

organizzazione cristiano-sociale ticinese





Collective Labour Agreement for Commercial Employees in the Ticino Economy

Revised January 1, 2018

The masculine designation also applies to the feminine.

Index

AG	GENERAL RULES	3
1.	Purpose	3
2.	Area of application	3
3.	Peaceful Resolution of Work Conflicts	3
4.	Joint Commission	4
5.	Financing the CCL / Joint Fund	4
6.	Staff Commission	4
7.	Company regulations	5
8.	Promoting employment	5
9.	Collaboration between the contracting parties	5
B.	CONTRACTUAL PROVISIONS	6
B.1	BEGINNING AND CONCLUSION OF	
ΤH	E WORK CONTRACT	6
10.	The stipulation of the employment contract (Hiring)	6
11.	Trial period	6
12.	Termination of work contract	6
B.2	RIGHTS AND OBLIGATIONS OF EMPLOYEES	7
13.	Duties of due diligence and loyalty	7
14.	Professional secrecy	7
15.	Data protection	7
16.	Protection of character and health	8
17.	Continuous professional training	8
18.	Freedom to belong to an association or a public office	9
19.	Equal opportunities for gender, ethnicity and religious orientation	9
	WORK TIME AND LEISURE	10
20.	Duration of work	10
21.	Logging of work time	10
22.	Extra hours, night and Sunday work	11
23.	Length of holidays	12
24.	Public holidays	12
25.	Paid leave	13

B.4 WAGES	14
26. Salary	14
27. Minimum salaries	14
28. Interns	15
29. Children allowances	15
30. Loyalty and seniority bonuses	15
B.5 SALARY IN THE EVENT OF INABILITY TO WORK	15
31. Illness	15
32. Accidents	16
33. Pregnancy, motherhood, adoption, protection against	
dismissal and maternity leave	16
34. Remuneration during military service and civil protection	17
B.6 BENIFIT PROVISIONS	18
35. Occupational pension provisions	18
36. Compensation in the event of death	18
37. Departure indemnity	18
C FINAL PROVISIONS	20
38. Modifications and updates	20
39. Dispute resolution / Arbitration	20
40. Opting in / out	20
41. Entry into force and duration	
Annex 1 - Additional TicinoModa Agreement	22
Annex 4 – Internship Guidelines	26

A. GENERAL PROVISIONS

1. Purpose

¹The Collective Labour Agreement (CCL), according to the common will of the signatory parties i.e. The Chamber of Commerce for Industry, Crafts and Services of Canton Ticino (Cc-Ti), the trade union Organizazione Cristiano - Sociale Ticinese (OCST) and the Association of Employees for the Commerce Sector of Ticino (SIC Ticino) serves to promote, through a social partnership based on the principles of good faith, the positive development of the administrative sector in Ticino as well as the reciprocal interests of employees and employers.

² With these regulations, it is the intention to promote in particular: the social, economic and professional development of each company and its colleagues; a modern work organization; maintaining the competitiveness of Canton Ticino in a social economy; solutions of common interest between personnel in their respective sectors and vis-à-vis the governmental authorities and public opinion; a common basis for working conditions on which to develop individual work contracts; the solution of divergences through regulated procedures.

2. Area of application

¹ The current CCL (Collective Labour Agreement) is valid throughout the territory of Canton Ticino and applies to all commercial employees and apprentices (later defined as employees), working either full or part time, and companies or associations that have signed it or that have subsequently expressed that request to the Joint Commission (Commissione Paratetica).

² The application for membership in the CCL can also be sent to the Joint Commission by a trade association in the name and on behalf of the allied companies.

3. Peaceful Resolution of Work Conflicts

The signatory associations, employers and employees who are bound by the CCL respect an absolute peaceful resolution of work conflicts.

4. Joint Commission (Commissione Paratetica)

¹ In order to foster collaboration between the signatory associations, to properly interpret and supervise the application of the CCL, a Joint Commission is established comprised of four Cc-Ti representatives, two OCST representatives, two representatives from SIC Ticino and their respective substitutes. The activity of the Joint Commission is governed by the regulations which are an integral part of the CCL. The commission is self-appointed.

