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Contributing Editor:

Brian S. Cousin

Fox Rothschild LLP

glg Global Legal Group

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Hiring

Vacancies for jobs where the unemployment rate reaches at least 5% are subject to a job registration requirement. Vacancies for such jobs must be reported to the regional employment office and must not be advertised elsewhere for five days. The registration can be done online. The idea is to ensure jobseekers registered with the regional employment office are informed first about vacancies and to better utilise the potential of the domestic workforce. The regional employment office may propose suitable candidates and the employer is required to give feedback.

The list of relevant jobs is updated annually. For 2026, the list is again longer than in the preceding year. While approximately 6.5% of the workforce worked in jobs that were subject to the job registration requirement in 2025, that quota increased to approximately 10.8% in 2026.[1] The unemployment rate increased but still remained at a relatively low level. Finding qualified staff to fill vacancies is a major concern among Swiss businesses.

Minimum wages

Minimum wages have been a topic of political wrangling for years. To be clear, there is no general national minimum wage in Switzerland. However, minimum wage requirements may result from collective bargaining agreements, standard employment agreements or from cantonal regulations. The authorities may declare a collective bargaining agreement generally applicable and binding in the relevant industry of a certain region. The number of employment relationships subject to collective bargaining agreements is ever increasing. In sectors where there are no generally binding collective employment agreements, the competent authorities can enact fixed-term standard employment contracts with binding minimum wages in the event of repeated and improper undercutting of wages. The number of standard employment agreements containing minimum wage requirements has declined recently; their geographical reach remains heavily concentrated in the cantons facing pressure on salaries due to the large number of cross-border commuters and service providers, namely the Canton of Ticino, bordering Italy, and the Canton of Geneva, bordering France.

A proposal to introduce a national minimum wage of CHF 22 per hour was rejected by a large majority of voters in a referendum held in 2014. However, the Swiss Confederation, as Switzerland is officially termed, consists of 26 Cantons enjoying large autonomy. Some Cantons have since moved to introduce minimum

wages applicable in their territories. The first Canton was Neuchâtel. Upon challenge on constitutional grounds, the Swiss Federal Supreme Court confirmed in 2017 that the cantons were competent to introduce minimum wage requirements in pursuit of socio-political aims, provided the minimum was set by reference to social security or social welfare minimum standards at relatively low levels (BGE 143 I 403). Other cantons have followed the example of Neuchâtel and also introduced cantonal minimum wages, namely the Canton of Jura (2018), the Canton of Geneva (2020) and the Canton of Ticino (2021). The Canton of Basel City, after a referendum held in 2021, was the first Canton in Switzerland's German-speaking area to introduce a cantonal minimum wage, which came into effect on 1 July 2022. The prospects of finding a political majority for minimum wages in other cantons are bleak, as is demonstrated by the fact that initiatives to introduce statutory minimum wages in the Canton of Basel-Landschaft and in the Canton of Solothurn were rejected in referendums held in 2025. The promotors of minimum wages have therefore moved to the communal level in left-leaning urban areas to promote statutory minimum wages.

Proposals to introduce minimum wages at communal level have received voters' assent in the City of Zürich and in Winterthur, both communities in the Canton of Zürich, by large majorities of roughly 70% and 65%, respectively. Trade associations challenged the decisions on the grounds that, under the law of the Canton of Zürich, communities lacked legislative competence regarding the matter. After the first instances dismissed the challenges in both cases, the Administrative Court of the Canton of Zürich ruled otherwise and quashed communal legislation on minimum wage requirements (AN.2024.00001 and AN.2024.00002 of 29 November 2024). Appeals are now pending in the Swiss Federal Supreme Court.

The City of Lucerne has introduced a statutory minimum wage as of 1 January 2026. A proposal to repeal the legislation has been introduced to the communal parliament and will be decided on soon. At the cantonal level, a proposal is being discussed to prevent communities to legislate on minimum wages.

Statutory minimum wages at cantonal and communal level lead to a fragmentation of the Swiss labour market. They may also interfere with minimum wages agreed between employers and trade unions in collective bargaining agreements. A legislative proposal at the federal level seeks to ensure that minimum wages agreed in collective bargaining agreements take precedence over cantonal and communal statutory minimum wages.[2] The matter is highly controversial and it seems likely that a referendum will be held on the matter eventually.

