The Collective Labour Agreement in the Swiss hospitality industry: Good for all.

Version of 1 January 2017, 2nd edition 2024

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N-CLA

National collective labour agreement for the hospitality industry

concluded between

the professional organisation and the trade unions

Hotel & Gastro Union
Unia
Syna

and

the employers' associations

SCA Swiss Catering Association
GastroSuisse
HotellerieSuisse

Version of 1 January 2017, 2nd edition 2024
(electronic version available at www.l-gav.ch)

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In the event of deviating interpretations of the wording of the German, French, Italian, English and Portuguese versions, the German version shall take precedence.

I Applicability and contract term

Art. 1 Scope

1 This agreement applies directly to all businesses that offer hospitality services (hereinafter “hospitality businesses”) and their employees (including part-time and temporary personnel). Hospitality businesses are considered to be all companies or organisations that provide people with accommodation, food or drink for immediate consumption on site in exchange for remuneration. Businesses that supply ready-made meals are also deemed to be hospitality businesses. Classification as a hospitality business does not presuppose the profit-making motive.

2 This agreement applies to the whole of Switzerland.

Art. 2 Non-applicability

1 The following represent an exhaustive list of establishments that are outside of the scope of validity:

– canteens and staff restaurants that primarily serve the workforce of that company and are primarily staffed by the workforce of the company.

– restaurant operations in hospitals and care homes that solely serve patients/residents and their visitors and are not accessible to the public or, if they are accessible to the public, the employees in question must be subject to working conditions that are at least on a par with the working conditions contained in this collective labour agreement, as set out in regulations or a separate collective labour agreement.

– catering businesses which can seat up to 50 persons whose premises are inextricably connected with the retail premises of a retailer, form a single operating entity with the same, and have essentially the same opening times as the associated retail business.

– catering businesses which can seat more than 50 persons whose premises are inextricably connected with the sales premises of a retailer, form a single operating entity with the same, and have essentially the same opening times as the associated retail business, as long as a collective labour agreement applies that is at least equivalent to this collective labour agreement. If no equivalent collective labour agreement is in place, this declaration of universal applicability applies to all employees who primarily provide a hospitality service.

– catering services provided on trains.

The committee of the Supervisory Commission shall decide on the equivalence of working conditions covered by the corresponding collective labour agreement and regulations pursuant to the criteria of Article 20 paragraph 1 sentence 1 of the Recruitment Act (RecA, SR 823.11) and Article 48a of the Recruitment Ordinance (RecO, SR 823.111). Those party to the collective labour agreement in question may request an expert opinion from the SECO, which will be taken into account in the decision of the committee of the Supervisory Commission.

2 The following represents an exhaustive list of persons excluded from the scope of this agreement:

- operations managers, directors
- family members of the operations manager (spouse, parents, siblings, direct descendants)
- musicians, artists, disc jockeys
- pupils of technical colleges during college hours
- apprentices in the sense of the Vocational and Professional Education and Training Act

Unless stated otherwise in this contract or by mandatory statutory provisions, part-time employees have the same rights and obligations as full-time employees, in keeping with their proportional working week.

Art. 3 Entry into force and term

1 This agreement enters into force on 1 January 2017.

2 This agreement may be terminated in the middle or at the end of a calendar year subject to written notice being provided (by registered mail) six months in advance, but with effect from 31 December 2020 at the earliest.

II Commencement and termination of the employment relationship

Art. 4 Recruitment

1 Staff are recruited on the basis of an individual employment contract.

It is recommended that the employment contract be completed in writing prior to the employee taking up the post. The employee may demand a written copy of the employment contract at any time.

2 In the following provisions of this employment contract, written form is a requirement for the provisions in question to be valid:

–	Art. 5	clauses 1 and 2	Probationary period
–	Art. 6	clause 3	Terminability of fixed-term contracts
–	Art. 14	clause 1	Payment of salary
–	Art. 15	clause 7	Compensation for overtime
–	Art. 29	clause 1	Accommodation and meals

3 For seasonal employment contracts, the start of the season (commencement of employment relationship) should be set down in the individual employment contract as a specific date where possible, or communicated to the employee in writing at least one month in advance.

Art. 5 Probationary period

1 The probationary period is 14 days. An alternative period of time may be agreed in writing. Any extension may not exceed a period of three months, however.

2 The notice period during the probationary period amounts to 3 days, starting from the end of the day on which it is served. It may be extended by written agreement.

3 Any notice of termination must be provided to the contracting party on the final day of the probationary period at the latest.

Art. 6 Termination

1 Following completion of the probationary period, the employment relationship may be terminated with notice of one month in the first to the fifth working years and with notice of two months from the sixth working year onwards, in each case with effect from the end of the month.

2 The latest date on which notice of termination may be served to the contracting party is the final day prior to the start of the notice period.

3 The terminability of fixed-term contracts must be agreed in writing. Otherwise they shall be considered valid until the end of the term.

4 Wherever possible, the end of the season should be determined with a specific date in the individual employment contract. However, the agreement may be limited to the end of the season in question even in the absence of a date being stipulated. If the date of the season end is not agreed in writing, the departure date at the end of the seasonal business must be notified to the individual at least 14 days prior to their final working day.

Art. 7 Protection against dismissal during contractual leave

1 Once the probationary period is complete, the employer may not serve notice of termination in respect of the employment relationship while the employee is taking contractual leave.

2 If notice is served prior to the start of a holiday, the notice period shall not be extended.

III Salary

Art. 8 Gross salary

1 The basis for remuneration is the AHV gross salary pursuant to Art. 7 of the Old Age and Survivors' Insurance Ordinance (AHVV).
This definition of gross salary also applies as the basis for calculating social security benefits.

