

Bienvenue au séminaire

Labor Law according to the **L-GAV**

du **13.03.2026**

proposé dans le cadre de **ritzy*** formation
continue

Votre **intervenant** : Allemann, Martin



YOUR SPEAKER

Martin Allemann

Head of mandate fiduciary and finance
Fiduciary with federal professional certificate

"Labour law – explained in everyday terms."



DAILY SCHEDULE

- 09:00 – 09:15 Welcome / Arrival
- 09:15 – 10:15 Refresher on the basics of the L-GAV / Labour Law
- 10:30 – 10:45 Break
- 10:45 – 11:45 Refresher on the basics of the L-GAV / Labour Law
- 11:45 a.m. – 12:00 p.m. Repetition
- 12:00 – 13:00 Lunch break
- 1:00 p.m. – 2:30 p.m. Working time planning / avoiding financial consequences
- 2:30 p.m. – 2:45 p.m. Break
- 14:45 – 15:45 A working contract
- 3:45 p.m. – 4:00 p.m. Repetition / Question and answer session
- 16:00 End

1a. Refresher course on the basics of the L-GAV / Labour Law

- The L-GAV in general
- The individual employment contract
- Rest days / holidays / public holidays
- Probationary period and probationary work
- Illness and accident
- Wages



1b. Refresher course on the basics of the L-GAV / Labour Law

- Youth and maternity protection
- Working hours
- Educational leave
- Sunday work
- Termination of employment
- Night work



THE L-GAV – GENERAL INFORMATION

- The L-GAV is the national collective labour agreement for the hotel and catering industry.
- The L-GAV has been declared generally binding by the Federal Council and is therefore applicable to all businesses offering hospitality services.
- The L-GAV regulates the employment relationship between employers and employees. This includes, among other things:
 - Minimum wages depending on training and function
 - Working hours and break regulations
 - Rest days, holidays and public holidays
 - Continued payment of wages in the event of illness or accident
 - Notice periods and probationary periods
 - Educational leave and further training
 - Special regulations for young people, pregnant women and part-time employees



- Non-applicability of the L-GAV (the exceptions)
 - Operations managers, directors
 - Family members of the operations manager
 - Musicians, artists, DJs
 - Students at technical colleges during school hours
 - Apprentices within the meaning of the Federal Act on Vocational Education and Training
 - Various mixed operations



- Pre-contractual obligations
 - During contract negotiations
- The employment contract
 - Is a continuing obligation
- Form of the employment contract
 - No specific form required: individual elements must be in writing to be valid
- Young people and foreign employees
 - Special provisions



Case study:

Ms Meier applies for a job as a service employee in a hotel. The company asks her to work for three days, eight hours a day, on a trial basis. No compensation is offered. After the third day, she is informed that another person has been chosen for the job.

- Is this procedure legally correct?
- What are the company's obligations with regard to compensation?
- How could the trial period be made fairer?



- "In your opinion, how many days of trial work are reasonable – and when does it start to become problematic?"
- What is your experience with trial periods – do you see them as an opportunity or a grey area?
- How does your company handle compensation for trial days?



- Trial work
 - Trial days are intended to give both parties the opportunity to get to know each other.
 - There is no legal provision stipulating a maximum number of trial days.
 - L-GAV Art. 10: Minimum wage provisions must also be observed for trial work.
 - L-GAV Art. 20: The current employer is not obliged to continue paying wages to the extent of the compensation received.



- Duration of probationary period (L-GAV Art. 5)
 - 14 days
 - Max. 3 months
 - Possibilities for extension
- Notice period during probationary period (L-GAV Art. 5)
 - 3 days
 - Can also be extended by written agreement



WAGE

| WAGE LEVEL | Starting: 01.01.2026 |
|--|-------------------------|
| Employees without vocational training | 3,713 |
| Employees without vocational training who have successfully completed Progresso training | 3,943 |
| Employees with two years of basic vocational training with a federal vocational certificate or equivalent training | 4,070 |
| Employees with basic vocational training with a federal certificate of proficiency or equivalent training | 4,528 |
| Employees with basic vocational training with a federal certificate of proficiency or equivalent training and 6 days of job-specific further training in accordance with Art. 19 L-GAV | 4,635 |
| Employees with a professional examination in accordance with Art. 27 lit. a BBG | 5,293 |

