

Fondation 2ème pilier swissstaffing

Temporary Employees

General Terms and Conditions

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The provisions of these General Terms and Conditions (in short “General Conditions”) are supplemental to the provisions of the Pension Regulations for temporary employees:

Admission to the Foundation

Art. 1 Circle of members

Temporary employees of the Company whose AHV/AVS salary is equal to or exceeds the entry threshold set in the Pension Plan are admitted to the Foundation.

Art. 2 Start of coverage

1. For:

- a. employees hired under an assignment contract and who have child maintenance obligations, and
- b. employees hired under an assignment contract for a period exceeding 3 months or for an unlimited period, regardless of the length of the work week,

coverage commences on the day the employment relationship starts, or on the day the employee is first entitled to a salary, but at the latest when he first sets off to work.

2. Subject to paragraph 1, employees hired under an assignment contract for a period not exceeding 3 months are insured if:

- a. the assignment contract is extended so that the employment period is longer than 3 months;
- b. several assignments carried out over a period of 12 months (52 weeks) total more than 3 months (13 weeks) of employment altogether; in this case coverage starts at the latest from the 4th month of employment, i.e. on the first day of the 14th week.

3. For the purpose of calculating the duration of the assignment contract and the duration of employment, the number of weeks in a quarter has been set at 13.

4. The duration of employment under paragraph 2 corresponds to the total duration of the assignments worked, provided that the time gap when the member does not work between two assignments (interruptions) does not exceed 52 weeks.

5. Employees who are not subject to compulsory insurance may, at their express request, contract voluntary coverage from the first day of employment, but not before the date they apply for voluntary coverage.

Definitions

Art. 3 Legal threshold amounts

For members paid on an hourly or monthly basis, the threshold salary amounts, defined in terms of an annual salary in accordance with the BVG/LPP, are converted into hourly or monthly threshold amounts based on 182 hours of work a month and 12 months in a year.

Art. 4 Reference salary

1. The reference salary is defined in the Pension Plan.

2. The maximum reference salary is limited to ten times the upper BVG/LPP limit. Where members have several pension relationships and the sum of their aggregate AVS/AHV salaries and income exceed this limit, they must notify the Foundation of all their existing pension relationships, indicating the salaries and income accordingly insured.

Art. 5 Pensionable salary

The pensionable salary is defined in the Pension Plan.

Art. 6 Maintained insurance of the existing pensionable salary

1. Members whose reference salary is reduced by no more than one half after they reach age 58 may remain insured with the Foundation for their existing pensionable salary at the latest until they reach normal retirement age.
2. The employee and employer contributions for the portion of the salary covered by the maintained insurance are funded by the member.
3. When calculating the vested termination benefit in accordance with Article 17 FZG/LFLP, the 4% increase per year over age 20 does not apply to the contributions referred to in paragraph 2 above.

Art. 7 Retirement credits

The retirement credits are defined in the Pension Plan.

Resources of the Foundation

Art. 8 Member's contribution

The member's contribution is defined in the Pension Plan.

Art. 9 Company's contribution

The Company's contribution is defined in the Pension Plan.

Foundation benefits

Retirement benefits

Art. 10 Amount of retirement pension

The amount of the annual retirement pension is defined in the Pension Plan.

Art. 11 Entitlement to an early retirement pension

Active members whose employment terminates between their 60th birthday for men, or their 59th birthday for women, and the normal retirement age are entitled to an early retirement pension, unless they request that their vested termination benefit be transferred to the occupational benefits institution of a new employer, or to a vested benefits institution if they register for unemployment benefits. Article 8 of the Pension Regulations may apply.

Art. 12 Retirement lump-sum capital

1. Unless disallowed under the Pension Regulations or by legal provisions, active members may apply to receive all or a portion of their retirement benefit as a lump-sum payment. Payment in several instalments is excluded.
2. Lump-sum payments may only be disbursed with the written consent of a member's spouse.

Art. 13 Bridge pension

1. In the event of early retirement, members may apply to receive a bridge pension.
2. The bridge pension is an advance from the Foundation. This advance is offset by an immediate, lifelong reduction in the retirement pension, or by a reduction in the member's retirement savings capital. The lifelong compensatory reduction is calculated according to the Foundation's actuarial tables
3. At the death of the recipient of a bridge pension, survivor benefits, if any, are computed based on the retirement pension reduced in accordance with paragraph 2 above.
4. Members are free to decide the amount of their annual bridge pension. On no account, however, may the annual bridge pension exceed the maximum annual AHV/AVS retirement pension.
5. Members decide when payment of their annual bridge pension starts and ends. The end must coincide at the latest with the start of the entitlement to a normal AHV/AVS retirement pension.
6. Members may use the early retirement account to compensate reductions in their retirement pension at retirement or to prefinance the bridge pension during the term of insurance.

