

SERBIA

Items	Regulations in force on 1 January 2015
1: Notification procedures in the case of individual dismissal of a worker with a regular contract	<p>Article 185 Labour Law stipulates that an employment contract shall be terminated by serving a pertinent notice, in writing and always with substantiation and advice on legal remedy. The notice shall be served in person, in the premises of the employer, or to the address, or place of residence of the employee</p> <p>In the case of dismissal for personal reasons, the employer must deliver a written warning to the employee describing the reasons behind the cancellation of the employment contract. The employee is entitled to a 8 day-period to comment on the allegations. If the employee consults with his/her trade union, the employer is obliged to consider also the opinion of the union (Art. 180 and 181 Labour Law).</p> <p>Calculation: average of personal reasons (1.5) and economic reasons (1). In the case of personal reasons the union will de facto be informed if the employee wishes it</p>
2: Delay involved before notice can start	<p>In the case of dismissal for personal reasons, the employer must deliver a written warning to the employee describing the reasons behind the cancellation of the employment contract.</p> <p>Calculation: average of personal reasons (1+8 days) and redundancy (1) = 5 days</p>
3: Length of notice period at different tenure durations (a)	<p>In case of employment contract termination due to lack of sufficient performance or lack of skills, the employee has the right to a notice period that is determined by the general document or employment contract. The notice period depends on the duration of insurance period, but it cannot be less than 8 days or more than 30 days. The notice periods starts to run on the day following the delivery of the dismissal notice (Article 189 of the Labour Act).</p> <p>Accordingly, the law prescribes a minimum and maximum length of the notice period (at least 8 days and maximum 30 days), but the actual length is determined by the general act or the employment contract and depends on the duration of insurance period.</p> <p>In the case of dismissal for economic reasons, a notice period is not foreseen and instead a severance pay is mandatory. The amount of severance pay depends on the years spent in employment with the employer who will be paying the severance (Article 158 of the Labour Act).</p> <p><u>Calculation:</u> average of personal reasons and redundancy 9 months tenure: ≤ 0.4 months 4 years tenure: ≤ 0.5 months 20 years tenure: ≤ 0.5 months</p>
4: Severance pay at different tenure durations (a)	<p>The employer shall in the case of redundancy, i.e. due to technological, economic or organisational changes, pay a severance to the employee. (Article 158, paragraph 1)</p> <p>The amount of the severance pay is determined by the general document or employment contract, which however may not be lower than 1/3 of the employee's salary for each full year of service with the employer (Article 158, Paragraph 2).</p> <p><u>Calculation:</u> average of personal reasons and redundancy: Personal reasons: No severance pay.</p> <p>Redundancy: 9 months: 0 months 4 years: 1.33 months 20 years: 6 months</p> <p>Average: 9 months: 0 months 4 years: 0.67 months 20 years: 3 months</p>

5: Definition of unfair dismissal (b)	<p>Art. 179 Labour Law envisages, among the reasons for fair dismissal, lack of working ability (including when “the employee does not perform the required job efficiently or does not have the needed knowledge and abilities to perform the job on which he/she is employed”) and employer’s needs (including when “due to technological, economic or organizational changes, a particular job becomes redundant or the volume of work be reduced”).</p> <p>According to Article 183 of the Labour Law, the following reasons for termination of the labour contract, in terms of Article 179 of Labour law, shall not be considered justified:</p> <ol style="list-style-type: none"> 1) Temporary inability to work due to illness, injury at work or occupational disease; 2) maternity leave, absence for work for childcare or special care of the child; 3) military service; 4) membership in a political organization, trade union, gender, language, ethnicity, social origin, religion, political or other belief or any other personal feature of the employee; 5) activity in the capacity of representative of employees, pursuant to this Law; 6) filing a complaint to the trade union or competent bodies for protection of rights resulting from labour relationship pursuant to the law, general document and labour contract.
6: Length of trial period (c)	<p>According to Article 36, para. 2 and 3, the probation period can last for 6 months at most.</p> <p>Prior to the expiration of the probation period, the employer or employee may terminate the employment contract with a notice period of five days. The employer is obliged to justify termination of employment.</p> <p>Should an employee fail to substantiate required work and professional competence during the probation period, the labour relations shall be deemed terminated with the expiry of the fixed term probation period.</p>
7: Compensation following unfair dismissal (d)	<p>According to Article 191 para. 1-4. of the Labour Law, if the court, during the proceedings, establishes that the termination of employment was without legal basis, it will decide (at the request of the employee) that the employee may return to work, and that the employee must be compensated for damages caused as well as that the employer must pay contributions for social insurance for the period in which the employee has not worked.</p> <p>The compensation referred to in paragraph 1 of this Article shall be in the amount of lost revenues, including deduction of the corresponding taxes and contributions in accordance with the law.</p> <p>If the court, during the proceedings, establishes that the termination of employment was without legal basis, and the employee is not willing to return to work, the court will, at the request of the employee, oblige the employer to pay a compensation for damages in the amount of a maximum of 18 monthly salaries, depending on the time spent in employment, years of age and number of dependent family members (Article 191, Labour Law, paragraph 5). If the court during the proceedings establishes that the employer terminated the employment contract without any legal basis, but in the course of the proceedings the employer can prove that circumstances exist which reasonably indicate that the continuation of the employment relationship is not possible (taking into account all circumstances and interests of both parties), the court will reject the employee’s request to return to work and determine a compensation of double the amount determined in paragraph 5 of Article 191 (Article 191, paragraph 6). However, if, during the proceedings, the court determines there was legal basis for termination of employment relationship but the employer acted contrary to the provisions of the law governing proceedings for termination of employment relationship, the court shall reject the request of the employee to return to work and order him\her to pay the compensation for damages in the amount of six monthly wages (Art. 191, paragraph 7).</p> <p><u>Calculation</u> (average of mean and maximum values): average of irregular procedure (6 months), indemnity in lieu of reinstatement (9 and 18 months) and indemnity in the case of impossible reinstatement (18 and 36 months): 15.5 months</p>
8: Reinstatement option for the employee following unfair dismissal (b)	<p>According to Article 191 para. 1-4. of the Labour Law, if the court, during the proceedings, establishes that the termination of employment was without legal basis, it will decide (at the request of the employee) that the employee may return to work, and that the employee must be compensated for damages caused as well as that the employee must pay contributions for social insurance for the period in which the employee has not worked.</p> <p>If the court during the proceedings establishes that the employer terminated the employment contract without any legal basis, but in the course of the proceedings the employer can prove that circumstances exist which reasonably indicate that the continuation of the employment relationship is not possible (taking into account all circumstances and interests of both parties), the court will reject the employee’s request to return to work and determine a compensation of double the amount determined in paragraph 5 of Article 191 (Article 191, paragraph 6).</p>
9: Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	<p>The deadline to file a case before a competent court is 60 days after the decision has been served to the employee (Article 195 of the Labour Act).</p> <p>Calculation: average of personal reasons and redundancy 60 days – (1/2)*30 days (maximum notice period in the case of individual dismissal in the case of personal reasons): 1.5 months</p>
10: Valid cases for use of standard fixed term contracts	<p>The employment contract may be concluded for a fixed term for employment whose duration is determined in advance by objective reasons due to a deadline or performance of a specific task or occurrence of a specified event (Art. 37 .para. 1 of the Labour Law).</p>
11: Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	<p>Without limitation within two years (Article 37 paragraphs 1-3).</p> <p>There are no limits when it comes to the exceptions set for fixed-term work (replacing an absent employee, project work, employing a foreign national who renews his work permit).</p>