2 Within the scope of its authority, the Joint Commission has the power to delegate particular tasks, for example controls.

5. Financing of the CCL / Joint Fund

¹ The expenses related to the current CCL are covered by a solidarity quota paid for by employees who are subject to the area of application of the CCL. (see art. 10 Commission Regulations)

2 The collection, administration and use of these funds are governed by a special regulation which is an integral part of this contract. Any surplus funds may be used to further the profession or other collective activities decided on by the Joint Commission.

6. Staff Commission

¹ Staff commissions are formed in companies with more than 50 employees in order to promote an effective dialogue and productive internal teamwork. In companies with less than 50 employees, a staff representative can be appointed in accordance with the management. The appointment, operation and powers of the commission are governed by a specific regulation included in the CCL.

2 Personnel from administration must also be integrated in companies that have a staff commission.

3 All parties recognize and support the importance and role of staff representatives. These representtatives have a position of particular trust and shall be allowed to carry out their mandate.

7. Company Regulations

¹ Companies that have company regulations must verify that the provisions set out in them are at least equivalent to the provisions of the current CCL.

² A copy of the company regulations and any subsequent modifications must be sent to the Joint Commission.

8. Promoting employment

Aware of their responsibility towards the region, companies pay special attention to the training and the introduction of young people in their first job and to the placement of unemployed people. They also help with the recommending of apprenticeship and internship programs. At the request of the Joint Commission, they also provide data to gauge the situation and the evolution of employment in the sectors covered by the CCL.

9. Collaboration between the contracting parties

Employers have a positive attitude towards the employees' associations who are signatories of the CCL.

At the beginning of his employment each employee is given the possibility to join one the contracting trade unions.

After having communicated and with consent of the company, trade union officials have the right to access those areas where employees spend their breaks in order to present the activities and services that they provide.

B CONTRACTUAL PROVISIONS

B.1 BEGINNING AND CONCLUSION OF THE WORK CONTRACT

10. The stipulation of the employment contract

The employment relationship is governed by an individual written work contract, which specifies the conditions (beginning date, position, salary, duration of work week). The contractual provisions of the current CCL together constitute the minimum basis from which no exemptions directed towards an employee are permitted.

11. Trial period

Unless otherwise stated, the first month of work is considered as a trial period. By written agreement the trial period can be extended for up to 3 months.

12. Termination of Work Contract

¹ In the event of employment termination, the following terms must be observed:

- during the trial period: 7 days

- after the trial period, at the end of the month with a minimum notice of:

- during the first year of employment: 1 month

- from the 2nd to the 9th year of employment: 2 months
- from the 10th year of employment, or from the age of 50 with 3 years of service: 3 months.

² The termination must reach the counterpart, preferably in writing, at the latest on the last day of work preceding the start of the termination period. This is determined by the date received and not the date of the postmark. The terminating party must, at the request of the other party, motivate it in writing.

³ Protection concerning terminations is regulated by the CO. art. 336. ⁴ An employee who receives a termination letter has the right to be adequately informed about the reasons and methods of termination, in particular in the case in which the company decides on his immediate dismissal from work.

B.2 RIGHTS AND OBLIGATIONS OF EMPLOYEES

13. Duties of due diligence and loyalty

¹Employees are required to diligently carry out their assigned tasks and to loyally safeguard the legitimate interests of their employer.

² They must treat with care all their employer's machines, tools, technical installations, devices, vehicles, goods and material. Any defects and breakdowns must be immediately reported.

³ During the term of the contract, employees can not perform paid jobs in favour of third parties insofar as such work violates loyalty principles and competes with their employer.

14. Professional secrecy

¹ For the duration of the employment contract, employees must not use or disclose facts intended to remain confidential.

² Even after the termination of the contract, the obligation of discretion persists to the extent in which the former employer has a legitimate interest in it.

