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Framework Labour Agreement

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between

Bellini Personal AG, 8004 Zurich, represented by its head office Zurich ZH, Stauffacherstrasse 16, 8004 Zurich ZH, hereinafter "**Employer**"

and

Mr. XY, born on 10 August 1991, from XY, national insurance number 756.3984.767367, hereinafter "**Worker**"

1. General

1.1. Principle

The Employer shall offer the Worker job opportunities at host companies. This Framework Labour Agreement lays down the relationship between the Employer and the Worker and shall apply for an indefinite number of work assignments by the Worker at host companies. Amendments may only be agreed upon in writing. This Framework Labour Agreement shall enter into effect upon the acceptance of a work assignment in each case. The wage entitlement shall not arise until the work assignment has been accepted; this Framework Labour Agreement does not yet, in itself, bring about a wage entitlement or an entitlement to regular employment by the Employer. Changes to the statutory basis and/or to the individual insurance contracts shall remain excepted.

1.2. Acceptance or non-acceptance of a work assignment

The Worker shall be free to accept or turn down a new work assignment. Acceptance must be declared immediately after the work assignment has been offered, otherwise the Worker shall be deemed to have turned down the work assignment offered. If the work assignment offered is turned down, the Employer shall not be obliged to offer the Worker an alternative.

1.3. Working at the host company

By accepting a work assignment, the Worker undertakes to work for the Employer at the host company in the Employer's name and on the Employer's account. Throughout the entire duration of the work assignment, the Employer shall retain the role of employer, along with all rights and duties, and shall therefore be the sole point of contact for all issues relating to this Framework Labour Agreement and the respective assignment contracts.

1.4. Provisions governing the work assignment

A separate assignment contract (new labour agreement) shall be concluded for every work assignment. The particular terms and conditions of the work assignment, such as the type of work, the commencement and duration of the work assignment, the place of work, the working time, the wage, the reimbursement of expenses etc., shall be agreed upon between the Employer and the Worker in writing in the assignment contract prior to every work assignment. The Worker shall be prohibited from starting a work assignment without possessing a mutually signed assignment contract or at least a provisional assignment contract.

1.5. Validity of collective labour agreements

On 13 December 2011, the Collective Labour Agreement for Labour Leasing was declared generally binding (hereinafter "generally binding CLA LL"). The generally binding CLA LL forms an integral part of this Framework Labour Agreement. It shall apply even if the host company is subject to a collective labour agreement that has been declared generally binding (hereinafter "generally binding CLA"). The generally binding CLA LL shall adopt the wage-related and working-time-related provisions of the collective labour agreement applicable at the host company, insofar as such collective labour agreement has been declared generally binding (hereinafter "generally binding"). If the collective labour agreement applicable at the host company has not been declared generally binding, but is listed in Annex 1 to the generally binding CLA LL, the wage-related and working-time-related provisions shall be governed by this generally binding CLA LL. Additionally, the generally binding CLA LL shall adopt any provisions on flexible retirement that are applicable at the host company.

1.6. Duration of employment

For all benefits defined on the basis of the Worker's period of employment at the Employer (with the exception of the probationary period and the period of notice of termination), work assignments performed at the Employer within twelve months shall be added together. Twenty-two paid days of work, days of leave, public holidays and days off due to illness or accident shall be deemed to be one month.

2. The Worker's Duties

2.1. Starting and performing the work assignment

If the Worker accepts a work assignment, he shall be obliged to punctually start the work assignment and to not leave the work assignment without good cause. Work interruptions of any kind shall be immediately reported. The Worker shall complete the work assignment properly and satisfactorily.

If the Worker fails to start the work assignment, or leaves the work assignment, without justification, the Employer shall be entitled to compensation in the sum of one quarter of the Worker's monthly salary. Additionally, the Employer may claim damages (Art. 337d OR [Swiss Law of Obligations]).

2.2. Compliance with instructions

The Worker shall be introduced, instructed and supervised by the host company. He shall follow the instructions issued to him and comply with the works rules. If the actual work assignment deviates from the work assignment agreed upon in the assignment contract, the Employer shall be immediately informed thereof. In any event, the Employer's instructions shall take precedence.

2.3. Adherence to the working time

The Worker shall work to the host company's time schedule. His working time shall be governed by the assignment contract, which shall, in turn, be tailored to the applicable collective labour agreement. If the actual working time deviates from the working time agreed upon in the assignment contract, the Employer shall be immediately informed thereof.

