

## Collective labour agreement

Smood SA

Valid from 1 October 2022

Status as of 17 May 2022



**Smood SA**  
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1228 Plan-les-Quates



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## Table des abréviations

al./para.	Paragraph
art.	Article
CLA	Collective Labour Agreement
CO	Federal Act of 30 March 1911 on the Amendment of the Swiss Civil Code (Part Five: Code of Obligations) (SR 220)
CPI	Consumer Price Index
e.g.	for example
etc.	et cetera
ff / ss	and following
let.	letter
HR	Human resources
IEC	Individual employment contract
IPAM	Health insurance premium index
ISPC	Swiss consumer price index
LAA	Federal law on accident insurance of 20 March 1981, RS 832.20
LabA	Federal Act of 13 March 1964 on labour in industry, trade and commerce (Labour Act)
LECA	Federal Law of 25 September 1952 on allowances for loss of earnings in the event of service and maternity (Act on Allowances for Loss of Earnings), RS 834.1
JC	Joint committee
sct.	Section
SR	Classified Compilation of Federal Legislation
TCS	Touring Club Suisse

## 1. Scope

### 1.1 Scope

<sup>1</sup>This CLA applies on the one hand to the delivery personnel (hereinafter: employees) and on the other hand to Smood SA (hereinafter: the employer) within the framework of an individual employment contract within the meaning of art. 319 ff CO.

<sup>2</sup>The CLA applies directly to all employees who are members of a contracting trade union. For the other employees, the normative provisions of this CLA based on the IEC shall apply.

<sup>3</sup>Minimum wages and mandatory legal provisions are reserved.

### 1.2 Exceptions

Members of the management registered in the Commercial Register and other employees who are not primarily engaged in delivery activities are excluded from the scope of application of the CLA.

## 2. Employment contract (normative) provisions

### 2.1 General

<sup>1</sup>In the absence of regulations in this CLA, the provisions of the CO shall apply.

<sup>2</sup>The employer shall conclude an IEC with the employees covered by the CLA. The latter shall form an integral part of the CLA.

The IEC governs at least the following:

- Start of the employment relationship;
- In case of a temporary employment Relationship: the duration;
- Level of employment if employed on a monthly salary;
- Initial salary;
- Place of employment and
- Title of position.

<sup>3</sup>This CLA shall be made available to the employees once the IEC is concluded. They confirm receipt with the conclusion of the IEC. As a rule, any amendment to this CLA shall automatically lead to a change to the employment relationship, provided that it is an improvement. If it leads to a deterioration of the employment relationship, the amendment shall be made with a notice period of three months. The employer shall inform employees of any amendment to this CLA as early as possible. Employees are entitled to reject an amendment to the CLA in writing within 30 days of receiving notification thereof. If the employees do not make use of this option, this shall be deemed to be approval of the amendment as of the announced date. In the event of a rejection, the employer may exercise his right of termination of the existing contract on the ground of change of employment.

### 2.2 Probation period

The trial period lasts three months. The IEC may provide for a shorter trial period or a waiver thereof.

### 2.3 Temporary employment relationships

<sup>1</sup>The employment relationship is considered to be permanent unless the individual employment contract provides for a fixed term.

<sup>2</sup>If a temporary employment relationship implicitly continues after expiry of the agreed duration, it shall be deemed a permanent employment relationship.

<sup>3</sup> Temporary employment relationships last a maximum of 18 months. If they last longer, they shall be deemed to be permanent.

<sup>4</sup> Temporary individual employment contracts may be extended a maximum of one time, but the maximum duration of 18 months may not be exceeded.

<sup>5</sup> Provided there is no interruption of more than one year, temporary employment relationships are taken account of when calculating the duration of employment.

## **2.4 Expense reimbursement**

<sup>1</sup>The employer shall reimburse the employee for all expenses necessary for performing their work.

<sup>2</sup> If employees use a private vehicle suitable for delivery and in agreement with the employer, the following flat-rate allowances shall apply:

- bicycle: CHF 0.50 per working hour.
- car: according to the average kilometre costs calculated by the TCS, depending on the specific vehicle used (see calculation details in annex).
- other motor vehicles from 50 cubic centimetres: CHF 0.25 per kilometre.