2 For purposes of calculating gross salary in the following articles, the fixed salary should be assumed to be the gross salary of the previous month or, in the case of variable salaries (particularly sales-based salaries and hourly wages), the average gross salary of the previous period of employment (but over 12 months as a maximum):

- Art. 14 Payment of salary
- Art. 15 Working hours/overtime
- Art. 16 Days off
- Art. 17 Holidays
- Art. 18 Public holidays
- Art. 19 Educational leave
- Art. 20 Paid work-free days
- Art. 22 Salary in event of inability to work
- Art. 23 Sickness pay insurance/pregnancy
- Art. 25 Accident insurance
- Art. 28 Military and civilian service, civil defence

3 To calculate the gross salary per calendar day, the monthly gross salary is divided by 30.

Art. 9 Salary system

1 The salary system is laid down in the employment contract. The written form is recommended. Generally speaking, any salary system is permissible (fixed salary, sales-based salary or combinations thereof).

2 Irrespective of the salary system, the employee has a claim to the minimum salary pursuant to Art. 10 and 11 every month.

If, in the event of part or all of the employee’s pay taking the form of sales-based compensation, the gross salary does not at least equal the minimum salary in any month, the employer must pay the corresponding difference. Any such rounding-up payment may not be offset against past or future salary payments.

3 The inclusion of voluntary customer benefits (e.g. tips) in the salary system is not permissible.

Art. 10 Minimum salaries

1 Minimum salary rate per month for full-time employees age18 up

		as of 1.2.2025 or 2025 summer season	as of 1.1.2026 or 2026 summer season
I	a) Employees without apprenticeship training	3'706.-	3'713.-
	b) Employees without apprenticeship training who have successfully completed Progresso training	3'935.-	3'943.-
II	Employees with two-year professional basic training who have a federally recognised professional certificate or equivalent form of training	4'062.-	4'070.-
III	a) Employees with professional basic training who have a federal certificate of proficiency or equivalent form of training	4'519.-	4'528.-
	b) Employees with professional basic training who have a federal certificate of proficiency or equivalent form of training and have completed six days of job-specific advanced training pursuant to Art. 19 N-CLA	4'626.-	4'635.-
IV	Employees who have passed a professional examination pursuant to Art. 27 a) of the Vocational and Professional Education and Training Act (VPETA)	5'282.-	5'293.-

Subject to written agreement in the individual employment contract, the minimum salary of levels I, II or III a) may be reduced by maximum of 8% during an induction period.

In the case of Level I, the induction period may last for a maximum of 12 months if the employee has never worked for at least four months for a company subject to this agreement. In all other cases, the induction period may last for a maximum of three months. This salary reduction is not permissible for commencement of a different position with the same employer or in the same business if the break between the two employment situations amounts to less than two years.

In the case of Levels II and III a, an induction period of no more than three months may be agreed only for the first position in a business subject to this agreement.

2 The following individuals are exempt from the minimum salaries set out under Article 10 clause 1:

– employees older than 18 who are enrolled with a Swiss education institution and are in full-time training.

– employees of limited capabilities from federal or federally approved reintegration or support programmes.

– interns pursuant to Article 11.

3 In the event of a dispute, the Equal Opportunities Supervisory Commission will decide on the classification of an employee, the equivalence of any training or any exception to the minimum salaries.

Previous salaries	**01.01.14–31.12.16**	**01.01.17–31.03.18**	**01.04.18–31.12.18**	**01.01.19–31.12.21**	**01.01.22–31.12.22**
I a)	3407.-	3417.-	3435.-	3470.-	3477.-
b)	3607.-	3618.-	3637.-	3675.-	3682.-
II	3707.-	3718.-	3737.-	3785.-	3793.-
II a)	****)	****)	****)	****)	****)
b)	****)	****)	****)	****)	****)
III	****)	****)	****)	****)	****)
III a)	4108.-	4120.-	4141.-	4195.-	4203.-
III b)	4208.-	4221.-	4243.-	4295.-	4304.-
III.	****)	****)	****)	****)	
III d)	****)	****)	****)	****)	****)
IV	4810.-	4824.-	4849.-	4910.-	4920.-
IV a)	****)	****)	****)	****)	****)
IV b)	****)	****)	****)	****)	****)

*) Levels I a) and I b) have been amalgamated in Level I since 1 January 2002.
**) Levels III a), b), c) and d) were separated with effect from 1 July 2005.
***) The minimum wage for certificated training was first introduced on 1 July 2007.
****) Training has been the deciding factor for classification since 1 January 2012.

Previous salaries	01.01.23–31.12.23	01.01.24–31.01.25	01.02.25 31.12.25
I a)	3582.-	3666.-	3706.-
I b)	3803.-	3892.-	3935.-
II	3927.-	4018.-	4062.-
II a)	****)	****)	****)
II b)	****)	****)	****)
III	****)	****)	****)
III a)	4369.-	4470.-	4519.-
III b)	4473.-	4576.-	4626.-
III c)	****)	****)	****)
III d)	****)	****)	****)
IV	5108.-	5225.-	5282.-
IV a)	****)	****)	****)
IV b)	****)	****)	****)

*) Levels I a) and I b) have been amalgamated in Level I since 1 January 2002.
**) Levels III a), b), c) and d) were separated with effect from 1 July 2005.
***) The minimum wage for certificated training was first introduced on 1 July 2007.
****) Training has been the deciding factor for classification since 1 January 2012.

