

## **Collective Employment Contract 2026**

between

**Sunrise LLC**  
**Thurgauerstrasse 101b**  
**8152 Glattpark**  
**(«Sunrise»)**

and

**syndicom – Gewerkschaft Medien und Kommunikation**  
**Monbijoustrasse 33**  
**3001 Bern**  
**(«syndicom»)**

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Only for internal use

Titel Collective Employment Contract  
Datum 01.01.2026



**Sunrise**

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# Together

## Recitals

Through this Collective Employment Contract (CEC), the Parties intend to make a joint contribution to the development of their employees and Sunrise, define in good faith in good faith their cooperation, engage in constructive dialogue and maintain industrial peace. The Parties enter into this CEC as a token of their genuine social partnership and acknowledge their joint responsibility for structuring the terms and conditions of employment of the employees of Sunrise. Together they will do everything in their power to strengthen their social partnership and, in the event of differences of opinion, to engage in constructive discussions in order to reach an agreement. The Parties wish to promote equal opportunity and undertake to protect the privacy of their employees, to achieve equality and to take all measures necessary to prevent discrimination on the basis of origin, sexual orientation, religion, disability or gender, and sexual harassment or bullying. The goal is to achieve balanced representation of genders, languages and cultures in committees and project and work teams.

## 1 Scope of application

### 1.1 Personnel

This CEC applies to all Sunrise employees.

For commercial travellers (external sales staff; positions up to Level 4), the provisions covering working time ([Section 21](#)) do not apply.

### 1.2 Exceptions

This CEC does not apply to:

- Members of executive management (Executive Committee)
- Employees in any position starting at Level 5
- Employees who work on average less than eight hours per week
- Employees with fixed-term employment contracts of up to three months

## 2 Period of validity

This CEC shall enter into force on 1 January 2026 and shall remain in force until 31 December 2028.

If neither of the CEC Parties gives written notice of dismissal by 30 June of the relevant calendar year (the first possible effective date being 31 December 2028), this CEC shall be automatically extended for an additional year.

## **Contractual obligations and provisions**

### **3 Freedom to unionise**

The freedom to unionise is guaranteed. Employees have the right either to join or not join a trade union. No one may be disadvantaged as a result of exercising their trade-union activity and rights.

### **4 Equality, equal opportunities and protection of privacy**

The CEC Parties wish to promote equal opportunities. Sunrise undertakes:

- To protect the privacy of employees
- To achieve equality
- To take measures to prevent sexual harassment and bullying and, if necessary, to ensure that they are remedied
- To strive for balanced representation of genders, languages and cultures
- Not to discriminate against or disadvantage employees either directly or indirectly on the basis of their lifestyle, sexual orientation or gender characteristics (prohibition of discrimination; see also Section 28 below)
- To take appropriate measures to implement equal opportunities

Sunrise shall nominate internal contact persons to be available for employees who feel marginalised or sexually harassed.

At the request of either Party, meetings on these subjects may be called to discuss common interests and objectives in this area.

Employees who report cases of discrimination or harassment in good faith shall not suffer professional disadvantages as a result. This also applies to other persons involved within Sunrise.

The Employees' Representation Committee and syndicom shall be informed about the salary-equality analysis or the examination thereof, as the case may be, pursuant to the Swiss Federal Act on Gender Equality.

Employees in registered partnerships are to receive the same treatment as married couples.

### **5 Cooperation between CEC Parties and syndicom information right**

syndicom shall exercise its participation rights towards Sunrise (see also [Participation Matrix in Annex 1](#)) and serve as the direct contact for the Executive Committee for all important issues affecting the social partnership.

Sunrise shall support syndicom in respect of its right to information. Access to the company and/or the company premises and access to employees via the intranet shall be granted to syndicom upon prior consultation with Sunrise.



syndicom shall be granted up to four hours per year for the holding of information events during working hours. Sunrise Executive Management has the right to express its opinion and to present the position of Sunrise at such information events.

## **6 Obligation to maintain industrial peace**

The CEC Parties shall be subject to an absolute obligation to maintain industrial peace. All forms of industrial action, such as strikes and lock-outs, are prohibited for the duration of the CEC, including in relation to issues not governed by the CEC and the Annexes.

## **7 Operational participation**

The CEC Parties shall promote the operational participation of the employees and thereby support a good working atmosphere. The Parties shall enforce the provisions of the Collective Employment Contract.

## **8 Employees' Representation Committee**

Sunrise has an Employees' Representation Committee, as referred to in the Employees' Participation Act ("Mitwirkungsgesetz"). This Committee shall exercise its participation rights in accordance with the Participation Matrix set out in Annex 1.

## **9 Salary negotiations**

Each Party to the CEC shall have until 31 December to request negotiations on salary adjustments to take effect as of 1 April of the following year. Criteria for assessing salaries include, but are not limited to, the company's development, the development of the economy as a whole and the sector, and changes in the cost of living.

Apprentices' salaries shall not be the subject of salary negotiations. Any salary adjustments for apprentices shall be determined by Sunrise.

If the Parties are unable to agree on the salary adjustment, each Party may refer the matter to the Arbitration Tribunal by 31 January in accordance with Section 14.1.

## **10 CEC contribution and CEC contribution fund**

### **10.1 CEC contribution**

Employees subject to the CEC shall pay a monthly CEC contribution based on their level of employment, as follows:

- |                  |        |
|------------------|--------|
| ■ From 70%:      | CHF 22 |
| ■ 50-70%:        | CHF 17 |
| ■ Less than 50%: | CHF 12 |

Apprentices are exempt from the obligation to pay contributions.

The contribution shall be deducted by Sunrise on a monthly basis from the employee's salary and listed on the pay slip.

Employees who are members of syndicom shall receive a refund of the CEC contribution from syndicom.

## **10.2 CEC contribution fund**

CEC contributions shall be paid into a fund managed by syndicom.

syndicom shall ensure that the monies from this fund benefit the employees covered by this CEC.

The fund may be utilised to finance expenses directly related to the execution and implementation of this CEC and the collective representation of employee interests. In particular, the fund may finance the following in whole or in part:

- Maintenance of the social partnership relationship
- Information material and the costs of additional information measures
- Administration of the fund
- Negotiation costs for the negotiation and further development of the CEC
- Costs of further training courses for trade unions and of training for the members of the Employees' Representation Committee
- Costs for days off of trade-union members attending trade-union meetings or training courses, and of employees who work as members of the company/branch board of syndicom

## **11 Social plan**

The CEC Parties shall conduct Social Plan negotiations in good time if Sunrise intends to terminate at least 30 employees within 30 days for reasons unrelated to their person (art. 335i Swiss Code of Obligations ("CO", "Obligationenrecht")). The Social Plan shall contain measures to prevent and mitigate any adverse effects on the employees involved.

The Social Plan shall define the purpose for which the funds are to be used (e.g., job placement, retraining or severance compensation), and the formation, composition and competency of the equally representative bodies which are responsible for the use of the funds and are involved in the implementation of the Social Plan.

Together with this CEC, the 2026 Social Plan agreed between the social partners will also come into force.

## **12 Willingness to negotiate**

If, in the opinion of a CEC Party, an important issue relating to the contractual relationship needs to be clarified during the term of the CEC or if a CEC Party requests an amendment to the provisions of the CEC or its Annexes, the CEC Parties undertake to discuss such issues

and to endeavour to resolve them in good faith. Until an agreement has been reached or a new solution has been found and has come into force, the existing provisions shall continue to apply.

## **13 Joint Mediation Board**

### **13.1 Competence**

The Joint Mediation Board shall submit proposals for the settlement of disputes between the CEC Parties concerning the interpretation and application of the CEC and its Annexes.

