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REGULATIONS

of the

Association for Bipartite Enforcement,

Continuing Training and the Social Fund

for Staff Leasing

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REGULATIONS OF THE ASSOCIATION FOR BIPARTITE ENFORCEMENT, CONTINUING TRAINING AND THE SOCIAL FUND FOR STAFF LEASING

In accordance with the Articles of Association of the Association for Bipartite Enforcement, Continuing Training and the Social Fund for Staff Leasing (Paritätischer Vollzug, Weiterbildung und Sozialfonds für den Personalverleih) (“PVP”) of 5 July 2012, the General Assembly issued the following Regulations on the same day:

FIRST PART: ORGANISATION OF THE OFFICES FOR ENFORCEMENT, CONTINUING TRAINING AND THE SOCIAL FUND

Art. 1 Transfer of management responsibility

[1] Securing enforcement tasks and promoting occupational health and safety protection are the tasks of the "Enforcement Office" at the headquarters of the UNIA trade union. The services provided by the “Enforcement Office" are charged to the profit and loss account of the Enforcement Fund in return for compensation, with the exception of occupational health and safety services, which are charged to the Social Fund.

[2] The "Continuing Training Office" at swissstaffing headquarters is responsible for promoting continuing training. The latter also determines the allocation of financial resources, in particular to the eligible training organisations and institutions. The services provided by the "Continuing Training Office" are charged to the profit and loss account of the Continuing Training Fund in return for compensation.

[3] The Social Fund for improving the social structuring of the collective daily sickness benefit insurance of the social partners is the task of the "Social Fund Office" at the headquarters of the swissstaffing Pension Fund. The services of the "Social Fund Office" are charged to the profit and loss account of the Social Fund in return for compensation.

Art. 2 Enforcement Office

The "Enforcement Office" is run by the UNIA trade union.

- It ensures the implementation of the CBA on Staff Leasing in cooperation with the contracting parties, in particular conducting checks on compliance with the CBA on Staff Leasing. It delegates the tasks relating to the priority provisions of existing CBAs to the corresponding bipartite commissions of the sectors.
- It ensures the collection of contributions from employers, employees and all staff leasing companies that are not swissstaffing members (Arts. 23 and 25 of the Association's Articles of Association). The General Assembly of the Association issues implementing regulations for Arts. 23 and 25 of the Articles of Association and for Arts. 10-12 of these Regulations.
- It ensures reimbursements to the contracting parties of the CBA on Staff Leasing.
- It records the outsiders.
- It carries out investigations into allegations.
- It prepares the annual report for the attention of the Swiss Secretariat for Economic Affairs (seco), enclosing the Enforcement monitoring report.
- It ensures the maintenance and further development of the joint tempdata database in cooperation with the Board.
- It ensures the maintenance and further development of the tempcontrol website in cooperation with the Board.
- In cooperation with the contracting partners of the CBA on Staff Leasing, it provides legal information to members and outsiders on the CBA on Staff Leasing, on contracts declared generally applicable and on contracts under Annex 1.
- It is responsible for measures to prevent accidents and promote health.
- It keeps accounts of its activities as part of the budget approved by the General Assembly.
- It reports to the Board on an ongoing basis and to the General Assembly on an annual basis on all activities of the Enforcement Office, presenting the accounts and the budget.
- It supports the Board and the General Assembly in their work and deals with all administrative work relating to the Enforcement Office.
- It settles the attendance fees and expenses of the bodies and committees.
- It is responsible for the payment of the lump-sum compensation of the contracting parties to the CBA on Staff Leasing under Art. 27 of the Articles of Association.
- It requests the Board to carry out and delegate further tasks where it considers this to be reasonable within its area of competence.

Art. 3 Continuing Training Office

The "Continuing Training Office" is run by swissstaffing.

- It is responsible for the promotion of continuing education and training and the dissemination of the continuing training provision.
- It is responsible for issuing the Continuing Training vouchers.
- It endeavours to make use of the continuing vocational training opportunities offered by the

various sectors. It may enter into contracts and invest in shareholdings for this purpose. At the same time, however, private providers' provision should also be open to employees who, at the request of an existing educational institution, have been found worthy of support by the Board.

- It gives priority to promoting training courses offered by the contracting partners of the CBA on Staff Leasing.
- It makes proposals to the Board for deciding on the further education institutions and provisions recognised by the Fund.
- It supports the Board and the General Assembly in their work and deals with all administrative work relating to the Continuing Training Office.
- It ensures the maintenance and further development of the temptraining website in cooperation with the Board.
- It keeps accounts of its activities as part of the budget approved by the General Assembly.
- It reports to the Board on an ongoing basis and to the General Assembly on an annual basis on all activities of the Continuing Training Office, presenting the accounts and the budget.
- It reports its attendance fees and committee expenses to the Enforcement Office.
- In justified exceptional cases, it may issue provisions that supplement and/or amend Art. 18 ff. of these Regulations, which must be approved by the Continuing Training Office of the Board Committee.