2.4. Duty of diligence

The Worker shall carry out the tasks assigned to him personally, diligently, conscientiously and using the personal equipment required. The equipment, materials, tools and machinery necessary for the work, as well as any necessary work clothes shall be treated with care and be made available only by the host company. The Worker shall be liable for any loss or damage caused by wrongful intent or with negligence, as well as for the consequences of non-observance of provisions in the assignment contract, this Framework Labour Agreement or any further statutory provisions. The Employer shall refuse to pay any remuneration whatsoever for material or tools used privately.

2.5. Occupational health and safety

All provisions and instructions of the host company, the Employer and the SUVA [Swiss Accident Insurance Institution] that serve occupational health and safety shall be followed by the Worker. The Worker confirms that, prior to the work assignment, the Employer defined with him the relevant learning targets, teaching units and progress monitoring and gave him a basic briefing accordingly.

2.6. Duty to maintain secrecy

The Worker shall be bound to secrecy. During the work assignment and thereafter, the Worker shall maintain secrecy in respect of confidential manufacturing and/or company information that he acquires knowledge of at the host company.

2.7. Notification in the event of inability to attend for work, consequences

If the Worker is unable to start the work assignment, or has to temporarily discontinue the work assignment, due to illness or accident or for other compelling reasons, he shall, himself or through a third party, inform the Employer and the host company thereof by telephone without delay. If the Worker is absent from work due to illness for more than two days, he shall, without having to be asked, submit a doctor's certificate to the Employer within three days. Except in the case of cross-border commuters, only doctor's certificates from a doctor practising in Switzerland shall be accepted. If the Worker fails to comply therewith, he must expect the insurance company and the Employer to reduce his benefits, or even refuse to pay his benefits, for the duration of his incapacity for work. The Employer shall be entitled to call in internal and external specialists with the aim of optimally providing the Worker with support by means of visits and other measures and facilitating his reintegration into the work process. The Worker shall release the doctor treating him from his duty of professional secrecy to such an extent that this doctor is able to inform the Employer of the Worker's actual incapacity for work. The Employer reserves the right to order an examination by a doctor of its choosing.

2.8. Duty to inform

The Worker shall make available to the Employer all information, documents, identity cards, proof, permits, registration cards etc. necessary for the proper implementation of the Framework Labour Agreement and the work assignments.

Changes of address or other changes to the Worker's circumstances, such as marriage, military service, birth of a child etc. shall be reported without delay and without a request having to be made.

2.9. Duty of loyalty

The Worker shall be bound to loyalty to the Employer as well as to the host company. The Worker confirms that he shall not be in breach of any duty of loyalty to another employer as a result of his working for the Employer.

3. The Worker's Rights

3.1. Wage

An hourly or monthly wage shall be paid. The wage shall be newly agreed upon for every work assignment and be laid down in writing in the respective assignment contract. The contractual working time shall be decisive. However, the Worker expressly agrees that only the working time that is contained in the work report, has actually been performed and has been confirmed by the host company by signing shall be paid in cases where this working time is less than the working time contractually agreed, except where the Worker can prove that the host company refused to accept his labour.

3.2. Payment of the wage

Normally, the wage shall be paid monthly by bank-transfer at the end of every month. At the Worker's request, the wage may alternatively be paid weekly, normally on the same weekday. If the Worker does not have a bank account or a Post Office account, his wage shall, by way of exception and subject to prior agreement, be paid by cheque or in cash. Any charges for cashing a cheque, express charges for express payment with same-day availability or charges for payments into foreign bank or Post Office accounts shall be borne by the Worker. If the fully filled-in work reports are received at the Employer by 4 pm, it shall normally be possible to ensure that the wage is paid on the same day with availability / crediting on the following day. Additionally, the work report must bear the host company's stamp and legally valid signature. By signing the work report, the Worker confirms the accuracy of the entries contained in the work report and expressly agrees to the specific assignment contract and this Framework Labour Agreement. The Worker shall receive a wage statement monthly in the course of the following month.