- Basic wage calculation

- 42 hours per week = 182 target working hours per month
- 43.5 hours per week = 189 target working hours per month
- 45-hour week = 195 target working hours/month

- Holiday and public holiday compensation and

- 13th month's salary

- 10.65% holiday allowance
- 02.27% public holiday allowance
- 08.33% 13th month's salary



EXERCISE: CALCULATING HOURLY WAGES

- Employee Karl is a trained chef and has been helping out in the service department at your hotel (seasonal business). In March 2025, he worked a total of 26 hours for you. How much will his wage be for the month of March?

- (Round results to 2 decimal places)



SOLUTION TO THE EXERCISE

| | |
|--|-----------------------------------|
| SALARY LEVEL: Employees with basic vocational training | CHF 4519 |
| Seasonal work with 43.5 hours per week | 189 |
| Hourly wage | CHF 23.91 |
| Holiday pay | 10.65% = + 2.55 |
| Public holiday allowance | 2.27% = + 0.54 |
| Subtotal per hour | CHF 27 |
| Proportion of 13th month's salary | 8.33% = + 2.25 |
| Total hourly wage | CHF 29.25 |
| Salary for the month of January | CHF 29.25 x 26 hours = CHF 760.50 |



PAYMENT OF WAGES

- By the last day of the month
 - Possible by written agreement by the 6th of the following month
- Profit sharing
 - In the case of profit sharing, it is possible with written agreement to make a payment on account of at least 80% of the average gross wage and to make the remaining payment by the 6th of the following month at the latest
- Bonuses
 - If this is paid several times (at least 3 times) without interruption, the employee is entitled to a bonus in future.



WORKING HOURS & BREAK REGULATIONS

- Weekly working hours
 - 42 hours per week
 - 43.5 hours per week (seasonal businesses)
 - 45 hours per week (small businesses)

- Maximum working hours according to labour law
 - Art. 9 para. 1, b:
 - The start and end of the working day are within 14 hours

- Night rest:
 - 11 hours
 - Exception: 8 hours (once per week, the night rest period may be reduced from 11 hours to 8 hours – if an average of 11 hours of night rest is observed over a period of 14 days (Art. 15a ArG)