Free movement of persons for EU nationals

In 2002, the EU–Swiss agreement on the free movement of persons entered into force. Under the agreement on the free movement of persons, EU nationals have a right to come to Switzerland, among other things, to work here for a Swiss employer. Also, EU employers and their employees may come to Switzerland to perform work and services here for up to 90 days per year without the need to obtain a work permit first. The right of free movement of persons has been a topic of constant political disputes in Switzerland. The Swiss People's Party, Switzerland's largest party by share of voters, has been criticising immigration for years. Trade unions and their political sibling, the Social-Democratic Party, Switzerland's second largest party by share of voters, have been pushing for safeguards to protect the Swiss salary levels and employment standards. On 2 March 2026, the EU and Switzerland signed a broad package of EU–Switzerland agreements that, among other things, seek to extend the right of free movement of persons. On 13 March 2026, the Federal Council, the Swiss government, sent its dispatch and legislative proposals to the federal parliament. In an attempt to secure a political majority in favour of the agreements, the government proposes a number of measures, most of which were discussed and agreed in advance between the confederation, the cantons and the social partners. Among other things, it is proposed to lower the threshold for extending the scope of collective bargaining agreements and make them generally binding. However, against the opposition of employers' organisations, the government also proposes an increase in the protection from dismissal for certain employee representatives, known as measure 14. Where an employer considers dismissal of such

employee representative, he would first have to consult with the employee and seek alternatives to the proposed dismissal, e.g. a move to another position. A dismissal in violation of the duty to consult would be considered abusive and could result in a claim for punitive compensation equivalent to four to 10 months' salary. It is anticipated that the proposed EU–Switzerland agreements and the proposed amendments of Swiss law accompanying them will continue to foster heated political debates. It is expected that the Swiss people will eventually vote on the matter in a referendum.

Business protection/confidentiality

During the employment relationship, the employee must carry out the work assigned to him or her with due care and loyally safeguard the employer's legitimate interests (Article 321a of the Swiss Code of Obligations; CO). The employee must not perform any paid work for third parties in breach of the duty of loyalty, in particular, if such work is in competition with the employer. The employee must not exploit or disclose confidential information obtained while in the employer's service, such as manufacturing or trade secrets. The employee remains bound by the duty of confidentiality even after the end of the employment relationship to the extent required to safeguard the employer's legitimate interests. In principle, the employee is liable for any damage he causes to the employer, whether wilfully or by negligence (Article 321e(1) CO). The extent of the duty of care owed by the employee is determined by the individual employment contract, taking due account of the occupational risk, level of training and technical knowledge associated with the work as well as the employee's aptitudes and skills of which the employer was or should have been aware (Article 321e(2) CO). Where the employee's breach of contract can be demonstrated, his fault will be presumed. However, considering the aforementioned criteria, a court may find that the employee is not liable at all or that he is liable for only a portion of the damage.

In a recent case, the Swiss Federal Supreme Court obliged a former employee to pay his former employer damages because he had violated his duty of confidentiality (4A_159/2024 of 23 April 2025). As from mid-2014, the employer and the Portuguese banking group affiliated with it had become the subject of a series of adverse media articles. Several years after the end of the employment relationship, a journalist got in contact with the former employee to solicit information. The former employee provided the journalist internal information, including e-mail correspondence, in breach of his duty of confidentiality. Further adverse media articles were published relying on the information received from the former employee and quoting from the internal documents, which lent significant credibility to the allegations. The employer retained the services of a communication agency and a law firm to protect its reputation and claimed damages for the costs incurred. While the prior instance had dismissed the claim for want of a causal link, the Swiss Federal Supreme Court partially granted it. The fact that the employer's reputation had been under attack even before the former employee became involved did not mean that there was no longer any need to protect the employer's reputation. However, the court did not award damages for costs incurred where the relevant invoices did not specify the period in which the services had been rendered or where there was no description of the services rendered since they could not be linked to the employee's breach of contract. Employers should insist on sufficiently substantiated invoices from service providers if faced with a similar situation.

