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29 March 2016

Collective Bargaining Agreement
Staff Leasing

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Preliminary note

The importance of the Declaration of General Applicability for the application of the CBA Staff Leasing 2016 – 2018

Guide to the application of this edition of the Collective Bargaining Agreement Staff Leasing 2016 – 2018

A milestone in staff leasing, the Collective Bargaining Agreement (CBA) for Staff Leasing was agreed on 17 March 2009 and 15 July 2011 by the contracting parties.

The contracting parties – namely, the employers' association swissstaffing and its members, as well as staff organized in the trade unions Unia, Syna, the Swiss association of commercial staff (KV Schweiz / SEC Suisse), and the Swiss staff association (Angestellte Schweiz / Employés Suisse) – are legally bound by the provisions of the CBA agreed at that time.

At the request of the contracting parties, the Federal Council declared on 13 December 2011 that the CBA Staff Leasing would be generally applicable from 1 January 2012 to 31 December 2014.

This means that the CBA Staff Leasing – with the exception of the provisions not declared by the Federal Council to be generally applicable – must be applied no longer just by the contracting parties but now also by all professional employer organizations (PEOs) and their leased staff within the scope defined in Articles 2 and 3.

Since then, the Federal Council has extended the Declaration of General Applicability on multiple occasions. In a decision on 29 March 2016, the Federal Council approved changes to the CBA Staff Leasing that had been agreed by the contracting parties. These are valid from 1 May 2016 to 31 December 2018.

The provisions printed in regular font style **are generally binding for all professional employer organizations and their leased staff.**

Provisions printed in red were added by the Federal Council within the context of the Declaration of General Applicability. As with the provisions printed in regular font style, these are binding for all professional employer organizations and their leased staff.

Provisions in italics are not declared to be generally applicable. These are binding on the contracting parties and their members, as well as the professional employer organizations that are voluntarily subject to the contract as per **Art. 2 para. 3 of the CBA Staff Leasing.**

Präambel

The contracting partners

swissstaffing

on the one hand and

Unia

Syna

KV Schweiz / SEC Suisse

Angestellte Schweiz / Employés Suisse

on the other

conclude the following Collective Bargaining Agreement (hereinafter referred to as CBA Staff Leasing) with the aim of:

- making an important contribution to the economic and social development of professional employer organizations (PEOs) and leased staff,
- preventing unfair competition between PEOs
- regulating the employment terms and conditions in a reasonable manner, enforcing said regulations and in particular ensuring that they are effectively and efficiently implemented,
- experiencing a genuine social partnership true to the principles of good faith,
- promoting the further development of staff,
- fostering the interests of professional organizations for the common good of employers and employees and
- contributing to an improvement in occupational safety and health

CBA Staff Leasing

1. General provisions

Art. 1

Geographic scope

The CBA Staff Leasing shall apply to all of Switzerland.

Art. 2

Operational scope

- ¹ The CBA Staff Leasing shall apply to all companies *and parts of a company* that:
 - ^{a)} are in possession of a Swiss federal or cantonal permit for staff leasing as stipulated in the AVG / LSE (Federal Employment Services Act)
 - ^{b)} and whose principal activity is staff leasing.
 - ² The Declaration of General Applicability applies to all staff leased by companies as defined in para. 1. Employees earning wages over and above the maximum insured earnings according to Suva (Swiss Accident Insurance Fund) are excluded. Also exempt are employees leased to agricultural businesses when there is shortage of staff (e.g. absences due to vacations, work prevented by managers or peak workloads).
 - ³ Companies that fall outside the operational scope are free to submit themselves to the CBA Staff Leasing. Exemption is then only possible on the date of expiry of the CBA Staff Leasing according to Art. 43 of this agreement.
-

Art. 3

Companies subject to other Collective Bargaining Agreements

- ¹ The CBA Staff Leasing shall also apply in those cases where the client company is subject to a different CBA. To this end, with the exclusion of an application of the provisions set forth in the CBA Staff Leasing, the CBA Staff Leasing shall adopt the legally binding CBA wage and work time provisions as stipulated in Art. 20 AVG / LSE (Federal Employment Services Act) – SR 823.11 – and Art. 48a AVV / OSE (Ordinance on Employment Services) – SR 823.111 – from CBAs applicable in the client company:
 - ^{a)} that are declared generally applicable or
 - ^{b)} that, as regulations not declared generally applicable, represent social partnership agreements as listed in Annex 1,
 - ^{c)} and any provisions on flexible retirement as stipulated in Art. 20 AVG / LSE.
- ² The following shall not be adopted: provisions pertaining to sick day leave insurance, occupational pension plans and contributions for implementation and further training, provided the solutions set forth in this CBA Staff Leasing are at least equivalent to the provisions set forth in the CBAs for these sectors which are declared generally applicable.

-
- ³ In client companies with CBAs that are declared not generally binding and are not listed in Annex 1 of this CBA, the provisions of the CBA Staff Leasing shall apply in full – with the exception of the provisions governing minimum wages as defined in CBA Staff Leasing Art. 20 in companies of the pharmaceutical and chemical industry, the machine industry, the graphics industry, the watch industry, the food, beverage and tobacco industry and public transport services.

This exemption has been agreed upon because the customary local wages in these industries are higher than the minimum wage set forth in Art. 20 of this CBA.

If the SPKP (Swiss Joint Vocational Committee for Staff Leasing) has specific information of wage dumping in one or more of these industries, the SPKP or any contracting party to the CBA Staff Leasing may file a request for an investigation with the responsible tripartite commission (Art. 360b OR/CO Swiss Code of Obligations).