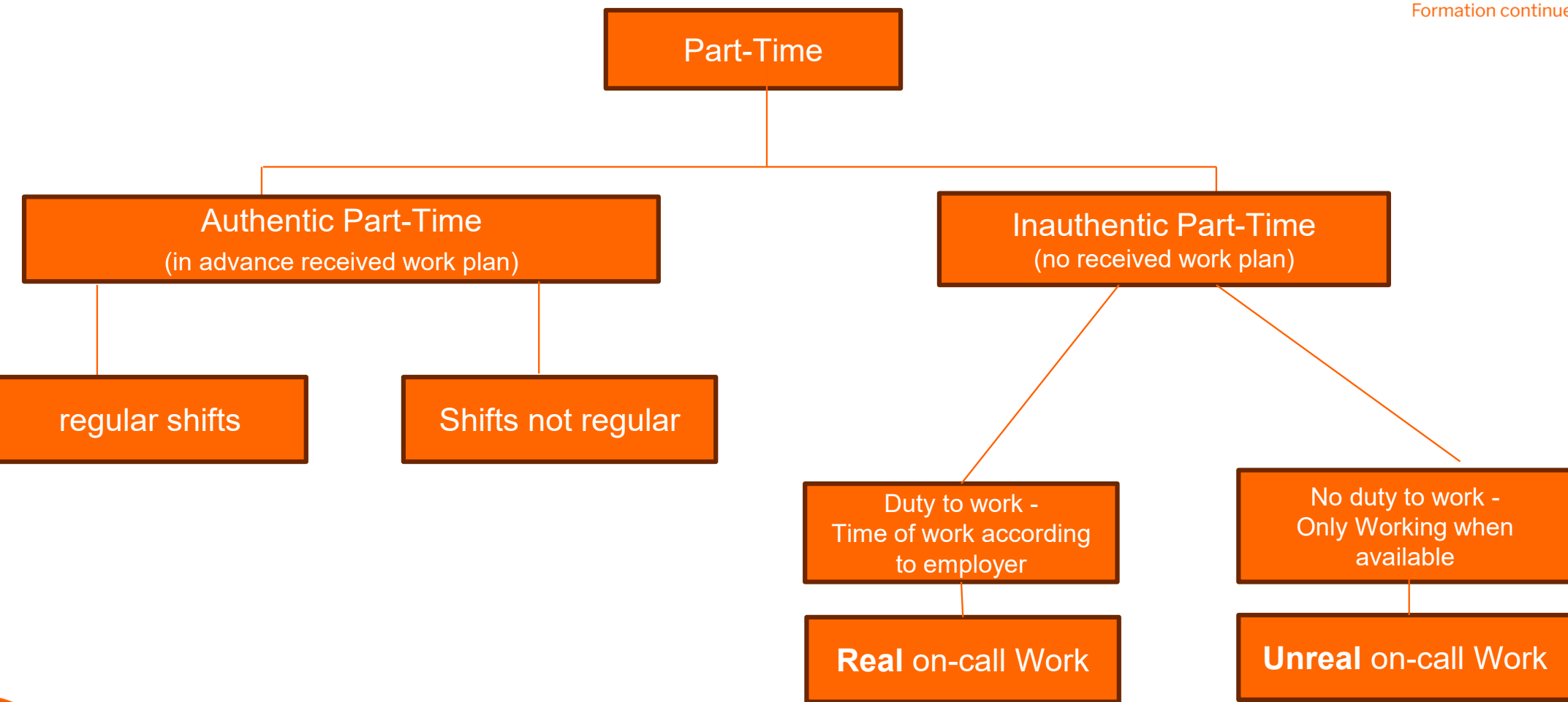
- Breaks
 - Over 5.5 hours -> 15 minutes
 - Over 7 hours -> 30 minutes
 - Over 9 hours -> 60 minutes
- "Plan breaks not only in accordance with the law, but also realistically – employees need real rest to remain productive."



- Work schedule
 - Year-round businesses: 2 weeks in advance for 2 weeks
 - Seasonal businesses: 1 week in advance for 1 week
- Difference between overtime (Überstunden) and extra hours (Überzeit)
 - Compensation
- Exception: Salary above CHF 6 750 per month
 - excluding 13th month's salary



PART-TIME WORK



SUNDAY WORK

- 4 Sundays off per calendar year
 - Provided that the 5-day week can be maintained on average
- Exceptions
 - Employees with childcare responsibilities: 12 Sundays off per year



- Permitted in the hospitality and hotel industry
 - Start of night work: 11 p.m.
 - End of night work: 06:00

- Working hours during the night
 - For irregular night work:
Max. 9 hours within a period of 10 hours
 - For regular night work:
max. 10 hours within a period of 12 hours



NIGHT WORK

- For temporary night work
 - Wage supplement of 25%
- Permanent or regularly recurring night work
 - "Regular" means 25 nights or more per year
 - Time bonus of 10%
 - Free medical examination and consultation
- Special cases with a wage supplement of 10% (time supplement does not apply)
 - Off-peak hours
 - 4-day week, max. 36 hours working time
 - Maximum shift duration of 7 hours



PROTECTION OF MINORS

- Definition of "young person"
 - Until the age of 18
- Special provisions
 - Maximum daily working time of 9 hours
 - Daily working hours including breaks within 12 hours
 - Consideration for health
 - Prohibition of certain types of work
 - Prohibition of employment before the age of 15
 - Prohibition of night work and Sunday work



