

It is compulsory for this standard form contract to be used when engaging a private household employee pursuant to the Private Household Employees Ordinance (PHEO) of 6 June 2011<sup>1</sup>. The standard form contract exists in the official languages of Switzerland (German, French and Italian), in English, Spanish and Portuguese.

## **Employment Contract**

between

employer.....

and

employee.....

The private household employee as defined within the PHEO

This contract is governed by Swiss law, and in particular the Private Household Employees Ordinance (PHEO) of 6 June 2011, which prescribes the applicable minimum working conditions and which is based on the Swiss Code of Obligations.

The employer and the employee confirm that they are familiar with the provisions prescribed by the PHEO and the Swiss Code of Obligations. By signing this employment contract both employer and employee undertake to adhere to the terms of the employment contract governed by the PHEO and the Swiss Code of Obligations.

### **Complete the text and tick the appropriate boxes**

#### **1. Function**

The employer engages the employee as a private household employee pursuant to article 2 of the Private Household Employees Ordinance (PHEO).

#### **2. Job description**

The employee's tasks are as follows:

- |  |                                    |                                    |
|--|------------------------------------|------------------------------------|
| <input type="checkbox"/> Housework     | <input type="checkbox"/> Cooking   | <input type="checkbox"/> Laundry   |
| <input type="checkbox"/> Table service | <input type="checkbox"/> Childcare | <input type="checkbox"/> Gardening |

Other tasks: .....

.....

.....

.....

.....

<sup>1</sup> The text of the Ordinance and explanatory notes are available on Internet ([www.dfae.admin.ch/eda/en/home/topics/intorg/un/unge/gepri/manodp.html](http://www.dfae.admin.ch/eda/en/home/topics/intorg/un/unge/gepri/manodp.html)). They can also be obtained from the Protocol of the Federal Department of Foreign Affairs or from the Permanent Mission of Switzerland to the United Nations Office and to the other International Organisations in Geneva.

**3. Duration of contract (Article 32 PHEO)**

- <sup>1</sup> This employment contract is entered into for a **fixed term**.  
<sup>2</sup> The contract is effective from.....(day/month/year), provided that the Federal Department of Foreign Affairs authorises the employee to take on employment and that the latter receives the authorisation to enter Switzerland, respectively, the legitimation card pursuant to PHEO, and will terminate on.....(day/month/year) (expiry date). Once effective, it may be terminated in accordance with Clause 12 of this contract.  
  
<sup>3</sup> If the fixed term contract is extended by tacit agreement it is deemed to continue for an indefinite term.

- <sup>1</sup> This contract is entered into for an **indefinite term**.  
<sup>2</sup> This contract is effective from.....(day/month/year), provided that the Federal Department of Foreign Affairs authorises the employee to take on employment and that the latter receives the authorisation to enter Switzerland, respectively, the legitimation card pursuant to PHEO. Once effective, it may be terminated in accordance with Clause 12 of this contract.

**4. Trial period (Article 33 PHEO)**

- <sup>1</sup> The trial period is for.....(maximum one month) from the commencement of employment.
- <sup>2</sup> When, during the trial period, work is interrupted due to illness, accident or pregnancy, the trial period is extended for the same period as such interruption. Where the contract is for a fixed term the employer's obligations cease at the latest upon the expiry date thereof.

**5. Net monthly salary in money (Article 43 PHEO)**

- <sup>1</sup> The employee shall be paid a net monthly salary in cash of: CHF.....  
.....  
(minimum CHF 1,200.--, one thousand two hundred Swiss francs / specify the amount in Swiss francs, in figures and in words).
- <sup>2</sup> No deductions may be made from this amount.
- <sup>3</sup> The employee shall be paid.....monthly salary payments each year (minimum twelve monthly salary payments; specify the number of monthly salary payments in figures and in words).
- <sup>4</sup> The salary shall be paid:
  - monthly, on.....(specify the date).
  - weekly, on.....(specify the day of the week).

<sup>5</sup>The salary shall be paid in Swiss francs into a Swiss bank or postal account which has been opened in the sole name of the employee.

<sup>6</sup>The employer shall present the employee with a pay slip each month.