<sup>3</sup> A flat-rate allowance of CHF 0.20 per working hour shall be paid for the use of the private smartphone and its accessories.

<sup>4</sup> A flat-rate allowance of CHF 0.10 per working hour for the employee's equipment and its cleaning.

<sup>5</sup> Subject to prior approval, the employer shall bear any other costs on the basis of actual documented expenses.

## **2.5 Working hours**

### **2.5.1 Weekly working hours**

<sup>1</sup> The normal average weekly working hours for full-time employees comprise 42 hours, which corresponds to 2192 annual working hours.

<sup>2</sup> The maximum working hours (50 hours/week) comply with the Employment Act (EmpA).

<sup>3</sup> Normal working hours are between 7 a.m. and midnight. Unless there are legal exceptions, the employer must respect the rest period of at least 11 hours (art. 15a EmpA).

<sup>4</sup> Articles 2.7.1 and 2.7.2 govern the exceptions and premiums.

### **2.5.2 Recording of working hours**

The employer shall ensure that individual working hours are recorded in a suitable manner by the employees and that time balances are reported appropriately so that compliance with the statutory provisions and the provisions of this CLA can be verified.

### **2.5.3 Breaks**

<sup>1</sup> Work, the organisation of which is determined by the employer, shall be interrupted by breaks of at least:

- 15 minutes if the daily working hours are more than five and a half hours
- 30 minutes if the daily working hours are more than seven hours; and
- 60 minutes if the daily working hours are more than nine hours.

<sup>2</sup> Breaks shall count as working hours if employees are not allowed to leave their place of work.

#### **2.5.4 Overtime and extra hours**

<sup>1</sup> Overtime is defined as hours worked in excess of the contractually agreed working hours up to the statutory maximum working hours (50 hours/week).

<sup>2</sup> Overtime is to be compensated with leisure time of equal duration. The employer shall have the final say if no agreement can be reached concerning the timing of the compensation.

<sup>3</sup> If it is not possible for employees with a monthly salary to have their ordered overtime compensated with leisure time, the overtime is paid with a premium of 25 percent. This shall be reviewed at least every six months.

<sup>4</sup> For employees paid by the hour, overtime is compensated without a premium.

<sup>5</sup> Extra hours are defined as hours worked in excess of the maximum statutory working hours (50 hours/week).

<sup>6</sup> In exceptional cases, in particular in the event of an emergency, an extraordinary workload or to avoid or eliminate operational disruptions, the maximum statutory working hours may be exceeded.

<sup>7</sup> Extra hours can by mutual agreement be compensated with leisure time of equal duration. If no compensation is possible within a reasonable period, the extra hours are paid with a premium of 25 percent.

<sup>8</sup> Overtime and extra work shall in principle only be performed when required for operational reasons.

#### **2.6 Duration of assignment and working time models**

<sup>1</sup> The employer determines the working time model applicable to the employee.

<sup>2</sup> The minimum duration of each assignment is 2 hours. The employer guarantees and undertakes to offer the employee at least 4 hours of work per week, irrespective of the working time model. The employer shall not be obliged to offer the above-mentioned assignment to an employee who does not wish to be obliged to work these hours.

<sup>3</sup> Employees who seriously or repeatedly violate their duties (in particular through unjustified absences, inappropriate behaviour towards customers, business partners or company staff, or through a general lack of diligence or loyalty) shall lose their entitlement to guarantees.

##### **2.6.1 Working hours according to the employer's shift plan**

<sup>1</sup> Employees carry out their work in accordance with the employer's shift plan.

<sup>2</sup> The shift plans are generally known at least 14 days before a scheduled work shift.

<sup>3</sup> The employee may apply for a monthly salary from a degree of employment of at least 70% over a period of 12 months. The employer's decision shall take into account the company's possibilities and shall be final.

##### **2.6.2 "Flexible working time" model**

<sup>1</sup> Employees carry out their work in accordance with a schedule that they draw up themselves when choosing their assignments. The available assignments are generally offered to the employees at the latest fourteen days before they are to be carried out in the framework of a "pick system". The employees themselves determine the number of assignments they wish to take as part of their individual planning. The assignment guarantee is fulfilled as soon as the employer has offered the assignment times.

<sup>2</sup> Employment is paid by the hour.

