorisation to work is a regional competence (Flanders, Walloon Region, Brussels Capital Region) and the rules can vary per region.

** Under strict conditions, third-country nationals may be exempted from obtaining a work and/or residency permit, depending on their job (e.g. journalists), employment situation (e.g. posted employees) or personal situation (e.g. family member of an EU national).

Types of Employment

Type of Employment Contracts	Description	
Duration	Open-ended	Applies if expressly stated or if no specific duration of employment is agreed upon in the contract.
	Fixed-term or clearly identified work	Maximum 4 consecutive fixed-term employment contracts, provided that the duration of each of these contracts is not less than three months and the total duration of these contracts does not exceed two years.
Type of Work	Blue-collar worker	Mainly performs manual labour.
	White-collar worker	Mainly performs intellectual work.
	Sales representative	White-collar worker with a special status, whose primary task is to seek out and visit clients with the aim of negotiating and concluding business.
	Other	Student, temporary agency worker, domestic worker, etc.

Employment Ratio	Full-time	In principle: 38 hours per week but deviations may apply depending on sectoral or company agreements.
	Part-time	Work that is performed voluntarily and regularly for a shorter period than the normal working hours in the company.

Probationary Period

Abolished as from 1 January 2014, except for student contracts and temporary agency workers

Working time

Aspect	Description
Statutory Weekly Working Time	Standard: 38 hours per week (annual average basis), usually distributed over five working days. Working time limitations: 8 hours per day and 40 hours per week, but always 38 hours per week on an annual average. Various deviations on working time limitations.
Part-Time Work	May be agreed by the employer and employee. Requires a written employment contract including specific clauses.
Maximum Shift Length	12 hours
Overtime	Only exceptionally and in the events provided for by law. No maximum overtime hours but outstanding overtime may never exceed 143 hours. At the end of the calendar year, all overtime hours must be compensated by paid leave so that the average working time of 38 hours per week is respected (exceptions may apply). Overtime entitles the employee to paid compensatory leave and, where applicable, overtime pay (exceptions may apply).
Scheduling Working Time	Working hours are scheduled by the employer; the employee may schedule their own working hours, whether on-site or remote, but only based on a written agreement with the employer.

Rest Periods

Types of Rest Period	Description
Meal and Rest Break	A break of at least 15 minutes must be provided no later than after 6 hours of continuous work; not counted as working time.
Uninterrupted Daily Rest	An uninterrupted daily rest period of at least 11 consecutive hours must be provided within every 24-hour period; exceptions may apply.
Uninterrupted Weekly Rest	An uninterrupted weekly rest period of at least 24 hours must be provided, taken together with the uninterrupted daily rest period, which must immediately follow, i.e. a total of at least 35 hours; exceptions can apply.

Leave and Impediments to Work

Types of Leave and Absences	Description
Annual Leave	The statutory minimum is 4 weeks of paid leave per calendar year, equivalent to approximately 20 working days (or 24 days based on a 6-day work week). Vacation rights are accrued based on the services performed for the employer in a calendar year (the vacation services year) and are to be taken in the following calendar year (the vacation year).
Unpaid Leave	May be provided based on an agreement between the employer and the employee.
Maternity Leave	15 weeks. 15 (or 17) weeks in case of multiple births. The employee receives maternity allowance paid by the health insurance fund.
Paternity Leave or Birth Leave	20 days to be taken within 4 months after the birth of the child. The first three days are paid by the employer. Then an allowance is paid by the health insurance fund.
Parental Leave	Each parent is entitled to take up parental leave in order to take care of children under 12 years. There are 4 types of parental leave: full-time (max. 4 months), part-time (max. 8 months), 1/5th (max. 20 months), 1/10th (max. 40 months). The types of parental leave can be combined (e.g. 2 months full-time, followed by 4 months part-time). During parental leave an allowance is paid by the National Employment Office.
Other types of Absences	For certain personal reasons, the employee is provided with paid or unpaid leave for a period of several days or as long as strictly necessary, depending on the nature of the event. Examples: palliative leave, leave for medical assistance, leave for compelling reasons, leave of absence.
Sickness Leave	An employee who is incapable of working due to sickness or an accident is paid by the employer during the first 30 days of incapacity. After that period, he is entitled to an allowance paid by the health insurance fund.

Remuneration

Types of Remuneration	Description
Minimum Wage	The employer must comply with the minimum wage as laid down in the applicable sectoral collective labour agreement concluded in the joint committee.

Vacation Allowance	92% of the gross monthly salary, usually paid in May/June each year. Paid by the employer for white-collar workers. Similar to vacation rights (annual leave), entitlement to the vacation allowance is accrued based on the services performed for the employer in a calendar year (the vacation services year) and are to be taken in the following calendar year (the vacation year).
Overtime Compensation	Paid compensatory time-off (100% of salary). If applicable, payment of overtime salary: • 50% for overtime on Monday to Saturday • 100% for overtime on Sunday and public holidays.
Working on Public Holidays	Paid compensatory leave (100% of salary) and payment of overtime salary equal to 100% of the salary.
Night Work	Payment of a supplement as laid down in the applicable sectoral collective labour agreement concluded in the joint committee (if none exists, the national collective labour agreement applies, i.e. a premium of EUR 1.51 per hour and EUR 1.82 per hour for employees > 50 years).
Benefits and Bonuses	Mandatory benefits are often laid down in sectoral collective labour agreements concluded in the joint committee. Examples: year-end premium, eco vouchers, pension scheme.

Statutory Contributions and Income Tax

Statutory Contributions	Paid by Employers	Paid by Employees
Social Security Contribution	For white-collar workers: app. 25% on top of gross salary for white-collar workers For blue-collar workers: app. 35% on top of gross salary	13.07% of gross wage
Personal Income Tax (Rates for Income Year 2026)	Rates withholding taxes employees: From EUR 0.01 to EUR 16,710.00: 26.75% From EUR 16,710.01 to EUR 29,500.00: EUR 4,469.93 + 42.80% on the bracket above EUR 16,710.01 From EUR 29,500.01 to EUR 51,050.00: EUR 9,944.05 + 48.15% on the bracket above EUR 29,500.01 More than EUR 51,050.00: EUR 20,320.38 + 53.50 % on the bracket above EUR 51,050.00	

Termination of Employment

Termination Circumstances	Description
Termination Agreement	An agreement between the employer and the employee; written form is required.
Notice of Termination and Notice Period	By either the employer or the employee. Strict formalities must be complied with that differ for employer and employee (sanction: irregular termination resulting in immediate termination and the payment of a notice indemnity). Notice period depends on seniority of the employee (NB: only 1 week during the first 6 months of employment). No reason for termination required, but employee can formally ask the employer to motivate the dismissal (leading to a specific procedure). Dismissal may not be reasonably unfair and discriminatory (may lead to payment of additional compensation).
Immediate Termination with Payment of Notice Indemnity	By either the employer or the employee. No formalities required. Amount of notice indemnity is equal to the current salary (including benefits acquired under the employment agreement) corresponding either to the duration of the notice period or to the remaining part of that period. No reason for termination required, but employee can formally ask the employer to provide grounds for the dismissal (leading to a specific procedure). Dismissal may not be reasonably unfair and discriminatory (may lead to payment of additional compensation).
Immediate Termination for Urgent Reason	Immediate termination of an employment contract due to serious misconduct that makes professional cooperation permanently impossible. No notice period or notice indemnity. Very strict procedure and deadline: • The employer must dismiss the employee within three working days of obtaining sufficient certainty about the misconduct • The employer must communicate the reason in writing within three working days of the date of the dismissal.

Disclaimer:

Note that the above overview only includes the general rules, applicable as of 1 June 2026. The overview is not intended to be exhaustive.

The Netherlands



Entitlement to Reside and Work in the Netherlands

Nationality	Work and Residence Permit
Dutch nationals	Not required.
EU/EEA and Swiss Nationals	Work permit not required. Residence permit not required.
Non-European Third-country Nationals (TCNs)	In the Netherlands, residence and work permits are granted together by the immigration authorities (IND). Joint residence + work permit required. (Rules may vary depending on the permit: <i>for example, a valid residence permit for the purpose of stay with family includes the right to work freely</i>).
Third-country Nationals Working for a Period ≤ 3 months (including Sporting, Cultural, Artistic, Scientific and Academic events, Conferences, Seminars, Trade Fairs, etc.)	Work permit required from the Dutch Employee Insurance Agency (UWV), but there are some exceptions. TCNs need a work permit for even just 1 or 2 days of work. It is best to consult with our immigration team, as the rules vary depending on the type of work.
Main Types of Employment-based Residence Permits	Description
Requirements that Apply to Everyone Requesting a Residence Permit in the Netherlands	• Holds a valid passport • Signed antecedents certificate • Meets salary requirements • Obligation for TB test (depends on the country in question) • Must register at the municipality
Highly Skilled Migrant Residence Permit	• Above requirements • Fixed-term contract (≥ 3 months) or indefinite contract with employer in the NL • Employer must be a recognised sponsor with the IND • Application lodged by employer • Salary threshold applies (option for reduced salary)
EU Blue Card Residence Permit	• Above requirements • Fixed-term contract (≥ 3 months) or indefinite contract with employer in the NL • Employer does not need to be a recognised sponsor with the IND • Application lodged by employer • Academic and/or work experience requirements • Salary threshold applies (option for reduced salary)

Intra-Corporate Transfer Permit

- Above requirements
- Transferred from outside the NL to a branch of the same company within the NL
- Employed at home entity outside of the EU for 3+ months prior to transfer
- Transfer letter meeting the IND's requirements (maximum 3-year secondment, then transfer to branch outside of the EU)
- Employer does not need to be a recognised sponsor with the IND
- Application lodged by employer
- Academic and/or work experience requirements
- Salary threshold applies

****The Netherlands also has permits for researchers, self-employed people, and trainees. Various requirements apply.**

Duration and Validity	Description
Duration	The permit is valid for the period specified in the employment contract or assignment letter (from 3 months up to a maximum of 5 years): • For indefinite employment contracts a permit is issued for 5 years. • Intra-corporate transfer (ICT) permits are granted for a maximum of 3 years and cannot be renewed.
Validity	Most employment-based permits only allow the holder to engage in salaried employment for a specific employer and is tied to that employer. If employment is terminated, the employee has 3 months to find employment with a new sponsor with the IND. Otherwise the permit becomes invalid and can result in revocation of the residence permit under certain conditions.

Types of Employment

Type of Work Agreements	Description
Employment Contract	Different types of contracts Different kinds of employment contracts are possible, temporary and permanent contracts, on-call contracts, min/max-contracts. It is common practice in the Netherlands to start off with a temporary contract, followed by either another temporary contract or a contract for an indefinite term.
	Chain of temporary contracts 3 temporary contracts within a maximum period of 3 years form a so-called chain of contracts. After this, any following contract must be a permanent contract. Specific exceptions might be outlined in a relevant CBA or for employees who have reached the retirement age. The chain is broken when there is a minimum period of 6 months between the contracts. After that, the count restarts from the beginning.

Probationary Period

Length of Contract	Duration (according to legal provisions)
Contract of 6 Months or Less	No probationary period allowed.
Temporary Contract of 6+ Months	One-month probationary period.
Temporary Contract of 24+ Months or Indefinite-term Contract	Two-month probationary period.

Working Time

Aspect	Description
Hours of Work	The maximum working time, including overtime, is fixed to 12 hours per shift and 60 hours per week. Measured over a 4-week period, the average working time is fixed to 55 hours per week, and measured over a 16-week period, the working time may not exceed 48 hours. Furthermore, in general an employee must have 11 hours of rest every day, which can be limited once every week to 8 hours, and 36 contiguous hours once every week or 72 hours every 2 weeks. The employee is entitled to short breaks. Applicable CBAs may contain different provisions.
Overtime	There are no statutory rules for overtime. Overtime can be reimbursed in salary, time off or not at all. It is quite common to find stipulations about overtime in applicable CBAs. When overtime turns out to be structural, an employee has the option to claim that the employment agreement should be amended, with the over-time hours as his/her normal hours.
Working on Sunday/ Bank Holidays	Working on Sunday and/or bank holidays is not prohibited. CBAs may state otherwise or grant an allowance for these hours worked.
Night Work	Allowances for hours worked during the night are not mandatory but can be agreed upon unless this is stipulated in an applicable CBA.
Adjustment of Working Hours/Place/Times	Based on Dutch legislation, an employee who has been employed for at least 26 weeks is entitled to ask for fewer or extra working hours. The employee can also request to change the place of work or the timeframe for the daily working hours. Such a request can only be denied in case of compelling business reasons. Denying the request to change the place of work can be done without the presence of compelling business reasons.

Leave and Impediments to Work

Types of Leave and Impediments to Work	Description
Pregnancy and Maternity Leave	Pregnant employees are entitled to 16 weeks of paid maternity leave. This is paid at 100 percent of previous earnings up to the daily contributions ceiling and is administered by the UWV. The employer will receive sickness benefits from the UWV if the report is sent in before the maternity leave starts. The employee stops working for 4 to 6 weeks before the expected date of delivery. The employee starts working 10 to 12 weeks after the birth date.
Paternity Leave	After an employee's partner has given birth, the employee is entitled to paternity leave, which is fully paid by the employer. The length of paternity leave equals the number of weekly working hours. After this period, partners can receive up to 5 weeks of additional paternity leave, for which the UWV will grant a benefit at 70 percent of the capped maximum wage. Paternity leave should be taken within 6 months, following the child's birth.
Parental Leave	Each parent is eligible for parental leave for each child under the age of 8, calculated at 26 times their weekly working hours. A portion of this leave is compensated: parents of a child under the age of one can claim up to 9 weeks of paid parental leave, receiving a benefit from the UWV of 70 percent of the capped maximum wage. The remaining 17 weeks of parental leave are unpaid.
Adoption and Foster Care Leave	Employees who adopt or foster a child are eligible for 6 weeks of adoption or foster care leave within a 26-week period, which commences 4 weeks before the child's arrival and extends up to 22 weeks thereafter. Throughout this leave, the salary is fully covered by the UWV, up to the maximum daily wage.
Emergency Leave	Emergency leave allows an employee to take immediate leave due to unforeseen and urgent circumstances. If an employee faces such a situation with a valid reason, the employer is obligated to approve this leave. The duration should be appropriate and will vary based on the reason for the leave. During emergency leave, the employer continues to provide salary payments.
Short-term Leave	When an employee needs to care for people close to him/her who are ill or in need of help, they are entitled to take time off equivalent to no more than twice their weekly working hours within a 12-month period. For these hours, the employer pays at least 70 percent of the fixed agreed gross wage.
Long-term Leave	If the need to provide care continues, the employee can take long-term compassionate leave lasting up to 12 weeks. During this period, the employee does not receive wages because this leave is unpaid.

Extraordinary Leave

Extraordinary leave is paid leave meant for personal situations, such as a wedding, funeral or moving house. There is no mandatory law on extraordinary leave; it is up to the employer to provide this type of leave (paid or unpaid).

Illness

Employees are entitled to continued payment of salary in case of sickness for 104 weeks (2 years). The statutory minimum height of this payment is 70 percent of the gross salary. During the first year, the employee is entitled to at least the minimum wage. In most CBAs, the percentage of payment is higher. Frequently, in individual employment contracts not covered by a CBA, higher reimbursement rates are commonly negotiated.

The employer and employee share reintegration responsibilities aimed at facilitating the employee's recovery. The employer is required to engage an external company doctor to support both parties in fulfilling their legal duties. Non-compliance with these reintegration efforts can pose financial risks for both the employer and the employee.

During the initial 104 weeks of illness, a compulsory prohibition on dismissal applies. Consequently, contracts of employees who are on sick leave cannot be terminated. After 2 years of sick leave, the prohibition on dismissal is lifted and the obligation to continue wage payments ceases. At this point, employees may transition to the state-funded long-term disability scheme (WIA stands for Work and Income under the Labour Capacity Act). This scheme offers benefits based on a percentage of the employee's previous earnings, determined by the degree of disability. Employers have the option to secure private supplemental insurance for their employees.

If an employee with a fixed-term contract falls ill, the employment contract will terminate automatically on the agreed end date, regardless of the illness.

Annual Leave

The statutory minimum amount of vacation days is 4 times the number of hours worked per week. This typically means 20 days in the case of full-time (40-hour) employment. In individual employment agreements or in CBAs (extra) vacation days exceeding the statutory minimum can be agreed (non-statutory days).

It is common practice to offer the employee approximately 25 vacation days per calendar year. Statutory vacation days expire within 6 months, and non-statutory vacation days expire within 5 years after the year of accrual.

Remuneration

Types of Remuneration	Description
Minimum Wage	As of 1 January 2026, the minimum wage of EUR 14.71 gross per hour is mandatory for employees aged 21 and older. For employees aged 20 and younger, there is a minimum youth wage. The statutory minimum wage is normally revisited by the government twice a year. CBAs may stipulate higher minimum wages.
Holiday Pay	A holiday allowance of 8 percent of the salary is mandatory, typically to be paid in May.
Overtime	Generally, overtime does not have to be compensated by law. CBAs can stipulate otherwise.
Variable Remuneration	Variable remuneration may be provided for in the employment contract. Clear and achievable objectives must have been set at the beginning of the financial year. Discretionary bonuses may also be paid.

Tax

Collection through Payroll	Companies should register with the local tax office as soon as they start employing staff. They then receive several forms and tables that they need to conform to local tax reporting.		
	Earnings band	Up to the old age pension	Above the old age pension
	Up to € 38,883 annual earnings	35.75%	17.85%
	€ 38,883 - € 78,426	37.56%	37.56%
	€ 78,426 or more	49.50%	49.50%
	* = For 2026 the start date for the statutory pension is 67 years (and 3 months if you are born on or after 1 October 1961).		
Personal Taxation	This is a complicated area of taxation and if the customer or its employees require information on this subject they should contact their local tax office. This also applies to regulations such as the 30% ruling and salary-split. GT has specialists to help expatriates.		
Payments to the Tax Authority	Salaries are paid net of tax and social security contributions, which are deducted at source on a PAYE basis (<i>loonheffing</i>). Tax is levied on total gross income less personal allowances. If both husband and wife are resident taxpayers, they are taxed separately on their business income, employment income, pension income and other periodic payments.		
Monthly/Quarterly/Annual Employer Returns	Employers inform the tax office by completing the Salary Declaration <i>Loonheffingenaangifte</i> on a monthly/period basis. Employers pay contributions to the authorities monthly (by the end of the month following payroll).		
Employee Returns	Tax returns must be filed for each calendar year.		