Art. 4 Social Fund Office

- The "Social Fund Office" is run by an institution appointed by the Board.
- It is responsible for implementing and running the CBA-compliant daily sickness benefit insurance (industry solution daily sickness benefit).
- It is responsible for the advisor-broker services of the Social Fund Office.
- It represents the interests of the PVP in the "Joint Commission Sector Solution Staff Leasing".
- It examines the subsidy claims of health insurance companies.
- It periodically ensures the payment of premium subsidies to the health insurance companies.
- On the basis of the data supplied by the insurance companies, it periodically draws up the evaluations required for monitoring the progress of the sector daily sickness benefit solution.
- It supports the Board and the General Assembly in their work and deals with all administrative work relating to the Social Fund Office.
- It keeps accounts of its activities as part of the budget approved by the General Assembly.
- It reports to the Board on an ongoing basis and to the General Assembly on an annual basis on all activities of the Social Fund Office, presenting the accounts and the budget.
- It ensures the maintenance and further development of the tempcare website in cooperation with the Board.
- It reports its attendance fees and committee expenses to the Enforcement Office.

SECOND PART: ACCOUNTING

Art. 5 Funding

After deduction of the lump sums paid to the social partners and the general CBA costs, 40% of the income of the PVP will be used for funding under Enforcement, 25% under Continuing Training and 25% under Social Fund.

1st SECTION: DECLARATION AND TAXATION

Art. 6 Payroll reporting

Within the scope of their respective collection responsibilities (Art. 12), the "Enforcement Office" and "swisstempcomp", collect the payroll reports of the affiliated staff leasing companies.

The "Enforcement Office" and "swisstempcomp" coordinate the collection of the payroll report and the collection and exchange the necessary data with each other.

Art. 7 Taxation

As part of its respective responsibility for collection (Art. 12), the "Execution Office" or "swisstempcomp" is entitled to carry out collection on the basis of an assessment (taxation) in the absence of a wage declaration. With the assessment, a turnover fee of CHF 100 is levied.

2ND SECTION: INVOICING

Art. 8 Type of invoicing

The invoicing for the contributions under Art. 25 of the Association's Articles of Association is conducted as part of their respective collection responsibility (Art. 12) by the "Enforcement Office" or swisstempcomp.

Art. 9 Calculating contributions

Calculating the contributions is carried out in accordance with the contribution rates set out in Art. 25 of the Articles of Association.

Art. 10 Partial invoices

[1] Partial amounts can be invoiced to the subordinated enterprises; this can be done in arrears on the basis of a self-declaration or on the basis of the presumed annual wage total reported or taxed in the previous year.

[2] If a company joins the CBA during the course of a calendar year, its financial obligations are invoiced pro rata temporis.

Art. 11 Annual accounts

A total account is drawn up on the basis of the reported or taxed wage total. The definitive final statement of account is made annually in the form of a statement of differences.

Art. 12 Collecting contributions

[1] Contributions are collected on the basis of the AHV (pension insurance) payroll.

[2] The swisstempcomp compensation fund and the Enforcement Office are collection agencies under Art. 25 of the Articles of Association.
The collection of the contribution rates under Art. 25 of the Articles of Association is carried out by the compensation fund swisstempcomp for all companies that are swissstaffing members. The swisstempcomp regulations will be adapted and approved accordingly.
The collection of the contributions of all other companies is carried out by the “Enforcement Office".

[3] Claims shall be enforced in accordance with the provisions of the Federal Act on Debt Collection and Bankruptcy (DEBA). With the second reminder, an administrative fee of CHF 100 and interest on arrears from the 30th day of the delivery of the contribution invoice will be charged.

[4] In the case of annual accounts due to late notification of wage totals as well as additional audit charges and subsequent invoices, interest on arrears will be charged from 1 February of the following year of the calendar year for which the wage totals are due with the invoice.

THIRD PART: BENEFITS

1. SECTION: STATUTORY BENEFITS

Art. 13 Reimbursement to members of the contracting parties

[1] The members of the contracting parties who are subject to the CBA on Staff Leasing receive reimbursement not exceeding 80% of the Association fee.

[2] The right to reimbursement does not arise until the necessary supporting documents have been submitted. The reimbursement must be claimed within three years of the end of the calendar year in which the enforcement cost contributions were paid. If the claim is not made within this period, it will permanently expire.

Art. 14 Lump-sum payment of the enforcement costs of the collective labour agreement and for reimbursements

The lump-sum payment of the enforcement costs of the collective labour agreement and for the reimbursement of the contracting parties under Art. 13 of the Regulations will be determined annually by the General Assembly.

Art. 15 Grants to the regional enforcement commissions

In order to fulfil the enforcement tasks at regional level, the enforcement commissions receive an annual grant under Art. 28 of the Association's Articles of Association, which is determined by the Schweizerische Paritätische Berufskommission Personalverleih (Swiss Joint Vocational Committee for Staff Leasing) (SPKP). The regional enforcement commissions are accountable and responsible to the Board. The use of the funds is laid down in the guidelines on the tasks of the regional enforcement commissions.

2. SECTION: OTHER BENEFITS

Art. 16 Assumption of direct costs in connection with the CBA on Staff Leasing

The PVP bears the direct costs for the negotiation, printing and dispatch of the CBA on Staff Leasing, the related annual salary agreements and their declaration of general application and other direct costs to be decided by the Board in connection with this contract.

Art. 17 Funding of the joint enforcement bodies of the sectors for the CBA declared generally applicable and the CBA in accordance with the list in Annex 1

[1] Under Art. 3(2)(a) and Art. 28(1) of the Association's Articles of Association, the PVP shall assume the expenses arising from the activities of the joint enforcement bodies appointed for this purpose in the collective employment agreements.

[2] The benefit concepts are based on the enforcement contributions of the corresponding sectoral collective employment agreements and are passed on to the corresponding joint enforcement organisations.

Art. 18 Promoting continuing training

[1] In order to promote continuing training of the leased employees, the Continuing Training Office provides these continuing training services.