3.3. Extra hours, overtime, night work, shift work and Sunday work

Extra hours, overtime, night work, shift work and Sunday work shall be governed by the provisions of the applicable CLA referred to in the assignment contract. Hours of work performed beyond the working time agreed upon in the assignment contract shall be deemed to be extra hours. Overtime, night work, shift work and Sunday work must have been expressly ordered by the host company and shall be performed only within the scope of the maximum working time under the *Arbeitsgesetz* [Swiss Labour Act]. If the host company is subject to the generally binding CLA LL, extra hours up to the 45th hour of the week may be paid without a supplement or be compensated for in the ratio 1:1. The 46th hour of work up to the maximum of 50 hours of work in a week shall be deemed to be overtime and shall be paid out with a wage supplement of 25 % for weekday work, and 50 % for Sunday work. Sunday work shall be paid with a 50 % wage supplement.

3.4. Leave and public holidays

Leave and public holidays shall, in each case, be set out in the form of an hourly wage supplement separately indicated on each wage statement. The leave currently accrued shall also be recorded. Up to the age of 20, and from the age of 50, the Worker shall be entitled to five weeks' leave, which is equal to a supplement of 10.60 %; all other workers shall be entitled to four weeks' leave per year, which is equal to a supplement of 8.33 %. The Worker shall invariably take his days of leave during the period of the work assignment; the scope of the leave to be taken shall be calculated pro rata on the basis of the annual leave entitlement. A payout of the wage supplement for leave shall take place only in the case of a one-off work assignment lasting no more than three months. In all other cases, such payout shall take place when the leave is taken or at the end of the work assignment insofar as it is not possible or legally permitted to take leave within the notice period. The Worker shall be entitled to paid public holidays if they fall within the period of a work assignment. If the host company is subject to the generally binding CLA LL, the local and cantonal public holidays shall be compensated for with a flat-rate supplement of 3.2 %. August 1st (Swiss national holiday) shall be deemed to be a paid public holiday if it falls on a business day.

3.5. Paid absences

After the probationary period has expired, the Worker shall, subject to corresponding proof, be entitled to paid absences. These include the Worker's own wedding or registered partnership (3 days), the death of a family member in the Worker's household or the death of the Worker's partner (3 days), the death of the Worker's siblings or parents or grandparents/parents-in-law (1 day), the birth or wedding or registered partnership of a child of the Worker (1 day), taking care of the Worker's own ill child or an ill child in his household (up to 3 days per case of illness), military inspection (½ day), a move of the Worker's household (1 day), fulfilment of statutory duties (hours needed). The calculation shall be based on the normal working time contractually agreed.

3.6. Child and family allowances

The Worker shall be entitled to family allowances per child in accordance with the *Bundesgesetz für Familienzulagen* (hereinafter "*FamZG*" [Swiss Federal Act on Family Allowances]) and the laws applicable in the canton concerned. The family allowance under the *FamZG* amounts to at least CHF 200 per month for children up to the age of 16 (child allowance) and at least CHF 250 per month for 16-25-year-old children and young persons (educational allowance). For the same child, only one allowance of the same kind shall be paid out. The applicable legislation may provide for higher minimum rates. The family allowance shall be paid together with the Worker's wage at the end of every month with a one-month lag. When the work assignment begins, the Worker shall, without having to be asked, furnish legally valid proof of his eligibility for child and training allowances.

3.7. Reimbursement of expenses

The sum and type of any reimbursement of expenses shall be tailored to the applicable, generally binding CLA and be agreed upon in the assignment contract. The reimbursement of actual expenses shall be subject to proof in the form of the original receipt. Expenses shall be reimbursed only if claimed by means of a work report.

4. Social Security Contributions, Professional Contributions and Insurance

4.1. Social security contributions, professional contributions

The following employee contributions valid at the time of the wage statement shall be deducted from the gross wage: old-age and surviving dependants' insurance (currently 4.35 %), disability insurance (currently 0.7 %), income compensation scheme (currently 0.25 %), unemployment insurance (currently 1.1 % of the annual wage - subject to old-age and surviving dependants' insurance - up to CHF 148,200, 0.5 % for wage portions above this), daily sickness benefits insurance (currently 0.59 %), occupational pension scheme (*BVG [Occupational Pensions Act]*, as per the rules/information sheet) and insurance against accidents outside of work (*SUVA*, currently 2.4 % for factories and 0.86 % for offices). Likewise, implementation cost contributions (currently 0.7 %) and, depending upon the generally binding CLA, flexible retirement contributions shall be deducted in accordance with the generally binding CLA LL.