## 6. Food (Articles 30 and 44 PHEO)

**The employer will provide the employee with healthy and adequate food** in the form of three daily meals in the morning, at midday and in the evening. The AVS value for food is CHF 645.— per month (*this amount corresponds to that prescribed by Article 11 of the Regulations of 31 October 1947 on Old-age and Survivors. This amount is regularly adjusted by the competent Swiss authorities and the employer must apply the adjustments*). This amount is considered salary in kind and is therefore subject to social security contributions.

**The employer will not be able to provide the employee with healthy and adequate food.** The employee is entitled, in substitution thereof, to the following daily allowances, which are subject to social security contributions (*the amounts set out below correspond to those prescribed by Article 11 of the Regulations of 31 October 1947 on Old-age and Survivors. They are regularly adjusted by the competent Swiss authorities and the employer must apply the adjustments*):

– morning meal	CHF 3.50 per day	CHF 105.-- per month
– midday meal	CHF 10.-- per day	CHF 300.-- per month
– evening meal	CHF 8.-- per day	CHF 240.-- per month
	<hr/>	<hr/>
Total:	CHF 21.50 per day	CHF 645.-- per month

**The employer will not provide the employee with all three of his/her daily meals.** The employer will pay the employee a food allowance as follows, such amounts are subject to social security contributions (refer to amounts specified above for the minimum amount payable per meal):

– morning meal	<input type="checkbox"/> yes <input type="checkbox"/> no	CHF.....per day	CHF.....per month
– midday meal	<input type="checkbox"/> yes <input type="checkbox"/> no	CHF.....per day	CHF.....per month
– evening meal	<input type="checkbox"/> yes <input type="checkbox"/> no	CHF.....per day	CHF.....per month

## 7. Accommodation (Articles 30 and 44 PHEO)

**The employer will provide the employee with his/her individual room within the employer's home.** This provision is considered a benefit in kind constituting a portion of salary and is therefore subject to social security contributions. The AVS value of the room amounts to CHF 345.-- per month (*this amount corresponds to that prescribed by Article 11 of the Regulations of 31 October 1947 on Old-age and Survivors. The amount is regularly adjusted by the competent Swiss authorities and the employer must apply the adjustments*).

**The employer will provide the employee with accommodation in Switzerland which is not within the employer's home.** The employer will pay all costs relating thereto (rent, water, gas, electricity). The monthly amount paid in respect of accommodation is considered a benefit in kind constituting a portion of salary and is therefore subject to social security contributions. The employer will pay all travel costs incurred by the employee when travelling between his/her accommodation and the employer's home.

- <sup>1</sup> **The employee does not accept the accommodation provided by the employer and will find his/her own accommodation in Switzerland.** The employer shall pay the employee an accommodation allowance of CHF .....

which is subject to social security contributions (*specify the amount in Swiss francs in figures and in words, minimum amount CHF 345.-- per month; this amount corresponds to that prescribed by Article 11 of the Regulations of 31 October 1947 on Old-age and Survivors. The amount is regularly adjusted by the competent Swiss authorities and the employer must apply the adjustments*).

<sup>2</sup>The employer shall pay all travel costs incurred by the employee when travelling between his/her accommodation and the employer's home.

<sup>3</sup>The accommodation allowance and reimbursed travel costs are considered as a portion of salary and are therefore subject to social security contributions.

<sup>4</sup>The employer shall provide the employee with appropriate accommodation within the employer's home or elsewhere in Switzerland until the employee has found his/her accommodation.

## **8. Social security insurance and other compulsory insurance**

### **8.1. Swiss social security insurance AVS/AI/APG/AC/AFam (Articles 55, 59 and 61 PHEO)**

- <sup>1</sup> **The employee is not affiliated to a social security insurance scheme in his/her State or the State for which the employer works. Consequently it is compulsory for the employee to be affiliated in Switzerland** for Old-age and Survivors (AVS), disability (AI), compensation for loss of income due to military service or pregnancy (APG), unemployment (AC) and family allowance (AFam).