### **2.6.3 "Guaranteed working time" model**

<sup>1</sup>At locations with a particularly high volume of work (and depending on the company's possibilities), a working time model with guaranteed working hours shall be introduced for employees subject to the working time model described in section 2.6.2.

The working time model with guaranteed working hours can only be applied if all the following conditions are met:

- employment relationship of at least 12 months;
- average occupancy rate of 70% over the last 12 months and
- employee consent to the inclusion.

<sup>2</sup> Employees in the working time model with guaranteed working hours are guaranteed their average workload in the form of work shifts offered in the pick system. To this end, the sum of all guaranteed working hours is offered to the entitled persons exclusively in advance in the pick system. During the lead time, those entitled can pick work shifts up to a maximum of their individually guaranteed working hours. If the employees do not make use of this benefit, the guaranteed working hours for the current planning period shall expire.

<sup>3</sup> After this period, the pick system is opened up to all employees subject to the working time model described in sct. 2.6.2 and the same conditions set out in sct. 2.6.2 apply to all.

<sup>4</sup> The average occupancy rate is recalculated once a quarter on the basis of the last six months. An employee whose average degree of employment is less than 70% is automatically excluded from the working time model with guaranteed working hours. If the 70% threshold is reached again in the next calculation, the respective employee will automatically be reintegrated into the working time model with guaranteed working hours.

<sup>5</sup> At his or her request, the employee may withdraw from the guaranteed working time model at any time. In this case, they shall be reincluded under the conditions set out in para. 1. Employees who seriously or repeatedly violate their duties may be excluded from the working time model with guaranteed working hours (see art. 2.6 para. 3 CLA).

## **2.7 Sundays, public holidays and night work**

### **2.7.1 Work on Sundays and public holidays**

<sup>1</sup> Insofar as it exceeds six Sundays and/or public holidays per calendar year, Sunday work is deemed regular or periodic for the employer.

<sup>2</sup> The employer may only call on the employee to work on Sundays with the employee's consent.

<sup>3</sup> For courier services, regular Sunday work is compensated with a 5 percent wage premium. Temporary work on Sundays will be paid in accordance with the law.

<sup>4</sup> The Swiss National Day is considered equivalent to a Sunday. A maximum of eight other public holidays in the year may be treated as Sundays in accordance with the relevant cantonal rules.

### **2.7.2 Night work**

<sup>1</sup> The employer may only call on employees to work at night (between midnight and 7 a.m.) with their consent.

<sup>2</sup> The employee who performs only temporary night work shall receive a salary supplement of at least 25%.

<sup>3</sup> Employees who perform night work on a permanent or regular basis are entitled to compensation of 10 percent of the time for which they have performed night work. The compensatory rest period must be granted within one year. For employees who regularly perform off-peak night work in the mornings and evenings, the compensation may also be granted in the form of a wage premium. The provisions of art. 16–17e LabA remain reserved.

## **2.9 Annual leave**

### **2.9.1 Duration of annual leave**

<sup>1</sup> Employees are entitled to the following paid holidays per calendar year:

- up to the age of 20: 25 days;
- from the age of 20: 20 days.

<sup>2</sup> Public holidays that fall on days taken as annual leave shall not be considered as taken annual leave. If the employee leaves or joins the company during the course of the calendar year, the annual leave is granted pro rata.

<sup>3</sup> The hourly paid employee shall be entitled to holiday pay of 8.33% of gross salary if they are entitled to four weeks' holiday and 10.64% if they are entitled to five weeks' holiday.

### **2.9.2 Taking annual leave**

<sup>1</sup> Annual leave must generally be taken during the calendar year in question. Two consecutive weeks must be taken at least once a year.

<sup>2</sup> The employee must be consulted before the time of the annual leave is determined. The employer shall comply with the wishes of the employees within the framework of the operational possibilities. If no agreement can be reached, the employer shall determine the time when the annual leave has to be taken.

<sup>3</sup> Employees with the working time model described in sct. 2.6.2 are responsible for ensuring that they take their annual leave and report it to their employer.

<sup>4</sup> Illnesses and accidents only interrupt annual leave if they are reported to the employer as quickly as possible, i.e. normally within 24 hours, and if a medical certificate is provided within a reasonable amount of time.

### **2.9.3. Compensating and offsetting annual leave**

If the employment relationship is terminated by the employee or by the employer due to the employee's fault, excess holiday days can be offset against salary.

