

## **Framework Temporary Employment Contract (01.10.2014)**

### **MANPOWER SA**

#### **I. GENERAL PROVISIONS**

##### **1 – Introduction**

The worker (hereinafter “employee”) undertakes to work on a temporary basis in one or more third-party companies which are clients of MANPOWER SA (hereinafter “the employer”), for and on behalf of the latter.

The employee undertakes to work for the employer by the hour, half-day or full day, doing part- or full-time work, auxiliary or occasional work, or work on call. An employee who is on call will be remunerated for his/her availability on the terms agreed in writing between the parties.

In the event of discrepancies between the different versions, the French version shall prevail.

##### **2 – Validity**

The provisions of this framework contract shall govern the terms of employment between MANPOWER SA and the employee. It will come into force as soon as the employee accepts a given assignment in a particular company, i.e. an assignment which is proposed to him/her. The framework contract shall apply to all subsequent assignments, subject to amendment or rescission effected in writing.

##### **3 – Free acceptance**

MANPOWER SA shall not be obliged to offer assignments to the employee, and the employee shall not be obliged to accept an assignment. However, if the operations of the company to which the employee is allocated come to an end, but the contract of employment cannot be terminated, he/she shall be required to accept any suitable assignment. The employee must take all steps possible in order to reduce the loss to the employer; his/her salary may not be reduced during the term of protection on which the extension of the notice period is based.

Once accepted, an assignment must be completed satisfactorily.

The employee must immediately inform MANPOWER SA and the client company if he/she is delayed or unable to attend work for any reason.

The employer and the client company may assign work to the employee that differs from that specified in the assignment contract, provided it is not incompatible with the work initially specified; they may also assign additional tasks to the employee, provided these do not go beyond the scope of what may reasonably be expected. The employee must perform all tasks compatible with his/her position.

The employee may be posted to a place of work which differs from that specified in his/her contract. In this case, any issues not governed by this framework contract shall be covered by a specific written agreement between the parties.

##### **4 – Changes to the employment contract**

The regulations relating to the amendment of employment contracts shall apply to this framework contract.

All amendments to the employment contract must be made in writing, with the exception of additional and/or secondary stipulations which do not contradict the substance of the agreement.

If the employee does not accept the amendment(s) proposed, he/she must immediately report that fact to the employer; the failure to do so shall be construed as agreement.

## **5 – Other activities and undeclared work**

The employee owes all his/her working time to MANPOWER SA.

It is forbidden to perform private work, paid or unpaid, using equipment belonging to MANPOWER SA or the client company.

For the term of the employment contract, the employee may not carry out remunerated professional work for a third party without the prior written approval of his/her employer. If authorisation is granted to carry out other work, payment of salary may be subject to special regulations.

The information provided in relation to the other activity must enable the employer to satisfy itself in particular that:

- the other activity is not in competition with the employer or the client company and is not to the detriment of their interests;
- there is no scheduling conflict between the two activities;
- the maximum weekly working time according to the Swiss Employment Act (EmpA) is respected;
- the employee does not violate his/her duty of loyalty.

The employee must automatically provide the employer with all information enabling the latter to make a decision regarding the performance of the other activity, or regarding any changes to be made to it if he/she has been authorised to engage in an activity. Performance of another activity may not commence before the employer has provided written authorisation.

If the employee fails to comply with his/her duty to provide information, he/she alone shall bear the consequences. Notice is hereby formally given for example that he/she may be excluded from any cover under insurance contracts concluded by the employer, including in particular loss of earnings insurance in the event of accident or illness. If the employer's insurers refuse to compensate the employee due to another activity carried on by him/her, the employer shall be released from any obligation towards him/her unless the employee has requested and obtained in writing the employer's authorisation to carry on this other activity.

An agreement shall be drawn up between the parties if another activity is carried on by the employee.

Publications and conference presentations on to subjects and issues related to the interests of the employer and of the company to which he/she is assigned must be approved and authorised in advance by it.

Employment in the black economy (undeclared work) is not permitted.

## **6 – Collective Bargaining Agreement**

### **• General provisions**

The assignment contract shall mention the applicable collective bargaining agreement (hereafter, the CBA) or agreements, namely that of the sector of temporary work (hereafter, the CBA TW), a CBA the scope of which has been extended or a CBA mentioned in Appendix 1 of the CBA TW (hereafter, the applicable CBA).

If the assignment is not subject to any CBA, the assignment contract shall not mention any CBA.

If the employee knows at the time the assignment contract is signed or subsequently establishes that the CBA mentioned in the assignment contract is not applicable to the business or to the part of the business to which he/she is to be allocated, he/she must inform his/her employer as soon as possible of this fact in order to enable the latter, as the case may be, to take corrective action and to adopt the necessary measures.

In the event of any discrepancy between the terms of this framework employment contract and those of any CBA applicable as per the above terms, the latter shall prevail.

If an applicable CBA requires an increase in salary, the employer may deduct from the salary increase due any increase awarded in the 12 months prior to the entry into force of the extension of the CBA cited above. This provision shall apply if the decree on the extension of the CBA does not address this question.

The various scenarios following occur depending upon which CBA is applicable, or if there is no CBA:

- **CBA for temporary work (hereafter: CBA TW)**

If the employee is assigned to a company hiring employee services, the operations of which:

- are not subject to any CBA,
- are subject to a CBA, the scope of which has not been extended and which does not feature in Appendix 1 of the CBA TW,

the provisions of the CBA TW shall apply in their entirety.

If the employee is assigned to a company hiring employee services, the operations of which:

- are not subject to any CBA,
- are subject to a CBA, the scope of which has not been extended and which does not feature in Appendix 1 of the CBA TW,

and which operates in the chemical and pharmaceuticals industry, the machine tools industry, the print media industry, the watch-making industry, the food and luxury goods industry, or in public transport businesses, the CBA TW shall apply with the exception of the provisions of Article 20 CBA TW on minimum salaries, which shall not apply.

The other provisions of this Article shall apply without reservation.

- **Industry-specific CBAs**

If the employee is assigned to a company hiring employee services that is subject to a CBA the scope of which has been extended or which features in Appendix 1 of the CBA TW (the applicable CBA), the provisions governing salary and working time pursuant to Article 20 RecA (RS 823.11) and Article 48a RecO (RS 823.111) of the applicable CBA shall apply.

The CBA TW shall otherwise apply in accordance with this Article.

- **CBA for early retirement (hereafter: CBA ER)**

If the employee is assigned to a company hiring employee services subject to a CBA ER the scope of which has been extended or which features in Article 1 of the CBA TW, the CBA ER shall apply.

The other provisions of this Article shall apply without reservation.

- **No CBA applicable**

If the CBA TW is not applicable, the employer nonetheless undertakes to apply it, with the exception of the rules governing the following matters:

- the occupational contribution (including in particular execution, ongoing training, social fund and contingency fund)
- execution of the collective bargaining agreement for temporary work (including in particular monitoring of the application of the provisions of the collective bargaining agreement and the authority to rule on contractual penalties)
- occupational pensions (OPA)
- working hours pursuant to Article 48a RecO (RS 823.111)
- salary pursuant to Article 48a RecO (RS 823.111)
- care provided to children who are ill.