15. Data protection

¹Employers are committed to:

a. limiting the processing of data concerning employees to the minimum necessary;

b. restricting access to data concerning employees to those staff members who need to use them in order to perform their duties;

c. providing information about employees to persons outside the company only if the former explicitly agrees to it or if the request is legally made by a public office;

d. granting to every employee who requests it the possibility to consult his personal file, including those recorded electronic files concerning his person;

² The Federal Data Protection Act of June 19, 1992 also applies here.

16. Protection of Character and health

¹ The protection of character and health is a joint task for companies and co-workers.

² Employers must respect and protect the employee's character and have due regard for his health.

³ In accordance with the provisions of the law, employers take all necessary active measures to ensure a climate of mutual respect and tolerance in the company, free from discrimination, prejudice, harassment and damage to health.

⁴ Employees are required to implement regulations on health protection by spontaneously observing hygiene and health protection measures.

17. Continuos professional training

¹Continuous professional training is a means of consolidating competitiveness in the labour market and is in the interest and responsibility of both employers and employees.

² The planning of any particular training for the company is the responsibility of management. Management decides and plans the training measures taking into account the requests of each co-worker and his immediate supervisor.

³ For this reason, employers encourage continuous professional training and do their best to make it easier for employees to attend seminars or courses of interest to the company by granting the necessary time and financial assistance.

18. Freedom to belong to an association or a public office

The freedom to belong to an employees' association is guaranteed. Employees, likewise have the freedom to join trade unions, associations, political parties, societies and similar organizations. Whether or not one is a member a Swiss workers' organization does not create a prejudice towards employees. In particular, the defence of contractual rights can not constitute grounds for dismissal.

The involvement in a public office or the affiliation in a professional association is a right of the employee. A written agreement with the employer is only necessary in the case of lost work time. The authorization should, in principle, be granted. The performance of these duties during work time does not imply wage or holiday deductions so far as excessive indemnities are not paid or if there aren't any long absences from the workplace.

19. Equal opportunities for gender, ethnicity and religious orientation ¹ The contracting parties actively promote the fulfilment of equal opportunities. In particular, concerning gender issues: to indorse equal pay, to encourage the harmonization of work and family for both men and women, and to favour part-time work because of parenthood.

² The contracting parties support the fulfilment of equal professional opportunities for training, further education, for career opportunities and equal pay.

B.3 WORK TIME AND LEISURE TIME

20. Duration of work

¹ The customary work time for full-time employees is at most 42 hours per week calculated on a semi-annual average. For apprentices, the normal work time is 40 hours per week.

² The signatory associations recognize that opting for the introduction of a flexible work timetable system can be favourable for economic reasons or if many employees so request it. In such a case, company regulations will be defined together with employees or their representatives, taking into due account the interests of all parties. It is recommended to ensure the following framework conditions:

- the minimum and maximum duration of the work time,

- the method by which the salary is paid,

- the length of the compensation period.

21. Logging of work time

¹ The obligation to log work time is regulated by SECO (State Secretariat for Economic Affairs) according to the three documentation methods based on art. 46 LL and art. 73 OLL1.

² The Joint Commission reserves the right to verify the suitability of the most impartial models present in a company's regulations with regards to those systems dedicated to the encouragement of a balanced work life and smart work.

22. Extra hours, night and Sunday work

¹ Employees are required to work as many extra hours as they are able to and for as much as can be expected of them according to the norms of good faith and within the limits of the federal labour law.

² Extra or overtime hours are all those ordered and completed work hours above and beyond the individually agreed upon weekly work time.

³ Any extra hours not ordered, but done by the employee as deemed absolutely necessary for the running of the company, must be immediately communicated to the employer.

4 Unless otherwise stipulated in the individual written employment contract, the employer shall remunerate all ordered or clearly notified extra work hours, by paying the regular salary plus an additional 25%. In agreement with the employee, the employer can offset the normal accrued salary with a leave of absence of equivalent duration.

⁵ The additional 25% increase becomes mandatory, when the amount of the extra hours exceeds 50 hours by the end of the calendar year, being the maximum weekly work time established by law.

⁶ Sunday work is allowed only on authorization by the public authority.
⁷ For night work, at least 25% additional pay is allocated, and at least 50% for holidays.