## **2.10 Public holidays**

<sup>1</sup> Employees are entitled to nine paid public holidays per calendar year (including vthe Swiss National Holiday) in accordance with the cantonal rules on public holidays.

<sup>2</sup> If public holidays fall on a Sunday, the monthly employed shall be entitled to additional holiday days.

<sup>3</sup> For employees paid by the hour, public holidays are compensated with a public holiday flat rate of 3.57%.

## **2.11 Leave and absences**

### **2.11.1 Maternity and paternity leave**

Maternity and paternity leave are based on legal provisions.



### 2.11.2 Paid absences

<sup>1</sup>In the case of certain events, the employee with a monthly salary is entitled to paid leisure time in accordance with the following list:

Event	Paid absence
Own marriage	3 days
Death of spouse or life partner, child, parent, or any other close relative of employee	Up to 3 days
For adoptive parents after adoption	10 days
Own house move	One day per calendar year
For care in the event of a sudden serious illness of the spouse, partner, father, mother, own children (according to art. 329h CO and art. 36 para. 3 and 4 LTr)	Up to 2 days
Illness of own children (according to art. 324a CO)	Time needed, but maximum three days per event; usually to find alternative care, on presentation of a medical certificate
For single parents dealing with emergencies concerning their children	Up to 5 days per calendar year
For members of boards of management of contracting trade unions	Up to four days per calendar year and the time needed to negotiate with the employer
For other trade union members for participating in company or industry conferences	Up to two days* per calendar year; operational needs must be taken into account

\* Financed by the joint fund. Part-time and hourly employees are also entitled to paid absence.

### 2.11.3 Unpaid leave

<sup>1</sup> Upon written request, the employer may grant unpaid leave, provided the operating conditions allow for this.

<sup>2</sup> In the case of unpaid leave, the existence and scope of the insurance coverage are governed by statutory and contractual provisions. Should the insurance coverage expire and should it be possible to take out voluntary insurance, the relevant premiums shall be borne by the employee. It is the responsibility of the employee, depending on their personal situation, to seek information from the employer and the insurers concerned.

### 2.12 Advanced training

<sup>1</sup> The employer shall encourage employees to undertake advanced training in order to maintain professional mobility and employability and support them in this. The advanced training should enhance professional, personal and social skills.

<sup>2</sup> Skills obtained in the company (e.g. because of “on-the-job” training) are confirmed in writing in the work certificate or in the intermediate work certificate. The employee can request an interim reference at any time.

## **2.13 Employee evaluation**

The employee may request a feedback interview once a year.

## **2.14 Salary, allowances and deductions**

### **2.14.1 Salary payment**

<sup>1</sup> In principle, salaries are paid monthly (by the fifth working day of the following month at the latest). This does not preclude the withholding of salary in accordance with art. 323a CO.

<sup>2</sup> The salary statement provides information about allowances and deductions.

<sup>3</sup> The employee shall check the accuracy of the salary paid without delay. He/she shall report any complaints or objections within a reasonable period of time, in principle within 5 days of receiving the salary statement. The statutory limitation period is reserved.

### **2.14.2 Minimum wage**

<sup>1</sup> The minimum basic salary (as of 1 October 2022) for employees is CHF 20.56 (gross).

<sup>2</sup> If they are paid on an hourly basis, employees receive a holiday allowance of 8.33% (or 10.64% if they are entitled to five weeks' holiday) and a holiday allowance of 3.57% in addition, bringing the hourly amount to CHF 23 (gross) for employees entitled to four weeks' holiday.

<sup>3</sup> In addition to the gross hourly salary, they receive a bonus according to the company's policy. This bonus is subject to social security contributions.

<sup>4</sup> If mandatory provisions provide for a higher remuneration, this shall apply.

### **2.14.3 Child and childbirth allowances**

Child and childbirth allowances are paid in accordance with the applicable statutory provisions.

## **2.15 Incapacity to work**

### **2.15.1 Obligation to report and medical certificate**

The employee shall inform the employer immediately in the event of an illness or accident. In the event of inability to work of more than two calendar days as a result of an illness or accident, the employee must present a medical certificate on the third day at the latest without being solicited to do so. In exceptional cases, the employer may request a medical certificate from the first day of absence.