## **II. EMPLOYMENT CONTRACT**

### **7 – Repealed**

### **8 – Assignment contract and form of the contract**

The assignment contract must be concluded in writing before the employment begins, unless the urgency of the situation makes it impossible to conclude a written contract. In such a case, the contract must be drawn up in writing as soon as possible.

In an emergency, the parties agree to dispense completely with a written contract if the duration of the assignment is less than 6 hours.

### **9 – Content of the assignment contract**

The specific terms of the assignment shall be governed by the assignment contract. The assignment contract specifies, where necessary, which collective bargaining agreement is applicable. The employee must declare to the employer, within a reasonable time, if the aforementioned CBA is indeed the one applicable to the client company with which he/she is placed.

### **10 – Conditional recruitment**

Recruitment may be subject to a medical examination carried out at the employer's expense by a doctor of its choice.

If a client company so requests, for reasons relating to the proposed employment, recruitment may be subject to compliance with special requirements, such as presentation of a clean criminal record, a character reference, a credit check, a medical certificate and/or tests. The candidate will be informed of the reasons for and consequences of each measure.

### **11 – Duration of the assignment**

The assignment contract may be concluded for a maximum or minimum period, or on a fixed-term or open-ended basis.

### **12 – Probationary period**

A new probationary period will begin each time the employee undertakes a new assignment in a different client company. This will also be the case where the employee performs a different function in a client company for which he/she has worked before.

The probationary period will be of three months' duration. In the case of a fixed-term or maximum-duration assignment contract, the probationary period will be equal to two-thirds of the agreed period, up to a maximum of three months.

### **13 – Termination**

The employment relationship may be terminated by either party in accordance with the following notice periods:

#### **a. General provisions**

- During the probationary period and/or during the first three months of continuous assignment: 2 working days;
- Between the fourth and sixth month of continuous assignment: 7 calendar days;
- As from the seventh month of continuous assignment: one full month, generally until the same date in the following month.

#### **b. Special provisions**

- Short-term fixed or maximum-duration contracts, i.e. for up to 7 calendar days, will end on the fixed or determinable end-date or when the fixed or determinable period has elapsed, without termination having to be confirmed in writing.
- Fixed or maximum-duration contracts of more than 7 calendar days' duration shall end on the fixed or determinable end-date or when the fixed or determinable period has elapsed, provided that termination is confirmed in line with the contractual notice period mentioned in the general provisions above. In the absence of written confirmation of termination, the contract will be renewed for an open-ended period in

accordance with Article 334 of the Swiss Code of Obligations (CO), on the same terms, with the exception of those governing the probationary period;

When the duration of a contract is not fixed but determinable, the contract shall provide clarification in order to enable the duration of the assignment to be objectively determined.

An employment contract may be terminated with immediate effect where proper grounds exist as set out in Article 337 CO.

The employee agrees that MANPOWER SA shall grant the client company a mandate, or power of representation in accordance with Article 32 et seq. CO, to terminate the employment contract.

#### **14 – Job tenure**

All services provided by the employee for MANPOWER SA for a period of 12 months and which are defined as durations of assignment are added so as to give the total length of job tenure. The probationary and notice periods are not taken into account to calculate this total length of job tenure.

#### **15 – Intermission**

Subject to the provisions relating to the probationary period and termination, continuous employment means the total period during which the parties are bound by an employment contract provided that the assignments have not been separated by a time interval of more than:

<b>Duration of assignments</b>	<b>Interruption</b>
Up to 6 months	2 weeks
From the 7th month	5 weeks

In the case of longer intermission, the durations are added from the resumption of activity.

#### **16 – Keeping regular working hours and performance of work**

In accepting to work on an assignment, the employee undertakes to work as efficiently as possible and with the greatest sense of professional duty under the direction of the client company and in accordance with the instructions, directions and other rules of the client company and of MANPOWER SA. In the event of any discrepancy, the directions and instructions of MANPOWER SA shall prevail over those of the client company. The employee undertakes not to reach any agreement with the client company regarding the nature and location of the assignment without the express prior approval of MANPOWER SA.

The employer shall be obliged to start work promptly and to perform the work allocated to him/her as efficiently and conscientiously as possible. He/she shall abide by the regulations and practices of the host client company.

He/she shall use with particular care the material, equipment and tools provided to him/her in order to perform his/her work.

The employee shall personally perform the work allocated to him/her. If an assignment is accepted it must be conducted properly until completion according to the standards of the industry and the requirements of the profession, during the hours and according to the conditions specified, and in accordance with the regulations applicable in the client company.

The employee is obliged not to leave work without warning in breach of the agreed working hours. In the event that he/she breaches this material term of the contract, the employer may claim:

- a. a penalty equal to one quarter of the monthly wage.
- b. compensation of any additional losses.

If the employee violates his/her obligations in such a manner as to destroy irreversibly the proper relationship of trust with his/her employer, this shall constitute adequate cause for dismissal pursuant to Article 337 CO.

### **III. EMPLOYER'S OBLIGATIONS**

#### **17 – Remuneration**

As a rule, wages will be paid each week into the employee's bank or post office account on the basis of the hours set out in his/her timesheet. Wages will be paid within five working days of receipt of the employee's timesheet.

The salary shall be specified in the individual assignment contract. The employee shall be entitled to the salary agreed upon in the assignment contract, based on the agreed hours of work. If the number of hours actually worked is not the same as the agreed hours of work, only those hours shall be paid for which evidence is supplied, unless the employee establishes that the client company did not allow him/her to work. Any such incidents must be reported immediately to the employer.

MANPOWER SA and the employee may agree to convert the agreed weekly number of hours into a monthly average, so that a constant monthly wage can be paid. This constant monthly wage will be calculated on the following basis: agreed weekly working hours, multiplied by 52.07 weeks, divided by 12 months, multiplied by the hourly wage (for example: 40 h x 52.07 = 2083 : 12 = 173.57 x CHF 22.- = CHF 3818.45). The constant monthly wage paid constitutes an advance payment. An interim statement of account may be drawn up at any time and the final statement of account will be drawn up when the assignment ends, or at the end of the calendar year. When the working relationship comes to an end, any excess hours or shortfall resulting from the difference between the hours actually worked and the agreed hours (except those due to an instruction on the part of the employer, Article 324(1) CO) shall be paid or deducted pro rata from the set monthly salary.

As a rule, the 13<sup>th</sup>-month salary is paid at calendar year-end or at the end of the assignment if it comes to an end before 31<sup>st</sup> December.

Wages and advances paid into a bank or post office account in Switzerland will not result in any charges for the employee. An employee may not receive remuneration directly from the company with which he/she is placed.

In the event of a legitimate need, an advance of salary may be requested from MANPOWER SA. It will be determined on the basis of actual earnings, provided that the employee's timesheet is duly signed. The maximum advance will be 80% of wage earned, without holidays or 13<sup>th</sup>-month salary, where applicable; 70% if the employee is subject to taxation at source. Advances are paid once a week.