[2]An employee leased out by a staff leasing agency is entitled to continuing training benefits of max. CHF 5,000 or to career advice or a status assessment of max. CHF 1,000.- if:

- the course to be funded has a clear relationship with the current or intended professional activity; she/he must provide proof of this,

- she/he has worked for at least 88 hours with a staff leasing business within twelve months and for which she/he and the staff leasing business have paid the CSA staff leasing professional contribution,
- she/he has submitted the documents required by Art. 19 paragraphs 2 and 3 within twelve months of the end of the course,
- if the following offers are not involved
  - exclusively in-house continuing training courses
  - courses that promote well-being or personal development (exception: career advice or status assessment)
  - driving licence (basic training Cat. B) highway code and other theoretical courses until the 21st birthday
  - driving licence (basic training Cat. B) driving lesson hours
  - leisure courses
  - conventions and conferences
  - courses offered by foreign providers not domiciled in Switzerland
  - courses abroad (except SBV courses in Spain and Portugal)
  - individual and private lessons for face-to-face and online courses
- no other state or other institution is funding the course in question (principle of subordination)
- the necessary funds are available at the time when the application is submitted.

3 Continuing training benefits are paid out for courses offered by educational institutions listed in the Training Register or for career advice or status assessment pursuant to the Career Register which has been approved by the Board. The applicant must have completed at least 80% of the course time. Absences because of illness or accident are excluded from this rule.

4 A continuing training benefit will cover the costs referred to in paragraphs 1-3 of this Article to the following extent:

- Course fees are: advisory fees, registration fees, school fees, teaching materials up to CHF 100.- per course and examination fees
- Flat-rate expense allowance of CHF 15.- per course day for food, CHF 30.- per course day for mobility (or CHF 50.- if the course is held more than 100 km from the home address) and CHF 100.- per course day for accommodation for courses lasting for several days, subject to an overall maximum of CHF 300.- within a rolling 12 months period.
- Loss of earnings compensation in the form of:
  - flat-rate half-day allowance of CHF 125.- for a course lasting between 3 and 4,99 hours,
  - flat-rate daily allowance of CHF 250.- for a course lasting more than 5 hours

  provided that a maximum of five course days per week fall on weekdays between Monday and Saturday, are held between 7 am and 7 pm and last for at least three hours per day of the continuing training course and that an effective loss of earnings occurs because of course attendance and that these are not online or distance courses or a matter of career or status assessment. SBV courses in Spain and Portugal are an exception.

5 An entitlement to benefits under paragraph 2 of this provision begins with 88 working hours and the continuing training amount per hour is set at CHF 5.68. The maximum entitlement is as follows:

- for course costs: CHF 800.- per course day and a maximum of CHF 5,000.- within 12 months

- for career or status assessment: a maximum of CHF 1,000.- within 12 months
- for loss of earnings compensation: a maximum of CHF 2,250.- per calendar year
- for language courses, maximum CHF 30.- per lesson (up to 1 hour) and maximum CHF 5,000.- within 12 months

Continuing training with course costs of more than CHF 800.- may, by way of exception and after a reasoned application to the continuing training office, be published in the Training Register. However, there is no entitlement to such publication.

The SPKP can define maximum costs for each category (course group) based on the published Training Register.

Calculation of the entitlement to benefits for course costs or career advice or status assessment and loss of earnings is determined by the submission date on the one hand and the hours involved during the past 12 months on the other. See graphic illustration of the budget at www.temptraining.ch

6 The scope of the continuing training benefit is determined once per course and applicant.

7 Full-time education at upper secondary level and tertiary level is conditionally supported if the applicant can prove relevant professional experience of at least 3 years.

8 Loss of earnings compensation will be paid if the applicant has accident insurance and receives no income from an unemployment fund, a DI office or other social services.

9 The application may be made within 12 months before or after the beginning of the course and must be submitted via the online portal. On request to the Continuing Training Office, the application may be made on the form provided, signed and sent by post or e-mail.

10 The application may be submitted by the applicant himself/herself, by his/her staff leasing business or by his/her employee social partner association.

11 Requests for modification made via the Internet portal will be accepted until the time when payment is processed, provided that the conditions for entitlement to the benefit are met. If continuing training is cancelled or deferred by the training establishment this change must be reported immediately by the applicant via the Internet portal in order to maintain the entitlement to benefit.

12 The Continuing Training Office does not pay any advance funding.

Art. 19 Processing of applications for continuing training and type of benefits

1 Applications are processed by the Continuing Training Office. Appeals may be made to the Appeals Commission.

[2] The continuing training benefit pursuant to Art. 18 of these regulations will be paid on presentation of proof of attendance at the continuing training course concerned, proof of the course costs paid by the applicant, a copy of the invoice, supporting documents for expenses and, if applicable, evidence of loss of earnings. The application for payment must be made via the online portal. On request to the Continuing Training Office, the application for payment may be made on the form provided, signed and sent by post or e-mail.

[3] If the staff leasing business provides the applicant in advance with the amount for the continuing training approved by the Continuing Training Office in accordance with Art. 18 of these Regulations, the staff leasing business is entitled to payment of the approved amount. The staff leasing business is not entitled to compensation for administrative expenses.

Art. 20 Decision-making authority and disbursement

[1] The Continuing Training Office decides on benefits up to a maximum of CHF 7,250.-

[2] Benefit payments of more than CHF 7,250.- per application deadline, excluding expenses, are the exclusive responsibility of the Board.