<sup>2</sup>It is compulsory for the employee to be affiliated to any compulsory insurance scheme required by the social laws of the residential canton of the employer (*this applies particularly in the Canton of Geneva which has its own maternity insurance – Amat*). The employer will pay all contributions (for both employee and employer).

<sup>3</sup>The employer shall take all necessary steps to register the employee with the relevant cantonal AVS compensation fund office for the employer's place of residence. The employer shall pay all contributions (for both employee and employer).

- <sup>1</sup> **The employee may, pursuant to the relevant international law, be affiliated to a social security insurance scheme in his/her State or the State for which the employer works and effectively is affiliated to such social security insurance scheme.**

<sup>2</sup>In order to be exempted from compulsory Swiss insurance the employee must, through his/her employer, present an original foreign insurance certificate recognised by the relevant cantonal AVS compensation fund office for the employer's place of residence. In the event that the cantonal AVS compensation fund office does not accept the insurance certificate or that the insurance certificate is not delivered within the required time limit, then the aforesaid office will automatically register the employee with the Swiss social insurance scheme for AVS/AI/APG/AC/AFam and, where applicable, any other compulsory cantonal insurance scheme.

<sup>3</sup>The employer will pay all contributions (for both employee and employer).

### **8.2. Occupational Pension Scheme (Article 56 PHEO)**

Both the employer and the employee confirm their understanding that, in the case of registration with the Swiss social insurance scheme for AVS/AI/APG/AC/AFam, the relevant cantonal AVS compensation fund office for the employer's place of residence will decide to what extent the employee is obliged to take out occupational pension insurance (LPP). Where necessary the

employer shall register the employee with an occupational pension institution and shall pay all contributions relating thereto (for both employee and employer).

### **8.3. Health Insurance (HIA) (Articles 57 and 60 PHEO)**

- <sup>1</sup> The employee does not have health insurance in another State. Consequently the employee must have Swiss health insurance.** The employer shall ensure that Swiss health insurance is taken out for the employee. The employer shall select the insurance with the agreement of the employee.  
<sup>2</sup>The employer shall pay all premiums and incidental costs, as well as any participation costs of the insured person for services envisaged by Swiss law.
- <sup>1</sup> The employee does have health insurance in the employer's or another State.** In order to be exempted from taking out Swiss health insurance the employee must, through his/her employer, present an original foreign insurance certificate recognised by the relevant cantonal health insurance office for the employer's place of residence. If the cantonal health insurance office does not accept the foreign insurance certificate or if the certificate is not delivered within the required time limit then the cantonal health insurance office automatically registers the employee with a Swiss health insurer.  
<sup>2</sup>In both cases the employer shall pay all premiums and resulting costs, as well as any participation costs of the insured person for services envisaged by the laws of the State in which the employee is registered.

### **8.4. Accident Insurance (LAA) (Articles 58 and 60 PHEO)**

- The employee is not insured against accidents in another State. Consequently it is compulsory for him/her to be insured in Switzerland against occupational and non-occupational accidents and occupational diseases.** The employer shall take all necessary steps to establish such insurance cover with an authorised Swiss insurer and shall pay all premiums relating thereto.
- The employee is insured against occupational and non-occupational accidents and occupational diseases in another State.** The employer must ensure that the foreign insurance cover is equivalent to that provided by Swiss accident insurers; if this is not the case then the employer must take out the necessary insurance with an insurer in Switzerland. The employer shall pay all premiums relating thereto.

### **8.5. Insurance for loss of income due to illness**

- The employer will take out insurance for the employee against loss of salary in the event of illness** (this insurance is optional). The premiums for this insurance are payable by the employer.
- The employer will not take out insurance for the employee against loss of salary due to illness** (this insurance is optional). If the employee is unable to work due to non-occupational illness the employer shall continue to pay the employee's salary for a limited period, in accordance with Swiss law (Article 52 PHEO).

### **9. Other items payable by the employer (Article 44 PHEO)**

The employer shall pay the travel costs of the employee's return journey to his/her home country upon termination of working relations. The employer may be released from this obligation in accordance with Article 44, paragraph 2 (f) of the PHEO.

- The employee has been recruited abroad.** The employer shall pay the travel costs of the employee's initial journey to Switzerland at the commencement of working relations, including any applicable visa costs.