The employee's contributions to social insurance schemes will be determined in accordance with the applicable legal, regulatory or statutory provisions.

The rates of contributions to social insurance schemes are set out on the reverse side of the assignment contract. The rates or amounts relating to early retirement arising from an extended collective bargaining agreement will be set out in the assignment contract as well.

If social insurance payments are cumulated with salary in the event of partial incapacity to work, the employee may not receive excess compensation. Excess compensation occurs where, as a result of the realisation of the risk, the social payments and salary exceed the net gain of which the insured person is presumed to have been deprived. Insurance and salary payments may not therefore exceed the average net income received during the qualifying period for calculating the amount of daily allowances, which shall not exceed 12 months from the time the employee became unable to work.

Payment of salary shall end upon termination of the employment contract, even in the event of incapacity.

#### **18 – Working hours**

Working hours are indicated in number of hours to be worked per whole calendar week, whether the employment is full or part-time. As a rule, the employment rate is not indicated.

Working hours will be set according to current practice in the company where the MANPOWER SA employee is performing his/her temporary assignment. The planning department of the client company in which the employee is to perform his/her

assignment will establish the weekly schedule to be worked. The assignment contract will indicate the employee's time schedule when he/she begins working for the company.

The schedule indicated in the assignment contract shall be deemed to have been respected, unless the employee establishes that the client did not allow him/her to work. Any such incidents must be reported immediately to the employer.

The employee agrees that MANPOWER SA may grant the client company powers of representation, pursuant to Article 32 et seq. CO, and taking into account the requirements of the business, to modify scheduling within the limits set by labour legislation and in accordance with the contract of employment and the collective bargaining provisions applicable to the client company.

The employee declares on accepting an assignment that he/she has been fully informed of the working hours, particularly if his/her consent is required for work in the evenings, at night, on public holidays or on Sundays. By signing the assignment contract, he/she declares that he/she accepts without reservation the hours he/she is required to work for the client company.

If the employee:

- starts work late due to his/her own fault,
- leaves his/her place of work before the agreed time,
- does not show up at work,

the employer has no obligation to pay for the lost hours, or to provide him/her the opportunity to make them up.

The time taken in getting to and returning from work is not deemed to be part of the employee's working time.

#### **19 – Additional hours**

Additional hours as defined in the Code of Obligations (CO), are those requested and approved by the client company. The employee must indicate clearly on his/her timesheet the number of additional hours worked. As a rule, additional hours shall be remunerated according to the basic salary, with no supplementary payment. If they are compensated with time in lieu, this shall occur without any supplement on an hour-for-hour basis. Fixed monthly salaries are excluded from the above.

#### **20 – Overtime**

Overtime applies, according to the Federal Labour Law (EmpA), when the weekly hours worked are in excess of those set by the EmpA.

According to the EmpA, the maximum duration of the working week is:

- a. 45 hours for workers employed in industrial companies and for office staff, technical staff and other employees, including sales staff employed by major retailers.
- b. 50 hours for all other workers.

As a rule, overtime as defined in the EmpA is compensated with time off in lieu on an hour-for-hour basis, with no supplementary payment, over the course of a year.

When overtime is paid, the employee shall receive a supplementary payment of 25%. Office staff, technicians and other employees, including sales staff in major retail outlets, shall only be entitled to the 25% supplementary payment from the sixty first hour of overtime worked during the calendar year; the 25% supplement shall be paid to other employees from the 1<sup>st</sup> hour of overtime.

#### **21 – Temporary night work**

Temporary night work applies when an employee is recruited to work in the daytime and evening, and is then exceptionally called upon to work at night. In this case, he/she will receive a supplementary payment of 25% for the time worked at night, i.e. between 11 p.m. and 6 a.m. Any breaks which he/she takes at his/her own discretion do not count towards the number of hours worked and consequently are not subject to any right of remuneration or supplementary remuneration. The period of night work may be moved forwards or backwards respectively by a maximum of one hour.

If, contrary to all expectations, he/she works more than 24 nights in any calendar year, an employee will no longer receive the 25% wage supplement from the 25<sup>th</sup> night but will receive compensation by way of additional holiday entitlement of 10% for night work

carried out in accordance with the clause below. All nights worked in a calendar year for MANPOWER SA as part of different assignments will be taken into account in determining the changeover (25% salary supplement or 10% additional holiday entitlement).

## **22 – Regular or periodic night work**

Regular or periodic night work applies when it is agreed either initially or subsequently by amendment of the contract, that the employee's working hours will include night work on a regular or periodic basis. In this case, the employee will receive compensation for hours worked at night, i.e. between 11 p.m. and 6 a.m., by way of additional holiday entitlement of 10% from the first night. Any breaks which he/she takes at his/her own discretion do not count towards the number of hours worked and consequently are not subject to any right of remuneration or time compensation. The period of night work may be moved forwards or backwards respectively by a maximum of one hour.

Provided that he/she does not work more than one hour at night the employee will be compensated in the form of a wage supplement of 10% for the hour worked regularly at the beginning or end of the night.

Following consultation with the employee, the employer may decide to award the additional holiday entitlement of 10% in one of the following ways:

- immediately at the beginning or end of the activity
- as a half-day or day's holiday
- as a week's holiday.

## **23 – Accumulation of allowances**

Supplements and/or allowances may not be accumulated. In a situation involving an accumulation of supplements and/or allowances for any one period, only one supplement and/or allowance will be paid, whichever is most favourable to the employee.

## **24 – Work-related travel and expenses**

Over and above his/her agreed pay, MANPOWER SA will reimburse the employee, on presentation of supporting documents, any necessary expenses incurred in performing the assignment; expenses proportionate to the intended purpose must be set out in the timesheet.

Expenses may be reimbursed according to a set allowance provided that this corresponds to the necessary expenses actually incurred.

The reimbursement of expenses may be subject to special regulations.

If any of the client company's vehicles are available, they shall be used for travel as a matter of priority.

If no company vehicle is available, the employee undertakes to use his/her own private vehicle for work-related travel and, as the case may be, for the transport of other people if this is required of him for work.

Private vehicles may only be used for work-related purposes with the express, prior formal approval of MANPOWER SA. The employee shall be required to take out at his/her own cost unlimited third party liability insurance for the vehicle. He/she shall be entitled to an allowance as specified in the appendix to this framework contract and the assignment contract, or in the applicable CBA. The employer's obligations under Article 327b(1) and (2) CO and all claims of the employee against the employer as a result of the usage of the vehicle shall be deemed to have been met by payment of the per kilometre allowance agreed upon between the parties; the employee may not bring any claim for damages occasioned during work-related trips, including in particular due to the lack of fully-comprehensive private insurance.

In the event that the employee must perform his/her work at a location different from his/her ordinary place of work, or start from a location other than his/her ordinary meeting place and that the ordinary duration of the journey is extended, only the period of time in excess of the ordinary journey time shall be regarded as working time and only the actual additional travel costs shall be eligible for reimbursement. The daily work-related travelling time is remunerated by the basic individual wage. The basic individual salary



shall be the agreed as the contractual wage without any compensation, allowance, holiday or 13<sup>th</sup>-month payment.