- ⁴ The quantitative benchmarks of the CBAs listed in Annex 1 and their amendments shall take effect 30 days after their publication by staff organizations on the electronic CBA database designated by the SPKP. The benchmarks of the CBAs declared to be generally binding as stipulated in Art. 3, para. 1 shall also be published by staff organizations on the electronic database designated by the SPKP.
- ⁵ *If a generally binding CBA or a CBA as per Annex 1 – expires, is terminated or cancelled, the wage provisions, work time provisions and provisions on flexible retirement set forth in the CBA shall continue to apply for the duration of ongoing negotiations and until the breaking off of negotiations or until the legal conclusion of the procedure regarding the declaration of general applicability. The SPKP shall decide the details.*

Art. 4**Scope with regard to staff**

- ¹ *The CBA Staff Leasing shall apply to all employees hired as leased staff by companies as defined in Art. 2.*
- ² *Exceptions:
Employees earning wages that exceed the maximum insured remuneration stipulated by Suva (Swiss Accident Insurance Fund) shall not be subject to this CBA Staff Leasing.*
- ³ *Individual employers who are not involved in the CBA Staff Leasing shall have the option to join the CBA Staff Leasing at their discretion.*

Art. 5**Duration of employment**

For all services defined by the duration of employment of staff in the client company assignments performed in the same company within 12 months (with the exception of the probationary period and the period of notice) shall be added up. A month is deemed to be 22 paid work days, vacation and holidays and days off due to sickness or an accident.

Art. 6**Declaration of general applicability**

- ¹ *The contracting parties shall undertake to obtain a declaration of general applicability for this CBA Staff Leasing.*
- ² *A declaration of general applicability extending for 6 months beyond the end of the contract is requested.*
- ³ *This provision shall take effect before the declaration of general applicability once this contract is signed.*

Art. 7**Implementation, further vocational training and social fund**

- ¹ The contracting parties to this CBA Staff Leasing shall be jointly entitled to expect the provisions of the CBA to be met by employers and staff as set forth in the Art. 357b OR/CO (Swiss Code of Obligations).
- ² *The contracting parties shall execute this contract jointly and shall enforce the application of its provisions. Moreover, they shall support and promote further training for career development and for improvement both in positioning on the job market and in the occupational safety and health of leased staff. In addition, the contracting parties shall establish a social fund to support the collective sick days benefit insurance (ref. Art. 28 and 29).*
- ³ They assign responsibility for the implementation, promotion and organization of in-service training and the promotion of occupational safety and health of leased staff to an association with a membership based on equal representation, where implementation in areas covered by the CBA is delegated to the bodies designated for this purpose with compensation. The association shall render the accounts and draw up the annual budget in accordance with Art.2 and 3 of the Federal Council decision on the declaration of general applicability of the Collective Bargaining Agreement (AVEG). Executive responsibility for implementation lies with Unia, while executive responsibility for further training lies with swissstaffing. Executive responsibility for the social fund lies with the swissstaffing foundation pillar 2.
- ⁴ Staff and employers together shall pay contributions amounting to 1.0 % of wages to help finance vocational training. The employer's share shall be 0.3 %, and staff's share shall be 0.7 %. All further details are covered by the applicable regulations.
- ⁵ *For members of the contracting associations, the cost of implementation and further training is included in the membership fees. Reimbursement of these costs is covered by a set of regulations and amounts to not more than 80 % of the membership fees.*
- ⁶ The further training offered in the sector CBA is available to leased staff within the framework of the applicable regulations.
- ⁷ Vocational contributions shall be collected on the basis of the AHV/AVS payroll total by the joint committee for implementation, further training and the social fund based on equal representation. *The committee and use of funds are covered in detail in the applicable regulations.*

Art. 8**Joint committee for implementation, further vocational training and social fund**

- ¹ The committee established by the contracting parties to the CBA Staff Leasing for implementation, the social fund, the promotion of further training and occupational safety and health has the legal form of an association. *Members are appointed by the contracting parties based on a system of equal representation. The chair alternates between staff and employer representatives every 18 months. If a situation occurs in which the contract ceases to apply, the contracting parties shall agree upon the services that shall continue to be provided on the basis of this contract.*
- ² Executive responsibility for implementation shall lie with Unia. *The detailed responsibilities are covered in the applicable regulations.*
- ³ Executive responsibility for further training shall lie with swissstaffing. *The detailed responsibilities are covered in the applicable regulations.*
- ⁴ Executive responsibility for the social fund shall lie with the swissstaffing foundation pillar 2. *The detailed responsibilities are covered in the applicable regulations.*
- ⁵ *All details, in particular the exact use of funds, services, the organization and implementation, as well as the responsibilities of the executive offices are covered by the Articles of Association and applicable regulations.*
- ⁶ Financing shall be provided by staff and employers subject to this contract. The contributions are calculated on the basis of the AHV/AVS payroll total billed by the employers. These take the place of all (joint fund) contributions for implementation and further training of the Collective Bargaining Agreements defined in Art. 3.

Art. 9**Ban on leasing for the purpose of strikebreaking and ban on illegal employment**

- ¹ Staff shall not be leased as strike-breakers to client companies where a lawful strike is under way.
- ² *The parties are committed to combating illegal employment and employers shall not allow illegal work to be carried out.*

2. Substantive provisions

Art. 10

Probationary period

- ¹ For staff with an indefinite contract whose recruitment establishes a new employment relationship, the first three months are deemed to be a probationary period.
 - ² If the probationary period is effectively curtailed as a result of sickness, an accident or fulfilment of a statutory obligation that is not voluntarily undertaken, the probationary period shall be extended accordingly.
 - ³ For staff with a fixed-term contract, the first two thirds of the term, but not more than three months, are deemed to be a probationary period.
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Art. 11

Termination

- ¹ During the probationary period, the contract can be terminated at any time with a notice of two working days.
 - ² The notice for terminating a contract for indefinite assignments shall be:
 - During the first three months: two working days
 - Seven days from the fourth up to and including the sixth month
 - From the seventh month: one month, always on the same day of the subsequent month.
 - ³ The notice periods in para. 1 and 2 apply only when supplying staff to client companies in the form of temporary work.
-

Art. 12

Work time

- ¹ The normal working week is 42 hours.
The 43rd – 45th working hours are deemed to be overtime that is not subject to overtime rates and shall be paid at the normal pay rate or compensated 1:1 in time off.
- ² Working hours over 9.5 hours per day or 45 hours per work are deemed as daily or weekly overtime and shall be paid with a surcharge of 25% on week days (base salary + share of 13th month wage). Daily and weekly overtime is not cumulated. The number of additional hours in a particular week is considered.
- ³ Work on Sundays shall be paid with a surcharge of 50% (base salary + share of 13th month salary).