Art. 11 Minimum salary for interns

1 Students who have to complete an internship as part of their course of study are entitled to a minimum monthly gross salary of CHF 2'385.– (from 1 February 2025 or 2025 summer season), CHF 2'390.– (from 1 January 2026 or 2026 summer season):

- if they are studying at a school of hotel management as part of a recognised course of education under Switzerland's Vocational and Professional Education and Training Act (VPETA), or
- if they are studying at a cantonally recognised university of applied sciences, or
- if they are studying at an educational institution abroad which is recognised by a Swiss professional organisation and the Supervisory Commission of the N-CLA, and with which a valid agreement on collaboration has been signed, or
- if they are studying at a school of hotel management which is recognised by the N-CLA Supervisory Commission.

2 Contributions made by the business of the internship to the school in question do not form part of the above-mentioned minimum salary.

3 Deductions from the intern's salary on behalf of the school in question are not permissible.

Previous salaries	**01.01.14–31.12.16**	**01.01.17–31.03.18**	**01.04.18–31.12.18**	**01.01.19–31.12.21**	**01.01.22–31.12.22**
	2172.-	2179.-	2190.-	2212.-	2216.-
Previous salaries	**01.01.23–31.12.23**	**01.01.24–31.01.25**	**01.02.25-31.12.25**		
	2303.-	2359.-	2'385.-		

Art. 12 13th monthly salary

1 The employee is entitled to a 13th monthly salary payment amounting to 100% of the gross monthly wage.

2 For an incomplete working 1year, the entitlement shall apply on a pro rata basis. The pro rata entitlement shall lapse if the employment relationship is terminated during the probationary period.

3 The basis for calculating the 13th monthly salary payment is the average monthly gross salary during the calculation period.

If the 13th monthly salary is paid at the end of each month or together with the hourly wage, the compensation shall amount to 8.33%.

4 The 13th monthly salary must be paid each year together with the December salary at the latest or upon termination of the employment relationship.

Art. 13 Salary deductions

1 Only the following salary deductions may be made:

- AHV/IV/EO (old-age and survivors' insurance/disability insurance/loss of earnings insurance) contributions
- ALV (unemployment insurance) contributions
- Insurance premiums(Art. 23 et seq.)
- Contributions pursuant to Art. 35 h) below
- Accommodation and meal costs
- Taxes at source
- Compensation for damages
- Any previous advances paid
- Clawbacks in respect of loans and similar agreements
- Salary seizure orders in the context of debt collection
- Compensation for non-appearance or abandonment of workplace without justification

Any other mandatory statutory deductions remain reserved.

2 The right to deduct the employee's contributions for AHV/IV/EO, ALV, illness and accident insurance as well as occupational benefits (whereby any demarcation difficulties remain reserved) shall lapse after two months.

Art. 14 Payment of salary

1 The salary shall be paid on the last day of the month at the latest. In the case of sales-based wages, or if otherwise agreed in writing, payment may be effected on the sixth day of the following month at the latest.

If monthly bonuses are paid in the company in the form of sales-based payments or profit shares, an on-account payment amounting to at least 80% of the average gross salary (Art. 8) may, subject to agreement in writing, be made by the 27th day of the month. The remainder of the payment must be made by the sixth day of the following month at the latest.

2 The employee should be provided with a clear salary statement every month.

3 On the final day of their employment relationship, the employee should be provided with all salary balances (factoring in offsetting possibilities), a final statement of account, and a reference. If the salary is paid in cash and the employee is not resident in Switzerland, all salary balances (factoring in offsetting possibilities), a final statement of account, and a reference should be provided to the employee on their final day.

IV Working hours and free time

Art. 15 Working hours/overtime

1 The average weekly working hours for all hospitality employees, including the time that they must be present, may amount to a maximum of

- 42 hours per week
- 43.5 hours per week in seasonal businesses pursuant to Appendix 1
- 45 hours per week in small businesses pursuant to Appendix 1

2 Time allocated to employees for consuming meals does not constitute working hours. This shall amount to at least half an hour per meal. If the employee must remain available to the employer during a meal time, it shall count as working hours.

3 The recording of working hours shall be based on the provisions of Art. 21.

4 Overtime is understood to mean the working hours put in by an employee that extend beyond the agreed average weekly working hours. They must be compensated by free time of the same duration or paid out within a reasonable period of time.

5 Overtime is to be compensated at 100% of gross salary if the business records working hours pursuant to Art. 21, notifies employees of their overtime balance each month in writing, and pays out the overtime together with the final salary payment at the latest.

If the overtime balance at the end of the month exceeds 200 hours, the overtime that exceeds 200 hours must be paid out together with the following month's salary.

6 Overtime is to be compensated at 125% of gross salary if the business does not record working hours pursuant to Art. 21, or does not notify employees of their overtime balance each month in writing, or if the overtime is paid out later than the final salary payment pursuant to Art. 14.

7 In the case of employees whose monthly gross salary (excluding the 13th monthly salary payment) amounts to at least CHF 6'750, the compensation of the overtime may be freely agreed in a written employment agreement within the limits of what is statutorily permissible.

8 Salary statements and the necessary accompanying documentation must be preserved for at least 10 years.

Art. 16 Days off

1 The employee is entitled to two days off each week. Where possible, weekly days off should be consecutive.

2 At least one complete day off must be granted each week. For a full day off, the free time must comprise at least 24 consecutive free hours following the end of the previous night's rest. The remaining time off may also be granted in half days. Subject to the agreement of the employee, half days off may be granted consecutively for four weeks at the most, and for 12 weeks at the most in the case of seasonal businesses.

A half day off shall comprise the period up until midday or, in the case of an afternoon, from 14:30 at the latest until the beginning of night rest. For the days on which a half day off is granted, the maximum working hours may not exceed five hours, and this may only be interrupted by a meal time.

