



Agreement on the Social Plan 2018

between Swisscom

Swisscom Ltd

Head office, 3050 Bern

and the trade unions party to the Agreement

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1 Purpose

Swisscom is committed to arranging any and all restructuring measures in a manner as socially acceptable as possible and thus takes into account the parties to the Agreement's primary matter of concern, avoiding redundancies. The Social Plan is intended to be the last resort, not the standard solution. Its instruments are oriented to the specific needs of the employees affected by personnel reductions. The goal is to integrate these employees into the internal or external labour market swiftly.

2 Scope of Application

The Social Plan is based on Art. 3.3 of the Swisscom Collective Employment Agreement (CEA).

It applies to the employees who are subject to the CEA – except for apprentices and employees with an individual employment contract (IEC) pursuant to Appendix 2 to the CEA – of Swisscom Ltd and the following Group companies:

- Swisscom (Switzerland) Ltd;
- Swisscom Broadcast Ltd;
- Swisscom Event & Media Solutions Ltd;
- Swisscom Health Ltd
- Billag Ltd;
- WORKLINK Ltd¹.

The Social Plan also applies to employees who are subject to the CEA cabled, except for apprentices and employees with an IEC pursuant to Appendix 2 to the CEA cabled.

In the event of a divestiture of parts of the companies that are subject to the Social Plan to a company in Switzerland in which Swisscom holds a majority interest, placement under the Social Plan will be negotiated in connection with the affiliation agreement with CEA Swisscom (Art. 333 para. 1^{bis} CO is reserved).

Upon the loss of a majority interest in any company affiliated with the Social Plan, the affected company's affiliation with the Social Plan will end automatically on the date of completion of the transaction.

The Social Plan is applicable to the personnel reduction (headcount reduction and skill change²) that is agreed upon by Swisscom and the affiliated companies until the end of the period of validity and about which the affected employees have been personally informed. An employment relationship that is of unlimited duration and is ongoing on the date of the announcement of the loss of employment is a prerequisite for applicability.

The Social Plan is not applicable in the event of terminations for which the employee is personally at fault (unsatisfactory performance, deficient behaviour).

Special provisions apply in the event of the transfer of a business or of outsourcing and in connection with changes in the contractual place of work (see nos. 7.2 and 7.3).

¹ This does not include employees who have concluded an IEC with WORKLINK under a Social Plan programme.

² A skill change occurs if existing employees have to be replaced by new ones because their skills (knowledge, abilities, and any training) no longer match a new job profile. Any gap in qualifications cannot be filled by personal effort (on the job) or by training or advanced training within a reasonable time.

Employees whose employment relationships are taken over in connection with the transfer of a business (insourcing) by Swisscom or the affiliated company, as the case may be, will have the right to a New Placement Phase under Category A (see nos. 4.2 and 4.3) for the first year after the transfer, regardless of their age or length of service.³

3 Measures to Prevent Personnel Reductions

3.1 Redeployment/measures having a favourable effect on the employment situation

Swisscom supports redeployment as an alternative to actual personnel reductions, with a view to addressing at an early stage the employees' individual employability and their search for new prospects before they receive social plan benefits. Through activities within Swisscom and within WORKLINK's New Placement Programme, the affected employees are actively supported via personalised measures.

The Parties may examine measures that have a favourable effect on the employment situation (e.g., working times models) as an alternative to the personnel reduction.

3.2 Employability fund

In order to promote the internal and external employability of the employees affected by personnel reductions (skill change and headcount reduction), Swisscom makes available the amount of CHF 1.5 million per year for retraining. The goal is to eliminate personnel reductions preventively via retraining associated with reasonable professional options backed by Swisscom (see no. 7.1).

3.3 Retraining programme in connection with a forthcoming long-term personnel reduction

If a forthcoming personnel reduction becomes apparent at an early stage because of changes in the company, Swisscom offers retraining oriented to this new reasonable job (see no. 7.1) for a period not to exceed three years to affected employees for whom continued employment in the company is supported by Swisscom and for whom an internal redeployment can be assured.