Art. 13

Paid vacation days

- ¹ Up to the age of 20 years and from the age of 50 years, an employee is entitled to paid vacation of 25 working days per annum (10.6%). All other staff are entitled to paid vacation of 20 working days (8.33%) (Annex 2 applies for the calculation).
- ² Vacation pay may be disbursed directly with the wages for one-off employment relationships that do not exceed three months, but it must be shown separately in the pay slip. The disbursement of vacation pay to all other employment relationships shall be contingent upon the employee actually taking the vacation or the employee definitely terminating the employment relationship, provided the vacation cannot be taken during the period of notice or is not permitted by law. The vacation pay credited to the employee shall be shown in the pay slip.

Art. 14

Public holidays

- ¹ After an employment period of 13 weeks, staff shall be entitled to compensation for wages lost for all official public holidays that fall on weekdays but are declared equivalent to a Sunday. The employers are free to pay public holiday compensation in the form of a flat rate of 3.2% on top of wages (Annex 2 applies for the calculation). From their first day of work, staff are entitled to compensation for loss of wages on August 1 if this falls on a weekday.
- ² Assignments completed with the same client company within 12 months are added together. The contractually agreed normal working hours serve as the basis for calculation.

Art. 15

Brief absences

After the probationary period, employees are entitled to compensation for loss of wages in the event of the following unavoidable absences:

- ¹ Wedding of employee (including civil partnership), death of a person in the close family or of employee's partner: 3 days
- ² Death of a sibling, parent, grandparent or parent-in-law: 1 day
- ³ Birth or marriage (including civil partnership) of offspring: 1 day
- ⁴ Relocation of staff's own household: 1 day
- ⁵ Military inspection: ½ day
- ⁶ Caring for one's own sick child or a child living in the same household per incident of illness: up to 3 days
- ⁷ Fulfilment of legal obligations: hours required

The contractually agreed normal working hours serve as the basis for calculation.

Art. 16**Mandatory Swiss military service or civilian service**

- ¹ After they have completed their probationary period, staff with indefinite employment contracts are entitled to compensation for loss of wages during mandatory Swiss military or civilian service as follows:
 - a) 80 % of wages for not more than 4 weeks per annum and
 - b) after two years of uninterrupted employment 80 % of wages on the Bernese scale.The contractually agreed normal working hours serve as the basis for calculation.
- ² If the benefits set forth in the EO (Swiss regulations on compensation for loss of earnings) exceed the benefits paid by the employer, the employee is entitled to the difference.
- ³ If contributions to Suva (Swiss Accident Insurance Fund) and also implementation and further training contributions are deducted from EO/APG employee benefits for administrative reasons, these contributions shall not be refunded to employees. The compensation for loss of earnings as stipulated in Art. 16 para. 1 shall be deemed to have been reduced by said contributions.
- ⁴ The benefits are deemed to be a continuation of pay by the employer within the meaning of Articles 324a and 324b OR/CO (Swiss Code of Obligations).

Art. 17**Maternity**

- ¹ Pursuant to Article 16b ff. of the EOG/LAPG (Federal Law on Compensation for Loss of Earnings) female staff shall be entitled to maternity benefits provided they were insured under the AHVG/LAVS (Federal Law on Social Security Insurance) during the nine months immediately before childbirth, were in gainful employment for at least five months during this period and are still in employment at the time of giving birth.
- ² The entitlement to benefits starts on the day of birth. For a maximum maternity leave of 14 weeks (16 weeks in Geneva), mothers shall receive 80 % of their average income earned before the start of entitlement to benefits. Maternity benefits shall be paid in the form of a daily benefit comprising a maximum of 98 daily benefits (in Geneva a maximum of 112 daily benefits). The entitlement lapses if the mother takes up her gainful employment again. The loss of earnings insurance shall not pay out compensation in the event of absence due to pregnancy.
- ³ Compensation of loss of earnings due to sick leave during pregnancy shall be paid as stipulated in Art. 28.

Art. 18
Remuneration

- ¹ The wage categories, wage allocations and wages registered in tempdata *by the contracting parties* are deemed to be integral components of this CBA Staff Leasing.
 - ² Employees are entitled to a 13th monthly wage.
-

Art. 19
Allocation of wage categories

The wages are assigned to wage categories by the employer and this allocation is listed in the client contract. During the probationary period, the employer may adjust the allocation once.

Art. 20
Minimum wage

- ¹ The following minimum wages liable for deduction of AHV/AVS (Social Security) contributions shall be observed (in CHF):

	2016	2017	2018
Unskilled personnel	41,600 per annum or 3,200 per month x 13 or 17.56/hour.	42,900 per annum or 3,300 per month x 13 or 18.11/hour.	44,200 per annum or 3,400 per month x 13 or 18.66/hour.
Unskilled personnel in Ticino	39,000 per annum or 3,000 per month x 13 or 16.46/hour.	39,000 per annum or 3,000 per month x 13 or 16.46/hour.	39,000 per annum or 3,000 per month x 13 or 16.46/hour.
Unskilled personnel in high-wage areas	44,200 per annum or 3,400 per month x 13 or 18.66/hour.	45,500 per annum or 3,500 per month x 13 or 19.20/hour.	46,800 per annum or 3,600 per month x 13 or 19.75/hour.
Skilled personnel	53,300 per annum or 4,100 per month x 13 or 22.50/hour.	53,950 per annum or 4,150 per month x 13 or 22.77/hour.	55,250 per annum or 4,250 per month x 13 or 23.32/hour.
Skilled personnel in Ticino	52,000 per annum or 4,000 per month x 13 or 21.95/hour.	52,000 per annum or 4,000 per month x 13 or 21.95/hour.	52,000 per annum or 4,000 per month x 13 or 21.95/hour.
Skilled personnel in high-wage areas	57,200 per annum or 4,400 per month x 13 or 24.14/hour.	57,850 per annum or 4,450 per month x 13 or 24.42/hour.	59,150 per annum or 4,550 per month x 13 or 24.97/hour.