## **25 – Holidays**

Entitlement to holiday pay shall commence with immediate effect. It shall be comprised of 4 weeks (8.33%) for each year worked for employees aged over 20, and 5 weeks (10.60%) for each year worked by employees aged under 20 or over 50. Holidays are fixed in proportion to the duration of the employment relationship if the year of service is not complete.

If an employee falls ill or suffers an accident during his/her holidays such as to undermine the purpose of the holiday in providing rest and relaxation, days on which he/she is unfit to work for reasons outside of his/her control, on provision of a medical certificate, are not considered to be holiday. In this case, the employee is required to inform MANPOWER SA immediately.

An employee who falls ill or has an accident while on holiday abroad must, as a rule, provide evidence of his/her unfitness to work by producing a hospital or medical certificate and duly settled invoices.

If the employee is prevented from working for a long period as defined in Article 329b CO, his/her holidays will be reduced within the legally permitted limits.

In calculating reductions in holidays, irregular absences will be taken into account from the first day, not after a full month.

As far as possible, holiday dates will be fixed by mutual agreement between employer and employee. If the employee starts a holiday on a date set unilaterally by him/her, notwithstanding instructions not to take holiday, this will be regarded as serious misconduct that, depending on the circumstances, may permanently destroy the bonds of trust that should exist between an employer and his/her employees. If the bonds of trust are permanently destroyed, this shall constitute a justifiable reason for dismissing an employee with immediate effect, as provided for in Article 337 CO.

Holiday pay will be indicated separately on the employee's pay slip. The amount will be frozen in a holiday account. Holiday pay will be paid when holidays are actually taken, or when the employment relationship comes to an end. Holiday pay may be paid along with the salary of the month in question where the employment relationship is very short or the hours worked are very irregular.

## **26 – Public holidays**

If the official public holidays at the place where the employee performs his/her assignment result in a loss of salary, the employee shall be entitled to compensation, according to the normal duration of work agreed by contract. As a rule, public holidays shall be compensated for as a lump sum as a percentage of basic salary. If the compensation for public holidays is not integrated into the wage as a lump sum, the public holidays are paid when they occur. In this case, the payment is made after 13 weeks of work and provided that the employee has worked on the preceding working day and the one immediately following the public holiday. If public holidays are not compensated on a lump-sum basis, they shall be remunerated at the time at which they occur in accordance with the ordinary working hours which would have been worked on the day, without overtime.

The 1<sup>st</sup> of August will be paid in accordance with the statutory provisions.

## **27 – Military service, civil protection or obligatory non-military national service**

The federal APG allowance is paid directly to the employee by the employer for the period of entitlement (4 weeks minimum, then in accordance with the Bern scale after 2 years of continuous work). Thereafter, the employee will receive the federal APG allowance directly from the compensation fund without any supplementary payment.

The payment will be made to the employee only if his/her duly completed and signed compensation form (*carte de compensation*) has been submitted to MANPOWER SA.

## **28 – Authorised absences**

After the probationary period, the employee shall be entitled to an allowance for the following absences, if they coincide with days on which he/she normally works:

- employee's civil wedding or registration of civil partnership, death of a person living in the family community of the employee or of his/her partner: 3 days
- birth or wedding of a child: 1 day
- death of brothers or sisters, parents, grandparents or parents-in-law: 1 day
- military inspection: ½ day
- moving house from his/her own home: 1 day.

Statutory provisions regarding care provided to a child who is ill shall only apply if the employee is not subject the regulations governing brief absences under the CBA TW.

The employee must provide evidence for the reason for taking time off by all appropriate means.

The basis of calculation is the contractually agreed normal duration of work.

## **IV. INSURANCE**

### **29 – General provisions**

Where insurance schemes are in place, insurance benefits replace the legal obligation to pay wages, according to Articles 324a and 324b CO. When an employee attains the age of entitlement to AVS (state pension), save in case of legal requirement, he/she is not covered by company insurance schemes, but is entitled to benefits in accordance with the Bern scale mentioned in this framework temporary employment contract. In this case, he/she is not required to make contributions to insurance schemes under which he/she is not covered.

An employee is required to consult a doctor as soon as possible and at the latest on the 3<sup>rd</sup> day after becoming unfit for work.

The insured is required to do everything possible to determine the nature and cause of the illness or accident, and to shorten as much as possible the period during which he/she is unfit for work.

If the insurer reduces or terminates its payments, the employer shall be released from its obligations to the same extent, subject to a mandatory legal obligation to pay benefits in accordance with the Bern scale.

The employer is only required to pay wages or the daily allowance under the loss of earnings insurance if there is a causal link between the employee's health problem and his/her absence from work.

At the request of the insurance company, the employee is required in particular:

- a. to undergo an examination by any doctor designated by the insurance company;
- b. to provide all information requested by the insurance company's staff or its representatives;
- c. to waive the duty of confidentiality, of all doctors consulted before and after becoming insured, with respect to the insurer and its medical advisor and to the medical advisor of MANPOWER SA;
- d. to authorise MANPOWER SA's insurance company to receive personal data concerning him/her from other social or private insurers;
- e. to do everything possible to carry out professional activities enabling him/her to use his/her remaining capacity for work.

The general and special insurance terms, which constitute an integral part of the contract of employment, are solely authoritative in determining entitlement to benefits. The general insurance terms are available from MANPOWER SA and shall be provided to the employee upon request.

As a rule, entitlement to benefits will be recognised after 2 days off work, provided that the employee supplies a valid medical certificate. In the event of repeated absences, or if the allowance needs to be paid without delay, a medical certificate may be required from the first day of absence. Once an employment contract has been terminated, the employee must provide a medical certificate for any absence, whatever the duration.

All medical certificates must reach MANPOWER SA within no more than five days of the beginning of the unfitness.

In the event that the notification of absence and/or an initial medical certificate are submitted late, for reasons attributable to the employee, his/her unfitness for work will be taken into account only from the moment when the insurance company is informed of the claim, and no benefits will be payable for the period prior to this. Any unjustified delay on the part of the employee in sending in medical certificates, or in making efforts to determine the nature and cause of the illness or accident, will entitle the insurer to delay, reduce or refuse payment of benefits.

In the event of special circumstances, such as the employee's conduct, the circumstances giving rise to the alleged unfitness for work (for example, repeated absences, production of certificates issued by locums or doctors known for their leniency, presentation of contradictory certificates, certificates stating only the employee's complaints or drafted after the start of symptoms, etc.) or suspicions as to the timing of the employee's unfitness for work (e.g. absences on Mondays or Fridays, a spouse or partner's day off, immediately before or after the holidays, etc.), the employer is entitled, at its own expense, to have the existence and degree of unfitness for work verified by a doctor acting in an advisory capacity to the company. Refusal on the part of the employee to submit to a check of this kind will constitute an admission that the certificate produced is not genuine.