4.2. Occupational pension scheme (*BVG*)

Workers who are aged 17 or over and receive from the Employer an annual wage of CHF 21,330 or more shall be subject to the *BVG* obligation. In the case of a work assignment for an indefinite period or for a fixed term of more than three months, and in the case of obligations to support children, the Worker shall be subject to the *BVG* requirement from the first day. If an assignment contract with a fixed term of less than three months is extended beyond three months, the Worker shall be subject to the *BVG* requirement from the time when the contract is extended. The periods of the work assignments taking place at the Employer within 12 months shall be added together, but these work assignments may take place at different host companies and need not be consecutive. However, the other prerequisites, such as the annual minimum wage or the age, must likewise be met. The insurance rules or the information sheet containing the precise provisions and contributions shall be made available to the Worker on request.

4.3. Compensation for loss of pay in the event of illness

Only for the duration of a work assignment, the Worker shall, from the day of the contractually agreed commencement of his assignment, be entitled to compensation for loss of pay for working days lost due to illness. In the case of full incapacity for work, this compensation shall, with a two-day qualifying period, equal 80 % of the average wage subject to old-age and surviving dependants' insurance, insofar as the incapacity to work amounts to at least 25 %. If the Worker falls ill, he shall be insured for 720 consecutive days (within 900 days) insofar as the host company is subject to a generally binding CLA, or the Worker fulfils the *BVG* requirement. In all other cases, the Worker shall be insured for 60 consecutive days (within 360 days). If the Worker has a pre-existing illness, the insurance company (*CSS*) shall pay reduced benefits binding upon the Worker (continuous employment period of up to 6 months, 4 weeks; up to 9 months, 6 weeks; up to 12 months, 2 months; up to 5 years, 4 months). If the Worker is ill and travels abroad for longer than three months, insurance benefits shall be paid only in certain cases. The insurance is mandatory for the Worker. The contribution for daily sickness benefits insurance shall be borne by the Employer and the Worker jointly. Within 90 days after the end of the work assignment, the Worker may change over to an individual daily sickness benefits insurance policy.

4.4. Compensation for loss of pay in the event of an accident

During a work assignment, the Worker shall be insured with the *SUVA* [Swiss Accident Insurance Institution] against the consequences of accidents at work. The insurance shall begin when the Worker starts his assignment and shall end on the last day of work. In the case of full incapacity for work, the Worker shall, *inter alia*, receive from the *SUVA*, from the third day following the accident (qualifying period), a daily allowance of 80 % of the wage subject to old-age and surviving dependants' insurance, up to the maximum wage under the *UVG [Swiss Federal Law on Accident Insurance]*. During the qualifying period, the Employer shall pay compensation in the same amount.

If the weekly working time amounts to at least eight hours, the Worker shall be additionally insured with the SUVA against the consequences of accidents occurring outside of work (during the Worker's leisure time). If the SUVA rejects such an accident on the grounds of extraordinary danger or risk, the Employer shall no longer be obliged to continue to pay the Worker's wage. The Employer shall bear the contribution for the insurance against accidents at work, and the Worker shall bear the contribution for the insurance against accidents outside of work.

4.5. Maternity and Paternity Allowance

According to Article 16b et seqq. Swiss Income Compensation Act (AEO), female workers are entitled to a maternity allowance if they were insured, as defined by the Swiss Federal Act on Old-age and Surviving Dependents' Insurance (AOASI), during the nine months immediately preceding childbirth, were employed for at least five months during this period and are still employed at the time of childbirth. If these conditions are not met, the continued payment of the worker's wage by the employer in cases of incapacity for work through no fault of the worker shall be examined. The entitlement to the allowance shall accrue on the day of childbirth. During maternity leave, which shall not exceed 14 weeks, the worker shall receive 80 % of the average wage - subject to old-age and surviving dependants' insurance - that he/she earned before the entitlement to the allowance commenced. The maternity allowance shall be paid out in the form of no more than 98 daily allowances of no more than CHF 196 each. The entitlement shall end prematurely if the worker resumes his/her employment.