- Requirements for employment
 - Consent
 - Prohibition of employment between 8 p.m. and 6 a.m. during the last 8 weeks before birth
 - Maximum 9 hours of work per day
 - Prohibition of work during the first 8 weeks after birth
 - Paid breastfeeding time during the first year of life
 - Prohibition of certain types of work
- Special provisions for expectant mothers
 - Absence from work permitted: only notification required on the part of the pregnant woman



- Requirements for income replacement during maternity leave
 - Compulsory AHV insurance was in place for 9 months prior to the birth
 - During pregnancy, the insured person worked for at least 5 months



- Definition
 - Caring for children up to the age of 15 and/or other relatives in need of care
- Special
 - Entitlement to a lunch break of at least 1.5 hours
 - 3 days off if the child is ill



- Definition of "full day off"
 - A rest day is considered to have been taken if the employee has at least 35 hours of time off work
 - The time between 6 a.m. and 8 p.m. must be at the employee's free disposal.
at their free disposal
- Definition of "half day off"
 - Maximum working time of 5 hours
 - **Until 12:00** or **from 14:30 at the latest** until the start of the night's rest
 - At least 17 hours of non-working time between the start and end



REST DAYS

- Entitlement to 2 days off, including at least 1 full day off
- Employment for 7 consecutive days possible
 - Daily working hours do not exceed 9 hours
 - Following the 7 days, the employee is granted at least 83 consecutive hours off
- Compensation for unused rest days
 - Annual businesses: within 4 weeks
 - Seasonal businesses: within 12 weeks
- Double payment not possible under L-GAV
 - If a public holiday falls on a regular closing day of the business or on a regular day off or during the employee's contractual holiday, it is not considered to have been taken.



HOLIDAYS

- The employee is entitled to 35 calendar days of holiday per year or 2.92 calendar days per month
- At least 2 weeks must be granted in one go
- The timing may be determined by the employer, taking into account the interests of the employee
- Holidays may be reduced if the employee is absent for 2 months due to illness, accident or military service. A reduction of 1/12 is only applied for a full month; the first month of absence does not justify a reduction in holidays



PUBLIC HOLIDAYS

- Employees are entitled to 6 paid public holidays per year or 0.5 public holidays per month.
- The entitlement to public holidays also applies during holidays
- The public holiday regulations are independent of cantonal public holidays: public holidays do not have to be taken on a statutory public holiday



- Principle according to OR 324a
 - "If the employee is prevented from performing his work for reasons attributable to his person, such as illness, accident, fulfilment of legal obligations or exercise of public office, is prevented from performing his work through no fault of his own, the employer shall pay him the wages due for a limited period, together with appropriate compensation for lost wages in kind, provided that the employment relationship has lasted for more than three months or has been entered into for more than three months."



- According to L-GAV Art. 26 from the 4th day
- Depending on the insurance, from the 1st day
- The employer has the right to send the employee to a medical examiner (L-GAV Art. 26 para. 3)
 - The costs of a medical certificate from the medical examiner are borne by the employer



EDUCATIONAL LEAVE

- Entitlement to 3 paid working days per calendar year if
 - you have an ongoing employment contract
 - the employment relationship has already lasted 6 months
- Entitlement to 6 paid working days for preparing for and taking a professional examination or higher technical examination
- Further training days ordered by the employer cannot be counted as educational leave



ADDITIONAL PAID DAYS OFF

- Own wedding/civil partnership = 3 days
- Wedding of parents, children and siblings = 1 day
- Paternity leave = 14 days
- Death of spouse/registered partner, children, parents, parents-in-law, grandparents and siblings from the date of death until the funeral = 1 to 3 days
- Military recruitment = up to 3 days (after call-up)
- Moving your own household within the region of your place of residence = 1 day
- Relocation of own household to a further distance = 1.5 to 2 days
- The time required to find a new job after giving notice, but no more than 2 days



- Reasons for termination
 - Ordinary termination
 - Termination without notice
 - Unjustified abandonment or failure to take up employment
 - Mutual agreement (termination agreement)
 - Expiry of fixed-term employment contracts
 - Death of the employee (but not death of the employer)



NOTICE PERIODS

- 1 month: from the 1st to the end of the 5th year of service
- 2 months: from the 6th year of service onwards
- Longer notice periods are possible by written agreement (but not shorter ones)



ORDINARY TERMINATION

- The principle of freedom of termination applies
- Compliance with notice periods
- No justification required
 - However, this may be requested by the other party within the notice period (OR Art. 335 para. 1)



- Protection against unfair dismissal (OR Art. 336)
 - This always applies if the dismissal violates good faith
- Legal consequence
 - The dismissal is not void, but merely contestable.
 - The affected party must lodge an objection within the ordinary notice period (OR 336b).



