

Collective Labour Agreement

**for the Service Sector in the Basel Region,
especially for Commercial Employees**

from 1 January 2025

The use of this collective labour agreement is reserved for companies subject to the CLA. Information on this can be found on the following page.

© Copyright by Joint Commission of the "Collective Labour Agreement for the Service Sector in the Basel Region, especially for Commercial Employees"

This is a translation of the original German CLA. Only the original German text is legally binding.

Meaning and purpose of the collective labour agreement - good reasons for subjecting a company to a CLA

The companies operating within the scope of the CLA may **voluntarily submit to** the "Collective Labour Agreement for the Service Sector in the Basel Region, in particular for Commercial Employees". The use of the CLA is only authorised for companies that are expressly subject to it.

The CLA subordination offers companies and their employees numerous advantages such as:

- Free legal advice by telephone for questions regarding interpretation or application of the CLA
- The availability of the CLA in German, French, Italian and English
- Relief of the HR function - the drafting of the individual employment contract can be limited to a few individual points (salary, workload, etc.)
- Commitment to social partnership: In a tight labour market, reference to the company's CLA subordination can have a positive effect when recruiting staff.
- In the case of public sector contracts (Confederation, cantons, municipalities), service companies must also be subject to a CLA.

Another advantage of the CLA is the modest implementation costs:

Basic contribution CHF 40.00 per company and year, plus the following flat-rate contributions (plus VAT)

for companies with 1 to 5 subordinate employees	CHF	10.00
for companies with 6 to 10 subordinate employees	CHF	50.00
for companies with 11 to 20 employees	CHF	100.00
for companies with 21 to 50 employees	CHF	200.00

etc.

(Excerpt from the CLA implementation costs regulations)

For **information** on the "Collective Labour Agreement for the Service Sector in the Basel Region, in particular for Commercial Employees", please contact the Employers' Association of the Basel Region, www.arbeitgeberbasel.ch, info@arbeitgeberbasel.ch, Tel. 061 205 96 00.

arbeitgeberverband

region basel

Basel Region Employers' Association

St. Jakobs-Strasse 25, P.O. Box, 4010
Basel

Tel.: 061 205 96 00

E-mail: info@arbeitgeberbasel.ch

Contact: Alexander Frei, Laetitia Block

**beider basel
handelskammer**

**Basel Chamber of Commerce of both
Basel**

Association of industrial, commercial and
service companies in Basel-Stadt and
Baselland

St. Jakobs-Strasse 25, P.O. Box, 4010
Basel

Tel.: 061 270 60 60

E-mail: info@hkbb.ch

Contact: Andreas Meier

**WIRTSCHAFTSKAMMER
BASELLAND**

Baselland Chamber of Commerce

Umbrella organisation for SMEs from
trade, commerce, services and industry
House of Economy

Hardstrasse 1, 4133 Pratteln

Tel.: 061 927 64 64

E-mail: info@kmu.org

Contact: Tobias Eggimann

arb

Angestelltenvereinigung Region Basel

Employees' Association Basel Region

Steinentorstrasse 13, P.O. Box 223, 4010
Basel

Tel.: 061 261 45 45

E-mail: info@arb-basel.ch

Contact: Regula Steinemann

**kaufmännischer
verband**

*gemeinsam sind wir zukunft.
basel*

Basel Commercial Association

Aeschengraben 15, 4051 Basel

Tel.: 061 271 54 70

E-mail: info@kvbasel.ch

Contact: Carlo Leone-Eicher, Andreas
Roth

**kaufmännischer
verband**

*gemeinsam sind wir zukunft.
in baselland.*

Baselland Commercial Association

Gestadeckplatz 8, 4410 Liestal

Tel.: 061 926 70 10

E-mail: info@kfmv-baselland.ch

Contact: Urs Hofmann, Christine Mangold

Collective Labour Agreement for the Service Sector in the Basel Region, in particular for Commercial Employees

Between

Basel Region Employers' Association

Basel Chamber of Commerce of both Basel

Baselland Chamber of Commerce

and

Employees' Association Basel Region

Basel Commercial Association

Baselland Commercial Association

the following collective labour agreement has been concluded.

Table of Contents

Preamble	1
General Provisions	1
Art. 1 Purpose	1
Art. 2 Scope of Application	1
Art. 3 Connection.....	2
Art. 4 Unrestricted Obligation to Keep the Peace	2
Art. 5 Freedom of Association	2
Art. 6 Equal Opportunities for all Employees.....	2
Art. 7 Joint Commission	2
Art. 8 Individual Disputes.....	3
Art. 9 Collective Disputes	3
Art. 10 Sanctions of the Contractual Arbitration Tribunal	3
Art. 11 Costs of the Contractual Arbitration Tribunal.....	3
Art. 12 Right of Control.....	4
Art. 13 Enforcement Costs	4
Labour Contract Provisions	4
Start and Termination of the Employment Relationship	4
Art. 14 Delivery of the Contract	4
Art. 15 Probationary Period	4
Art. 16 Cancellation.....	4
Art. 17 Protection against Dismissal.....	5
Art. 18 Dismissals and Short-time Working for Economic Reasons	5
Art. 19 Mergers and other Transfers.....	5
Art. 20 Salary Payment in the Event of Death	6
General Rights and Obligations	6
Art. 21 Protection of Personal Data	6
Art. 22 Co-Determination.....	6
Art. 23 Education and Training	6
Art. 24 New Technologies.....	7
Art. 25 Acceptance of Office	7
Art. 26 Duty of Care and Loyalty	7
Art. 27 Employment for Social Reasons.....	7
Art. 28 Equality	8
Art. 29 Prohibition of Discrimination and Protection of Privacy.....	8
Art. 30 Compatibility of Family and Career.....	8