- **The employer requires the employee to wear special clothing.** The employer shall pay the costs of such clothing.
- **The employer and employee agree upon the following supplementary provisions** (*it is recommended to specify here all additional arrangements agreed upon between the employer and the employee which are not covered by the other provisions of the employment contract such as the payment of an end of year bonus, the payment of holiday travel costs, etc.*):

.....

.....

.....

.....

.....

**10. Working hours, leave and rest periods**

**10.1. Work duration and schedule (Article 46 PHEO)**

<sup>1</sup> The employee is engaged on a full-time basis.

<sup>2</sup> The number of working hours per week is.....hours (*maximum 45 hours*).

<sup>3</sup> The employee is not authorised to work for another employer, even if the employer does not give him/her enough work

<sup>4</sup> In principle, the employee will work.....hours per day from.....  
*(specify the day of the week) to.....(specify the day of the week).*

<sup>5</sup> The salary in cash and in kind, as well as the other items payable by the employer pursuant to Clauses 5 to 9 of this contract are payable even if the employer does not give the employee enough work to keep him/her fully occupied.

**10.2. Daily rest periods (Article 46 PHEO)**

The employee is entitled to a rest period of.....(*specify length, minimum half an hour*) each for his/her meals at midday and in the evening as well as an additional rest period of.....(*specify length, minimum one hour*) during the course of the day. These rest periods do not count as working time.

**10.3. Weekly leave (Article 47 PHEO)**

<sup>1</sup> The employee is entitled to.....entire day(s) of leave per week (*specify the number of days in figures and in words, minimum one entire day*), not followed by evening work. This (these) day(s) of leave is (are) in principle.....(*specify the day of the week,*

usually Sunday). The employer may, in agreement with the employee, change the day of weekly leave referred to above.

<sup>2</sup> In addition, the employee is entitled to.....half day(s) of leave during the working week per week (*minimum one half-day*). This(these) half-day(s) is (are) in principle.....(*specify the day of the week*) from..... to..... (*specify the period of the day*).If this half-day is in the morning the employee will recommence work at 1pm at the earliest. If the half-day of leave begins after 1pm then the employee is not required to recommence work in the evening.

<sup>3</sup> It is compulsory that weekly leave be granted every week. It cannot be carried forward to the following week, even with the employee's agreement.

<sup>4</sup> The employer will additionally grant the employee the necessary hours and days of paid leave for the usual reasons, for example, visits to the doctor or the dentist.

#### **10.4. Overtime (Article 48 PHEO)**

<sup>1</sup> The employer and employee will keep in writing a weekly record of hours worked which they will both sign. The employer and employee will each keep a copy of this record.

<sup>2</sup> If the employee is required by the employer to work overtime then the hours worked overtime will, in principle, be compensated for by:

a period of leave of an equivalent period of time or

a period of leave plus.....%. If hours worked overtime are not compensated for by leave then they will be compensated for financially at an increased rate of.....% (*minimum 25%*) above net salary.

<sup>3</sup> Hours worked overtime on Sundays and on public holidays will be compensated for by a period of leave plus.....% (*minimum 50%*). If the hours worked overtime are not compensated for by leave then they will be compensated for financially at an increased rate of.....% (*minimum 50%*) above net salary.

<sup>4</sup> Hours worked overtime between 11pm and 6am will be compensated for by a period of leave plus.....% (*minimum 100%*). If the hours worked overtime are not compensated for by leave then they will be compensated for financially at an increased rate of.....% (*minimum 100%*) above net salary.

### **11. Leave, holidays and public holidays**

#### **11.1. Holidays (Article 50 PHEO)**

<sup>1</sup> The employee is entitled to.....weeks of paid holiday per year.

(The minimum annual compulsory paid holiday entitlement is:

- on or over 20 years of age: four weeks;
- under 20 years of age: five weeks;
- after 20 years of service with the same employer: five weeks;
- on or over 50 years of age and after 5 years of service with the same employer: five weeks).

<sup>2</sup>Time spent accompanying the employer or family members thereof on trips or on their holidays does not count as part of the employee's holiday allocation.