- ² The minimum wages in Ticino shall remain unchanged for the duration of this CBA, subject to the protocol agreement as per Annex 4.
- ³ High-wage areas: agglomeration of Berne, Lake Geneva Region and the cantons Basel (BS, BL), Zurich and Geneva. The high-wage areas agglomeration of Berne and Lake Geneva Region are defined in Annex 3.
- ⁴ Skilled personnel are personnel
- with a Federal Diploma of Vocational Educational and Training (EFZ) in the sector,
 - who have completed at least three years of vocational education that is suitable for the activity in question, or
 - who have completed two years of vocational training for the sector ('Attestlehre' EBA) and at least three years of professional experience in the activity in question.
- ⁵ Semi-skilled personnel are personnel with at least four years professional experience in the activity in question, for which there is vocational training. The employee must have completed at least 1000 working hours per calendar year.

The minimum wage for semi-skilled personnel is 88 % of the minimum wage for skilled personnel:

	2016	2017	2018
Semi-skilled personnel	46,904 per annum or 3,608 per month x 13 or 19.80/hour.	47,476 per annum or 3,652 per month x 13 or 20.04/hour.	48,620 per annum or 3,740 per month x 13 or 20.52/hour.
Semi-skilled personnel in high-wage areas	50,336 per annum or 3,872 per month x 13 or 21.25/hour.	50,908 per annum or 3,916 per month x 13 or 21.49/hour.	52,052 per annum or 4,004 per month x 13 or 21.97/hour.
Semi-skilled personnel in Ticino	45,760 per annum or 3,520 per month x 13 or 19.31/hour.	45,760 per annum or 3,520 per month x 13 or 19.31/hour.	45,760 per annum or 3,520 per month x 13 or 19.31/hour.

The calculation of the gross wages for unskilled, skilled and semi-skilled personnel for 2016 is done on the basis of Annex 2.

- ⁶ In the first year of full employment after successful completion of an apprenticeship, the minimum wage (for skilled personnel) may be reduced by 10 %.
- ⁷ The basis for calculating the annual hours worked is:
52.07 weeks of 42 hours = 2187 hours.

Art. 21

Exceptions

On request and with the consent of the responsible joint implementation committee with equal representation for the relevant sectors, the SPKP (Swiss Joint Vocational Committee for Staff Leasing) may approve deviations from the registered tariffs by up to 15% for staff under 17 years of age, students, interns and individuals employed for not more than 2 months per calendar year, as well as individuals with mental or physical impairments.

Art. 22

Local basis of calculations

Generally, the basis for the calculation of wages and of all benefits and deductions shall be the site of the client company.

Art. 23

Disbursement of wages

Wages shall be paid at least once a month, no later than on the 5th day of the month following the month of employment.

Art. 24

Wage supplements

- ¹ Supplements for overtime, night work and Sunday work shall not be combined. The highest rate shall be applied in each case.
- ² Such payments shall be subject to company regulations or CBA provisions in companies with shift work and permanent Sunday work (healthcare, catering, public transport and state-run organizations, tourism, etc.). Their CBA or company provisions shall also apply to wage supplements for leased personnel.

Art. 25

Night work

Temporary night work hours from 23:00 to 06:00 or temporary night shifts (23:00 – 06:00 or 22:00 – 05:00 or 00:00 – 07:00) shall be paid a 25% supplement. This is subject to the provisions of the Swiss Labor Act and its ordinances.

Art. 26**Occupational safety / special/hazardous work**

- ¹ Holders of staff leasing permits shall show evidence to the implementation committee that they are in compliance with the relevant guidelines of the FCOS (Federal Coordination Commission for Occupational Safety).
- ² Leasing firms shall instruct personnel consultants and staff with regard to occupational safety and confirm this in the client contract. The contracting parties shall define the learning objectives and teaching units for basic training.
- ³ *In accordance with the Swiss ordinance on accident prevention, the client companies are responsible for the provision of basic safety equipment, supplementary protective measures and instructions and the relevant protective garments, for compliance with the protection regulations (asbestos remediation, water, sludge and underground work, etc.) and for reporting and the compensation of client companies for the wage supplements required.*

Art. 27**Meal allowance**

If a sector contract whose wage regulations form an integral part of this contract provides for the payment of compensation for off-site meals, such payments shall also be made to leased staff.

Art. 28**Sick leave**

- ¹ If an employee falls sick during an assignment, the employee is entitled to compensation for lost earnings. All staff who are not recipients of a statutory AHV/AVS pension are covered by mandatory insurance to receive a sick day benefit from an accredited health insurer or a Swiss insurance company. The conditions and benefits are covered in Art. 29 of this agreement. These insurance benefits shall be considered sick pay within the meaning of Art. 324a OR/CO (Swiss Code of Obligations). Insurance cover begins on the day the employee starts work. Staff who receive an AHV/AVS pension shall be reimbursed as stipulated in Art. 324a OR/CO. Staff entitled to an AHV/AVS pension shall be reimbursed as per Art. 324a OR/CO. Insurance cover begins on the contractually agreed day the employee starts work.
- ² The benefits paid shall total at least 80 % of the average wage, provided the degree of incapacitation is at least 25 %.
- ³ The following entitlement shall apply after a waiting period not more than 2 calendar days:
 - ^{a)} cash benefits for 720 days out of 900 days for staff working in client companies where a CBA with a declaration of general applicability is in effect,
 - ^{b)} cash benefits for 720 days out of 900 days for staff liable for contributions to an occupational pension scheme (BVG/LPP) according to this CBA Staff Leasing,
 - ^{c)} cash benefits for 60 days out of 360 days for staff who are neither working in a client company where a CBA with a declaration of general applicability is in effect nor liable for contributions to an occupational pension scheme (BVG/LPP) according to this CBA Staff Leasing.
- ⁴ *Subject to reservations with regard to pre-existing illnesses, the General Terms and Conditions of the insurance companies shall apply.* Staff shall be informed in writing on the scope of benefits, the provider of benefits and the premiums in conjunction with the framework contract or the client contract. In the event of an illness, the employee shall immediately notify the employer and not only the client company.
- ⁵ For all benefits defined by the employee's duration of employment in the client company, assignments with the same client company in 12 months are added together.