[3] The decisions of the Business Office under paragraph 1 or of the Board under paragraph 2 may be appealed to the Appeals Commission within 30 days of the date of the decision.

[4] Continuing training contributions are paid by the Continuing Training Office. The continuing training benefits are paid exclusively to the accounts of the beneficiaries indicated on the request for payment of the continuing training benefit. The continuing training benefits are payable only in Swiss francs.

[5] In the case of pilot projects, continuing training benefits may be approved by the Board by derogation from the usual conditions set out in Art. 18 to 20 of these Regulations.

Art. 21 Promotion of occupational safety

[1] The Board decides an overall annual amount and flat-rate sums for the payment of occupational safety courses to promote occupational safety and for preventive occupational safety and health protection.

[2] Occupational safety courses are already possible from the 1st day of work, provided that a work contract has been signed and that practical training is given by face-to-face tuition (no purely online courses). For payment to be made, a wage slip showing not less than 88 proven hours of work performed by the employee within 6 months before the start of the course or 6 months after the start of the course must be presented.

[3] The application must be made via the online portal.

[4] The overview of benefits for occupational safety courses is set out once a year by the Board in a notice that becomes an integral part of these Regulations.

Art. 21bis Recognition of training institutions or inclusion in the Training Register

1 The following criteria must be met in order to be included or to remain in the Training Register:

- The proposal must be put out to public tender and accessible to the public.
- The course provider must be based in Switzerland and the courses must take place in Switzerland (with the exception of SBV courses in Spain and Portugal).
- The training institution must have a quality management system with one of the following Swiss certifications: eduQua, Q2E, EFQM, ISO 29991 ff; alternatively, recognition by the relevant Swiss branch federation will also be accepted. In the area of occupational safety, the Continuing Training Office follows SUVA recommendations.
- The training institution must commit to taking part in an annual self-assessment. The format is stipulated by temptraining. Successful completion of the self-assessment within the time limit set by temptraining is a condition for remaining listed in the Training Register.
- temptraining may conduct customer surveys and take random samples.
- The training institution has concluded a written agreement with temptraining. Among other things, this regulates the flow of information, cooperation and publicity.

Training institutes of the social partners are excluded.

2 Recognition ceases or does not arise if one of the parties terminates the agreement, one of the conditions set out in paragraph 1 ceases to apply or proof that the conditions have been met has not been provided.

3 If the needs in a category (course group) according to the published Training Register are covered, a new inclusion can be declined by the Continuing Training Office by derogation from paragraph 1.

Art. 21ter Career advice or status assessment and inclusion in the register

1 The following criteria must be satisfied for entry or continuing inclusion in the career register:

- The sequence of the advice, costs and terms and conditions must be published and accessible.
- The provider must have his registered office in Switzerland and the career advice or status assessment must take place in Switzerland.
- The provider or owner must satisfy the following conditions:
    - All vocational, study and career advisers must provide evidence of professional training recognized by the Federal authorities (Professional Training Act, Art. 50).[1]
    - Cantonal vocational, study and career advisers do not have to provide evidence.
- The provider must agree to take part in an annual self-assessment, the format of which will be stipulated by temptraining. Successful completion of the self-assessment within the time limit set by temptraining is a condition for continued listing in the career register.
- temptraining may conduct customer surveys and take random samples.

[1] https://www.sbfi.admin.ch/sbfi/de/home/bildung/berufsbildungssteuerung-und--politik/berufs---studien--und-laufbahnberaterinnen-und--berater.html

- A provider who has achieved turnover of more than CHF 100,000.- within one year of inclusion in the career advisers' register must sign a written agreement with the Continuing Training Office at the latter's request. That agreement will stipulate profit sharing, special terms and conditions with a discount for turnover, the flow of information and notification.

[2] The recognition expires or is not granted if a party gives notice to terminate the agreement, if any of the conditions set out in paragraph 1 are no longer satisfied or in the event of failure to provide evidence that the conditions have been satisfied.

Art. 21quater Term of validity

[1] The new Regulations apply to all applications submitted to the Continuing Training Office after these Regulations have come into force.
Any hours of work done in the last 12 months before these Regulations have come into force shall be included in the new rolling system and taken into account for the purpose of calculation of the entitlement to benefits pursuant to Art. 18, paragraphs 1-5.

[2] Applications submitted to the Continuing Training Office prior to the entry into force of the Regulations shall be governed by the old legal provisions.

[3] The date of transmission via the online portal, the postmark or the date on which the e-mail was sent determine the time at which the application was submitted.

Art. 22 Payments to the Social Fund to support the collective daily sickness benefit insurance of the social partners of the staff leasing company

[1] To support the collective daily sickness benefit insurance of the social partners, the PVP shall make annual financial contributions to the collective daily sickness benefit insurance of the social partners in the staff leasing sector.

[2] The "Social Fund Office" keeps account of this and is responsible to the Board.

Art. 23 Other employee benefits

The General Assembly of the Association may decide on other benefits of a social nature.

FOURTH PART: COMPENSATION FOR MEMBERS OF THE SPKP AND THE BRANCH OFFICES

Art. 24 Annual compensation

[1] The members of the Association shall receive the following annual remuneration as compensation for general expenses, secretarial expenses and as remuneration for preparatory work for SPKP meetings and of the Enforcement, Continuing Training and Social Fund Offices, depending on their functions:
- The President: CHF 10,000.00
- The Vice President: CHF 8,000.00
- The members: CHF 5,000.00
- Allowances for chairpersons of the Continuing Training and Social Fund Offices: CHF 3,000.00

[2] In the event of entering or leaving the Association in the course of a calendar year, or commencing or resigning from a specified function, the annual compensation will be reduced pro rata temporis.