- Termination at inopportune times (OR Art. 336c para. 2)
 - During compulsory military, civil defence or Red Cross service
 - During periods when employees are wholly or partially unable to work through no fault of their own due to illness or accident
 - During pregnancy and in the 16 weeks following childbirth
 - During the employer's holidays (L-GAV Art. 7)



- Fixed-term contracts
 - Termination is only possible if this has been agreed in writing (Art. 6 (3) L-GAV).
- Leave
 - After termination, the employer waives the employee's obligation to work but remains obliged to pay their salary.
- Termination agreement
 - Possible by mutual agreement



- Termination without notice / extraordinary termination pursuant to Art. 337 of the Swiss Code of Obligations
 - Only possible in special (exceptional) cases
 - Both parties have the right to terminate without notice
 - There must be good cause: "Any circumstance which, in good faith, means that the terminating party can no longer be expected to continue the employment relationship" (Swiss Code of Obligations, Art. 337 para. 2)



SEVERANCE PAY

- If an employee aged 50 or over leaves the company after 20 years of service with the same employer, they are entitled to severance pay in accordance with Art. 339b ff. of the Swiss Code of Obligations (CO).
- If an employee who meets the above conditions dies, the compensation is payable to the surviving spouse, registered partner or minor children.
- Amount of compensation
 - Minimum of 2 months' salary, maximum of 8 months' salary



- Gross daily wage
 - The L-GAV calculates in calendar days rather than working days: the monthly gross wage per day is **always divided by 30 days**
 - If an employee starts work during the current month, the calendar days are counted and the gross monthly wage is divided by 30 and multiplied by the number of calendar days calculated.
- Example
 - Start date: 18 July / Gross wage: CHF 4,400
 - $\text{CHF } 4,400 / 30 \times 14 \text{ days of employment} = \text{gross salary of CHF } 2,053.35$



WORK SCHEDULE PLANNING = AVOIDING FINANCIAL CONSEQUENCES

- Rest days
 - If an employee takes more rest days than they are entitled to, no financial consequences for the employer.
 - However, if the employee is granted too few rest days, they are not only be entitled to more rest days, but will also generate overtime.
 - If an employee has to be compensated for 5 rest days, a full week off is required for this compensation.
- Public holidays
 - The same number of days off is required to compensate for public holidays.
 - If 5 public holidays are compensated, 7 consecutive days off are required.
- Pre-compensation
 - Possible: 42 / 43.5 / 45 hours per week are to be understood as an average

- Requirements for overtime to be paid at 100% of gross salary
 - Working hours were recorded in accordance with Art. 21 L-GAV
 - The employer informs the employee in writing of their overtime balance each month
 - Overtime is paid at the latest with the last wage payment
- Failure to comply with the requirements on a cumulative basis will result in overtime being paid at 125% of gross wages.



EXAMPLE

- Example for a calculation for an employee for vacation, public holidays and restdays during the winter season:

Start December 20th until March 15th:

| | | |
|----------------|---|----------------|
| • 20. – 31.12 | = | 12 days |
| • 01. – 31.01 | = | 31 days |
| • 01. – 28.02 | = | 28 days |
| • 01. – 15.03 | = | 15 days |
| • <u>Total</u> | = | <u>86 days</u> |

The employee has a salary of CHF 4'500.-

He consumed 7 holidays, 0 public holidays and 19 Restdays.

Calculate how many days are the entitlement vacation, public holidays and restdays.

Also calculate the correct balance and how much compensation needs to be paid, if any.