Should the illness last longer than indicated in the certificate, a new certificate of incapacity for work must be presented without delay.

### **2.15.2 Continued salary payment in the event of illness**

In the event of illness, the employee is entitled, instead of the employer's obligation to maintain payment of wages, to insurance benefits in the form of daily allowances corresponding to 80% of the agreed salary for the period stipulated in the employer's contract with the insurance company (as a rule 730 days). The contractually agreed insurance conditions are decisive for the insurance's duty to pay.

The waiting period until the insurance benefits start to be paid is also compensated by the employer with 80 percent of the agreed salary, provided that the inability as such would have been covered by the insurance.

The insurance premiums are shared between the employee and the employer as follows: ½ employee, ½ employer.

If the insurance company refuses to meet its obligation to pay benefits, any obligation to continue to pay the salary shall be based exclusively on the provisions of the Swiss Code of Obligations, in particular art. 324a CO, and the "Bern Scale".

### **2.15.3 Continued salary payment in the event of maternity**

The start and end of the maternity compensation shall be based on the Federal Act on Compensation for Loss of Earnings for Persons on Military Service or Maternity Leave (Loss of Earnings Compensation Act, LECA).

### **2.15.4 Continued salary payment in the event of an accident**

Employees are insured against the consequences of occupational accidents and illnesses in accordance with the provisions of the Federal Law on Accident Insurance (UVG). Part-time employees are insured against non-occupational accidents, provided that their weekly working hours reach the minimum required according to the UVG.

### **2.15.5 Continued salary payment for military service, civil protection or civil service**

The continued salary payment is governed by the legal provisions.

Civil service and single-term conscription shall in principle be accorded the same status as military service. For continued salary payment, the same entitlements and duration apply as with the recruit school in accordance with the LECA.

In the case of voluntary military service (alpine courses, ski courses, sports competitions, etc.), the employee is only entitled to possible EO benefits.

Civil protection service, military service and Red Cross service for female members of the armed forces shall be accorded the same status as compulsory military service. The continued salary payment is based on statutory provisions.

Loss of earnings allowances paid shall accrue to the employer in proportion to the continued payment of the salary.

### **2.15.6 Subsequent allowance in the event of death**

In the event of the employee's death, the employer shall pay the survivors one-sixth of the deceased employee's annual salary. The following individuals shall be considered the survivors in the following order:

- Spouses or registered partners;
- Minor children or children in education;
- Life partners if they have lived in the same household as the deceased; employee for at least five years or have concluded a written partnership agreement;
- Other people whom the deceased employee had a duty to support.

## **2.16 Employee benefits**

Employees are insured in accordance with the legal and regulatory provisions of the pension fund.

## **2.17 Rights and obligations**

### **2.17.1 Due diligence, loyalty and confidentiality**

<sup>1</sup> The employee shall carry out the work assigned with due diligence and preserve the employer's legitimate interests. In particular, he/she shall refrain from working for a company with a competing activity during their working hours. In addition, he/she is required to carry out any task assigned to him/her during working time and, subject to compelling reasons, he/she may be required to extend his/her assignment to complete a task assigned during working time.

<sup>2</sup> Employees may not use or disclose to others facts that have to be kept secret of which they become aware while working for the employer. These facts to be kept secret include, in particular, information that is not publicly accessible about company operations, corporate strategies, organisation, finance and accounting, employees and the employer's customer base and its group and affiliates. This obligation shall persist after termination of the employment contract insofar as this is necessary to safeguard the legitimate interests of the employer.

#### **2.17.2 Secondary employment and public offices**

<sup>1</sup> If the employee wishes to pursue another independent or dependent gainful activity in addition to his/her employment with the employer, he/she must inform the employer of this. In justified cases, the employer may prohibit employees from undertaking secondary employment, in particular in cases where such activity could damage the interests or reputation of the employer. In the case of part-time employees, the employer must give reasons in writing for any refusal.

<sup>2</sup> Incidental gainful activities that violate the duty of loyalty to the employer are not permitted. The legal maximum working time must be respected.

<sup>3</sup> Public offices and political mandates must be reported to the employer before acceptance or election.

<sup>4</sup> The employer and the employee shall make individual arrangements if the work performance, availability at the workplace and/or the agreed working hours are impacted by these activities.

