

Collective Employment Contract

between

Sunrise LLC
Thurgauerstrasse 101b
8152 Glattpark
(Sunrise)

and

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

Table of Contents

Together 6

Recitals 6

1	Scope of application	6
1.1	Personnel	6
1.2	Exceptions	6
2	Period of validity	6
	Indirect contractual provisions	6
3	Freedom to unionise	6
4	Equality, equal opportunity and protection of privacy	7
5	Cooperation between the CEC Parties and syndicom information right	7
6	Obligation to maintain industrial peace	7
7	Operational participation	7
8	Employees' Representation Committee	7
9	Salary negotiations	8
10	CEC contribution and CEC contribution fund	8
10.1	CEC contribution	8
10.2	CEC contribution fund	8
11	Social plan	8
12	Willingness to negotiate	9
13	Joint Mediation Board	9
13.1	Competence	9
13.2	Election and constitution	9
13.3	Proceedings	9
14	Arbitral Tribunal	10
14.1	Competence	10

14.2	Election, constitution and seat	10
14.3	Procedure	10
14.4	Provisions applicable in the alternative	11
	Normative provisions	11
	Flexible and new way of working	11
15	Formation of the employment relationship	11
16	Work permits for foreigners, extract from the Criminal Register and the Debt Enforcement Register, medical fitness assessments	11
17	Probationary period	11
18	Termination without notice	12
19	Termination	12
20	Termination of members of the Executive Board and Employees' Representation Committee	12
21	Annual working time	12
21.1	Purpose	12
21.2	Annual planned working time	12
21.3	General conditions	13
21.3.1	Working time and rest periods	13
21.3.2	Working time frame	13
21.3.3	Breaks	13
21.3.4	Salary and time supplements for special working periods	14
21.3.5	On-call service	14
21.3.5.1	On-call duty and on-call assignments	14
21.3.5.2	On-call assignment planning	14
21.3.5.3	On-call duty allowance	14
21.3.5.4	On-call assignments	14
21.3.5.5	Emergency assignments	14
21.3.6	Business travel	15
21.3.7	Continuing education	15
21.3.8	Crediting paid absences	15
21.3.9	Definition of time balance and general compensation rules	15
21.3.10	Time tracking	16
21.4	Working time models	16
21.4.1	Working time model with fixed working time	16
21.4.2	Working time model with flexible working time	16
21.5	Time balance	16
21.5.1	Time balance as at 31 December	16

21.5.2	Time balance at the end of the employment relationship	17
21.6	Basic rules concerning time balances of employees with annual income above CHF 120,000	17
21.6.1	Time balance as at 31 December	17
21.6.2	Time balance at the end of the employment relationship	17
22	Place of work and tasks	17
22.1	Principle	17
22.2	Flexwork	18
23	Holidays	18
23.1	Holiday entitlement	18
23.2	Taking holidays	18
23.3	Reduction of the holiday entitlement	19
23.4	Public holidays	19
23.5	Brief absences	19
23.6	Unpaid leave	20
23.6.1	Principle	20
23.6.2	Insurance protection	20
23.6.3	Pension fund contributions	20
	Engagement and performance	20
24	Salaries	20
24.1	Principles and terms of remuneration	20
24.2	Minimum salary	21
25	Continuation of salary payments	21
25.1	Notification obligations, medical certificate, medical examiner	21
25.2	Illness	21
25.3	Accidents	21
25.4	Paternity leave	22
25.5	Maternity leave	22
25.6	Leave for caring for children with serious disabilities due to accident or illness	22
25.7	Military service, civil protection service or civilian service	22
25.8	Payment of insurance benefits	23
25.9	Continued payment of salary without insurance cover	23
26	Payments in the event of invalidity or death as a result of an accident and posthumous salary payment	23
26.1	Payments in case of invalidity or death as a result of an accident	23
26.2	Posthumous salary payment	23