Post-termination non-compete undertaking and waiting allowance

Post-termination non-compete undertakings are subject to specific rules. An employee with capacity to act may agree in writing on a post-termination non-compete undertaking. The undertaking is binding only where the employment relationship allows the employee to gain insight into the employer's clientele or business secrets and where the use of such knowledge may cause the employer substantial harm. The undertaking must be appropriately restricted with regard to its geographical reach, duration and scope so that it does not unfairly compromise the employee's future economic activity. The court may, at its

discretion, reduce an excessive non-compete undertaking, taking due account of all circumstances. The non-compete undertaking will lapse once the employer demonstrably no longer has a substantial interest in maintaining it. It also lapses if the employer terminates the employment relationship without the employee having given any good cause to do so, or if the employee terminates it for good cause attributable to the employer. By default, the only remedy for violation of a post-termination non-compete undertaking is a claim for damages. Injunctive relief is available only if specifically agreed in writing and if the employer's interest in preventing the competing activity prevails the employee's interests. In balancing the interests, the judge will have to consider, among other things, the potential damage and the employee's conduct. Since damage is hard to prove and the hurdles for injunctive relief is difficult to overcome, the deterrent of choice is an agreement on a contractual penalty, which also requires written form. The court has discretion to reduce an excessive penalty and will typically do so if it reduces an excessive non-compete undertaking to an acceptable level.

The validity of a post-termination non-compete undertaking does not depend on any special consideration or the employer's commitment to pay a waiting allowance. However, special consideration will be considered when assessing whether the undertaking is excessive. Where a waiting allowance has been agreed, the question arises whether the employer can terminate the agreement and avoid the costs. In a recent case, the Swiss Federal Supreme Court dealt with the issue (4A_5/2025 of 26 June 2025, destined for official publication as leading case). Referring to previous judgments, the court confirmed that such an agreement where the employer offered special consideration for the employee's abstention from competing activities qualified as a two-sided contract and the employer could not terminate the agreement, unless such right to terminate had been agreed by the parties. The employer's waiver of the non-compete undertaking has no impact on the obligation to pay the agreed waiting allowance, which will be due, provided the employee has not engaged in a competing activity during the relevant period. The court also dealt with the defendant's request to reduce the waiting allowance by the amount of alternative income earned during the non-compete period. The court rejected the request and clarified that the waiting allowance was consideration for abstaining from a competing activity, not damages. Thus, the waiting allowance was due regardless of whether the employee had any income during the non-compete period, whether he tried to find a job, whether the non-compete hindered him on the labour market, and whether he changed the profession. The court also pointed out that the parties could agree on a different arrangement. However, they had not in the case under review. The case illustrates the need to carefully craft non-compete clauses and agreements on waiting allowances.

Protection against dismissal at an inopportune juncture

Employees enjoy only limited protection from dismissal under Swiss law. In principle, either party may terminate an employment agreement for any reason or no reason by giving the other party notice of termination in compliance with the applicable notice period. However, the legal protection from dismissal at an inopportune juncture may render a notice of termination given by the employer ineffective or, if the event giving rise to protection occurs after delivery of the notice of termination, postpone the termination date. The protection from dismissal at an inopportune juncture applies after the probation period:

- while the employee performs Swiss compulsory military or civil defence service or Swiss alternative civilian service and, provided such service lasts for more than 11 days, during the four weeks preceding and following the relevant service;
- while the employee through no fault of his own is partially or entirely prevented from working by illness or accident for up to 30 days in the first year of service, 90 days in the second to fifth year of service, and 180 days in the sixth and subsequent years of service;
- during the pregnancy of an employee and the 16 weeks following delivery, as well as in certain cases involving hospitalisation of the newborn baby or the demise of the other parent within six months

of the baby's birth, provided the employee is entitled to benefits pursuant to the Federal Act on Compensation for Loss of Earnings;

- if the employee is entitled to care leave to care for a child whose health is seriously impaired by illness or accident for as long as the entitlement to benefits pursuant to the Federal Act on Compensation for Loss of Earnings has not been exhausted, but not for longer than six months from the start of the relevant time frame; and
- while the employee is participating with the employer's consent in an aid project abroad ordered by the competent federal authority.