<sup>3</sup>During his/her holidays the employee is entitled to receive his/her salary in cash plus an amount which fairly compensates for his/her salary in kind (accommodation and food). This compensation amount is CHF .....

per day (specify the amount in Swiss francs in figures and in words, for the minimum value please refer to Clause 6 of this contract). The employer must also continue to pay the other items payable in accordance with Clauses 5 to 9 hereof.

**11.2. Public holidays (Article 49 PHEO)**

<sup>1</sup> The employee will be entitled to the usual Swiss legal public holidays. These days are as follows: 1 January, Good Friday, Easter Monday, Ascension, Whit Monday (Pentecost Monday), 1 August, 25 December, 31 December.

<sup>1</sup> The employee will be entitled to.....public holidays (minimum eight days per year).

These days are as follows: .....  
.....

<sup>2</sup> If these days fall on a Sunday or coincide with the weekly day of leave provided for in Clause 10.3 of this contract they do not have to be compensated for by a replacement day of leave.

<sup>3</sup> In the event that the employee is compelled to work on a public holiday then he/she will receive a day's holiday in lieu the following week.

**12. Termination of the employment contract**

**12.1. During a trial period (employment contract of an indefinite or fixed term, Article 33 PHEO)**

<sup>1</sup> Either party may cancel the employment contract in writing giving a **notice period of 7 (seven) days**.

<sup>2</sup> The party giving notice shall provide his/her reasons for doing so if the other party so requests.

<sup>3</sup> Each party shall continue to respect his/her obligations in their entirety until the notice period has expired.

**12.2. Following a trial period**

**12.2.1. Fixed term contract**

<sup>1</sup> The fixed term contract will automatically terminate upon its expiry date.

<sup>2</sup> Following the trial period specified in Clause 4 of this contract a fixed term contract may not be cancelled except where there is just cause for immediate cancellation pursuant to Article 38 of the PHEO. In particular, any circumstance the effect of which, means that the party giving notice of termination cannot, in good faith, be expected to continue working relations, is considered just cause.



<sup>3</sup> If the parties agree that the employee may cease work prematurely, the employer must continue to respect his/her obligations in their entirety up to the expiry date of the contract. The parties may, when they agree a date upon which work will cease, agree in writing an earlier date for the employer's obligations to cease.

### **12.2.2. Indefinite term contract**

<sup>1</sup> Either party may, in writing, cancel an indefinite term (open-ended) employment contract for a month-end giving a notice period of:

- one month during the first year of employment;
- two months from the second year of employment onwards.

<sup>2</sup> Each party must continue to respect their obligations in their entirety until the notice period has ended. If the parties agree that the employee may cease work immediately the employer must continue to fulfil his/her obligations in their entirety until the end of the notice period.

<sup>3</sup> The party giving notice shall provide his/her reasons for doing so if the other party so requests.

### **12.3. Protection from dismissal**

Once a trial period has ended the employer may not cancel the employment contract during:

- a. partial or total incapacity due to illness or an accident for which the employee was not to blame :
  - for 30 days during the first year of employment;
  - for 90 days from the second to fifth year of employment;
  - for 180 days from the sixth year of employment and thereafter;
- b. pregnancy and for 16 weeks following the birth.

### **13. Settlement of disputes**

<sup>1</sup> In accordance with international law, the signature by the employer of this contract does not in any way mean the release of privileges and immunities. If a dispute arises relating to the employment contract the employer and employee must try to reach an amicable solution. They may, for this purpose, resort to any existing dispute settlement entity, such as the *Bureau de l'Amiable compositeur* in Geneva, or put into place dispute settlement measures themselves.

<sup>2</sup> If the dispute cannot be resolved amicably the party who so wishes can bring the dispute before the competent Swiss judiciary authority. It is for the plaintiff to present, where necessary, a request for the employer's immunity from jurisdiction and execution of judgement to be waived through the usual diplomatic channels.

This employment contract is signed in two original copies, by the employer and the employee. One original is for the employer and one original is for the employee.

Employer's signature

Employee's signature

.....

.....

Place and date

Place and date

.....

.....