27	Out-of-pocket expenses	23
28	Basic training and continuing education	24
Trust	24	
29	Non-discrimination	24
30	Data protection	24
31	Duty of care and loyalty	25
32	Confidentiality	25
32.1	General	25
32.2	Customer data	25
33	Work materials and duty to return	25
33.1	General	25
33.2	Badge	26
34	Secondary employment and holding public office	26
35	Reporting duties	26
36	Gratuities/anti-corruption	27
37	Intellectual property	27
38	Use of third-party works	27
39	Breach of duties	27
Annexes	28	

Together

Recitals

Through this Collective Employment Contract (CEC), the Parties intend to make a joint contribution to the development of their employees and Sunrise, govern their cooperation in good faith, engage in a 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 necessary measures to prevent discrimination on the basis of origin, sexual orientation, religion, disability or gender, sexual harassment or bullying. The goal is to achieve a 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; position up to Level 4), the provisions on working time ([Section 21](#)) do not apply.

1.2 Exceptions

This CEC does not apply to:

- Members of 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
- Employees working as editors or journalists in the mySports area

2 Period of validity

This CEC shall enter into force on 1 January 2022 and shall remain in force until 31 December 2024.

Unless either of the CEC Parties gives written notice of termination by 30 June of the relevant calendar year (the first possible effective date being 31 December 2024), this CEC shall be automatically extended for an additional year.

Indirect contractual provisions

3 Freedom to unionise

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

4 Equality, equal opportunity and protection of privacy

The CEC Parties wish to promote equal opportunity. Sunrise undertakes to

- protect the privacy of employees;
- achieve equality;
- take measures to prevent sexual harassment and bullying and, if necessary, to ensure that they are corrected;
- strive for a balanced representation of genders, languages and cultures;
- take appropriate measures for the implementation of equal opportunity.

Sunrise shall designate internal contact persons for employees who feel marginalised or sexually harassed.

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

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

5 Cooperation between the 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 on all important issues relating to the social partnership.

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

syndicom shall have up to four hours per year available for holding information events during working time. Sunrise Management has the right to express its opinion and present the position of Sunrise in the course of these 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 covered 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. 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 measuring salaries include but are not limited to the company's success, the development of the economy as a whole and the sector, as well as changes in the cost of living.

Apprentices' salary 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 arbitral tribunal by 31 January in accordance with [clause 14.1](#).

10 CEC contribution and CEC contribution fund

10.1 CEC contribution

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

- from 70%: CHF 20
- 50-70%: CHF 16
- less than 50%: CHF 11

Apprentices are exempt from the duty to pay contributions.

The contribution shall be deducted by Sunrise on a monthly basis from the employees' salaries 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 employees' interests. In particular, the fund may finance the following in whole or in part:

- the maintenance of the social partnership relationship;
- information material and the costs of additional information measures;
- the administration of the fund;
- negotiation costs for the negotiation and further development of the CEC;
- costs for further training courses for trade unions and for training the members of the Employees' Representation Committee;
- costs for leave of trade union members attending trade union meetings or training courses, as well as 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)). The Social Plan shall contain measures to prevent and mitigate adverse effects on the affected employees.

The Social Plan shall govern the purpose for which the funds are to be used (for example, job placement, retraining or severance compensation), as well as the formation, composition and competency of the bodies with equal representation which are responsible for the use of the funds and are involved in the implementation of the Social Plan.

At the time of signing of this CEC, the Social Plan of January 2021 concluded between the social partners is in force.

12 Willingness to negotiate

If, in the opinion of a CEC Party, an important issue pertaining to the contractual relationship needs to be clarified during the term of the Agreement or if a CEC Party requests an amendment to the provisions of the Collective Employment Agreement (CEC and 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 settling 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, as well as disputes concerning the employees' salaries do not fall within the competence of the Joint Mediation Board.