Work and Leisure Time	8
Art. 31 Working Hours	8
Art. 32 Flexibilisation of Working Hours.....	9
Art. 33 Overtime	9
Art. 34 Holiday Entitlement.....	9
Art. 35 Maternity Leave	10
Art. 36 Leave of the Other Parent.....	11
Art. 37 Entitlement to Additional Daily Compensation in the Event of the Mother's Death	11
Art. 38 Entitlement to Additional Daily Compensation in the Event of the Death of the Other Parent.....	11
Art. 39 Adoption Leave	11
Art. 40 Leave for the Care of Relatives (329h CO).....	12
Art. 41 Care Leave for Seriously Ill Children (329i CO).....	12
Art. 42 Public Holidays	12
Art. 43 Non-working Days	12
Art. 44 Paid Absences	12
Remuneration	13
Art. 45 Salaries and Salary Adjustments	13
Art. 46 Recommended Compensation for Apprentices.....	13
Art. 47 Teaching Aids and School Materials of the Vocational and Professional School.....	13
Art. 48 Child Allowances.....	14
Continued Payment of Wages if Unable to Work.....	14
Art. 49 Illness and Pregnancy	14
Art. 50 Maternity Compensation	14
Art. 51 Compensation for the other parent's leave	14
Art. 52 Compensation for Adoption.....	14
Art. 53 Compensation for the Care of a Child with a Severe Health Impairment....	15
Art. 54 Collective Daily Sickness Benefits Insurance	15
Art. 55 Accident	15
Art. 56 Employers' Duty to Inform.....	16
Art. 57 Military Service and Alternative Civilian Service	16
Final Provisions.....	17
Art. 58 Recognition of Equivalent Regulations	17
Art. 59 Duration of Contract.....	17

Art. 60 Review of the Collective Labour Agreement	17
Appendix I	19
Co-Determination of Employees in the Company	19
I. Co-Determination in the Personal Work Area	19
II Employee Representation	19
III Discussion of Participation Issues.....	20
Appendix II	21
Avoidance of Social Hardship in the Event of Redundancies and Short-time Working for Economic Reasons	21
1. Short-time working	21
2. Redundancies	21
Appendix III	23
Benefits of the Collective Per Diem Indemnity for Sickness Insurance.....	23
Declaration of Recognition	25

Preamble

In the interest of

- the maintenance of industrial peace,
- the promotion of good relations between employers and employees, and
- fostering cooperation between the contracting associations

the contracting parties acknowledge each other as being responsible for the treatment and regulation of the working conditions of commercial employees and other groups of employees.

General Provisions

Art. 1 Purpose

This collective labour agreement regulates the mutual rights and obligations of the contracting parties as well as the minimum working conditions of the employees and junior staff subject to it.

Art. 2 Scope of Application

1. The contract is binding for the aforementioned associations and companies that sign it, as well as for the trained commercial employees, trained, semi-skilled and unskilled office staff, trainees and junior commercial staff employed by these companies, subject to the mandatory provisions of the apprenticeship contracts. By written notification in the declaration of subordination for the attention of the contracting parties, the companies can
 - a) limit the territorial scope of the agreement to individual cantons or to one canton;
 - b) extend the personal scope of application to employees who are not commercial employees within the meaning of Art. 2 clauses 2 to 6, e.g. commercial-technical employees, employees in commercial, IT, planning and advertising companies and sales staff.

The declaration of subordination must specify the employees or groups of employees to whom the scope of the agreement is extended.

The declaration of subordination must be addressed to the Basel Region Employers' Association.

2. Trained commercial employees within the meaning of this contract are employees who
 - a) have passed a commercial apprenticeship with a federal final apprenticeship examination, or
 - b) can prove that they have attended a federally recognised commercial school for at least three years and obtained a diploma.
3. Trained office staff are employees who have passed an office apprenticeship with a federal apprenticeship examination.

4. Semi-skilled office staff are employees who regularly carry out office work that requires specific professional skills.
5. Unskilled office staff are employees who regularly carry out office work.
6. The following are considered commercial trainees:
 - a) apprentices who are completing an apprenticeship as a commercial or office employee in accordance with the provisions of the Federal Vocational and Professional Education and Training Act;
 - b) employees with whom another training contract, but not an apprenticeship contract, has been concluded.
7. This agreement also applies to those employees who can provide proof of training recognised as equivalent by the Joint Commission.
8. However, the contract is not applicable:
 - a) to employees who work less than 20 % of a full-time workload on a monthly average;
 - b) to employees who are expressly hired as temporary staff during the first two months of the temporary employment relationship.

Art. 3 Connection

Companies that are not members of the contracting employer organisations may join the agreement with the consent of all contracting parties.

Art. 4 Unrestricted Obligation to Keep the Peace

The contracting parties undertake to maintain industrial peace and, if necessary, to exert influence on their members to maintain it. The unrestricted obligation to maintain peace also applies to the individual employers and their employees.

Art. 5 Freedom of Association

Freedom of association is guaranteed. Employees must not suffer any disadvantage as a result of belonging or not belonging to a professional association or as a result of loyal activity as a representative of a professional association or as a member of a staff representative body.

Art. 6 Equal Opportunities for all Employees

The contracting parties shall promote equal opportunities for all employees. If necessary, they shall discuss issues arising in this context within the Joint Committee.

Art. 7 Joint Commission

1. In order to promote cooperation and ensure the implementation of this agreement, the contracting parties shall appoint a permanent Joint Commission consisting of six members each from the employer and employee sides. The Joint Commission shall constitute itself and meet at least once a year.
2. The Joint Commission shall deal with all issues arising from individual or collective disputes under this agreement. In particular, it has the task of working towards an

amicable agreement in the event of disputes regarding the interpretation and implementation of the agreement.

3. Appeals to the Joint Committee are optional for individual disputes and mandatory for collective disputes. The party referring a dispute to the Joint Committee must submit a written and reasoned application.
4. Resolutions can only be passed with a three-quarter majority.

Art. 8 Individual Disputes

In the event of disputes arising from the individual employment relationship, each party is entitled to take ordinary legal action, regardless of whether or not recourse has been made to the Joint Committee.

