

Working in Switzerland

As a refugee with protection status S, you are allowed to work in Switzerland – both on an employed and self-employed basis. The regional employment centres ('Regionale Arbeitsvermittlungszentren' – RAV) will help you find a job. Before you start a job, you must obtain a work permit from the canton.

If you want to work in Switzerland, there are a few things to bear in mind. We will tell you how best to proceed with your job search and explain the most important things about employment contracts.

Searching for a job

To look for a job, the best thing to do is register with the [regional employment centre \(RAV\) responsible for you](#). The municipality's social services ('Sozialdienst') can support you with this or start the registration process for you. The RAV will support you in finding a job. It can also offer German language courses as well as training and further education. However, you will not receive any unemployment benefits.

Obtaining a work permit

Before you can work in Switzerland, you need a work permit. This is [the responsibility of the cantons](#) or the cantonal labour market authorities ('Amt für Wirtschaft und Arbeit' or similar). You must have a permit before you start a new job or become self-employed.

Your employer must sort out a permit and submit the necessary application. For this, you usually need to provide a copy of your permit S, a copy of your passport and an employment contract signed by you and your employer. The responsible office then checks whether your job meets the salary and working conditions customary in the location and the industry of your job. This is to protect you as an employee.

As a self-employed person, you must submit the application yourself and show what you intend to do in Switzerland and that you have the necessary (financial and organisational) resources to do so.

The applications are processed by the responsible offices as quickly as possible.

Employment contract details

In principle, you are free to negotiate your employment contract with your employer. There are just a few provisions that are mandatory under the law. These provisions

– especially protective provisions in favour of employees – apply even if something else has been agreed in the contract. In addition, there are special collective employment agreements ('Gesamtarbeitsverträge' – GAV) for the various sectors, which may also contain mandatory provisions. Ask your employer directly about this.

The following points should be governed by your employment contract:

- Employment start date
- Salary
- Weekly working time/workload
- Area of responsibility
- Continued payment of wages in the event of illness

Unless otherwise agreed in writing, the first month of a new employment relationship is considered a probationary period. During the probationary period, a notice period of seven days applies. The probationary period exists so that the employer and the employee can get to know each other better and may be extended to a maximum of three months.

What is a fair wage?

Wages are primarily a matter of negotiation. However, your salary must be in line with local and industry standards, i.e. not a dumping wage. There are various online wage calculators for this purpose (for example www.lohnrechner.ch in German, French and Italian). The Swiss Code of Obligations does not provide for minimum wages, but they are in place in certain sectors (for example, for domestic workers who work at least five hours per week for the same employer). It is best to ask your employer directly about this.

The salary is usually paid at the end of the month. The employer deducts the legally required social security contributions from the gross wage. This primarily concerns the financing of your retirement provision as well as levies for insurance:

- AHV/IV/EO: 5.3 %
- Unemployment insurance: 1.1 %
- Accident insurance: the premiums for non-occupational accidents (from eight hours per week) – i.e. accidents that occur in your free time – are borne by you, while the premiums for occupational accidents are borne by your employer. The premium accounts for around 1.4 to over 2 %.
- Pension fund (for annual salaries over CHF 21,510): depending on age and pension fund regulations.

Your employer must provide you with a written pay slip each month showing these various deductions.

What happens if I get sick?

If you fall ill, your salary will continue to be paid for a limited period. If you have not agreed anything specific with your employer, the law applies. In the first year of service, continued payment of wages during illness lasts three weeks – provided you have already worked for more than three months or an agreed, fixed-term employment relationship has been in place for more than three months. After the first year of service, continued payment of wages during illness lasts for a “reasonably extended period”. The law does not define what is “reasonable”. Various courts have therefore developed scales that serve as a guideline.

The situation is different if the employer has taken out daily allowance insurance. Then the general terms and conditions of the health insurance apply. As a rule, these provide for 80 % of the salary to be paid for a maximum of 720 days of sick leave. The employer can deduct half of the premiums from your gross salary.

If you are ill and cannot work, consult a doctor, who can issue you with a certificate of incapacity for work, which you should send to your employer.

Please note: the continued payment of wages is compulsory. This also applies if you work part-time or on an hourly basis. In any case, the full salary normally paid is owed. The wage should be the same as if you were working.

How and when can your employment relationship be terminated?

The law does not provide for any special form for how your employment relationship must be terminated (by

you or your employer), i.e. you can also resign verbally. However, the employment contract itself or a GAV may provide for a special form (in that case, notice usually has to be given in writing). In order to be able to prove that your employer has received notice of your resignation, it is best to provide it in writing. In the case of ordinary termination, certain notice periods must be observed. If the employment contract does not stipulate anything in this regard, the Code of Obligations stipulates the following deadlines:

- during the probationary period: seven days
- in the first year of service: one month
- in the second to and including ninth year of service: two months
- from the tenth year of service: three months

As mentioned above, you can also contractually agree on other notice periods. However, the time limits must be the same for both you and the employer.

No reason for the dismissal needs to be given, however, it must not be abusive. A termination is abusive if it was issued for unfair motives – for example, because you fought for your rights in the employment relationship. You can defend yourself against such a termination. You must protest against it in writing within the notice period and can file a complaint with the competent court within 180 days of conclusion of the employment contract. In this case, however, you cannot demand to be reinstated in your previous job, but may “only” claim financial compensation. This can amount to up to six months’ wages.

Only in exceptional cases may you also be dismissed without notice. For this to happen, however, there must be serious misconduct on your part. A one-off mistake is usually not enough. An unjustified termination without notice can be contested in court. Compensation can also be claimed in this case.

Special case: fixed-term contract

An employment contract can also be limited in time. In this case, the contract ends automatically on the date agreed between you and your employer. Notice of termination is not necessary.

If you continue to work beyond the agreed end of your contract, the fixed-term employment contract is converted into a permanent employment relationship. Be

aware that “chain employment contracts” (‘Kettenarbeitsverträge’) are not permitted. In this case, several fixed-term employment contracts are strung together in order to circumvent protective provisions applicable to a permanent employment contract.

Further information

Further information on the employment contract as well as on work permits can be found here:

- The [State Secretariat for Migration \(SEM\)](#) provides a lot of information in Ukrainian and Russian.
- The courts offer free legal advice on employment law matters. Find out about the relevant appointments/dates and take someone with you who can translate for you.