Differences in connection with salary negotiations pursuant to [Section 9](#) CEC may not be submitted to the Joint Mediation Board. Only the arbitral tribunal referred to in [Section 14](#) CEC is competent to hear 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 arbitral tribunal shall decide pursuant to [clause 14.1](#) CEC. The members of the Joint Mediation Board shall be appointed for the duration of the CEC. 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 substantiated written request by the applicant to 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 service 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 Arbitral Tribunal within three months of service 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 Arbitral 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 in case the CEC Parties do not reach an agreement in the proceedings before the Joint Mediation Board.

In the event of disagreement between the CEC Parties, the Arbitral Tribunal shall decide on the election of the chairperson of the Joint Mediation Board pursuant to [clause 13.2](#) CEC.

The Arbitral 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 Arbitral Tribunal must be appointed to draw one up through a binding arbitral award.

14.2 Election, constitution and seat

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

If one of the CEC Parties wishes to refer a matter to the Arbitral Tribunal, it shall inform the other CEC Party thereof in writing, indicating the subject matter of the dispute and naming its arbitrator. The other CEC Party shall also appoint its 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 appointed arbitrators unless reasonable doubts exist 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 are in default of appointing the chairperson, the chairperson shall be appointed by the Cantonal Supreme Court of Zurich at the request of a CEC Party.

The seat of the Arbitral Tribunal shall be in Zurich.

14.3 Procedure

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

The deliberations of the Arbitral Tribunal shall take place in the absence of the CEC Parties. The CEC Parties shall be notified by e-mail of the Arbitral Tribunal's reasoned judgment.

In the event of differences regarding collective salary negotiations, the Arbitral Tribunal shall decide within 30 days of the date on which it was composed, after hearing the parties orally and without exchanging written submissions. The Arbitral Tribunal's decision is final.

Its costs and compensation shall be determined by the Arbitral 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 Arbitral Tribunal may at any time attempt to bring about an agreement.

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

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

14.4 Provisions applicable in the alternative

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. 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 govern at a minimum the commencement of the employment relationship, for a fixed-term employment relationship the duration of the employment relationship, the level of employment, the duration of the probationary period, the salary, the position and the place of work.

By signing the IEC, the employees agree to the normative provisions of this CEC and to the deduction of the CEC contribution ([Section 10](#)).

Apprentices shall be hired by means of a written apprenticeship contract and in accordance with the relevant statutory provisions. In addition, the General Terms of Employment for Apprentices shall apply.

16 Work permits for foreigners, extract 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 is reserved 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 employment shall be considered a probationary period, however up to a maximum of three months.

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

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

18 Termination without notice

The employment relationship shall end at the end of the month following attainment of the normal retirement age, upon death or upon expiry of the agreed contractual term in the case of a fixed-term employment contract, without notice of termination.

19 Termination

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 10th 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 foresee that a fixed-term employment contract may be terminated early before the end of its agreed term, in application of an agreed notice period.

20 Termination of members of the Executive Board and Employees' Representation Committee

Employees who are members of the company board Sunrise of syndicom and have reported this position to Sunrise in writing or hold a seat on the Employees' Representation Committee shall be subject to a notice period of five months. Notice of termination of such employees may only be given for the following reasons:

- a) for reasons related to their performance or conduct;
- b) for economic reasons after Sunrise has sought possible internal employment alternatives.

In the event of termination for the above-mentioned reasons, Sunrise shall grant the ICT sectoral management of syndicom access to the relevant documents (subject to compliance with data protection and privacy protection). Termination shall be discussed in advance between the ICT sectoral management of syndicom, the CEO and the CHRO of Sunrise.

Termination for good cause pursuant to Art. 337 CO is possible at any time and without prior discussion with syndicom.

21 Annual working time

21.1 Purpose

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

Employees have the right to disconnect and to be unavailable, as well as to refrain from responding outside the established working time regulations.

21.2 Annual planned working time

The calculation period for the 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 holidays and public holidays, is 2,080 hours (40 hours x 52 weeks).