Art. 29**Sick day benefit insurance**

- ¹ Continued payment of wages by group insurer: The company shall insure employees subject to the CBA Staff Leasing collectively for a sick day benefit amounting to 80% of the wages lost as a result of sickness on the basis of the most recently paid wages according to the normal contractual work time.¹ *With the sick day benefits paid by the group insurer and the employer's equal share of the premium, the employer's obligation to continue payment of wages according to Art. 324a and 324b OR/CO (Swiss Code of Obligations) is fully met.*
- ² Premiums:
 - a) Payment of premiums: The employee shall pay not more than 50% of the premium, equivalent to not more than 2.5% of wages. Any surpluses shall be used annually to reduce the level of the premium.
 - b) Deferred payment of sick day benefits: if the company concludes a group insurance agreement for sick day benefits with deferral of benefits and a waiting period of two days, the company shall pay 80% of the wages lost as a result of the employee's sickness for the duration of the deferral period. *In this case, the employee must not be charged for more than half the premium calculated on the basis of the discount scale as per the framework agreement for the sector solution regarding sick day benefit in staff leasing, equivalent to not more than 2.5% of wages.*
- ³ Minimum insurance conditions: The insurance conditions must contain the following minimum provisions:
 - a) Insurance cover begins on the contractually agreed day the employee starts work,
 - b) Compensation in keeping with Suva (Swiss Accident Insurance Fund) criteria after a waiting period of not more than two days for the employee. During the period of deferred benefits, the employer shall compensate the employee for lost wages subject to the same conditions,
 - c) Entitlement to benefits is defined in Art. 28,
 - d) Payment of the daily benefit in the case of partial incapacitation based on the degree of incapacitation, provided the degree of incapacitation is at least 25%,
 - e) Exclusion of entitlement to benefits during a stay outside Switzerland lasting more than three months, subject to the proviso of work assignments abroad, different legal provisions or a stay in a sanatorium and medical inadvisability of making the return journey to Switzerland,
 - f) Exemption from premium payments during the period of illness,

¹ According to the federal Health Insurance Act (KVG, SR 832.10) or Insurance Contract Act (VVG, SR 221.229.1)

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- ⁹⁾ An option enabling staff to transfer to an individual insurance policy within 90 days of leaving the group insurance as stipulated in Art. 71 para. 2 KVG/LAMal (Federal Health Insurance Law) and Art. 109 KVV/OAMal (Regulation on Health Insurance), where the premium for individual insurance cover shall be based on the age of the employee when joining the group insurance plan. If a group insurance agreement has been concluded with deferred sick day benefits, the insurance conditions must be such that the employee leaving the group insurance will not be in a worse position than he or she would have been in the case of a group insurance without deferral – i.e. the waiting period may, at the request of the departing staff, be reduced to two days without the need for a health check.
- ⁴⁾ *Staff leasing companies are offered a group insurance for sick day benefits by the social partners.*
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Art. 30

Accidents

During their assignments, employees are insured against accidents at work through Suva (Swiss Accident Insurance Fund). The insurance cover begins on the contractually agreed day the employee starts work and ends on the employee's last day of work. Non-occupational accidents are covered in accordance with Suva provisions. If benefits for non-occupational accidents are refused or reduced by Suva because of extraordinary hazards and risk-taking behavior within the meaning of Art. 49 and 50 of UVV/OLAA (Ordinance on Accident Insurance); the employer shall not be required to continue payment of wages according to Art. 324a and 324b CO.

 Art. 31

Occupational pension plans

- ¹ Pursuant to the provisions of the BVG/LPP (Federal Occupational Pensions Act), the employer and employees are required to join an occupational pension scheme. The regulations shall include the following minimum requirements:
- ² Insurance cover
- | | | |
|----|---|--|
| a) | For staff with child support obligations: | mandatory from the 1 st day |
| b) | Other staff: | voluntary from the 1 st day |
| c) | Staff with indefinite contracts or contracts exceeding 3 months: | mandatory from the 1 st day |
| d) | Staff with fixed-term contracts of not more than 3 months: | no requirement for insurance;
voluntary option |
| e) | In the event of an extension of an existing contract to more than 3 months: | mandatory as from notification of the contract extension |
| f) | From the 14 th week of work: | always mandatory |
- ³ For all benefits defined by an employee's duration of employment with the client company, all assignments in the same client company within 12 months are added together.
- ⁴ **Insured monthly wages**
The insured monthly wages are calculated and insured as shown in the following example:
Hourly wage from which the AHV/AVS contributions are deducted:
(from 1.1.2015: max. CHF 38.65 – corresponds to the BVG/LPP maximum calculated on an hourly basis) CHF 25.75
Coordination total to be deducted CHF 11.25
Insured hourly wage (min. CHF 1.60) **CHF 14.45**
Multiplied by the effective hours worked during the month 150
Insured monthly wage **CHF 2,175.00**
- ⁵ The «maximum» and «minimum» amounts and the «coordination total» change every time an adjustment is made to the sums stipulated by law. They are registered in tempdata by the swisstafing foundation pillar 2 and published in good time.