23. Length of holidays

For each calendar year, employees are entitled to at least 4 weeks (20 working days *) of paid holiday.

Employees under 20 years of age are entitled to at least 5 weeks (25 working days *) of paid holiday. Employees who are 50 years of age and older and with at least 3 years of service in the company receive 5 weeks (25 working days *) of paid vacation.

The mid-week holidays as listed in art. 24 which fall during a paid vacation do not count as holiday days thus giving the right to be compensated.

Every year at least 2 consecutive vacation weeks must be granted (CO art. 329c paragraph 1).

* = calculated on the 5-day work week.

24. Public Holidays

¹ The following are holidays as are all Sundays: New Year's Day, Epiphany (January 6), Easter Monday, Ascension, Assumption (August 15), All Saints Day (November 1), Christmas and Boxer Day (December 26). ² August 1 is a federal public holiday (paid).

³ The following are cantonal public holidays: Saint Joseph's Day (March 19), Labour Day

(May 1), Whit Monday, Corpus Christi, St. Peter and Paul (June 29), Immaculate Conception (December 8).

⁴ There are also some half-day holidays according to local customs.

⁵ On cantonal or local holidays that do not fall on a Saturday or a Sunday, an employer can require employees to work. In this case however, the employee must be compensated in pay or given free time equivalent to at least the same duration. In any case, deductions from salary or holidays are not possible.

25. Paid leave

Employers grant leave from work without deductions from wages or vacations in the following circumstances:

 one's own marriage or registration of a registered civil partnership family wedding or wedding within the close family circ. 	le	3 days 1 day
• paternity leave, birth or adoption of a child for the pare who is not entitled to EO/MSE (IPG) compensation	nt	3 days
 death of spouse, companion (cohabitant), parents or ch death of other relatives in the close family circle 	ildren	3 days 1 day
• assistance to family members living in the same househ	old	3 days
 recruitment military inspection, discharge from military service moving house upper level or equivalent professional federal exams up for continuing professional training 	to	2 days 1 day 1 day 6 days
pursuant to art. 17	as indi	vidually
• for any activity pursuant to art. 18	agreed	upon vidually

B.4 WAGES

26. Salary

¹ Salaries are individually agreed upon between the employer and the employee. It is periodically reviewed depending on the circumstances. ² In determining an individual's salary, the employee's work performance, their position, level of responsibility, duties required at the workplace, formal education and professional training will be taken into account. The duration of the employment may also be taken into consideration. It's also possible to use the base salary calculations from the Federal Statistical Office.

³ In principle, the annual salary must be paid in 13 instalments (13 monthly payments).

27. Minimum salaries:

27.1. CHF 3'330 for a generic employee who

- Follows given directions and does not participate in any decision-making areas or in work planning.

27.2. CHF 3'600 for an operational employee who

- Performs autonomously all operational tasks entrusted in him and any other related corresponding operations for whose implementation either specific knowledge or personal or acquired skills are required.

- Is capable of being involved in planning and organization for individual assignments or projects.

27.3. CHF 4'100 for managing employee who

- Manages a sector of the business or a company service for which he has personal responsibility, issuing directives based on received instructions to be carried out by subordinate employees.

- Is involved in the planning and organization of the company relative to his areas of expertise.

28. Interns

The regulation of the internship period is indicated in the annex to the current CCL " Internship Guidelines ".

29. Children allowances

Allocated according to cantonal law.

30. Loyalty and seniority bonuses

Company loyalty demonstrated by employees will normally be rewarded by special benefits.

B.5 SALARY IN THE EVENT OF INABILITY TO WORK

31. Illness

¹ Employers are required to insure employees from the time of hiring by means of a collective loss-of-salary insurance in the event of illness, which guarantees at least 80% of the OASI (AVS) salary during 720 days within a total period of 900 non-consecutive days and according to the rules of the LAMaL (federal law concerning the requirement to have a health insurance policy).

* Minimum salary updated to the national consumer price index for November 2012, equivalent to 99.1 points.