For part-time employees, the annual planned working time shall be reduced in accordance with the agreed level of employment. Where 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 workload.

Based on the annual working time, different working times may be offset within the calculation period. Employees' monthly salary payments shall be made on an equal basis and irrespective of fluctuations in working time.

21.3 General conditions

21.3.1 Working time and rest periods

The applicable provisions on working time and rest periods according to the Employment Act must be observed.

21.3.2 Working time frame

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 work on Sundays or such public holidays.

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

The daily work, including breaks and overtime, must be within 14 hours. Employees may work a maximum of 12.5 hours (without including breaks) 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.

21.3.3 Breaks

Work shall be interrupted by breaks with the following minimum duration:

For working periods of

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

Breaks must be scheduled around the middle of the working time. Breaks lasting more than a half hour may be split up. 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 breaks 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 calculate the break.

Breaks do not count as paid working time. Sunrise, however, 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 taken into account 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 ordered 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%
- Sundays and public holidays supplement (23.00 to 23.00) 50%
- Supplement for work performed on Saturday as part of an on-call assignment 50%

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

If salary supplements apply to the same working time period, they cannot be cumulated; only one surcharge is due. Cumulation with a salary supplement for additional work in accordance with clauses 21.5.1 and 21.5.2 is prohibited.

Employees are entitled to a 10% time supplement from 25 nights during 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 inspection rounds or participate in similar special events. On-call duty is performed outside the premises of Sunrise.

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 communicated 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 5.00 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 employees are actually called on to work and are required to perform an on-call assignment. 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 duty at night, on Saturdays, Sundays or public holidays shall be determined in accordance with clause 21.3.4. and shall be paid in addition to the on-call allowance specified in clause 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 assignments

If employees are called upon to work in the event of an emergency assignment outside of on-call service, they shall receive the same compensation as the employees who perform on-call service, i.e. the supplement for on-call duty in accordance with clause 21.3.5.3, as well as salary and time supplements in accordance with clause 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 sole disposal during a business trip (for example, breaks or stays at the hotel) does not count as paid working time.

If employees travel abroad in the course of their work, the time spent on the outbound and return journey and on work abroad shall be counted towards working time using the actual amount of time spent, together with the travel time counted as working time in Switzerland, but no more than 10 hours per day, irrespective of the level of employment.

21.3.7 Continuing education

Participation in obligatory continuing education ordered by Sunrise is counted towards working time using the time actually spent (including travel time), less the free time available (for example, breaks).

Participation in voluntary continuing education approved by Sunrise shall be counted as working time using the time actually spent (including travel time), less the free time available (for example, breaks), up to a maximum of 8 hours per day, irrespective of the level of employment.

For further details on basic training and continuing education, see [Section 28](#) below.

21.3.8 Crediting paid absences

Paid absences (for example, inability to work due to illness or accident, as well as holidays) shall count as working time in accordance with the contractually agreed level of employment, based on the planned working time.

21.3.9 Definition of time balance and general compensation rules

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

As at 31 December or at the end of the employment relationship, employees' time balance should be as balanced as possible. A maximum of 170 extra hours may be worked per calendar year. Otherwise, the time balance should normally be between 20 additional hours (without extra hours) and 20 negative hours.

Employees agree to compensate additional hours with time off of the same duration and to work negative hours afterwards. For the purpose of compensating for additional hours, they also agree to always start with the extra hours, and such compensation must, where possible, be made within 6 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 inform superiors and Human Resources on a monthly basis about the individual employee's time balance. In particular, to ensure compliance with the Employment Act and the protection of the health of employees, Sunrise resp. the superiors shall check the employees' time records and their respective time balances on a monthly basis. If the additional hours exceed a limit of 100 hours, or the negative hours exceed a limit of 40 hours, measures to reduce these time balances shall be taken immediately. Sunrise is however entitled at any time – including at short notice (with a notice period of at least 3 days) – to order compensation of additional hours. Sunrise is entitled at any time – even at short notice – to order negative hours as well as the working of negative hours.