In practice, the protection from dismissal in case of incapacity to work due to illness or accident is of paramount practical relevance. The employer cannot effectively give notice of termination if the employee is incapacitated due to illness or accident until the employee has recovered to full capacity or the maximum protection period has expired. In a recent judgment, the Swiss Federal Court confirmed that each new illness and each new accident triggers a separate protection period, provided it is not related to the prior cause (BGE 120 II 124; 4A_549/2024 of 4 August 2025). An aggravation, relapse or consequence of an illness or accident will thus not result in a restart of the protection period.

Protection from abusive dismissal

Apart from protection from dismissal at an inopportune juncture, employees are also protected from abusive dismissal. Even if a dismissal is considered abusive, it will effectively terminate the employment. Abusive dismissal may result in a claim for punitive compensation equivalent to up to six months' salary if, upon the employee's objection, the parties cannot agree to continue their employment relationship. The statute contains a list of circumstances in which a notice of termination qualifies as abusive (Article 336 CO). Among other things, notice of termination is considered abusive when given by one party on account of an attribute pertaining to the person of the other party, unless such attribute relates to the employment relationship or substantially impairs cooperation within the business, or because the other party asserts claims under the employment relationship in good faith (retaliatory dismissal). However, the Swiss Federal Supreme Court has ruled that the statutory list of abusive grounds is not exhaustive (BGE 125 III 70 E. 2 p. 72) and, thus, allegations of abusive dismissal are quite frequent. Courts had ample opportunity to decide individual situations and quite frequently found that the allegation of abusive dismissal was unfounded. For example, the Swiss Federal Supreme Court confirmed that it did not amount to abusive dismissal where the employer lost confidence in the employee after the employee refused to cooperate in an investigation into allegations of sexual harassment (4A_216/2019 of 29 August 2019), or where the employer terminated the employment because of an impairment of the employee's performance due to an illness that has not resulted from the employer's violation of his duty of care (4A_293/2019 of 22 October 2019), or where notice was given because the employee did no longer satisfy the evolving requirements of the job (4A_347/2019 of 28 February 2020).

Employers quite frequently face allegations of abusive dismissal and claims for punitive compensation on this basis. The employee's failure to comply with formal requirements provides the employer with a convenient defence. Any claim for punitive compensation will be forfeited if the employee does not object to the dismissal in writing and prior to the end of the employment relationship. The objection should give the parties an opportunity to agree on the continuation of their employment relationship. The employee cannot claim punitive compensation if he does not accept the employer's offer to withdraw its notice of termination and continue the employment relationship (BGE 134 III 67), nor can the employee claim punitive compensation if he is not actually willing to continue the employment relationship. A recent judgment from the Swiss Federal Supreme Court illustrates the point (4A_618/2024 of 7 July 2025). After having received notice of termination, the employee criticised his manager and stated in large font that he was looking forward to the date specified as the termination date. Some time thereafter, his lawyer

submitted a written objection against the employee's dismissal. Shortly thereafter, the employee entered into an employment contract with another employer. The court rightly concluded that the employee had not actually been willing to continue the employment relationship. Therefore, his objection was invalid and his claim for punitive compensation was dismissed.

Dismissal with immediate effect

Both employer and employee may terminate their employment relationship with immediate effect at any time for good cause (Article 337 CO). In this context, good cause is any circumstance that renders the continuation of the employment relationship in good faith unconscionable for the party giving notice. The court determines at its discretion whether there is good cause; however, under no circumstances may the court hold that the employee being prevented from working through no fault of his own constitutes good cause. If a party gives such extraordinary notice, this will effectively terminate the employment relationship with immediate effect, regardless of whether or not there had been good cause. However, absent good cause, the immediate termination will qualify as unjustified. An employer will not be permitted to rely on a circumstance to justify the dismissal with immediate effect if he does not act swiftly, within two to three working days, upon learning of that circumstance. The employer's tardiness will be held against him to conclude that it would not be unconscionable to expect him to comply with the applicable notice period.

