

SPECIMEN

WORKING CONTRACT

between

Employer: _____

and

Employee: _____

the private servant in accordance with the Directive

Place of employment: _____

This working contract is governed by Swiss labour law. Each Swiss canton has its own standard working contract in accordance with the applicable legislation that defines the minimum working conditions and is based on the Swiss Code of Obligations.

The employer and employee confirm that they have taken note of the provisions laid down by the Directive on the hiring of private servants, by the standard working contract in effect in the canton of residence of the employer ¹, and by the Swiss Code of Obligations ². By signing this working contract, the employer and employee undertake to observe the conditions stated therein that are governed by the relevant standard working contract, the Swiss Code of Obligations and the Directive.

Complete the text fields and tick the corresponding boxes.

1. Function

The employer hires the employee as private servant in accordance with Article 1h of the Vienna Convention on Diplomatic Relations of 18 April 1961 or Article 1i of the Vienna Convention on Consular Relations of 24 April 1963.

2. Duties

The duties of the employee are as follows:

- Housework Laundry Cooking
 Waiting at table Childcare Light gardening work

Other tasks _____

3. Duration of contract, trial period

This contract has been concluded for an **indefinite period**. It enters into effect on _____ (day/month/year) and may be terminated in accordance with Article 4 of the working contract.

This contract has been concluded for a **fixed period of time**. It enters into effect on _____ (day/month/year) and expires on _____ (day/month/year). It may be terminated in accordance with Article 4 of the working contract.

The trial period is for _____ months (*maximum three months*³) with effect from the date of commencement of employment.

4. Termination of working contract

Select either 4.1 or 4.2 (*depending on the duration selected above*), both of which are subject to immediate termination on justified grounds (cf. Article 337 of the Swiss Code of Obligations⁴) and termination at an inopportune time (cf. Article 336c of the Swiss Code of Obligations⁵).

4.1 Working contract for an indefinite period:

During the trial period, the employer and the employee may terminate the working contract in writing at any time with a period of notice of _____ days. The person who gives notice is required to state the reason for his/her decision in writing at the request of the other party.

After the trial period, the employer and the employee may terminate the working contract as of the end of a month, with a period of notice of _____ months. The person who gives notice is required to state his/her reason for the decision in writing at the request of the other party.

4.2 Working contract for a fixed period⁶:

During the trial period, the employer and the employee may terminate the contract in writing at any time with a period of notice of _____ days.

After the trial period, the working contract may not be terminated before the expiry date specified in section 3 of the working contract, unless a separate written agreement is concluded between the two parties. If an employment contract with a fixed duration is renewed tacitly, it then becomes a contract for an indefinite period. A contract that has been concluded for a period of more than ten years may be terminated by either party after ten years as of the end of a month, with a period of notice of six months.

5. Daily working hours and breaks

Daily working hours: the employee is to work _____ hours per day from _____ (weekday) to _____ (weekday). The maximum number of hours per week is _____.

Breaks: the employee is entitled to a break of _____ (*indicate length*) for each midday and evening meal, plus a break of _____ (*indicate length*) during the day. These breaks are not included in the number of daily working hours.

6. Additional working hours (overtime)

If the employee has to work overtime at the request of the employer, the additional hours will be:

- compensated by time off of equal duration, or time plus _____%
 paid at normal rate, or normal rate plus _____%.

7. Days off, vacation, public holidays

Weekly day(s) off: the employee is entitled to _____ full day(s) off each week that is(are) not followed by a period of duty the same evening, normally on _____ (*indicate day(s) of the week*).

The employee is entitled to _____ half-day(s) each week that is(are) not followed by a period of duty the same evening, normally on _____ (*indicate day(s) of the week*) from _____ to _____ (*indicate times of day*). The employer may change the weekly day off specified above with the agreement of the employee.

Vacation : the employee is entitled to _____ weeks of paid vacation per annum.

Public holidays:

- The employee is entitled to the number of public holidays per annum that are applicable in the canton of residence of the employer ⁷.
- The employer and employee agree on the following number of public holidays (which may not be less than the number applicable in the canton of domicile of the employer):
_____ public holidays per annum, namely: _____

8. Accommodation

- The employer will provide the employee with a room in his/her own place of residence. The AVS value of the room is CHF 345 per month. This amount represents salary in kind that is subject to social insurance contributions.
- By way of exception, the employer is unable to provide the employee with a room in his/her own place of residence, and instead will pay the costs (accommodation plus electricity, gas, water) of external accommodation for the employee in Switzerland. The monthly accommodation costs for the employee represent salary in kind that is subject to social insurance contributions.

9. Nourishment

- The employer will provide the employee with three healthy and adequate meals per day (breakfast, lunch and evening meal). The AVS value of the meals is CHF 645 per month. This amount represents salary in kind that is subject to social insurance contributions.