Temporary disability pensions

Art. 14 Amount of full disability pension

1. The amount of the full annual disability pension is defined in the Pension Plan.
2. If a member's vested termination benefits were not transferred to the Foundation when the member was admitted, the transfer must be made within one month of the corresponding request from the Foundation so that they can be credited to the member's retirement savings capital.
3. Vested benefits that were not transferred to the Foundation when the member was admitted but only after the expiry of the above-mentioned time limit, when the Foundation is already paying disability benefits to the member, will be credited to the member's retirement savings capital to enhance the disability benefits when they are received. Any related costs are for the member's account.

Survivor pensions

Art. 15 Entitlement to a spouse's pension

1. The conditions for entitlement to a spouse's pension are defined in the Pension Plan.
2. Entitlement to a spouse's pension begins at the member's death, but not before the end of the entitlement to the member's salary. The entitlement ceases at the end of the month in which the beneficiary dies, remarries, or enters into a registered partnership.
3. If the surviving spouse or partner remarries or enters into a registered partnership, they will be entitled to a single settlement equal to three annual spouse's or partner's pensions.

Art. 16 Amount of spouse's pension

1. The amount of the annual spouse's pension is defined in the Pension Plan.
2. If the surviving spouse is more than 15 years younger than the deceased member, the annual spouse's pension is reduced by 0.2% for each month exceeding the 15 years' age difference. Notwithstanding, the annual spouse's pension must be at least equal to the spouse's pension under the BVG/LPP.
3. In case of marriage after the normal retirement date, the spouse's pension is reduced as follows:

Years after normal retirement age	Reduction
1	20%
2	40%
3	60%
4	80%
5	100%

Notwithstanding, the annual spouse's pension must be at least equal to the spouse's pension under the BVG/LPP.

Art. 17 Entitlement to a partner's pension

1. At the death of an unmarried member, the surviving partner is entitled to a partner's pension if such a benefit is insured in the applicable Pension Plan and if the surviving partner was designated by the deceased as the entitled beneficiary of the partner's pension.
2. For the purposes of these General Terms and Conditions, a partner is a person who satisfies all of the following conditions (and who may be of the same gender):
 - a. they are not married (to the member or to any other person);
 - b. they are not related to the member within the meaning of Article 95 of the Swiss Civil Code;
 - c. they shared a life and household with the member for an uninterrupted period of at least five years up to the member's death or must support one or more of the couple's children.
3. The applicant must prove that the criteria for the status of partner are satisfied. Means of proof include:
 - a. for the conditions in letters a – b: civil status certificates for both partners;
 - b. for a shared life and household: residency certificate;
 - c. for a child of the couple: civil status certificate for the child;
 - d. for child maintenance: certificate from the competent authority.
4. The member must designate the surviving partner to the Foundation in writing during his lifetime.
5. Entitlement to a partner's pension begins the month after the member's death, but not before the end of the deceased's entitlement to a salary. It terminates at the end of the month in which the beneficiary dies, remarries, or starts sharing a life and household with another partner meeting the conditions in paragraph 2 of this Article, at the latest, however, after ten years. The Pension Board may extend the pension beyond the ten-year limit if the surviving partner presents due justification.

Art. 18 Amount of surviving partner's pension

1. If a partner's pension is insured under the applicable Pension Plan, the amount of the annual partner's pension is defined in the Pension Plan.

2. In any event, no more than one partner's pension is paid.

Child's pension

Art. 19 Amount of child's pension

The amount of the annual child's pension is defined in the Pension Plan.

Lump-sum death benefit and supplemental lump-sum death benefit

Art. 20 Basis for lump-sum death benefit

If a member dies and there is no survivor entitled to a surviving spouse's or a partner's pension, a lump-sum death benefit is paid.

Art. 21 Amount of lump-sum death benefit

The amount of the lump-sum death benefit is defined in the Pension Plan.

Art. 22 Supplemental lump-sum death benefit

The amount of the supplemental lump-sum death benefit is defined in the Pension Plan.

Final provisions

Art. 23 Effective date

1. These General Terms and Conditions come into effect on 1 July 2023.
2. They shall be submitted to the regulatory authority, the active members and the Company.

Schedule

Section 1 Salary

(Article 9 of the Pension Regulations)

- The highest hourly amounts applied by the Foundation are set based on the BVG/LPP threshold values of 12 months and 2,187 hours per year (in accordance with collective bargaining agreements). On 1 January 2023, the applicable threshold values are:

	Amounts		
	per year	per month	per hour
Entry threshold	22,050.00	1,837.50	10.10
Co-ordination amount	25,725.00	2,143.75	11.75
Maximum base salary	88,200.00	7,350.00	40.35
Maximum pensionable salary	62,475.00	5,206.25	28.60
Minimum pensionable salary	3,675.00	306.25	1.70

- The above table also shows the contributions applied on a member's monthly salary.
- In possible application of Article 9(4), the maximum amounts for 2023 are set at CHF 308,700.00 per year, CHF 25,725.00 per month, and CHF 141.15 per hour.

Section 2 Notional amount of retirement savings capital

(Article 13 of the Pension Regulations)

- The notional retirement savings capital is expressed as a percentage of the pensionable salary taking into account a member's age.