#### **2.18 Health protection**

The employer is obliged to protect the health of the employees. For health protection and prevention of occupational accidents and diseases, he shall take all technical and organisational measures that are necessary based on experience, applicable according to the technology used and appropriate to the specific circumstances. He shall observe the special protection requirements of pregnant employees.

#### **2.19 Data protection and electronic monitoring**

<sup>1</sup> The employee is obliged to provide the employer with all personal data required for the employment relationship and to inform him of any changes. Personal data is mainly processed electronically.

<sup>2</sup> The employer guarantees the protection of personal data. He restricts the processing, storage and retention of personal data to what is operationally necessary and legally permissible.

<sup>3</sup> The employer shall take the necessary steps to protect his employees' personal data against unauthorized access and transmission. He ensures that only persons who need to know or access personal data to perform their duties are granted access to it.

<sup>4</sup> The employer may call in third parties to process, store and retain personal data, in which case the employer shall oblige such third parties to comply with all data protection provisions in accordance with this CLA and shall guarantee compliance with such provisions. Third parties may be based abroad. In all other cases, personal data may only be passed on to third parties if there is a legal basis for it or if the data subject has given his or her written consent on receipt of advance information.

<sup>5</sup> The employee or an authorised person has the right of access to his or her personal data and may request the rectification of incorrect data.

<sup>6</sup> In compliance with statutory provisions, the employer may use electronic aids (e.g. video systems) for safety and security monitoring and for performance and quality control or for training purposes.

## **2.20 Amendments to and termination of the employment relationship**

### **2.20.1 Termination without notice**

The employment relationship shall end without notice:

- a. at the ordinary OASI retirement age;
- b. when the employee dies;
- c. upon expiry of the term of the contract;
- d. in the event of an entitlement to a full IV pension.

### **2.20.2 Termination and notice periods**

<sup>1</sup>The employment relationship can be terminated by the employer and the employee. The following notice periods shall apply:

For employees with a monthly salary:

- a. during the probation period: seven days;
- b. in the first year of employment: one month effective at the end of a month;
- c. in the second year of employment: two months effective at the end of a month;
- d. from the third year of employment onwards: three months effective at the end of a month.

For the employees paid by the hour:

- a. during the probation period: seven days;
- b. after the probation period: one month.

<sup>2</sup>The employer and the employee may terminate the employment relationship at any time by mutual agreement. The termination agreement requires the written form.

<sup>3</sup>The employer may terminate the employment relationship of employees after two months without performance of work or justification of absence, by giving notice.

### **2.20.3 Form of termination**

Notice of termination must be in writing. Upon request, the party giving notice of termination must explain their reasons in writing.

## **3. Mandatory provisions**

### **3. Unlimited labour peace and social partnership terms**

<sup>1</sup>The parties to the CLA are committed to labour peace and, to this end, waive any conflict measures. The obligation to refrain from conflict measures applies to matters regulated or not regulated in the CLA.

<sup>2</sup>The parties to the CLA undertake in particular to:

- intervene with their members to maintain and strictly enforce the CLA;
- promote collaboration between employers and employees;
- ensure direct contact with the management at all times to resolve individual problems;
- engage in good faith dialogue without delay with the aim of resolving conflicts;
- maintain labour peace and ensure the application of the CLA.

<sup>3</sup> In their public communications, the parties to the CLA shall act in good faith. In particular, they shall refrain from making any dispute known to the public before a negotiation, mediation, conciliation or arbitration procedure has been concluded.

### 3.2 Rights of participation

The contracting trade unions have varying degrees of participation rights:

- Co-determination (level 3)  
The parties to the CLA make a decision by mutual agreement.
- Right to be heard (level 2)  
The contracting trade union is heard before a definitive decision is made. If proposals of the contracting trade union are not taken into account, the reasons for the rejection are given.
- Information (level 1)  
The contracting trade union is entitled to timely and comprehensive information.

The nature of the participation rights depends on the subject matter of the participation, as described in sct. 3.3.