21.3.10 Time tracking

Employees shall track their working time using the time tracking tool provided by Sunrise in accordance with their instructions, unless they have waived time tracking based on the 'Agreement on Waiver of Time Tracking between syndicom and Sunrise.

21.4 Working time models

In the individual areas or functions, different working time models are used within the scope of the annual working time, taking into account the general conditions and the business 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 (for example, call centre, shops).

The daily working time shall be adjusted to the volume of work by means of the assignment scheduling. Accordingly, the employees' working time shall be determined based on the 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 time frame.

The superior may arrange office hours during which accessibility for internal and external customers must be ensured.

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

The organisation and compensation of additional hours or the organisation and working of negative hours are generally carried out by the employees in consultation with their superior.

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 balanced as possible. Extra hours not compensated as at 31 December shall be paid out based on the agreed salary with a supplement of 25%. The remaining additional hours (overtime) not compensated as at 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 until 31 March of the following year. Any disbursement shall be made at 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 reported by 31 December are attributable to the employees, 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 by 31 December are not attributable to the employees, 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 employees' time balance shall be as balanced 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 fixed salary without a supplement.

Any negative hours recorded at the end of the employment relationship shall be deducted from the employees' salaries, provided that the negative hours are attributable to the employees. If the negative hours are not attributable to the employees, these hours shall be charged to Sunrise.

21.6 Basic rules concerning time balances of employees with annual income above CHF 120,000

The special rules on time balances apply to employees with an 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). [Clause 21.5](#) is not applicable.

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 employees' salaries.

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 employees' expense; these hours are covered by the employees' salaries. 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 employees' salaries, provided that the negative hours are attributable to the employees. If the negative hours are not attributable to the employees, these hours shall be charged to Sunrise.

22 Place of work and tasks

22.1 Principle

The place of work and the tasks shall be determined 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 reasonable for the employees due to the longer commute associated with it. A commute which is longer than up to 60 minutes (per trip, from the place of residence to the place of work, via public transport) is considered 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 is reasonable for them.

22.2 Flexwork

FlexWork encompasses the voluntary performance of the professional duties outside the office premises of Sunrise. 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. To the extent that the individual duties allow it and that no operational reasons preclude FlexWork, employees may avail themselves of FlexWork in agreement with their line manager. A line manager may restrict FlexWork only in justified cases and in consultation with the respective HR Business Partner resp. People Business Partner. The work space at Sunrise continues to exist and FlexWork is a supplement to work at the Office Premises. FlexWork can be applied in any place where the employee can ensure compliance with all Sunrise policies. Because of individual agreements with Business customers (BCCH), data protection, labour and tax regulations, FlexWork is categorically only possible within Switzerland. In exceptional cases, short-term FlexWork abroad can be approved in coordination with the respective line manager and the responsible HR Business Partner resp. People Business Partner.

With FlexWork, the provisions of the Employment Act on working time and rest periods, as well as the general conditions pursuant to [clause 21.3](#) shall apply without limitation.

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

By performing FlexWork the employee confirms that he/she has 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 hardware 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 in using the hardware and software

23 Holidays

23.1 Holiday entitlement

Employees shall have the following holiday entitlements per calendar year:

- 30 working days: Apprentices, employees up to the 31st of December of the calendar year in which they reach 20 years of age and employees from 1 January onwards when 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 holiday entitlement. Accrued holidays are calculated on half-days.

23.2 Taking holidays

Sunrise shall determine the time when holidays are taken, but shall make 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 take holidays at a specific time.

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

Holidays must generally be taken in full by the end of the relevant calendar year. Superiors must ensure that holidays are taken.

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

For internal use only

Title Collective Employment Contract
Date 01.01.2023

If, at the end of the employment relationship, employees have received more paid holidays than they are entitled to, Sunrise may reclaim the excess holiday pay.