The fact that the employee is incapacitated due to illness or accident for no fault of his own cannot justify immediate dismissal. However, an immediate dismissal may be justified if the employee repeatedly and despite warning fails to comply with the duty to inform the employer about the incapacity, does not swiflty submit medial certificates and does not keep the employer informed about the expected return date, as an employee had to find out in a recent case (4A_486/2024 of 15 January 2025). The breaches of duty were all the more serious because the employee had held a central function within the firm and her failures made planning very difficult. Also, there were no excuses, such as a medical impossibility to communicate with the employer.

Where the employer dismisses the employee with immediate effect but without good cause, the employee is entitled to damages in the amount he would have earned had the employment relationship ended after the required notice period or on expiry of its fixed term (Article 337c(1) OR). Such damages are reduced by any amounts that the employee saved as a result of the termination of the employment relationship or that he earned by performing other work or would have earned had he not intentially foregone such work (Article 337c(2) CO). The issue of hypothetical earnings is only rarely of practical relevance.

The Swiss Federal Supreme Court recently dealt with the issue of reducing damages to take account of hypothetical earnings (4A_90/2024 of 30 October 2024). The employee, head coach of a sports team, had been hired on a fixed-term contract. About nine months prior to the expiry of the contract, the employer dismissed the employee with immediate effect. The immediate dismissal was unjustified and the employee claimed damages. The court held that it was for the employer to demonstrate that the employee had intentially forgone earnings. In order to do so, the employer need not prove that the employee would actually have found a job, but it suffices to demonstrate that the state of the labour market allowed the employee to find a suitable job. The employee had not seriously been looking for a new job until several month after his immediate dismissal. Once he had started to apply for jobs, he found new employment as a head coach with another team within a few months. This was sufficent to demonstrate that the employee had foregone earnings after a period that would have allowed him to find alternative employment. Since the employee argued that his salary with the former employer was lower than market standards and since he did not disclose the salary agreed with his new employer, the court inferred that, once he could have been expected to find new employment, he had not suffered any more damage.

In addition to damages, an employee who has unjustifiedly been dismissed without notice may claim punitive compensation equivalent to up to six months' salary (Article 337c(3) OR). An award under this head is particularly attractive for the employee because, under Swiss law, it is typically exempt from social security contributions and income tax. However, a recent decision from the Swiss Federal Supreme Court suggests that punitive compensation for unjustified dismissal with immediate effect is not exempt from income tax if there had been good cause for immediate dismissal but the dismissal was nevertheless unjustified because the employer had not acted swiftly upon learning of the cause (9C_96/2024 of 19 January 2026, destined for official publication as leading case). The court reasoned that in this case the compensation could not be treated as equivalent to moral damages for violation of personality rights which, pursuant to tax code, are exempt from income tax. The case dealt with an award under public service law, but it is anticipated that the same reasoning will also apply to awards under private law.

Entitlement to continued salary payment if prevented to work

In principle, employees are not entitled to a salary if they have not actually worked or at least offered their labour. Employment law provides for several exceptions to this principle. Among other things, where the employee is prevented from working by personal circumstances for which he is not at fault, such as illness, accident, legal obligations or public duties, the employer must pay him his salary for a limited time, including fair compensation for lost benefits in kind, provided the employment relationship has lasted or was concluded for longer than three months (Article 324a(1) CO). By statutory default, the credit for continued salary payment is equivalent to three weeks' pay in the first year of service and equivalent to the salary for an appropriately longer period in the second and subsequent year of service, depending on the duration of the employment relationship and the particular circumstances. Courts have come up with various scales for typical cases. For example, the Zürich scale provides for a credit for continued salary payments equivalent to eight weeks' pay in the second year of service, increasing by the equivalent of one week's pay for each additional year of service.