3 In deviation from clause 2, an employee may work seven days in succession as long as the daily working time does not exceed nine hours and the employee is granted at least 83 consecutive hours off as soon as the seventh day's work is finished.

4 In businesses working around the year, employees should be given notice of their days off at least two weeks in advance for a two-week period, and in the case of seasonal businesses at least one week in advance for a one-week period.

5 Days off not actually taken must be compensated within four weeks, or within 12 weeks in the case of seasonal businesses. If compensation is not possible, the days off not taken must be paid out at the end of the employment relationship, in each case amounting to $^1/_{22}$ of the monthly gross salary.

Art. 17 Annual leave

1 The employee is entitled to 5 weeks' leave a year (35 calendar days a year, 2.92 calendar days per month).

2 For an incomplete working year, the leave entitlement shall apply on a pro rata basis.

3 As a rule, leave should be granted consecutively and over the course of the working year in question. At least two weeks' leave must be taken consecutively.

4 Leave decreed by the employer must be announced at least one month prior to its start, other than where notice has been served on an employment relationship or in the last two months of a fixed-term employment contract.

5 Any remaining leave not taken at the end of the employment relationship must be paid out – namely $^1/_{30}$ of the monthly gross salary for each day.

6 If payment of holiday pay is permissible at the end of the month or as part of the hourly wage, compensation for leave not taken shall amount to 10.65%.

Art. 18 Public holidays

1 The employee is entitled to 6 (0.5 days per month) paid public holidays per calendar year (including Swiss National Day).

For an incomplete calendar year, the public holidays should be granted on a pro rata basis.

2 The claim to public holidays also applies during the employee's own holidays.

3 If public holidays are not granted and not compensated for by an additional day's leave, they must be paid out at the end of the employment relationship at the latest, namely $^{1}/_{22}$ of the monthly gross salary in each case.

Art. 19 Educational leave

1 Other than where notice has been served, the employee is entitled to 3 paid working days per year for vocational training as soon as the employment relationship has been in place for 6 months. Other than where notice has been served, the entitlement can be claimed retrospectively for 3 years.

2 The employee is entitled to 6 additional paid work-free days for the purposes of preparing for and taking a vocational exam or higher professional exam.

3 Basic and further training events of the associations acting as contracting parties are recognised as educational leave.

4 Basic and further training decreed unilaterally by the employer may not be counted as educational leave.

Art. 20 Paid work-free days

The employee is entitled to days off on full pay in the following situations, insofar as they fall on working days of the business in question:

– Own wedding/registration of civil partnership: 3 days
– Wedding of parents, children or siblings: 1 day
– Paternity leave: 5 days
– Death of spouse/registered partner, children, parents, parents-in-law, grandparents and siblings, from date of death to funeral: 1 to 3 days
– Military recruitment: up to 3 days (as per call-up)

– Moving house within the same region: 1 day
– Moving house involving greater distances: 1½ to 2 days
– Time required for job-seeking after notice has been served, but not exceeding two days

Art. 21 Rotas/worktime recording/worktime tracking

1 For businesses working throughout the year, employees should be given a written copy of the rota at least two weeks in advance for a two-week period, and in the case of seasonal businesses at least one week in advance for a one-week period. Other than in urgent cases, any subsequent amendments must be agreed mutually.

2 The employer is responsible for documenting the working hours put in (worktime recording). Entries of working hours should be signed by the employee at least once a month. If the employer entrusts the recording of working time to the employee, the corresponding entries must be signed by the employer at least once a month.

3 The employer shall maintain a running account of actual hours worked and free time (worktime tracking). Employees may request information on working hours and free time, as well as on the latest balance of their leave and public holiday entitlement, at any time.

4 If the employer does not meet its obligation to maintain a running account, working hours entered/recorded or worktime tracking by the employee shall be admissible as proof in the event of dispute.

V Lost earnings compensation and social security

Art. 22 Salary in event of inability to work

1 In the event that employees are unable to work through no fault of their own, i.e. as a result of illness, accident, pregnancy, or military call-up, Art. 23 et seq. shall apply.
Employees may demand information on the corresponding insurance premiums at any time.

In the situations described under Art. 23 et seq., the net salary may not be any higher than would be the case if the employee had been able to work. However, the cost of meals may only be deducted insofar as these meals have actually been claimed.

2 If employees are unable to work through no fault of their own and the reason is not covered by Art. 23 et seq., the employer must pay the gross salary pursuant to Art. 324a SCO. The Bern scale applies in this case.

3 Insurance benefits must be paid by the employer at the end of the month, or, if the insured event has not yet been concluded, provided in advance.

This obligation on the part of the employer shall lapse if the insurer refuses to pay a benefit because the employee does not fulfil the insurance conditions or the legal requirements are not in place. In this scenario, the employer must pay the salary pursuant to Art. 324a SCO. The Bern scale applies in this case.

4 In the case of seasonal employment contracts, the employer must inform the employee about the possibility of continuing health and accident insurance contributions, as well as occupational benefits contributions.

Art. 23 Sickness benefit insurance/pregnancy

1 The employer must take out sickness benefit insurance on the part of the employee to cover 80% of the gross salary for 720 of 900 consecutive days (180 days for AHV pensioners). The employee must pay 88% of the gross salary for a period of postponement amounting to a maximum of 60 days a year. In the case of ongoing, uninterrupted inability to work, there may only be one period of postponement. These benefits must be provided even if the employment relationship ends before the illness has passed. Any individual insurance premiums levied after termination of the employment relationship shall be borne by the employee.

If an employee is declared medically unfit for work during pregnancy, the payment of benefits shall be in line with this article.