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

23.3 Reduction of the holiday 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 (for example, due to illness, accident or the fulfilment of statutory duties), their holiday 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 holiday entitlement may be reduced by 1/12 from (and including) the third month for every full month of inability to work. The employee's holiday entitlement shall not be reduced if paternity leave (cf. [clause 25.4](#)), maternity leave (cf. [clause 25.5](#)) or care leave (cf. [clause 25.6](#)) is taken.

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

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

If the holidays for the relevant calendar year have already been taken, the employee's salaries may be reduced in this case.

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 the 24th and 31st of December as paid public holidays.

23.5 Brief absences

Employees are entitled to brief paid absences in the following cases, provided the event falls on a working day:

- Own wedding or registration of a partnership: 2 working days
- Wedding or registration of partnership of own children, parents or siblings: 1 working day
- Death of a life partner, own children, parents or siblings: up to and including the date of the funeral (max. 10 working days)
- Death of a close relative (grandparent, parent-in-law): 2 working days
- Necessary care in the event of a health impairment of relatives: Up to 3 working days per event and a maximum of 10 days per calendar year. For children, the childcare leave may also exceed 10 days per calendar year; The continued payment of salary is governed by Art. 324a CO (see clause 25.9). Sunrise may request a corresponding medical certificate.
- Job search after notice of termination has been given: time needed according to agreement
- Recruitment and issuance of military equipment: according to orders
- Official summons: time needed according to agreement
- Relocation of own household (no paid brief absences for relocations resulting from separation from Sunrise): 1 working day per calendar year
- Volunteer work: up to 2 working days per calendar year
- Work as an expert federal examiner: up to 3 days per calendar year

Youth leave: Granted to employees until their 30th birthday for unpaid leadership, caring or advisory activity in the context of extracurricular youth work, as well as for the necessary training and continuing education, 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, by way of exception, this is not possible, the doctor's visit or the visit to the government office must be reported to and approved by the employee's superior. The working time for a doctor's visit or visits 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 necessary time in order to exercise their internal representation of interests pursuant to their regulations or articles of association.

23.6 Unpaid leave

23.6.1 Principle

Employees have the option of taking unpaid leave, provided that their employment contract is open-ended, the 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 holidays and/or additional hours must be fully reduced before the start of the unpaid leave.

23.6.2 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.

23.6.3 Pension fund contributions

The regulations of the pension fund shall apply.

Engagement and performance

24 Salaries

24.1 Principles and terms of remuneration

The employee's salary depends in particular on his/her position and individual performance and the success of Sunrise, as well as 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, without using cash.

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 with a position in the Sales area: 40%
- Employees with a position in the Non-Sales area: 15%

The applicable employee contributions for OASI/IV/LEC/UI and for the occupational pension insurance of Sunrise, as well as the premiums for the non-occupational accident insurance (NOAI) and the daily sickness benefits insurance (DSBI) shall be deducted from the salary.

24.2 Minimum salary

The agreed minimum annual salary is CHF 57,000 gross. In justified individual cases, a lower minimum salary may be fixed. The minimum salary regulation does not apply to apprentices.

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

25 Continuation of salary payments

25.1 Notification obligations, medical certificate, medical examiner

Any incapacity of work must be personally reported to the employee's supervisor by telephone as soon as possible (no later than 9.00 on the first day of absence or before the start of the assignment). Electronic notification by SMS or e-mail, etc. is not sufficient. From the 3rd calendar day of incapacity for work as a result of illness and, in the event of an accident, from the 1st calendar day of incapacity for work, the employee must submit a medical certificate on his/her 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 termination by Sunrise, the employee must submit a medical certificate as of the 1st day of absence.

Sunrise has the right to have the employees examined by a medical examiner with regard to their ability to work. The costs of the examination shall be borne by Sunrise.