3. Contractual provisions

Art. 32

Implementation

In the framework of the provisions of the CBA Staff Leasing, it is incumbent on the SPKP (Swiss Joint Vocational Committee for Staff Leasing) to ensure that the provisions of the CBA Staff Leasing are jointly implemented, executed and enforced. *The organization, responsibilities and competencies are covered in a set of regulations.*

Art. 33

Regional vocational committees with equal representation

There are three regional vocational committees with equal representation (RPK: RPKD, RPKR, RPKT). These are defined by the language regions. These RPKs are responsible for enforcement in areas where there are no sector enforcement bodies. With the transfer of enforcement authority, the authority for checking the provisions of this CBA and the authority for imposing contractual penalties are also transferred. In this case, the SPKP (Swiss Joint Vocational Committee for Staff Leasing) is the supervisory body for the regional vocational committees with equal representation.

Art. 34

Cooperation with vocational committees of other industry associations

- ¹ To ensure the efficient enforcement of this CBA Staff Leasing, the SPKP (Swiss Joint Vocational Committee for Staff Leasing) assigns enforcement authority in those areas covered by CBAs with a general declaration of applicability and CBAs as defined in Annex 1, which have sector enforcement bodies, to the relevant vocational committees with equal representation and compensates these where there is a cooperation agreement between the relevant sector enforcement body and the SPKP. Along with the assignment of enforcement authority, the authority to check compliance with wage and work time provisions as stipulated in Art. 20 AVG / LSE (Federal Employment Services Act) and Art. 48a AVV / OSE (Ordinance on Employment Services) and to impose contractual penalties and inspections costs within the provisions of their CBA is also transferred, so long as nothing else has been agreed in the cooperation agreement.
- ² The SPKP provides for coordination and represents the interests of the staff leasing sector. It may review the appropriateness of contractual penalties resulting from CBAs that have not been declared generally applicable.

Art. 35**Company audits**

The SPKP (Swiss Joint Vocational Committee for Staff Leasing) and the RPKs (Regional Joint Vocational Committees for Staff Leasing) may order and perform company audits to verify compliance with the provisions of the CBA Staff Leasing, in particular with the provisions on work time and wages, the minimum mandatory benefits of the sick day benefit and the payment of contributions to implementation, further training and the social fund. The SPKP provides for coordination.

Art. 36**Auditing authorities**

Company audits are conducted on behalf of the joint committees (SPKP / RPKP) by contracted specialist companies or institutions.

Art. 37**Consequences of minor or trivial breaches of the CBA Staff Leasing**

- ¹ In the event of minor or trivial breaches, the joint committees for staff leasing (SPKP/ RPK) decide whether to charge auditing costs. When doing so, they take into account whether the breaches have been corrected and whether the obligations have been met. *The regulations lay down the details for this.*
- ² The audited companies are not entitled to any compensation related to company audits that are ordered.

Art. 38**Consequences of breaches observed**

- ¹ In the event of breaches being detected by sector enforcement bodies, the provisions of the CBA that takes precedence shall apply.
- ² Both the joint federal and regional vocational committees for staff leasing (SPKP/RPKP) may impose on the company in breach of regulations not only a contractual penalty, but also the procedural and auditing costs incurred and declared for the objects mentioned in Art. 35 CBA and Art. 357b, para. 1 OR/CO (Swiss Code of Obligations). This also applies to the costs of third parties commissioned by the SPKP and RPKP. *The regulations lay down the details for this.*

-
- ³ The financial compensation for the breach of regulations shall be charged to the audited company. This company shall submit written evidence of payment to the SPKP / RPKP within one month of the written notification of the decision.
 - ⁴ The SPKP / RPKP may impose contractual penalties up to CHF 50,000 on companies that breach the provisions of the CBA Staff Leasing. The contractual penalty is determined according to the level of benefits withheld, the duration of the audit, the number of employees audited, mitigating elements such as the prompt retroactive payment of benefits withheld, aggravating elements such as breaches of provisions of the CBA that are not cash-related and also a surcharge for particularly serious multiple breaches. *The regulations lay down the details for this.*
 - ⁵ In the event of repeat or multiple breaches of the CBA Staff Leasing, the full extent of the contractual penalty may be applied. In this case, due consideration shall be given to the size of the company in breach of the agreement.
 - ⁶ Any contractual penalty that has been imposed shall be paid to the SPKP within 30 days. The SPKP shall ensure that the contractual penalty is used to cover the costs of the audit and that any surplus is used in a reasonable manner, particularly for general purposes as defined by this contract. *Details are contained in the articles of the association for implementation, further training and the social fund with equal representation for staff leasing.*
 - ⁷ *In the event of a serious breach or multiple breaches of the CBA Staff Leasing that reach a certain degree of seriousness, a request to revoke the leasing permit may be filed by the SPKP.*

Art. 39

Appeals authority

- ¹ An appeals committee shall be established, consisting of employer and staff representatives each elected by the assembly of the association for implementation, further training and the social fund with equal representation for staff leasing.
- ² The appeals committee shall discuss and make decisions on the appeals of those concerned against reporting decisions, declaratory decisions, contractual penalties imposed, auditing decisions, in particular the imposition of auditing costs, decisions related to requests for support of further training programs and decisions related to requests for support of occupational health and safety measures by the joint federal and regional vocational committees on staff leasing (SPKP/RPKP).
- ³ The appeal shall be submitted to the appeals committee in writing within 30 days and must include a request and a justification. The decision being appealed, as well as any evidence must be included.

-
- ⁴ The appeal period begins on the day after decision being appealed is made. If the deadline is on a Saturday, Sunday or recognized public holiday, it shall end on the following day. Submissions to the appeals committee but be submitted to the appeals committee or posted by Swiss post to the appeals committee by the last day of the appeal period.
- ⁵ *The regulations lay down the details for this.*

Art. 40

Court of arbitration

- ¹ *For the duration of this contract period, a permanent court of arbitration shall be appointed to rule on disputes between the contracting parties on the interpretation of this agreement.*
- ² *The court of arbitration shall consist of a jointly appointed lawyer as chairperson and two representatives of each contracting party. If no agreement is reached on the findings of the chairperson, this responsibility shall be assigned to the chief justice of the high court of Canton Berne or a person designated by the chief justice.*
- ³ *The costs shall be charged to the contracting parties of the CBA Staff Leasing.*

Art. 41

Provisions of other laws

In the absence of respective provisions in the CBA Staff Leasing, the provisions of the Swiss Code of Obligations (CO), labor laws and federal laws on the declaration of the general applicability of CBAs and the law on employment services (AVG/LSE) as well as the corresponding regulations of the relevant laws shall apply.