12: Maximum cumulated duration of successive standard FTCs	<p>The employer may conclude one or more successive contracts for a specified time with the same employee with or without interruptions; the overall period cannot be longer than 24 months.</p> <p>The law provides exceptions when the fixed term contract may be concluded for a longer period (Article 37 paragraph 4, Labour Law):</p> <ol style="list-style-type: none"> 1) if it is necessary to substitute a temporarily absent employee (until his/her return); 2) to work on a project where the timeline is predetermined (until the project is completed); 3) in the case of a foreign citizen (no longer than the period for which the work permit was issued); 4) to work for a newly established employer whose registration with the competent authority is not older than one year (at the time when the contract is signed) although the total time shall not exceed 36 months; 5) in the case of unemployed for whom it takes less than 5 years to meet one of the conditions for entitlement to old-age pension in accordance with the regulations of pension and disability insurance (until one of the conditions is met). <p><u>Calculation:</u> average of standard case (24 months) and new business (36 months)</p>
13: Types of work for which temporary work agency (TWA) employment is legal	<p>It is not regulated by law.</p>
14: Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	<p>It is not regulated by law.</p>
15: Maximum cumulated duration of TWA assignments (f)	<p>It is not regulated by law.</p>
16: Does the set-up of a TWA require authorisation or reporting obligations?	<p>It is not regulated by law.</p>
17: Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	<p>It is not regulated by law.</p>
18: Definition of collective dismissal (b)	<p>Special requirements apply in the case of redundancy of:</p> <ol style="list-style-type: none"> 1) 10 employees for employers who has more than 20 and less than 100 staff employed for an indefinite term; 2) 10% employees for employers who has at least 100 and less than 300 staff employed for an indefinite term; or 3) 30 employees for employers who has more than 300 staff employed for an indefinite term; <p>The same applies if at least 20 employees become redundant within a 90-day period (Article 153, paragraph 2).</p>
19: Additional notification requirements in cases of collective dismissal (g)	<p>The employer shall, before enacting the redundancy program, in collaboration with the representative trade union of such employer and national agency in charge of employment, undertake relevant measures for finding new employment for the redundant employees. (Article 154 of the Labour Act).</p> <p>The employer shall submit the proposal of redundancy program to the National Agency for Employment eight days after the program proposal has been set at the latest, inviting the advice of the agency. (Article 155, paragraph 2 of the Labour Act)</p>
20: Additional delays involved in cases of collective dismissal (h)	<p>The trade union shall voice the opinion on the proposed program 15 days after the proposed program has been received at the latest. The national employment agency shall, submit to the employer a proposal on measures for prevention or minimizing the number of terminations of the labour contracts, i.e. provide for re-training, additional training, self-employment and other measures for new employment of redundant employees. The employer shall consider and take into account the proposals of the national employment agency and trade union and inform them about his/her position within an eight day term. (Article 156 of the Labour Act)</p> <p><u>Calculation:</u> 15 days (for the trade union to comment on the proposed programme) + 8 days (for the employer to react to the proposed changes) + 1 day (letter) – 5 days as reported in Item 5: 19 days</p>
21: Other special costs to employers in case of collective dismissals (i)	<p>In the case of collective dismissals, the employer has the obligation of establishing a social plan associated with the adoption of redundancy programmes; the plan has to involve compensatory salary or re-employment measures (including retraining or additional training) in co-operation with the National Employment Agency (Art. 154-156 Labour Law).</p>

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

Notes:

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