Disputes between the CEC Parties concerning the interpretation and application of the Social Plan, and disputes concerning employee salaries do not fall within the competence of the Joint Mediation Board.

Differences in opinion regarding salary negotiations pursuant to Section 9 CEC may not be submitted to the Joint Mediation Board. Only the Arbitration Tribunal referred to in Section 14 CEC is competent for such matters.

### **13.2 Election and constitution**

The Joint Mediation Board shall consist of three members. Sunrise and syndicom shall each designate one member and jointly designate the third member as the chairperson. The chairperson may not be a member of, or economically dependent on, either of the CEC Parties. In the event of disagreement regarding the selection of the chairperson, the Arbitration Tribunal shall decide pursuant to Section 14.1 CEC. The members of the Joint Mediation Board shall be appointed for the duration of the CEC's validity. Their term of office shall be extended automatically upon extension of the CEC.

### **13.3 Proceedings**

The proceedings shall be initiated upon receipt of a written submission from the applicant by the Joint Mediation Board. The latter shall forward the application to the respondent and request it to submit a written statement within 15 days of submission of the application. The Joint Mediation Board shall invite the CEC Parties to a hearing.

The Joint Mediation Board shall submit a written settlement proposal to the CEC Parties no later than one month after the hearing.

If both of the CEC Parties fail to accept the settlement proposal within 15 days of service, it shall be deemed rejected.

If no agreement is reached, the CEC Parties may refer the matter to the Arbitration Tribunal within three months of submission of the settlement proposal.

Each CEC party shall bear its own costs in respect of the dispute. Each of the CEC Parties shall cover one-half of the compensation for the members of the Joint Mediation Board.

During the proceedings before the Joint Mediation Board, the CEC Parties shall refrain from any public dispute.

## **14 Arbitration Tribunal**

### **14.1 Competence**

An independent and impartial Arbitration Tribunal shall decide disputes between the CEC Parties concerning the interpretation and application of the CEC and its Annexes, to the exclusion of the ordinary courts, if the CEC Parties do not reach an agreement in any proceedings before the Joint Mediation Board.

In the event of disagreement between the CEC Parties, the Arbitration Tribunal shall decide on the election of the chairperson of the Joint Mediation Board pursuant to Section 13.2 CEC.

The Arbitration Tribunal shall also decide on salary adjustments if the Parties fail to agree on this in the salary negotiations.

If the CEC Parties are unable to agree on a Social Plan, the Arbitration Tribunal must be appointed to create one through a binding arbitration judgment.

### **14.2 Election, constitution and seat**

The Arbitration Tribunal shall be composed of the chairperson and two arbitrators. Each of the CEC Parties shall appoint one arbitrator.

If either of the CEC Parties wishes to refer a matter to the Arbitration Tribunal, it shall inform the other CEC Party thereof in writing, indicating the subject of the dispute and naming its own arbitrator. The other CEC Party shall also appoint its own arbitrator within a maximum period of 20 working days from receipt of such notice and shall notify the other CEC Party thereof in writing. The CEC Parties must accept the arbitrators so appointed unless reasonable doubt exists as to their independence or impartiality. Within no more than 30 working days, the two arbitrators shall then jointly appoint a chairperson, who shall have the casting vote. If the two arbitrators are unable to reach agreement, or if they fail to appoint a chairperson by the relevant deadline, the chairperson shall be appointed by the Cantonal Supreme Court of Zurich at the request of a CEC Party.

The seat of the Arbitration Tribunal shall be in Zurich.

### **14.3 Procedure**

The Arbitration Tribunal shall determine the applicable procedure based on its own authority. This should be a simple and quick procedure. Generally, a simple exchange of written submissions followed by a hearing should take place. The summonses and notices of the Arbitration Tribunal shall be sent by e-mail.

The deliberations of the Arbitration Tribunal shall take place in the absence of the CEC Parties. The CEC Parties shall be notified by email of the Arbitration Tribunal's reasoned judgment.

In the event of differences regarding collective salary negotiations, the Arbitration Tribunal shall issue its decision within 30 days of the date on which it was constituted, after hearing

the parties orally and without exchanging written submissions. The Arbitration Tribunal's decision is final.

Its costs and compensation shall be determined by the Arbitration Tribunal. The costs incurred by the arbitrators and the secretary shall be calculated based on time spent. The maximum hourly rate for the arbitrators is CHF 350 and the maximum hourly rate for the secretary is CHF 200.

The Arbitration Tribunal may at any time attempt to arrange a mutual agreement.

The Arbitration Tribunal's decision is final, subject to an appeal to the Federal Supreme Court pursuant to art. 389 ff. Swiss Civil Procedure Code ("CPC", "Zivilprozessordnung").

During the arbitration process, the CEC Parties shall refrain from any public dispute.

#### **14.4 Subsidiary provisions**

Unless otherwise provided in the CEC, art. 353 ff. CPC shall apply.

## **Normative provisions**

## **Flexible and new way of working**

### **15 Formation of the employment relationship**

The employment relationship shall be deemed to have been concluded if both Parties have signed the Employment Contract, subject to Section 16. For this purpose, a simple digital signature or a mechanical reproduction of a signature shall be equivalent to a handwritten signature.

The Individual Employment Contract (IEC) shall define as a minimum the commencement of the employment relationship, and for a fixed-term employment relationship the duration of the employment relationship, the degree of employment, the duration of the probationary period, the level of the position, the salary, the position and the place of work.

By signing the IEC, the employee agrees to the normative provisions of this CEC and to the deduction of the CEC contribution (Section 10).

Apprentices shall be employed by means of a written apprenticeship contract and in accordance with the relevant statutory provisions.

### **16 Work permits for foreigners, extracts from the Criminal Register and the Debt Enforcement Register, medical fitness assessments**

For foreign employees, the issuance or extension of the necessary permits according to the applicable immigration laws must have taken place in order for the employment contract to be mutually binding.

When hiring, Sunrise may request an extract from the Criminal Register and/or the Debt Enforcement Register, if the position so requires. Employment may be made contingent on the content of these extracts. An employment contract that has already been concluded shall only be valid if an extract from the Criminal Register and/or the Debt Enforcement Register is issued to the satisfaction of Sunrise. Sunrise may also periodically request employees to submit an extract from the Criminal Register and/or the Debt Enforcement Register during the employment relationship.

For positions which are physically demanding, employment may be made contingent upon a medical fitness certificate.

## **17 Probationary period**

Unless otherwise agreed, the first three months of employment shall be deemed a probationary period for employees with an unlimited employment contract. For employees with a fixed-term employment contract, the first two-thirds of the employment period shall be considered a probationary period, but up to a maximum of three months.

The Parties may also agree on a shorter probationary period or waive the probationary period.

If the period that normally constitutes the probationary period is interrupted by illness, accident or fulfilment of a non-voluntary legal obligation, the probation period shall be extended accordingly.

## **18 Dismissal without notice**

The employment relationship shall end at the end of the month after the normal retirement age is reached, on death, or on expiry of the agreed contractual term in the case of a fixed-term employment contract, without notice of dismissal.

## **19 Dismissal**

During the probationary period, the employment relationship may be terminated by either Party on any calendar day, subject to a notice period of seven days

Following expiry of the probationary period, the employment relationship may be terminated by either Party in the first year of service with a notice period of two months and, from the second year of service with a notice period of three months as per the end of a month. From the 10<sup>th</sup> year of service and from 50 years of age (both conditions must be met), the notice period is five months.

In exceptional cases, the Parties may also agree on other notice periods in the employment contract.