When the employer requires a medical examination of this kind, it will simply ask the expert to confirm or invalidate the fact of the employee's unfitness for work, clarifying the health or accident-related origin of such unfitness. The employer's advisory doctor is bound by professional secrecy. If the employee's claim to be unfit for work proves to be false, the employer will claim back the overpayment and refuse to pay any future benefits. Where an employee's claim to be unfit for work proves to be false, this shall constitute a sufficient reason for dismissing him/her with immediate effect, as provided for under Article 337 CO.

The employer shall take out insurance against the risk of loss of earnings due to incapacity for work (illness or accident) with the aim that it shall no longer bear this risk and no longer be required to pay the salary itself to the employee.

It shall be exclusively for the employee to furnish proof of his/her incapacity to work, and he/she shall bear the consequences of the failure to furnish the relative proof. The insurer shall ascertain the employee's degree of incapacity to work on the basis of the information available to it.

If the employee does not dispute the insurer's decision regarding his/her allowance, the employer shall abide by its conclusions inasmuch as it is not theirs to carry out medical investigations in order to confirm whether the employee is unable to work. Should the employee wish to dispute a decision by the insurer, he/she must exercise his/her right of action directly against the insurer.

The employer does not recognise the validity of medical certificates issued by a doctor who has not assessed the employee. Specifically, medical certificates issued by Medgate will not be recognised.

All medical certificates must, at the employer's request, contain in particular the following information regarding unfitness for work:

- the date on which the medical certificate was issued;
- the stamp of the doctor or hospital;
- the date of the next visit to a doctor;
- its health or accident-related origin;
- when it began and its estimated or specified end;
- the degree of unfitness, specifying for part-time employees whether the degree is indicated with respect to a full-time occupation or to his/her degree of activity.

In the event of partial unfitness, the medical certificate must also indicate as a minimum:

- the tasks which cannot be performed as a result of the illness/accident
- the effect of the employee's unfitness in terms of the hours he/she is able to work.

In the event of a partial return to work, the medical certificate must also indicate as a minimum:

- the risk of infection.

Benefits will be limited to the maximum wages set by the legislator or authority, or by regulation.

MANPOWER SA may request that insurance benefits be paid directly to the employee.

The duration defined by the Bern scale is:

<b>Uninterrupted duration of employment</b>	<b>Duration of wage entitlement</b>
During the 1 <sup>st</sup> year	3 weeks
During the 2 <sup>nd</sup> year	1 month
During the 3 <sup>rd</sup> and 4 <sup>th</sup> years	2 months
From the 5 <sup>th</sup> to the end of the 9 <sup>th</sup> year	3 months
From the 10 <sup>th</sup> to the end of the 14 <sup>th</sup> year	4 months
From the 15 <sup>th</sup> to the end of the 19 <sup>th</sup> year	5 months
From the 20 <sup>th</sup> to the end of the 24 <sup>th</sup> year	6 months

And so on.

### **30 – Employee due diligence and reservations**

The employer ensures that the employee takes note in particular of the benefits insurance scope, the insurance body responsible for payment of the benefits, and of premiums, reservations, the excluded or unusual risks, the duration of benefits in case of employment contract termination, the options to be insured individually under the employer's collective insurance schemes on termination of contract, etc.

To this end, the employer shall make available to the employee the general insurance conditions and provide them to him/her upon request.

In case of the employee's negligence or misconduct resulting in restrictions or withdrawal of benefits, the employer who has properly informed and insured the employee is released from all payments.

It shall be the duty of the employee to request in a timely manner the coverage of unusual risks and to request the corresponding premium.

The general insurance terms form an integral part of the framework employment contract.

### **31 – Loss-of-earnings insurance in the event of sickness**

#### **General provisions**

The daily allowance is calculated in proportion to the degree of unfitness for work. A degree of unfitness of less than 25% does not entitle the employee to any benefit.

Medical care, drugs and the costs of hospitalisation are not insured by the employer.

Should the employer require it, the employee must complete an insurer's medical questionnaire. The employee must complete this aforesaid medical questionnaire and to address it to MANPOWER SA's insurer. In application of the Federal Act on Data Protection (FADP), the employer is not entitled to be informed of the medical questionnaire completed by the employee. However, within the framework of his general duty of care to the employee, the employer may assist any employee specifically requesting it to complete the aforesaid questionnaire.

### **Employer's duty to inform**

The employee is insured for the benefits mentioned in the insurance policy against the economic consequences of illness.

In case of long-term incapacity to work, acceptable activity in another profession or another area of responsibility is also taken into account to determine the entitlement to benefits.

The insurance benefits may be reduced (eg if the illness is only partially the cause of the work incapacity, in case of culpable breach of behaviour standards such as to influence the awareness or evolution of the illness, etc.), or refused (breach of standards of behaviour imposed by the insurer, non-observance of doctor's orders, benefits for the period preceding the late announcement by the employee of the benefits case, benefits resulting from crimes and offences committed intentionally by the employee, etc.).

If the employee is not able to work in the agreed role but he/she has a residual work capacity, he/she must do everything possible to carry on an occupational activity likely to allow him/her to use this residual work capacity; indeed, where a change of activity may reasonably be required of the insured who is incapable to work, the insurer reserves the right to withhold or reduce the daily allowance after that the insured has been informed within a reasonable timescale.

The employee is hereby formally informed that the insurer may impose a retroactive limitation when he subsequently learns that the insured suffers from an illness and that he/she has culpably said nothing about that at the time of his/her admission. The behaviour of the insured or the candidate regarding the admission is blameworthy to the extent that he/she does not indicate, at the insurer's request, an existing or previous illness, or a tendency to relapse, that he/she knew or should have known. The limitation subsequently issued takes effect retroactively at the moment of the insurance admission, or at the time of the category change in the insurance.

The general insurance terms determine the insurance limitations.

### **Employees subject to the collective agreement for temporary employment**

The maximum duration of insurance benefits is 720 days per case within a period of 900 days if the insured is mandatorily subject to the Occupational Insurance Scheme (OIS) at the beginning of the work incapacity.

The maximum duration of insurance benefits is limited to 60 days if the insured is not mandatorily subject to the Occupational Insurance Scheme (OIS) at the beginning of the work incapacity.

In the event of a pre-existing illness, the maximum duration of insurance benefits shall be limited in accordance with the following scale:

#### **Uninterrupted duration of assignment    Maximum duration of insurance benefits**

up to 6 months	28 calendar days
up to 9 months	42 calendar days
up to 12 months	2 months
up to 5 years	4 months

### **Employees not subject to the collective agreement for temporary employment**

Within a period of 360 days, the maximum duration of the insurance benefits corresponds to:

- 60 days during the first 3 months of an uninterrupted assignment
- 120 days between the 4<sup>th</sup> and the 6<sup>th</sup> month of an uninterrupted assignment
- 180 days after the 7<sup>th</sup> month of an uninterrupted assignment

In the event of a pre-existing illness, the maximum duration of insurance benefits shall be limited to 30 days in total.