2 The sickness benefit insurance premiums are shared equally between employer and employee.

3 An employee may not be denied enrolment in the sickness benefit insurance scheme for medical reasons.

However, sickness benefit insurance may exclude any illnesses that existed prior to enrolment for a period amounting to a maximum of five years, provided such a caveat is issued in written form.
The same applies for illnesses suffered previously, insofar as evidence exists that such illnesses may recur. If caveats are issued when enrolling an employee in the sickness benefit insurance scheme, the employee must be informed about the condition to which the caveat applies at the start of the employment relationship, as well as at the start and end of the caveat period.

4 If the employer has not concluded satisfactory sickness benefit insurance on the employer's behalf, it must provide the benefits described in this article itself.

Art. 24 Pregnancy/maternity

Rescinded as per 30 June 2005.

Art. 25 Accident insurance

1 The employer shall insure the employee in keeping with the guidelines of the Swiss Federal Law on Accident Insurance.

2 For the first two days after the day of the accident, the employer must pay 88% of the gross salary.

3 For employees who have suffered an accident and are entitled to support, the employer must pay 100% of the gross salary for the duration of the period described in Art. 324a SCO. An accident on the way to work is deemed to be an occupational accident giving rise to a payment obligation. The Bern scale applies in this case.

4 Any proportion of salary that exceeds the maximum amount of the insured income pursuant to the Accident Insurance Act must be paid by the employer for at least the period prescribed in Art. 324A SCO. The Bern scale applies in this case.

5 If the employer has not concluded satisfactory insurance on the employer's behalf, the consequences of accident insurance legislation shall apply.

Art. 26 Doctors' certificates

1 In the event that the employee is unable to work, a doctor's certificate must be provided for the fourth day's absence onwards. This certificate must be provided to the employer within a week.

2 If the insurer makes its benefits dependent on a doctor's certificate, the certificate may be requested from the first day onwards.

3 The employer is entitled to demand that a certificate be issued – at its expense – by a doctor it has appointed.

Art. 27 Occupational benefits

a) Mandatory insurance

1 The employer shall insure the employee in keeping with the statutory guidelines that apply in respect of occupational old age, survivors', and invalidity insurance.

2 When calculating the salary threshold for mandatory insurance and the coordinated salary, the 13th monthly salary payment shall be taken into account.

If the monthly salary falls below the salary threshold for mandatory insurance, the employee should be insured until the end of the employment relationship, or until the end of the calendar year at the latest.

b) Contributions

1 A minimum contribution of 1% of the coordinated salary is levied on all employees from the start of the calendar year following their 17th birthday. A contribution of 14% of the coordinated salary is levied on all employees from the start of the calendar year following their 24th birthday.

The employer may deduct a maximum of half the contribution amount from the employee's salary.

2 The employer must insure all employees subject to mandatory insurance who belong to the age categories set out in point b) clause 1 at a single standard rate.

Contributions that are not required for statutory and collective labour agreement benefits must be used to secure future benefits or to improve benefits for employees insured under the occupational pension scheme. Any surpluses or profit shares should likewise be used to secure future benefits or improve benefits for the insured employees. The above-mentioned contributions, surpluses or profit shares may not be offset against future contributions, diverted to the payment of future contributions, or assigned to the employer in any way.

c) Minimum benefits

The insurance must guarantee the following minimum benefits:

- Invalidity pension 40% of the coordinated salary
- Widow(er)'s pension 25% of the coordinated salary
- Children's pension 10% of the coordinated salary
- Early retirement up to five years prior to reaching the statutory AHV age with no reduction in the ordinary statutory conversion rate as long as the employee has worked in the hospitality industry for at least five years without a break immediately prior to retirement.

d) Provision of information to employees

The employee must be provided with a statement containing a summary of the key insurance terms. This statement must make it clear how employees can obtain information on their rights at any time. Upon request, the employee should be provided with a copy of the insurance regulations.

The employee may request a list of their insured benefits, the contributions made and the way these are calculated at any time. This should be provided to them within 30 days.

e) Equal Opportunities Supervisory Commission

Following receipt of a corresponding proposal from an association party to this agreement, the Supervisory Commission shall review, on the N-CLA's behalf, the pension fund regulations and foundation deeds to ensure that the minimum guidelines enshrined in the N-CLA are adhered to, and decide on the admissibility of any deviating systems.

f) Non-existent or inadequate insurance

If the employer does not arrange insurance for the employee or does so in an inadequate way, or if it deprives the employee of the benefits due under the collective labour agreement, it will be ultimately responsible for providing the statutory benefits and the benefits set out in the collective labour agreement.

Art. 28 Military and civilian service, civil defence

1 The employee shall inform the employer promptly about any impending service commitments.

2 The employee is entitled to payment of their gross salary for mandatory service up to a maximum of 25 days per calendar year.

3 If the period of service lasts for more than 25 days per calendar year, the employee is entitled to payment of 88% of their salary from the 26th day for the entitlement period described under Art. 324a and 324b of the Swiss Code of Obligations (SCO).

4 For any service days that exceed 25, the employee shall receive loss of earnings compensation.

5 If the employee defers a service commitment at the request of the employer, the employer must pay the employee for this period of service pursuant to clauses 1-4 above when the service commitment in question is finally honoured. This also applies in the event of the employment relationship having been terminated in the meantime, unless a new employer is paying for the deferred service commitment.

VI General provisions

Art. 29 Accommodation and meals

1 In the absence of any written agreement on accommodation and meals, the minimum rates of the Federal Tax Administration apply to any benefits actually received.

2 As a rule, lower rates should be charged to the employee in the event of multiple occupancy of a room.

3 In the absence of any agreement to the contrary, the board and lodging arrangement shall end with the termination of the employment relationship.