Age	Factor	Age	Factor	Age	Factor	Age	Factor
25	7.0	36	99.9	47	261.3	58	519.7
26	14.1	37	111.9	48	281.5	59	548.1
27	21.4	38	124.2	49	302.1	60	577.1
28	28.9	39	136.7	50	323.2	61	606.6
29	36.4	40	149.4	51	344.6	62	636.8
30	44.2	41	162.4	52	366.5	63	667.5
31	52.0	42	175.6	53	388.8	64	698.9
32	60.1	43	189.1	54	411.6	65	730.8
33	68.3	44	202.9	55	437.8		
34	76.6	45	222.0	56	464.6		
35	88.2	46	241.4	57	491.9		

- A member's age corresponds to the difference between the current calendar year and the member's birth year.

Example:

A member aged 35 joins with an hourly salary of CHF 25.15 and a vested termination benefit of CHF 10,000.00

Pensionable hourly salary (CHF 25.15 - CHF 11.75)	CHF	13.40
Pensionable annual salary (CHF 13.40 x 180 x 12)	CHF	28,944.00
Notional amount of retirement savings capital at age 35 (28,944.00 x 0.882)	CHF	25,528.00
Maximum personal contribution at age 35 (25,528.00 - 10,000.00)	CHF	15,528.00

Section 3 Notional amount of early retirement account

(Article 50 of the Pension Regulations)

- The notional retirement savings capital is expressed as a percentage of the pensionable salary taking into account a member's age.

Men

Age	Factor	Age	Factor	Age	Factor	Age	Factor
25	139.9	36	173.9	47	216.3	58	268.9
26	142.7	37	177.4	48	220.6	59	274.3
27	145.5	38	180.9	49	225.0	60	279.7
28	148.4	39	184.6	50	229.5	61	221.6
29	151.4	40	188.3	51	234.1	62	164.8
30	154.4	41	192.0	52	238.8	63	109.0
31	157.5	42	195.9	53	243.5	64	54.1
32	160.7	43	199.8	54	248.4		
33	163.9	44	203.8	55	253.4		
34	167.2	45	207.9	56	258.4		
35	170.5	46	212.0	57	263.6		

Women

Age	Factor	Age	Factor	Age	Factor	Age	Factor
25	138.3	36	172.0	47	213.9	58	265.9
26	141.1	37	175.4	48	218.1	59	271.2
27	143.9	38	178.9	49	222.5	60	214.9
28	146.8	39	182.5	50	226.9	61	159.8
29	149.7	40	186.2	51	231.5	62	105.8
30	152.7	41	189.9	52	236.1	63	52.5
31	155.8	42	193.7	53	240.8		
32	158.9	43	197.6	54	245.6		
33	162.1	44	201.5	55	250.6		
34	165.3	45	205.5	56	255.6		
35	168.6	46	209.7	57	260.7		

- A member's age corresponds to the difference between the current calendar year and their birth year.

Example:

A member aged 50 with an hourly salary of CHF 25.15 intends to take early retirement at the age of 60. The member wishes to create an early retirement account to improve their retirement benefits. Their retirement savings capital has already attained the maximum amount under Article 12(4).

Pensionable hourly salary (25.15 - 11.75)	CHF	13.40
Pensionable annual salary (13.40 x 180 x 12)	CHF	28,944.00
Maximum contribution to funding early retirement (2.295 x 28,944.00)	CHF	66,426.50

Section 4 Pensionable salary within the meaning of Article 9

This Schedule shows both the salary components taken into account in the pensionable salary and those which are not. Moreover, it indicates whether or not the salary components are subject to AHV/AVS contributions.

Salary components subject to the BVG/LPP entering into account in the pensionable salary:

Salary component	AHV/AVS contribution
a. Salary (per month, week, day, hour)	Yes
b. 13th month's salary	Yes
c. Paid holidays	Yes
d. Paid public holidays	Yes
e. Paid leave (marriage, death, relocation...)	Yes
f. Guaranteed bonus (salary component)	Yes

Replacement salary and daily cash benefits	AHV/AVS contribution
a. Health Insurance	No
b. Accident insurance	No
c. EO/APG daily benefit (military or civilian service)	Yes
d. EO/APG daily benefit (parental leave)	Yes
e. Waiting period	Yes

Salary components a, b, and c are only taken into account in the pensionable salary during the statutory period of continued pay in accordance with Article 324a OR/CO.

Salary component d is only taken into account in the pensionable salary during the statutory period of continued pay in accordance with Article 329f OR/CO, i.e. during 14 weeks.

Salary components which are not subject to the BVG/LPP and which are not, therefore, included in the pensionable salary:

Salary component	AHV/AVS contribution
a. Occasional gratuities and bonuses	Yes
b. Supplement for group work	Yes
c. Overtime pay	Yes
d. Time credits	Yes
e. Reimbursement of expenses	No
f. Family and birth allocations	No
g. Rehabilitation benefits (IV/AI, unemployment)	No