Art. 9 Collective Disputes

1. If a decision is reached by the Joint Commission in the event of disputes between the contracting organisations, the wholly or partially unsuccessful party may appeal to the contractual arbitration tribunal. However, if no decision is reached by the Joint Commission, either party may appeal to the contractual arbitration tribunal.
2. An appeal to the contractual arbitration tribunal must be submitted to the president of the Joint Commission within 10 days with a written and reasoned request. The time limit begins with the written notification of the Joint Commission's decision.
3. The contractual arbitration tribunal shall consist of two members and a president. Each party group has the right to appoint an arbitrator. These arbitrators shall appoint the president of the contractual arbitration tribunal.
4. If no agreement can be reached within a reasonable period of time, the president of the Cantonal Court of the Canton of Basel-Landschaft shall appoint the chairman or chairwoman of the contractual arbitration tribunal.
5. The contractual arbitration tribunal shall determine the procedure itself. Its decisions are final and binding.

Art. 10 Sanctions of the Contractual Arbitration Tribunal

1. The contractual arbitration tribunal may impose a contractual penalty on the offending party and order it to pay compensation for the damage caused by the breach of contract.
2. Contractual penalties shall be paid into a fund of the Joint Commission, which is to be used for the implementation of this agreement and, insofar as the funds are sufficient, for the promotion of vocational and professional education and training. The right to demand payment into the fund of the Joint Commission shall accrue to each individual contracting party as a joint and several creditor.

Art. 11 Costs of the Contractual Arbitration Tribunal

The contractual arbitration tribunal shall decide on the allocation of costs in accordance with the outcome of the dispute.

Art. 12 Right of Control

The contracting parties are authorised to monitor compliance with this agreement. The Joint Commission shall decide on the procedure in individual cases, whereby it may exercise control either through its own bodies or through bodies authorised by it.

Art. 13 Enforcement Costs

1. The contracting parties shall charge the companies an appropriate contribution to cover the costs incurred in negotiating and implementing this agreement. The annual contribution to implementation costs is divided into a basic contribution of CHF 40.00 per company and a per capita contribution of a maximum of CHF 10.00 per person employed in accordance with Art. 2 clause 1.
2. The details, in particular the distribution of funds between the contracting parties, shall be determined by regulations to be issued by the Joint Commission.

Labour Contract Provisions

Start and Termination of the Employment Relationship

Art. 14 Delivery of the Contract

The companies shall bring the agreement to the attention of their employees. They include a reference to the collective labour agreement in a suitable form in the individual employment contract or in the company's own employment regulations or reproduce the content of the CLA in these.

Art. 15 Probationary Period

1. Unless otherwise agreed, the first 3 months of the employment relationship shall be deemed to be a probationary period. Any deviating provisions must be agreed in writing (Art. 335b of the Code of Obligations of 30 March 1911 [CO]; Obligationenrecht, SR 220).
2. If the probationary period is effectively shortened due to illness, accident or fulfilment of a not voluntarily assumed legal obligation, the probationary period will be extended accordingly.

Art. 16 Cancellation

1. The mutual period of notice is:
 - during the probationary period:

7 days on any date
 - at the end of the probationary period at the end of each calendar month:

in the first year of service	1 month
from the second year of service	2 months
from the tenth year of service	3 months
from the age of 50 and after at least 5 years of service	5 months

These deadlines may be set differently by written agreement but may not be set at less than one month.

2. The employment relationship may be terminated without notice by either party at any time for good cause in accordance with Art. 337 CO.
3. When dismissing long-serving older employees for performance or behavioural reasons, employers must take account of an increased duty of care in accordance with the applicable Federal Supreme Court case law. It is recommended that these employees be informed and consulted before a dismissal is announced and that solutions for maintaining the employment relationship be sought or a probationary period agreed.
4. If the employment relationship is terminated for economic reasons or a corresponding intention is announced, shorter notice periods may be agreed for employees by written or verbal agreement.
5. The dismissal must be justified in writing if the contracting party to whom it is addressed so requests.

Art. 17 Protection against Dismissal

1. The provisions of Art. 336c CO apply with regard to protection against dismissal during military service, civil defence service, alternative civilian service, during an absence from work due to illness or accident, during pregnancy, after childbirth, during care leave or in the event of an ordered relief operation abroad.
2. If the company terminates the employment relationship and the employee is entitled to the leave of the other parent within the meaning of Art. 329g CO before the end of the employment relationship, the notice period shall be extended by the days of leave not yet taken.

Art. 18 Dismissals and Short-time Working for Economic Reasons

1. The statutory provisions (Art. 335d to k CO) shall apply to collective redundancies. In addition, the contracting parties recommend that employers comply with Appendix II concerning the avoidance of social hardship in the event of redundancies and short-time work for economic reasons.
2. All companies, regardless of the number of employees or the number of redundancies, are recommended to pay particular attention to cases of social hardship and to prevent or mitigate these as far as possible. Accordingly, the recommendations in Appendix II should be followed by analogy.

Art. 19 Mergers and other Transfers

1. If the employer transfers the business or part of the business to a third party, the employment relationship with all rights and obligations is transferred to the acquirer on the date of the business succession, provided the individual employees do not reject the transfer.
2. The acquirer may terminate the employment relationship that has lasted for more than one year at the earliest at the end of the sixth month from the date of transfer.
3. The acquirer must honour this contract for at least one year, unless the contract expires earlier or ends as a result of termination.

4. The company must inform the employee representative body or, if there is no such body, the employees in good time before the transfer of the business is completed:
 - a) about the reason for the transition;
 - b) about the legal, economic and social consequences of the transition for employees.

If measures affecting the employees are intended as a result of the transition, the employee representative body or, if there is no such body, the employees must be consulted in good time before the decision is taken.

5. Furthermore, Art. 333 CO applies.

Art. 20 Salary Payment in the Event of Death

In addition to the statutory salary payment obligation pursuant to Art. 338 CO, the company must pay the salary for a further month if the deceased employee leaves a spouse or underage children or, in the absence of such heirs, other persons to whom he or she has fulfilled a duty of support, and provided the surviving dependant have no legal entitlement to benefits from an employee benefit scheme.