As mentioned, employees are entitled to continued salary payments only if they are not at fault for being prevented from working. The Swiss Federal Supreme Court recently had the opportunity to consider the issue of what rules apply if the employee is prevented from working for several causes and he is not without fault for all of them (4A_221/2025 of 11 September 2025; destined for official publication as leading case). A field worker had caused a traffic accident while being severely drunk. His driving licence was suspended immediately after the accident and he received a criminal sentence later on. Also, he was diagnosed with alcoholism, underwent stationary treatment and was incapacitated for the remainder of the employment relationship. The employer denied continued salary payments arguing that the employee was at fault for not being able to work since he had willingly been driving while intoxicated and, as a consequence, lost his driving licence that he required to perform his field work. The court looked at it differently. The primary cause for the employee's incapacity to work was his severe alcoholism, which uncontroversially was an illness for which the employee was not at fault. The court considered the accident, the stationary treatment and the suspension of the driving licence as several manifestations of one and the same cause, namely the employee's severe alcoholism. The court also considered that, if there were indeed several causes why the employee is prevented from working, one must determine for each distinct period what the cause for the employee's incapacity is and whether or not the employee is at fault for the relevant cause. For example, if the employee is prevented from working because he is serving a prison sentence and he falls ill, the illness will not change anything in the assessment that the employee is prevented because of the prison sentence for which he is at fault. If, however, the employee is released from prison and continues to be incapacitated due to illness for which he is not at fault, he may then become entitled to continued salary payments.

Parental leave *ante portas*?

In recent years, several leave entitlements have been introduced or amended, including maternity leave, paternity leave, short-term leave to care for a family member of a life companion, long-term leave to care for a child whose health is severely impaired by an illness or accident, and adoption leave. Except with respect to short-term leave, these leave entitlements came with entitlements to benefits from the Loss of Earnings Insurance, a social security scheme.

In June 2023, voters in the Canton of Geneva voted in favour of a cantonal initiative to introduce a parental benefits scheme extending benefits to 24 weeks for both parents in aggregate. However, cantons have no competence to legislate on actual leave entitlements of employees since matters of private law, in principle, fall within the exclusive competence of the federal parliament. Based on federal law, employers are normally required to grant mothers a maximum of 16 weeks maternity leave and two weeks for the other parent. This could lead to the situation that employees in Geneva would theoretically be entitled to parental benefits from the cantonal scheme but have no right to actually take leave for the full period of their entitlement. The Canton of Geneva thus became active on the federal level and submitted an initiative requesting that the federal parliament change the law so that cantons be authorised to pass legislation on parental leave entitlements.[3] The initiative is still pending in the federal parliament.

Promotors of parental leave are also pushing for the introduction of parental leave at federal level. Several Cantons have filed initiatives on the subject with the federal parliament. Initiatives of the Cantons of Valais and Ticino request that a parental leave of at least 20 weeks be introduced, whereof at least 14 weeks is maternity leave and at least four weeks is paternity leave; the remaining leave entitlement could be allocated flexibly.[4] These initiatives were rejected by the federal parliament. Initiatives of the Canton of Jura and the Canton of Neuchatel request that the federal parliament legislates on parental leave without specifying key terms.[5] These initiatives are still pending in the federal parliament.

Proceedings

When it comes to enforcing rights under employment law, procedural rules have an eminent role to play.

As of 1 January 2025, an amendment to the Swiss Code of Civil Procedure (CCP) came into force. So far, courts typically required claimants to advance the full amount of expected court fees. Even if the claimant won the case and, pursuant to the loser pays rule, the court fees were allocated to the defendant, the advance payment was not returned to the claimant but he was awarded a compensatory claim against the defendant. As a result, the claimant had to bear the credit risk with respect to the defendant's share of court fees. These rules were perceived as an unjustified hurdle for access to justice. According to the revised provisions of the CCP, courts may require the claimant to advance not more than half of the anticipated court fees. Moreover, advances on court fees will be returned to the claimant to the extent the court fees are not allocated to the claimant. It remains to be seen whether these changes will result in more litigation relating to higher value claims. For lower value employment claims with an amount in dispute of up to CHF 30,000, the rules have not changed: no court fees will be levied at cantonal level.

Recent judgments from the Swiss Federal Supreme Court provide welcome clarifications on some controversial issues.

Punitive compensation for abusive dismissal is available only if the employee has complied with certain formal requirements. Firstly, the employee must object in writing to the notice of termination by the end of the employment relationship. Only if the parties cannot agree to continue their employment relationship following such objection may the employee seek punitive compensation equivalent to up to six months' salary. Secondly, the employee must commence proceedings within 180 days of termination, or the claim will be forfeited. It is on the employee to contend and, if contested, prove the basis for the claim.