According to Article 16i et seqq. Swiss Income Compensation Act (AEO), male workers are entitled to a paternity allowance if they are the legal father at the time of childbirth or become so within the following six months, were insured, as defined by the Swiss Federal Act on Old-age and Surviving Dependents' Insurance (AOASI), during the nine months immediately preceding childbirth, were employed for at least five months or received income compensation during this period and are still employed at the time of childbirth. The entitlement to the allowance shall accrue on the day of childbirth. During paternity leave, which shall not exceed 2 weeks, the worker shall receive 80 % of the average wage - subject to old-age and surviving dependants' insurance - that he/she earned before the entitlement to the allowance commenced. The paternity allowance shall be paid out in the form of no more than 14 daily allowances of no more than CHF 196 each. The entitlement shall end when the worker has received 14 daily allowances, but no later than after expiration of the six-month base period following childbirth.

4.6. Military service, Red Cross service, civil defence service, alternative service

If, during a work assignment agreed upon without a fixed term, the Worker performs mandatory peace service in the Swiss Armed Forces, with the Red Cross, in the civil defence service or in alternative service, he shall be entitled to the statutory compensation for loss of earnings (under the income compensation scheme). If this compensation amounts to less than 80 % of the wage subject to old-age and surviving dependants' insurance, the Employer shall supplement the compensation up to this amount for a period of four weeks in the 4th to the 12th month. In the second year, the period shall amount to one month, in the third and fourth year two months, in the fifth to ninth year three months, in the 10th to 14th year four months, in the 15th to 19th year five months and in the 20th to 25th year six months.

5. Duration of the Employment Relationship

5.1. Probationary period

Every work assignment shall have a probationary period. In the case of fixed-term work assignments, the probationary period shall amount to two thirds of the assignment period, no more than three months. In the case of open-ended work assignments, it shall amount to three months.

5.2. Termination during the probationary period

During the probationary period, the employment relationship may be terminated by either party with two working days' notice.

By affixing his signature, the Worker confirms that he has received, read and understood this Framework Labour Agreement and is in agreement herewith.

Zürich, 01 November 2021

Worker
(XY)

5.3. Termination in the case of open-ended work assignments

During the first three months of an open-ended work assignment, either party may terminate the contract with two working days' notice. The notice period shall be seven days from the fourth to the sixth month, and one month from the seventh month onwards, in each case with effect from the same day in the following month.

5.4. Termination in the case of fixed-term work assignments

Fixed-term job assignments shall automatically end when the agreed period expires. Whilst the job assignment is ongoing, the notice periods for non-fixed-term job assignments shall apply.

5.5. Deviating notice periods

Longer notice periods may also be agreed upon in the assignment contract.

5.6. Termination with immediate effect for good cause, nullification

The right to terminate the employment relationship with immediate effect for good cause or to nullify the employment relationship by means of a termination agreement shall remain reserved.

6. Further Provisions

6.1. Prohibition of acceptance of payments and gifts

The Worker shall be prohibited from taking receipt of payments of any kind, or gifts, from the host company or any third parties in association therewith.

6.2. Further training

The Employer shall give its approval and support if the Worker files with tempraining an application for a contribution towards the cost of further training measures (in accordance with the rules/information sheet). The Worker undertakes to bear any and all resulting expenses and costs if he fails to complete, or fully complete, a further training course for which he has registered.

6.3. Joining the host company

The Worker shall be entitled to enter into a permanent employment relationship with the host company at the end of a work assignment. Such joining of the host company shall be immediately reported by the Worker. Any placement fee shall be borne by the host company and not be charged to the Worker.

6.4. Assignment of wages

Agreements by the Worker with third parties concerning any partial or full assignment of current or future wage claims shall be impermissible without the Employer's written consent and not be recognised.

6.5. Procurement, management and passing-on of information

The Worker hereby grants the Employer permission to obtain reference reports and all other appropriate information, such as test results, graphological reports etc., concerning him, process his personnel file, store his data in the IT system, submit his data to potential host companies and archive his data. This permission shall be revocable in writing at any time.

6.6. Quality standards

The Employer is a member of swissstaffing, the Swiss Association of Recruitment Agencies, and adheres to this Association's quality standards.

6.7. Applicable law and place of jurisdiction

Substantive Swiss law shall apply. The court at the place where the Worker normally performs his work, or the court at the location of the Employer's branch with which the Agreement was concluded, or the court at the place where the Employer's head office is situated shall have jurisdiction over any actions brought by the Worker. The court at the Worker's place of residence or the court at the place where the Worker normally performs his work shall have jurisdiction over actions brought by the Employer.

Employer
(Bellini Personal AG)

Gregor Iten



Please send contract to:
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