² The corresponding premiums are covered equally by all parties.

³ In case of partial inability to work, the right to benefits will be proportionally regulated.

32. Accidents

¹ Employees are insured by the company against the consequences of occupational accidents.

² Full-time employees are also insured against non-occupational accidents.

³ Part-time employees are insured against non-occupational accidents if they are employed for at least 8 hours per week.

⁴ Occupational accident insurance premiums are paid by the employer; conversely, non-occupational accident insurance premiums are paid by employees. Employers can however, pay part or all of the premiums related to non-occupational accident insurance.

⁵ Employers are required to pay the entire premium for non-occupational accident insurance for apprentices.

33. Pregnancy, maternity, adoption, protection against dismissal and maternity leave

¹ Absences from work due to pregnancy are treated in the same way as illnesses.

² Mothers have a right to a paid maternity leave, which is governed by the law to compensate for loss of earnings, which lasts up to 98 days after the birth of the child.

³ Once the trial period has elapsed, employees can not be terminated during the entire pregnancy and up to 16 weeks after delivery. The wave-ring of rights guaranteed by the current CCL is not legally binding.

⁴ After delivery, employees can not work under any circumstances for a period of 8 weeks.

^{4.1} Adoption is regulated according to the Income Compensation law (IPG) for adoption in Ticino.

^{4.2} Breastfeeding is regulated according to the SECO guidelines.

34. Remuneration during military service and civil protection

¹In the event of being impeded from going to work due to military service in the army, the SCF (complementary female service), civil service or civil protection, the employer must fully reimburse an entire month's salary (base salary plus fixed allowances) including compensation for loss of earnings, for a period of at least 4 weeks.

a) Military service or civil protection

During the recruitment school training the following wages must be covered:

- 50% of the salary for unmarried persons with no obligation for family support,
- 80% of the salary of married or unmarried persons with obligations for family support,
 - after which:
- during the 4-week annual military service: 100% of the salary for periods of more than 4 weeks - 65% of the salary for married and unmarried persons without dependent children - 80% of the salary for married persons with dependent children.
- b) Civil Service

During the first 103 days of a civil service

• 50% of the salary for married and unmarried persons without dependent children

• 80% of the salary of married persons with dependent children, after which:

• during the 4-week annual civil service: 100% of the salary

• for periods of more than 4 weeks - 65% of the salary for unmarried persons and for married persons without dependent children - 80% of the salary for married persons with dependent children.

² The indemnities paid by the compensation office are obtained by the employer. If the compensation for loss of income is higher than the person's salary, the employee will be paid the indemnity.

B.6 BENEFIT PROVISIONS

35. Occupational pension provisions

Employers insure their employees against the economic consequences of old age, disability and death in a social security institution recorded in the register of occupational pension previsions.

36. Compensation in the event of death

The employer must pay the employee's salary for another month from the day of his death and, if the employment relationship lasted more than five years, for another two months provided that the deceased employee left a spouse or minor child/children or, in the absence of these heirs, other persons to whom he was liable for support. This payment must be made even in the case for which the pension or the departure indemnity payment has been made.

37. Departure indemnity

¹Departure indemnity following a long working relationship is calculated as follows:

points accrued for departure indemnity

1000-1199	2 months' salary
1200-1399	3 months' salary
1400-1599	4 months' salary
1600-1799	5 months' salary
1800-1999	6 months' salary
2000-2199	7 months' salary
2200 and more	8 months' salary

The calculation for these points is obtained by multiplying the age of the employee times the years of service.

² If the employee receives compensation from an employee pension fund, then that compensation can be deducted from his final departure indemnity, provided it is financed by the employer or, by means of payments made by the institution itself.

³ Compensation may be reduced or cancelled if the employee has terminated his employment without serious cause or if he is dismissed without notice by his employer for serious reasons or if the payment of the indemnity placed the employer in a difficult situation.

C FINAL PROVISIONS

38. Modifications and updates

At the request of any one of the contracting parties, all parties must convene within three months to establish, by common agreement, any possible modifications to the current CCL.