Art. 25 Attendance fees

For the day of the SPKP meetings or of the Execution, Continuing Training and Social Fund Offices as well as for each working day for the fulfilment of special tasks on behalf of the Association, its President or one of the chairpersons of the Execution, Continuing Training and Social Fund Offices, each member of the Association attending will receive an attendance fee of CHF 600.00 per day.

Art. 26 Reimbursement of expenses for travel, meals and overnight accommodation

[1] For travel to the meetings of the Association and its groups, members are entitled to the price of a 1st class railway ticket and, where necessary, the post bus.

[2] The meal is reimbursed at CHF 50.00 per main meal and CHF 60.00 per day of travel.
Travel days are the day before a meeting day for members of the Association who are unable to reach the meeting by public transport departing after 7am on the day of the meeting.
The day after a meeting day for those Association members who cannot get home by public transport before 10pm on the meeting day.

[3] The overnight accommodation allowance is CHF 200.00. It is intended for each night between two consecutive meeting days or between meeting day and travel day. It does not apply to members of the Association who live at the place of the meeting.

Art. 27 Common provisions

If a member of the Association attends several meetings on the same day which are entitled to compensation under these Regulations, the attendance fee and the reimbursement of expenses is paid only once.

Art. 28 Disbursement

The claims for compensation of the Association members are determined by the Enforcement Office secretariat. Compensation is paid semi-annually. If a member of the Association does not agree with the compensation paid out, he/she must report this to the Enforcement Office secretariat. In the event of differences of opinion, the President of the Board shall make the final decision.

FIFTH PART: ADMINISTRATIVE PROVISIONS

1st SECTION: MONITORING

Art. 29 Employer monitoring

[1] The SPKP or RPKP are entitled to carry out all necessary checks in the affiliated companies with regard to compliance with the provisions of the CBA on Staff Leasing, the obligation to pay contributions and entitlement to benefits.

[2] Monitoring the employment conditions in areas with a CBA declared generally applicable and a CBA in accordance with the list in Annex 1 to the CBA on Staff Leasing is delegated to the responsible joint bodies of the sectors on the basis of Art. 3(2)(a) of the Articles of Association. Delegating the monitoring also delegates the authority to impose penalties for non-compliance.

[3] The remaining monitoring tasks are delegated to the regional enforcement commissions on the basis of Art. 10(2) of the Association's Articles of Association. Delegating the monitoring also delegates the authority to impose penalties for non-compliance.

[4] In the case of supra-regional staff leasing companies with central administration of the leasing activity, the monitoring may be ordered directly by the Swiss Joint Vocational Committee for Staff Leasing (SPKP).

Art. 30 Monitoring the regional enforcement commissions

[1] The “Enforcement Office" of the PVP is entitled, by order of the Board, to carry out all necessary monitoring of the regional enforcement commissions with regard to compliance with the guidelines and the use of the allocated funds.

[2] The Board will annually determine the compensation to the regional enforcement commissions on the basis of the budgets submitted by the regional enforcement commissions.

[3] The activity reports of the regional enforcement commissions will be examined by the SPKP from a technical point of view and by the Finance Commission from a financial point of view.

Art. 31 Contractual penalties

[1] Contractual penalties may be imposed both by the SPKP and by the Regional Joint Vocational Commissions for Staff Leasing (RPKP). Contractual penalties for monetary and non-monetary infringements are to be imposed unless the infringements are minor within the meaning of Art. 20(2) RecA (Federal Recruitment Act). Misconduct under Art. 20(2) RecA and Art. 37 CBA on Staff Leasing is not minor if:

a. the proportion of monetary misconduct in the target payroll amount is at least 2%, or
b. regardless of the 2% limit, one of the following monetary misconducts is present several times:

KTG (daily sickness benefit) premium share too high
No/false settlement of enforcement and continuing training contributions

and/or

c. one of the following examples of non-monetary misconduct has occurred more than once:

Use of premium surpluses non-compliant with the CBA (profit participation)
Lack of BVG (pension) insurance
Insufficient BVG (pension) insurance (wrong time)
Lack of KTG insurance
Insufficient or incorrect KTG insurance (wrong time, wrong duration of benefits)
Non-compliance with the period of notice
regular late payment of wages

The thresholds according to letters a., b. and c. must be considered separately, i.e. exceeding the respective threshold leads to a corresponding contractual penalty.

[1bis] The contractual penalty for monetary infringements is calculated in accordance with the contractual penalty calculator in Annex 1(1) and for non-monetary value infringements in accordance with Annex 1(2) of these Regulations.

1[ter] The RPKP may deviate from the result of the contractual penalty calculator in justified exceptional cases. The justification must be stated in the decision.

[2] Contractual penalties based on monitoring under Art. 29(2) of these Regulations are to be imposed by the joint bodies of the relevant industries, but may be delegated by them to the enforcement bodies of the CBA on Staff Leasing by power of attorney.

[3] At the request of the Enforcement Office, the SPKP may make minor changes and additions to the contractual penalty calculator in accordance with Annex 1, in particular with regard to the determination of mitigating and aggravating factors, and submit them to the General Assembly for approval.