In exceptional cases, the Parties may also agree that a fixed-term employment contract may be terminated early before the end of its fixed term with a mutually agreed notice period.

## **20 Dismissal of members of the company board and Employees' Representation Committee**

Employees who are members of the syndicom Sunrise company board and have reported this position to Sunrise in writing or who are members of the Employees' Representation Committee of Sunrise GmbH or the Sunrise pension fund's Board of Trustees shall be subject to a notice period of five months. Notice of dismissal of such employees may only be given for:

- a) Reasons related to their performance or conduct
- b) Commercial reasons provided that Sunrise has sought potential internal employment alternatives

In the case of dismissal for the above reasons, Sunrise shall grant syndicom's ICT-sector management access to the relevant documents (subject to compliance with data- and privacy-protection requirements). Dismissal shall be discussed in advance between syndicom's ICT-sector management, the chairperson of the Employees' Representation Committee, the CEO and the CPO of Sunrise. The chairperson of the Employees' Representation Committee shall not be involved in the case of members of the syndicom Sunrise company board.

Dismissal for cause pursuant to Art. 337 CO (OR) is possible at any time and without prior discussion with syndicom and the chairperson of the Employees' Representation Committee.

## **21 Annual working time**

### **21.1 Purpose**

Employees work according to an annual working-time model. This model is aimed at adapting working time better to varying work volumes and at more flexible work planning and organisation. The rules concerning working time also apply to FlexWork (see Section 22.2).

Employees have the right to switch off from work and to be unavailable, and not to respond outside the established working-time regulations to communications.

### **21.2 Annual planned working time**

The calculation period for annual planned working time shall be 12 months, from 1 January to 31 December. The annual planned working time is based on an average of 40 planned working hours per week or an average of eight planned working hours per day. The relevant annual planned working time, including vacation and public holidays, is 2,080 hours (40 hours x 52 weeks).

For part-time employees, annual planned working time shall be reduced in accordance with the agreed degree of employment. If employees join or leave Sunrise during the calculation period, their annual planned working time shall be calculated on a pro-rata basis. Part-time employees may not, however, be required to work regularly or without prior agreement for

an extended period (more than one month) in excess of the contractually agreed degree of work.

Based on the annual working time, varying working times may be offset within the calculation period. The employee's monthly salary payments shall be made on an equalised basis and irrespective of fluctuations in working time.

## **21.3 General provisions**

### **21.3.1 Working time and rest periods**

The provisions on working-time and rest-period as set out in the Federal Labour Act ("Arbeitsgesetz") must be observed.

#### **21.3.2 Working-time framework**

Work performed between 22.00 and 6.00 is considered night work. Work performed between 23.00 on the previous day and 23.00 on Sundays or on public holidays equivalent to Sundays is deemed to be Sunday work or public-holiday work.

Night work, Sunday work and work on public holidays equivalent to Sundays is only permitted if there is an official authorisation from the public authorities or a statutory exemption from the authorisation requirement applies and the employees agree to perform this work.

Daily work, including breaks and overtime, must be carried out within a 14-hour period. Employees may work for a maximum of 12.5 hours (without counting break time) per day (including extra hours). As a general rule, the daily rest period shall be at least 11 consecutive hours.

The maximum weekly working time is 45 hours and, as a rule, may not be exceeded. If, on an exceptional basis, employees work beyond the maximum working time, the excess shall count as extra hours, the permitted maximum of which is 170 hours per calendar year.

#### **21.3.3 Breaks**

Work shall be interspersed with break periods of the following minimum duration:

For working periods of:

- More than 5.5 hours/day      Minimum break period: 15 minutes
- More than 7 hours/day      Minimum break period: 30 minutes
- More than 9 hours/day      Minimum break period: 60 minutes

Break periods should take place around the middle of the working time. Breaks lasting more than a half hour may be subdivided. If a partial working period of more than 5.5 hours occurs before or after a break, an additional break must be taken in accordance with the above paragraph. The minimum break periods must be observed and shall in any event be deducted from working time as required by law. In the event of flexible working time, the average daily working time shall be utilised to determine the break period applicable.

Break periods do not count as paid working time. However, Sunrise grants employees reasonable short breaks during working time. These breaks are determined within the business units.

A total break time of 30 minutes per day shall be considered as working time for employees in the call centre who work according to a fixed shift plan.

### **21.3.4 Salary and time supplements for special working periods**

Salary and time supplements shall only be paid for planned or previously specified special working time periods. The following salary supplements shall be paid during the special working time defined below:

- Night supplement (22.00 to 6.00) 50%
- Sunday and public-holiday supplement (23.00 to 23.00) 50%
- Supplement for Saturday on-call work 50%

Payment of salary supplements shall be based on the work hours actually performed and in line with the agreed salary (gross).

If salary supplements apply to the same working time period, they cannot be cumulated; only one supplement may be paid. It is not permitted to combine one supplement with another for additional work in accordance with Sections 21.5.1 and 21.5.2.

Employees are entitled to a time supplement of 10% for night work after 25 nights of such night work (22.00 to 6.00) in addition to the salary supplement.

### **21.3.5 On-call service**

#### **21.3.5.1 On-call duty and on-call assignments**

On-call service includes on-call duty and on-call assignments. In addition to their normal work, employees are on standby at all times during their leisure time for any on-call assignments in order to rectify faults, provide assistance in emergency situations, carry out inspections or participate in similar special events. On-call duty is performed outside Sunrise premises.

#### **21.3.5.2 On-call assignment planning**

On-call service shall be in accordance with the relevant on-call assignment schedules, which shall be notified to the employees as early as possible, but normally at least 14 days in advance.

#### **21.3.5.3 On-call duty allowance**

On-call duty shall be compensated with the following salary allowances (gross):

- Monday to Friday: CHF 5.50 per hour
- Saturday, Sunday and public holidays: CHF 175 per day

#### **21.3.5.4 On-call assignments**

Time made available as part of the on-call service shall be credited to the paid working time insofar as the employee is actually called on to perform on-call work. In this case, any travel time to and from work shall be classified as paid working time.

The salary and time supplements for on-call assignments at night, on Saturdays, Sundays or public holidays shall be determined in accordance with Section 21.3.4. and shall be paid in addition to the on-call allowance specified in Section 21.3.5.3. On-call assignments must be recorded using the time-tracking tool provided by Sunrise, in accordance with its instructions.

#### **21.3.5.5 Emergency work**

If an employee is obliged to work in the event of an emergency outside on-call service, they shall receive the same compensation as an employee who performs on-call service, i.e., the supplement for on-call duty in accordance with Section 21.3.5.3 and salary and time supplements in accordance with Section 21.3.4.

#### **21.3.6 Business travel**

For business-related travel within Switzerland, travel time shall be deemed to be paid working time. In the event of travel from the employee's place of residence to the place of work (or from there to the place of residence), only the part of the journey that exceeds the usual commute shall count as paid working time. Time that employees have at their own disposal during a business trip (e.g., breaks or stays at the hotel) does not count as paid working time.

If an employee travels abroad as part of their work, the time spent travelling to and from the foreign location and working abroad is counted as working time based on the actual time spent, together with the travel time counted as working time in Switzerland, up to a maximum of 10 hours per day, regardless of the level of employment.

#### **21.3.7 Professional-development training**

Participation in obligatory professional-development training ordered by Sunrise is counted towards working time based on the time actually spent (including travel time), less the free time available (e.g., break time).

Participation in voluntary professional-development training approved by Sunrise shall be counted as working time based on the time actually spent (including travel time), less the free time available (e.g., break time), up to a maximum of eight hours per day, irrespective of the level of employment.