39. Dispute Resolution / Arbitration

¹ Disputes between the contractual parties concerning the interpretation of the provisions of this contract will be resolved in the first instance, when possible, within the Joint Commission. In the case of lack of consensus, it is possible to appeal to an arbitration tribunal chaired by an external judge appointed by common agreement and by a representative for each of the parties. The arbitration agreement is also binding. ² At the request of one of the contracting parties, the Joint Commission will also deal with disputes arising from individual employment contracts, expressing its opinion. All parties always maintain the right to appeal to an appropriate judge.

40. Opting in/out

¹ It is possible for companies affiliated to the CC-Ti (Chamber of Commerce Ticino) to join the contractual partnership at any time, however the acquired rights of employees must remain safeguarded. Requests to join the contractual partnership for the present CCL must be forwarded to the Joint Commission.

² Termination by the contractual partnership should be pronounced in written form by the end of a calendar year giving six months' notice.

41. Entry into force and duration

¹ This CCL enters into force on January 1, 2018 expiring on December 31, 2020.

² After this deadline it is tacitly renewed from year to year if it is not to be terminated by the parties giving six months' notice.

Lugano, November 14, 2017

CHAMBER OF COMMERCE CANTONE TICINO

Glauco Martinetti, President Luca Albertoni, Director

ORGANIZZAZIONE CRISTIANO - SOCIALE TICINESE

Bruno Ongaro, President Renato Ricciardi, Cantonal Secretary

ASSOCIATION OF EMPLOYEES FOR THE COMMERCE SECTOR OF TICINO,

Claudio Moro, President Nicola Giambonini, Director

ADDITIONAL AGREEMENT between TicinoModa Association and Organizzazione Cristiano - Sociale Ticinese (hereafter OCST) Association of employees of the commerce section Ticino (hereafter SIC Ticino)

concerning the manner in which TicinoModa partakes in the "Collective labour agreement for commercial employees in the Ticino economy" (CCL), version January 1, 2018, entered into by the Chamber of Commerce, Industry, Crafts and services of the canton of Ticino with OCST and SIC Ticino.

Background:

A representative of TicinoModa has been working for some time in the Joint Commission. Based on this experience, TicinoModa has decided to extend to its associated companies the application of the collective labour agreement for commercial employees in the Ticino economy (CCL). For all that is not specified in this agreement the provisions of the CCL are binding. OCST and SIC Ticino, for their part, recognize Ticino-Moda as the association of manufacturers in the clothing branch and as a contractual partner of the CCL.

The following special provisions also apply:

¹.The area of application (art. B CCL) is also extended to technical-commercial and technical-administrative personnel. Different working conditions can be defined by the individual companies and in particular for higher level employees, that is, for those who hold positions with managerial or executive responsibilities. ². An employee's solidarity contribution quota (art. 5 of the CCL) may be financed by the company in the name and on behalf of the employee. The decisions for the collection, administration and allocation of the contribution quota are made by the Joint Committee of the CCL.

³. The terms in art. 12 of the CCL apply to the termination of all open-ended employment contracts. Longer departure terms or fixed-duration contracts may be stipulated in an individual agreement.

⁴. Given the importance of company training, in addition to article 17 of the CCL, it is established that employees shall participate with the utmost diligence in the necessary training activities organized by the company.

⁵. In the context of this agreement, art. 18 CCL is interpreted as meaning that absences due to commitments for public activities are not paid in principle, unless otherwise specified by law or individual agreement.

⁶. The normal length of work for full-time employees (art. 20 CCL) is 42 hours a week, at most, on an annual average. Work hours must be carried out in compliance with the provisions of the Federal Labour Law (CO, LL, LPart., etc.).

Hours exceeding the normal work time can be paid as per contract or compensated with a break of equal duration as defined by each company in its internal regulations. 6a. For work planning, the requirements set forth in art. 69 OLL1 of the Federal Labour Law must be respected. In the logistics and distribution sector, given the specific organizational peculiarities, limited exceptions are allowed.