Art. 30 Professional laundry, uniforms, tools

1 If the cleaning and ironing of the professional clothing of cooks and pastry chefs is not handled by the company itself, the employer must pay a monthly amount of CHF 50.

2 If the cleaning and ironing of the waistcoats or aprons of service personnel is not handled by the company itself, the employer shall pay the sum of CHF 50 monthly for waistcoats and CHF 20 monthly for aprons.

3 If a special uniform is prescribed for all staff, service staff and other service personnel, the company must either make this available or pay for it.

If the cleaning and ironing of uniforms is not handled by the company itself, the employer must pay a monthly amount of CHF 50.

4 The sharpening of professional knives is a matter for the business in question.

Art. 31 Conduct and liability of the employee

1 If employees are unable to perform their working duties, they must inform the employer immediately.

2 Employees are liable for any loss or damage they cause to the employer either deliberately or through negligence.

They shall only be deemed liable for broken crockery or glass in the event of intent or gross negligence. Only the actual costs of replacement may be invoiced.

Collective or flat-rate deductions are not permissible.

Art. 32 Eligibility of work periods

1 Wherever this agreement links entitlements to the period of employment, individual periods of work for the same business or same employer shall be added together.

2 This cumulative eligibility only applies if there is no gap of more than two years between the individual work periods.

Art. 33 Deviating agreements

Unless otherwise envisaged by this agreement, any deviating agreements are only permissible if they are in favour of the employee.

VII Formal provisions

Art. 34 Adjustments to the agreement

The associations negotiate an adjustment of minimum wages every year from April onwards. If these negotiations do not result in an agreement by the end of June at the latest, they shall be deemed to have failed. Thereafter, each association may initiate proceedings before the Court of Arbitration pursuant to para. 2 f).

The Court of Arbitration shall comprise an employer representative, an employee representative and a chair. The employers' associations shall determine the employer representative, the employee associations the employee representative. The chair of the Court of Arbitration will be selected by the High Court of Canton Bern from among its members.

The proceedings of the Court of Arbitration shall follow Art. 5 of the Federal Act on the Federal Board for Conciliation in Collective Labour Disputes. The Court of Arbitration shall issue binding decisions on inflation adjustments and real increases in minimum wages.

Any changes enter into force on 1 January, or at the start of the summer season in the case of seasonal employment contracts.

Art. 35 Contract enforcement

a) Equal Opportunities Supervisory Commission

1 The contracting parties to this collective labour agreement have a joint claim vis-à-vis the involved employers and employees to compliance with the collective labour agreement conditions pursuant to Art. 357b SCO.

2 An Equal Opportunities Supervision Commission exists.

Its chair is determined by unanimous resolution of the Supervisory Commission. If no such resolution is passed, the Supervisory Commission shall apply to the State Secretariat for Economic Affairs (SECO) to make the corresponding appointment.

3 The contracting associations shall establish regulations for the Supervisory Commission.

b) Tasks

1 The Supervisory Commission shall

- monitor performance of the agreement and decide on its interpretation.
- adjudicate any disputes arising from a legal petition in respect of an individual contractual situation and act as the appeal body for resolutions of the committee pursuant to clause 2 in respect of subsequent payments and sanctions.
- issue the regulations of the Control Authority and appoint its head.
- exercise oversight in respect of the Control Authority.
- provide an annual report on the enforcement of the contract and establish the budget and annual financial statements.
- designate the external auditors and define its tasks.

2 The Supervisory Commission shall form a committee to which it may delegate tasks. In particular, the committee shall pass resolutions on subsequent payments and sanctions, and is authorised to conduct proceedings for the declaration of general applicability of the contract and take all associated measures.

c) Decisions

The decisions of the Supervisory Commission are final. Justified objections in the sense of a reconsideration remain reserved.

If any contractual penalties issued by the Supervisory Commission pursuant to Art. 35 f) and g) are not paid by the set deadline, formal legal action will be taken.

d) Control Authority

1 The Control Authority must monitor compliance with this agreement:

- at the request of one of the contracting associations
- at the behest of the committee of the Supervisory Commission
- in response to a legal petition
- by random sample

Legal petitions at the insistence of a contracting association shall be based on well-founded grounds for suspicion. Any contentious points should be specifically cited and substantiated.

2 The onus is on the Control Authority to execute the resolutions of the Supervisory Commission.

3 Any check or random sample should as a rule be announced in writing five days in advance. In justified situations, checks may be carried out without prior announcement. Employees of the Control Authority are authorised to enter business premises, inspect any necessary documentation, and put questions to both employers and employees.

4 The Control Authority must inform the employer of the result of any check/control in writing and provide it with the opportunity to respond within 14 days. Complainants should be informed about any findings of a check/control that relate to them. If an action is launched via one of the contracting associations, the association shall also be informed about any findings on the contentious points as part of a follow-up check.

5 If the Control Authority identifies a material outstanding claim of an employee when carrying out a check, it shall set the employer a deadline of 30 days in which to pay the identified salary balance to the affected employee as set out in the control report, and inform the Control Authority in writing that such payment has been made.

If no report is submitted to the Control Authority by the set deadline, the employee will be informed about his/her personal salary balance.

6 The contracting associations agree that the entitlements pursuant to Art. 357b SCO apply to them jointly, and that these entitlements may be claimed by the Control Authority.

e) Costs

1 The costs may be charged to the party that has given rise to proceedings. This is particularly true of reviews pursuant to Art. 35 g) clause 2.

2 For special activities involving the collection of contributions pursuant to h) below, the Supervisory Commission may levy fees.

f) Sanctions in general

1 If the Control Authority identifies a contravention and this is not eliminated within the period of grace specified, it shall present the matter to the Supervisory Commission for the latter's decision. In particularly egregious cases, the Control Authority may also present the matter to the Supervisory Commission for the latter's decision without any period of grace.