### **Territorial scope**

Insurance cover and the right to benefits shall be suspended if the insured, normally resident in Switzerland or in the areas bordering Switzerland, having fallen ill or suffered an accident within his/her territory of residence, leaves the territory without the prior written consent of the insurer. The suspension also applies to those who, although normally resident in Switzerland or in the areas bordering Switzerland, having fallen ill or suffered an accident outside the said territory, fail to return to it as soon as their health condition permits them to be repatriated, or who then leave it again without the prior written consent of the insurer.

### **32 – Accident insurance**

Employees who work an average of at least eight hours a week are insured against non-work-related accidents.

The cover provides benefits of 80% of average daily earnings from the third day following an accident. SUVA decides at its sole discretion whether or not to pay this benefit, and the daily amount.

If the insurance benefits are not paid until a waiting period has elapsed, the employer must pay 4/5 of the employee's wages during this period in accordance with the legal provisions in force.

SUVA's benefits are subrogated to the mandatory payment of wages in accordance with art. 324a and 324b CO. MANPOWER SA will pay the contributions in respect of work-related accidents, the employee those in respect of non-work-related accidents.

### **Insurance limitations**

Insurance benefits may be reduced or withdrawn in case of extraordinary danger or of reckless behaviour on the part of the employee.

### **33 – Occupational insurance scheme (OIS)**

The following employees must be insured:

- Any employee who has a child support obligation: required from the 1<sup>st</sup> day
- Other employees: optionally required from the 1<sup>st</sup> day
- Any employee who is party to an open-ended contract or a contract concluded for a period of 3 months and more: required from the 1<sup>st</sup> day
- Any employee with a fixed-term contract for a period of less than 3 months: there is no obligation to be insured, but it is an option (according to the wishes of the employee)
- In case of extension of an existing contract for more than 3 months: required as soon as the employee has knowledge of it
- From the 14<sup>th</sup> week of work: always required

For all benefits that are defined by the employee's duration of assignment with MANPOWER SA, periods of employment completed in a period of 12 months are combined.

All other insurance terms such as the minimum wage or age must also be satisfied.

A handbook on occupational insurance rules is given to the employee; it is an integral part of this present framework contract.

### **34 – Maternity and Paternity**

A female employee shall be entitled to maternity pay in accordance with Articles 16b et seq of the Swiss Loss of Earnings Compensation Act (LECA), provided that she has been mandatorily insured under the Swiss Old-Age and Survivors' Insurance Act (OASIA) for 9 months prior to the birth, and that during this period she has been gainfully employed for 5 months and is still an employee at the time of birth.

Entitlement to maternity pay shall take effect at the time of birth. The mother may benefit from a maximum of 14 weeks' leave paid at 80% of the average income for the work carried out prior to birth. Maternity pay shall be paid in the form of daily allowances (maximum 98 daily allowances). If the mother returns to gainful activity during this

period, the right shall expire prematurely. In Geneva, the mother shall receive a maximum of 16 weeks' leave paid at 80% and maternity pay shall be paid in daily allowances (maximum 112 daily allowances).

Subject to the obligation to pay benefits in accordance with the Bern scale referred to in this present document, if the insurer reduces its benefits or withdraws them entirely, the employer shall be released from its obligations to the same extent.

In Geneva, if a child is placed with potential adoptive parents with a view to his/her adoption, the benefits shall be paid to the future adoptive parents if, at the time of placement, the child is younger than 8 years of age, the child is not the child of the spouse, the person insured has been provisionally authorised to adopt and the parent requesting his/her placement actually stops working for the duration of adoption leave. Either of the adoptive parents shall be entitled to a maximum of 16 weeks' leave paid at 80% of the average income for the work carried out prior to adoption.

The entitlement to this allowance expires prematurely if the mother resumes work during the maternity leave.

The federal loss-of-earnings insurance does not grant any allowance in case of absence because of pregnancy.

In the event that the newly born child is admitted to hospital for an extended period, the mother may request that payment of the benefit be deferred until the child returns home.

Should this occur, the employee shall submit a request to the compensation fund of the employer along with a medical certificate attesting that the newly born child must remain in hospital for at least three weeks immediately after birth. The deferral of the right shall take effect on the day of birth. The employee shall provide the employer with a copy of her request.

The employer shall not be required to pay the benefits for the duration of the deferral of maternity leave.

The decision of the competent body shall be final, which shall decide according to law whether to award the benefit and on the amount of the benefits to be paid.

Fathers are entitled to paternity leave in accordance with the legal provisions applicable from 1 January 2021.

### **35 – Family allowances**

The legally valid proof of entitlement to receive child or family allowances (family record book/form E 411) has to be produced by the employee at the beginning of the employment relationship or at the time on which the entitlement arises. If any proof is produced late, the allowances are paid at the earliest in the following period of wage. The family allowance fund will decide at its sole discretion on the amount, if any, of benefits to be paid together with the employees' wages, in accordance with the legal provisions in force. This requirement to pay family allowances in conjunction with wages does not apply where such allowances are paid by the fund directly to the employee.

Any change to personal, financial or professional circumstances liable to affect the right to allowances and/or the amount thereof must be reported immediately to the employer and to the family allowance fund. This rule shall also apply if the change has the effect of altering the priority beneficiary.

This shall apply in particular to:

- the birth or death of a child;
- the departure of a child for overseas;
- the start, interruption or completion of professional training for the child;
- separation, divorce or any other change relating to parental responsibility;
- the start of gainful employment by the other parent, the transfer of the other parent's place of work to another canton or a change to the place of residence of the child;
- for persons not in gainful employment, a change in income circumstances or the start of entitlement to family allowances associated with gainful employment.

The receipt of benefits without entitlement and the failure to comply with the duty to disclose are punishable under criminal law.

According to the Family Allowances Act (LAFam), allowances amount to a minimum of CHF 200 per complete calendar month for children up to the age of 16 (child allowance), and CHF 250 per calendar month for young people aged 16 to 25 in education or training (education/training allowance). Only one allowance is payable in respect of any one child. Individual cantons may provide higher allowances.

Pursuant to Article 7(1) LAFam, if more than one person is entitled under federal or cantonal legislation to exercise a right to family allowances for the same child, the right to the benefits shall be recognised in accordance with the following order of priority:

- a. to the person carrying on gainful employment;
- b. to the person with parental responsibility or who held it before the child reached the age of majority;
- c. to the person with whom the child lives for most of the time or lived before reaching the age of majority;
- d. to the person to whom the family allowances regime of the canton of residence of the child applies;
- e. to the person with the highest income for AVS purposes from gainful employment;
- f. to the person with the highest income for AVS purposes from gainful self-employment.

Pursuant to Article 7(2) LAFam, if the family allowances of the first and second entitled persons are governed by the legislation of two different cantons, the second person shall be entitled to payment of the difference if the minimum legal rate is higher in his/her canton than in the other.