General Rights and Obligations

Art. 21 Protection of Personal Data

Employers may only process data about employees if it relates to their suitability for the employment relationship or is necessary for the performance of the employment contract. Furthermore, the provisions of the Federal Act of 25 September 2020 on Data Protection (FADP; Datenschutzgesetz, SR 235.1) apply.

Art. 22 Co-Determination

1. In the operational area, the employees or - where available - the employee representatives are entitled to the information and co-determination rights in accordance with Art. 9 and 10 of the Federal Act of 17 December 1993 on the Information and Co-determination of Employees in Companies (Co-Determination Act; Mitwirkungsgesetz, SR 822.14).
2. Employers shall also promote the co-determination of employees within the meaning of Appendix I on the promotion of employee co-determination in the company.
3. The appointment of any employee representatives is governed by the relevant provisions of the Co-Determination Act (Art. 3, 5 and 6). Unless otherwise agreed in the company between the employer and employee sides, the employees form their own constituency.

Art. 23 Education and Training

1. Vocational and professional education and further training in compliance with the principle of equal treatment of employees is a central concern of the social partners, which is in the interest and responsibility of both employers and employees.

2. Employers shall support and promote initial and continuing vocational and professional education and training, particularly in the introduction and application of new technologies in the context of technical development at company level (cf. Art. 24). They also support and promote initial and continuing vocational and professional education and training by enriching¹ or expanding² the area of responsibility and through targeted training in the workplace³. Further measures are recommended: Advancement interviews and career counselling, internal further training programmes and courses, participation in external further training institutions, time off work and partial or full coverage of training and further training costs.
3. If the employers release the employees from work or contribute to their training and further education costs, the employers may oblige the employees to remain in their service for a reasonable period of time.
4. Employees are encouraged to further develop their personal and professional qualifications, including through private initiative.
5. Employers shall inform employees in an appropriate manner about internal and external training and further education programmes.

Art. 24 New Technologies

The contracting parties are generally in favour of the introduction and use of new technologies in the administrative and office sector. They recommend that employers not only provide employees or their representatives with timely and comprehensive information and training when introducing new technologies, but also allow them to participate appropriately in the organisation of workplaces and work processes.

Art. 25 Acceptance of Office

The acceptance of public offices and functions in a professional association requires the consent of the employer if they lead to absences from work. Consent must be granted if there are no important reasons for not doing so. No salary is deducted when such functions are performed during working hours, provided the company does not incur any expenses.

Art. 26 Duty of Care and Loyalty

Employees must carry out the work assigned to them to the best of their knowledge and safeguard the interests of the company. The instructions of their superiors must be followed conscientiously. Employees must treat the material entrusted to them with care. They are obliged to maintain confidentiality about the business transactions known to them.

Art. 27 Employment for Social Reasons

The contracting parties recommend that employers employ people with a performance impairment or employees who are difficult to place as far as possible.

¹ Job enrichment.

² Job enlargement.

³ On the job.

Art. 28 Equality

1. Employers shall promote equal opportunities in accordance with the Federal Act of 24 March 1995 on Gender Equality (GEA; Gleichstellungsgesetz, SR 151.1). To this end, employers are recommended in particular to promote professional development and further training and to facilitate re-entry into the traditional profession or into a new profession.
2. All employees who perform equivalent work and have equivalent training and professional experience are entitled to equal pay for equivalent functions and performance.

Art. 29 Prohibition of Discrimination and Protection of Privacy

Employers and employees work together to create a climate of personal respect and trust through open communication in the company that can prevent abuse, assault, sexual harassment, bullying and discrimination based on origin, gender, sexual identity and orientation, behaviour, actions, language, images, etc.

Art. 30 Compatibility of Family and Career

1. The contracting parties shall endeavour to achieve a better work-life balance. If necessary, they shall discuss issues arising in this context within the Joint Commission.
2. Employers shall support and promote structures that make it easier for employees to fulfil their family and professional obligations simultaneously in an appropriate manner. To this end, the following additional measures in particular may be taken within the framework of company-specific circumstances:
 - Introduction of flexible and partnership-based work organisation and working time models, also for members of management
 - Granting of additional paid or unpaid maternity leave or leave of the other parent
 - Granting of additional paid or unpaid care days
 - Establishment of own or participation in external childcare facilities
 - Informing employees about existing childcare options
 - Supporting employees in their search for suitable childcare facilities

Work and Leisure Time

Art. 31 Working Hours

1. The normal weekly working time may not exceed 41 hours on an annual average. The regulations for sales personnel and on the flexibilisation of working hours (Art. 32) remain reserved.
2. Working time lost for the reasons set out in Art. 11 of the Federal Act of 13 March 1964 on Work in Industry, Trade and Commerce (Labour Act; Arbeitsgesetz, SR 822.11) may be compensated to the conditions and restrictions set out in the Act.

Art. 32 Flexibilisation of Working Hours

1. The weekly working time may be freely determined within the framework of flexible working time arrangements, subject to the provisions of the Labour Act; however, the average weekly working time specified in Art. 31 clause 1 must be adhered to. Changes to working hours must be announced to employees in good time. Emergencies and other unforeseeable urgent circumstances are reserved.
2. The weekly working time may be increased by a maximum of one hour per week for the entire company or for individual parts of the company, taking into account operational requirements, provided that the employees concerned are granted corresponding compensation in the form of time off. An increase in weekly working hours of one hour per year corresponds to an additional entitlement to one working week's free time. Compensation in the form of time off is to be granted at least on a daily basis. The company shall determine the time at which the time off is taken, taking into account the wishes and interests of the employees. Furthermore, Art. 34 clauses 5, 7 and 8 (holiday entitlement) and Art. 42 clause 2 (public holidays) apply analogously.

Art. 33 Overtime

1. If it becomes necessary to work overtime compared to the agreed or customary amount of work, employees are obliged to do so to the extent that they are able to do so and can be reasonably expected to do so in good faith.
2. An entitlement to remuneration for overtime work only exists if this has been expressly ordered or subsequently authorised.
3. Overtime work should, where possible, be compensated by time off of the same duration. If time off in lieu is not possible, the salary for overtime work up to and including 43 hours per week shall be paid without a supplement. For work in excess of 43 hours per week that is not compensated by time off in lieu, the supplement shall be at least 25 %. The provisions of the Labour Act apply to work on Sundays, public holidays and at night.
4. In the case of overtime in a part-time employment relationship, there is an entitlement to a wage supplement of 25 % only if the hours worked and overtime exceed 43 hours per week.
5. Clauses 2, 3 and 4 above do not apply to employees who perform a higher managerial, scientific or independent artistic activity.