The employer is unable to provide the employee with healthy and adequate meals. Instead, he/she will pay the following daily allowances, which are subject to social insurance contributions:

▪ Breakfast	CHF 3.50/day	CHF 105/month
▪ Lunch	CHF 10/day	CHF 300/month
▪ Evening meal	CHF 8/day	CHF 240/month
Total	CHF 21.50/day	CHF 645/month

The employer is unable to provide the employee with all three daily meals, and will pay the employee the following daily allowances, which are subject to social insurance contributions:

	<u>Meals provided</u>		<u>Daily allowance</u>	<u>Monthly allowance</u>
▪ Breakfast	<input type="checkbox"/> yes	<input type="checkbox"/> no	CHF _____/day	CHF _____/month
▪ Lunch	<input type="checkbox"/> yes	<input type="checkbox"/> no	CHF _____/day	CHF _____/month
▪ Evening meal	<input type="checkbox"/> yes	<input type="checkbox"/> no	CHF _____/day	CHF _____/month
	Total		CHF _____/day	CHF _____/month

10. Monthly wage

In addition to payments in kind or allowances as per sections 8 and 9 of the working contract (accommodation and nourishment), the employee will receive a monthly wage in cash (gross) of

CHF _____

_____ (indicate the amount in figures and writing).

The employee is entitled to a minimum of 12 monthly salary payments a year. The gross salary refers to the amount due to the employee before deduction of social and compulsory insurances contributions payable by the employee (insurances, cf. Sections 11 to 15 of the working contract). After making the appropriate deductions, the employer pays the employee a monthly net wage.

11. Swiss social insurance scheme AVS/AI/APG/AC

The employee is not registered for the social security system in another country, and is therefore subject to mandatory coverage by the Swiss old age and survivors' insurance (AVS), disability insurance (AI), allowances to compensate for loss of salary (APG) and unemployment insurance (APG). The employer will take the necessary steps to register the employee with the Cantonal Compensation Fund Office. Half of the contributions are paid by the employer, and half by the employee.

In the Canton of Geneva, the employee is also obliged to be registered for the maternity insurance via the Cantonal Compensation Fund Office. Half of the contributions are paid by the employer, and half by the employee.

In the other Swiss cantons, the employer is not obliged to pay contributions for family allowance. In the other Swiss cantons, the employer is obliged to pay contributions for family allowance to the Cantonal Compensation Fund Office.

The employee can, according of the applicable international law, be registered for the social security system of another country. In order to be exempted from Swiss social insurance scheme, the employer is required to produce an original certificate of insurance that is accepted by the Cantonal Compensation Fund Office. If the latter does not accept the insurance certificate, or if the latter is not submitted by the stated deadline, the employee is automatically registered for the Swiss social insurance scheme AVS/AI/APG/AC by the Cantonal Compensation Fund Office; half of the contributions are paid by the employer, and half by the employee.

12. Occupational pension insurance (LPP)

The employer and the employee are aware that, if the employee is registered for the Swiss social insurance scheme AVS/AI/APG/AC, the Cantonal Compensation Fund Office will also determine whether he/she is obliged to be registered for the occupational pension insurance. If applicable, half of the contributions are paid by the employer and half by the employee.

13. Health insurance (LAMal)

- The employee is not registered for the health insurance in another country, and is therefore obliged to register himself/herself for the Swiss health insurance, which means he/she has to take the necessary steps to join a Swiss health insurance fund. The employee is responsible for paying the premium and health insurance costs, as well as medical costs that are not covered by the insurance policy.
 - The employer agrees to pay a contribution of CHF _____ per month.
- The employee is registered for the health insurance in another country. In this case he/she is required to produce an original certificate of health insurance that is accepted by the Cantonal Office of Health Insurance, so that he/she may be exempted from the compulsory Swiss health insurance. The employee is responsible for paying the premium and costs of the foreign health insurance, as well as medical costs that are not covered by the insurance policy. If the Cantonal Office of Health Insurance does not accept the submitted foreign health insurance certificate, it will automatically register the employee for the Swiss health insurance fund.
 - The employer agrees to pay a contribution of CHF _____ per month.

14. Accident insurance (LAA)

- The employee is not covered by accident insurance in another country, and therefore requires insurance in Switzerland to cover occupational accidents, non-occupational accidents and occupational diseases. The employer is obliged to take the necessary steps to obtain cover from an authorised Swiss insurance provider.
 - Premiums for compulsory insurance against occupational accidents and diseases are paid by the employer, while premiums for compulsory insurance against non-occupational accidents are paid by the employee.
 - The employer is responsible for paying all premiums.
- The employee is insured against occupational accidents, non-occupational accidents and occupational diseases in another country. The employer is obliged to ensure that the employee's insurance cover abroad is identical to that offered by Swiss insurance; if this should not be the case, the employer must insure the employee in Switzerland.
 - The employer and employee each pay half of the premiums.
 - The employer is responsible for paying all premiums.

15. Health insurance to cover loss of income

- The employer is to conclude health insurance in the name of the employee to cover loss of income (optional insurance).
 - The insurance premiums will be paid by the employee.
 - The insurance premiums will be paid by the employer.
 - The employer and employee will each pay half of the premiums.
- The employer will not conclude health insurance in the name of the employee to cover loss of income. In the event of the employee's incapacity to work due to non-occupational sickness, the employer will continue to pay his/her salary for a limited period in accordance with the provisions of Swiss law.