Social Security

Employees' & Employers' Contributions

The social security system consists of 2 parts: the national insurance scheme (*volksverzekering*) which covers all citizens and the social security scheme (*sociale verzekering*) which covers employed persons. Contributions are payable on total earnings up to a set ceiling.

National security contributions (*premie Volksverzekering*) cover old age (AOW), surviving relative's pension (AWW), healthcare (AWBZ), disability and child benefit (AKW):

These are all employee premium/deductions over the first earnings band and second earnings band mentioned only for wage tax after the “/”:

	Till starting the old age pension	Above the old age pension
Premium AOW (old age pension)	17.90%	
Premium ANW (survivor's pension)	0.10%	0.10%
Premium AWBZ (disability-child)	9.65%	9.65%
Salary wage tax	8.10%	8.10%

Other social contributions are for unemployment insurance WW, disability insurance WAO and ZVW (*Zorgverzekeringswet* or healthcare legislation):

(These are all employer social premiums)

	Premium	Maximum earnings band per year
Premium WW Indefinite contract (Unemployment)	2.74%	€ 79.409
Premium WW Fixed term (Unemployment)	7.74%	€ 79.409
Premium WAO/WIA (Disability after 2 years for more than 80%)	6.27% (low basis) and 7.63% (high basis)	€ 79.409
Premium WGA / Whk (Disability and unemployment first 2 years up to 80%)	1.80% (depending on the branch)	€ 79.409
Premium ZVW (Healthcare)	6.10%	€ 79.409

Premium Wko (Childcare)	0,50%	€ 79,409
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**Monthly/Quarterly/
Annual Returns**

Employers are registered with the tax office, the national administration for wage tax and social security, and are responsible for making the contributions.

Termination of Employment

Termination Circumstances	Description
Notice period	For employees, the statutory notice period is one month. For employers, the length of the notice period varies based on the duration of employment, ranging from a minimum of 1 month to a maximum of 4 months. While in such instances parties can agree to extend the notice period for the employee, the notice period for the employer must always be double the agreed-upon duration.
Severance Pay	An employee is eligible for severance pay if the employment contract is terminated by the employer or at the conclusion of a non-renewed fixed-term contract. The severance pay roughly amounts to one-third of the gross monthly salary for each year of employment (pro rata if necessary). Holiday pay, bonuses, commission, and a 13th month also play a part in the calculation. Effective from 1 January 2025, the maximum severance pay is EUR 98,000 gross. However, if the employee's annual salary surpasses EUR 98,000, the maximum severance pay is capped at one gross annual salary.
Termination of Temporary Contract	A temporary labour contract automatically ends on the agreed end date. However, the employer is required to notify the employee in writing at least 1 month prior to the contract's expiration regarding its renewal status and any associated conditions. Failure to provide timely notification or omission of this obligation may entitle the employee to claim compensation, capped at one month's salary. The contract itself will end nonetheless. The scenario differs if either party wishes to terminate the contract before its agreed end date. In such instances, a provision for early termination must be explicitly included in the contract. Should the employer seek to terminate the contract prematurely, they must adhere to the legal dismissal procedures. The employee does not receive severance pay or unemployment insurance benefits (except in specific circumstances).
Termination of Any Type of Contract by the Employee	The employee has the right to end the contract without any procedure, considering the legal and/or agreed upon notice period.

Termination of Permanent Contract by Employer

Generally, obtaining prior approval from the UWV or a dissolution order from the subdistrict court is mandatory for dismissals requested by the employer. Dutch legislation specifies the appropriate dismissal procedure and criteria to be followed based on various circumstances, such as illness, underperformance, or strained working relationships. The relevant authority or institution will conduct a preventive dismissal assessment to ascertain the legality of the dismissal.

Termination with Mutual Consent

In cases of mutual agreement to terminate employment, both parties enter into a dismissal agreement. Typically, the agreement specifies that the dismissal is instigated by the employer. This allows the employee to claim unemployment benefits. The agreement also outlines any severance payment to be provided by the employer.

Instant dismissal/summary dismissal

In situations of serious misconduct, such as theft or gross misconduct towards colleagues, immediate termination of the employee is permissible. This type of dismissal occurs without a notice period or entitlement to severance pay, potentially making the employee liable for compensation to the employer.

Considering these profound implications, employees frequently contest an immediate dismissal. Therefore, it is strongly recommended to consult a legal advisor before proceeding with an instant dismissal.

Switzerland



Entitlement to Reside and Work in Switzerland

Nationality	Employment/Residency Permit
Swiss nationals	Not required.
EU/EFTA Nationals	Required.
Third-country nationals	Required.
Most Common Types of Permits	Description
L Permit (Short-term Residents)	Short-term residents are foreign nationals who reside in Switzerland for a limited period of time, usually less than a year, for a certain purpose with or without gainful employment.
B Permit (Resident foreign Nationals)	Resident foreign nationals are foreign nationals who reside in Switzerland for a longer period of time for a certain purpose, with or without gainful employment.
C Permit (Settled Foreign Nationals)	Settled foreign nationals are foreign nationals who have been granted a settlement permit after five or ten years' residence in Switzerland. The right to settle in Switzerland is not subject to any time restrictions or conditions. The State Secretariat for Migration (SEM) determines the earliest date from which the competent national authorities may grant settlement permits.
G Permit (Cross-border Commuters)	Cross-border commuters are foreign nationals who are resident in a foreign border zone and are gainfully employed within the neighbouring border zone of Switzerland. The term "border zone" describes the regions which have been fixed in cross-border commuter treaties concluded between Switzerland and the neighbouring countries. Cross-border commuters must return to their main place of residence abroad at least once a week.

Types of Employment

Type of Work Agreements	Description
Employment Contract	For a definite period Concluded for a definite period of time.
	For an indefinite period It applies if expressly stated or if no specific duration of employment was agreed upon in the contract.

Probationary Period

Any Employee	If not agreed otherwise: one month, but maximum of three months.
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Working Time

Aspect	Description
Statutory Weekly Working Time	40-45 hours per week (depending on sector), usually distributed over five working days.
Part-Time Work	May be agreed upon by the employer and employee.
Overtime Work	Permitted; Employee is obliged to perform such overtime work to the extent that employee is able and may conscientiously be expected to do so.

Rest Periods

Types of Rest Period	Description
Meal and Rest Break	A break of at least 15 minutes must be provided if the daily working time is more than 5.5 hours; a break of at least 30 minutes must be provided if the daily working time is more than 7 hours; and a break of at least one hour must be provided if the daily working time is more than 9 hours.
Uninterrupted Daily Rest	An uninterrupted daily rest period of at least 11 consecutive hours must be provided within every 24-hour period; under certain circumstances, it may be shortened to at least 8 hours.

Leave and Impediments to Work

Types of Leave and Impediments to Work	Description
Annual Leave	The statutory minimum is 4 weeks of paid leave per calendar year.
Unpaid Leave	May be provided based on an agreement between the employer and the employee.
Maternity Leave	14 weeks after giving birth, the employee receives maternity benefit paid by the Social Security Authority.
Paternity Leave/Parental Leave	2 weeks (must be taken within six months of the birth of the child); the employee receives a benefit paid by the Social Security Authority.
Sick Leave	The employee is entitled to wage compensation from the employer for a certain amount of time; most employers have taken out daily sickness benefit insurance, which usually covers 80-100 % of the monthly wage after a certain waiting period.

Remuneration

Types of Remuneration	Description
Minimum Wage	No statutory general minimum wage at federal level, only in certain sectors (collective labour agreements).
Overtime	Depending on position or agreement between the parties and sector (collective labour agreements).
Work on Sunday or Public Holiday	The employee is entitled to their earned wage and in certain cases to a supplement.
Night Work	The employee is entitled to their earned wage and a supplement.
Benefits and Bonuses	Not regulated by statutory law, provision is at the employer's discretion.

Statutory Contributions and Income Tax

Statutory Contributions	Paid by Employers	Paid by Employees
Old Age and Surviving Relatives' Insurance (AHV), Disability Insurance (IV), Income Replacement Scheme (EO), Unemployment Insurance (ALV) (Total 12.8% of gross wage, but depending on yearly wage)	6.4% of gross wage	6.4% of gross wage
Occupational Pension Provision (BVG)	Contributions depend on age of employee and are calculated as a percentage of the insured salary. Employer and employee share the contributions as a principle.	
Contribution Rates for Occupational Accidents (BU)	Depending on sector; paid by employer.	
Contribution Rates for Non-occupational Accidents (NBU)	Depending on sector; employees who work at least 8 hours per week for the same employer are insured.	
Health Insurance Contribution	To be paid by employee	
Personal Income Tax	Depends on the employee's canton of residence in Switzerland; depending on the work and residence permits, tax obligations of the country of residence of the employee apply as well.	

Termination of Employment

Termination Circumstances	Description
Termination Agreement	An agreement between the employer and the employee.
Termination within a Probationary Period	Employer and employee may terminate employment during the probationary period at any time by giving seven days' notice.
Notice of Termination and Notice Period (after Probationary Period)	Employee and Employer: Employment for an unlimited period may be terminated by either party; the party giving notice of termination must state its reasons in writing if the other party so requests. Notice Period: Employee and employer may give notice on one month's notice during the first year of service, on two months' notice in the second to ninth years of service and on three months' notice after that, all such notices expires at the end of a calendar month; notice periods may vary by written individual, standard or collective employment contract; however, they may only be reduced to less than one month by a collective employment contract and only for the first year of service. Duration: commences on the day the notice is delivered to the other party; assumptions of receipt may apply in certain cases.
Immediate Termination	Both employer and employee may terminate the employment relationship with immediate effect at any time for good cause; the party doing so must give its reasons in writing at the other party's request; good cause is any circumstance which renders the continuation of employment in good faith unconscionable to the party giving notice.
Other Circumstances	Expiry of the definite period. Revocation of a residence permit or expiration of a work permit. Death of an employee.
Severance Pay	In specific cases, an employee is entitled to severance pay upon termination of employment.

Disclaimer:

Note that the above overview only includes the general rules applicable as of 1 January 2026. The overview is not intended to be exhaustive.

Italy



Entitlement to Reside and Work in Italy	
Nationality	Employment and Residency Permit
Italian nationals	Not required.
EU/EEA and Swiss nationals	Employment permit not required. Residency permit not required.
Third-country Nationals Working in the EU	Employment permit not required. Obligation to declare presence or register with the local registry office (anagrafe) after 90 days.
Third-country Nationals Working for a Period ≤ 3months, and in Specific Fields	Employment permit not required. Formal notification to the competent authority of entry and work activity of a non-EU worker for short periods via the LavoroEstero2025 portal.
Non-European Third-country Nationals (EU+EEA+Switzerland)	Residency permit may be required. Ordinary regime (Decreto flussi or special permits).
Main Types of Permits	Description
Employee Temporary Residence Permit	Indefinite-term or fixed-term employment contract. Prior nulla osta al lavoro (work permit) is required. Must comply with employment conditions and obligations of the employer. Application procedure: the employer submits the application to the prefecture, which examines and approves it. DL 146/2025 update: the employee may start working upon receipt of the application for renewal or conversion of the residence permit, without waiting for the formal issuance.
Temporary Workers	Fixed-term contract or secondment (distacco). Prior nulla osta (work clearance) is required. The employer submits the application; the prefecture reviews and approves it. The work permit is generally valid for the duration of the employment contract, up to 12 months. It may be renewed if a new contract is issued. Employment is restricted to the specific employer and/or sector or geographical area indicated in the work permit.

**Multiannual “Seasonal Worker”
Residence Permit**

Fixed-term contract or secondment (distacco), with prior work permit (nulla osta) required.

The employer must obtain the nulla osta before the start of employment.

The employer submits the application, which is reviewed and approved by the prefecture.

The residence permit is valid for the duration of the employment contract, up to a maximum of 12 months. It may be renewed.

**Highly Qualified Workers
(EU Blue Card Holders)**

University degree at master’s level or higher, employment contract, and compliance with minimum salary threshold ($\geq 1.2\times$ national average).

Submitted by the employer, examined by the prefect and Ministry of the Interior.

Duration up to 2 years, or equal to the contract if shorter; renewable.

Grants access to long-term EU residence after 5 years.

Duration and Validity
Description
Duration

The residence permit for employment purposes is valid for the period specified in the employment contract or in the letter of assignment.

In general, the work authorisation (nulla osta) is valid for 12 months and may be renewed in case of contract renewal or new employment.

For highly qualified workers holding a EU Blue Card, the residence permit is valid for up to 5 years or for the duration of the employment contract if shorter.

Validity

The work residence permit authorises the holder to carry on salaried employment:

- with a specific employer (employer-sponsored permit) or
- with any employer, where permitted (e.g., EU Blue Card holders or long-term residents).

Certain categories of permits may also restrict employment to specific sectors or geographical areas as provided by the work authorisation or the annual migration quota decrees (decreti flussi).

Types of Employment

Type of Work Agreements		Description
Employment Contract	Fixed-term contract	A fixed-term contract can last up to 12 months. It can be extended or renewed up to a total of 24 months, but only if legal conditions are met. If the contract lasts more than 12 months without a valid legal reason, it automatically becomes a permanent contract. The contract can go beyond 12 months only in certain cases such as: • temporary needs not related to normal company activities. • replacing another employee. • temporary and significant increase in work activity. A fixed-term contract can be extended up to 4 times within 24 months. If this limit is passed, the contract becomes permanent. There must be a minimum break between contracts (so called “stop and go” periods): • 10 days if the previous contract was less than 6 months. • 20 days if the previous contract was more than 6 months. These breaks can be changed by collective agreements. The contract must be in writing. It must clearly state the start and end date and the reason for the fixed term (when required by law).
	For an indefinite term	This is the standard type of employment contract usually used for new hires. It must be in writing and include key details such as job title, workplace, working hours, pay, how work is performed, and other relevant conditions, which may refer to the applicable National Collective Bargaining Agreement (NCBA).

Probationary Period

The probationary period and its duration are typically established by collective bargaining agreements, subject to a legal maximum of six months. During the probationary period, the employee is entitled to remuneration not less than that specified in the applicable collective agreement. The maximum duration of the probationary period varies according to the employee's job classification or level.

Type of Contract	Duration (according to legal provisions)
Fixed-term Contract ≤ 6 months	Between 2 days and 15 days.
Fixed-term Contract 6 months $< x < 12$ months	No more than 30 days.
Indefinite-term Contract	No more than six months.

During the probationary period, either party may terminate the contract without notice or compensation. However, if the probation period is set for a minimum necessary time, the right of withdrawal cannot be exercised before the expiry of that period (Art. 2096 of the Italian Civil Code).

Working Time

Aspect	Description
Statutory Weekly Working Time	Standard: 40 hours per week, distributed over 5 or 6 days depending on the NCBA and the contract. Working hours for quadri (middle management with genuine managerial autonomy) in Italy are highly flexible because, due to their autonomy and executive function, Legislative Decree 66/2003 excludes them from rigid provisions on normal working hours (40 hours), maximum weekly limits (48 hours), daily rest periods (11 hours), and overtime pay regulations. Despite this broad exemption, fundamental rights such as weekly rest (24 consecutive hours) and annual holidays remain fully applicable and the employer retains the obligation to safeguard the quadro's health against excessive workload (Art. 2087 of the Civil Code), often regulating additional commitment through a fixed allowance (forfait) or compensation specified in the NCBA. Maximum weekly working time: Maximum working time may not exceed an average of 48 hours per week, including overtime. It is possible to exceed 48 hours in individual weeks, provided that the average over the reference period (4 months, extendable up to 6 or 12 months if provided for by the applicable collective agreement) is not exceeded.

Part-Time Work

For employees with a part-time contract, working time is less than the standard full-time schedule.

The specific working hours are defined in the individual employment contract (daily, weekly or monthly hours).

The following part-time arrangements may apply:

Horizontal part-time: fewer hours per day but work on all days of the week.

Vertical part-time: full-time work only on certain days, weeks or months.

Mixed part-time: a combination of horizontal and vertical arrangements.

Overtime or additional hours (hours worked beyond the part-time schedule but within the full-time limit) are allowed only if provided for in the contract and with the employee's consent, in compliance with legal limits.

Employees may request a change from full-time to part-time at any time by submitting a written and justified request to the employer.

The change must be formalised in writing through a mutual agreement between the parties.

The employer must respond within 60 days of receiving the request, either approving or rejecting it with a written explanation.

In certain cases provided by law (e.g. serious family reasons, assistance to disabled family members, maternity/paternity), the employer is required to grant the request.

Part-time employees have the same rights as full-time employees proportionate to their working hours (e.g. vacation, sick leave, permits, rest periods, etc.).

Maximum Shift Length

The daily working time may not exceed 13 consecutive hours of work within a 24-hour period, including overtime.

Employees must be granted a minimum rest period of 11 consecutive hours between the end of one shift and the start of the next.

Employers must schedule shifts in a way that prevents excessive working hours and ensures compliance with health and safety regulations.

Any exceeding of this limit is prohibited, except in exceptional and legally permitted circumstances (e.g. emergencies or specific derogations provided by collective agreements).

Overtime

Overtime may not exceed 250 hours per year unless otherwise provided by applicable collective bargaining agreements (CBAs) or specific legal provisions.

Overtime must generally be voluntary unless it is expressly required as mandatory under the relevant CBA.

As an alternative to payment, employees and the employer may agree to compensate overtime with equivalent leave (compensatory rest).

