Employment Contract

**Employer**

Herr Max Mustermann

Musterstrasse 8

8888 Muster

(hereinafter employer)

**Employee**:

Frau Maria Musterfrau

Musterstrasse 8

8888 Muster

(hereinafter employee)

**1. Jobtitle**

Example

**2. Start, duration, percentage of work**

The employment starts on the Example doc and finishes at open ended/or date

The the normal working hours are Example hours per day/week.

The weekly maximum hours are 45h (for employees within the industry, office personnel, technical and other employees as well as the sales personnel within shops and SME’s). Apart from that, a maximum of 50h per week is allowed.

Overtime has to be avoided. The employee only has to work overtime if it was requested by the employer and if the employee is able to undertake it. Overtime which exceeds the contractual hours up to the maximum allowed working hours 45/50 per week have to be compensated within the same year of work or they will be paid 1:1. Overtime above the legal maximum hours of 45/50h per week primarely also have to be compensated with free time during the work year or the overtime has to be paid with an salary add on of 25%. It is strictly forbidden to have more than 170/140h of overtime during one year. Allocated time has to be worked. These terms are valid for full time as well as part time employees.

**3. Probationary period**

The first three months are deemed to be a trial period.

If there is an interruption due to illness, accident or the fulfilment of a statutory obligation not voluntarily assumed, a corresponding extension of the trial period will occur.

During the trial period, the employment relationship can be terminated at any time subject to a period of notice of seven working days, even in the event of illness, accident, military duty or pregnancy. The statutory waiting periods only apply following completion of the trial period.

**4. Holidays and public holidays**

The employee is entitled to Example weeks of paid holidays per year.

(Up to the age of 20 the employee is legally entitled to 5 weeks of paid holidays per year).

The employee furthermore is entitled to 0 days of paid public holidays if they fall on a regular work day.

The Swiss national day (1. August) is a paid public holiday, if the national day falls on a regular work day.

**5. Paid days without salary reduction**

If the following events occur during a normal business day, they are fully paid with no salary or holiday reduction:

* Own wedding 3 days
* Birth of own child (father 1 day)
* Baptism or wedding of own or adoptive child 1 day
* Moving flat 1 day
* Death of spouse, own child, adoptive child, parents, siblings or in-laws if living in the same family community 3 days
* Death of a near relatives, participation of the funeral
* Nursing of relatives as per necessity 3 days

These terms also apply to registered partnerships.

**6. Salary**

monthly gross CHF Example

The 13th month share is already included in the salary above and is 8.33%.

The salary is paid on the end of every month. The salary payment as well as the social deductions will be done through PayrollPlus AG, Churerstrasse 160a, 8808 Pfäffikon SZ. Due to that both parties profit from the collective insurance agreements of PayrollPlus and the employer has less administrative duties. The employer stays the debtor of the salary, PayrollPlus only pays the salary based on the order of the employer. A possible legal action of the employee, concerning the salary, the work time, compliance with the contract, legal or CBA related issues, has to be filed against the employer and not PayrollPlus AG.

**7. Salary if the employee is not able to fulfil his work**

The continuance of salary payment for inability to fulfill his work through no fault of the employee himself, namely due to illness, accident, fulfillment of legal duties or pregnancy is regulated as per the code of obligations Switzerland art. 324a and art. 324b.

If the employee is prevented to work through no fault of the employee within the first 3 months of the contract, there is no salary compensation before the first day of the 4th month. The employee has to the take the salary loss due to illness within the first three months of the contract.

This has no impact on the coverage of the daily sickness allowance insurance which is covering as of the 31st of sickness onwards. This does not apply to employees who are subjected to a CBA.

7.1. Ilness

The employee is insured for sickness within a sickness daily allowance insurance applying a waiting period of 3 days. The employee has to notify the employer on the first day of sickness.
A medical certificate must be submitted within 2 days in order to be entitled to insurance benefits. The general insurance conditions of the daily sick pay insurer are a fixed component of the employment contract . The highest salary insured is CHF 250,000 p.a.

The benefits are 80% of the average salary if the inability to work is at least 25%. The duration of coverage is 730 days with the credit of the waiting period. The sickness daily allowance insurance replace salary payment obligations in accordance the code of obligations.

The employee has the possiblity to convert to an individual insurance of the collective insurer within 90 days after the last date of work within this contract as per the health insurance law art. 71 para.2 and art. 109 of the regulation of health insurance law.

7.2. Accident

The employee is insured for occupational accidents (and if he works at least 8 hours per week also for non-occupational accidents). The compensation of the insurance covers 80% of the average salary.The benefits of the insurance replace the salary payment obligations in accordance with art. 324 and 324b of the Code of Obligations.

The general insurance conditions of the insurer are a fixed component of the employment contract

**8. Pension fund**

The pension contributions are in line with the respective pension fund regulations.

**9. Notice period open ended/temporary employment**

Within probationary period the employment contract can be terminated by either party with a notice period of 7 days, even in case of sickness, accident, military service or pregrancy. The legal waiting period for termination are only valid after the probationary period.

After the probationary period the employment contract can be terminated as per the following: 1. year of service: 1 month, 2nd till 9th year of service: 2 months, as of the 10th year of service : 3 months. The contract can also be terminated within the month and has not to be terminated to the end of the month.

Temporary employment relationships end when the agreed term of employment runs out, but can also be terminated with the same notice periods applicable to permanent employment relationships if agreed within the contract. If that is the case, the contract end date is only valid if the contract will not be terminated before. It is a contract with maximal duration.

The right to termination without notice is retained in exceptional cases (Section 337 of the Swiss Code of Obligations (OR)).

**10. Confidentiality**

The employee commits to treat the employing companies’/clients’ business absolute confidentially in front of all third parties. This commitment continues after the end of the placement, insofar as it is necessary to protect the employer’s interests (Section 321a (4) OR).

**11. Additional occuption**

The employee is obliged to provide his full manpower for the employer. If the employee has other/additional occupations besides the one within this contract, he commits to inform the employer and to obtain his approval for paid occupations. If the employee has unpaid additional occupation he is obliged to get an approval by the employer if those commitments/occupations are directly or inderectly related to the business of the employer.

**12. Court of jurisdiction**

The court at the residential address of the employer.

**13. Employee living in an EU country**

In accordance with the guidelines on compulsory insurance in the AHV/IV (WVP) January 2020, by signing the employment contract the employee confirms that he is not working in his country of residence or receiving a salary in his country of residence in addition to the work his Swiss employer. Should he nevertheless have been engaged in an activity abroad, which could lead to a claim for social contributions and taxes from his country of residence to the employer, the employer reserves the right to retain outstanding wage payments to offset these social contributions and taxes.

**14. General terms**

Besides all the above the code of obligations, the employment law and the respective CBA is valid. Amendments are only valid in writing.

This employment contract becomes effective upon signature.

The employee comits to read the following documents before signing the contract:

<https://payrollplus.ch/en/freelancer/downloads/>

- Important information for employees

- By laws sickness daily allowance

- Factsheet pension basic/supplementary

- Information for leaving employees

- Sickness daily allowance form for leaving employees

With the signature the employee confirms to have read and understood the above documents.

Place, date: Place, date:

Employer: Employee: