

## **Collective Employment Contract (CEC)**

### **Sunrise Communications AG**

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## **Collective Employment Contract**

hereafter CEC

between

**Sunrise Communications AG**  
**Binzmühlestrasse 130**  
**8050 Zürich**

hereafter Sunrise

and

**syndicom – Trade Union of Media and  
Communications**  
**Monbijoustrasse 33**  
**3001 Bern**

hereafter syndicom

## Table of Content

<b>Index of abbreviations</b>	<b>6</b>
<b>Preamble</b>	<b>7</b>
<b>1 Scope of application</b>	<b>8</b>
1.1 Operational	8
1.2 Personnel	8
<b>NORMATIVE PROVISIONS</b>	<b>9</b>
<b>2 Employment relationship and probation period</b>	<b>9</b>
2.1 Employment relationship	9
2.2 Probation period	9
<b>3 Working hours</b>	<b>9</b>
3.1 Normal working hours	9
3.2 Additional hours worked (overtime and extra hours)	10
3.2.1 General	10
3.2.2 Overtime	10
3.2.3 Extra hours	10
<b>4 Place of work</b>	<b>10</b>
<b>5 Vacation</b>	<b>11</b>
5.1 Vacation entitlement	11
5.2 Use of vacation	11
5.3 Special provisions	11
5.4 Reduction in vacation entitlement	12
<b>6 Holidays</b>	<b>12</b>
<b>7 Paid absences</b>	<b>12</b>
7.1 Principle	12
7.2 Trade union training and vacation for trade union functions	13
7.3 Doctor's appointments and visits to public authorities	13
7.4 Maternity leave	13
7.5 Paternity leave	13
<b>8 Unpaid leave</b>	<b>13</b>
8.1 Principle	13
8.2 Requests and approval	14
8.3 Insurance coverage	14
8.4 Pension fund contributions	14
<b>9 Salary, allowances, salary supplements and reimbursement of expenses</b>	<b>14</b>
9.1 Principle	14
9.2 Variable component	14
9.3 Family allowance	14
9.4 Salary supplements	15
9.5 Expense reimbursement	15

<b>10</b>	<b>Loss of working capacity and continuation of salary payments</b>	<b>15</b>
10.1	Reporting obligation, medical certificate and independent medical examiner	15
10.2	Payment of insurance benefits	15
10.3	Continuation of salary payments in the event of sickness	15
10.4	Continuation of salary payment in the event of an accident	16
10.4.1	Disability resulting from an accident	16
10.4.2	Benefits in the event of death resulting from an accident	16
10.5	Continued salary payment in the event of military service, civil service or civil defence	17
10.6	Uninsured involuntary working incapacity	17
<b>11</b>	<b>Termination of the employment relationship</b>	<b>17</b>
11.1	Termination without notice	17
11.2	Notice periods	18
11.3	Form	18
<b>12</b>	<b>Rights and obligations</b>	<b>18</b>
12.1	Training and further education	18
12.2	Non-discrimination policy	18
12.3	Data protection	18
12.4	Duty of care and loyalty	19
12.5	Work materials and obligation to return	19
12.5.1	General	19
12.5.2	Badge	19
12.6	Secondary employment	20
12.7	Acceptance of public offices and board of directors mandates	20
12.8	Duty of confidentiality	20
12.8.1	General	20
12.8.2	Customer data in particular	21
12.9	Reporting obligation	21
12.10	Gratuities	21
12.11	Intellectual property	22
12.12	Use of third-party works	22
12.13	Non-competition clause	22
12.14	Violation of obligations	23
<b>13</b>	<b>Final provisions</b>	<b>23</b>
<b>PROVISIONS IN ACCORDANCE WITH THE LAW OF OBLIGATIONS</b>		<b>24</b>
<b>14</b>	<b>Peace obligation</b>	<b>24</b>
<b>15</b>	<b>Joint Mediation Board</b>	<b>24</b>
15.1	Selection and establishment of the Joint Mediation Board	24
15.2	Procedures of the Joint Mediation Board	24
<b>16</b>	<b>Court of Arbitration</b>	<b>25</b>
<b>17</b>	<b>Enforcement fee (CEC fee)</b>	<b>25</b>
<b>18</b>	<b>Participation rights</b>	<b>25</b>
<b>19</b>	<b>Staff Committee (Employee Committee)</b>	<b>25</b>

<b>20</b>	<b>Trade union information rights</b>	<b>26</b>
<b>21</b>	<b>Salary negotiations</b>	<b>26</b>
<b>22</b>	<b>Social Plan</b>	<b>26</b>
<b>23</b>	<b>Willingness to negotiate</b>	<b>26</b>
<b>24</b>	<b>Entry into force and period of validity</b>	<b>26</b>
<b>25</b>	<b>Elements of the CEC</b>	<b>27</b>
<b>26</b>	<b>Applicable law and place of jurisdiction</b>	<b>27</b>

## Index of abbreviations

CEC	Collective Employment Contract
ELT	Executive Leadership Team
No.	Number
Art.	Article
Para.	Paragraph
EmpA	Federal Act on Employment in Business, Trade and Industry (Employment Act)
LECA	Federal Act on Compensation for Loss of Earnings for Persons on Military Service or Maternity Leave (Loss of Earnings Compensation Act)
TCA	Telecommunications Act
FADP	Federal Act on Data Protection
CO	Federal Act on the Amendment of the Swiss Civil Code (Part Five: The Code of Obligations)
PatA	Federal Act on Patents for Inventions (Patents Act)
DesA	Federal Act on the Protection of Designs (Designs Act)
CopA	Federal Act on Copyright and Related Rights (Copyright Act)

## **Preamble**

This collective employment agreement is governed by the principle of good faith and is aimed at establishing contemporary working conditions, the promotion of the economic and social development of Sunrise and the regulation of the cooperation and dispute resolution between the parties to the collective employment agreement.

The contracting parties recognize the principles of a progressive human resources policy and undertake to:

- protect the privacy of employees
- achieve equal opportunity
- take appropriate measures to implement equal pay and opportunities for advancement
- adopt measures to prevent discrimination, sexual harassment and workplace bullying, and, if necessary, measures for remedying it
- seek to achieve appropriate representation of genders, languages and cultures in committees, project teams and work teams.

## **1 Scope of application**

### **1.1 Operational**

This CEC shall apply to Sunrise.

### **1.2 Personnel**

This CEC shall apply to Sunrise employees unless they are excluded from the scope of application, as follows.

The following employees shall not be included in the scope of application of this CEC:

- members of the Executive Leadership Team (ELT)
- members of top management
- employees in grade F and grade E
- commercial travelers (external sales staff/employees)
- part-time employees and hourly wage earners who work on average less than eight hours per week
- employees with a fixed term position of maximum three months



## **NORMATIVE PROVISIONS**

### **2 Employment relationship and probation period**

#### **2.1 Employment relationship**

The employment relationship shall be deemed concluded as soon as the countersigned copy of the employment contract is in the possession of Sunrise.

For foreign employees, the mutual obligations of the employment contract are subject to the issuance or extension of the required authorizations under legislation on aliens.

At the time of the appointment, Sunrise may require a criminal record and/or enforcement information insofar as required by the function. The appointment may be made dependent on the content of these documents.

#### **2.2 Probation period**

Unless otherwise agreed, the probation period shall be the first three months after the appointment of an employee with an unlimited employment contract. In the case of employees with a temporary employment contract, the probation period shall be considered to be the first two-thirds of the period, however no more than three months.

The parties can also agree a shorter probation period or forego a probation altogether.

### **3 Working hours**

#### **3.1 Normal working hours**

The weekly normal working hours are 40 hours and, as a general rule, are to be performed between Monday and Friday. The basis for calculations shall be 21.66 work days per month. The supervisor may, after consultation with the Human Resources department, establish general rules for specific functions regarding accessibility and presence. The normal working hours per week of part-time employees shall be defined according to the agreement in the employment contract. Such working hours may not require the performance of work regularly or without prior agreement over a longer period beyond the contractually agreed workload.

Employees shall have a basic right to downtime and inaccessibility as well as to non-response outside of the established working hours.

Business trips and courses abroad shall be counted as working hours up to a maximum of ten hours per day, including the actual duration and travel time. Such trips should be taken on a weekday and not on a Sunday, if possible.

Supplements for night work and on Sunday and for on-call services shall be determined according to the Rules on Salary Supplements (Appendix 7).

The employee is obligated to record their working hours using the tool provided by Sunrise and according to the instructions governing the recording of working hours.

## **3.2 Additional hours worked (overtime and extra hours)**

### **3.2.1 General**

When the contractually agreed working hours are exceeded, any additional time shall be considered overtime. Extra hours are considered to be any working hours that exceed the weekly maximum number of working hours, currently 45 hours (Art. 9 EmpA). The statutory maximum working hours may be exceeded as an exception – especially for reasons of urgency of work. Overtime and extra hours (above the legal limit) must be explicitly ordered by the supervisor. Any overtime and extra hours that have not been ordered by the responsible supervisor must be reported immediately and approved. Any overtime and extra hours that have not been approved will not be accepted.

In principle, overtime and extra hours should be avoided. Employees, however, are obligated to work overtime and extra hours to the extent permitted by law, where they can be reasonably expected to do so in good faith.

Additional hours worked shall be offset by an equal amount of compensatory time off, whereby the extra hours must be offset first. Other additional hours of work may only be offset after all extra hours have been offset.

### **3.2.2 Overtime**

Any such overtime shall be offset by an equal amount of compensatory time off during the current calendar year. Such compensation must be approved by the supervisor in advance. Employees can apply to be paid for any overtime that cannot be offset by compensatory time off before the end of the calendar year. The payout shall be made in the following year on the base or fixed salary (without variable components) and without overtime supplements.

### **3.2.3 Extra hours**

Any extra hours shall be offset by an equal amount of compensatory time off during the current calendar year. Such compensation must be agreed between employee and supervisor in advance. Extra hours that cannot be offset by compensatory time off before the end of the calendar year shall be paid out together with the statutory supplement. Payment shall be made in the following year.

## **4 Place of work**

The place of work shall be the agreed location, however the employee may also be transferred to another facility as long as there are objective operational reasons for such a transfer and the employee can be reasonably expected to commute longer distance which may result from the transfer. The commute to the new place of work must not be more than 15 km farther than to the agreed place of work.

## **5 Vacation**

### **5.1 Vacation entitlement**

Employees have the following holiday entitlement per calendar year:

- 30 working days: Apprentices, employees until the 31<sup>st</sup> December of the year in which they accomplish their 20<sup>th</sup> year of age and employees starting from 1<sup>st</sup> January of the year in which they accomplish their 50<sup>th</sup> year of age.
- 25 working days: All other employees.

Employees who enter or leave Sunrise during the calendar year shall have a vacation entitlement which is proportionally reduced on a pro-rata-temporis basis. Accrued vacation shall be calculated on a half-day basis.

The vacation entitlements of hourly employees shall be compensated financially with a separately reported supplement of 10.64% for a five-week vacation entitlement or 13.04% for a six-week vacation entitlement per calendar year.

### **5.2 Use of vacation**

Vacations shall be chosen in consultation with the supervisor so that any negative effects on Sunrise business operations are kept to a minimum.

Sunrise makes an effort to satisfy the requests of its employees – particularly employees with family obligations – to the greatest extent possible. There is, however, no right to vacation at a specific date.

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

Accrued vacation must always be used up by the end of the current calendar year.

Accrued vacation may only be transferred to the following year in justified exceptional cases (for example, when taking the vacation is not possible for operational reasons). This requires the approval of the supervisor and the head of Human Resources.

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

If, at the end of the employment relationship, the employee has received more paid vacation than they are entitled to, Sunrise can demand the return of the excess payment for these vacation days.

### **5.3 Special provisions**

If a holiday or free half-day falls on a weekday (Monday-Friday) during an employee's vacation period, then this day shall not be counted toward the vacation. If an employee falls ill or has an accident during their vacation, they shall immediately notify their supervisor and the Human Resources department. Vacation days shall not include medically attested days where the employee is fully prevented from taking vacation, unless the incapacity is attributable to intentional or negligent risk-taking. Sunrise reserves the right to have medical attestations reviewed by an independent medical examiner.

Sunrise is entitled to call employees back from vacation for urgent operational reasons. In such cases, employees shall be reimbursed for any special expenses caused by the interruption of their vacation. The entitlement to the unused portion of the vacation shall remain valid.

## 5.4 Reduction in vacation entitlement

A possible reduction of the holiday entitlement applies according to Art. 329b CO; whereby the calendar year serves as the basis for the calculation of the reduction of the holiday entitlement.

If the vacation entitlement for the current calendar year has already been used in full, then salary deduction will occur.

## 6 Holidays

Sunrise grants its employees paid holidays (incl. federal holiday). The public holidays at the place of work are decisive.

Employees are entitled to suspend work on religious holidays that are not recognized by the cantons as official holidays. However, Sunrise must be informed about the employee's absence for the religious holiday at least three days in advance. The missed working hours must be made up, or if this is not possible, can alternatively be deducted from the salary. With the consent of the supervisor, work overtime, i.e. overtime and extra hours, can be compensated.

Employees will be released to the extent possible for other religious celebrations. Such absences must be approved by the supervisor in advance and shall not count as working hours. The missed working hours must be made up or, if this is not possible, can alternatively be deducted from the salary. With the consent of the supervisor, work overtime, i.e. overtime and extra hours, can be compensated.

## 7 Paid absences

### 7.1 Principle

The employee is entitled to paid leave in the following cases:

- Own wedding or registration of a partnership: two work days
- Wedding of children, parents or siblings: one work day
- Death of a life partner, own children or parents: three work days
- Death in the close family (siblings, grandparents, parents in law): one work day
- Care for family members who suffer from a sudden illness or accident: up to three work days
- Job search after notice of termination: time needed according to agreement
- Military recruitment: according to marching orders
- Weapons and equipment inspection: 1/2 work day
- Official summons: time needed according to agreement
- Move of the entire household (no vacation for relocations that result from leaving Sunrise): one work day

## **7.2 Trade union training and vacation for trade union functions**

Members of syndicom (including all employees who are members of syndicom and the Management Board) who participate in a trade union training course may claim three days of unpaid leave per calendar year.

Members of the Management Board are entitled to five days of paid vacation per calendar year for the purpose of carrying out their trade union functions (company conference, Management Board). Sunrise must be properly informed in advance when a vacation day is taken.

Additional vacation day entitlements for senior officials of the trade union may be arranged in a special agreement between syndicom and Sunrise.

## **7.3 Doctor's appointments and visits to public authorities**

Doctor's appointments and visits to public authorities shall be scheduled outside of working hours and shall not be regarded as paid working hours. If this is not possible in exceptional cases, then the responsible supervisor must be notified immediately and approve the doctor's appointment or necessary visit to the public authority. The working time for a doctor's visit or visits to government offices during working hours shall not be paid; subject to art. 324a CO.

## **7.4 Maternity leave**

Sunrise gives all female employees an extended, paid, 17-week maternity leave at full pay (100% of the base or fixed salary including average variable component; without salary supplements). Sunrise shall be entitled to all compensation for loss of earnings under the Swiss Regulation on Compensation for Loss of Earnings (LECA). Where the employee does not receive compensation for loss of earnings due to maternity under the LECA, the employee may claim compensation under Art. 324a CO provided that all of the relevant conditions are met.

Maternity leave may be taken up to two weeks prior to the birth. Upon request, it may be possible to return to a position with a reduced workload compared to the previously agreed employment level in the contract; the employee must request this at least 60 days before the birth. The employee is not entitled to a reduced workload.

## **7.5 Paternity leave**

Sunrise grants eight days of paid paternity leave to employees. Multiple births do not result in an additional entitlement. Paternity leave must be taken within one year after the birth of the child.

# **8 Unpaid leave**

## **8.1 Principle**

Employees have the option to take unpaid leave, provided their employment contract is of unlimited duration, the first year of service is completed and as operational conditions permit.

The duration of the unpaid leave extends from a minimum of one month to a maximum of six months. During the unpaid leave no holiday entitlement is accumulated, the reduction of the holiday entitlement begins from the first day of unpaid leave. Unpaid leave is taken into account for the

determination of the years of service. Any accrued vacation and/or extra hours worked must be completely used up before the start of unpaid leave.

## **8.2 Requests and approval**

Requests for unpaid leave must be submitted at least two months prior to the desired start date by using the appropriate application form. Approval of unpaid vacation and any mutual agreements must be made in writing.

## **8.3 Insurance coverage**

Accident insurance coverage shall remain unchanged for the duration of unpaid leave. The insurance premiums are paid by Sunrise. Health insurance, as a rule, is handled by the personal health insurance company of the employee and therefore is the responsibility of the employee.

## **8.4 Pension fund contributions**

The relevant guidelines of the pension fund regulations shall apply.

# **9 Salary, allowances, salary supplements and reimbursement of expenses**

## **9.1 Principle**

In principle, the target salary consists of the base or fixed salary (gross) and the variable component if the targets are fully achieved (gross). Sunrise reserves the right to use other salary payment models based on special rules or the contract.

The base or fixed salary shall be paid out in twelve monthly installments, normally on the 25th of each month, and only by cashless payment to the salary account of the employee.

The relevant employee contributions for the AHV/IV/EO/ALV and for the Sunrise occupational pension insurance, as well as the premiums for the non-occupational accident (NBU) insurance, the accident supplementary (UVG-Z) insurance, and the sickness benefits (KTG) insurance will be deducted from the salary. Unless otherwise specified, employer and employee contributions shall be divided equally.

The annual minimum target salary for a fulltime position is CHF 54,000.00 (gross). This may be less in justified individual cases.

## **9.2 Variable component**

The determination and payment of the variable salary component is based upon the remuneration plans according to annexes 2-6.

## **9.3 Family allowance**

Family allowances (child and education allowances) are paid out based on the statutory provisions.

## **9.4 Salary supplements**

The extra pay for night and Sunday work as well as for on-call service is determined by the regulations for salary supplements (annex 7).

## **9.5 Expense reimbursement**

Sunrise shall reimburse employees for all necessary expenses incurred in connection with the performance of their work.

Travel, lodging and other expenses shall be reimbursed according to the valid expense rules.

## **10 Loss of working capacity and continuation of salary payments**

### **10.1 Reporting obligation, medical certificate and independent medical examiner**

Any incapacity for work must be personally reported by phone to the supervisor as soon as possible (at the latest by 9am). A text message (SMS) or email etc. is not sufficient. A medical certificate must be submitted unasked from the 3<sup>rd</sup> day of the work incapacity due to illness and from the 1<sup>st</sup> day of the work incapacity due to an accident.

Under special circumstances, Sunrise may request a medical certificate from the first day of absence.

Sunrise has the right to have employees assessed by an independent medical examiner in regard to their work capacity. The costs are at the expense of Sunrise.

In case of illness during the notice period after the notice of termination was given by Sunrise, a medical certificate must be submitted unrequested from the first day of absence.

### **10.2 Payment of insurance benefits**

Insurance benefits will generally be paid by Sunrise during the duration of the employment relationship. Employee claims against insurance companies shall be assigned to the employer. The employee shall sign such a declaration upon first request.

### **10.3 Continuation of salary payments in the event of sickness**

Employees are insured with a private insurance company against salary losses as a result of medically founded incapacity to work due to illness through no fault of the employee (80% of the insured target salary, during a maximum of 730 days including waiting period). The premiums shall be divided equally between Sunrise and the employees. This daily allowance insurance shall take the place of the obligation of Sunrise to continue paying the salary. The currently applicable policy conditions shall apply.

During the waiting period, Sunrise will pay the salary which is due for the duration of the incapacity for work.

After the waiting period, Sunrise will pass the daily sickness allowance to the affected employees. Sunrise supplements this daily allowance with a salary payment during a maximum of 730 days, so that together with the daily allowance the employee is paid a total of 100% of the net salary for full work capacity for the duration of the incapacity for work. The calculation of the net salary is based

on the contractually agreed base or fix salary and the average variable component (without salary supplements, without family allowances).

The supplementary continued salary payments requires an obligation of the daily sickness allowances insurer to pay. Sunrise may reduce the daily allowances to the same extent as the insurance company reduces the benefits.

The entitlement to supplementary salary payments shall end at the latest when the employment relationship ends. Following the termination of this relationship, an entitlement to the insured daily allowance only exists vis-à-vis the insurance company in accordance with the applicable policy conditions.

Where no daily insurance allowance is paid, Sunrise shall continue to pay the salary up to the maximum amount specified under Article 324a OR, as long as the relevant requirements are satisfied.

## **10.4 Continuation of salary payment in the event of an accident**

The employees are insured against the consequences of accidents at work and outside the workplace as well as against the consequences of occupational illnesses in accordance with the applicable law.

The statutory claim to daily allowance arises on the third day following the day of the accident. In case of a medically founded incapacity to work due to an accident through no fault of the employee, Sunrise forwards the daily allowances for accident to the affected employee. These daily allowance benefits are supplemented by Sunrise during a maximum of 730 days with a continued salary payment, so that the employee is paid together with the daily allowances a total amount that equals 100% of the net salary at full working capacity for the duration of the incapacity to work. For the calculation of the net salary, the contractually agreed basic or fixed salary and the average variable portion (excluding salary supplements, including family allowances) before the first occurrence incapacity to work shall apply. Sunrise may reduce the daily allowances to the same extent as the insurance company reduces the benefits.

During the first three days following the day of the accident, Sunrise bears the full continued salary payment if no insurance payout is provided for that time period.

The entitlement to supplementary salary payments shall end at the latest when the employment relationship ends. Following the termination of this relationship, an entitlement to the insured daily allowance only exists vis-à-vis the insurance company in accordance with the applicable policy conditions.

The insurance policy shall also cover the costs of treatment worldwide, including the free choice of doctor and a private hospital room.

### **10.4.1 Disability resulting from an accident**

If the employee suffers full disability following an accident, they shall be paid a lump sum equal to two AHV annual salaries. This lump sum shall be in addition to the pension paid by the accident insurance policy. The terms and conditions of the insurance contract that was concluded shall apply.

### **10.4.2 Benefits in the event of death resulting from an accident**

In the event of accidental death, the surviving relatives shall be paid a lump sum equal to one AHV annual salary. The detailed terms and conditions of the insurance contract that was concluded shall apply.



## **10.5 Continued salary payment in the event of military service, civil service or civil defence**

The following terms shall apply for continued salary payments conditions in the event of any absence attributable to service in the Swiss military, Red Cross, civilian or protection agencies, fire department, or youth or sports courses:

In principle, compensation is paid according to the statutory provisions (LECA). Sunrise supplements the compensation with a salary payment if the employee undertakes not to terminate his employment relationship for a certain period after his or her dismissal from the respective service. This period shall be 3 months per 4 weeks' service, but no more than 12 months.

An employee that terminates the employment relationship commitment phase, must pay back pro rata any salary that has been paid out and which exceeds the statutory minimum. The obligation (repayment amount, commitment period and due date) shall be agreed in writing with the employee concerned.

The salary payment supplementary to the compensation according to LECA is granted up to a maximum of 100% of the agreed basic or fixed salary. Sunrise awards the salary payment to employees in an indefinite employment relationship; during this time, the LECA-compensation will be paid to Sunrise.

If the date of a service conflicts with the interests of Sunrise, the employee is obliged to take the necessary steps for a deferral of service.

If the employee is being prevented from working by participating in voluntary service activities, there shall be no claim for a salary payment.

## **10.6 Uninsured involuntary working incapacity**

In the event of an uninsured incapacity to work for which the employee is not at fault, Sunrise shall continue to pay the salary to the maximum extent specified under Article 324a OR, as long as the relevant requirements are satisfied.

Various incapacity reasons in the same year of service, including the waiting period before the insurance policy commenced that Sunrise reimbursed, will be calculated together.

All benefits that are not covered by the insurance policy and that must be provided by Sunrise shall only be due if the employment relationship has lasted more than three months.

## **11 Termination of the employment relationship**

### **11.1 Termination without notice**

The employment relationship shall end without notice:

- a) at the end of the month after reaching the ordinary pension age according to the Swiss Federal Old Age and Survivors' Insurance
- b) with the employee's death
- c) at expiry of the term of contract

## **11.2 Notice periods**

Both parties may terminate the employment relationship during the probation period on any calendar day by giving seven days' notice.

After expiration of the probation period, the employment relationship may be terminated during the first year by giving two months' advance notice, and from the second year by giving three months' advance notice, expiring at the end of a calendar month.

In the event of terminations by syndicom company board members, for reasons not pertaining personally to the employee, Sunrise shall consult with syndicom about the possibility of alternative employment.

## **11.3 Form**

A notice of termination must be made in writing.

## **12 Rights and obligations**

### **12.1 Training and further education**

Sunrise employees have the right to suitable professional development (including training and further education) that maintains their employability. In response to their engagement and readiness to learn, they shall receive opportunities for professional advancement, taking into account the needs and requirements of the company. To this end, Sunrise promotes and supports the professional development of its employees. This support can take the form of internal, external or on-the-job offerings, whereby the support provided can be methodical or financial in nature, or through the provision of time off to pursue such offerings.

Such development and encouragement measures will be jointly defined through development discussions between supervisors and employees. The necessary resources will be agreed individually upon request. The entitlement to such resources must be weighed up against the requirements of the company, which are based on the company strategy and the agreed company, department, team and personally agreed objectives. The entitlement may be refused in well-founded exceptional cases.

### **12.2 Non-discrimination policy**

Sunrise protects the personality rights of its employees. All employees have the right to protection of their personal integrity and privacy (for example, storage of personal items such as insulin syringes for diabetics) at the workplace.

Sunrise does not, under any circumstances, tolerate the harassment or discrimination of any employee based on age, gender, ethnicity, religion, civil status, political affiliation or sexual orientation. Trade union activities and membership are likewise protected. Detailed explanations may be found in the "Discrimination Policy."