Art. 34 Holiday Entitlement

1. The holiday entitlement is based on a 5-day week and full-time employment:

– at minimum	20 working days
– for young people up to the age of 20 and during their apprenticeship	25 working days
– from the calendar year in which someone reaches the age of 40	21 working days
– reaches the age of 41	22 working days
– reaches the age of 42	23 working days
– reaches the age of 43	24 working days

- reaches the age of 44
- reaches the age of 60

25 working days
30 working days

The above rates increase accordingly for a 6-day week.

2. If the structures and size of the company and its economic performance permit, the social partners recommend that young people up to the age of 20 and during the apprenticeship be granted 30 days' holiday per year in the interests of promoting dual vocational and professional education and training and making it more attractive.
3. If the structures and size of the company and its economic performance permit, the social partners recommend granting employees 25 days' holiday per year in the interests of promoting job attractiveness. Holiday entitlements of up to 25 days in accordance with the scale in Art. 34 clause 1 are not to be counted cumulatively.
4. The company shall determine the date of the holidays, taking into account the wishes and interests of the employees. Employees must be notified of the start of holidays at least two months in advance. A shortening of this period requires the consent of the employees.

At least one holiday of 2 weeks in a row must be granted.

5. If employees fall ill or have an accident during their holidays, the days of total incapacity for work certified by a doctor shall not count as holiday days. Employees must inform the company immediately, send it the medical certificate and ask when the lost holiday days can be taken.
6. If employees are prevented from performing their duties through no fault of their own, such as illness, accident, fulfilment of legal obligations or performance of a public office, their holidays may be reduced by one twelfth for each full month from and including the second month of absence. In the event of absence due to pregnancy, the reduction may only be made from and including the third month.
The contractual holiday entitlement is not reduced for the duration of maternity leave pursuant to Art. 329f CO, leave taken by the other parent pursuant to Art. 329g CO, care' leave pursuant to Art. 329i CO or adoption leave pursuant to Art. 329j CO.
7. If employees are still entitled to holidays at the time of termination, these must be granted before the end of the employment relationship if possible. Otherwise they shall be paid the salary due for the days of holiday not taken.
8. If the employee terminates the employment relationship after taking holidays or if the employment relationship is terminated without notice after taking holidays due to the employee's fault, the company may demand reimbursement of the salary paid for those days which it would not have been obliged to grant.

Art. 35 Maternity Leave

1. Statutory maternity leave of 14 weeks is granted from the date of birth (Art. 329f CO). Maternity leave begins with the birth of the child and generally ends 98 days (14 weeks) after it begins.

2. The continued payment of salary is governed by Art. 50 (Maternity Compensation).
3. Employers shall endeavour to enable employees to continue working in the same or a comparable position at a reduced level of employment after returning from maternity leave if this is desired. The prerequisite is that a suitable job is available in the company at the relevant time. No legal entitlement can be derived from this.

Art. 36 Leave of the Other Parent

1. Working fathers, or the employee who is the legal other parent at the time of the birth of the child, are granted two weeks' leave on the basis of Art. 329g CO. The leave can be taken in agreement with the company within 6 months of the birth of the child, in one go or spread over individual days. If the leave is not taken within 6 months, the entitlement lapses.
2. Compensation for the other parent's leave is governed by Art. 51 (compensation for the other parent's leave).

Art. 37 Entitlement to Additional Daily Compensation in the Event of the Mother's Death

1. If the mother dies on the day of confinement or during the 97 days thereafter, the other parent shall be granted an additional 98 daily compensations based on Art. 16k^{bis} of the Federal Act of 25 September 1952 on Compensation for Loss of Earnings (Compensation Act; Erwerbsersatzgesetz, SR 834.1). These daily allowances must be drawn on consecutive days.
2. Entitlements and compensation for additional daily compensations in the event of the mother's death are governed by the relevant provisions of the Compensation Act.

Art. 38 Entitlement to Additional Daily Compensation in the Event of the Death of the Other Parent

1. If the other parent dies during the 6 months following the birth of the child, the mother is entitled to an additional 14 daily allowances based on Art. 16c^{bis} Compensation Act. These daily compensations can be drawn within a framework period of 6 months from the day after the death.
2. Entitlements and compensation for additional daily compensations in the event of the death of the other parent are governed by the relevant provisions of the Compensation Act.

Art. 39 Adoption Leave

1. If the employee takes in a child for adoption, he or she is entitled to two weeks' adoption leave if the requirements of Article 16t of the Compensation Act are met. The adoption leave must be taken within the first year after the child is adopted. It can be taken by one parent or divided between the parents. It cannot be taken simultaneously. Adoption leave can be taken on a weekly or daily basis in consultation with the company.
2. The compensation is based on Art. 52 (compensation for adoption).

Art. 40 Leave for the Care of Relatives (329h CO)

In accordance with Art. 329h CO, employees are granted paid leave for the time required to care for a sick family member or partner. The duration of the leave is a maximum of 3 days per sickness event. If the illness lasts longer, the leave for this event still ends after 3 days. The holiday entitlement is limited to a total of 10 days per year in accordance with Art. 329h CO. Proof must be provided by means of a medical certificate that a family member or partner is ill.

Art. 41 Care Leave for Seriously Ill Children (329i CO)

1. Working parents are granted 14 weeks' leave to care for a child whose health is seriously impaired due to illness or accident. The entitlement to carer's leave only exists if the employee is entitled to carer's compensation in accordance with the Compensation Act. Parents of a minor child with a serious health condition are entitled to this leave. The child relationship pursuant to Art. 252 of the Swiss Civil Code of 10 December 1907 (CC; Schweizerisches Zivilgesetzbuch, SR 210) applies, i.e. the marital status of the parents is irrelevant.
2. Compensation for carers' leave for seriously ill children is governed by Art. 53 (compensation for the care of a child with a severe health impairment).