Scheduling Working Time

Working hours are primarily determined by the employer, who holds the managerial authority to organise the timing, location, and methods of work, in compliance with the limits established by law (mainly Legislative Decree 66/2003) and applicable NCBA. The employer must operate within the legal and contractual boundaries.

Scheduling must ensure compliance with daily and weekly rest periods, prohibition of exceeding the maximum weekly working hours, and the limits on overtime hours. Any changes to the schedule must be communicated promptly to the employee, ensuring transparency and fairness.

Rest Periods

Types of Rest Period	Description
Meal and Rest Break	If the working time exceeds 6 hours, a minimum break of 10 minutes is guaranteed. The duration and conditions of the break are regulated by the applicable NCBA. Breaks are not counted as working time.
Uninterrupted Daily Rest	11 consecutive hours of rest every 24 hours. This limit is mandatory (<i>non-derogable</i>) and aims to protect health and safety. The obligation of consecutiveness is waived only for activities specifically provided for by law or by collective bargaining, such as split shifts or shift work, provided that equivalent compensatory rest periods are always guaranteed.
Uninterrupted Weekly Rest	The 24 hours of weekly rest must be combined with the 11 hours of daily rest (Art. 7 Leg. Decree 66/2003), for a total of at least 35 consecutive hours of minimum rest. The rest period is calculated as an average over a period not exceeding 14 days (the employee may work up to 12 consecutive days in exceptional cases). It generally coincides with Sundays. Exemptions are possible for specific cases, such as shift work or continuous work, provided that equivalent compensatory rest periods are granted (and the weekly rest day may be set on a day other than Sunday).

Leave and Impediments to Work

Types of Leave and Impediments to Work	Description
Annual Leave	Every worker is entitled to a minimum of 4 weeks of annual leave, equivalent to approximately 20 working days (or 24 days based on a 6-day work week). The exact number may vary based on the NCBA, which may provide for more favourable conditions. Of the minimum 4 weeks, at least 2 weeks must be taken within the year they are accrued (and consecutively if requested by the worker). The remaining 2 weeks must be taken within 18 months following the end of the year of accrual. The minimum period of 4 weeks of leave is an inalienable right and cannot be substituted by a corresponding cash payment (prohibition of monetisation), except in the case of termination of the employment relationship.
Unpaid Leave	It is an institute granted for specific and limited reasons (e.g., serious family reasons, training, public office) with maximum durations set by law (e.g., 2 years for serious family reasons). The worker retains their job, but does not accrue pay, holidays/permits or pension contributions (which may, however, be redeemed by the worker). It requires documentation and employer approval.
Maternity Leave	The mandatory maternity allowance in Italy lasts for 5 months in total and can be taken flexibly before or after the birth (i.e. 2+3 or 1+4) The daily allowance is equal to 80% of the average wage, paid during the mandatory maternity leave. The National Social Security Institute (in Italian, INPS) is the body responsible for payment but the employer usually advances the amount on the pay slip.
Paternity Leave	Paternity leave grants working fathers 10 working days of mandatory paid leave, compensated at 100% of their salary. These days can be taken, either continuously or fractionally, in the period ranging from 2 months before up to 5 months after the birth, adoption, or foster placement. The body that pays the allowance is INPS although the allowance is usually advanced by the employer on the pay slip.

Parental Leave

Parental leave is a period of optional work absence available to employed parents (or equivalent figures) within the child's first 12 years of life.

The total duration, which can be taken continuously or fractionally between the two parents, cannot exceed 10 months. This is extended to 11 months if the working father takes a continuous or fractional period of at least three months of leave. The parents can also take their leave periods simultaneously.

The allowance is paid for a total of 9 months (between both parents), allocated as follows, provided that the 80% paid months are taken within the child's 6th year of life:

- 3 months paid at 80% of the salary (non-transferable between parents).
- 6 months paid at 30% of the salary.
- The remaining months are generally unpaid except under specific income requirements.

The allowance is paid by INPS (usually advanced by the employer on the payslip).

Sickness Leave

The employed workers are entitled to absence due to sickness (known as "periodo di comport" or retention period) for a maximum of 180 days within a calendar year.

The allowance is partially covered by INPS and partially by the employer (who usually advances the total amount on the pay slip, later offsetting the INPS portion). Generally:

- First 3 days: entirely paid by the employer (the percentage of salary is defined by the NCBA).
- From the 4th to the 20th day: INPS pays 50% of the average daily wage (RMG). The NCBA often requires the employer to top up this amount, frequently up to 100%.
- From the 21st to the 180th day: INPS pays 66.66% of the RMG. Similarly, the salary is often topped up by the employer according to the NCBA, often reaching 100%.

Unpaid leave is also provided for a child's sickness up to 8 years of age, with specific day limits depending on the child's age.

Remuneration

Types of Remuneration	Description
Minimum Wage	In Italy, there is no single statutory minimum wage set by law and applicable across all sectors. The minimum pay is determined by collective bargaining agreements, in accordance with Article 36 of the Italian Constitution (right to fair and adequate remuneration). The debate on introducing a legal minimum threshold is highly active. • A Delegation Law was approved in late 2025. It does not establish a universal hourly minimum wage (like the proposed EUR 9 gross per hour) but aims to strengthen the role of collective bargaining. • The objective of the Delegation Law is to ensure that all workers receive the minimum overall economic treatment established by the most “widely applied” sectoral NCBA (the so-called “leader contracts”), thereby fighting wage dumping. • The government is delegated to define the implementation methods for applying these minimums in line with the EU Directive on adequate minimum wages (EU Directive 2022/2041) within six months of the law being approved.
Overtime	Overtime is defined as work performed beyond the normal working hours, which is generally set by law at 40 hours per week (or the lower limit established by the NCBA). Compensation and rate increase: overtime does not have a fixed rate but is calculated with a rate increase (premium) compared to the ordinary hourly wage. The percentage of this premium is set by the relevant NCBA and varies based on when the overtime is worked: • Daytime overtime (on working days) • Nighttime overtime • Holiday overtime • Nighttime holiday overtime
Working on Bank Holidays	The employee has the right to abstain from work (paid rest) on all legally recognised national and inter-weekly public holidays. Working is generally optional and requires mutual agreement. 1 May (Labour Day) is often considered a mandatory non-working day. 11 Fixed National Days (e.g., 1 Jan, 25 April, 1 May, 2 June, Christmas, etc.) and the local patron saint’s day. The list is set by law; the local patron saint’s day is regulated by the local municipality and the relevant CBA. The employee receives their normal daily pay on the saint’s day. If the holiday falls on a Sunday (or another non-working rest day), an extra payment (indemnity for the untaken holiday) is due.

Night Work

Typically, a period of at least seven consecutive hours including the interval between midnight and 5 a.m. (details specified in the NCBA). Average night work cannot exceed eight hours in the 24 hours following the start of the shift (reference period set by the NCBA). Employees are entitled to mandatory compensatory rest periods for health and safety reasons, and a salary premium (increase), the percentage of which is determined by the NCBA. Specific restrictions and prohibitions apply to vulnerable categories (e.g., pregnant women, new mothers, and minors).

Working on Sundays

Work on Sunday is permitted in specific sectors (e.g., services, continuous cycle industries). Authorisation for opening hours may be permanent (by law) or temporary (granted by local authorities like the mayor/prefect). When Sunday work is performed, the employee is entitled to mandatory compensatory leave (to be taken on another day of the week) *plus* a salary increase (premium) for the discomfort of working on the customary rest day. The precise percentage of the salary increase is determined by the NCBA applied (e.g., often 30% for Sunday work, but varies greatly by sector and whether compensatory rest is taken).

Variable Remuneration

A component of pay (often called a “performance bonus” or “production bonus”) that is tied to achieving predetermined individual, group, or company objectives. Variable pay must be clearly defined in the individual contract or the NCBA. To be valid and enforceable, the objectives must be clear, measurable, and achievable, and must be established in advance (typically at the start of the financial year). A discretionary bonus is a payment that an employer chooses to make based on performance. But unlike a contractually defined bonus it is not legally mandatory and depends entirely on the employer’s choice. Performance bonuses linked to increases in productivity, profitability, quality, or efficiency (and agreed upon via a collective agreement) often benefit from a favourable flat-rate tax (substitute tax) instead of the ordinary income tax (IRPEF), up to a certain maximum amount.

Statutory Contributions and Income Tax

Statutory contributions paid by the Employer

Health, Maternity, Disability, and Death Insurance Contribution

The percentage of social security contributions changes based on the company sector, company size, the qualification of the employee (executive, white collar, blue collar, apprentice). The minimum and the maximum percentage considering the main sectors are:

- 1) Maternity: 0.24% - 0.46%
- 2) Sickness: 2.22% - 2.44%
- 3) Redundancy: 1.90% - 2.90%

Family Allowance Contributions

0.68%

Old Age Insurance

Pension: 33%

Workplace Accident and Occupational Illness Contributions	It varies depending on the sector and the job description of the worker. The greater the risk of injury to which the worker is exposed, the higher the percentage of insurance to be applied.
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Unemployment Insurance and Wage Guarantee Insurance	Unemployment allowance: 1.61%
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Training Contribution and Apprenticeship Tax	The percentage of social security contributions changes based on the company sector and company size. Company up to 9 employees: 1) first year: 3.11% - 4.81% 2) second year: 4.61 - 6.31% 3) third year: 11.61 % - 13.31 % Company with more than 9 employees: 11.61% -13.31%
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Complementary Pension Contributions	The percentage of social security contributions changes based on the employee's qualification. It is around 24.13%-38.49%.
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Statutory Contributions Paid by the Employee

Old Age Insurance	The percentage of social security contributions changes based on the company sector, company size, the qualification of the employee (executive, white collar, blue collar, apprentice). The minimum and the maximum percentage considering the main sectors are 9.19%-9.49%.
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Complementary Pension Contributions	8.84%
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Personal Income Tax	Annual incomes tax brackets: Up to EUR 28.000: 23% From EUR 28.001 to EUR 50.000: 35% Beyond EUR 50.000: 43%
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Termination of Employment

Termination Circumstances	Description
Agreed Termination	Termination of the employment contract by mutual agreement between the employer and the employee (Art. 1372 Italian Civil Code). Must be carried out exclusively via the telematic procedure using the form provided by the Ministry of Labour (otherwise the act is ineffective). The employee has the right to revoke the agreement (or resignation) within 7 days of the telematic transmission. Generally, it is NOT granted, as it is considered a "voluntary" termination. It is granted only if the agreement is formalised in a "protected forum" (Territorial Labour Inspectorate - ITL, trade union, commissions) or if it occurs following the employee's refusal of a long-distance transfer. The validation (interview) before the Territorial Labour Inspectorate (ITL) is only mandatory for working mothers (during pregnancy) and parents (until the child/adopted minor reaches one year of age).

Dismissal

Dismissal must always have a legitimate justification and adhere to a specific procedure.

Termination on Personal Grounds (disciplinary): Based on employee misconduct or failure; just cause (immediate termination, no notice) or

Justified Subjective Reason (less severe misconduct, with notice). Requires a written complaint and the employee's right to defence before the final decision.

Notice period is mandatory in all cases except for just cause. Duration depends on seniority and the NCBA. Failure to comply results in the payment of the indemnified notice period.

The employee is always entitled to TFR (severance pay), regardless of the reason for dismissal.

Resignation

Unilateral act by the employee. Must be submitted exclusively via the telematic procedure (with few exceptions).

The employee is obliged to give notice, the duration of which is set by the NCBA based on level and seniority. If not respected, the employer may withhold the indemnified notice period from the final pay. The TFR (end-of-service allowance) is always due to the employee, regardless of the reason for termination (including voluntary resignation). The employee does not receive NASPI, as the termination is considered voluntary. NASPI is granted if the resignation is due to just cause (serious misconduct by the employer, e.g., unpaid salary, mobbing) or during the protected period of maternity/paternity (up to the child's first year of life).

Disclaimer:

Note that all the above correspond to main rules, which may depend on several specificities. It is applicable as of 20 October 2025 and is not exhaustive.

Spain



Entitlement to Reside and Work in Spain

Nationality	Employment and Residency Permit
Spanish Nationals	Not required.
EU/EEA nationals and their family members	They are permitted to reside and work freely. They require a registration certificate or residence card.
Third-country Nationals	They must obtain prior administrative authorisation.
Types of Permits	Description
Residences for Entrepreneurs	To launch an innovative or economically significant company in Spain. Requires a favourable report from ENISA.
High Qualified Professionals	To recruit foreign professionals with advanced university degrees, vocational training qualifications, or at least three years of comparable professional experience. Salary requirements: - under 30 years old: over EUR 30,500 - directors & managers: EUR 54,142 - other professionals: EUR 40,700
Intra-Company Transfers	Facilitates the relocation of employees within the same group for operational, strategic, or development purposes. Requires either university degrees, vocational training or at least 3 years of professional experience, as well as at least a 3-months old working/professional relationship with the company.
Digital Nomad Permit (International Teleworkers)	Allows remote workers to reside in Spain while working for companies located outside the country. Open to employees and freelancers. The remote worker is permitted to work for a company located in Spain, provided that the percentage as such work does not exceed 20% of their total professional activity.

Types of Employment

Type of Work Agreements	Description
Indefinite Employment Contract	The standard assumption is that an agreement is for an indefinite term. It applies if expressly stated or if the legally mandated justifications for a fixed-term contract are absent or false. Indefinite-term contracts for seasonal or intermittent work are also available for activities that are part of the company's ordinary operations.
Fixed-Term Contract (Temporary)	Require specific and legally defined justifications, must be in writing, and clearly specify the reason and link to the foreseen duration. Categories include contracts due to production circumstances (max. 6 months, potentially extended up to 12 months by CBA) and contracts for substitution of employees.

Training Contract	Specialised agreements aiming to integrate youth, including contracts for obtaining professional practice (minimum 6 months, maximum 1 year) or contracts in alternation (integrating paid work with official training, minimum 3 months, maximum 2 years).
Part-Time Contract	Agreed working hours are less than those of a comparable full-time worker. Part-time workers possess the same rights as full-time workers, though certain rights may be recognised proportionally.
Distance Work (Telework)	Regular remote work is defined as performing at least 30% of the working day off-site within a three-month reference period. Must be written, voluntary, and reversible.

Probationary Period

Status of Employee	Description
Specialists (College/Junior College Graduates)	Maximum of 6 consecutive months.
Other Employees	Maximum of 2 consecutive months (extended to 3 months in companies with fewer than twenty-five employees).
Temporary Fixed-Term Contracts	Maximum of 1 month if the contract lasts less than six months.

The probationary period allows both the employer and the worker to terminate the contract freely without notice or severance pay. Termination is **null and void if the employee is pregnant, unless the grounds are entirely unrelated to the pregnancy*

Working Time

Aspect	Description
Statutory Weekly Working Time	Maximum of 40 hours of actual work, calculated on an annual average basis.
Scheduling Working Time	The company can unevenly distribute 10% of the working hours if no agreement exists for irregular distribution. Companies must maintain a detailed daily record of the specific start and end times of each employee's working day and keep these records for four years.
Overtime	Capped at 80 hours per year for paid overtime. Compensation must be equivalent to or greater than the value of the ordinary hour or offset with equivalent paid time off within four months (unless otherwise agreed). Generally voluntary. Overtime is forbidden for part-time workers, except to prevent or repair urgent damages.
Digital Disconnection	Employees are protected by the right to digital disconnection, ensuring respect for their rest periods and personal time outside of established working hours.

Rest Periods

Types of Rest Period	Description
Official Public Holidays	Limited to 14 days annually.
Uninterrupted Weekly Rest	A minimum of one and a half days off per week is mandatory; this can be accumulated over periods up to 14 days.

Leave and Impediments to Work

Types of Leave and Impediments to Work	Description
Annual Leave	Workers are entitled to a minimum of 30 calendar days of annual vacation. Generally cannot be paid in lieu (except upon contract termination if unused vacation is accrued).
Paid Leave	Provided for specific events, such as marriage, death or serious illness of relatives (up to the second degree), relocation of main residence or breastfeeding.
Reduction and Adjustment of Hours	Employees are entitled to reductions in working hours for the direct care of children under 12 or dependents. Employees with children up to 12 years of age have the right to request adjustments to working time/method (including remote work) to reconcile family and work life.

Remuneration

Types of Remuneration	Description
Minimum Wage	The official minimum salary is EUR 40.70 per day or EUR 1,221 per month.
Payment Schedule	Salaries cannot be paid at intervals exceeding one month.
Extra Payments	Employees are legally entitled to receive at least two extra payroll payments per year (one at Christmas and one usually before the summer vacation period). These can be prorated into the 12 ordinary monthly instalments if a collective labour agreement (CLA) permits.
Overtime	Compensation must be equivalent to or greater than the value of the ordinary hour or offset with leave.

Statutory Contributions		
Category (RGSS, Indefinite Contract, 2025 Rates)	Paid by Employers (%)	Paid by Employees (%)
General Contingencies	23.6	4.7
Unemployment	5.5	1.55
Professional Training	0.6	0.1
Wage Guarantee Fund	0.2	-
Intergenerational Fairness Mechanism (MEI)	0.67	0.13
Total General Rule (Indefinite)	30.57	6.48

Termination of Employment		
Termination Circumstances	Notice Period Requirement	Severance Pay (Statutory Minimum)
Termination Agreement	Based on agreement between parties.	Based on agreement between parties.
Termination within a Probationary Period	No prior notice required.	No right to severance pay.
Notice of Termination (Objective/Collective Grounds)	At least 15 days' advance notice in writing (or compensation in lieu).	20 days' salary per year worked, capped at 12 months.
Disciplinary Action (Serious Misconduct)	Written notice detailing the grounds and effective date.	None, if the dismissal is classified as Justified (lawful).
Unjustified (Wrongful) Dismissal	N/A (determined by labour courts).	33 days' per year worked, maximum 24 months, if the employer chooses termination over reinstatement.
Null (Void) Dismissal	N/A (determined by labour courts).	Mandatory, immediate reinstatement and full payment of salaries not received.