[4] If the company to be monitored unduly delays or refuses to hand over the information and documents necessary for the monitoring to the supervisory bodies (refusal to comply), the RPKP may, after warning of this, impose a contractual penalty of a maximum of CHF 5,000, or CHF 50,000 in the event of complete refusal. If the contractual penalty is imposed for material infringements, the refusal to comply

is no longer taken into account as aggravating because of the existence of serious non-monetary misconduct.

[5] In the event of delay or refusal of the monitored company to provide written proof of the compensation payments under Art. 38(3) CBA on Staff Leasing, the RPKP may, after appropriate warning, impose a contractual penalty in the amount of the outstanding compensation payments at the time of the imposition of the same, up to a maximum of CHF 5,000. This penalty will be imposed in addition to any contractual penalty for material infringements.

Art. 31bis Monitoring costs

[1] The imposition of monitoring costs is governed by Annex 2 of these Regulations.

[2] In the event of failure to comply for up to 1% of the controlled TARGET payroll, no monitoring costs can be imposed. In the event of failure to comply for 1%-2% of the monitored TARGET payroll, the monitoring costs for placements in businesses (Art. 37 CBA on Staff Leasing) are imposed as follows:

- Active cooperation (in accordance with Annex 2(3)): 0%
- Passive cooperation (in accordance with Annex 2(3)): 50%

[3] The monitoring costs imposed must not exceed the sum of the established and sanctioned failures to comply.

Art. 31ter Temporal scope

[1] Art. 31 and Art. 31bis as well as Annexes 1 and 2 of these Regulations apply until 30 June 2024. They will be automatically extended by one year, unless one or more of the social partners objects by 30 April each year.

[2] These provisions apply to decisions of the SPKP and the RPKP taken after the entry into force of these Regulations.

2nd SECTION: LEGAL REMEDIES

Art. 32 Appeal

[1] Appeals will be dealt with and decided by the Appeals Commission in accordance with Arts. 19 and 20 of the Articles of Association.

[2] Decisions of the Board and the Enforcement, Continuing Training and Social Fund Offices as well as resolutions of the RPKPs may be appealed to the Appeals Commission within 30 days of their opening.

[3] The appeal must be submitted in writing and must contain an application and a statement of grounds. Any evidence must be enclosed.

[4] The decision of the Appeals Commission is final.

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3rd SECTION: SPECIAL PROVISIONS

Art. 33 Time-barring

[1] Corrections to the declared or estimated payroll may be claimed no later than up to five years after the end of the calendar year relating to the payroll.

[2] Payments received or not received in sufficient amounts may be claimed for a maximum of two years after the occurrence of the event.

Art. 34 Incorrect information

If payments are obtained by giving false information, they are to be paid back. In addition, criminal prosecution remains reserved.

4th SECTION: ENTRY INTO FORCE

Art. 35 Entry into force

The Regulations enter into force with the declaration of general application of the CBA on Staff Leasing.
The amendment of the Regulations was approved by the General Assembly on 12 March 2014, 25 June 2014, 29 October 2014, 20 November 2014, 18 June 2015, 23 June 2016, 18 January 2017, 21 June 2017, 09 December 2019, 07 December 2020, 16 December 2021, 05 December 2022, 12 December 2023, 10 June 2024 and 04 December 2024.

Bern, 01.01.2025

B. [signature] M. Fischer-Rosinger

Bruno Schmucki	Myra Fischer-Rosinger
President of the Board	Vice President of the Board

The authentic text is the German version of the Regulations

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Annex 1

Contractual penalty calculator

Starting point

This contractual penalty calculator was approved at the meeting of the SPKP on 23 June 2016 for the attention of the General Assembly and last revised by the General Assembly on 04.12.2024; it is valid until 31 December 2027. Since experience is the only way to assess whether the calculator delivers the desired results, these should be monitored and evaluated on an ongoing basis and the definitive calculator then put into operation; tempcontrol shall report periodically to the SPKP Committee.

1. Operating principle of the calculator for monetary infringements

1.1 Monetary non-compliance under Art. 31(1)(a)

If the percentage of monetary non-compliance in the target payroll amounts to at least 2%, the infringements are not minor within the meaning of Art. 20(2) RecA and a contractual penalty must be imposed.

This is calculated as follows:

a. If the percentage of monetary non-compliance in the target payroll amounts to at least 2% and less than 3%: The basic contractual penalty corresponds to half the amount of the monetary non-compliance and can be increased or decreased with the offences influencing the punishment (aggravating or mitigating factors) (see point 3 below).
b. If the proportion of monetary non-compliance in the target payroll amounts to at least 3%: The basic contractual penalty corresponds to the amount of the monetary non-compliance and can be increased or decreased with the offences influencing the punishment (aggravating or mitigating factors) (see point 3 below).

Example for (a):

Actual payroll	1,000,000	
Target payroll	1,025,000	
Non-compliances.	25,000	
Percentage share:	2.44%	
Basic contractual penalty:	**12,500**	(half of 25,000)

Example for (b):

Actual payroll	500,000
Target payroll	520,000
Non-compliances.	20,000
Percentage share:	3.85%
Basic contractual penalty:	**20,000**

1.2 Systematic non-compliance under Art. 31 (1)(b)

If one of the following examples of monetary non-compliance under Art. 31(1) of these Regulations has occurred more than once:

KTG (daily sickness benefit) premium share too high
No/false settlement of enforcement and continuing training contributions

these are not minor infringements within the meaning of Art. 20(2) RecA and a contractual penalty must be imposed.