Art. 42 Public Holidays

1. In the cantons of Basel-Stadt and Basel-Landschaft, the following days are public holidays:

New Year's Day, Good Friday, Easter Monday, 1 May, Ascension Day, Whit Monday, 1 August, Christmas Day (25 December), St Stephen's Day (26 December).
2. Public holidays falling within the holidays do not count as holidays.
3. On the eve of public holidays, work ends 1 hour before the normal closing time, but no later than 4.00 pm. Equivalent flexitime systems laid down in writing and other provisions for sales staff remain reserved.

Art. 43 Non-working Days

1. During the Basel Carnival, either Monday or Wednesday or the afternoons of Monday and Wednesday are work-free. The lost working hours must be compensated for these days or half days off.
2. Art. 43 clause 1 shall not apply to employees who are not employed in the Canton of Basel-Stadt if other regulations are customary at the place of work.

Art. 44 Paid Absences

In the following cases, no salary deduction is made for the lost working hours and no holiday entitlement is credited:

- | | |
|---|--------|
| – Own wedding | 2 days |
| – Wedding of family members
(parents, siblings, own children, grandchildren) | 1 day |

- | | |
|--|----------------------------------|
| – Care or organisation of care for sick children of employees with family responsibilities on presentation of a medical certificate | up to 3 days per case of illness |
| – Death of the life partner, children, parents and other close relatives living in the same household as the employee concerned from the date of death until after the funeral has taken place | up to 3 days |
| – Death of other relatives or close acquaintances, participation in the funeral | up to 1 day |
| – Military recruitment | Required time |
| – Military inspection and release from compulsory military service | up to 1 day |
| – Change of residence with own household | 1 day |
| – Higher professional examinations, public or state-subsidised school examinations | up to 6 days |

Remuneration

Art. 45 Salaries and Salary Adjustments

1. The salary is determined individually between the employer and employee and reviewed periodically according to the circumstances. When setting and adjusting wages, particular account should be taken of training, position in the company, professional qualifications and performance, the economic situation of the company, the labour market situation and changes in the cost of living.
2. The salary recommendations of the Swiss Commercial Association serve as a guide for salary assessment.

Art. 46 Recommended Compensation for Apprentices

The social partners refer to the current recommendations of the Swiss Commercial Association regarding the determination of compensation for apprentices in the commercial and retail sectors.

If there are no sector-specific employment conditions for apprentices in other sectors, the current recommendations of the Swiss Commercial Association can also be used.

Art. 47 Teaching Aids and School Materials of the Vocational and Professional School

1. The costs for the compulsory teaching materials of the vocational and professional school and the material fees charged by the vocational and professional school shall be borne by the training company.
2. The vocational and professional schools shall determine the corresponding rates after consulting the contracting parties.

Art. 48 Child Allowances

Entitlement to child, education and any other family allowances is governed by the relevant cantonal legislation at the place of work. Employers must fulfil these as a minimum.

Continued Payment of Wages if Unable to Work

Art. 49 Illness and Pregnancy

1. In the event of temporary absence from work through no fault of their own as a result of illness or pregnancy, employees are entitled to continued payment of salary (100 % of salary) from the start of the employment relationship:

Effective service	Continued payment of wages
in the 1st year of service	1 month,
of which during the probationary period	1 week per month
after 1 year of service	2 months
After 3 years of service	3 months
after 7 years of service	4 months
after 11 years of service	5 months
after 15 years of service	6 months
after 19 years of service	7 months
after 24 years of service	8 months

2. Employers have the right to request a medical certificate. In addition, they may request an assessment of the incapacity for work by a medical examiner designated by them at their own expense.
3. Any daily compensations or other salary replacement benefits from compulsory insurance can be deducted from the salary by the employer, as can benefits from voluntary insurance, provided that the employer pays at least half of the premium.

Art. 50 Maternity Compensation

Irrespective of the entitlement under Art. 49, employees are entitled to at least 14 weeks' maternity leave with continued payment of salary amounting to 80% of the salary or 80% of the maximum insurable salary in accordance with the Compensation Act from the date of confinement. All entitlements to maternity compensation and maternity leave are governed by the statutory provisions of the CO and the Compensation Act.

Art. 51 Compensation for the other parent's leave

Compensation for the leave of the other parent is paid as a daily compensation and amounts to 80% of the salary or 80% of the maximum insurable salary in accordance with the Compensation Act. The leave and its compensation are based on the statutory provisions of the CO and the Compensation Act.

Art. 52 Compensation for Adoption

The adoption compensation is paid as a daily compensation and amounts to 80% of the average salary or 80% of the maximum insurable salary in accordance with the

Compensation Act. Adoption leave and its compensation are based on the statutory provisions of the CO and the Compensation Act.

Art. 53 Compensation for the Care of a Child with a Severe Health Impairment

Care leave for a child with a serious health impairment due to illness or accident is paid as a daily compensation and amounts to 80% of the average salary or 80% of the maximum insurable salary in accordance with the Compensation Act. The care leave of a child whose health is seriously impaired due to illness or accident and its compensation are governed by the statutory provisions of the CO and the Compensation Act.

Art. 54 Collective Daily Sickness Benefits Insurance

1. Employers are recommended to insure themselves and their employees against the financial consequences of incapacity for work due to illness. The insurance solution must be contractually agreed with the employees to be insured. Appendix III contains an example of standard market insurance cover.
2. Employees must pay a maximum of half of the premium. The same premium rate applies to all employees.
3. During the waiting period for daily sickness benefits insurance, the employee's salary entitlement is calculated according to the scale in Art. 49 clause 1.
4. If insurance cover is interrupted after the birth, the employee's salary entitlement shall be calculated in accordance with Art. 50 for the duration of the maternity compensation.
5. Employers must inform their employees about the main content of the insurance contract (e.g. amount of daily benefits, waiting periods, start and end of insurance cover, direct entitlement to benefits for employees, right of withdrawal, etc.) and any changes to it, as well as any cancellation of the contract. The necessary documents are provided to employers and employees by the insurance company.
6. Daily sickness benefits insurers may make special provisions for cross-border commuters (e.g. no right to transfer to individual insurance after termination of employment). The necessary information will be provided to employers and employees by the insurance company.

