

Employment law in English

*Dr Alexander Ressos, TEP
Attorney-at-Law (Switzerland), Solicitor (Hong Kong),
Solicitor (England & Wales)*

Employment contracts in the international companies of Zug are usually drafted in English. Swiss employment law, which is contained mainly in the Code of Obligations and the Labour Act, applies to them regardless of the language. The employer must inform the employee of the essential terms of employment in writing and must comply with the mandatory rules on working time, holidays, salary during illness, notice periods and protection against dismissal.¹ International employers sometimes use contract templates from their home countries that do not fit Swiss law, for example with notice periods or non-competition clauses that Swiss law does not allow.

Disputes arising from employment contracts are heard by the labour courts or the ordinary civil courts of the canton, in German. Employees who do not speak German must use an interpreter or rely on a lawyer who works in both languages. For disputes with a value of up to 30,000 francs, the proceedings are free of court costs, while the courts try to simplify the procedure.² The combination of English contracts and German proceedings is a practical burden for foreign employees who wish to enforce their rights. It is one of the reasons why employment disputes in the international companies are often settled out of court.

1 Notes

1. Code of Obligations, text on [swissrights.ch](https://www.swissrights.ch) (version 2023): Art. 330b para. 1 (for employment for an indefinite period or longer than one month, the employer must inform the employee in writing, at the latest one month after the start, of the names of the parties, the start date, the function, the salary and the weekly working hours); Art. 361 para. 1 (absolutely mandatory provisions, including Art. 321c on overtime and Arts 336–336b on abusive dismissal) and Art. 362 para. 1 (provisions that may not be varied to the employee's detriment, including Art. 324a

Employment law in English

on salary during illness, Art. 329a on holidays, Art. 335c on notice periods and Art. 336c on dismissal at an inopportune time). ↩

2. Swiss Civil Procedure Code (ZPO), text on app.zpo-cpc.ch: Art. 114 lit. c (no court costs in the decision procedure for disputes arising from employment relationships up to a value in dispute of CHF 30,000) and Art. 243 para. 1 (simplified procedure for pecuniary disputes up to a value in dispute of CHF 30,000). ↩

For general information only. This article does not constitute legal or tax advice, does not replace advice on an individual case and creates no lawyer-client relationship. It reflects the legal position as of September 2026.

Online version: helveticaregister.com/zug-employment-law-in-english