16. Additional provisions

It is advisable to include in the working contract all additional arrangements agreed between the employer and the employee that are not covered by sections 1 to 15 of the working contract. This may, for example, concern the payment of a bonus at the end of the year, payment by the employer of a public transport season ticket, travel costs for vacation, costs of the journey back home after termination of the employment contract, etc.

The employer and the employee have agreed on the following additional arrangements:

Two originals of this employment contract have been signed by both parties, one of which is intended for the employer and one for the employee.

Employer

Employee

Place and date

Place and date

¹ *Standard working contracts currently in effect in Swiss cantons:*

Canton of Basel-City:

Standard working contract for household personnel, Systematic Collection of Cantonal Law, Basel-Stadt, SGBS 215.700: www.gesetzsammlung.bs.ch/sgmain/default.html (in German)

Directives relating to household personnel: www.awa.ds.ch/ea_richtliniennav.pdf (in German)

Canton of Bern:

Standard working contract for private domestic staff, Systematic Collection of Cantonal Law, Bern, RSB 222.153.22: www.sta.be.ch/belex/f/2/222_153_22.html (in French and German)

Canton of Geneva:

Standard working contract for private domestic staff, Systematic Collection of Cantonal Law, Geneva, RSG J 1 50.03: [www.ge.ch/relations-travail/ctt.asp](http://www.ge.ch/rerelations-travail/ctt.asp) (in French)

Canton of St Gall:

Standard working contract for private domestic staff, Systematic Collection of Cantonal Law, St. Gall, GALLEX 513.1: www.gallex.ch/gallex/5/fs513.1.html (in German)

Canton of Ticino:

Standard working contract for private domestic staff:

www4.ti.ch/fileadmin/DFE/DE-SPE-USML/contratti/CONTRATTO_personale_domestico.pdf (in Italian)

Canton of Vaud:

Standard working contract for private domestic staff, Systematic Collection of Cantonal Law, Vaud, RSV 222.105.1: www.rsv.vd.ch/dire-cocoon/rsv_site/index.html (in French)

Canton of Zurich:

Standard working contract for private domestic staff, 29 May 1991, Systematic Collection of Cantonal Law, Zurich, ZH-Lex 821.12: www.zhlex.zh.ch/internet/zhlex/de/home.html (in German).

² Cantonal standard working contracts are based on the Swiss Code of Obligations (cf. section on working contracts, Articles 319 to 343 - www.admin.ch/ch/f/rs/220/index2.html#id-2-10-1, in French, German and Italian)

³ During trial period: cf. Article 335b, Swiss Code of Obligations (www.admin.ch/ch/f/rs/220/a335b.html, in French, German and Italian).

⁴ Termination on justifiable grounds: cf. Article 337, Swiss Code of Obligations (www.admin.ch/ch/f/rs/220/a337.html, in French, German and Italian).

⁵ Termination at an inopportune time: cf. Article 336c, Swiss Code of Obligations (www.admin.ch/ch/f/rs/220/a336c.htm, in French, German and Italian).

⁶ Contract with fixed duration: cf. Article 334, Swiss Code of Obligations (www.admin.ch/ch/f/rs/220/a334.html, in French, German and Italian).

⁷ *Public holidays in Swiss cantons:*

- Basel-City (10 days): New Year's Day, Fasnacht (carnival, half-day), Fasnacht Wednesday (half-day), Good Friday, Easter Monday, 1 May (Labour Day), Ascension Day, Whitsun, 1 August (Swiss national holiday), Christmas Day (25 December), Boxing Day (26 December).
- Bern (9 days): New Year's Day, 2 January, Good Friday, Easter Monday, Ascension Day, Whitsun, 1 August (Swiss national holiday), Christmas Day (25 December), Boxing Day (26 December).
- Geneva (9 days): New Year's Day, Good Friday, Easter Monday, Ascension Day, Whitsun, 1 August (Swiss national holiday), Lundi du Jeûne genevois, Christmas Day (25 December), New Year's Eve.
- St Gall (9 days): New Year's Day, Good Friday, Easter Monday, Ascension Day, Whitsun, 1 August (Swiss national holiday), All Saints' Day, Christmas Day (25 December), Boxing Day (26 December).
- Ticino (8 days): New Year's Day, Epiphany, Easter Monday, Ascension Day, 1 August (Swiss national holiday), Assumption (15 August), All Saints' Day, Christmas Day (25 December), Boxing day (26 December).
- Vaud (9 days): New Year's Day, 2 January, Good Friday, Easter Monday, Ascension Day, Whitsun, 1 August (Swiss national holiday), Lundi du Jeûne fédéral, Christmas Day (25 December).
- Zurich (9 days): New Year's Day, Good Friday, Easter Monday, 1 May (Labour Day), Ascension Day, Whitsun, 1 August (Swiss national holiday), Christmas Day (25 December), Boxing Day (26 December).