### **12.3 Data protection**

Each employee is entitled to have their personal data treated confidentially in the company. Sunrise takes all appropriate measures to protect employee data from unauthorized dissemination and access.

Sunrise shall take steps to ensure the accuracy of processed personal data and shall review it regularly to verify that it is current. The employee can, at any time, inspect his personnel file. The employee can request a correction to any incorrect personal data. Sunrise ensures that no personal, private, or other information about the employees is recorded, such as anything that is not important and necessary for the execution of one's activity and administration of employment.

The systematic analysis of aggregated data for the exclusive purpose of 'data mining' and its exploitation shall be notified to syndicom in advance and must be approved by the employees affected by it.

In the event that HR services are outsourced, Sunrise is authorized to transfer data within the country and abroad, to manage data on global systems and have it managed by third parties, and to recall data from within the country and abroad. Sunrise shall ensure that the contracting parties concerned handle the data confidentially and in accordance with the law, and use it solely for its intended purpose and in proportionate manner. Data protection shall be ensured in accordance with a comparable Swiss standard.

## **12.4 Duty of care and loyalty**

The employee shall – insofar as this is necessary for the performance of their work – dedicate all of their energies at work, their knowledge and skills to Sunrise, provided that no duties of confidentiality towards third parties are violated thereby. The employee is obligated to perform their work carefully and to safeguard the interests of Sunrise in every respect.

Where circumstances make it necessary, Sunrise is entitled to temporary assignment of other tasks in so far as this is compatible with the employee's training and knowledge and can be reasonably expected given his position and salary.

The employee must handle work equipment (e.g. badge, cellphone, notebook, etc.) technical equipment and installations, vehicles and other material that Sunrise makes available to execute the work, in an expert and careful manner.

## **12.5 Work materials and obligation to return**

### **12.5.1 General**

The employee is obligated, at the end of the employment relationship, to return without being asked all work materials received in connection with the employment relationship (for example, badge, mobile phone, notebook, etc.), files, data and data carriers to Sunrise at the latest on the last work day. These include, in particular, customer data files, customer reports, customer lists and any demonstration materials. The employee further undertakes not to make any duplications, copies, photos or films of the customer list or other files and data that have been classified as confidential, and to also voluntarily transfer all copies of other files and data to Sunrise.

### **12.5.2 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 any third party under any circumstances. It shall be stored carefully and may not be brought into close proximity of strong electromagnetic fields (such as loudspeakers, monitors, etc.).

Extended access authorization shall be obtained by electronic means.

If a badge is lost, the Security Office must be notified of this loss immediately by electronic means. The first and second personal badges are issued to the employee at no cost. An administrative fee of CHF 50.00 per badge will be charged for the third badge and every badge thereafter. The administrative fees will be automatically deducted from the salary.

## **12.6 Secondary employment**

The employee may not have any paid or unpaid secondary employment during the duration of the employment relationship, which would compromise their duty of loyalty, in particular by competing with Sunrise.

Secondary employment must be approved in writing by the supervisor and Human Resources department, irrespective of the level of employment.

All work time and rest time requirements set forth by the Swiss Employment Act (including ordinances) shall be complied with fully, especially with regard to maximum working hours.

## **12.7 Acceptance of public offices and board of directors mandates**

Sunrise welcomes participation by its employees in political, social and cultural activities. As a rule, this participation must take place outside of office hours. Likewise, any work connected with the exercise of a military function or a private involvement in specialized associations and groups shall be performed outside of office hours.

The employee generally has the right to hold public office. The supervisor and the Human Resources department must be informed before such an office is accepted. If the employment relationship is impaired by the acceptance of a public office or if there is any conflict of interest, the ELT shall decide

A request to accept a board of directors' mandate should be submitted via the supervisor to the Human Resources department. The decision must be made by the ELT after an assessment of possible conflicts of interest.

## **12.8 Duty of confidentiality**

### **12.8.1 General**

The employee shall safeguard all operational and business secrets of Sunrise, maintain secrecy regarding all other confidential matters and activities that they become aware of during their work, and shall store all files, data and data carrier so that they are not accessible to third parties.

This confidentiality obligation shall apply to all files, data and data carriers that give insight into the business matters of Sunrise, especially the customer lists.

In particular, the duty of confidentiality applies to documents (for example, business plans, technical procedures, balance sheet numbers, etc.), copies and software that the employee has either prepared personally or of which they have become aware or have access to during the employment relationship. Without permission from Sunrise, an employee may neither exploit such files themselves nor provide access to the contents to third parties or pass them on to third parties.

Both the duty of confidentiality and the prohibition of exploitation shall continue to be valid beyond the term of the employment relationship and are not limited in time.

## **12.8.2 Customer data in particular**

Sunrise holds that, not least because of Art. 43 of the Swiss Telecommunications Act (TCA) and Art. 35 of the Swiss Data Protection Act (DPA), it is of the highest importance that every type of communication with customers – whether oral, via data or images – be treated confidentially. This means:

- No employee may have access to information from customer files, customer reports or customer lists, protected personal customer information or other protected personal information, and may also neither use such data nor pass it on to others without legitimate business reasons.
- 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 when required by law or the information is needed for the security and protection of customers, the employee, or the property of Sunrise.

In cases in which Sunrise customer data is used for the evaluation of whether services meet customer needs, and for the development of new customer services, the data shall be summarized to the extent that it is impossible to identify individual customers.