Art. 42

Legal domicile and venue

The contracting parties recognize Berne as the legal domicile and venue.

Art. 43

Entry into force and validity period of the CBA Staff Leasing

- ¹ *This CBA Staff Leasing enters into force when it is declared generally applicable by the Federal Council on 1 May 2016 and applies until 31 December 2018.*
- ² *In the event of urgent circumstances, amendments to this contract during the contract period may be negotiated upon written request by one of the contracting parties.*

Zurich / Berne, 18 June 2015

For swissstaffing

Georg Staub
President

Myra Fischer-Rosinger
Director

For the trade union Unia

Renzo Ambrosetti
Co-President

Vania Alleva
Co-President

André Kaufmann
*Responsible for
staff leasing*

For the trade union Syna

Arno Kerst
President

Hans Maissen
Vice-President

For KV Schweiz / SEC Suisse

Peter Kyburz
CEO

Karin Oberlin
Head of social partnership

For Angestellte Schweiz / Employés Suisse

Thomas Feierabend
President

Stefan Studer
Managing Director

Gila Fröhlich
*Responsible for
staff leasing*

Annexes

Annex 1

List of CBAs that are not generally applicable and are subject to the principle of precedence as defined in Art. 3 CBA.

The wording of these CBAs with the applicable provisions can be found on the following website: www.tempdata.ch

Sector	CBA (abridged titles)
Trades	
Carpentry	Carpentry, furniture, window and door artisans Ticino
Wood industry	Swiss Woodworking Industry
Automobile trade / garages	Auto Mechanics Trades Canton Aargau Auto Mechanics Trades Canton Bern and Jura Auto Mechanics Trades Canton Basel (BS, BL) Auto Mechanics Trades Canton Lucerne, Nidwalden/Obwalden Auto Mechanics Trades Canton Solothurn Auto Mechanics Trades Canton Zug Auto Mechanics Trades Canton Zurich
Floor laying	Parquet Floor Construction AG St. Margrethen

Sector	CBA (abridged titles)
Industries	
Textile care / laundry services	Bardusch AG Basel (Textile leasing)
Tertiary sector	
Ports	Plant employees at Ultra-Brag AG
Healthcare	Aargau Cantonal Hospital Old Age Home Workers Trade (ROCA) Jura Cantonal Hospital Private Hospital Institutions Canton Ticino Zug Cantonal Hospital Employees of Bern hospitals Insel Gruppe AG
Aviation	ISS Aviation Geneva ISS Aviation Zurich – permanent staff (minimum 50% position) ISS Aviation Zurich – part-time personnel working for an hourly wage Swissport Basel Swissport International SA – Geneva for personnel working for an hourly wage CCT Swissport International SA – Geneva for personnel working for a monthly wage Swissport International SA – Station Zurich
Postal services / transport / logistics	Post CH AG PostLogistics AG PostAuto PostFinance AG

Annex 2

Module for calculation of minimum wages for unskilled, skilled and semi-skilled workers for 2016

Unskilled workers, 20 to 49 years

	areas		
	normal 3,200 / month	high-wage area 3,400 / month	Ticino 3,000 / month
Base wage / hour	17.56	18.66	16.46
Compensation for public holidays (3.2% of base wage)	0.56	0.60	0.53
Compensation for vacation (8.33% of sum of base wage + compensation for public holidays)	1.51	1.60	1.42
13 th monthly wage payment (8.33% of sum of base wage + compensation for vacation + compensation for public holidays)	1.64	1.74	1.53
Gross wage / hour	21.27	22.60	19.94

Unskilled workers up to age 19 and from age 50

	areas		
	normal 3,200 / month	high-wage area 3,400 / month	Ticino 3,000 / month
Base wage / hour	17.56	18.66	16.46
Compensation for public holidays (3.2 % of base wage)	0.56	0.60	0.53
Compensation for vacation (10.6 % of sum of base wage + compensation for public holidays)	1.92	2.04	1.80
13 th monthly wage payment (8.33 % of sum of base wage + compensation for vacation + compensation for public holidays)	1.67	1.77	1.57
Gross wage / hour	21.71	23.07	20.36

Skilled workers, 20 to 49 years

	areas		
	normal 4,100 / month	high-wage area 4,400 / month	Ticino 4,000 / month
Base wage / hour	22.50	24.14	21.95
Compensation for public holidays (3.2% of base wage)	0.72	0.77	0.70
Compensation for vacation (8.33% of sum of base wage + compensation for public holidays)	1.93	2.08	1.89
13 th monthly wage payment (8.33% of sum of base wage + compensation for vacation + compensation for public holidays)	2.09	2.25	2.04
Gross wage / hour	27.24	29.25	26.58

Skilled workers up to age 19 and from age 50

	areas		
	normal 4,100 / month	high-wage area 4,400 / month	Ticino 4,000 / month
Base wage / hour	22.50	24.14	21.95
Compensation for public holidays (3.2 % of base wage)	0.72	0.77	0.70
Compensation for vacation (10.6 % of sum of base wage + compensation for public holidays)	2.46	2.64	2.40
13 th monthly wage payment (8.33 % of sum of base wage + compensation for vacation + compensation for public holidays)	2.14	2.29	2.09
Gross wage / hour	27.82	29.84	27.14