### **36 – Insurance for employees leaving their employment**

#### **a. Loss-of-earnings insurance in the event of sickness**

When an employee ceases to be an insured person, or when his/her employment contract is terminated or suspended, he/she may transfer, without a further medical examination, to the individual insurance scheme of the body managing MANPOWER SA's collective loss-of-earnings insurance scheme. The days of sickness covered by the collective insurance scheme will be credited to his/her period of entitlement to benefits under the individual scheme.

The employee will be granted a non-extendable period of 90 days (which will be permanently lost if not made use of) from the end of the employment relationship in which to conclude an individual insurance contract with his/her employer's collective insurer covering loss of earnings in case of sickness.

#### **b. Accident insurance**

If an employment contract is terminated, or if the employee's working hours are reduced to fewer than eight hours a week, the employee will be granted a non-extendable period of 31 days (which will be permanently lost if not made use of) after the end of the employment relationship in which to transfer to the individual scheme and conclude an insurance agreement with SUVA. A brochure entitled "*la SUVA – votre partenaire*" (SUVA – your partner) is available from MANPOWER SA.

The employee must inform his/her sickness insurance provider if he/she wants to add cover, if appropriate, for the costs of medical care and drugs in the event of a non-work-related accident to his/her existing sickness insurance cover.

#### **c. Approaching insurance providers**

In any case, MANPOWER SA will provide the employee with any additional information he/she requests and, at his/her express request, will support him/her in his/her approaches to collective insurers with a view to transferring to their individual schemes.



## **V. EMPLOYEE'S OBLIGATIONS**

### **37 – Performance of work**

In agreeing to perform an assignment, the employee undertakes to follow the instructions of the client company with which he/she is placed. He/she is obliged to begin work on time, to respect the hours of work and to perform the work assigned to him/her conscientiously and in accordance with best professional practice. He/she submits to the rules and practices of the client company employing him/her. He/she must treat the equipment, installations and tools put at his/her disposal by MANPOWER SA's client company with all due care.

### **38 – Duty to inform and increase in employee's duties**

Subject to force majeure such as an accident, the employee who has to interrupt their work or is not able to do his work must immediately inform MANPOWER SA and the client company, by phone or any other appropriate means.

The employee must immediately inform MANPOWER SA of each end of assignment, of each employment duration or working hours change, as well as of any fact that has or may have an impact on the employment relationship.

### **39 – Accident prevention, health and safety**

As part of his/her duty to cooperate in matters of accident prevention and health and safety, the employee must inform Manpower SA if he/she has not been informed and adequately instructed regarding the risks to which he/she is exposed in doing his/her work, and regarding the client company's requirements. He/she must comply with the company's precautionary and/or protective measures, and use the equipment provided to protect his/her own health and that of other employees; to this end, he/she must respect the rules in force.

The employee must inform MANPOWER SA without delay if the client company asks him/her to contravene the accident prevention and safety rules.

### **39a – Trade union membership**

If requested by the employer, the employee must inform the former as to whether he/she is a member of a trade union that has signed the collective bargaining agreement for temporary work and/or a collective bargaining agreement applicable to the sector of operation of the company with which he/she has been placed if:

- the information is essential to perform the employment contract;
- the question is asked after the employment contract has been concluded.

### **40 – Duty to be loyal and to exercise discretion**

If so required in order to uphold the legitimate interests of the employer and/or the client company, the employee shall refrain from disclosing any confidential information, including in particular personal, production or business secrets of which he/she may have knowledge during the course of his/her work.

The employee undertakes to refrain from disclosing to his/her employer, its clients, their staff or any third party any matter regarding the business:

- a. of the employer;
- b. of client companies.

The duty to be loyal and to exercise discretion is absolute.

Inasmuch as safeguarding the legitimate interests of the employer or of the company with which the employee is placed demands it, the employee is formally informed of the fact that this obligation will continue to apply indefinitely after the employment relationship has ended.

The employer's interest in maintaining a secret shall be assumed to be legitimate, including after conclusion of the employment relationship.

The employee shall exercise all due care in the use of the equipment, installations, machines and tools placed at his/her disposal to accomplish his/her work.

#### **41 – Checks/controls**

The employee agrees to be subject to the proportionate and objectively justified controls, such as a CCTV system, checking of his/her personal effects, e-mails, websites visited, etc., which are put in place for employees of the client company. In all cases, such checks may be performed by an employee of MANPOWER SA or the client company, or by a private security company.

#### **42 – Dress code**

The employee must dress appropriately. MANPOWER SA and the client company may, depending on the type of work involved, require or ban the wearing of particular kinds of clothing.

#### **43 – Private motor vehicle**

The employee's mode of travel between his/her home and place of work or meeting point (private motor vehicle, public transport) is for him/her alone to determine, and he/she assumes the related risk.

#### **44 – Work-related travel**

Where client company vehicles are available they must be used as a matter of priority for travel purposes.

Where no client company vehicle is available, the employee agrees to use his/her own private vehicle for work-related travel and, where applicable, take other persons with him/her where he/she is required to do so for work-related reasons.

In this case, it is necessary to obtain the prior express formal agreement of MANPOWER SA. The employee shall be required to take out at his/her own cost unlimited third party liability insurance for the vehicle. He/she shall be entitled to an allowance as specified in the appendix to this framework contract and the assignment contract, or in the applicable CBA. The employer's obligations under Article 327b (1) and (2) CO and all claims of the employee against the employer as a result of the usage of the vehicle shall be deemed to have been compensated by payment of the kilometre allowance agreed upon between the parties; the employee may not bring any claim for damage caused during work-related trips, including in particular due to the lack of fully-comprehensive private insurance.

In the event that the employee must perform his/her work at a location different from his/her ordinary place of work, or start from a location other than his/her ordinary meeting place, if the ordinary duration of the journey is extended, only the period of time in excess of the ordinary journey shall be regarded as working time. Daily work-related travel time is remunerated by the basic individual wage. The basic individual wage is the agreed contractual wage, without supplementary payment or allowance.

When travel costs are reimbursed, the employee will be compensated for additional travel costs only. When travel time is paid, the employee will be entitled to receive basic wage for additional travel time only.

#### **45 – Obligation to account for and return items/monies received**

The employee must account to his/her employer for anything he/she receives for him/herself in the performance of his/her contractual activity, in particular sums of money, and must immediately return to the employer anything he/she has received.

#### **46 – Salary statement, timesheets**

##### **General rules**

Whatever the method by which the timesheet is produced, the employee shall verify its accuracy immediately.

The employee must check the salary statement as soon as he/she receives it or is able to find out about it, but at the latest by the end of the calendar month following the month paid. In absence of any request for correction within this period, the salary statement shall be deemed to be correct.

A timesheet must be submitted for each day's work, irrespective of the number of hours worked. One day's work is a period of uninterrupted activity (subject to the usual and legal rest breaks) even if it runs over two calendar days (e.g. work running from 10 p.m.

on Thursday until 8 a.m. on Friday). Timesheets must be sent to the employer every week.

The employee formally undertakes to declare on the timesheet only those working hours which have actually been carried out for the client company and with its agreement.

If supplements are payable, they must not be converted into hours (e.g. 1 hour of night work giving rise to a 25% supplement is not shown as 1 hour 25), but must be indicated expressly (e.g. 1 hour at night at 25%).