For further details on basic and professional-development training, see [Section 28](#) below.

### **21.3.8 Credit for paid absences**

Paid absences (e.g., inability to work due to illness or accident, vacation) shall count as working time in accordance with the contractually agreed degree of employment, based on the planned working time.

### **21.3.9 Definition of time balance and general compensation rules**

The time balance is the net difference between the planned and actual working times, and is either positive (additional hours) or negative (negative hours).

On 31 December or at the end of the employment relationship, the employee's time balance should be as equalised as possible. A maximum of 170 extra hours may be worked per calendar year. Otherwise, the time balance should normally be between 20 additional (positive) hours (excluding extra hours) and 20 negative hours.

Employees agree to compensate additional hours with time off of the same duration and to work any negative hours. For the purpose of compensating additional hours, they also agree always to start by compensating the extra hours, and such compensation must, where possible, be made within six months. The remaining additional hours may only be compensated once the employees have fully compensated the extra hours.

Sunrise has implemented an internal-control system to notify line managers and the People department on a monthly basis about the individual employee's time balance. In particular, to ensure compliance with the Labour Act and to protect employee health, Sunrise and particularly line managers shall check employee time records and their time balances on a monthly basis. If additional hours exceed 100 hours, or negative hours exceed 40 hours, measures to reduce these time balances shall be taken immediately. However, Sunrise is entitled at any time – including at short notice (with a notice period of at least three days) – to order compensation of additional hours. Sunrise is entitled at any time – even at short notice – to mandate negative hours as well as the working of negative hours.

### **21.3.10 Time recording**

Employees shall track their working time using the time-recording tool provided by Sunrise in accordance with its instructions, unless they have waived time recording based on the "Agreement on Waiver of Time Recording between syndicom and Sunrise".

## **21.4 Working-time models**

In individual business areas or functions, varying working-time models are used within the overall annual working-time framework, and these take into account the general provisions and commercial interests.

Two different working-time models are in place:

- Working-time model with fixed working time
- Working-time model with flexible working time

#### **21.4.1 Working-time model with fixed working time**

Under the working-time model with fixed working time, employees work according to a work schedule specified by Sunrise (e.g., call centre, shops).

The daily working time shall be adjusted to the volume of work by means of assignment scheduling. Accordingly, the employees' working time shall be determined based on assignment schedules, which shall be made available to them, if possible, 14 days before the relevant work assignment.

The organisation and compensation of additional hours or the organisation and working of negative hours is carried out via the assignment planning or in accordance with the instructions of Sunrise.

#### **21.4.2 Working-time model with flexible working time**

Under the working-time model with flexible working time, employees can generally allocate their working time freely.

Work must normally be performed from Monday to Friday between 6.00 and 20.00. As an exception, Sunrise may also order work assignments outside of this working timeframe.

The line manager may arrange working hours during which availability for internal and external customers must be ensured.

Employees are generally free to allocate their annual working time, subject to the arranged working hours, the general conditions in place and taking into account the interests of Sunrise. They shall organise their work independently in consultation with their line managers.

The building up and compensation of additional hours or the building up and working of negative hours are generally carried out by the employees in consultation with their line managers.

### **21.5 Time balance**

#### **21.5.1 Time balance as at 31 December**

As at 31 December, the employee's time balance should be as equalised as possible. Extra hours not compensated by 31 December shall be paid out based on the agreed salary with a supplement of 25%. The remaining additional hours (overtime) not compensated by 31 December shall be carried over to the following year and compensated by time off of the same duration. Employees may apply for payment of uncompensated overtime by 31 March of the following year. Any disbursement shall be made at the rate of the fixed salary without supplement. Overtime not paid out by 31 March shall be compensated as soon as possible with time off of the same duration.

If the negative hours as at 31 December are to be attributed to the employee, these hours may be deducted from the employee's salary at the request of Sunrise or carried over to the following year. Any negative hours carried over to the following year must be worked

as soon as possible. If the negative hours reported as at 31 December are not attributed to the employee, they shall be forfeited at the expense of Sunrise.

### **21.5.2 Time balance at the end of the employment relationship**

Upon termination of the employment relationship, the employee's time balance shall be as equalised as possible. Extra hours not compensated by the termination of the employment relationship shall be paid out based on the agreed salary with a supplement of 25%. The remaining uncompensated additional hours shall be paid out at the rate of the fixed salary without a supplement.

Any negative hours recorded at the end of the employment relationship shall be deducted from the employee's salary, provided that the negative hours are to be attributed to the employee. If the negative hours are not attributed to the employee, they shall be forfeited at the expense of Sunrise.

### **21.6 Special rules for time balances of employees earning annual income above CHF 120,000**

These special rules for time balances apply to employees with annual income above CHF 120,000 (including variable compensation) irrespective of the working-time model (working-time model with fixed working time or working-time model with variable working time). Section 21.5 is not applicable. For part-time employees, the annual income of over CHF 120,000 is reduced in line with the level of employment.

#### **21.6.1 Time balance as at 31 December**

Extras hours not compensated by 31 December shall be paid out based on the agreed salary with a supplement of 25%. The remaining overtime not compensated by 31 December shall be forfeited without compensation. These hours are covered by the employee's salary.

Negative hours reported by 31 December shall be carried over to the following year and must be worked as soon as possible.

#### **21.6.2 Time balance at the end of the employment relationship**

Overtime hours that have not been compensated by the end of the employment relationship shall be forfeited without compensation at the employee's expense; these hours are covered by the employee's salary. Uncompensated extra hours shall be paid based on the agreed salary with a supplement of 25%.

Any negative hours recorded at the end of the employment relationship shall be deducted from the employee's salary, provided that the negative hours are attributed to the employee. If the negative hours are not attributed to the employee, they shall be forfeited at the expense of Sunrise.

## **22 Place of work and tasks**

### **22.1 Principle**

The place of work and tasks shall be defined in accordance with the employment contract.

Employees may also be transferred to another place of work if operational reasons justify such a transfer and this is deemed reasonable for the employees in light of any resulting longer commute. A commute which requires up to 60 minutes more (per trip, from the place of residence to the place of work, via public transport) is deemed reasonable.

For operational reasons, employees may be temporarily assigned work that is not part of the usual tasks covered by the employment contract but that deemed to be reasonable for them.

### **22.2 Flexwork**

FlexWork encompasses the voluntary performance of the professional duties outside the office premises of Sunrise (hereafter office premises). By enabling this complementary form of work for employees, Sunrise intends to contribute to increased productivity and to improved compatibility of professional requirements and private needs.

Sunrise may restrict or define FlexWork more precisely, taking into account the interests and needs of employees, of particular teams and of Sunrise. In doing so, due consideration will be given to the specific area of activity and the specific tasks of the teams and employees. To the extent that individual duties allow it and that no operational reasons preclude FlexWork, employees may utilise FlexWork in agreement with their line manager. A line manager may impose additional restrictions on FlexWork only in writing and by stating the operational reasons, and in consultation with the respective People Business Partner.

The workplace at Sunrise remains in existence and FlexWork is complementary to working on the office premises. FlexWork is permitted wherever employees can guarantee compliance with all Sunrise guidelines. FlexWork abroad is only permitted under certain conditions. For details, please refer to the Working Abroad Policy.

If the number of days spent in the office are to be increased at company level or in individual departments/divisions, Sunrise grants employees a three-month transitional period.

For FlexWork, the same working-time regulations stipulated under labour law (including break regulations, rest periods, night work and Sunday work bans) as those for working in the office premises apply without restriction.

For FlexWork, overtime may also only be worked at the express instruction (in writing or by e-mail) of the direct line manager. When working under FlexWork, generally the same availability applies as in the office premises or is defined in consultation with the line manager.