This is calculated as follows: The basic contractual penalty corresponds to the amount of all monetary non-compliance and can be increased or decreased with the offences influencing the punishment (aggravating or mitigating factors) (see point 3 below).

Example:

Actual payroll	500,000
Target payroll	520,000
Non-compliances.	20,000
Percentage share:	3.85%
Basic contractual penalty:	**20,000**

2. Operating principle of the calculator for non-monetary infringements in accordance with Art. 31(1)(c)

If one of the following examples of non-monetary non-compliance under Art. 31(1) of these Regulations occurs more than once:

Use of premium surpluses non-compliant with the CBA (profit participation)
Lack of BVG (pension) insurance
Insufficient BVG (pension) insurance (wrong time)
Lack of KTG (daily sickness benefit) insurance
Insufficient or incorrect KTG (daily sickness benefit) insurance (wrong time, wrong duration of benefits)
Non-compliance with the period of notice
Regular late payment of wages

they are not minor infringements within the meaning of Art. 20(2) RecA and Art. 37 CBA on Staff Leasing and so a contractual penalty must be imposed.

This is calculated as follows for non-monetary non-compliance: Sum of the employees affected multiplied by the lump sum amount per relevant instance of non-compliance:

Non-monetary non-compliance lump sum per employee affected	Number of employees affected	Amount per employee affected
Lack of BVG (pension) insurance		500
Insufficient BVG (pension) insurance (wrong time)		300
Lack of KTG (daily sickness benefit) insurance		500
Insufficient or incorrect KTG (daily sickness benefit) insurance (wrong time, wrong duration of benefits)		300
Non-compliance with the period of notice		200
Late payment of wages		100
13 million paid too late		100
Holiday credit not retained		100
Non-disclosure of holiday credit on payroll accounting		100
Wage class not listed on placement contract		100
Exceeding the probationary period		200
Violation of ban on hiring moonlighters and strike breakers		5,000
Use of premium surpluses non-compliant with the CBA (profit participation)	Amount of surplus not used in accordance with the CBA	50%

3. Grounds for aggravation and mitigation of punishment

The basic contractual penalties under points 1.1, 1.2 and 2 are cumulated and can be increased or reduced with the following offences which have an influence on the penalty (factors aggravating or mitigating the penalty).

Reparation:

in full 0.75, partly 1.2-(0.45*percentage of reparation), none 1.2

The degree of reparation (complete, partial, none) is calculated on the basis of the proportion of the total amount of non-monetary non-compliance paid in arrears and proven of the total amount of non-compliance as decided by the RPKP.

Example:

Findings: Monitoring report	CHF	30,000.00
Undisputed, are paid in arrears and proven.	CHF	15,000.00
Within the scope of the hearing	CHF	15,000.00
Amount of the disputed sum recognised by the RPKP	CHF	12,000.00
Amount of the disputed sum not recognised by the RPKP	CHF	3,000.00
Amount of non-compliance according to RPKP resolution	CHF	18,000.00

Reparation equals 83.3% "partial" ➔ factor: 1.2 - (0.45*0.833) = 0.83

Fault:

minor 0.8, minor-medium 0.9, medium 1.0, medium-serious 1.2, serious 1.5

The degree of fault (minor, minor-medium, medium, medium-serious, serious) is calculated on the basis of the percentage of monetary non-compliance in the monitored payroll:

Fault	Level of contractual penalty (for non/monetary non-compliance) in % of monitored payroll
minor:	0-2.75%
minor-medium	2.76-3.5%
medium	3.6-4.25%
medium-serious	4.26-5%
serious	>5%

Repetition:

1st repetition 1.0, 2nd repetition 1.5, 3rd repetition 2.2, 4th repetition 3.1

A repetition exists if the monitored staff leasing company again infringes at least 50% of the same articles of the CBA that it has already infringed during the last monitoring check.

Example:

Reparation	partial	0.95
Fault	minor-medium	0.9
Repetition	1st repetition	1.0
0.95*0.9*1.0=		0.86
Interim result 1 20,000*0.86=		**17,200**

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Example 1

1. Monetary non-compliances	
Actual payroll	500,000
Target payroll	520,000
Non-compliances.	20,000
Percentage share:	3.85%
Basic contractual penalty Monetary non-compliances:	**20,000**

2. Non-monetary non-compliance lump sum per employee affected	Number of employees affected	Amount per employee affected	Total
Lack of BVG (pension) insurance	10	500	5,000
Insufficient BVG (pension) insurance (wrong time)		300	
Lack of KTG (daily sickness benefit) insurance	5	500	2,500
Insufficient or incorrect KTG (daily sickness benefit) insurance (wrong time, wrong duration of benefits)		300	
Non-compliance with the period of notice		200	
Late payment of wages		100	
Late payment of the 13th monthly wage	6	100	600
Holiday credit not retained		100	
Non-disclosure of holiday credit on payroll accounting		100	
Wage class not listed on placement contract		100	
Exceeding the probationary period		200	
Violation of ban on hiring moonlighters and strike breakers		5,000	
Basic contractual penalty non-monetary non-compliances			**8,100**

Basic conventional penalty for non-monetary and monetary non-compliances (20,000+8,100): 28,100

3. Grounds for aggravation/mitigation of punishment:

- no reparation		28,100*1.4	39,340
Fault	medium	39,340*1	39,340
Repetition	2nd	39,340*1.5	59,010

4. Total contractual penalty (hypothetical) **59,010**
Total contractual penalty (actual: max. penalty is CHF 50,000) **50,000**