### **Timesheets on paper**

Where the timesheet is in paper form, the wages shall be paid on condition that the employee returns the document duly signed by the client company and by him/herself.

### **Timesheets based on a clocking-in system**

Where the client company uses a clocking-in system, this shall replace the timesheet.

### **Electronic timesheets**

Where the company in which the employee is placed so requests, the timesheet may be submitted electronically.

If the employee has a personal email address, he/she will communicate this to the employer so that it can be used to grant access to the computer system and so that he/she can access timesheets him/her-self electronically. Once the employee has validated his/her entry, the computer system automatically transmits the timesheet to be checked by the company with which the employee is placed. The employee has access to electronic timesheets at all times.

If the employee does not have a personal email address, or if the procedure in place requires that the report be entered by the client company, the latter shall proceed with data entry. The employee may, at all times, consult the timesheet electronically at the agency which placed him/her and obtain, from the agency, a paper printout.

### **47 – Taxation at source**

If the employee is subject to taxation at source and contests the tax deduction, he has the option, until the end of March of the calendar year following the one in which the tax payment deadline falls, to ask the taxation authority for a decision about the existence and extent of the liability to taxation. If MANPOWER SA made insufficient deductions or none, the taxation authority obliges the employee to pay the tax which has not been deducted. The right of MANPOWER SA to take action against the taxpayer is reserved.

### **48 – Directives and instructions**

MANPOWER SA and the client company may issue general directives and instructions regarding the employee's performance of work and his/her conduct.

### **49 – Qualifications, diplomas and experience**

Where, by application of an applicable CBA, the employee's wage may have to be fixed contingent upon specific qualifications and/or diplomas which determine the professional category to which he/she should be assigned. If he/she does not submit them to the employer prior to the commencement of work, the employer shall regard the employee as not holding such qualifications and/or diplomas and he/she shall be remunerated based, on the one hand, on the post actually occupied and, on the other, on the professional category corresponding to that of an employee who does not hold these qualifications and/or diplomas.

The assignment contract shall determine the professional category into which the employee should be placed.

Any employee subject to the CBA TW shall be deemed to have received:

- training, if he/she holds a Federal Certificate of Proficiency (FCP) for the sector or has successfully completed initial professional training of at least three years that is suited to the work to be carried out;
- training, if he/she holds a Federal Certificate of Vocational Training (FCVT) and has at least three years of professional experience in relation to the activity to be carried out;

- practical training, if he/she is able to demonstrate at least four years of professional experience in the activity to be carried out for which professional training is available. The employee must have worked in this area for at least 1,000 hours per calendar year. The minimum wage for a person with practical training shall amount to 90% of the minimum wage of employees who have completed professional training pursuant to Article 20 CBA for hire of services.

The employee is formally notified that he/she may not under any circumstances claim any increase in wage with immediate or retroactive effect, or any compensation.

If after signature of the assignment contract and/or the start of work the employee submits to the employer the diplomas and/or qualifications which allow him/her to be assigned to a higher professional category which is better remunerated, he/she accepts that the employer will cancel the assignment contract because the wage which he/she could claim does not correspond to the assignment accepted.

If the employer is able to offer the employee a new assignment with another client company or a modification of the present assignment contract, allowing him/her to be placed in the professional category which corresponds to the qualifications and/or diplomas presented, it shall proceed in accordance with the regulations relating to amendment of the employment contract. It shall place the employee in the new professional category by no later than the end of the notice period and adjust the wage accordingly.

Where, under an applicable collective bargaining agreement, the employee's salary must be determined on the basis of experience, the regulations referred to above are applicable by analogy.

#### **49a – Material terms of the employment contract**

Certain elements (relating in particular to certificates, diplomas, qualifications, work and/or residence permits, driving licences, etc...) shall be deemed to be material to the conclusion and/or performance of the employment contract if they relate to an express condition imposed by the client company, and thus form an element without which the employment contract could not have been concluded. If a material term is not complied with at the start of employment or during the term of the contract, this shall justify dismissal with immediate effect pursuant to Article 337 CO. The said breach may also constitute grounds for termination or entail the failure to fulfil a condition precedent, which shall have the same effect as the immediate termination of the employment contract for cause.

For example:

- the revocation of the driving licence of an employee who is mandatorily required to hold such a licence for the purposes of the assignment;
- the failure to present a valid certificate attesting nursing training for an employee who is required to be able to carry out acts only permitted to holders of a nursing certificate, etc.

shall be deemed to constitute serious misconduct justifying immediate termination of the employment contract pursuant to Article 337 CO or a resolute condition or the failure to fulfil a condition precedent.

#### **50 – Liability**

The employee is personally liable to MANPOWER SA and the client company/the client, within the limits of art. 321e, al. 2 CO, for any damages caused with intent and by negligence. The same applies to the results of non-compliance with the employment contract, the framework temporary employment contract and every other provision governing the relationship between the parties.

## **VI. MISCELLANEOUS PROVISIONS**

#### **51 – Data protection**

The employee authorises MANPOWER SA to perform all necessary procedures relating to its job placement activity, in particular:

- a. to forward his/her data and the data contained in his/her application file and/or obtained from an interview with a personnel consultant to other agencies or commercial partners;
- b. to ask for references and opinions about him/her from his/her previous employers;
- c. to process information concerning him/her on its computer system;
- d. to provide information concerning him/her to potential employers;
- e. to keep his/her file (CV, copy of AVS card, copy of residence permit for foreign nationals, etc.) after the working relationship has ended.

These permissions are revocable at any time in writing.

#### **52 – Continuing professional development**

The rules concerning subsidized professional training are available on the official site: [www.temptraining.ch](http://www.temptraining.ch).

#### **53 – Constitutional rights**

The exercise of constitutional rights, such as freedom of belief, freedom of association, the exercise of political rights, and freedom of expression, is guaranteed. The exercise of these rights must not, however, disrupt the employee's work or violate any obligations arising from the employment contract.

#### **54 – Workplace bullying**

An employee who is the victim of bullying must make plain that he/she does not accept the other person's attitude.

An employee who is the victim of bullying is entitled to advice and assistance from his/her employer, who must take all necessary measures. A conciliation procedure will be organised by MANPOWER SA as quickly as possible and with the utmost discretion.

An employee who is the victim of bullying must immediately inform his/her personnel consultant, the agency director or a member of the management team.

Acts of harassment will not be tolerated by MANPOWER SA in any circumstances. Any employees found responsible for acts of harassment will be punished in proportion to the offence. Punishments will range from a warning, in minor cases, to dismissal with immediate effect for serious offences as defined in Article 337 CO.

#### **55 – Jurisdiction and governing law**

Jurisdiction will be exercised in accordance with Article 34 of the Federal Law on Civil Jurisdiction.

Swiss law alone applies to the relationship between the parties.

#### **56– Rescission**

This framework temporary employment contract rescinds and replaces all previous provisions not compatible with it.

#### **57 – Effective date**

This framework contract comes into effect on 1 October 2014.