EXAMPLE

- 5 weeks of holidays means $5 \times 7 = 35$ days for 365 days
- Calculation holiday entitlement: entitled received balance
- $(365 / 365) * 86$ days 8.25 days 7 days +1.25
- Calculation public holidays
- $(6 / 365) * 86$ days 1.14 days 0 days +1.14
- Calculation rest days
- $(86 \text{ days} - 7 \text{ days}) / 7 \times 2$ 22,57 days 19 days +3,57



CALCULATION EXAMPLE ACCORDING TO L-GAV

- **Holidays** 1.25 days at **1/30** of monthly salary
 - $\text{CHF } 4,500 : 30 \times 1.25 = \text{CHF } 187.50$
- **Public holidays** 1.41 days at **1/22** of monthly salary
 - $\text{CHF } 4,500 : 22 \times 1.41 = \text{CHF } 288.40$
- **Rest days** 3.57 days at **1/22** of monthly salary
 - $\text{CHF } 4,500 : 22 \times 3.57 = \text{CHF } 730.25$
- Total entitlement = CHF 1'206.15



Example employment contract

Employment contract a) for full-time employees
 b) for part-time employees (with regular, fixed working hours)
(Tick the applicable box or complete section 5, otherwise option a) for full-time employees applies)

between _____ Employer and
 Surname/first name _____ Employee Street
 _____ Postcode/town _____
 _____ Telephone, Mobile _____ Date of birth _____
 Marital status _____ Number of children Health insurance (taken out by the employee themselves) _____ Foreign resident's permit _____ AHV no. _____

 Email _____

To improve readability, the female form "employee" has been omitted for the sake of simplicity and the generic term "employees" is used here.

1. Commencement of contract/function/employment

Upon signing, this contract shall supersede any previous agreements in their entirety and replace them completely.

This contract shall only come into force if the necessary work permits are granted.

a) Commencement of contract: _____

b) Function: _____

The employee may also be temporarily assigned other work within the company or at another reasonable place of work.

c) Employment in smoking establishments and smoking rooms (tick the applicable box, otherwise variant as applies)

- aa) The employee agrees to employment in a smoking establishment or in smoking rooms.
 bb) The employee refuses to work in a smoking establishment or in smoking rooms.

2. Contract term (tick the applicable option, otherwise option a) applies

- a) The contract is concluded for an **indefinite period**. It can be **terminated** in accordance with sections 3 and 4.
 b) The contract is concluded for a **fixed term**. It lasts until _____, but may be **terminated** during the contract period in accordance with sections 3 and 4.
 c) The contract is concluded for a **fixed term**. It lasts until _____ and **cannot be terminated**.

b) Part-time employees

The average weekly working time, including attendance time, is _____ hours (less than 42 hours, less than 45 hours for small businesses, less than 43.5 hours for seasonal businesses).

The holiday entitlement is **5 weeks**.

c) Overtime / extra hours / changing time

The employee is obliged to work overtime and extra hours within reasonable limits. The employee agrees to compensate for this with time off of equal duration within a reasonable period (overtime within 12 months) – whereby the employer determines the compensation days – or to have this paid out in full in accordance with Art. 15 (5) L-GAV. **For employees whose salary is at least equal to the salary specified in Art. 15 (7) L-GAV, all overtime is compensated at the agreed salary rate.**

Changing time is not compensated separately, but is already included in the wage.

6. Important information

The employee is informed about the end of coverage for occupational accidents upon termination of employment, the 31-day extended coverage and the agreement insurance for non-occupational accidents with accident insurance during the off-season and upon termination of employment, the re-inclusion of accidents in health insurance and the switch to individual insurance for sick pay insurance. The employee is obliged to take out health insurance in accordance with the provisions of the KVG from their first day of work. In accordance with food legislation, the employee must immediately inform their employer in the event of fever, diarrhoea, vomiting or purulent wounds.

The personal and psychosocial integrity of every employee is respected and protected. Sexual harassment, bullying or discriminatory behaviour are expressly prohibited. Such misconduct may result in summary dismissal.



In your documents you can find an example of an employment contract in english and german.