Swisscom finances the necessary individual retraining agreed with the employee up to an amount not to exceed CHF 40,000. During the retraining programme, the affected employees remain employed by Swisscom or the respective Group company, as the case may be. In terms of time, Swisscom contributes to the training hours falling within the employees' working hours (up to eight hours per day count as working hours). Employees do not have the right to compensation or any contribution from Swisscom for learning or attendance times falling outside of normal working hours.

There is no individual right to retraining. Swisscom uses a selection process to decide which employees meet the requirements for retraining and for a guaranteed redeployment solution.⁴ Employees who are not selected for retraining as part of this process may appeal this decision and request a review of the same by the Joint Steering Committee. Where expedient, Swisscom may engage an external specialised agency to conduct the selection process or to review the decision.

The selection process is preceded by a personal assessment financed by Swisscom that indicates the expedient and sustainable measures to the superiors and employees.

³ The date of the verbal notice of the loss of employment applies, i.e. the verbal notice of the loss of employment takes place within the first 12 months after the transfer.

⁴ For the purpose of establishing a retraining programme, all of the following requirements must be fulfilled:

- 1) The employee meets the requirements for completing the retraining successfully;
- 2) The employee has a good performance record and the necessary willingness to obtain advanced professional education;
- 3) A redeployment solution exists, and the retraining will directly benefit this future position to a great extent.

If the employee rejects the retraining programme and the intended redeployment solution even though these are reasonable pursuant to no. 7.1, Swisscom may terminate the employment relationship in accordance with the contractual notice period, with no right to additional benefits.

Employees who are not selected for retraining will receive social plan benefits in accordance with no. 4.

Swisscom will notify the affected employees of their admission to the retraining programme at least three months in advance. If the employee opts to participate in the retraining programme, the employee and Swisscom conclude an agreement governing the parties' reciprocal rights and duties and the redeployment solution.

Employees to whom Swisscom cannot, for operational reasons, offer a redeployment solution upon completion of the retraining (e.g., a guaranteed position is subsequently eliminated as a result of restructurings), have the right to social plan benefits pursuant to no. 4 after examining alternatives within the company.

If a redeployment solution cannot be implemented for reasons attributable to the employee (e.g., lack of motivation, unsatisfactory performance, discontinuation of retraining), Swisscom may terminate the employment relationship in accordance with the contractual notice period, with no right to additional benefits. Before Swisscom takes such a measure, the Joint Steering Committee must be consulted, which will decide on any and all issues depending on the degree of fault.

4 Social Plan Benefits

4.1 General provisions on obtaining Social Plan benefits

The Social Plan benefits are available to all employees who are affected by the personnel reduction and are at least 30 years of age, except those who have been offered retraining in accordance with no. 3.3. For affected employees who are under 30 years of age at the time of the personnel reduction but are not under any duty to support children, Swisscom will terminate the employment relationships in accordance with the contractual notice periods, with no right to additional benefits. Upon request, the employees will be offered new placement advice by WORKLINK during the notice period. Employees who are under 30 years of age and have duties to support children have the right to a New Placement Phase in accordance with Category A.

Employees for whom the planned redeployment solution cannot be implemented for operational reasons after completion of the retraining programme also have the right to Social Plan benefits.

4.2 Differentiation by category

The extent of the benefits differs based on the category of employee affected, the categories being comprised of groups falling within certain age and length-of-service (LoS) brackets. There are seven different categories:

LoS ⁵ \ Age ⁵	20-29 ⁶	30-39	40-49	50-54	55-57	58+
0-2	A	A	A	B	C	G
3-4	A	A	C	D	F	G
5-14	A	B	C	D	F	G
15-24		C	C	E	F	G
25-29			D	E	F	G
30+			E	E	F	G

4.3 Scope of benefits

	Market Orientation Phase	New Placement Phase/Deployment Model
Category A	3 months	New Placement Phase 3 months ⁷
Category B	3 months	New Placement Phase 4 months ⁷
Category C	3 months	New Placement Phase 7 months ⁷
Category D	3 months	New Placement Phase 10 months ⁷
Category E	3 months	New Placement Phase 16 months ⁷
Category F	5 months	New Placement Phase 20 months ⁷
Category G	3 months	Deployment model term 2 to 3 years

4.3.1 Market Orientation Phase

The Market Orientation Phase refers to the period between the individual, written notice of the loss of employment and the agreed transfer to the New Placement Phase or to the Deployment Model (new, fixed-term IEC), as the case may be.

For employees in categories A-F, a significant part of the redeployment processes occurs in this period. During the Market Orientation Phase, employees normally continue performing their existing job. However, they are given the necessary time to prepare themselves for the application process as part of WORKLINK's New Placement Programme (personal / skills assessment and job application strategies) and, particularly for purposes of seeking new prospects within and outside of Swisscom.

During the Market Orientation Phase, employees in Category G are given the option to obtain advice and support on financial matters. Where expedient, Swisscom may engage an external specialised agency to provide the employee with such support.

If the employee does not accept the new, fixed-term IEC for the New Placement Phase or the Deployment Model offer, as the case may be, Swisscom or the affiliated company, as the case may be, will terminate the employment relationship in accordance with the contractual notice period on the date of the elimination of the job (corresponding to the scheduled date of transfer to the New Placement Phase and/or to the Deployment Model).

⁵ The respective age attained and the respective length of service attained at the commencement of the New Placement Phase apply.

⁶ This only applies to employees who are under duties to support children.

⁷ At the request of employees who have not found a job by the date of their separation and who do not receive any unemployment insurance benefits based on an inability to work that has not ceased for the time being, Swisscom may extend their contractual retention period by no more than six months. If such a request from an employee is denied, the Joint Steering Committee will, upon request of the affected employee, take a final decision as to the extension. An extension not to exceed six months will end on the first possible date on which the requirements for receiving a daily subsistence allowance from the unemployment insurance are fulfilled.

For members of the Employee Committees, members of the executive board of a trade union party to the Agreement and who have been reported to Swisscom as such and members of employee representative bodies on the board of trustees of the pension fund the Market Orientation Phase will be extended to six months.

4.3.2 New Placement Phase for employees in Categories A-F

The New Placement Phase includes providing advice and support in the search for new job prospects inside or outside Swisscom (New Placement Programme), as well as arranging temporary work deployments. The most recent target salary (or annual fixed salary, as the case may be) will be paid for the duration of the New Placement Phase. The existing employment relationship with Swisscom or an affiliate company, as the case may be, will be terminated, and a fixed-term IEC with Swisscom or WORKLINK will be concluded for the duration of the New Placement Phase.

4.3.3 Deployment Models Partial Retirement and WORKLINK for employees in Category G

For employees in Category G, Swisscom offers two Deployment Models in lieu of the New Placement Phase. Both Deployment Models make it possible to safeguard employment under certain conditions. In direct connection with the reorganisation projects, Swisscom decides which model to apply in each case. The existing employment relationship is terminated or adjusted, as the case may be, and a fixed-term IEC is concluded for the duration of the model.

4.4 New placement programme for employees in Categories A-F

The New Placement Programme is run by WORKLINK. By participating in the New Placement Programme, employees will receive advice concerning their search for a new job.

The employees will receive assistance through personalised measures.

The employee is required, first of all, to actively seek a new job and to accept a reasonable position (see no. 7.1). He/she must be able to provide proof of his/her efforts.

The employees are required to perform any type of work deployment with the prospect of permanent employment ordered by WORKLINK during the New Placement Phase. The extent of the temporary work to be performed depends on the level of employment established before the transfer to the New Placement Phase, but the employee has no right to work assignments.

If it is verified that the employee has not complied with his/her duties to seek a new job or to perform temporary work deployments, the Social Plan benefits may be reduced or the employment relationship may be terminated prematurely. In any case, if a temporary assignment or a reasonable position is not accepted, any additional benefits will cease. However, the Joint Steering Committee must be consulted before Swisscom takes action.

The New Placement Programme begins with the initial activities during the Market Orientation Phase and normally lasts until the end of the New Placement Phase (see nos. 4.3 and 4.5). In any case, preparation for the application process is initiated in the course of the Market Orientation Phase.

4.4.1 Advanced training/Training

In order to increase employees' chances of obtaining employment in the external labour market, contributions may be made to the financing of individual qualification measures as part of the New Placement Programme. Detailed provisions in this respect will be established by the Joint Steering Committee. The total maximum individual contribution is CHF 15,000.

4.5 New Placement Phase and promotion of mobility for Categories A-F

The New Placement Phase established for each category may be utilised as follows on a case-by-case basis for purposes of promoting mobility:

4.5.1 Mobility benefit

When the employee begins a new job before transferring to the New Placement Phase or before the New Placement Phase ends, as the case may be, the remaining benefit budget (if any) may be paid out in cash as a mobility benefit (maximum CHF 30,000). A prerequisite for this benefit is that a difference in salary must exist (basis: actual difference for two years) or that a change of residence or a longer commute to work, as the case may be, becomes necessary (basis: actual expense). Barring actual evidence of a difference in salary or of a longer commute, a mobility benefit of no more than CHF 5,000 may be received (or, if applicable, the full remaining payment from the New Placement Phase, if this amount is lower). For employees in Category F, the provision set forth in no. 4.6.2 applies upon commencement of a new external position. Mobility benefits are subject to social security and tax.

4.5.2 Support for the formation of enterprises

Any remaining benefit budget may be received as start-up capital (no limit; full benefit possible) in connection with the formation of an enterprise. The start-up capital is subject to social security and tax.

Support for the formation of enterprises also includes consulting or individual coaching, as the case may be, on the formation of the enterprise and an independent assessment of the business plan by an expert agency.

4.5.3 Financing of advanced training

A portion of the benefit in the New Placement Phase may be utilised for financing advanced training during the New Placement Programme.

4.5.4 Continued payment or partial payment of salary for training/advanced training of a longer duration

If training or advanced training of a longer duration is being completed, continued payment or partial payment of remuneration (e.g., receipt of only 50% of the existing pay for a correspondingly longer duration) is possible. Financial security (personal/family) must be guaranteed in the event of a reduction in the continued payment of salary.

4.6 Additional benefits for employees in Category F

The following additional benefits are provided for employees in Category F:

4.6.1 Extension of the New Placement Phase via a selected continued partial payment of salary

Employees have the option to extend the duration of the New Placement Phase by using the remuneration budget for a partial continued payment of salary whose amount is selected by the employee (guaranteed salary). The duration of the New Placement Phase depends on the amount of the selected guaranteed salary and on the available budget (New Placement Phase benefit). The amount of the established guaranteed remuneration is equivalent to at least 70% of the original target remuneration. Financial security (personal/family) must be guaranteed based on the guaranteed salary. The earnings obtained during work deployments, less the costs of the WORKLINK benefits, will be paid out directly to participants up to the existing target salary.

4.6.2 Benefits in connection with starting an external job

If the employee starts a new external job before the end of the New Placement Phase, the remaining benefit budget (if any) will be paid out as a mobility benefit (up to one year's target salary).

4.6.3 WORKLINK continued employment programme

Employees who have not found a job by the end of the New Placement Phase and take an early retirement as of their separation date in accordance with the comPlan regulations may participate in a WORKLINK continued employment programme for a period of up to two years. Participation requires a written commitment on the part of the employee to accept work deployments and higher mobility, particularly in relation to the activity, workplace, and working hours. WORKLINK provides employees with support in the search for and arrangement of temporary positions. In the course of the employment programme, a new, fixed-term employment relationship will be concluded pursuant to WORKLINK's employment terms and conditions. Compensation is based on the earnings obtained in the course of a work deployment.

4.7 Deployment Models for employees in Category G

The goal of the Deployment Models is the continued employment of older employees internally and externally and the increased use of partial retirement in accordance with the comPlan regulations.

The Deployment Models are available to employees in Category G who are affected by structural changes or the personnel reduction, as the case may be. They do not apply to employees who take voluntary retirement in accordance with the comPlan-regulations.

In each case, the models will be used in accordance with the company's operational challenges and requirements. In the event of business restructuring measures, Swisscom will decide which Deployment Model to offer to employees. If the employee refuses to transfer to a Deployment Model, Swisscom may terminate the employment relationship in accordance with the contractual notice period, with no right to additional benefits.

The benefit or the term of the models, as the case may be, is calculated based on the years of age of the employees on the date of transfer to a Deployment Model (corresponding to the planned date of transfer to the New Placement Phase similarly to the other categories of affected employees). For employees between 58 and 60 years of age, the term for both Deployment Models is three years, and for employees beginning with the month after 60 years of age, the term is two years. The term of both models is limited until the normal old-age pension age.

The detailed provisions on the Deployment Models are an integral component of the fixed-term independent employment contract or the individual agreement, as the case may be.

4.7.1 Deployment model partial retirement for employees in Category G

Swisscom offers employees the option of a phased retirement. In the process, the current level of employment, and thus the working hours, are gradually reduced over the term of the model:

- At the start of partial retirement, the level of employment is reduced by 20%,
- in year 2, by an additional 10%, and
- in year 3 (for employees between 58 and 60 years of age), by another 20%.

Partial retirement occurs to the same degree as the phased reduction of the level of employment. Pension fund benefits are calculated in each case based on the respective degree of partial retirement. In each case, the provisions of the comPlan regulations on the date of the respective phase of partial retirement apply.

Employees will remain in their existing positions for the duration of the model. Employees may terminate the employment relationship at any time in accordance with the contractual notice period. Swisscom may only terminate the employment relationship in case of unsatisfactory performance or misconduct. The employment relationship will end automatically after the defined period of validity has expired, but no later than upon attainment of the normal old-age pension age, with no right to additional benefits. After the term has expired, the employees agree to take full retirement in accordance with the provisions of the respective comPlan regulations.

The target salary will be paid out for the agreed term in accordance with the provisions of the respective CEA and adjusted to the corresponding level of employment. Adjustments to compensation may be made in the course of the annual salary reviews.

4.7.2 WORKLINK Deployment Model for employees in Category G

Under the WORKLINK Deployment Model, employees transfer to WORKLINK. They are deployed for temporary work assignments in the internal and external labour market. Upon transfer to WORKLINK, the existing target salary decreases to 50% (= guaranteed salary). In addition to the guaranteed salary, WORKLINK guarantees an average share of turnover through temporary work deployments at the rate of 50% of the existing level of employment based on the minimum salary per the CEA.

The earnings obtained in the deployments, less the costs of the WORKLINK benefits, will be paid out to the employees in addition to the guaranteed salary, up to the existing target salary.

In the course of the employment relationship, employees must make every reasonable effort to integrate into the work process. They are required to cooperate actively in WORKLINK's measures, especially by participating in temporary work deployments. If it is verified that the employee has not complied with his/her duty, the term or benefits, as the case may be, may be reduced or the employment relationship may be terminated prematurely.

The existing insured salary at the pension fund will be retained, and the difference in the employer contributions will be taken over by Swisscom.

After the term has expired, the employees agree to take retirement in accordance with the provisions of the respective comPlan regulations or to separate from the company.

5 Discretionary Benefits in the Event of Early Retirement

For employees who are affected by a personnel reduction, undergo early retirement or phased retirement as part of the Social Plan, and, despite Social Plan benefits and intensive efforts to obtain employment, are in financial hardship,⁸ Swisscom will examine the possibility of disbursing a discretionary benefit by request and in accordance with the "Hardship Fund for Early Retirement" regulations of the sovis foundation.

6 Social Counselling/Fund for the Mitigation or Prevention of Social Hardships

Swisscom's social counselling services (including aid-in-kind benefits in hardship situations) are available to all participants in retraining and Social Plan programmes.

The sovis foundation's fund for the mitigation or prevention of social hardships may be utilised for employees for whom Social Plan benefits do not suffice.

⁸ Receipt of discretionary benefits is based on the budget policies of Swisscom's social counselling services.

7 Reasonableness, Change in Employment Relationship, and Transfer of a Business

7.1 Reasonable job offers

Anyone not accepting a reasonable position in connection with reorganisations or during the Market Orientation Phase and over the duration of the Social Plan programmes (New Placement Phase or Deployment Models) forfeits his/her right to further benefits.