Portugal



Entitlement to Reside and Work in Portugal

Nationality	Employment and Residency Permit
Portuguese Nationals	No permit required.
EU/EEA and Swiss Nationals	No employment permit required. Registration with local authorities is required for stays exceeding 3 months. This requires obtaining a registration certificate for EU Citizens from the municipality.
Family Members of EU/EEA/Swiss Nationals (who are not EU/EEA/Swiss citizens themselves)	Family members benefitting from a derived right of residence may be required to obtain a residence permit. Employment is generally permitted once residence rights are granted. Right to work automatic upon issuance of residence card (no separate work permit required).
Nationals of Australia, Canada, Israel, Japan, New Zealand, Singapore, South Korea, Taiwan, United Kingdom, USA	Nationals from certain visa-exempt countries may enter for short stays without a visa. However, employment requires a residence permit allowing work.
Third-country Nationals	A visa (where applicable) and a residence permit allowing employment are required. Different types of residence permits are available depending on qualifications and the purpose of stay.
Types of Permits	Description
Job Seeker Visa	Allows individuals to enter Portugal to seek employment for an initial period of 120 days, extendable by an additional 60 days. Employment requires obtaining a residence permit.
Visa/Residence Permit for Remote Work (Digital Nomad) /Remote Work Visa	Allows third-country nationals to reside in Portugal while working remotely for employers or clients established abroad. Applicants must demonstrate compliance with the applicable minimum income threshold requirement [at least 4xIAS (social support index)]. Granted initially for 1 year, renewable.
Temporary Stay Visa	For short-term assignments.
Residence Permit for Employment	The most common type of permit for third-country nationals. It allows individuals to reside and work in Portugal based on an employment relationship with a local employer.
EU Blue Card	The EU Blue Card is available to highly qualified third-country nationals whose gross annual salary meets a minimum threshold of at least 1.5 times the average gross annual salary in Portugal. It is granted for up to 4 years (or the duration of the employment contract plus 3 months if shorter) and grants access to a fast-track permanent residence procedure.
Seasonal Work Visa	Allows third-country nationals to work in seasonal activities for a limited period, subject to specific sectoral requirements.

CPLP Residence Permit	Simplified residence regime applicable to nationals of CPLP countries (Comunidade dos Países de Língua Portuguesa - Community of Portuguese-speaking Countries), subject to specific legal requirements and procedures.
Permit for Highly Qualified Activity	Applicable to professionals performing highly qualified functions. It is typically used in sectors requiring specialised knowledge or technical expertise.
Intra-Company Transfer Permit	Applies to employees transferred within multinational companies to a Portuguese entity (allows third-country nationals employed by a multinational group to be transferred to a Portuguese entity within the same group). The maximum duration is 3 years for managers and specialists and 1 year for trainee employees. The host entity in Portugal must comply with the same working conditions as those applicable to comparable local employees.

Types of Employment

Type of Work Agreements	Description
Employment Contract	For an indefinite period (unlimited in time) This is the standard form of employment in Portugal. It does not have a fixed end date and provides the highest level of job security. Indefinite-term contracts are generally presumed where the requirements for fixed-term employment are not met.
	For a definite period (fixed-term) Fixed-term contracts are only permitted to meet temporary business needs and must be justified by objective reasons. They are limited in duration and renewals. If the legal requirements are not complied with, the contract may be deemed to be for an indefinite period. Maximum duration of a fixed-term contract: 2 years Uncertain-term: maximum of 4 years Maximum number of renewals: 3 renewals. Each renewal may not exceed the duration of the initial contract.
Part-time Contract	Employment with reduced working hours compared to full-time. Employees are entitled to the same rights as full-time employees on a proportional basis.
Very Short-term Contract	Very short-term contracts are permitted for seasonal or exceptional activities, with a maximum duration of 35 days (up to 70 days per year with the same employer), under a simplified regime without a written agreement requirement.

Intermittent Work Contract	Employer may agree with the employee on periods of activity and inactivity. During inactive periods, the employee receives a compensatory allowance (minimum 20% of base salary during inactivity).
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Telework (Remote Work) Agreement	Work may be performed remotely under a telework arrangement, subject to agreement or specific legal conditions. Employees generally have the same rights as on-site employees, with additional rules regarding equipment, costs and working conditions.
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Agreements on Work Performed Outside an Employment Relationship

Type of Work Agreements	Description
Freelance Work (Independent Contractor)	Services are provided on a self-employed basis without an employment relationship. The contractor operates independently and is not subject to the employer's direction or organisational control. If the arrangement shows characteristics of subordination or integration into the organisation, it may be reclassified as an employment relationship, with potential legal, tax and social security implications. Specific legal presumption mechanism (presumption of employment contract) and the "false freelancer" phenomenon, which is a key enforcement priority of the ACT (Autoridade para as Condições do Trabalho).
Contract for Work (Service Agreement)	An agreement for the provision of a specific result or service, typically performed with a high degree of autonomy. The service provider is responsible for how the work is carried out. Where, in practice, the provider is subject to instructions or integrated into the client's organisation, the arrangement may be treated as an employment relationship.
Temporary Agency Work	Workers are employed by a temporary work agency and assigned to a user company for a limited period. The employment relationship remains with the agency, while the worker performs duties under the direction of the user company. Equal treatment with comparable employees of the user company generally applies, regarding remuneration, working time, rest periods and health and safety. The user company is jointly liable for the payment of remuneration and social security contributions during the assignment. Maximum duration depends on temporary assignments.
Platform Workers	Work performed through digital platforms may be subject to a legal presumption of employment where elements of control and subordination are present. It applies where certain indicators of control are present (including algorithmic management and economic dependency), with a reversal of the burden of proof.
Note	Employee data processing is subject to the GDPR and national labour law provisions, including restrictions on monitoring, video surveillance and the use of biometric data.

Probationary Period

Status of Employee	Description
All Employees	A probationary period may be agreed at the beginning of employment. Its duration varies depending on the role and level of responsibility, with shorter periods for standard roles and longer periods for positions involving higher levels of complexity, trust or management functions. • general employees: 90 days • employees in technical, management or positions of trust: 180 days • senior management: 240 days • fixed-term contracts of 6 months or more: 30 days • fixed-term contracts of less than 6 months/uncertain-term contracts expected to last 6 months or less: 15 days The probationary period may be reduced or excluded if the employee has previously performed similar functions for the same employer under a fixed-term contract, temporary agency work or internship. The probationary period may also be contractually reduced or waived by agreement between the parties.

Working Time

Aspect	Description
Statutory Working Time	Working time is generally limited to a maximum of 8 hours per day and 40 hours per week. These limits may be adjusted under certain flexible working time arrangements.
Part-Time Work	Working time may be agreed on a part-time basis. Employees benefit from the same rights as full-time employees on a proportional basis.
Maximum Working Time	Standard working time is limited to 8 hours per day and 40 hours per week. Higher limits may apply under specific working time arrangements (e.g. adaptability schemes or collective agreements), provided that average limits are respected.
Exemption from working time	Certain employees may be exempt from standard working time limits under specific arrangements (e.g. exemption from working time), subject to legal requirements.
Overtime	Overtime must be compensated with additional pay or leave, with increased rates depending on when it is performed: • 1st hour of overtime on a normal working day: +25% • Subsequent hours of overtime on a normal working day: +37.5% • Overtime on a rest day or public holiday: +50%

Night Work

Night work is work performed during a period lasting a minimum of seven hours and a maximum of eleven hours, including the interval between 00:00 and 05:00.

Night workers are entitled to

- (i) specific health surveillance before assignment to night work and periodically thereafter
- (ii) a night work supplement of at least 25% of the hourly base rate, unless a more favourable rate is set by applicable collective agreement
- (iii) transfer to day work where medically recommended. Pregnant employees and those breastfeeding are exempt from night work upon request.

Scheduling Working Time

The CT also permits working time adaptability, allowing daily and weekly hours to be varied within defined limits, provided the average does not exceed the statutory maximum over the reference period. A bank of hours may be established by collective agreement within defined statutory limits.

Note

Employment conditions may also be regulated by collective labour agreements, which can set more favourable standards and may be extended to entire sectors.

Rest Periods

Types of Rest Period	Description
Meal and Rest Break	Where daily working hours exceed 5 consecutive hours, the employee is entitled to an uninterrupted rest or meal break of no less than 1 hour and no more than 2 hours. The working day (including the break) may not exceed 10 consecutive hours in total.
Uninterrupted Daily Rest	Employees are entitled to a minimum daily rest period of 11 consecutive hours between two working days.
Uninterrupted Weekly Rest	Employees are entitled to at least one full day of rest per week, commonly Sunday, although alternative arrangements may apply and may be organised differently or split under specific regimes.

Leave and Impediments to Work

Types of Leave and Impediments to Work	Description
Annual Leave	Employees are entitled to a minimum of 22 working days of paid annual leave. In the first year of employment, the employee accrues 2 working days of leave per full month worked, up to a maximum of 20 working days.
Unpaid Leave	Unpaid leave may be granted by agreement between the employer and the employee.

Parental Leave

Portugal provides a comprehensive parental leave system, including initial leave that may be shared between parents and specific periods reserved for each parent. Benefits are generally paid by the social security system (initial parental leave, paternity leave, breastfeeding/childcare).

Initial parental leave:

- 120 days (paid at 100% of the reference remuneration by social security) – taken by either or both parents.
- 150 days if at least 30 days (or 15 consecutive days immediately after the maternity period) are taken exclusively by the father – paid at 83%.
- 180 days if each of the parents take at least 30 additional days exclusively (or two periods of 15 consecutive days) – paid at 83% for the extended period.

Paternity leave: 20 mandatory days immediately following the birth (paid at 100% by social security), plus 8 optional days (also paid at 100%), totalling 28 calendar days.

Note: Enhanced benefits depend on compliance with mandatory sharing rules between parents for extended/benefited periods.

Breastfeeding/childcare: employed mothers (and fathers as applicable) are entitled to 2 daily hours for breastfeeding or childcare, without loss of pay, for as long as breastfeeding lasts.

Protection against dismissal: the dismissal of a pregnant, postpartum, or breastfeeding worker or of a worker on parental leave requires prior approval from the competent authority for equal opportunities between men and women. Dismissal for reasons attributable to a worker who is in any of the parental leave situations is presumed to be without just cause.

Adoption: equivalent rules apply to adoptive parents in respect of a child under 15 years of age.

Other Important Personal Impediments to Work

Employees may be entitled to short periods of justified absence for personal reasons, such as family events, caregiving responsibilities or other legally protected situations.

Sick Leave

Employees are entitled to sick leave, with compensation generally paid by the social security system, subject to applicable conditions.

Care Leave

Employees are entitled to leave to care for children or dependent family members under legally defined conditions.

Bereavement Leave

Employees are entitled to paid leave in the event of the death of certain family members, with extended periods in specific cases (e.g. death of a child).

Remuneration

Types of Remuneration	Description
Minimum Wage	A statutory minimum wage (RMMG) applies and is updated periodically. Higher minimum standards may be set by collective agreements depending on the sector. In Portugal the minimum wage is EUR 920.00 gross per month. The minimum wage also sets the minimum hourly rate (RMMG ÷ 152 hours = approx. EUR 6.05 per hour).
Overtime	Overtime up to 100 hours per year is remunerated at the employee's normal hourly rate plus the following mandatory supplements: +25 % (1st overtime hour - normal working day); +37.5 % (subsequent overtime hours - normal working day); +50 % (overtime on rest days or public holidays).
Working on Public Holidays	Work on public holidays may entitle employees to additional compensation or time off, depending on the applicable working arrangement.
Night Work	Employees working during the night (00:00 to 05:00) are entitled to a night work supplement of at least 25% of their hourly base rate, unless a more favourable rate is established by applicable collective agreement.
Work in Demanding Conditions	Additional compensation may be granted for work performed under particularly demanding or hazardous conditions, depending on the role or applicable agreements, such as mine employees.
Benefits and Bonuses	In addition to base salary, employees are entitled to mandatory holiday and Christmas allowances, usually equivalent to one month's salary each. These are legally mandatory. Pro-rata amounts apply in the first and last year of employment. Note that meal allowances are extremely common in practice, though not universally mandatory by law (often set by collective or individual agreement). The tax-exempt threshold in 2026 is EUR 6.15 per day (cash) or EUR 10.46 per day (meal card). Other benefits and bonuses may be granted and can become contractually binding if paid on a regular basis.
Compensation for Exemption from Working Time (where applicable)	Employees subject to an exemption from working time are generally entitled to specific compensation, established by collective labour agreement or, in the absence of this, by statutory minimum standards corresponding to overtime compensation. Employees in management or executive positions may waive such compensation.

Equal Pay Principle/Pay Transparency Developments (EU Directive – upcoming impact)

Employers must comply with the principle of equal pay for equal work or work of equal value, prohibiting discrimination based on gender. At the EU level, the Pay Transparency Directive (EU) 2023/970 introduces additional obligations, including pay transparency in recruitment, employee rights to information on pay levels, and reporting obligations for larger employers. These requirements are expected to impact national law and employer practices. Portuguese law already provides mechanisms to address pay discrimination, including the possibility of requesting pay information and intervention by the competent equality authority.

Equal Work or Work of Equal Value

Employers must comply with the principle of equal pay for equal work or work of equal value. EU pay transparency developments are expected to further impact this area.

Statutory Contributions and Income Tax

Type of Contribution	Paid by Employer	Paid by Employee
Social Security Contributions	23.75% of the employee's gross remuneration (general regime). The employer contributes the larger share of social security contributions, calculated as a percentage of the employee's remuneration. Special reduced rates apply to certain categories (e.g. domestic workers; members of cooperatives; young first-job employees under transitional incentive schemes) and incentives may apply.	11% of the employee's gross remuneration. Employees contribute a portion of their salary to the social security system through payroll deductions.
Work Accident Insurance	Fully borne by the employer and mandatory for all employees.	Not applicable.
Personal Income Tax	Personal income tax is withheld at source by the employer and paid to the tax authorities. It is calculated on a progressive basis, depending on the employee's income level and personal circumstances.	

Termination of Employment

Termination Circumstances	Description
Termination Agreement	Employment may be terminated by mutual agreement between the employer and the employee. The terms, including any compensation, are freely agreed between the parties.

Notice of Termination and Notice Period

Notice periods generally apply and vary depending on the type of termination and the employee's length of service. Longer notice periods may be agreed between the parties.

Statutory Notice Periods: Notice periods are not uniform and depend on the type of termination and the employee's length of service. In general, longer notice periods apply with increasing seniority. The applicable notice period also varies depending on whether termination is initiated by the employer or the employee and on the legal grounds for termination.

Resignation by Employee

Length of service

Notice period

Up to 2 years

30 days

More than 2 years

60 days

Collective Redundancy/ Extinction of Post

Length of service

Notice period

Up to 1 year

15 days

1–5 years

30 days

5–10 years

60 days

More than 10 years

75 days

Prohibition of Dismissal/ Protected Categories

Certain categories of employees may not be dismissed without prior authorisation from CITE (Commission for Equality in Labour and Employment) or the competent court. These include pregnant employees and employees on parental or adoption leave, employees who are members of workers' commissions or trade union representatives, employees who have filed a complaint with ACT or initiated legal proceedings against the employer (prohibition on retaliatory dismissal).

Dismissal for Just Cause

Dismissal for just cause requires serious misconduct and a formal procedure.

Termination for Business Reasons

Termination may occur for business-related reasons such as redundancy or organisational changes, typically requiring justification and entitling the employee to compensation. Two main forms of employer-initiated termination for business reasons: (a) extinction of job position, and (b) collective redundancy.

Termination for Unsuitability

Termination may occur where the employee is no longer suited to the role, subject to specific conditions and procedural requirements.

Applies where:

(a) the employee is unable to meet performance objectives introduced after role changes (new technology, organisation),

or

(b) in certain cases without prior role changes.

Requires prior information to the employee, minimum 30-day notice period, consultation with workers' representatives.

Entitles the employee to severance pay identical to redundancy.

Termination during Probationary Period

During the probationary period either party may terminate the employment relationship more easily, generally with reduced formalities and shorter notice requirements.

Employer: no notice required during the first 60 days, 7 days' notice after 60 days, 15 days' notice after 120 days.

Employee: may generally terminate without notice.

No compensation is payable upon termination during the probationary period (unless initiated by the employer after 60 days in certain circumstances).

Severance Pay

Statutory severance pay applies in certain types of termination, particularly those based on business reasons:

- For employment service accrued from 1 October 2013 onwards: 12 days' base salary + seniority supplements per year of service (or proportional fraction thereof).
- For employment service accrued before 1 October 2013: 20 days' base salary per year of service, subject to a cap of 12× the monthly base salary or 240× the daily base salary per year of service exceeding EUR 1,840.74 per month.
- Overall cap: 20× the national minimum wage (currently: 20 × EUR 920 = EUR 18,400), unless a higher amount is agreed.

Particularly applies to: collective redundancy, job extinction, and unsuitability.

Unlawful Dismissal

If a dismissal is found to be unlawful, the employee may be entitled to reinstatement or compensation. Compensation range: 15 to 45 days of base salary per year of service (within statutory caps).

Transfer of Undertaking (TUPE)

If an undertaking or business is transferred, employment contracts are automatically transferred to the transferee, maintaining employees' rights. Employees may have a right to object under certain conditions.

Formal Requirement

Termination must generally be made in writing. In many cases, specific procedural steps must be followed to ensure the validity of the termination.

Immediate Termination

Immediate termination (known as termination for "just cause") is possible in exceptional cases where the continuation of the employment relationship is no longer viable. Under the Portuguese Labour Code, this applies to both employers (dismissal) and employees (resignation) and must be based on objective, serious, and documented facts.

Prohibition of Dismissal

Specific categories of employees have enhanced protection: pregnant employees, employees on parental leave, employees' representatives — requires prior authorisation from ACT or court.