## **12.9 Reporting obligation**

The employee is obliged to enter any changes to their residence, civil status, birth or death of their children and any other information that is significant for the employment relationship (for example, diplomas, course certificates, etc.) through the Employee Self Service system or report such changes to the Human Resources department.

Unforeseeable, brief absences shall be reported to the supervisor by telephone at the latest by 9:00 a.m. of the first day of absence or before the beginning of the work assignment; otherwise the absence will be considered unauthorized (see also the illness reporting obligation in clause 10.1).

The employee shall inform his supervisor well in advance about longer absences from work (for example, hospital stays, military service, etc.).

## **12.10 Gratuities**

Employees are not allowed, neither on their own behalf nor that of others, to request, accept or allow the promise of any gratuity (for example, gifts, discounts, invitations, etc.) from third parties (for example, suppliers, customers).

Where it is not possible to refuse such a gratuity, the employee shall immediately disclose it to Sunrise and surrender it after acceptance.

Minor, socially acceptable gratuities may be accepted, as long as they are not likely to compromise the interests of Sunrise.

The terms and conditions of the anti-bribery policy shall apply.

## **12.11 Intellectual property**

Insofar as Sunrise has not already acquired the rights to the work products of the employee by law, the employee hereby grants all rights to their work product as a global assignment to Sunrise.

This assignment is unconditional upon the conclusion of the employment contract, however, no later however than the date of origin of the rights, and will not be restricted in terms of time, fact, or geography. It particularly includes all partial rights relating to existing and future possible uses. In particular, all rights pursuant to Art. 332 para.1 and 2 CO, Art. 8 PatA, Art. 9 DesA, and Articles 9-11 CopA are assigned.

If the assignment of individual rights is legally ineffective or if individual partial rights remain with the employee for other reasons, the employee will forego their enforcement towards Sunrise. If such a waiver is legally ineffective, the employee is obligated to exercise his rights solely in accordance with the interests of Sunrise.

The assignment of all work results and other obligations of the employee under this clause are deemed paid in full with the payment of the agreed salary according to the employment contract. So long as the law in the exceptional cases in accordance with Art. 332 par. 4 of the Swiss Code of Obligations stipulates a payment obligation, the employee must immediately inform Sunrise in writing after development of the invention or design. Sunrise will subsequently determine within six months whether it will transfer rights to the invention or design back to the employee. If within this time period no deviating decision occurs, the rights remain with Sunrise which will therefore provide compensation according to Art. 332 par. 4 CO.

In so far as the rights are not automatically assigned to Sunrise, the employee has a transfer obligation. The employee's obligation to transfer the rights shall continue to apply following termination of the employment relationship.

Rules concerning business secrets remain unaffected by these provisions.

## **12.12 Use of third-party works**

The employee shall ensure that they do not use any third-party works without informing Sunrise about these works and their sources.

## **12.13 Non-competition clause**

Employees who come into notable contact with business secrets through their official work or who have access to confidential information, may be required to sign a special non-competition clause.

#### **12.14 Violation of obligations**

Violations of the obligations arising from the employment relationship may be addressed using the following measures, depending on their severity:

- written warning
- warning under threat of termination
- ordinary termination
- termination without notice

The right to take further legal steps remains reserved.

### **13 Final provisions**

Where the employment relationship is not governed by this CEA, the provisions of the Swiss Code of Obligations shall apply, particularly the provisions governing individual employment contracts as well as all other federal and cantonal regulations.

Changes and supplements to this CEA (including annexes, etc.), including this provision, shall only be valid in written form.

## **PROVISIONS IN ACCORDANCE WITH THE LAW OF OBLIGATIONS**

### **14 Peace obligation**

The CEC parties submit themselves to absolute peace obligation. Any hostile measures, particularly strikes, lockouts, and boycotting, are prohibited throughout the validity period of this CEC, even regarding those issues that are not regulated by this CEC and appendices. The obligation obtains also for the departments, as well as regional, cantonal, and local organs of syndicom.

### **15 Joint Mediation Board**

A Joint Mediation Board shall be established to mediate disagreements between the parties to this CEC. In the event of disputes, the Joint Mediation Board shall propose settlement options to the parties to this CEC.

Disputes connected with salary negotiations (clause 21 CEC) may not be submitted to the Joint Mediation Board. The Court of Arbitration (clause 16 CEC) shall have exclusive jurisdiction for these disputes.

#### **15.1 Selection and establishment of the Joint Mediation Board**

The Joint Mediation Board shall have five members. Sunrise and syndicom shall each appoint two members and two alternate members, and shall jointly determine the fifth member, who shall be the chairperson. The chairperson may not belong to, or be economically dependent on, either party to this CEA. If there is no agreement on the selection of the chairperson, the Court of Arbitration shall decide pursuant to clause 16 CEA. The members of the Joint Mediation Board shall be elected for the term of this CEA. Their term of office is automatically extended with the extension of the CEC.

#### **15.2 Procedures of the Joint Mediation Board**

The procedure begins when the written and reasoned request from a claimant is received by the Joint Mediation Board. The Joint Mediation Board delivers the request to the defendant and asks it to submit their position in writing within 15 days of the receipt of the request. The Joint Mediation Board invites the parties to a hearing.