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Example 2

1. Monetary non-compliances

Actual payroll	614,948
Target payroll	626,626
Non-compliances.	11,678
Percentage share:	1,86%
Basic contractual penalty	
Monetary non-compliances:	**0.00 (lower than 2%)**

2. Non-monetary non-compliance lump sum per employee affected	Number of employees affected	Amount per employee affected	Total
Lack of BVG (pension) insurance	5	500	2,500
Insufficient BVG (pension) insurance (wrong time)		300	
Lack of KTG (daily sickness benefit) insurance		500	
Insufficient or incorrect KTG (daily sickness benefit) insurance (wrong time, wrong duration of benefits)		300	
Non-compliance with the period of notice		200	
Late payment of wages		100	
Late payment of the 13th monthly wage		100	
Holiday credit not retained		100	
Non-disclosure of holiday credit on payroll accounting		100	
Wage class not listed on placement contract	6	100	600
Exceeding the probationary period		200	
Violation of ban on hiring moonlighters and strike breakers		5,000	
Basic contractual penalty non-monetary non-compliances			**3,100**

Basic contractual penalty for non-monetary and monetary non-compliances (0.00 + 3,100): 3,100

3. Grounds for aggravation/mitigation of punishment:

- partial reparation		3,100*1.1	3,416
- Fault	minor	3,100*0.8	2,480
- Repetition	1st repetition	3,100*1	3,100

4. Total contractual penalty **2,728**

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Example 3

1. Monetary non-compliances	
Actual payroll	1,000,000
Target payroll	1,025,000
Non-compliances.	25,000
Percentage share:	2.44%
Basic contractual penalty non-monetary non-compliance:	**12,500** (half of 25,000)

2. Non-monetary non-compliance lump sum per employee affected	Number of employees affected	Amount per employee affected	Total
Lack of BVG (pension) insurance	20	500	10,000
Insufficient BVG (pension) insurance (wrong time)		300	
Lack of KTG (daily sickness benefit) insurance	10	500	5,000
Insufficient or incorrect KTG (daily sickness benefit) insurance (wrong time, wrong duration of benefits)		300	
Non-compliance with the period of notice		200	
Late payment of wages		100	
Late payment of the 13th monthly wage		100	
Holiday credit not retained		100	
Non-disclosure of holiday credit on payroll accounting		100	
Wage class not listed on placement contract		100	
Exceeding the probationary period		200	
Violation of ban on hiring moonlighters and strike breakers		5,000	
Basic contractual penalty non-monetary non-compliance:			**15,000**

Basic conventional penalty for non-monetary and monetary non-compliances (12,500+15,000): 27,500

3. Grounds for aggravation/mitigation of punishment:			
- full reparation		27,500*0.8	22,000
- Fault	minor	22,000*0.8	22,000
- Repetition	1st repetition	17,600*1	27,500

4. Total contractual penalty **17,600**

Example 4

1. Monetary non-compliances		
Actual payroll	1,000,000	
Target payroll	1,020,000	
Non-compliances.	20,000	
Percentage share:	1.96%	
Basic contractual penalty non-monetary non-compliance	**0.00**	**(lower than 2%)**

2. Non-monetary non-compliance lump sum per employee affected	Number of employees affected	Amount per employee affected	Total
Lack of BVG (pension) insurance		500	
Insufficient BVG (pension) insurance (wrong time)		300	
Lack of KTG (daily sickness benefit) insurance		500	
Insufficient or incorrect KTG (daily sickness benefit) insurance (wrong time, wrong duration of benefits)		300	
Non-compliance with the period of notice		200	
Late payment of wages		100	
Late payment of the 13th monthly wage		100	
Holiday credit not retained		100	
Non-disclosure of holiday credit on payroll accounting		100	
Wage class not listed on placement contract	20	100	2,000
Exceeding the probationary period		200	
Violation of ban on hiring moonlighters and strike breakers		5,000	
Use of premium surpluses non-compliant with the CBA (profit participation)	5'000	50%	2'500
Basic contractual penalty non-monetary non-compliance:			**4'500**

Basic conventional penalty for non-monetary and monetary non-compliances 4,500

3. Grounds for aggravation/mitigation of punishment:

- full reparation		4,500*0.8	3'600
- Fault	minor	4,500*0.8	3'600
- Repetition	1st repetition	4,500*1	4'500

4. Total contractual penalty **3,900**

Annex 2

Monitoring costs

1. Calculation of monitoring costs

Imposition of the payroll monitoring costs carried out on behalf of the Swiss Joint Vocational Committee for Staff Leasing and its regional commissions on the monitored leasing business

repetition	Fault	Willingness to cooperate	Percentage of monitoring costs charged to the leasing business
1	minor	active	0%
2	minor-medium	active	5%
3	medium	active	15%
4	medium-serious	active	30%
5	serious	active	75%
6	minor	passive	10%
7	minor-medium	passive	20%
8	medium	passive	40%
9	medium-serious	passive	60%
10	serious	passive	100%

2. Determination of fault:

The degree of fault used here must correspond to the one used for the calculation in the contractual penalty calculator.

3. Determination of willingness to cooperate:

Active cooperation:

- The documents requested and necessary for the monitoring were provided on time and in full
- The monitoring went well

Passive cooperation:

- Not all documents were made available
- The monitoring was poor

The following is considered as uncooperative behaviour:

- The documents requested and necessary for the monitoring were only supplied after repeated requests and under threat of legal action.