The right to a legal hearing will be granted in any case.

2 Repeated or deliberate contraventions of this agreement will be penalised with a contractual penalty of between CHF 600 and CHF 20'000. The level of the contractual penalty shall be based on the severity of the violations and the number of employees affected.

3 If material claims on the part of employees pursuant to Art. 35 d) are identified in random samples and false information has been provided to the Control Authority in respect of subsequent payment to the employees in question, the Supervisory Commission shall not be restricted by the penalty bandwidth set out in clause 2. The penalty in this case can extend to twice the amount of the outstanding salary balance.

4 In the event of non-compliance with statutory insurance obligations on the part of the employer, the Supervisory Commission shall in addition inform the relevant supervisory authority.

g) Sanctions in the absence of the recording of working hours and unjustified claiming of seasonal privilege

1 If a check reveals that working hours have not been recorded by a company for all or a proportion of its workforce, this oversight shall be punished with a contractual penalty without any period of grace applying.

If the Control Authority establishes, as part of a follow-up check within four months of the first check, that working hours have still not been recorded by the company for all or for a proportion of its workforce, this oversight will be penalised with a higher contractual penalty without any period of grace applying.

2 If a review of sales figures pursuant to Appendix 1 reveals that a company has wrongfully claimed a seasonal privilege, this oversight shall be penalised with a contractual penalty without any period of grace applying. Furthermore, the applicable procedure shall be based on Art. 35 d) clause 4 N-CLA.

3 The right to a legal hearing will be granted in any case.

h) Contributions

1 The employer and its employees are obliged to pay annual contributions.

2 The Control Authority shall collect the following amounts on an annual basis:

– for each company CHF 99
– for each employee CHF 99

3 The company must deduct the contributions of employees from the latter's salaries on a regular basis, but at the latest at the end of an employment relationship, and then remit the entire amount to the Control Authority.

If payments are made on time, the company may claim compensation amounting to 4% for the work involved in collecting these contributions.

4 Employees who have been employed for less than half a year, and part-time employees who on average work for less than a half of the normal working hours that apply at the company, shall pay a half of the amount stipulated under clause 2.

5 In the case of demonstrable need, the Supervisory Commission is authorised to increase the annual contributions by a maximum of 40 percent at the start of a new accounting year.

6 The Supervisory Commission is authorised to reduce the annual contributions or defer the collection date.

i) Use of contributions

The contributions levied pursuant to h) above, any income from special costs imposed as per e) above and any contractual penalties pursuant to f) and g) above will be used as follows:

- to make funding available for basic and further training in the hospitality industry
- to cover the costs of executing the contract (costs of the Supervisory Commission and Control Authority, expenditure of the contracting associations and any enforcement costs)
- to contribute to the expenditure of the contracting associations incurred in the area of vocational training

Art. 36 Declaration of general applicability

The contracting associations undertake to seek a declaration of general applicability in respect of this contract.

Art. 37 Final provisions

1 Any further-reaching statutory provisions remain reserved.

2 The contracting associations are committed to preserving harmonious industrial relations.

3 Compliance with sector guidelines on remuneration and further-reaching social partner agreements will be checked by the Control Authority pursuant to Art. 36.

4 In the event of social security deductions being changed, the contracting associations shall amend the percentage figures set out in Art. 25 (accident insurance) and Art. 28 (military and civilian service, civil defence) accordingly.

Art. 38 Data protection

1 The Equal Opportunities Supervisory Commission and the Control Authority for the N-CLA undertake to ensure data protection and the protection of the privacy of the natural persons concerned at all times during their activities. To this end the Control Authority for the N-CLA shall appoint a data protection advisor.

2 The bodies responsible for the performance, verification or oversight of this agreement are authorised only to process personal data, including particularly sensitive data, or to have such data processed to the extent required to meet the duties assigned to them under the N-CLA.

3 The exchange of data, particularly with institutions of the federal government and the cantons, shall take place based on the applicable statutory provisions.

4 The documentation associated with monitoring of and compliance with the N-CLA will be retained for ten years. The members of the Equal Opportunities Supervisory Commission and the employees of the Control Authority for the N-CLA will, if necessary, be granted access to this documentation to ensure uniform practice during this retention period.

Appendix

to Art. 15, clause 1 N-CLA, working hours/overtime

I Small businesses

Small businesses are defined as those that do not continuously employ more than four persons (including family members), other than the employer.

II Seasonal businesses

Seasonal businesses are considered to be the following:

1 businesses which are only open during certain times of the year and have one or more “high season” periods;

2 businesses which are open throughout the year and have one or more high season periods amounting to a minimum of three or a maximum of nine months in total according to the following calculation:

High season periods are the months in which the average monthly turnover is higher than the average turnover of the year as a whole, and where the average monthly turnover during the high season months is at least 35% higher than the average monthly turnover in the remaining months.

Procedure for receiving authorisation to operate as a seasonal business pursuant to II clause 2

A business that wishes to be classified as a seasonal business in the sense of II clause 2 must submit an application for authorisation to operate as a seasonal business to the Control Authority for the N-CLA of the Hospitality Industry. This application should contain, listed by month, turnover figures for the two calendar years (1January–31 December) immediately prior to the submission of the application. If the Control Authority believes the prerequisites are met, it will issue authorisation to operate as a seasonal business for the next two years.

An application for permission to be classified as a seasonal business may be submitted anew each year.

In the case of newly-opened businesses, the committee of the Supervisory Commission will reach a decision on the basis of the budget figures submitted.

The Control Authority may have the submitted turnover figures reviewed by an independent company within six months.