Poland

Immigration Law/Entitlement to Live and Work in Poland

Nationality	Right to work	Right to reside
Polish Nationals	Not required.	Not required.
EU/EEA and Swiss Nationals and their Family Members	Not required (free access to the labour market).	Registration of residence is required for stays exceeding 3 months.
Nationals of Armenia, Belarus, Moldova, Ukraine	Statement of entrusting work or a work permit is required for citizens of Armenia, Belarus, and Moldova. Note: Citizens of Ukraine without temporary protection benefit from preferential rules under the Phasing-Out Act, allowing them to work based on a simplified notification to the PUP until 4 March 2029.	A visa or a residence permit is required.
Nationals from Countries with “Preferential” Treatment (e.g., with Bilateral Agreements)	A work permit is required.	A visa or a residence permit is required.
Nationals of Ukraine (Temporary Protection)	Free access to the labour market under the simplified notification procedure (notifying the PUP within 7 days). For UKR status holders, this path is available until March 4, 2027. Thereafter, under the Phasing-Out Act, the right to work via notifications is secured until March 4, 2029, provided they transition to another residence status. Beneficiaries with a CUKR card enjoy full, unrestricted labour market access.	Legal stay under temporary protection is guaranteed until 4 March 2027, based on the permanent framework of the Act on Granting Protection to Foreigners (following the Phasing-Out Act of March 2026). The transitional legal framework secures employment and residency rights in Poland up to 4 March 2029.
Third-country Nationals	Statement of entrusting the performance of work to a foreigner or a work permit is required.	A visa or a residence permit is required.
Foreigners with Free Access to the Polish Labour Market (regardless of Nationality)	Not required (e.g., permanent residence holders, graduates of Polish universities, foreigners with refugee status).	A visa or a residence permit is required.

Posted Worker	Not required if the employer is established in EU/EEA/Switzerland (Vander Elst). Mandatory notification to the National Labour Inspectorate (PIP) is required before work starts. In other cases, work permit is required.	Depends on nationality. EU/EEA citizens: registration of stay after 3 months. Third-country nationals: valid visa/residence permit from the sending country + 'Vander Elst' criteria (or Polish visa if required).
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Types of Permits and Cards

Type of Permit	Description
Work Permit	The most common document required for non-EU/EEA nationals. It is issued by the voivode upon the employer's request and specifies the conditions of work, position, working hours, and salary.
Statement of Entrusting the Performance of Work to a Foreigner	A simplified, fully digitalised procedure restricted exclusively to citizens of 4 countries (Armenia, Belarus, Moldova, and Ukraine). It allows them to work for up to 24 months based on an online registry entry at praca.gov.pl . Note: Georgia is no longer eligible for this procedure.
Notification of Entrusting Work to a Ukrainian Citizen	A simplified, free-of-charge procedure for citizens of Ukraine who reside legally in Poland (including UKR status holders). The employer is completely exempt from obtaining a work permit or statement, provided they submit an electronic notification via praca.gov.pl to the District Labour Office (PUP) within 7 days of the employee starting work.
Temporary Residence Permit	A permit for a stay longer than 3 months, usually issued for up to 3 years. It is issued for purposes such as work, study, family reunification, or business. Upon approval, a residence card is issued. Does not automatically grant the right to work unless combined with a work permit or explicitly issued for employment purposes.
CUKR (Residence Card for UKR Status Holders)	A special 3-year temporary residence permit for Ukrainian citizens transitioning from temporary protection. Applications must be submitted electronically via the MOS portal. It grants full and free access to the Polish labour market and serves as the primary mechanism to secure legal status in Poland up to the 4 March 2029 transitional deadline and beyond.
Permanent Residence Permit	Grants the right to reside in Poland for an indefinite period. It is available to foreigners of Polish descent, holders of the Polish Charter (Karta Polaka), spouses of Polish citizens, or those with refugee status.
Temporary Residence and Work Permit	Also known as a "unified permit." This is a long-term permit that combines the right to both reside and work in Poland for a specific employer.

EU Blue Card	A long-term residence permit for highly qualified professionals. It requires a university degree or equivalent professional experience (typically 5 years, or 3 years in the IT sector), and a salary of at least 150% of the national average wage. It offers more flexibility in changing jobs and greater mobility within the EU.
EU Long-Term Resident Permit	Grants the right to reside for an indefinite period. Applicants can apply for it after at least 5 years of legal and uninterrupted residence in Poland. The holder has free access to the Polish labour market.
Temporary Residence Permit for intra-corporate transfer	Allows managers, specialists, and trainee employees to be temporarily transferred from a company established outside the EU to a host entity in Poland that belongs to the same group of companies. The permit is valid for a maximum of 3 years for managers/specialists and 1 year for trainees.
Schengen Visa (Type C)	Short-term visa allowing a stay of up to 90 days within a 180-day period in the Schengen area. Typically for tourism, business, or visiting family. Does not grant the right to work.
National Visa (Type D)	Long-term visa allowing a stay for more than 90 days, up to one year. Typically issued for employment, study, or business.
Posted Worker	This status applies to a foreigner employed by a foreign company who is temporarily delegated to Poland to perform a service. The foreign company must notify the National Labour Inspectorate (PIP) of the delegation. A work permit is not required if the foreign company operates lawfully in the EU/EOG and the posting is based on a contract for services (Vander Elst).

Labour Law/Types of Employment

Type of Work Agreements		Description
Employment Contract	Probationary period	It may generally be concluded only once for each employee and for a maximum of 3 months, except when followed by a definite period contract: - up to 1 month – if the definite period contract is for less than 6 months - up to 2 months – if the definite period contract is between 6 and 12 months.
	For a definite period	It should not exceed a total of 33 months, and the total number of definite period contracts between the same parties is limited to 3 contracts (otherwise it will automatically be considered as an indefinite term contract).
	For an indefinite period	It applies if expressly stated if the statutory limits for definite period contracts are exceeded or if no specific duration of employment is agreed upon in the contract; an implied conclusion of an indefinite period contract may also occur.

Other Forms of Cooperation (Civil Law Contracts) - Examples	B2B contract (Business-To-Business contract)	Employment in Poland can be based on employment contracts or civil law contracts, provided the relationship does not meet employment criteria; thus, no employment relationship is formed and contractors usually lack employee rights.
	Management contract (Kontrakt Menedżerski)	
	Contract of mandate (Umowa Zlecenia)	
	Contract of specific task (Umowa o Dzieło)	

**Extreme caution is required when using civil law contracts, as inspections may determine if the relationship resembles an employment contract, leading to significant financial consequences. Additionally, Poland is currently working on legislation allowing the National Labour Inspectorate to reclassify civil law contracts as employment contracts.*

Labour Law/Working Time

Aspect	Description
Statutory Weekly Working Time	Standard: 40 hours per week within an average five-day working week.
Part-Time Work	May be agreed upon by the employer and employee.
Maximum Shift Length	8 hours (with exceptions under specific working time systems allowing shifts of up to 12, 16, or even 24 hours).
Overtime Work	Only in exceptional cases; maximum overtime hours per calendar year are 150 but may be extended up to 416 hours in internal labour law regulations implemented by an employer.
Scheduling Working Time	Working hours are scheduled by the employer, except in cases such as task-based or flexible working time systems, where the employee usually decides on the start time.

Labour Law/Rest Periods

Types of Rest Period	Description
Break at Work	A break of at least 15 minutes must be provided after 6 hours of work; an additional 15-minute break after 9 hours, and another after 16 hours; all breaks are counted as working time.
Uninterrupted Daily Rest	An uninterrupted daily rest period of at least 11 hours must be provided, with some exceptions for certain groups of employees or specific working time systems.
Uninterrupted Weekly Rest	An uninterrupted weekly rest period of at least 35 hours must be provided, which includes an uninterrupted daily rest period; under certain circumstances, it may be shortened to a minimum of 24 hours.

Labour Law/Leave and Impediments to Work

Types of Leave and Impediments to Work	Description
Annual Leave	The employee's annual leave entitlement depends on their length of service and amounts to: • 20 days - if the employee has worked less than 10 years • 26 days - if the employee has worked for 10 years or more The employee is entitled to full remuneration during the leave period. Years of schooling are recalculated as years of work according to certain formulas for the purposes of annual leave entitlement.
Unpaid Leave	May be provided based on an agreement between the employer and the employee.
Maternity Leave	From 20 to 37 weeks, depending on the number of children born in one birth; the employee receives maternity benefits paid by the Social Security Authority.
Paternity Leave	2 weeks; the employee receives paternity benefit paid by the Social Security Authority.
Parental Leave	As a general rule, from 41 to 43 weeks depending on the number of births; the employee receives parental benefit paid by the Social Security Authority.
Upbringing Leave	Up to 36 months; generally unpaid.

Other

Polish law provides for various circumstances justifying shorter employee absences, including carer's leave, absence due to force majeure, blood donation, public duties, teaching activities, supervisory board membership, as well as personal or family events (e.g., birth or death of a family member).

Additionally, certain employee groups, such as adolescents or persons with disabilities, are entitled to specific types of leave.

Sick Leave

As a rule, the employee is entitled to 80 % of remuneration from the employer for up to 33 days of sickness per year (14 days for older employees), after which the Social Security Authority provides financing; 100% may apply in specific cases.

Labour Law/Remuneration

Types of Remuneration	Description
Minimum Wage	The minimum monthly wage in Poland is as set at PLN 4,806 gross in 2026 (approx. EUR 1,145).
Overtime	The employee is entitled to their remuneration and an allowance of 50% or 100% of remuneration for each hour of overtime (depending on the circumstances); alternatively, leave may be granted instead of the allowance.
Working on Sundays and Public Holidays	The employee is entitled to their remuneration and an allowance of 100% of remuneration for each hour of work on Sunday or public holiday (only if no time off was granted in lieu).
Night Work	The employee is entitled to their remuneration and an allowance of 20% of the statutory minimum hourly rate for each hour of night work.
Standby Duty (Not Performed at Home)	The employee is entitled to remuneration based on their personal classification; if none exists, 60% of the remuneration applies (only if no time off was granted in lieu).
Bonuses	Not strictly regulated by law; generally depends on employer's discretion unless internally regulated or agreed with the employee; one needs to be very careful about bonuses in Poland/large amount of Supreme Court decisions in this respect.
Benefits	In Poland, employees nowadays not only expect a cash salary but also anticipate additional benefits in kind; the most popular and coveted benefits among employees are private healthcare, gym cards and lunch cards.

Statutory Contributions and Income Tax

Statutory Contributions	Paid by Employers	Paid by Employees
Social Security Contribution	20.48% of gross wage	13.71% of gross wage
Health Insurance Contribution	-	9% of gross wage
Personal Income Tax	12%, or 32% for higher income, paid by the employee.	

**This is the standard case; contributions may differ depending on annual income.*

Labour Law/Additional Employer Obligations

Type of Obligation	Description
Obligatory Internal Regulations	Work Regulations: A document establishing the organisation and order in the process of work, along with the rights and duties of both employer and employees; generally applicable to employers with at least 50 employees. Remuneration Regulations: A document establishing the terms and conditions for wage payment and other employment benefits, including rules for granting these benefits; generally applicable to employers with at least 50 employees. Social Benefits Fund Regulations: A document establishing the rules for the operation of the company social benefits fund, specifying the employees eligible for benefits and support measures from the fund; generally applicable to employers with at least 50 employees.
Remote Work	Obligatory (if instituted); requires specific actions for implementation, such as establishing rules through regulations or agreements, providing necessary equipment, ensuring health and safety compliance, and covering the costs of remote work; obligatory when employees work remotely.
Whistleblowing	Obligatory, requires specific actions for implementation, such as establishing internal reporting procedures, ensuring reporting channels, and taking follow-up action; generally applicable to employers with at least 50 employees.
Employee Capital Plans (PPK)	Obligatory; requires very specific and complicated action to implement, such as concluding two subsequent agreements with a financial institution, handling the full administrative process, and paying contributions (minimum of 1.5% by the employer and 2% by the employee); employees may opt out, but some measures remain obligatory (except for micro-entrepreneurs).

Labour Law/Termination of Employment

Termination Circumstances	Description
Mutual Termination Agreement	May be initiated by either party at any time, regardless of employee status; written form strongly recommended.
Notice of Termination and Notice Period	Employee: The employee may give notice for any reason or without stating a reason; written form required. Employer: In the case of definite and indefinite contracts, the employer must provide concrete, objective and provable reasons for termination and comply with termination restrictions; written form required. Notice Period: Probationary contracts – from 3 days to 2 weeks; definite and indefinite contracts – from 2 weeks to 3 months (depending on the employee's length of service). Duration: Weekly notice always ends on a Saturday; monthly notice takes effect on the first day of the following month and always ends on the last day of the month.
Immediate Termination	Only in limited situations strictly defined in the Labour Code; written form and very formal justification required.
Termination within a Probationary Period	Both the employer and the employee may terminate the employment during the probationary period for any reason or without stating a reason.
Other Circumstances	Lapse of the agreed contract duration (probationary or definite period). There is also contract expiration in specific cases (e.g., due to the death of the employee or employer).
Severance Pay in Group Lay-offs	The employee is entitled to severance pay if their employment is terminated solely for reasons not related to them and the employer has at least 20 employees. The severance pays range from 1- to 3-month remuneration depending on the length of employment at the given employer's and may not exceed 15 times the statutory minimum wage.

The Czech Republic



Entitlement to Reside and Work in the Czech Republic

Nationality	Employment and Residency Permit
Czech Nationals	Not required.
EU/EEA and Swiss nationals and their family members	Employment permit not required. Residency permit may be required.
Nationals of Australia, Canada, Israel, Japan, New Zealand, Singapore, South Korea, Taiwan, United Kingdom, USA	Employment permit not required. Residency permit required.
Third-country nationals	Required.
Foreigners with free access to the Czech labour market regardless their nationality (e.g. permanent residency holders, foreigners with acquired education according to Czech laws)	Employment permit not required. Residency permit required.
Types of Permits	Description
Work Permit	Most common for short-term and seasonal employment; must be accompanied by a residency permit.
Employee Card	Long-term residence permit that allows third-country nationals to reside and work in the Czech Republic.
Blue Card	Long-term residence permit that allows third-country nationals to reside and work in the Czech Republic in highly skilled positions.
Intra-Company Transfer Card	Long-term residence permit that allows third-country nationals to be transferred from their country of origin to a position in the Czech Republic as a manager, specialist, or employed trainee.

Types of Employment

Type of Work Agreements	Description	
Employment Contract	For a definite period	It can be concluded for a maximum of 3 years and extended up to two times (a total maximum duration of 3 × 3 years).
	For an indefinite period	It applies if expressly stated or if no specific duration of employment was agreed upon in the contract.
Agreements on Work Performed Outside an Employment Relationship	Agreement to perform work	The scope of work may not exceed 300 hours per calendar year.
	Agreement on work activity	The scope of work may exceed half of the statutory weekly working hours (20 hours) on average.

Probationary Period

Status of Employee	Description
Regular Employee	Maximum of 4 consecutive months.
Managerial Employee (with at least one subordinate)	Maximum of 8 consecutive months.

**A probationary period may not exceed half of the agreed definite period of employment.*

Working Time

Aspect	Description
Statutory Weekly Working Time	Standard: 40 hours per week, usually distributed over five working days.
	Two-shift working regime: 38.75 hours per week.
	Multi-shift or continuous working regime: 37.5 hours per week.
Part-Time Work	May be agreed by the employer and employee.
Maximum Shift Length	12 hours
Overtime Work	Only exceptionally; maximum overtime hours per calendar year are 150 but may be extended with the employee's consent up to a total of 416 hours.
Scheduling Working Time	Working hours are scheduled by the employer; the employee may schedule their own working hours, whether on-site or remote, but only based on a written agreement with the employer.

Rest Periods

Types of Rest Period	Description
Meal and Rest Break	A break of at least 30 minutes must be provided no later than after 6 hours of continuous work; not counted as working time.
Uninterrupted Daily Rest	An uninterrupted daily rest period of at least 11 consecutive hours must be provided within every 24-hour period; under certain circumstances, it may be shortened to at least 8 or 6 hours.
Uninterrupted Weekly Rest	An uninterrupted weekly rest period of at least 24 hours must be provided, taken together with the uninterrupted daily rest period, which must immediately follow, i.e. a total of at least 35 hours; under certain circumstances, it may be shortened to at least 24 hours.

Leave and Impediments to Work

Types of Leave and Impediments to Work	Description
Annual Leave	The statutory minimum is 4 weeks of paid leave per calendar year, but 5 weeks is becoming the market standard; the employee is entitled to wage compensation from the employer amounting to 100% of their average earnings.
Unpaid Leave	May be provided based on an agreement between the employer and the employee.
Maternity Leave	28 weeks, 37 weeks in the case of multiple births; the employee receives maternity benefit paid by the Social Security Authority.
Paternity Leave	2 weeks; the employee receives paternity benefit paid by the Social Security Authority.
Parental Leave	Up to the child's age of 3 years, provided to the mother after the end of maternity leave or to the father from the birth of the child; the employee receives parental benefit paid by the Czech Labour Office.
Other Important Personal Impediments to Work	For certain personal reasons, the employee is provided with paid or unpaid leave for a period of several days or as long as strictly necessary, depending on the nature of the hinderance; if paid, the employee is entitled to wage compensation from the employer amounting to 100% of their average earnings.
Sick Leave	For the first 14 days, the employee is entitled to wage compensation from the employer amounting to 60% of their reduced average earnings; from the 15th day onward, the employee is entitled to sickness insurance benefits paid by the Social Security Authority.

Remuneration

Types of Remuneration	Description
Minimum Wage	The employer must comply with the minimum wage when remunerating employees; the minimum monthly wage currently stands at CZK 22,400 (approx. EUR 920).
Overtime	The employee is entitled to their earned wage and a supplement of at least 25% of their average earnings.
Working on Public Holidays	The employee is entitled to their earned wage and compensatory time off for work performed on a public holiday, with wage compensation amounting to 100% of their average earnings.
Night Work	The employee is entitled to their earned wage and a supplement of at least 10% of their average earnings.
Working in a Difficult Working Environment	The employee is entitled to their earned wage and a supplement of at least 10% of the minimum wage.
Working on Saturdays and Sundays	The employee is entitled to their earned wage and a supplement of at least 10% of their average earnings.
Benefits and Bonuses	Not regulated by law, and their provision is entirely at the employer's discretion.