Job offers will be considered reasonable under the following conditions (the right to make contrary individual agreements as to reasonableness is reserved):

- appropriate consideration of skills, prior activities, level of employment, and training;
- consideration of terms and conditions that are standard at the site and in the industry, particularly the terms and conditions of the collective employment agreement and of the standard employment contract in the respective labour market;
- losses of pay of no more than 15% of the target remuneration, after the fourth month from the beginning of the New Placement Phase no more than 20% for employees who are not under duties to support children;⁹
- the commute to work does not exceed 90 minutes per route (door-to-door from home to workplace) via public transport. A new commute that is just as long or shorter than the prior one is reasonable even if it takes longer than 90 minutes per route (door-to-door from home to workplace).
- for part-time employees under 40%, a level of employment up to 40% is reasonable.

7.2 Change in the existing employment relationship

The reasonableness criteria specified above will apply in the event of a change in the employment relationship within the Swisscom Group (e.g., pay, place of work). If the employee rejects a reasonable offer, Swisscom will initiate termination measures, and the employee will have no right to Social Plan benefits.

7.3 Transfer of a business and outsourcing

Transfers of business and outsourcings include – in addition to cases of transfers of business as referred to in the relevant statutory provisions – management buy-outs, franchising, and similar forms of outsourcing as well. The following benefit is paid out if the requirements are satisfied: Upon transfer to the new company in which Swisscom does not hold an interest or holds only a minority interest, a lump-sum mobility benefit of CHF 10,000 will be paid out on a one-time basis regardless of the level of employment. The benefit will be paid to employees in a fixed-term employment relationship if the employment relationship lasts for at least an additional three months after the date of transfer.

In the event of the transfer of a business, the employment relationship is automatically transferred pursuant to Art. 333 para. 1 of the Swiss Code of Obligations (CO). In all other cases, the transfer will be determined by contract between the employees and the new employer.

As regards the commute to work, the transfer is considered reasonable if the reasonableness guidelines specified in no. 7.1 are observed.

The employee will be informed in a timely manner concerning the transfer and the consequences of rejecting the transfer. If the employee rejects the transfer despite a reasonable offer, Swisscom or the affiliated company, as the case may be, will terminate the employment relationship in accordance with the notice period specified in the individual or collective employment agreement, as the case may be. In the event of

⁹ This does not include losses of pay under the Deployment Models specified in no. 4.7.

the transfer of a business as referred to in the applicable statutory provisions, the employment relationship will, upon receipt of the written rejection statement, be dissolved immediately once the statutory notice period has expired (one, two, or three months, as the case may be, depending on the length of employment). No benefits can be received under the Social Plan in either case.

The trade unions party to the Agreement will be informed as early as possible concerning outsourcing projects, except insofar as Swisscom wishes to maintain secrecy as a matter of Company policy.

8 Joint Steering Committee

The implementation of this Social Plan will receive the support of the Joint Steering Committee. The Steering Committee has up to eight members, half being representatives of the trade unions party to the Agreement and half being representatives of Swisscom. The Joint Steering Committee elects the chair, alternating, in each case, from among the representatives of Swisscom or of the trade unions party to the Agreement, as the case may be, for a term of one year. The Steering Committee may form sub-committees. Experts and representatives from the affected organisation may be consulted on a case-by-case basis.

The Joint Steering Committee has the following duties, in particular, apart from those mentioned above:

- assessing the results achieved and supporting the Social Plan organisations and programmes;
- reviewing the use of the employability fund;
- introducing proposals for implementing the Social Plan;
- prior consultation in connection with the taking of measures or with terminations of employment relationships with Swisscom (after entry to the New Placement Phase) or WORKLINK by the employer pursuant to no. 4.7.2;
- deciding in case of appeals against the denial of an extension of the Social Plan benefits (see no. 4.3);
- issuing implementation provisions;
- issuing any transitional provisions that may be necessary.

9 Concluding Provisions

This Social Plan comes into force on 1 July 2018 and will remain in force until 31 June 2021. Provided that none of the parties to the Agreement requests negotiations on a renewal by 31 December 2020, this Social Plan will renew automatically by one year, thus ending on 30 June 2022.

The parties to the Agreement declare that they are willing to hold discussions on the extension or renewal of the Social Plan at least six months before the termination of the same.

The Social Plan is valid for all employees who are personally informed of the loss of their job or of retraining, as the case may be, beginning on 1 July 2018 and before the end of the Social Plan, as a result of operational changes.

3050 Bern, in June 2018

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