If a review of the turnover figures shows that an employer has wrongly claimed privileges in respect of working hours, the procedure followed is that described under Art. 35 g) clause 2 N-CLA and the seasonal privilege will immediately lapse with effect from the start of the last two-year period.

Bern/Lucerne/Zurich, June 2016

Basic resolution and amendments to the declarations of general applicability (DGA)

Basic resolution of	**Entry into force**	**Comments**
19 November 1998	1 January 1999	
Amendments/adjustments	**Entry into force**	**Comments**
10 February 2026	1 March 2026	Extension of the DGA until 2027
°6 March 2025	1 April 2025	Extension of the DGA until 2024
27 December 2023	1 February 2024	Extension of the DGA until 2024
30 November 2022	1 January 2023	Extension of the DGA until 2023
15 February 2021	1 March 2021	Extension of the DGA until 2022
12 December 2016	1 January 2017	Extension of the DGA until 2020
26 November 2013	1 January 2014	Extension of the DGA until 2017
12 June 2013	1 July 2013	Scope Art. 1 and 2
11 December 2009	1 January 2010	Extension of the DGA until 2013
11 December 2008	1 January 2009	
17 December 2007	1 January 2008	Extension of the DGA until 2011
13 August 2007	1 September 2007	
1 May 2007	1 June 2007	
19 December 2005	1 January 2006	
22 September 2005	1 October 2005	
24 December 2004	1 February 2005	
8 December 2003	1 January 2004	Extension of the DGA until 2007
30 January 2003	1 March 2003	
12 December 2002	1 January 2003	Extension of the DGA until 2003
17 December 2001	1 January 2002	
6 October 2000	1 January 2001	
9 December 1999	1 January 2000	

Articles declared to have general applicability (as at 1 January 2017)

I	**Applicability and term of agreement**	
Art. 1	Scope	
Art. 2	Non-applicability	
II	**Commencement and termination of the employment relationship**	
Art. 4	Recruitment	Clauses 1, 2, 3
Art. 5	Probationary period	Clauses 1, 2, 3
Art. 6	Notice of termination	Clauses 1, 2, 3, 4
Art. 7	Protection against dismissal during contractual leave	Clauses 1, 2
III	**Salary**	
Art. 8	Gross salary	Clauses 1, 2, 3
Art. 9	Salary system	Clauses 1, 2, 3
Art. 10	Minimum salaries	Clauses 1, 2, 3
Art. 11	Minimum salary for interns	Clauses 1, 2, 3
Art. 12	13th monthly salary	Clauses 1, 2, 3, 4
Art. 13	Salary deductions	Clauses 1, 2
Art. 14	Payment of salary	Clauses 1, 2, 3
IV	**Working hours and free time**	
Art. 15	Working hours/overtime	Clauses 1, 2, 3, 4, 5, 6, 7, 8
Art. 16	Days off	Clauses 1, 2, 3, 4, 5
Art. 17	Annual leave	Clauses 1, 4, 5, 6
Art. 18	Public holidays	Clauses 1, 2, 3
Art. 19	Educational leave	Clauses 1, 2, 3, 4
Art. 20	Paid work-free days	
Art. 21	Rotas/worktime recording/worktime tracking	Clauses 1, 2, 3, 4

V	**Lost earnings compensation and social security**	
Art. 22	Salary in event of inability to work	Clauses 1, 2, 3, 4
Art. 23	Sickness benefit insurance/pregnancy	Clauses 1, 2, 3, 4
Art. 25	Accident insurance	Clauses 2, 3, 4
Art. 26	Doctors' certificates	Clauses 1, 2, 3
Art. 27	Occupational pension	
	a) Mandatory insurance	Clause 2
	b) Contributions	Clauses 1, 2
	c) Minimum benefits	
	d) Provision of information to employees	Paragraph 1
	e) Equal Opportunities Supervisory Commission	
	f) Non-existent or inadequate insurance	
Art. 28	Military and civilian service, civil defence	Clauses 1, 2, 3, 4, 5
VI	**General provisions**	
Art. 29	Accommodation and meals	Clauses 1, 2, 3
Art. 30	Professional laundry, uniforms, tools	Clauses 1, 2, 3, 4
Art. 31	Conduct and liability of the employee	Clauses 1, 2, paragraphs 2 and 3
Art. 32	Eligibility of working periods	Clauses 1, 2
VII	**Formal provisions**	
Art. 35	Contract enforcement	
	a) Equal Opportunities Supervisory Commission	Item 2
	b) Tasks	Clause 1 first indent (The Supervisory Commission shall monitor performance of the agreement and decide on its interpretation.) Clause 1 second indent (… shall act as the appeal body for resolutions of the committee pursuant to Clause 2 in respect of … sanctions.) Clause 2 (The Supervisory Commission shall form a committee to which it may delegate tasks. In particular, the committee shall pass resolutions on ... sanctions ...)

d) Control authority	Clause 1 (The Control Authority must monitor compliance with this agreement – …, – upon decree by the committee of the Supervisory Commission – in response to a legal petition, – by random sample …) Clauses 2, 3, 4, 5, 6
e) Costs	Clauses 1, 2
f) Sanctions in general	Clauses 1, 2, 3
g) Sanctions in the absence of the recording of working hours and unjustified claiming of seasonal privilege	Clauses 1, 2, 3
h) Contributions	Clauses 1, 2, 3 (The company must deduct the contributions of employees from the latter's salaries on a regular basis... and then remit the entire amount to the Control Authority. If payments are made on time, the company may claim compensation amounting to 4% for the work involved in collecting these contributions.) Clauses 4, 6
i) Use of contributions	

Appendix

Appendix to Art. 15, clause 1 N-CLA, Working hours/overtime