Statutory Contributions and Income Tax

Statutory Contributions	Paid by Employers	Paid by Employees
Social Security Contribution	24.8% of gross wage	7.1% of gross wage
Health Insurance Contribution	9% of gross wage	4.5% of gross wage
Personal Income Tax	15%, or 23 % for higher income, paid by the employee.	

Termination of Employment

Termination Circumstances	Description
Termination Agreement	An agreement between the employer and the employee; must be in writing.
Notice of Termination and Notice Period	Employee: The employee may give notice for any reason or without stating a reason; must be in writing. Employer: The employer may only terminate the employee by notice for reasons specified by law and must comply with rules prohibiting termination by notice; must be in writing. Notice Period: At least 2 months for both the employee and the employer; or at least 1 month if the notice is given by the employer for certain statutory reasons. Duration: Commences on the day notice is delivered to the other party and ends on the day with the same numerical date.
Immediate Termination	Only for reasons specified by law; must be in writing.

Termination within a Probationary Period	Both the employer and the employee may terminate the employment during the probationary period for any reason or without stating a reason.
Other Circumstances	Expiry of the definite period. Revocation of a residence permit, deportation, or expiration of a work permit, employee card, or Blue Card for a foreign employee. Death of an employee.
Severance Pay	In specific cases, an employee is entitled to severance pay upon termination of employment. The minimum amount of severance pay ranges from 1 to 3 times the employee's average monthly earnings, depending on the length of their employment.

Disclaimer:

Note that the above overview only includes the general rules, applicable as of 1 January 2026. The overview is not intended to be exhaustive.

Lithuania



Entitlement to Reside and Work in Lithuania

Nationality	Work and Residence Permit
Lithuanian Nationals	Not required.
EU/EEA and Swiss Nationals	Work permit not required. Residence permit may be required.
Third-country Nationals Working in the EU	Work permit required only when employees are posted or arrive to perform seasonal work. Residence permit required. Obligation to declare presence or register with the local registry office (<i>municipality</i>) after 90 days.
Third-country Nationals	Work permit required only when employees are posted or arrive to perform seasonal work. Residence permit required. Obligation to declare presence or register with the local registry office (<i>municipality</i>) after 90 days.
Non-European Third-country Nationals (EU+EEA+Switzerland)	Work permit not required. Residence permit may be required, when working for more than 90 days.
Main Types of Permits	Description
Employee Temporary Residence Permit	Permanent employment contract, advance work permit, social insurance from the country of origin. Different permits apply when employees come from EU member states and third countries.
Temporary Workers	Fixed-term contract or secondment, prior work permit obtained by the employer from the State Social Insurance Fund.
Multiannual "Seasonal Worker" Residence Permit	Permit to perform seasonal work, seasonal employment contract, employer submits all documents to the State Employment Service
Qualified Employee ("Talent")	A Blue Card is granted, requiring a higher education diploma and at least 3 or 5 years of professional experience.
Duration and Validity	Description
Duration	The work permit for seasonal work is valid for 6 months and for posted employees – valid for 1 year and may be renewed. For highly qualified workers holding an EU Blue Card, the residence permit is valid for up to 3 years or for the duration of the employment contract if shorter.
Validity	Specific work permits allow the holder to engage in salaried employment for (i) any employer or for a specific employer only and/or (ii) in one or more specific geographical areas.

Types of Employment

Type of Work Agreements		Description
Employment Contract	Fixed-term contract	A fixed-term employment contract expires at the end of the term. A fixed-term employment contract becomes permanent if the employment relationship continues for more than one day. The total maximum duration of fixed-term employment contracts concluded with the same employee for the same job function is generally two years. The total maximum duration of fixed-term employment contracts concluded with the same employee for different job functions may not exceed five years.
	For an Indefinite term	Applies if expressly stated or if no specific duration of employment was agreed upon in the contract.

Probationary Period

Type of Contract	Duration
Fixed-term Contract 6 months < x	The probationary period must be proportionate to the term of this agreement (i.e., shorter than three months).
Indefinite-term Contract	No more than 3 months.

Working Time

Aspect	Description
Statutory Weekly Working Time	Standard: 40 hours per week, usually distributed over five working days. Maximum weekly working time: - the average working time, including overtime but excluding work under an agreement on additional work, may not exceed 48 hours in any seven-day period - working time, including overtime and work under an agreement on additional work, during a working day (shift) may not exceed 12 hours, excluding lunch breaks, and 60 hours during each seven-day period. Reduced working hours apply to persons whose work involves greater mental and emotional stress, and the list of such jobs, professions, and positions has been approved by the Lithuanian government.
Part-Time Work	May be agreed upon by the employer and employee.

Overtime Work

Work may only be performed with the employee's written consent, except in exceptional cases.

During a seven-day period, no more than eight hours of overtime may be worked, unless the employee has given their consent to work up to twelve hours of overtime per week.

Scheduling Working Time

The employer must establish one of the following working time regimes:

1. fixed duration of workdays/shifts and number of working days per week
2. summary working time recording
3. a flexible working schedule
4. split shifts
5. individualised working time.

Rest Periods

Types of Rest Period

Description

Meal and Rest Break

No later than after five hours of work employees must be given a lunch break to rest and eat. The duration of this break cannot be less than thirty minutes and no longer than two hours.

Breaks are not counted as working time.

Uninterrupted Daily Rest

The duration of daily uninterrupted rest between working days (shifts) may not be less than 11 consecutive hours.

Uninterrupted Weekly Rest

Employee must be granted at least 35 hours of uninterrupted rest during a period of seven consecutive days.

If an employee's working day (shift) lasts more than 12 hours but no more than 24 hours, the uninterrupted rest period between working days (shifts) may not be less than 24 hours;

If the work on-call period lasts 24 hours, the rest period must last at least 24 hours.

Leave and Impediments to Work

Types of Leave and Impediments to Work

Description

Annual Leave

20 working days (for those who work five days per week), or 24 working days (for those who work six days per week)

Additional leave for continuous employment: three working days for continuous employment of 10 years, and another working day for every five years of continuous employment after that.

Unpaid Leave

May be provided based on an agreement between the employer and the employee

Maternity Leave

The employer must provide 14 days of pregnancy and childbirth leave immediately after childbirth, even if the employee does not request it.

70 calendar days before childbirth and 56 calendar days after childbirth

The maternity benefit amounts to 77.58% of the beneficiary's eligible income. However, this benefit may not be lower than eight times the basic social benefit (BSB) per month. The amount of the BSB is determined by the government. For instance, in 2026, the BSB is set at EUR 74, meaning the minimum monthly maternity benefit cannot be less than EUR 592.

Paternity Leave

Paternity leave grants working fathers 30 calendar days at any time until the child reaches the age of one year, compensated at 100% of their salary.

Parental Leave

One of the parents (adoptive parents) or guardians or one of the child's grandparents or a former permanent guardian of the child is entitled to receive childcare allowance.

The duration of childcare leave can be chosen either until the child reaches 18 months of age or until the child reaches 24 months of age. Of these, 2 months (or 62 calendar days) for the mother and 2 months (or 62 calendar days) for the father are non-transferable and can be used by either parent (adoptive parents, guardians), while during the remaining time the child can be looked after by either parent and the allowance is paid to both the mother and father or adoptive parents and guardians.

Childcare allowance amounts:

- When choosing to care for a child until they reach 18 months of age, the allowance is 60% of the beneficiary's compensable earnings.
- When choosing to care for a child until they reach 24 months of age, the benefit is 45% of the beneficiary's compensable earnings in the first year of care and 30% in the second year.
- In both the first and second options, the childcare benefit for non-transferable childcare leave months is 78% of the beneficiary's compensable earnings. The same amount of childcare allowance is paid for the additional two months of childcare leave granted in cases where the child is raised by only one parent.

Sickness Leave

Sickness benefit is payable when a person falls ill and receives a certificate of incapacity for work from a doctor.

Benefit amounts:

- 62.06–100% of the beneficiary's average wage for the first 2 days of illness is usually paid by the employer
 - 62.06% of the beneficiary's compensable wage from the 3rd day of illness is usually paid by State Social Insurance Fund.
-

Remuneration

Types of Remuneration	Description
Minimum Wage	The employer must comply with the minimum wage when remunerating employees. As of 2026, the gross minimum monthly wage in Lithuania is set at EUR 1,153 for full-time employment (40 hours per week).
Overtime	Remuneration is not less than one and a half times the employee's salary.
Working on Public Holidays	Remuneration is not less than double the employee's salary.
Night Work	Remuneration is not less than one and a half times the employee's salary.
Working on Rest Days	For work on a day off that is not specified in the work (shift) schedule, the employee is paid no less than double their regular wage.
Variable remuneration	Variable remuneration may be provided for in the employment contract. Clear and achievable objectives must have been set at the beginning of the financial year. A discretionary bonus might also be paid.

Statutory Contributions and Income Tax

Statutory Contributions Paid by the Employer

Unemployment Social Insurance	1.31% if open-ended employment contract 2.03% if fixed-term employment contract
Contributions to the Guarantee Fund	0.16%
Contributions to the Long-Term Employment Benefit Fund	0.16%
Occupational Accidents and Diseases Social Insurance	0.14%

In the case of an open-ended employment contract, the employer is required to pay a total of 1.77% into the above social insurance contributions. If the employee's gross salary does not reach the statutory minimum monthly wage (EUR 1,153 in 2026), the State Social Insurance Fund Board obliges the employer to pay additional contributions on the difference between the actual salary and the minimum wage.

Statutory Contributions Paid by the Employee

Pension Insurance	8.72%
Sickness Social Insurance	1.99%
Maternity Social Insurance	1.81%

If an employee's annual gross salary exceeds 60 times the national average monthly wage (EUR 138,729 in 2026), the social insurance contributions for pension, sickness, and maternity insurance are no longer applied to the portion of income exceeding this threshold.

Complementary Pension Contributions	3%
Personal Income Tax	20% Once an employee's annual gross salary exceeds 60 times the national average monthly wage (EUR 138,729 in 2026), they obtain the right to choose the applicable personal income tax rate. The employee may either retain the standard 20% rate or opt for the higher 32% rate.
Compulsory Health Insurance	6.98%

Termination of Employment

Termination Circumstances	Description
Mutual Agreed Termination	The employment contract may be terminated by mutual agreement between the employer and the employee. The proposal to terminate the employment contract must be submitted in writing.
Termination at the Employee's Initiative without Important Cause	An indefinite employment contract and a fixed-term employment contract may be terminated by the employee's written notice, giving the employer at least twenty calendar days' notice unless the employer agrees to shorten or waive the notice period.
Termination at the Employee's Initiative for Important Reasons	An employment contract may be terminated by written notice from the employee, given to the employer no later than five working days in advance, if: 1. The employee's downtime through no fault of their own lasts for more than thirty consecutive days or if it amounts to more than forty-five days in the last twelve months 2. The employee has not been paid the full amount of wages due to him for two consecutive months or more 3. The employee is unable to perform his duties properly due to illness or disability or because he is caring for or supervising a family member or a person living with the employee 4. An employee working under an indefinite employment contract has reached the social insurance retirement age while working for that employer.

Termination at the Employer's Discretion through no Fault of the Employee's

The employer has the right to terminate a permanent or fixed-term employment contract before its expiry for the following reasons:

1. The employee's job function becomes redundant for the employer
2. The employee fails to achieve the agreed work results
3. The employee refuses to work under the changed essential or additional terms of the employment contract or to change the type of working time regime or place of work
4. The employee does not agree to the continuation of employment in the event of a transfer of the business or part of it
5. A court or employer's body takes a decision that results in the termination of the employer.

The notice period and the amount of severance pay depend on the specific circumstances of the employee, such as their length of service, the age of their children, and other relevant factors.

Termination of an Employment Contract at the Employer's Initiative due to the Employee's Fault

The employer has the right to terminate the employment contract without notice and without paying severance pay if the employee, through his own fault or inaction, violates the duties established by labour law or the employment contract.

The reasons for terminating an employment contract may be:

- gross violation of the employee's duties
- a second violation of the same duties committed by the employee within the last twelve months.

Termination of an Employment Contract at the Employer's Initiative

The employer has the right to terminate the employment contract with the employee for reasons not specified under termination at the employer's initiative without the employee being at fault, by giving three working days' notice and paying a severance allowance of no less than six months' average salary.

Disclaimer:

Note that the above overview only includes the general rules, applicable as of 1 May 2026. The overview is not intended to be exhaustive.

Latvia

Entitlement to Reside and Work in Latvia

Nationality	Employment and Residency Permit
Latvian Nationals	Not required.
EU/EEA and Swiss Nationals	Employment permit not required. Registration with local authorities may be required for stays over 3 months.
Third-country Nationals working in the EU	Visa or residence permit with rights to work required. Various categories available depending on qualifications and purpose.
Third-country Nationals	Visa or residence permit with rights to work required. Various categories available depending on qualifications and purpose.
UK Nationals (EU+EEA+Switzerland)	Employment and residence permit required. Various categories available depending on qualifications and purpose. Entry visa not required under visa waiver.
Main Types of Permits	Description
Work Permit	Most common for short-term and seasonal employment; it must be accompanied by a residency permit.
Regular Temporary Residence Permit	Long-term residence and employment permit for qualified professionals with university degree or 3-year previous experience and job offer in Latvia. In 2025, the minimum gross annual salary required is EUR 21,780. Valid for up to 5 years with annual registration. Mandatory labour market testing for 10 business days.
EU Blue Card	Long-term residence and employment permit for highly qualified professionals with university degree (3 years of studies) or 5 years' previous experience and job offer in Latvia. In 2025, the minimum gross annual salary required is EUR 32,700. A lower threshold applies for shortage occupations (e.g. scientists, mathematicians, engineers, doctors, IT specialists). Valid for up to 2 years.
Intra-Company Transfer Card	Long-term residence and employment permit for employees transferred within multinational companies. Valid for up to 3 years for managers/specialists, 1 year for trainees.

Types of Employment

Type of Work Agreements		Description
Employment Contract	Fixed-term contract	Fixed-term contracts can be concluded in specific cases stipulated by labour law. A fixed-term employment contract expires at the end of the term. A fixed-term employment contract becomes permanent if the employment relationship continues for at least one day after the end date. The total maximum duration of fixed-term employment contracts may not exceed five years (including extensions of the term).
	For an Indefinite term	Usually applied if no specific duration of employment was agreed upon in the contract and according to labour law.

Probationary Period

Type of Contract	Duration
Fixed-term Contract	The probationary period must be proportionate to the term of the employment agreement (i.e., shorter than three months). For fixed-term employment contracts concluded up to 6 months, the probationary period may not exceed 1 month, whereas if the contract is concluded for up to 1 year, the probationary period may not exceed 2 months.
Indefinite-term Contract	No more than 3 months.

Working Time

Aspect	Description
Regular Working Time	40 hours per week, 8 hours per day, weekly working time usually distributed over five working days. Regular working time of employees associated with a special risk may not exceed seven hours a day and 35 hours a week if they are engaged in such work for not less than 50% of regular daily or weekly working time.
Part-Time Work	May be agreed by the employer and employee.
Overtime	Work may only be performed with the employee's written consent, except in exceptional cases. Overtime may not exceed eight hours on average within a seven-day period, which is calculated in the accounting period that does not exceed 4 months. If aggregate working time is set, the work performed by the employee over the regular working time determined in the accounting period is regarded as overtime.

Aggregate Working Time

If due to the nature of the work it is not possible to comply with the length of the regular daily or weekly working time, aggregated working time can be set so that the working time in the accounting period does not exceed regular working time.

The accounting period can be set to 1-3 months.

The employees must be familiarised with the work schedule in due time.

It is prohibited to employ the employee for more than 24 hours in succession and 56 hours a week.

Rest Periods

Types of Rest Period	Description
Meal and Rest Break	No later than after four hours of work employees must be given a lunch break to rest and eat. The duration of this break cannot be less than thirty minutes. Breaks are not counted as working time.
Uninterrupted Daily Rest	The duration of daily uninterrupted rest between working days (shifts) for aggregate working time employees may not be less than 12 consecutive hours.
Uninterrupted Weekly Rest	The length of a weekly rest period within a seven-day period shall not be less than 42 consecutive hours. If a working week of 5 days is specified, an employee shall be granted two weekly rest days. Both the weekly rest days are customarily granted as consecutive days. If aggregated working time is determined, an employer is to ensure that the weekly rest time shall not be shorter than 35 hours a week on average, including the daily rest time.

Leave and Impediments to Work

Types of Leave and Impediments to Work	Description
Annual Leave	May not be less than four calendar weeks, not counting public holidays. Additional leave is granted for employees caring for three or more children under the age 16 years or a child with a disability up to 18 years of age, employees whose work is associated with a special risk, employees caring for less than three children under 14 years of age. It is allowed to agree on additional supplementary leave in employment contracts for other cases.
Unpaid Leave	May be provided based on an agreement between the employer and the employee. The period of leave without retention of remuneration which is longer than four weeks within one year is not included in time for annual leave.
Prenatal and Maternity Leave	Prenatal leave of 56 calendar days and maternity leave of 56 calendar days is summed and 112 calendar days granted

irrespective of the number of days of prenatal leave that have been taken prior to childbirth.

In case of complications in pregnancy, childbirth or postnatal period, as well as if two or more children are born, a woman shall be granted a supplementary leave of 14 days, adding it to the maternity leave and calculating 70 calendar days in total.

Paternity Leave

The father of a child is entitled to leave of 10 calendar days. Leave is granted to the father of a child immediately after the birth of the child, but not later than within six months from the birth of the child, compensated by the state at 80% from average insurance contributions.