### 3.3 Objects of participation

The contracting trade unions have rights of participation in the following matters:

Object of participation	Level of participation
“Enforcement cost contributions” regulations	3
Restructuring/reorganisation, including changes of location, affecting a minimum of 31 employees	2
Transferring a company or sections of a company to third parties, mergers and acquisitions, outsourcing	2
Application of the cost regulations in the CLA	2
Implementing provisions (HR provisions)	1
Waiver of working time registration	3
Bonus policy in the company for employees subject to the CLA	2

### 3.4 Joint Committee

<sup>1</sup> The parties to the agreement shall set up a permanent Joint Committee. The Joint Committee shall meet at least three times a year. Minutes of the decisions taken shall be drawn up and signed by its members.

<sup>2</sup> The parties shall each appoint two persons to attend the Joint Committee. The persons participating on the side of Smood SA shall be persons from management level.

<sup>3</sup> The parties to the agreement delegate the interpretation and application of the CLA to the Joint Committee.

### 3.5 Contribution to enforcement costs

<sup>1</sup> The employer shall collect from employees who are subject to the scope of application of the CLA and who are not members of a trade union that is a signatory to the agreement a monthly contribution to the costs of implementation amounting to 0.25% of the basic salary.

<sup>2</sup> By signing the IEC, the employee confirms that he/she agrees to the deduction of the contribution to implementation costs from his/her salary.

<sup>3</sup> Contributions to the costs of implementation shall be paid into a contribution fund. The contribution fund shall be administered by the Joint Committee on Contributions to Implementation Costs.

### 3.6. Salary negotiations

<sup>1</sup> Each party to the CLA may request negotiations on a possible adjustment of salaries and allowances by 30 September, with effect from 1 January of the following calendar year. The party requesting negotiations shall give reasons for its request.

<sup>2</sup> In salary negotiations, the parties shall take the following criteria into account, within the limits of the employer's economic possibilities: productivity, market conditions, future prospects, changes in the living costs according to the ISPC (Swiss consumer price index) and the IPAM (health insurance premium index).

## 4. Effective date and period of validity

<sup>1</sup> This CLA enters into force on 1 October 2022 and is valid until 31 December 2024.

<sup>2</sup> Adjustments in connection with a change of situation may be requested by the signatory union at the earliest on 30 September 2023.

<sup>3</sup> The parties undertake to enter into negotiations for a new CLA no later than six months before the expiry of the period of validity.

<sup>4</sup> A transitional period of 3 months from the entry into force is provided for the adaptation to the obligations arising from the CLA.

<sup>5</sup> If a provision of the CLA is declared invalid, inapplicable or ineffective by a competent authority, the parties will replace it with a provision having economic and legal effects as close as possible to those of the provision concerned. If the parties fail to reach agreement within 30 days of the declaration of invalidity, inapplicability or ineffectiveness, either party may terminate the CLA by giving 3 months' notice to the end of a month.

<sup>6</sup> Within 30 days of the publication of a decision on the extension of an industry-wide CLA applicable to employees, the parties undertake to discuss the consequences of the extension for employees and this CLA. Either party may terminate the CLA by giving three months' notice of the date on which the extended CLA comes into force.

**This CLA is drawn up in French, German, Italian and English. As the negotiations took place in French, the French version is authoritative. The additional declarations to the Smood CLA form an integral part of this CLA.**

## **Annex – Calculation of car mileage costs**

This annex specifies the determination of the average mileage costs calculated by the TCS (art. 2.4 para. 2 of the CLA Smood SA).

The mileage compensation is determined on the basis of the TCS table (chart) entitled "Calculating user costs - mileage costs". The only variable elements are the price of the vehicle (list price, without options) and the number of kilometres (annualised).

The number of kilometres is obtained by adding a private and a professional share as follows:

- the private use of the vehicle is flat-rated at 10,500 km/year, i.e. 875 km/month (private share);  
and
- the use of the vehicle for professional purposes is recorded and invoiced monthly by Smood on the basis of the kilometres actually driven (professional portion).

If the sum is less than 1,875 km (of which 1,000 km is for Smood), i.e. 22,500 km annualised, then the costs per kilometre for the month are determined on the basis of an annualised vehicle use of 15,500 km.

If the sum is greater than 1,875 km (including 1,000 km for Smood), i.e. 22,500 km annualised, then the costs per kilometre for the month are determined on the basis of an annualised vehicle use of 22,500 km.

The purpose of the above calculation is to simplify and flatten the compensation for the use of private cars. No account is taken of individual costs.