Please fill out the german contract for a new employee.

You can decide yourself all the specifications for the new employee (like part-time, salary, contract terms).

Note on a seperate paper what documentation from the employee that you need and why.

Also note your thoughts on how you decided on a salary and other contract terms.

Present your empoyment contract to the rest of the group.



THE 4-DAY WEEK



Weiterbildung
Formation continue

Abon Neuer Gastro-Trend Im Bären Lyss gilt nun die 4-Tage-Woche

In der Gastro-Szene setzt sich vermehrt die 4-Tage-Woche durch. Auch der neue Wirt im Restaurant Bären in Lyss stellt auf dieses Modell für das Personal um.

Memann/BT
2022, 13:16

Vier Tage arbeiten und den Rest der Woche frei haben: warum Firmen auf die 4-Tage-Woche setzen

Arbeitgeber erhoffen sich, mit einem zusätzlichen freien Tag pro Woche für Mitarbeitende attraktiver zu sein. Die ersten Erfahrungen sind positiv. Was die Personalführung angeht, gibt es je nach Modell einiges zu beachten.

Mark Baer
26.12.2021, 10:25 Uhr

Hören
Merken
Drucken
Teilen

Flexible Arbeitszeiten

Zürcher Firmen locken Mitarbeitende mit 4-Tage-Woche

Weniger Wochentage, mehr Arbeitsstunden: Um für Mitarbeitende attraktiver zu werden, probieren Unternehmen neue Arbeitszeitmodelle aus. Auch in Zürich.

News

4 STATT 5 TAGE ARBEIT

Erster Luzerner Gastrobetrieb setzt auf 4-Tage-Woche

18.05.2022, 12:54 Uhr · aktualisiert 28.05.2022, 13:10 Uhr · Lesezeit: 2 min · Kommentare: 2

abo+ GASTRONOMIE

Vier Tage hart arbeiten, dafür drei Tage frei: Im Schwägalp-Hotel ist die Zimmerstunde Schnee von gestern

Vier Tage hart arbeiten und dafür drei Tage freihaben: Für Köchinnen und Köche ist dieses Arbeitszeitmodell attraktiv, wie das Beispiel der Säntis-Schwebbahn zeigt.

Karin Erni

11.05.2022, 12:00 Uhr

Jetzt kommentieren

Merken
Drucken
Teilen

Innovativer Weg gegen den Fachkräftemangel Park Hotel testet in der Küche die 4-Tage-Woche bei 100 Prozent

Neue Arbeitsmodelle sind gefragt, ganz besonders seit der Corona-Pandemie, die viele Branchen zur Umorientierung zwingt. Darunter auch die Gastronomie. Das Park Hotel in Winterthur testet ab Dezember während zwei Monaten die 4-Tage-Woche.

Publiziert: 09.11.2021 um 13:51 Uhr | Aktualisiert: 10.11.2021 um 14:12 Uhr

2 DIFFERENT IMPLEMENTATION OPTIONS

- First implementation option
 - Reduction of target working hours to 36 instead of 42/43.5/45 hours per week
- Second implementation option
 - Distribution of target working hours over 4 days instead of 5



WHY INTRODUCE A 4-DAY WEEK?

- Greater employer attractiveness thanks to 3 days off per week
- Differentiated positioning on the labour market possible (USP)
- Greater flexibility for employees, improving the work-life balance
- Lower staff turnover through employee retention
- Media attention



WHAT OPERATIONAL CONSIDERATIONS NEED TO BE TAKEN INTO ACCOUNT?

- Adjusting opening hours
- Rethinking processes
- Creating synergies between different departments
- Revising the organisational chart
 - Does this still make sense? Is it feasible?
- Introducing pilot projects in individual departments
- Choice



WHAT NEEDS TO BE CONSIDERED FROM A LEGAL PERSPECTIVE?

- 11 hours of rest
- Maximum 14 hours between the start and end of work
- Breaks
- Avoidance of night work
- 7-day rule

- Non-applicability of the 4-day week
 - Young people
 - Pregnant and breastfeeding women



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