After the hearing, the Joint Mediation Board presents a settlement proposal, at the latest within one month after the hearing, which shall be made in writing.

Decisions of the Joint Mediation Board shall be made by majority vote. A quorum requires the presence of all members or, if this is not possible, the presence of alternate members.

If both parties to this CEC do not expressly accept the settlement proposal within 15 days upon notification (the respective date of delivery), it shall be deemed rejected.

Each party shall bear its own party costs of the procedure. Compensation for the members of the Joint Mediation Board and the costs of the secretariat shall be borne equally between the parties to this CEC.

The dispute shall not be discussed in public during the proceedings before the Joint Mediation Board.



## **16 Court of Arbitration**

Any disputes between the parties to the collective employment agreement concerning the interpretation and application of this collective employment agreement and its annexes shall be subject to arbitration with the exclusion of state courts.

The selection, constitution and jurisdiction of the Court of Arbitration, as well as the procedure, shall be in accordance with Annex 8 (Court of Arbitration) of this CEC.

## **17 Enforcement fee (CEC fee)**

Employees subject to this CEC (exception: trainees are exempt from the fee obligation) shall pay a CEC fee of CHF 12.00 per month in 2018, CHF 15.00 per month in 2019, and CHF 17.00 per month as of the year 2020. Sunrise will deduct the fee from the salary on a monthly basis and it will be specified in the salary statement.

The CEC fee shall be reimbursed to employees who are members of syndicom by syndicom.

The CEC fees shall be deposited in a fund that the CEC parties have managed by a Joint Board (Annex 9). Expenses directly connected to the enforcement of this CEC and the collective representation of the interests of the employees may be financed from the fund. In particular, the following may be financed by the fund:

- the cost of copying this CEC and information material as well as the costs of other informational measures
- the costs of the CEC parties for the Joint Mediation Board and for joint bodies of the Social Plan
- administration costs of the fund
- negotiation costs incurred by syndicom for the negotiation and development of this CEC
- costs of trade union development courses and for the training of members of the Staff Committee (Personnel Committee)
- vacation costs of delegates who take part in trade union conferences or development courses, and employees who work with syndicom in an elected function

Members of an employee organization that is neither a party to this CEC nor acceded to the CEA can have the CEA fee reimbursed from the fund upon request.

## **18 Participation rights**

Participation rights shall be exercised by syndicom and the Staff Committee. The areas and extent of the participation is shown in the Participation Matrix (Annex 1).

## **19 Staff Committee (Employee Committee)**

The Staff Committee exercises the defined participation rights as shown in the Participation Matrix (Annex 1).

## **20 Trade union information rights**

Syndicom shall be granted access to the site after prior consultation with Sunrise.

Syndicom shall have up to four hours per calendar year to give information to the employees during working hours. The Sunrise management is entitled to express its opinion at these events and to explain the company's position.

## **21 Salary negotiations**

Each contracting party shall be entitled to request negotiations regarding salary adjustments by December 31. In addition to the company's success, criteria for the calculation of salaries are, in principle, the development of the cost of living, the economy as a whole and the industry.

## **22 Social Plan**

If there is a likelihood of dismissals for reasons not pertaining personally to the employees within the meaning of Art. 335d CO et seqq, the terms of the Social Plan (Annex 10) shall apply.

## **23 Willingness to negotiate**

If, during the contract duration, a CEC party needs clarification of or requests a change to the overall provisions of the employment agreement (CEC and annexes), the CEC parties undertake to discuss these questions and to make best-faith efforts to find a solution. As long as no agreement is reached or no new solution is found and comes into effect, the existing provisions shall continue to be effective.

## **24 Entry into force and period of validity**

This CEC shall come into force on January 1, 2018, and shall be valid for four years, which is until December 31, 2021. Unless one of the CEC parties submits a written request for new negotiations, this CEC shall automatically be extended by one year until December 31, 2022; it shall then be valid until December 31, 2022. If one of the CEC parties requests new negotiations, this CEC shall end on December 31, 2021, if the CEC parties do not agree on an extension of this CEC. If the CEC has been extended to December 31, 2022, the CEC parties shall conduct negotiations on any extension of the CEC until June 30, 2022, at the latest.

## **25 Elements of the CEC**

The following documents are integral elements of this CEC:

Annex 1: Participation Matrix

Annex 2: Bonus Plan

Annex 3: Customer Consultant Incentive Plan

Annex 4: Customer Service Frontline Incentive Plan

Annex 5: Sales Plan

Annex 6: Service Plan

Annex 7: Salary Supplement Regulation

Annex 8: Court of Arbitration

Annex 9: Joint Mediation Board

Annex 10: Social Plan

## **26 Applicable law and place of jurisdiction**

This Collective Employment Contract is exclusively subject to material Swiss law. All disputes arising from or in connection with this agreement between the CEC parties shall be subject to the jurisdiction of the Court of Arbitration defined in this agreement.

## Sunrise Communications AG

Place and date \_\_\_\_\_ Olaf Swantee  
CEO \_\_\_\_\_

Place and date \_\_\_\_\_ Karin Schmidt  
CHRO \_\_\_\_\_

## syndicom

Place and date \_\_\_\_\_ Giorgio Pardini  
Leader of Section  
ICT \_\_\_\_\_

Place and date \_\_\_\_\_ Urs Zbinden  
Regional-  
Secretary ICT \_\_\_\_\_