Parental Leave

Parental leave is granted on the employee's request as a single period or in parts. The employee has the obligation to notify the employer in writing one month in advance of the beginning and the duration of the parental leave or parts of it.

Such leave shall be granted for a period not exceeding one and a half years up to the day the child reaches the age of 8.

When determining the amount of allowance, the period for payment of allowances can be chosen:

- When choosing allowance for caring for 19 months from birth, the allowance is 43.75% of the beneficiary's average insurance contribution.
- When choosing allowance for caring for 13 months from birth, the allowance is 60% of the beneficiary's average insurance contribution.
- Both parents may use the non-transferable part of leave which should be taken until the child reaches the age of eight.

Sickness Leave

Sickness benefit is payable when a person falls ill and receives a certificate of incapacity for work from a doctor.

Benefit amounts:

The employer has an obligation to disburse sick pay to employees (except for incapacity for work that is related to pregnancy and childbirth and caring for a sick child) amounting to:

- not less than 75% of the average earnings for the 2nd and 3rd day
- 80% for a period not longer than 9 calendar days.

Sick leave starting from the 10th calendar day is paid from the state budget – 80% of average earnings.

Sick leave when caring for a sick child is paid from the state budget, starting from the first day of sick leave.

Remuneration

Types of Remuneration	Description
Minimum Wage	The employer must comply with the minimum wage when remunerating employees. The gross minimum monthly wage in Latvia is set at EUR 780 for full-time employment (40 hours per week).
Overtime	An employee who does overtime receives a supplement of not less than 100% of the hourly or daily wage rate. The employee and employer may agree that the supplement (compensation) for overtime is substituted with paid rest at another period according to the number of overtime hours worked. If the supplement is substituted with paid rest, then this paid rest is granted within one month from the day of doing the overtime, but if the aggregated working time is specified for the employee, then the paid rest is granted in the following accounting period, but not later than within three months.
Working on Public Holidays	An employee who works on a public holiday receives a supplement of not less than 100% of the hourly or daily wage rate.
Night Work	An employee who performs night work (for more than two hours between 22:00 and 06:00) receives a supplement of not less than 50% of the specified hourly or daily wage rate
Working on Rest Days	Generally the weekly rest day is Sunday. For regular working time, employees can be requested to work on rest days in specific cases: • if it is required by a most urgent public need • 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 work activities in the undertaking • to complete urgent, unexpected work within a specified period. Equivalent compensatory rest is granted in any time period of 14 days.

Statutory Contributions and Income Tax

Statutory Contributions paid by the Employer

Social Security Contributions (Employee's Part)	10.5%
Social Security Contributions (Employer's Part)	23.59% - paid on top off the gross salary by the employer.
Non-taxable Minimum	EUR 550 per month if tax book is submitted.
Personal Income Tax	25.5% – for annual income up to EUR 105,300 33% – for the portion of annual income exceeding EUR 105,300.

Termination of Employment

Termination Circumstances	Description
Mutual Agreed Termination	The employment contract may be terminated by a mutual agreement between the employer and the employee at any time.
Termination During the Probationary Period	The employer and the employee have the right to give notice of termination in writing 3 days prior to termination. When giving notice of termination during the probationary trial period, the employer does not have to indicate the cause for giving notice.
Termination at the Employee's Initiative without Important Cause	An indefinite employment contract and a fixed-term employment contract may be terminated on the employee's written notice, giving the employer at least 1 month's notice, unless a shorter period for giving notice has been agreed in the employment contract.
Termination at the Employee's Initiative for an Important Reason	An employee has the right to give written notice of the termination of an employment contract without complying with a 1-month notice period for an important reason. Every condition based on considerations of morals and fairness that does not allow the continuation of employment is regarded as such a reason.
Termination at the Employer's Discretion (not due to the Employee's Conduct)	The employer has the right to terminate a permanent or fixed-term employment contract before its expiry for the following reasons: • the employee lacks adequate occupational competence for performance of the contracted work • the employee is unable to perform the contracted work due to his or her state of health and such state is certified with a doctor's opinion • an employee who previously performed the work has been reinstated at work • redundancy • the employer is being liquidated • the employee has not performed any work due to temporary incapacity for more than 6 months if the incapacity is uninterrupted, or for 1 year within a 3-year period if the incapacity recurs with interruptions. The notice period and the amount of severance pay depend on the specific ground of termination and length of service.

Severance Pay

When the employment contract is terminated by an employer not due to the employee's conduct, an employer has a duty to pay severance pay to the employee in the following amounts:

- one month's average earnings if the employee has been employed by the relevant employer for less than five years
- two months' average earnings if the employee has been employed by the relevant employer for five to 10 years
- three months' average earnings if the employee has been employed by the relevant employer for 10 to 20 years, and
- four months' average earnings if the employee has been employed by the relevant employer for more than 20 years.

Termination of an Employment Contract at the Employer's Initiative due to the Employee's Conduct

The employer has the right to terminate the employment contract without paying severance pay if the employee violates the duties established by labour law or the employment contract through his own fault or inaction.

The reasons for terminating an employment contract may be:

- the employee significantly violated the employment contract or the specified working procedures without a justifiable reason
- when performing work, the employee acted illegally and has therefore lost the trust of the employer
- when performing work, the employee acted contrary to moral principles and such action is incompatible with continuing employment
- when performing work, the employee was under the influence of alcohol, narcotic or toxic substances
- the employee grossly violated labour protection regulations and jeopardised the safety and health of other persons.

If an employer intends to give notice to terminate an employment contract, the employer has a duty to request an explanation from the employee in writing.

The notice period depends on the specific ground of termination.

Estonia

Entitlement to Reside and Work in Estonia

Nationality	Employment and Residency Permit
Estonian Nationals	No permit required.
EU/EEA and Swiss Nationals	No work permit required. Must register place of residence if staying longer than 3 months.
Family members of EU/EEA/Swiss Nationals (Non-EU citizens)	Must apply for a residence card. Employment permitted once residence right is registered.
Nationals of Visa-free Countries (e.g. USA, UK, Canada, Japan)	May stay short-term (up to 90 days within 180 days). Employment requires registration of short-term employment and usually a visa/residence permit.
Third-country Nationals	Require a residence permit for employment (temporary residence permit for employment or EU Blue Card). Short-term employment registration possible in limited cases.

Types of Permits	Description
Work Permit (Short-term Employment Registration)	Allows temporary work (generally up to 365 days within 455 days; longer in specific sectors like IT or startups). Requires employer registration.
EU Blue Card	For highly qualified employees. Requires higher education and salary threshold (~1.5× Estonian average salary). Residence permit tied to employment.
Temporary Residence Permit for Employment	Standard permit for foreign employees. Requires employer, salary criteria (usually at least average salary), and registration.
Startup/Specialist Permits	Simplified procedures for startups and certain specialists (e.g. IT sector).
Job Seeker Visa/Permit	Very limited option. Estonia does not have a broad, general job seeker visa like some EU countries. Available mainly in the following cases: • Short-term stay (visa-free or Schengen visa): Individuals may enter Estonia and search for a job but cannot start working without registering short-term employment or obtaining a residence permit. • Residence permit for employment following studies: graduates from Estonian universities may stay temporarily (up to 9 months) to seek employment. In practice, most third-country nationals must secure a job offer first and then apply for a residence permit for employment.

Types of Employment

Type of Work Agreements	Description	
Employment Contract	For an indefinite period	Standard employment contract without end date. Most common.
	For a specified period (fixed-term)	Allowed only for a valid reason (e.g. temporary replacement, project work). The employer must notify the employee of the duration of the employment contract and the reason for entry into an employment contract for a specified term.
Part-time Contract	Reduced working hours compared to full-time; based on mutual agreement.	
Flexible Working Time Agreement	A written agreement where working time is divided into agreed hours and additional hours. The employee may be asked to work additional hours with prior notice but has the right to refuse each time. Total hours (agreed + additional) must not exceed full-time. Applicable only if minimum conditions are met (e.g. at least 10 agreed hours per week and pay $\geq 1.2 \times$ minimum wage). If the employee regularly works more than agreed hours, they may request an increase of agreed working time. Non-compliant agreements are void.	
On-call Work	Allowed if agreed; employee is available if needed. Time may be fully or partly counted as working time depending on restrictions imposed. Compensation required.	
Remote Work (Telework)	Work performed outside employer's premises (e.g. from home). Must be agreed; employer remains responsible for occupational health and safety.	
Shift Work	Work organised in shifts (including night shifts). Common in healthcare, manufacturing, etc.	
Compressed Working Time	Same total hours over fewer working days (e.g. longer days, fewer days per week), if agreed.	

Agreements on Work Performed Outside an Employment Relationship

Type of Work Agreements	Description
Service Agreement (Contract for Services)	Civil law contract; independent contractor relationship; not employment. No employment protections. Risk of reclassification if elements of employment exist (subordination, fixed hours, employer control).
Contract for Services	Deliverable-based contract (e.g. construction, project-based work). Contractor independent.

Management Board Member Agreement	Not an employment contract. Governed by company law, not employment law.
Freelancing/Sole Trader (FIE)	Self-employed individual providing services independently.
Agency Work (Temporary Agency Work)	Employee works via a staffing agency. Equal treatment principle applies.

Probationary Period

Status of Employee	Description
All Employees	Up to 4 months of probation (unless shorter agreed). Purpose: assess suitability. Either party may terminate with 15 days' notice.

Working Time

Aspect	Description
Statutory Weekly Working Time	Standard: 40 hours per week (8 hours per day). Maximum: 48 hours per week over a reference period (usually 4 months, can be extended to 12).
Part-Time Work	Freely agreed between parties.
Maximum Shift Length	Generally 13 hours including overtime (exceptions possible under collective agreements).
Flexible Working Time	May vary daily/weekly within agreed reference period; must still comply with average limits.
Reference Period	Usually up to 4 months (can be extended to 12 months via collective agreement).
Overtime	By agreement only. Must be compensated with time off or at least 1.5x pay.
Scheduling Working Time	Typically Monday–Friday. Weekend work allowed depending on sector.
Standby Time (On-call)	If employee must be available, this may count as working time fully or partially.

Rest Periods

Types of Rest Period	Description
Meal and Rest Break	At least 30 minutes after 6 hours of work.
Uninterrupted Daily Rest	Minimum 11 hours per 24-hour period.
Uninterrupted Weekly Rest	Minimum 48 consecutive hours per 7 days (or 36 hours in certain cases).

Time Off	
Types of Time Off	Description
Annual Leave	Minimum 28 calendar days per year (longer for minors and certain professions).
Unpaid Leave	By mutual agreement between employer and employee.
Maternity Leave	100 days (paid by state).
Paternity Leave	30 calendar days (paid by the state).
Parental Leave	Parental leave may be taken until the child reaches the age of three. Can be taken by either parent or shared. For certain time they can receive statutory parental leave benefit (individual, paid by the state); employment contract is suspended but job protection applies.
Other Leave	Includes study leave (up to 30 calendar days per year of which 20 days are paid under conditions), childcare leave (additional paid days depending on number/age of children.), caregiver leave (short-term leave to care for dependent family member).
Sick Leave	First 3 days unpaid, days 4–8 paid by employer, from day 9 paid by health insurance.

Remuneration	
Types of Remuneration	Description
Minimum Wage	Set annually (e.g. in 2026 it is EUR 886 per month until March and EUR 946 per month from April; increases periodically).
Overtime	Compensated with time off or at least 1.5× salary.
Working on Public Holidays	Compensated at double pay (2×).
Night Work	Additional pay (at least 1.25× unless included in salary).
On-call Compensation	Remuneration which is not less than one-tenth of the agreed wages must be paid to the employee.
Working in a Difficult Working Environment	Additional compensation if agreed or required by law.
Working on Saturdays and Sundays	No mandatory premium unless overtime or agreed otherwise.
Benefits and Bonuses	Discretionary unless contractually agreed. Common examples include 13th month salary, vacation bonus, company car, and pension contributions. Bonuses and benefits may become binding through company practice or be deemed remuneration if regularly paid, even if labelled as “voluntary”.

Statutory Contributions and Income Tax

Statutory Contributions	Paid by Employers	Paid by Employees
Social Tax (Includes Pension + Health Insurance)	33%	-
Unemployment Insurance	0.8%	1.6%
Funded Pension (II pillar, optional)	-	2%, 4% or 6% (if joined)
Income Tax	Withheld by employer (22% flat rate; basic exemption applies).	

Termination of Employment

Termination Circumstances	Description
Termination Agreement	By mutual agreement at any time. No notice period required.
Extraordinary Termination (by Employer)	Requires valid reason. Must comply with statutory notice periods and dismissal protection rules. Notice periods depend on length of service (15–90 days). The parties of the employment contract can agree on a longer period for both sides. Statutory Notice Periods: Under 1 year: at least 15 calendar days 1–5 years: at least 30 calendar days 5–10 years: at least 60 calendar days 10 or more years: at least 90 calendar days
Resignation (by Employee)	30 calendar days' notice (unless otherwise agreed), no justification is required.
Immediate Termination	Termination for serious breach by either party. Permitted only for reason which makes it unreasonable for the parties to continue employment until the expiry of the notice period.
Termination within the Probationary Period	15 days' notice.
Redundancy	Due to economic reasons. Employer must pay compensation (1 month salary + additional compensation from Unemployment Insurance Fund depending on tenure).
Termination due to Health Reasons	If employee cannot continue work due to health condition.
Formal requirement	Must be made in a format reproducible in writing (e.g. email, signed letter).
Payment in Lieu of Notice	Employment continues until the end of the notice period, even if the employee is released from duties and paid in full. However, the parties may mutually agree to terminate employment earlier by concluding a termination agreement, setting the end date before expiry of the notice period. This may negatively affect unemployment benefits, as the employee is considered to have contributed to their own unemployment.

Disclaimer:

Please note that the above overview only reflects the general rules applicable as of 1 May 2026. This overview is not intended to be exhaustive.

Ukraine



Entitlement to Reside and Work in Ukraine	
Nationality	Employment and Residency Permit
Ukrainian nationals	Not required
Polish nationals	Employment permit not required. Residency permit is required.
EU/EEA and Swiss Nationals and their Family Members	Required.
Nationals of Australia, Canada, Israel, Japan, New Zealand, Singapore, South Korea, Taiwan, United Kingdom, USA	Required.
Third-country Nationals	Required.
Foreigners with Free Access to the Ukrainian Labour Market regardless of their Nationality (Foreigners and Stateless Persons with a Permanent Residency Permit, Persons Granted Refugee Status in Ukraine, Persons Granted Complementary Protection or Temporary Protection in Ukraine)	Employment permit not required. Residency permit required.
Types of Permits	Description
Work Permit	Short-term and long-term employment; usually accompanied by a temporary residency permit if the foreign citizen is going to reside in Ukraine.
Temporary Residency Permit	Issued to foreign citizens based on a work permit. Can also be issued without a work permit to foreigners, who participate in international technical assistance projects, journalists and media representatives.
Permanent Residency Permit	Allows a foreigner, who has obtained a permanent residency permit, to be officially employed in Ukraine without a work permit

Types of Employment

Type of Work Agreements	Description
Employment Agreement	For an indefinite period Applies if expressly stated or if no specific duration of employment has been agreed in the agreement For a definite period Concluded in cases where employment relations cannot be established for an indefinite period, taking into account the nature of the subsequent work, or the conditions of its performance or the interests of the employee, and in other cases provided for by legislative acts. For period of performance of particular work Concluded for the period of performance of particular work, which means that such the employment agreement will not specify a certain date of termination. When particular work has been performed, the employment agreement is terminated.
Employment Contract	In contrast with an employment agreement – the general form of employment relationship that may be open-ended, fixed-term, or for the duration of a specific task, providing strong employee protection and limited contractual flexibility, and whose termination is allowed only on grounds provided by law – an employment contract is a special, mandatory written and fixed-term form of employment, used only in cases explicitly permitted by law (e.g. executives, educators, researchers, civil servants, professional athletes). It allows the parties to agree on additional rights and obligations, specific remuneration terms, extended liability, and even additional termination grounds beyond those set by the Labour Code. Ukrainian law expressly requires that a written employment agreement be concluded with a foreigner holding a work permit and allows the use of an employment contract if the position falls within the categories where contracts are permitted (e.g. company directors, educators, researchers). Any employment agreement or contract with a foreigner must be fixed-term, and its duration must correspond to the validity period of the work permit.
Employment Agreement with Unfixed Working Time	The employee's obligation to perform work arises in cases when the employer provides work, specified by such employment agreement, with no guarantee that such work will be provided permanently, but provisions of legislation on remuneration for performed work must be complied with. The employer independently determines the amount of work and sets in each case the time during which the work must be performed. There is a significant restriction on the conclusion of such agreements: the employer has the right to conclude such agreements with no more than 10% of all employees in the company. If there are ten employees, then only one of them is allowed to conclude such an agreement.

Probationary Period

Type of Employee	Description
Employee	Maximum of 3 consecutive months
	Maximum of 6 consecutive months in special cases agreed by trade union
Worker	Maximum of 1 month

*A probationary period is not allowed for employees under 18, graduates from universities, persons discharged from military or alternative (non-military) service, persons with disabilities assigned to work in accordance with legislation, persons elected to a position, winners of a competition to fill a vacant position, persons who have completed an internship upon employment with separation from their main job, pregnant women, single mothers who have a child under the age of 14 or a child with a disability, persons who have concluded a fixed-term employment contract for a period of up to 12 months, persons for temporary and seasonal work, and internally displaced persons.

*A probationary period is also not established when hiring to another locality and when transferring to work in another enterprise, institution, organisation, or in other cases if this is provided for by law.