By working under FlexWork the employee confirms that they have a suitable, disruption-free and ergonomically equipped work area (desk, lighting, office chair, etc.) and the minimum equipment required for completing the work (telephone, Internet connection,

etc.). The work equipment made available by Sunrise remains the property of Sunrise, if not otherwise agreed, and is to be returned to Sunrise upon termination of the employment contract. The installation of the hard- and software provided by Sunrise for FlexWork is the responsibility of the employee. No on-site assistance will be provided by Sunrise. Sunrise will nevertheless provide conventional assistance during office hours in the office premises, incl. repair and maintenance and personal assistance on using the hard- and software.

Sunrise shall provide sufficient information on health and safety under FlexWork for the employee to design and set up their workplace appropriately.

## **23 Vacation**

### **23.1 Vacation entitlement**

Employees shall have the following vacation entitlements per calendar year:

- 30 working days: Apprentices, employees up to 31 December of the calendar year in which they reach 20 years of age and employees from 1 January of the year in which they reach 50 years of age.
- 25 working days: All other employees

Employees who join or leave the company in the course of the calendar year are entitled to a pro rata temporis vacation entitlement. Accrued vacation is calculated in half-days.

### **23.2 Taking vacation**

Sunrise is entitled to define when vacation is taken, but shall make an effort to satisfy employee requests, particularly those of employees with family obligations, to the greatest extent possible. There is, however, no right to take vacation at a specific time.

At least two consecutive weeks of vacation shall be taken per calendar year.

Vacation must generally be taken in full by the end of the relevant calendar year. Line managers must ensure that vacation is taken.

Accrued vacation days may only be paid out upon termination of the employment relationship. However, in general, any remaining vacation should be used before the end of the employment relationship.

If, at the end of the employment relationship, employees have received more paid vacation days than their entitlement, Sunrise may reclaim the excess vacation pay.

If a paid public holiday occurs during an employee's vacation, it shall not be charged against the employee's vacation entitlement.

### **23.3 Reduction of the vacation entitlement**

If employees are prevented from working for a total of more than one month in a calendar year through no fault of their own (e.g., due to illness, accident or the fulfilment of legal

obligations), their vacation entitlement may be reduced by 1/12 for each full month of absence from (and including) the second month.

In the event of inability to work as a result of pregnancy, the vacation entitlement may be reduced by 1/12 from (and including) the third month for every full month of inability to work. The employee's vacation entitlement shall not be reduced if paternity leave/leave of absence for the other parent (cf. Section 25.4), maternity leave (cf. Section 25.5), adoption leave (cf. Section 25) or care leave (cf. Section 25.6) is taken.

If the employee is at fault for their inability to work, their vacation entitlement may be reduced from (and including) the first full month.

In the event of unauthorised absence or unpaid leave, no vacation entitlement shall accrue, and the vacation reduction shall take place from the first day of absence.

If vacation days for the relevant calendar year have already been taken in full, the employee's salary may be reduced.

## **23.4 Public holidays**

Employees are entitled to paid public holidays. This entitlement relates to the federal and cantonal public holidays legally recognised at the place of work.

Employees are also given 24 and 31 December as paid public holidays. In years when these two days fall on a weekend, employees receive two days of compensation, which, whenever possible, must be taken in the last two weeks of the calendar year.

## **23.5 Brief absences**

Employees are entitled to brief paid absences in the following cases:

- Own wedding or registration of a partnership: two working days
- Wedding or registration of partnership of own children, parents or siblings: one working day
- Death of a life partner, own children, parents or siblings: up to and including the date of the funeral (max. ten working days)
- Death of a close relative (grandparent, parent-in-law): two working days
- Death of a member of the extended family or of a close friend: one working day
- Relocation of own household (no paid brief absences for relocations resulting from leaving Sunrise): one working day per calendar year

In the following cases, employees are entitled to brief paid absences if these fall on a working day:

- For care necessary in the event of a health impairment of relatives: up to three working days per event and a maximum of ten days per calendar year. For children, the care leave may also exceed ten days per calendar year; the continued payment of salary is governed by art. 324a CO (see Section 25.9). Sunrise may request a corresponding medical certificate.

- Job search after notice of dismissal has been given: time needed according to agreement
- Recruitment and issuance of military equipment: according to orders
- Official summons: time needed according to agreement
- Volunteer work: up to two working days per calendar year
- Work as an expert federal examiner: up to three days per calendar year

Youth leave: Granted to employees for unpaid leadership, care or advisory activity in the context of extracurricular youth work, and for the necessary basic training and professional-development training, up to a total of one week of unpaid youth leave per calendar year.

Visits to doctors, therapists, government offices, etc., must be made outside working time and do not count as paid working time. If, exceptionally, this is not possible, the visit to the doctor or to the government office must be reported to and approved by the employee's line manager. The working time for visits to doctors or to government offices shall not be paid, subject to art. 324a CO.

Members of the Employees' Representation Committee and the company board of syndicom shall be given the time necessary to exercise their regulatory or statutory internal representation of interests. Members of the Union receive a total of 3 paid working days per calendar year for union activities and/or union training.

## **23.6 Unpaid leave**

### **23.6.1 Basis principles**

Employees may choose to take unpaid leave, provided that their employment contract is not for a fixed term, their first year of service has been completed and operational conditions allow it.

The duration of unpaid leave shall be from a minimum of one month to a maximum of six months. Unpaid leave shall be credited to the years of service. Any accrued vacation and/or additional hours must be fully taken/compensated before the start of the unpaid leave.

If a request for unpaid leave is refused, the line manager must justify the refusal in writing.

### **23.6.2 Right to unpaid leave under certain circumstances**

Following parental leave (maternity / paternity / other parent's leave / adoption), employees (with a permanent contract and from their second year of service) are entitled to unpaid leave of up to two months. A corresponding application must be submitted for any extension. Employees (with a permanent contract and from their second year of service) are entitled to unpaid leave of up to two months to care for close relatives (parents/spouse/partner) and children, provided that their care is not covered by other provisions (e.g. Section 25.6). Sunrise reserves the right to request a medical certificate for the person cared for.



### **23.6.3 Insurance protection**

Accident insurance cover during the period of unpaid leave shall be in accordance with the applicable insurance terms and conditions. The insurance premium shall be borne by Sunrise.

### **23.6.4 Pension fund contributions**

The regulations of the pension fund shall apply.

## **Engagement and performance**

### **24 Salary**

#### **24.1 Principles and terms of remuneration**

The employee's salary depends in particular on their position, individual performance, on the success of Sunrise, and on the market. Employees are entitled to equal pay for work of equal value.

The annual fixed salary shall be paid out in 12 monthly instalments, into a banking account.

In addition to the fixed salary, a variable compensation component may be paid out. The variable compensation component shall amount to a maximum of the following portion of the agreed salary:

- Employees working in the sales area: 40%
- Employees working in the non-sales area: 15%

The applicable employee contributions for OASI/IV/LEC/UI and for the occupational pension insurance of Sunrise, and the premiums for the daily sickness benefit insurance (DSBI) shall be deducted from the salary.

#### **24.2 Minimum salary**

The agreed minimum annual salary is CHF 59,000 gross. In justified individual cases, a lower minimum salary may be paid. The minimum salary regulation does not apply to apprentices.

In well justified individual cases, the minimum salary may be reduced upon prior consultation with syndicom.