- a variation on the beginning and / or finishing work time which exceeds +/- 60 minutes is permitted, as long as they extend to a maximum of 15% of the contractually agreed upon monthly work days per employee.

7. Minimum salaries

- General commercial clerk	CHF 3'330
- Production Manager	CHF 2'930
- Fashion logistics officer	CHF 3'130
- Clothing technician from the 2nd year	CHF 3'330

7a. For part-time storage area workers, the salary is calculated pro rata with reference to a basic amount of CHF 42,900.- (3,300.- monthly)

8. Indemnity for military service, civil protection and civil service (art. 34 of the Civil Code), is guaranteed pursuant to the LIPG (Federal law on compensation for loss of income) from July 1, 2005.

9. Art. 40 (Opting in / out). This article does not apply to individual companies.

10. Acquired rights, individual employment and salary conditions that are more favourable may not be reduced or removed depending on the entry into force of this agreement and the CCL.

11. Entry into force and duration of the agreement.

¹ This agreement enters into force on January 1, 2018 expiring on December 31, 2020.

² After this deadline it is tacitly renewed from year to year if it is not to be terminated by the parties giving six months' notice.

Lugano, November 14, 2017

CHAMBER OF COMMERCE CANTONE TICINO

Glauco Martinetti, President Luca Albertoni, Director

ORGANIZZAZIONE CRISTIANO - SOCIALE TICINESE

Bruno Ongaro, President Renato Ricciardi, Cantonal Secretary

ASSOCIATION OF EMPLOYEES FOR THE COMMERCE SECTOR OF TICINO,

Claudio Moro, President Nicola Giambonini, Director

INTERNSHIP GUIDELINES

All parties recognize the guidelines for internships from the "Commissione tripartita cantonale in materia di libera circolazione delle persone" (the three party cantonal commission on the free movement of persons), from March 10, 2016. To integrate these and from the perspective of a more coherent managing of the requirements, the following aspects are specified:

- 1) Definition of the intern and the internship
- . The intern is a high school or university student.
- . The internship is a pathway for the development of professional skills to be carried out within a company organization.
- 2) Admittance criteria
- . High school or university students.
- . University graduates or persons with diplomas within 12 months from graduation;

Any cases exceeding 12 months from graduation may be taken into consideration by first sending a formal request for assessment to the secretary of the Joint Commission containing the following information:

- . A detailed CV showing the precise dates of ones schooling and pro fessional experience;
- . A letter of motivation from the company;
- . A copy of the existing internship contract (for those requests to extend the duration of the internship).

The secretariat of the Joint Commission will decide, in agreement with the commission itself, within approximately 15 working days from receipt of the request.

- 3) Contents of the Training project
- . The path of development must include specific training objectives and a method for monitoring and evaluating them;
- . Identification of a practical tutor who accompanies the intern in the development of his professional skills;
- Drawing up of a document agreed upon and signed by the parties certifying the path to follow;
- Preparation of a final evaluation document by the practical tutor;
 Drafting of the final certificate by the management or an appointed office;
- 4) Contractual aspects

•

- Duration of the internship is a maximum 12 actual months of work, renewable 1 time within that period. There is the possibility to ex tend the period by sending a formal request to the secre tary, who, together the Joint Commission, will assess whether there are grounds for authorizing it. The minimum requirement f or granting an extension is to increase the remuneration to Chf. 1500.- a month.
- Maximum duration of work according to the CCL, no over-time hours shall be granted;
- Interruption of the internship is possible for both parties by giving two weeks advance notice;
- Minimum monthly remuneration equivalent to that of a trainee as an AFC (federal diploma) sales clerk in an international logistics and shipping company in his 3rd year (Chf 1,200. for 2016).

The Joint Commission will analyse once a year the data collected by its secretariat relating to the number of internships per company, their remuneration and duration, in order to monitor the actual procedures practiced by companies.

Lugano, September 20, 2016.

"In force since October 1, 2016, hereby replacing the other provisions in force on internships" dai sindacati (50%).

Il presente regolamento, approvato nella seduta della CPC del 10 ottobre 2017, entra in vigore il 1º gennaio 2018.