Art. 55 Accident

1. In the event of an accident, employers must pay employees at least the benefits of the mandatory accident insurance. If these benefits are less than 80 % of the salary, the employer must also pay the difference between the insurance benefits and 80 % of the salary for the limited period in accordance with the scale in Art. 49 clause 1 (except in the case of a reduction in insurance benefits due to personal negligence).
2. During the two waiting days for accident insurance, the employer pays 100 % of the salary.

Art. 56 Employers' Duty to Inform

Employers are obliged to provide employees with comprehensive information about their salary entitlement and insurance cover in the event of illness, pregnancy, confinement and accident when they take up employment.

Art. 57 Military Service and Alternative Civilian Service

1. In the event of compulsory Swiss military service, military women's service, civil defence service or civilian alternative service, the following compensation for loss of salary shall be paid, provided the employment relationship has lasted at least three months:

- | | |
|-------|--|
| 100 % | during the refresher course and similar services |
| 80 % | to married persons and single and divorced persons who are obliged to provide support, provided that the obligation to provide support is recognised by the competent compensation fund, during recruitment, recruit school, training and promotion services |
| 70 % | to single and divorced persons during recruitment and recruit school |
| 80 % | to single and divorced persons during training and promotion services (e.g. for those serving through) |

The benefits under the income compensation scheme are offset against this compensation.

2. Salary payments in excess of the benefits under the Compensation Act must be reimbursed to the employer
- if, in the case of an absence from work of more than 4 weeks, the employee terminates his/her employment relationship within 6 months of the end of the period of service;
 - if, in the case of an absence from service of more than 5 months within 540 days (e.g. for those serving through), the employee terminates his/her employment relationship before 2 years have elapsed;
 - if the company has to terminate the employment relationship within 6 months of the end of the period of service for good cause for which the employee is responsible.

Compensation already paid can be offset against the current salary.

By written agreement, the due dates for compensation payments for loss of salary can be postponed by the portion exceeding the benefits of the loss of earnings compensation scheme.

A more favourable arrangement for the employee(s) can be agreed in writing.

3. Military service is credited towards holiday entitlement in accordance with Art. 34 clause 6. in any case, there is a minimum holiday entitlement of one week.
4. No employee may be dismissed for compulsory military service in Switzerland. Upcoming military service should not be an obstacle to employment.

5. The contracting parties are in favour of the absolute equality of those subject to military service in the allocation of posts.

Final Provisions

Art. 58 Recognition of Equivalent Regulations

In justified cases, the Joint Commission may recognise an internal company regulation that goes less far than this agreement in individual points, provided that this regulation is at least equivalent overall and set out in writing.

Art. 59 Duration of Contract

1. This agreement shall enter into force on 1 January 2025. It may be terminated by a contracting association by registered letter at the end of the year, at the earliest at the end of 2028, subject to six months' notice. The terminating association must submit its proposals for amendments to any renewal of the agreement no later than two months after termination.
2. Any revisions to the contract may be requested by the contracting associations at any time.
3. The associations and companies party to the agreement may terminate it by giving six months' notice by registered letter to the contracting associations at the end of the year, at the earliest at the end of 2028. Notices of cancellation must be sent to the Basel Region Employers' Association.
4. When a new agreement comes into force, the companies subject to the previous agreement shall be deemed to have acceded to the newly concluded agreement unless they declare by registered letter to the Basel Region Employers' Association within two months of receiving the new wording that they do not wish to accede to the agreement.

Art. 60 Review of the Collective Labour Agreement

The social partners review the provisions of the collective labour agreement periodically every three years to ensure that they are up to date.

Basel and Liestal, 1 January 2025

EMPLOYERS' ASSOCIATION BASEL REGION

B. Hauenstein, President

S. Schenker, Director

CHAMBER OF COMMERCE OF BOTH BASEL

E. Schneider-Schneiter, President

M. Dätwyler, Director

BASELLAND CHAMBER OF COMMERCE

R. Mayer, President

Ch. Buser, Director

EMPLOYEES' ASSOCIATION BASEL REGION

Ch. Plattner, President

R. Steinemann, Managing Director

COMMERCIAL ASSOCIATION BASEL

A. Felder, President

C. Leone-Eicher, Managing Director

BASELLAND COMMERCIAL ASSOCIATION

U. Hofmann, President

Ch. Mangold, Member of the Board

Appendix I

Co-Determination of Employees in the Company

The contracting parties,
with the intention to promote

- personal and professional development in the workplace
- interest in the work
- the joint responsibility
- cooperation between the company and its employees
- the working atmosphere and
- the efficiency of the company

in addition to the provisions of the Co-Determination Act recommend, that employee co-determination in the company be realised within the framework of the following principles:

I. Co-Determination in the Personal Work Area

The contracting parties assume that the objectives of co-determination are to be pursued in particular in the personal area of work. Employees must therefore be assigned clear areas of responsibility and corresponding competences and responsibilities. The areas of responsibility are to be defined in accordance with the expertise and skills and, where possible, in accordance with the interests of the employees, within the framework of the operational objectives.

II Employee Representation

1. Order

In accordance with Art. 22 of this contract, employees may appoint an employee representative in companies with more than 50 employees.

2. Area of Responsibility

The employee representatives fulfil their duties in accordance with the Co-Determination Act. In addition, it comments on matters submitted to it by the Executive Board for consultation.

3. Co-Determination

Management and employee representatives determine the areas in which the employee representatives have a right of co-determination over and above the provisions of the Co-Determination Act. This consists of the right of the employee representatives to consult on issues arising in the areas concerned before a decision is made. The employee representative body must then be informed; any decision deviating from the opinion of the employee representative body must be justified by the management.