## **25 Continuation of salary payments**

### **25.1 Notification requirements, medical certificate, doctor**

Any work incapacity must be personally reported to the employee's line manager by telephone as soon as possible (no later than 9.00 on the first day of absence or before the start of the work assignment). Electronic notification by SMS or email, etc., is not sufficient. From the third calendar day of work incapacity as a result of illness or, if as a result of an accident, from the first calendar day of incapacity for work, the employee must submit a medical certificate on their own initiative. Sunrise may also request a medical certificate in the event of illness as of the first calendar day of absence. In the event of illness during the notice period following dismissal by Sunrise, the employee must submit a medical certificate as of the first day of absence.

Sunrise has the right to have an employee examined by a doctor in respect of their ability to work. The costs of such examination shall be borne by Sunrise.

### **25.2 Illness**

Employees are insured with a private daily sickness benefits scheme against loss of earnings as a result of incapacity to work for which they are not at fault and which is medically justified as a result of illness (at least 80% of the insured salary, for a maximum of 730 days, including waiting period). The premiums shall be paid in equal parts by Sunrise and the employee. This sick-pay insurance replaces the Sunrise obligation to continue paying the employee's salary. The insurance terms and conditions in force at the time shall apply.

During the waiting period under the daily sickness benefits insurance, Sunrise will pay 100% of the employee's fixed salary.

After the expiry of the waiting period, Sunrise will supplement the daily sickness allowance with a continuing salary payment for up to 730 days so that the employee is paid for the period of the work incapacity a total amount equal to 100% of the net salary that would have been paid if there had been no work incapacity (net salary differential).

The supplementary continuing salary payment from Sunrise is based on the assumption that the daily sickness benefits insurer will pay benefits. Sunrise may reduce the continuing salary payment to the same extent as the insurance reduces its daily benefits.

The entitlement to continuing salary payments during the waiting period and to supplementary continuing salary payments shall end at the latest upon termination of the employment relationship. After such termination, there shall be such entitlement to the insured daily allowance from the sickness allowance insurance as is set out in the applicable insurance terms and conditions.

If the daily sickness benefits insurance does not provide any benefits, Sunrise shall continue to pay the affected employee's salaries up to the maximum amount specified in art. 324a CO, provided the relevant conditions are met.

### **25.3 Accidents**

Employees shall be insured against the consequences of occupational and non-occupational accidents as well as occupational illnesses in accordance with the applicable statutory provisions.

The statutory entitlement to daily benefits shall arise on the third day following the day of the accident. During the waiting period for accident insurance, Sunrise will pay 100% of the employee's fixed salary. Upon expiry of the waiting period, Sunrise shall supplement the daily accident allowance for up to 730 days with continuing salary payments so that the employee is paid for the period of the work incapacity a total amount equal to 100% of the net salary that would have been paid if there had been no work incapacity (net salary differential)

The supplementary continuing salary payment from Sunrise is based on the assumption that the accident insurance will pay benefits. Sunrise may reduce the continuing salary payment to the same extent as the insurance reduces its daily benefits.

Sunrise will pay the premiums for obligatory occupational accident insurance, supplementary accident insurance and obligatory non-occupational accident insurance (NOAI).

The entitlement to continuing salary payments during the waiting period and to supplementary continuing salary payments shall end at the latest upon termination of the employment relationship. After such termination, there shall be such entitlement to the insured daily allowance from the accident insurance as is set out in the applicable insurance terms and conditions.

### **25.4 Paternity leave / other parent's leave**

An employee who is the legal father of a child at the time of its birth or who becomes the legal father within the following six months is entitled to 40 working days of paternity leave on full pay. The other parent (the mother's spouse) is entitled to the same if she is married to the mother at the time of the child's birth.

Paternity leave or leave for the other parent must be taken within one year of the birth of the child. At least ten working days must be taken in the first six months following the birth; benefits under the Loss of Earnings Compensation Act (Erwerbsersatzgesetz) are payable to Sunrise. Paternity leave or leave for the other parent may be taken on a weekly or daily basis.

There is no reduction in vacation entitlement when paternity leave or leave for the other parent is taken (see Section 23.3).

Eligibility and further details are set out in the applicable Parental Leave Policy.

## **25.5 Maternity leave**

Sunrise shall grant female employees an extended, paid maternity leave of 20 weeks after childbirth at full pay. The maternity benefit payable under the Loss of Earnings Compensation Act ("LECA", "Erwerbsersatzgesetz") shall accrue to Sunrise. If the employee does not receive compensation for loss of earnings due to maternity under the LECA, her entitlement to continuing salary payment shall be governed by article 324a CO.

At the employee's request, a return to work at a reduced degree of employment compared to the previous contractual degree of employment will be considered; the employee must notify Sunrise of her request at least 60 days before giving birth. The employee is entitled to a temporary reduction in her original degree of employment for a maximum of six months, with a guarantee that she can return to her original degree of employment after six months (see section 25.7). There is no entitlement to a reduction in the degree of employment beyond this or for a longer period. If the request for a general reduction in the degree of employment cannot be granted, the employee will be notified of this in writing (including by email).

There is no reduction in vacation entitlement if maternity leave is taken (see Section 23.3). Further details are set out in the applicable Policy on Pregnancy and Maternity Leave.

## **25.6 Adoption leave**

Sunrise grants employees extended paid adoption leave of 40 working days with full pay. Eligibility and further details are set out in the applicable Parental Leave Policy.

## **25.7 Entitlement to temporary reduction in degree of employment**

### **25.7.1 Following parental leave**

Following maternity/paternity/adoption leave/ the other parent's leave, employees are entitled to a temporary reduction of their degree of employment as follows:

- Reduction of at least 20% of the original degree of employment
- New degree of employment of at least 50%, and
- Maximum duration of reduction of employment is six months

After this period, Sunrise guarantees a return to the original degree of employment.

Continuation of the reduced degree of employment after six months is possible only with the consent of the line manager and the People Business Partner, and requires a contract amendment.

Further details are set out in the Parental Leave Policy and Policy on Pregnancy and Maternity Leave.

### **25.7.2 Caring for close relatives**

For the care of close relatives (parents/spouse/partner) and children, in so far as their care is not covered by other provisions (e.g., Section 25.9), employees are entitled to a temporary reduction in their degree of employment as follows:

- Reduction of at least 20% of the original degree of employment
- New degree of employment of at least 50%, and
- Maximum duration of reduction of employment is six months

Sunrise reserves the right to request a medical certificate for the person being cared for. Sunrise guarantees a return to the original working hours thereafter.

Continuation of the reduced degree of employment after six months is possible only with the consent of the line manager and the People Business Partner and requires a contract amendment.

### **25.8 Entitlement to reduction in degree of employment from the age of 58**

From the age of 58, employees are entitled to a reduction in degree of employment as follows:

- Between the ages of 58 and 60: reduction to a minimum degree of employment of 80%
- From the age of 61: reduction to a minimum degree of employment of 60%

### **25.9 Leave for caring for children with severe disabilities due to accident or illness**

Leave for caring for a child whose health is seriously affected by illness or accident is governed by art. 329i CO.

The continuing salary payment during the care leave shall amount to 100% for the first 10 days. Thereafter, it shall be governed by the LECA.

### **25.10 Military service, civil protection service or civilian service**

Imminent absences must be reported to the employee's line manager as soon as they become known.

At the request of Sunrise, employees are urged to take all steps necessary to defer the service period if such service will be particularly detrimental to the day-to-day business operations. Sunrise shall make the following continuing salary payments per calendar year for the above services:

- for 30 days 100%

and thereafter

- 80% for single employees without a support obligation
- 100% for married or single employees with a support obligation

Compensation for loss of earnings insurance benefits shall be due to Sunrise, provided they do not exceed the continuing salary payment.

Special provisions apply in the case of active service.