Semi-skilled workers, 20 to 49 years

	areas		
	normal 3,608 / month	high-wage area 3,872 / month	Ticino 3,520 / month
Base wage / hour	19.80	21.25	19.31
Compensation for public holidays (3.2% of base wage)	0.63	0.68	0.62
Compensation for vacation (8.33% of sum of base wage + compensation for public holidays)	1.70	1.83	1.66
13 th monthly wage payment (8.33% of sum of base wage + compensation for vacation + compensation for public holidays)	1.84	1.98	1.80
Gross wage / hour	23.98	25.74	23.39

Semi-skilled workers up to age 19 and from age 50

	areas		
	normal 3,608 / month	high-wage area 3,872 / month	Ticino 3,520 / month
Base wage / hour	19.80	21.25	19.31
Compensation for public holidays (3.2 % of base wage)	0.63	0.68	0.62
Compensation for vacation (10.6 % of sum of base wage + compensation for public holidays)	2.17	2.32	2.11
13 th monthly wage payment (8.33 % of sum of base wage + compensation for vacation + compensation for public holidays)	1.88	2.02	1.84
Gross wage / hour	24.48	26.27	23.88

Annex 3

High wage areas – Bern agglomeration and Lake Geneva area (with postcode)

Bern agglomeration

3000 Bern
3098 Köniz
3074 Muri bei Bern
3072 Ostermündingen
3063 Ittigen
3065 Bolligen
3052 Zollikofen
3122 Kehrsatz
3065 Belp
3110 Münsingen
3113 Rubigen
3112 Allmendingen
3076 Worb
3066 Stettlen
3047 Bremgarten bei Bern
3033 Wohlen bei Bern
3053 Münchenbuchsee

Lake Geneva Area

1290 Versoix
1295 Mies + Tannay
1291 Commugny
1296 Coppet
1297 Founex
1279 Chavanne-de-Bogis
1298 Céligny
1299 Crans
1263 Crassier
1262 Eysins
1260 Nyon
1277 Borex
1278 La Rippe
1274 Grens
1275 Chésereux
1276 Gingins
1270 Trélex
1267 Coinsins
1271 Givrins
1272 Genolier
1267 Vich
1268 Begnins
1273 Le Muids
1196 Gland
1184 Vinzel
1183 Bursins
1195 Bursinel + Dully
1180 Rolle
1185 Mont-sur-Rolle
1166 Perroy
1273 Arzier
1269 Bassins
1170 Aubonne

1165	Allaman	1033	Cheseaux-sur-Lausanne
1164	Buchillon	1073	Savigny
1162	St-Prex	1090	La Croix
1163	Etoy	1096	Villette
1175	Lavigny	1091	Grandvaux
1168	Villars-sous-Yens	1096	Cully
1167	Lussy	1009	Pully
1132	Lully	1095	Lutry
1135	Denens	1098	Epesses
1136	Bussy-Chardonney	1071	Rivaz
1143	Apples	1071	St-Saphorin Lavaux
1113	St-Saphorin-sur-Morges	1070	Puidoux
1134	Vufflens-le-Château	1071	Chexbres
1112	Echichens	1802	Corseaux
1026	Echandens	1803	Chardonne
1110	Morges	1805	Jongny
1122	Romanel-sur-Morges	1800	Vevey
1121	Bremblens	1806	St-Légier
1028	Préverenges	1804	Corsier-sur-Vevey
1025	St-Sulpice	1806	La Chiésaz
1026	Denges	1807	Blonay
1024	Ecublens	1814	La Tour de Peilz
1302	Vufflens-la-Ville	1816	Chailly-Montreux
1030	Bussigny-près-Lausanne	1820	Montreux
1023	Crissier	1815	Clarens
1020	Renens	1823	Glion
1008	Prilly	1824	Caux
1000	Lausanne	1820	Veytaux
1032	Romanel-sur-Lausanne	1820	Territet
1052	Le Mont-sur-Lausanne	1844	Villeneuve
1066	Epalinges		
1000	Le Chalet-à-Gobet/Lausanne	25	

Annex 4*Protocol agreement on the Collective Bargaining Agreement (CBA) for Staff Leasing*

The contracting parties in the Collective Bargaining Agreement (CBA) for Staff Leasing (hereafter: the parties) conclude the following protocol agreement, which is an integral part of the Collective Bargaining Agreement for Staff Leasing.

Art. 1

The parties commit to conducting constructive negotiations on an annual basis with regard to alterations to minimum wages as set out in Art. 20 para. 1 for the Canton of Ticino.

Art. 2

The parties commit to conducting the above-mentioned negotiations in the third quarter of each year and to concluding the negotiations by 30 September of the year in question at the latest. Any alterations to minimum wages for the Canton of Ticino shall be applicable from 1 January and come into effect with the declaration of general applicability.

Art. 3

When conducting the above-mentioned negotiations, the parties are obliged inter alia to take into account the following criteria:

- the development of the Swiss consumer price index and the development of the actual purchasing power (costs of housing, health insurance, etc.) in the Canton of Ticino, as well as*
- the development of average labor productivity in the Canton of Ticino, as well as*
- the cross-sectoral wage level and the average annual wage development in the Canton of Ticino.*

For the criteria stated above, the Swiss Federal Statistics Office (SFSO), official statistics for the Canton of Ticino and surveys conducted by the parties themselves shall be defining.

Art. 4

Amendments, additions or the annulment of this protocol agreement are only legally valid when done in writing and signed by all parties. This applies also and particularly to this provision concerning the written form.

Art. 5

If parts of this agreement are invalid, the validity of the remaining provisions shall not be affected thereby.

Should this be the case, the parties commit to replacing the ineffective or unfulfillable part of this protocol agreement with a valid, effective and fulfillable provision, which is as close as possible in terms of content to the parties' original intention.

Art. 6

Differences between the parties in the application or interpretation of this protocol agreement shall be settled as per Art. 40 of the CBA Staff Leasing. .

Art. 7

This agreement comes into effect when the CBA Staff Leasing is signed by the contracting parties at the beginning of declaration of general applicability for the CBA Staff Leasing 2016 and remains effective for the period the CBA Staff Leasing 2016 is valid as per Art. 43 para. 1 of the CBA Staff Leasing.