In a recent leading case dealt with by the Swiss Federal Supreme Court (BGE 149 III 304; 4A_412/2022 of 11 May 2023), none of the parties had in good time made any submission on whether or not the employee had timely objected in writing to his dismissal. The lower court found that the allegation of a timely written objection had been implied in the employee's pleadings and the employer had failed to contest that implied allegation. The Swiss Federal Supreme Court found otherwise and stated that such allegation could not be implied, but the employee would have been required to expressly contend that he had timely objected in writing to his dismissal. The claim for punitive compensation was thus dismissed.

The outcome was different in a recent similar case (4A_33/2025 of 6 May 2025). The lower instance had dismissed the employee's claim because he had not contended in good time in the proceedings that he had objected to his dismissal. The Swiss Federal Supreme Court quashed the judgment and remanded it to the lower instance. It held that it was against good faith that the defendant relied on the claimant's failure to expressly contend his objection to the dismissal in circumstances where the claimant, who had been litigating without the assistance of a lawyer, had submitted his objection as well as the defendant's response in evidence and the defendant had itself referred in its statement of defence to its response to the claimant's objection. The Supreme Court found that the lower court had been excessively formalistic.

Endnotes

1 Media release of 2 December 2025 from the Federal Department of Economic Affairs, Education and Research: *Arbeitslosenversicherung: Mehr meldepflichtige Berufsarten im Jahr 2026*.

2 Business item 24.096, *Bundesgesetz über die Allgemeinverbindlicherklärung von Gesamtarbeitsverträgen. Änderung* (*Allgemeinverbindlicherklärung von Mindestlöhnen, die unter kantonalen Mindestlöhnen liegen*).

3 Business item 24.301 (initiative of the Canton of Geneva: *Kantone sollen einen Elternurlaub einführen dürfen*).

4 Business item 24.305 (initiative of the Canton of Valais: *Einführung einer nationalen Elternzeit*) and 24.311 (initiative of the Canton of Ticino: *Einführung eines schweizweiten Elternurlaubs*).

5 Business item 24.310 (initiative of the Canton of Jura: *Elternzeit. Für eine Lösung auf Bundesebene*) and 25.300 (initiative of the Canton of Neuchatel: *Einführung einer Elternzeit auf Bundesebene*).

Vincent Carron

Tel: +41 22 707 8000 / Email: vincent.carron@swlegal.ch

Vincent Carron is a Partner at Schellenberg Wittmer's Geneva office, where he heads the employment law practice group. He has extensive experience in representing clients before the labour courts and advising them on all employment law matters. He also advises clients in matters related to pension funds. He regularly publishes within his fields of specialisation.

He graduated from the University of Fribourg in 1998 and was admitted to the Swiss Bar in 2004. He obtained his Master of Laws at New York University in 2006 and was admitted to the New York Bar in 2007. In 2008, he became an SBA-certified specialist in employment law.

Vincent Carron is a former President of the West Switzerland Association of Employment Law Specialists. He is also part of the Committee in charge of the Geneva labour court judges' training and has been teaching the aspects of Swiss employment law.

He is recognised for his work in employment and labour law by international legal directories such as *Chambers and Partners*, *The Legal 500* and *Who's Who Legal*.

Michael Hess

Tel: +41 44 215 9317 / Email: michael.hess@swlegal.ch

Michael Hess is Counsel and Co-Head of the employment law practice group at Schellenberg Wittmer's Zürich office. He specialises in employment law, advises employers in all employment matters and assists them in resolving disputes.

He graduated from the University of St. Gallen in 2002 and was admitted to the Swiss Bar in 2005. In 2010, he received his Master of Laws degree from the London School of Economics and Political Science. In 2017, he became an SBA-certified specialist in employment law.

He is recognised for his work in employment and labour law by *Chambers and Partners*, recommended by *Lexology Index*, and mentioned as a Rising Star by *The Legal 500*.

Schellenberg Wittmer Limited

15*bis*, rue des Alpes, P.O. Box 2088, 1211 Geneva 1 /
Löwenstrasse 19, P.O. Box 2201, 8021 Zürich, Switzerland
Tel: +41 22 707 8000 / +41 44 215 5252 / URL: www.swlegal.ch

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