### **25.11 Payment of insurance benefits**

Payment of all insurance benefits shall in principle be made by Sunrise during the term of the employment relationship. The employee's claims towards the insurance companies shall be assigned to Sunrise. The employee shall sign a corresponding declaration upon first request.

### **25.12 Continued payment of salary without insurance cover**

In the event of uninsured absence for which the employee is not at fault, Sunrise shall continue to pay their salary up to the maximum amount specified in art. 324a CO, provided the relevant conditions are met.

Multiple cases of absences in the same year of service, including waiting periods compensated by Sunrise prior to the start of insurance, shall be added together.

All benefits not covered by insurance and to be paid by Sunrise itself shall be due only if the employment relationship has lasted more than three months.

The continuing salary payment by Sunrise shall last no longer than the end of the employment relationship.

## **26 Payments in the event of invalidity or death as a result of an accident and posthumous salary payment**

### **26.1 Payments in case of invalidity or death as a result of accident**

The provisions of the insurance policy concluded or of the pension-fund regulations shall apply.

### **26.2 Posthumous salary payment**

In the case of the death of the employee, Sunrise shall pay, in addition to the salary for the current month, the salary for a further month and, after five completed years of service, in addition to the salary for the current month, the salary for two months, calculated from the date of death, provided that the employee leaves a spouse, registered partner or minor children or, in the absence of such persons, other persons to whom the employees had a support obligation.



## **27 Out-of-pocket expenses**

Sunrise shall reimburse employees for all out-of-pocket expenses necessary for the performance of their work.

Compensation for travel, accommodation and other out-of-pocket expenses shall be in accordance with the applicable Expense Policy.

## **28 Basic training and professional-development training**

Sunrise accepts its responsibility as a modern employer with obligations towards the community, and its goal is to support and promote its employees in their professional and personal development.

Sunrise employees are entitled to appropriate professional development (including basic training and professional-development training) that increases and maintains their employability. With their commitment and willingness to learn, they can advance their own professional development while taking the Company's requirements into account. At the same time, Sunrise promotes and supports the professional development of its employees, which may take place through internal or external training or on the job, systematically, financially and/or by granting time for such development. Employees (excluding apprentices) are entitled to two working days per calendar year for personal development in accordance with the applicable training and development policy.

In the context of development discussions, the development and support measures shall be discussed and determined jointly between line managers and employees. If both parties agree to such measures, the resources required shall be agreed on an individual basis. The development and support measures must be in line with Sunrise requirements derived from the corporate strategy and the corporate, area, team and personally agreed objectives. Development and support measures may be rejected in justifiable cases. Such rejections must be explained and set down in writing by the line manager.

## Trust

### 29 Prohibition of discrimination

Sunrise protects the personal rights of its employees. All employees have the right to the protection of their personal integrity and privacy at the workplace.

Sunrise does not, under any circumstances, tolerate the harassment or discrimination of any employee based on age, gender, ethnicity, religion, marital status, political affiliation or sexual orientation. Trade-union activities and membership are likewise protected.

Employees may not be discriminated against or disadvantaged either directly or indirectly on the basis of their lifestyle, sexual orientation or gender characteristics (prohibition of discrimination). The prohibition of discrimination applies in particular to recruitment, promotion and dismissal.

The Anti-Discrimination Policy of Sunrise in force at the time shall apply.

### 30 Data protection

Employees are entitled to have their personal data treated confidentially by Sunrise. Sunrise takes proportionate measures to protect employee data from unauthorised access and disclosure.

Sunrise shall take steps to ensure the accuracy of the personal data processed and shall review it regularly to verify that it is current. Employees may inspect their personnel files at any time. Employees may request a correction of any incorrect personal data. Sunrise shall ensure that no personal, private or other information about the employees is recorded that is not necessary for the performance of their activities and the administration of the employment relationship.

The systematic analysis of aggregated data for the exclusive purpose of data mining shall be reported to syndicom in advance.

Sunrise will process personal data within the limits of what is legally permissible in Switzerland and abroad and store it on global systems. If data is passed on to third parties, Sunrise will contractually ensure that they comply with all the requirements of the Swiss Data Protection Act.

Supervision at the workplace must be proportionate and pursue legitimate objectives. Such supervision may be for performance, security-check and training purposes in particular. The principle of proportionality shall be respected.

Compliance with the Federal Data Protection and Information Commissioner (EDÖB) guidelines for the processing of employee data shall be maintained in order to uphold the data-protection and personal-rights aims of health and personal protection.

### **31 Duty of care and loyalty**

Within the scope of their duties and degree of employment, employees must, to the extent necessary for the performance of their duties, dedicate all of their energy and all their knowledge and skills to Sunrise. They are obliged to perform their work carefully and to safeguard the interests of Sunrise in every respect.

Employees must handle in a professional and careful manner work equipment (e.g., badge, mobile phone, laptop, etc.), technical equipment and installations, vehicles and other materials that Sunrise makes available to execute their work.

### **32 Confidentiality**

#### **32.1 General**

Employees are obliged to preserve Sunrise business and trade secrets, to maintain confidentiality with respect to all other confidential matters and processes of which they become aware in the course of their activities, and to store all documents, data and data carriers in such a manner that they are appropriately protected against access by unauthorised third parties.

This duty of confidentiality shall apply to all documents, data and data carriers that give insight into the business affairs of Sunrise, and in particular its customer lists.

The duty of confidentiality shall also apply, in particular, to documents (e.g., business plans, technical procedures, financial reports and accounts, etc.), copies and software that employees have either created themselves or that come to their knowledge or are accessible to them within the framework of the employment relationship. Without Sunrise permission, employees may not use such documents themselves, nor may they disclose their content to third parties or hand them over to them.

Both the duty of confidentiality and the prohibition on use shall remain valid beyond the term of the employment relationship and shall not be limited in time.

#### **32.2 Customer data**

It is of key importance for Sunrise, particularly based on Art. 43 of the Telecommunications Act (TCA) and Art. 62 of the Federal Act on Data Protection (DSG), that any type of customer communication – whether verbal, electronic or visual – is treated confidentially. This means:

- No employee may access information from customer files, customer reports or customer lists, protected customer personal information or other protected personal information and may also neither use such data nor pass it on to others without a business reason.
- No employee may process their own customer data, customer reports or data about family or friends

- No employee may pass on information from customer communications or transfers, or information-processing agreements, except if so required by law or the information is needed for the security and protection of customers, employees or the property of Sunrise.

### **33 Work materials and duty to return**

#### **33.1 General**

Employees are obliged, at the end of the employment relationship, to return to Sunrise on their own initiative all work equipment provided to them and all work equipment received in connection with the employment relationship (e.g., badge, mobile phone, laptop), and documents, data and data carriers, on their final day of work at the latest. This shall include, in particular, customer files, customer reports, customer lists and any demonstration materials. Employees further undertake not to make any reproductions, copies, photographs or films of customer lists or other documents and data classified as confidential, and also to hand over on their own initiative all copies of other documents and data to Sunrise.

#### **33.2 Badge**

Sunrise will provide all employees with a personal badge. The badge grants access to the workplace and to all common zones (standard access profile). The badge is personal and may not be given to third parties under any circumstances.

Extended access authorisations shall be obtained by electronic means.

If a badge is lost, the Security Office must be notified immediately by electronic means. The first and second personal badges are issued to the employee at no cost. An administration fee of CHF 50 per badge may be charged for the third badge and every badge thereafter. The administration fees will be deducted automatically from the salary.

### **34 Secondary employment and holding public office**

Employees may not undertake any paid or unpaid secondary employment during the term of the employment relationship which would compromise a breach of their duty of loyalty. Any competing activity is prohibited.