Specifics during Wartime	During martial law, the probationary period can be applied to any employee category.
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Working Time

Aspect	Description
Statutory Weekly Working Time	Standard: 40 hours per week, usually distributed over five or six working days.
	Night-shift working regime: 7 hours per shift.
	Employment with harmful working conditions: 36 hours per week.
Part-Time Work	May be agreed under additional agreement by the employer and employee.
Maximum Shift Length	Legislation of Ukraine does not provide a maximum shift length. It can be 12 hours in special cases when summarised accounting of working hours is introduced at the enterprise by the employer as agreed by the elected body of the primary trade union organisation.
Overtime	Only exceptionally; overtime hours may not exceed 4 hours per 2 consecutive working days; 120 is the maximum for overtime hours per calendar year.
Scheduling Working Time	Working hours are scheduled by the employer; the employee may schedule their own working hours, whether on-site or remote, but only based on a written agreement with the employer.
Specifics during Wartime	Working time can be increased to 60 hours per week for employees of critical infrastructure facilities (salary must be increased proportionately to match increased working time).

Rest Periods

Types of Rest Period	Description
Meal and Rest Break	A break of not more than 2 hours must be provided no later than after 4 hours of continuous work; does not count as working time.
Uninterrupted Daily Rest	Is not provided for by Ukrainian legislation.
Uninterrupted Weekly Rest	An uninterrupted weekly rest period of at least 42 hours must be provided.
Specifics during Wartime	Duration of the uninterrupted weekly rest period may be reduced to 24 hours.

Leave and Impediments to Work

Types of Leave and Impediments to Work	Description
Annual Leave	The statutory minimum is at least 24 calendar days of paid leave per calendar year. Employees under the age of 18 are provided with 31 calendar days of paid leave per calendar year.
Unpaid Leave	May be provided up to 30 calendar days based on an agreement between the employer and the employee.
Maternity Leave	126 calendar days (140 calendar days in complicated cases); employee receives maternity benefit paid by the Pension Fund of Ukraine.
Paternity Leave	2 weeks, not later than within 3 months after the birth.
Parental Leave	Up to the age of three; provided to the mother after the end of maternity leave or to the father from the birth of the child; the employee receives parental benefit paid by the state through the Pension Fund of Ukraine.
Sick Leave	All employees have the right to full or partial compensation for loss of salary due to their temporary incapacity (sickness); first 5 days of sick leave are paid by the employer at its own expense; the state (through the Pension Fund) provides compensation starting from the 6th day of sick leave; the compensation amount is calculated based on the duration of employment (years); when the duration of employment is more than 8 years, the amount of compensation is 100% of the employee's monthly salary.
Specifics during Wartime	The employer may refuse to provide any type of leave (except for maternity leave) to employees if those employees are involved in work at critical infrastructure facilities or defence goods production.

Remuneration

Types of Remuneration	Description
Minimum Salary	The employer must comply with the minimum salary when remunerating employees; the minimum monthly salary in 2026 stands at UAH 8,647 (approx. EUR 175).
Overtime	The employee is entitled to double their earned wage
Working on Public Holidays	The employee is entitled to their earned wage and compensatory time off for work performed on a public holiday, with wage compensation amounting to 100% of their average earnings. But the employee can choose between double pay or regular pay with an additional day off.
Night Work	The employee is entitled to their earned wage and a supplement of at least 20% of the tariff rate (salary) for each hour of work at night.
Working in a Difficult Working Environment	The employee is entitled to their earned wage and a supplement of at least 4% of the tariff rate (salary) for the whole working period. The supplement may be more than 4%. It is established individually for each type of working conditions after a special assessment of working conditions.
Working on Saturday, Sunday and National Holidays	The employee is entitled to double their earned wage.
Benefits and Bonuses	Not regulated by law, and provision is entirely at the employer's discretion.

Statutory Contributions and Income Tax

Statutory Contributions	Paid by Employers from their own Funds	Deducted by Employers from Employees' Gross Salary
Unified Social Contribution	22% of gross wage	-
Military Levy	-	5% of gross wage
Personal Income Tax		18% of gross wage

Termination of Employment

Termination Circumstances	Description
Termination Agreement	An agreement between the employer and the employee; must be in writing.
Notice of Termination and Notice Period	Employee: the employee may give notice for any reason or without stating a reason; must be in writing. Employer: The employer may only terminate the employee by notice for reasons specified by law and must comply with rules prohibiting termination by notice; must be in writing. Notice period for the employee: at least 14 calendar days. Duration: commences on the day the notice is delivered to the other party and ends on the 14th day after it. Notice period for the employer: at least 2 months when reducing the number of employees. For all other grounds of termination the notice period is not specified by law.
Immediate Termination	Only upon mutual consent of employer and employee or for reasons specified by law (including violations of working rules by the employee); must be in writing
Termination within a Probationary Period	If the employer establishes that the employee is not suitable for the position for which he was hired, the employer may dismiss such an employee by giving him 3 days' notice. The employee may terminate employment during the probationary period for any reason or without stating a reason by giving 14 days' notice.
Other circumstances	Expiry of the definite period of an employment agreement. Expiry of the fixed term of an employment contract. Revocation of a residence permit, deportation, or expiration of a work permit, employee card, or Blue Card for a foreign employee. Death of an employee.

Severance Pay	1 average monthly salary	Refusal of an employee to be transferred with the enterprise to work in another locality
		Refusal of an employee to continue work due to a change in essential working conditions
		Organisational changes of the employer (reorganisation, liquidation, etc.)
		Establishing that the employee is incompetent for the work
		Not possible to provide the employee with any duties because the employer's property has been destroyed by military action
	2 minimum salaries	Conscription or entry into military service
Specifics during Wartime	3 months average salary	The employer violated labour law or failed to stop bullying against the employee
	6 months average salary	Termination of employment with a high official (director/chief accountant) on the employer's initiative
The employee may file an application to terminate employment earlier than 14 calendar days. The employer has the right to dismiss an employee who is absent due to sick leave or vacation. In general, employers have the right to terminate contracts more easily due to destruction of enterprise, economic hardship or employee's absence. Suspension of employment agreements is allowed on the employer's or employee's initiative for 90 calendar days (with further extension for the same period). This is a new legal concept introduced to allow employers to suspend employment agreements without terminating them. It is applied in cases where business is disrupted or if the territory where the company is located is occupied by the aggressor state. During suspension no work is done and no salary is paid but the employment remains valid.		

Disclaimer:

Note that the above overview only includes the general rules, applicable as of 1 January 2026. The overview is not intended to be exhaustive.

Georgia



Entitlement to Reside and Work in Georgia

Nationality	Employment and Residency Permit
Georgians	Not required.
Foreign Nationals without a Permanent Residence Permit in Georgia who are Employed by a Local Employer	“Right to Work” required.* Residency permit/D1 Category Visa is required.**

*A labour immigrant, when employed by a local employer and engaged in remunerated labour activities, is obliged to obtain the right to carry out such labour activities through the local employer. In the case of a self-employed foreign national, this right must be obtained directly by the individual. This requirement constitutes a prior step for obtaining a work permit.

**A residence permit is generally required where the foreign national is already present in Georgia at the time of applying for the right to carry out labour activities. Where the foreign national is outside Georgia, a D1 immigration visa is generally required to enter the country for employment purposes before commencing work.

Right to Work

Foreign nationals who intend to work for a Georgian employer or carry out self-employed activities in Georgia may be required to obtain the right to carry out labour activities before commencing work. The application is submitted electronically by the employer or in the case of self-employment by the foreign national.

The application must generally be supported by a valid passport, information regarding the employment or business activity, the employment contract or other relevant agreement, and documents confirming compliance with the applicable salary and employer turnover requirements.

The application is reviewed by the Ministry of Internally Displaced Persons from the Occupied Territories, Labour, Health and Social Affairs of Georgia, and a decision is generally issued within 30 calendar days.

The right to carry out labour activities is granted for a period corresponding to the duration of the employment relationship, but for no less than 6 months and no more than 1 year. Upon expiry, the authorisation may be renewed if the foreign national continues to meet the applicable legal requirements. However, eligible IT professionals may alternatively apply for a Temporary Residence Permit for Persons Employed in the Information Technology Sector, which may be granted for a period of up to 3 years.

Before applying for a work permit, the employer must conduct a labour market test, which includes:

- publishing the vacancy on the Worknet portal for at least 10 working days
- allowing Georgian citizens and permanent residents to apply
- considering candidates referred by the State Employment Promotion Agency.

A new reason for refusal to issue a work authorisation has been introduced: failure to submit documentation confirming compliance with criteria established by the government.

Work permits are typically issued for six months to one year. A significant change in the employee's position or the employer's business activity may require a new permit.

The list of categories exempt from the obligation to obtain a work permit includes:

- Individuals holding a special residence permit
- Persons carrying out short-term professional activities, as defined by a government decree
- Individuals employed in the public sector or in enterprises with state shares
- Foreign nationals working for non-resident employers

- Foreign employees registered in the Public Registry as members of governing bodies, directors, or auditors in enterprises classified as Category I, II, or III.

This exemption does not apply to Category IV enterprises. Foreign nationals registered as members of governing bodies in Category IV enterprises must obtain a work permit.

Types of Permits	Description
Work Permit	Granted to foreigners employed or engaged in business in Georgia. Applicant must provide proof of activity, earn at least five times the minimum living wage and their employer's annual turnover must meet the required threshold – 50,000 Gel per applicant. In cases determined by a Government of Georgia decree, a Labour Residence Permit may also be issued to persons engaged in activities outside the scope of the Law of Georgia on Labour Migration, including company directors and certain self-employed foreign nationals.
Study Residence Permit	Issued for the purpose of studying at an authorised educational institution in Georgia.
Family Reunification Residence Permit	Issued to family members of an alien holding a residence permit.
Former Citizen Residence Permit	Issued to an alien whose citizenship of Georgia has been terminated.
Stateless Person Residence Permit	Issued to an individual whose status of statelessness has been determined in Georgia.
Special Residence Permit	Issued to an alien suspected of being a victim of human trafficking, someone for whom a Georgian government has submitted a written request for a residence permit or has a compatriot status.
Permanent Living Permit	Granted to the spouse or minor child of a Georgian citizen, the parent of a minor Georgian citizen, or an alien who has lived in Georgia for the last 10 years based on a temporary residence permit.
Investment Residence Permit	Issued to an alien and their family members who have invested at least USD 300,000 (equivalent in GEL) in Georgia or who own real property (excluding agricultural land) in Georgia valued above USD 300,000 (equivalent in GEL).
Temporary Residence Permit	Issued to an alien who is a victim of violence against women and/or domestic violence and for whom a restraining or protective order has been issued, or against whom criminal prosecution is ongoing, or who uses services of a shelter or crisis centre for victims.
Short-term Residence Permit	Issued to an alien who owns real property in Georgia (excluding agricultural land) valued at over USD 100,000 (equivalent in GEL), and to their spouse and children. *From 1 March 2026, the minimum value requirement will increase to USD 150,000 (equivalent in GEL).
Permanent Residence Permit	Issued to an alien and their family members who have held an investment residence permit and meet the required conditions related to business turnover or long-term ownership of property valued over USD 300,000 (equivalent in GEL).

**Temporary Residence Permit
for IT Professionals**

Issued to aliens working in the field of information technology and their family members.

*Starting from 1 September 2025.

Types of Employment

Type of Work Agreements	Description	
Employment Contract	For a definite period	A fixed-term employment contract is only allowed if its duration is one year or more, or if specific conditions apply. *If fixed-term employment lasts over 30 months, either through a single contract or multiple consecutive agreements with gaps of 60 days or less, it is legally considered an employment agreement of indefinite duration.
	For an indefinite period	Applies if expressly stated or if no specific duration of employment was agreed upon in the contract

*The rule under the Georgian Labour Code regarding the conversion of a fixed-term employment contract into an employment contract of indefinite duration after 30 months does not apply where the fixed-term nature of the employment is justified by the foreign national's legal right to reside and work in Georgia.

Probationary Period

Status of Employee	Description
Regular Employee	Maximum of 6 consecutive months

*At any time during the Probationary Period, the employer can hire the employee on a fixed-term or for indefinite period or end the probationary agreement.

Working Time

Aspect	Description
Statutory Weekly Working Time	Standard: 40 hours per week, usually distributed over five working days.
Part-Time Work	Someone whose working hours are less than the standard hours of a full-time employee under similar conditions.
Maximum Shift Length	24 hours
Overtime	Overtime work is paid for at an increased hourly rate of remuneration. The amount of this payment is determined by agreement between the parties. *The total overtime done by minors may not exceed 2 hours per working day and 4 hours per working week.

Scheduling Working Time

Employers are obliged to keep a record of the hours worked by employees in the working day, in writing and/or electronically, and must make available the monthly records of hours worked to the employee.

Rest Periods

Types of Rest Period	Description
Meal and Rest Break	If the working day exceeds 6 hours, the employee is entitled to a break, with the duration agreed by the parties. If the working day is 6 hours or less, the break must be at least 60 minutes.
Uninterrupted Daily Rest	The uninterrupted rest time between an employee's workdays or shifts must be at least 12 hours, and working two shifts in a row is prohibited.
Uninterrupted Weekly Rest	In addition to the daily 12-hour rest, every employee is entitled to a minimum of 24 hours of uninterrupted rest within each seven-day period. By mutual agreement, this 24-hour rest may be taken consecutively twice within a 14-day timeframe.

Leave and Impediments to Work

Types of Leave and Impediments to Work	Description
Annual Leave	An employee is entitled to a minimum of 24 working days of paid leave each year. * An employee may request leave after 11 months of work, or earlier by mutual agreement.
Unpaid Leave	The employee has the right to at least 15 working days of unpaid leave annually.
Maternity Leave	Upon request, an employee is entitled to 126 calendar days of paid maternity leave, or 143 days in case of complications or the birth of twins. This leave may be distributed between pregnancy and postnatal periods at the employee's discretion.
Paternity Leave	The right to maternity leave is exclusively granted to the mother. However, the father may utilise any unused portion of this leave not exercised by the mother.
Parental Leave	An employee is entitled to parental leave upon request, totalling 604 calendar days. In cases of childbirth complications or the birth of twins, the leave is reduced to 587 calendar days. Out of the total leave, 57 calendar days are paid. * Maternity leave, parental leave, and newborn adoption leave, are paid out of the state budget.
Sick Leave	Temporary incapacity for work is recognised if the period does not exceed 40 consecutive calendar days or a total of 60 calendar days within a six-month period.

Remuneration

Types of Remuneration	Description
Overtime	Overtime is compensated at an increased hourly rate, typically 125% of the employee's regular hourly wage, however still subject to the mutual agreement.
Working on Public Holidays	Work performed on official holidays is considered overtime and is compensated accordingly. The employee has the right to request alternative rest days in lieu of holiday work, subject to the terms outlined in the employment agreement.
Night Work	Night work remuneration is not specifically regulated by law and is instead determined by mutual agreement between the employer and the employee.
Working in a Difficult Working Environment	An employee working under arduous, harmful, or hazardous conditions is entitled to 10 calendar days of additional paid leave annually.
Benefits and Bonuses	Not regulated by law, and provision is at the employer's discretion.

Statutory Contributions and Income Tax

Statutory Contributions	Paid by Employers	Paid by Employees
Pension Contribution	2% of gross wage	2% of gross wage
Personal Income Tax	20% paid by the employee	

Termination of Employment

Termination Circumstances	Description
Termination Agreement	An agreement between the employer and the employee; written form required.
Notice of Termination and Notice Period	Employee: the employee may give notice for any reason or without stating a reason in writing. Employer: the employer may only terminate employment for reasons specified by law in writing. Notice Period: at least 1 month for both the employee and the employer.
Immediate Termination	Only for reasons specified by law; must be in writing
Termination within a Probationary Period	Both the employer and the employee may terminate the employment during the probationary period for any reason or without stating a reason.

Other circumstances

- a) Downsizing due to economic, technological, or organisational changes
- b) Expiry of the employment agreement
- c) Completion of the agreed work
- d) Employee's voluntary resignation in writing
- e) Mutual written agreement
- f) Employee's lack of required qualifications or skills
- g) Gross violation of employment duties or internal rules
- h) Repeated violations following prior disciplinary action
- i) Long-term incapacity exceeding 40 consecutive or 60 total days in 6 months
- j) Court decision preventing the employee from working
- k) Final court decision declaring a strike illegal
- l) Death of the employer (natural person) or the employee
- m) Employer's legal liquidation
- n) Other justified objective circumstances.

Severance Pay

If an employer ends a contract due to downsizing, skill mismatch, long-term incapacity of the employee, or other valid reasons, they must give 30 days' written notice with 1 month's severance pay, or 3 days' notice with 2 months' severance pay.

Conclusion

Our comprehensive analysis of employment law across 15 key jurisdictions in the wider European region reveals a complex but navigable landscape for international employers. While each country maintains its distinct regulatory framework, clear patterns emerge that can guide strategic decision-making for cross-border operations.

The research demonstrates that European employment law, despite its fragmentation, operates within recognisable parameters. **Immigration and work permit requirements vary significantly**, ranging from no permits required for EU nationals in many jurisdictions to more sophisticated visa systems such as Germany's skilled worker programmes or France's talent residence permits. Employment contract structures show both flexibility and protection, with most countries offering both fixed-term and indefinite contracts, though with varying restrictions on duration and renewal.

Working time regulations across Europe consistently prioritise employee protection while allowing operational flexibility. While specific rules differ between jurisdictions, common principles emerge in areas such as standard working hours, overtime arrangements, and mandatory rest periods. Overall, these frameworks reflect a broadly shared commitment to safeguarding employee well-being while accommodating legitimate business requirements.

Termination procedures represent perhaps the most complex area for international employers, with notice periods typically ranging from two weeks to several months, though some jurisdictions permit shorter periods in specific circumstances such as probationary periods or variations depending on length of service. The research shows that while employee protection is universally strong, the specific mechanisms differ substantially between countries. **What emerges clearly is that successful international employment strategies require both local expertise and coordinated planning.**

The following section introduces our local employment law contacts across the jurisdictions covered in this White Paper. Together with Grant Thornton's European employment law teams and our trusted partner law firm network beyond these jurisdictions, we stand ready to support international employers with both local insight and coordinated cross-border solutions.

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