Co-determination can relate in particular to the following areas:

- Organisation of working hours
- Breaks
- Organisation of workplaces and workflows, in particular when using new technologies

- Getting in and making up lost time
- General holiday schedule
- Holiday arrangements
- Determination of non-working days
- System of job evaluation, personal evaluation, etc.
- Suggestion scheme
- Hygienic facilities, cloakrooms, ventilation, heating, lighting
- Canteen
- Employee benefits and pension schemes
- Company and house rules

By mutual agreement, individual issues from other areas or other areas as a whole can be subject to co-determination.

4. Co-Decision

Of the areas listed under section II.3. and in other areas in general or in individual cases, areas may be designated by mutual agreement between the Executive Board and the employee representatives in which the employee representatives may participate in the decision with voting rights or on which a decision can only be made with the consent of both the employee representatives and the Executive Board.

III Discussion of Participation Issues

The contracting parties declare their willingness to jointly discuss co-determination problems within the framework of the principles laid down in this agreement at the request of a contracting association.

Appendix II

Avoidance of Social Hardship in the Event of Redundancies and Short-time Working for Economic Reasons

In an endeavour to alleviate social hardship in the event of redundancies and short-time working for economic reasons as far as possible and to promote the reintegration of the employees concerned, but in the opinion that the decision on such measures lies within the competence and responsibility of the employer, the contracting parties recommend the following:

1. Short-time working

If a significant number of employees are affected in relation to the workforce, employers who are planning to introduce short-time working for economic reasons must inform their employees, their company representatives and, if necessary, the relevant employee and employer organisations as early as possible. The information should be as comprehensive as possible and contain details of the reasons and the measures envisaged.

2. Redundancies

If a significant number of employees are affected by redundancies, a social plan must be drawn up in good time. This must set out the measures intended to mitigate the social and economic hardship of the redundancies. This includes statutory and contractual entitlements and obligations such as

- Notice periods
- Obligation to pay wages including fringe benefits that are wage components
- Occupational employee pension scheme
- Severance payment, unless replaced by vested benefits.

In addition, further services and measures should be examined within the scope of financial possibilities, such as

- Offer of other jobs in your own company in the event of partial company closure
- In-house retraining
- Additional payments in individual cases of hardship
- Assistance from the company in the job search
- Extension or, at the request of the employee, shortening of the period of notice given by the company
- Retention bonuses for employees who commit to continuing their employment relationship beyond the notice period
- Relocation facilitation
- Company flats
- Early retirement or special benefits from the employee pension scheme.

If necessary, contact with the responsible authorities is recommended.

3. Negotiations on the social plan in accordance with section 2 above shall be conducted with the relevant employee representative body and, in companies where none exists, with the employees concerned. The company and the

employee representative body or the employees concerned may request the involvement of the relevant employer and employee organisations. If the circumstances suggest it, negotiations with the relevant employers' and employees' organisations may be initiated before the employee representatives or employees are welcomed.

4. If short-time working is introduced, the same procedure must be followed.
5. The contracting parties oblige to publicly comment on measures for economic reasons only after prior consultation.
6. This appendix does not apply to companies and sectors for which similar agreements exist or are yet to be concluded.

Appendix III

Benefits of the Collective Per Diem Indemnity for Sickness Insurance

In individual cases, the information and insurance conditions issued to employers and employees by the per diem indemnity for sickness insurer apply.

Standard market insurance cover in the area of collective per diem indemnity for sickness insurance generally includes the following contents:

1. A so-called "BVG-Koordinationsdeckung" under private insurance law is customary in the market.

In the event of illness and incapacity to work due to pregnancy, 730 daily compensations are insured per insured event, minus a waiting period of at least 30 days. The amount of the daily allowance is 80 % of the salary subject to AHV contributions and depends on the degree of incapacity for work.

2. Insurance cover commences when the employee takes up the position, provided he or she is fully fit for work at this time, or when he or she take up full employment.
3. Employees who have reached AHV retirement age are entitled to daily compensations for a maximum of 180 days. The entitlement expires definitively on reaching the age of 70.
4. The insurance cover ends on the day on which the insured person leaves the employment relationship. However, this provision does not apply to an insured event that has already occurred. In this case, the insured persons are still entitled to daily compensations after leaving the employment relationship and in the event of uninterrupted incapacity for work, but for a maximum of 730 days, taking into account the daily compensations already received for the same case, provided that they do not receive at least the same cover from a new company.

The insurance can be continued voluntarily by the employees within 30 days of leaving the employment relationship in accordance with the respective insurance conditions; they pay the corresponding premium, calculated at the individual rate and based on the age of entry into the group insurance.

The insurance conditions may vary for cross-border commuters.

5. In the event of partial incapacity for work, the daily sickness compensation shall be reduced in accordance with the degree of incapacity for work. However, an entitlement to per diem indemnity for sickness only exists if the reduction in incapacity for work is at least 25 %.
6. The insured persons may not make any profit from the insurance (net salary equalisation).
7. For illnesses for which the military insurance, the federal disability insurance or the accident insurance are liable to pay compensation, there is an entitlement to per diem indemnity for sickness only to the extent that the entitlement pursuant to

section 1 above is not covered by the military insurance, the federal disability insurance or the accident insurance.

Declaration of Recognition

The undersigned confirms for the attention of the company that he/she has received a copy of the collective employment agreement for the service sector in the Basel region, especially for commercial employees, dated 1 January 2025.

He/she declares that he/she has received comprehensive information from the employer about his/her salary and insurance entitlements in the event of illness, pregnancy, confinement and accident (Art. 56).

With his/her signature, he/she recognises this contract as binding.

Place/date

Signature of the employee

Declaration of Recognition

The undersigned confirms for the attention of the company that he/she has received a copy of the collective employment agreement for the service sector in the Basel region, especially for commercial employees, dated 1 January 2025.

He/she declares that he/she has received comprehensive information from the employer about his/her salary and insurance entitlements in the event of illness, pregnancy, confinement and accident (Art. 56).

With his/her signature, he/she recognises this contract as binding.

Place/date

Signature of the employee