Unpaid secondary employment is not subject to authorisation, provided that it does not adversely affect the performance of work and the employees do not thereby breach their duties of loyalty.

Sunrise welcomes participation by its employees in political, social and cultural activities. In principle these activities must take place during leisure time. Tasks that relate to a military function or to a private activity in professional or other associations must also be performed outside working time.



Sunrise shall generally support its employees in holding public office. Employees must inform Sunrise in good time before taking on public office. Where possible, the tasks of a public office must be carried out during leisure time. In the event of long-term absences and/or time-consuming mandates, continuing salary payment and/or adjustment of the degree of employment must be agreed on an individual basis.

Prior to undertaking any paid secondary employment or board positions, memberships in professional organisations or other (paid) employment, employees must obtain the approval of Sunrise.

The authorisation shall be granted if:

- the exercise of the corresponding function does not harm the interests of Sunrise,
- working performance is not impaired, and
- the mandatory provisions of the Employment Act on working time and rest periods are observed.

### **35 Reporting duties**

Employees are obliged to record changes to their place of residence (particularly if moving abroad), marital status, birth and death of their children and any other information relevant to the employment relationship (e.g., diplomas, course certificates), in the appropriate tool or to report them to People via the appropriate process.

Unforeseeable brief absences shall be reported to the employee's line manager by telephone at the latest by 9.00 on the first day of absence or before the beginning of the work assignment; otherwise, the absence shall be deemed an unexcused absence (reporting obligation in the case of illness or accident, see Section 25.1).

Employees shall inform their line manager well in advance of future long-term absences from work (e.g., hospital stays, military service).

### **36 Gratuities/anti-corruption**

Employees are prohibited, either on their own behalf or that of others, to request, accept or allow the promise of any gratuity (e.g., gifts, discounts and invitations) from third parties (e.g., suppliers and customers).

If it is not possible to refuse such a gratuity, employees shall immediately disclose and surrender the benefit to the Compliance Department of Sunrise.

Trivial benefits of a socially customary nature may be accepted, provided they are not in such a form as to affect adversely the interests of Sunrise.

The provisions of the Anti-Corruption Policy in force at the time shall apply.

### **37 Intellectual property**

In so far as Sunrise has not already acquired the employees' rights to the work products by operation of law, the employees hereby grant all rights to their work products in the manner of a global assignment to Sunrise.

This assignment is unconditional and is effected upon the signing of the employment contract, and at the latest at the time the rights arise, and shall not be restricted in time, subject matter or geography. It includes particularly all partial rights relating to existing and possible future uses. In particular, all rights pursuant to art. 332 Paras. 1 and 2 CO, art. 8 Patent Act ("Patentgesetz"), Art. 9 Design Act ("Designgesetz") and art. 9 to 11 Copyright Act ("Urheberrechtsgesetz") are assigned.

If the assignment of individual rights is legally ineffective, or if individual partial rights remain with the employees for other reasons, employees will waive any enforcement against Sunrise. If such a waiver is legally ineffective, employees undertake to exercise their rights solely in accordance with the interests of Sunrise.

The assignment of all work results and other duties of the employee under this clause are deemed as paid in full with the payment of the agreed fixed salary according to the employment contract. In so far as the law provides for a mandatory compensation obligation in the exceptional cases specified in art. 332 Para. 4 CO, employees must inform Sunrise in writing immediately after the development of the invention or design. Sunrise will then decide within six months whether it will transfer the rights to the invention or design back to the employees. Unless otherwise decided within this period, the rights shall remain with Sunrise, which shall pay compensation in accordance with art. 332 Para. 4 CO.

If the rights are not automatically assigned to Sunrise, employees have a duty to surrender them. Employees must comply with the transfer duty even after termination of their employment relationship.

The provisions governing trade secrets shall remain unaffected by these provisions.

### **38 Use of third-party work**

Employees undertake not to use third-party work without notifying Sunrise of such work and its source.

### **39 Breach of duties**

Breaches of duties arising from the employment relationship may be addressed with measures including but not limited to the following, depending on the severity of the breach:

- Written reprimand
- Warning with threat of dismissal
- Ordinary dismissal



■ Dismissal without notice

Sunrise reserves the right to take further legal action.

Warnings with threat of dismissal which are not implemented within 24 months shall lapse.

*In the event of a dispute, the German version of this current Collective Employment Contract is legally binding.*

## Annexes

### Annex 1: Participation Matrix

| Areas and degrees of participation                                                                                                       | syndicom | Employees' Representation Committee |
|------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------------------------|
| <b>Together &amp; Trust</b>                                                                                                              |          |                                     |
| Ergonomics: Design of workplaces and working environment                                                                                 | 1        | 2                                   |
| Health protection / illness prevention<br>Prevention of accidents and occupational diseases, occupational safety                         | 1        | 2                                   |
| Concept for childcare outside the family                                                                                                 | 1        | 2                                   |
| Social rooms (cloakrooms, showers, break rooms)                                                                                          | 1        | 2                                   |
| Employee catering model                                                                                                                  | 1        | 2                                   |
| Anti-Discrimination Policy                                                                                                               | 1        | 1                                   |
| Significant changes in the corporate structure<br>Joint ventures; formation of subsidiaries; holdings; company disposals; disinvestments | 1        | 1                                   |
| Course of business, current developments and challenges<br>Employee numbers, strategic matters (business locations, products, etc.)      | 1        | 1                                   |
| Company-wide events                                                                                                                      | n/a      | 2                                   |
| <b>Flexible &amp; new Way of Working</b>                                                                                                 |          |                                     |
| Shifting the boundaries of day and evening work                                                                                          | 2        | 3                                   |
| Deviations from working-time regulations                                                                                                 | 1        | 3                                   |
| Reduced working time per Art. 33 Swiss Unemployment Insurance Act (UIA)                                                                  | 2        | 2                                   |
| <b>Commitment &amp; performance</b>                                                                                                      |          |                                     |
| Salary increases                                                                                                                         | 3        | 1                                   |
| Principles for fringe benefits                                                                                                           | 1        | 2                                   |
| Health and accident insurance / daily benefits insurance (any leaflets)                                                                  | 1        | 1                                   |
| Employee-assessment model                                                                                                                | 1        | 2                                   |
| <b>General</b>                                                                                                                           |          |                                     |
| CEC, Annexes                                                                                                                             | 3        | 1                                   |
| Sample IEC within the scope of application of the CEC                                                                                    | 1        | 1                                   |
| Mass redundancies                                                                                                                        | 2        | 2                                   |
| Statutory Social Plan                                                                                                                    | 3        | 2                                   |



|                                                                                                                                            |   |   |
|--------------------------------------------------------------------------------------------------------------------------------------------|---|---|
| Transfer of business / part of business to third parties, mergers, demergers, transfers of assets and liabilities per Art. 333a Para. 1 CO | 1 | 1 |
| Transfer of business / part of business to third parties, mergers, demergers, transfers of assets and liabilities per Art. 333a Para. 2 CO | 2 | 2 |
| Employees' Representation Committee Regulations / Election Regulations                                                                     | 2 | 3 |

| Degree | Degree of participation | Clarification in the wording                                                                                                        |
|--------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Information             | Refers to the right to be informed in a timely manner; important written information will be explained in more detail upon request. |
| 2      | Co-determination        | Refers to the right to be heard and to submit proposals before the Employer makes a final decision.                                 |
| 3      | Co-decision-making      | Refers to joint decision-making.                                                                                                    |

Only for internal use

Titel Collective Employment Contract  
Datum 01.01.2026



## **Annex 2: Social Plan of January 2026**