25.2 Illness

Employees are insured with a private daily sickness benefit insurance 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 employees. This sick pay insurance replaces 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 expiry of the waiting period, Sunrise will pass on the daily sickness allowance to the affected employees. These daily benefits will be supplemented by Sunrise for a maximum of 730 days with continued salary payment so that, together with the daily benefit, the employees are paid a total amount equal to 100 percent of the net salary for the duration of the incapacity for work in the case of full capacity for work (net salary differential payment).

Sunrise continued supplemental salary payment assumes an obligation on the part of the daily sickness benefits insurer to pay benefits. Sunrise may reduce the continued salary payment to the same extent as the insurance reduces its daily benefits.

Entitlement to continued salary payment during the waiting period and supplemental continued salary payment shall end at the latest upon termination of the employment relationship. After its termination, there shall only be a possible entitlement to the insured daily allowance vis-à-vis the sickness allowance insurance in accordance with the applicable insurance terms and conditions.

If the daily sickness benefits insurance does not provide any benefits, Sunrise shall continue to pay the affected employees' 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 pass on the daily accident allowance paid to the affected employee. This daily benefit will be supplemented by Sunrise for a maximum of 730 days with continued salary payment so that, together with the daily benefit, the employee is paid a total amount equal to 100% of the net salary for the duration of the incapacity for work in the case of full capacity for work (net salary differential payment).

The supplemental continued salary payment by Sunrise assumes an obligation on the part of the accident insurer to pay benefits. Sunrise may reduce the continued salary payment to the same extent as the insurance reduces its daily benefits.

Sunrise will pay the premiums for obligatory occupational accident insurance and supplementary accident insurance, while those for obligatory non-occupational accident insurance (NOAI) shall be paid by the employees.

Entitlement to continued salary payment during the waiting period and continued supplemental salary payment shall end at the latest upon termination of the employment relationship. After its termination, there shall only be a possible entitlement to the insured daily allowance vis-à-vis the accident insurance in accordance with the applicable insurance terms and conditions.

25.4 Paternity leave

Employees who, at the time of the birth of their child, are the legal father of the child or who become the legal father of the child within the following six months are entitled to paternity leave of a maximum of 25 working days with full salary payment.

Paternity leave must be taken within one year of the child's birth. At least 10 working days of paternity leave must be taken during the first six months after the child's birth; the benefits payable under the Loss of Earnings Compensation Act shall accrue to Sunrise. Paternity leave may be taken on a weekly or daily basis.

If paternity leave is taken, there shall be no reduction of the employee's holiday entitlement (see [clause 23.3](#)).

25.5 Maternity leave

Sunrise shall grant female employees an extended, paid maternity leave of 18 weeks after childbirth at full pay. The maternity benefit payable under the Loss of Earnings Compensation Act (LECA) shall accrue to Sunrise. Where the employee does not receive compensation for loss of earnings due to maternity under the LECA, her entitlement to continued salary payment shall be governed by Article 324a CO.

At the employee's request, the possibility of returning to work at a reduced employment level compared to the previously agreed employment level in the contract shall be examined, but the employee must request this at least 60 days before the birth. The employee is not entitled to a reduction in the level of employment. If the request for a reduction in the level of employment cannot be granted, the employee shall be informed thereof in writing (including by email).

If maternity leave is taken, there shall be no reduction of the employee's holiday entitlement (cf. [clause 23.3](#)).

25.6 Leave for caring for children with serious disabilities due to accident or illness

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

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

25.7 Military service, civil protection service or civilian service

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

At the request of Sunrise, employees are urged in cases where military service shall be particularly detrimental to the day-to-day operation of business to take all necessary steps to defer the service period. Sunrise shall make the following continued salary payments per calendar year for the above services:

- for 30 days 100%

and then

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

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

This clause is without prejudice to special rules and regulations for the performance of active service.

25.8 Payment of insurance benefits

Payment of all insurance benefits shall generally be made by Sunrise during the term of the employment relationship. The employees' claims against the insurance companies shall be assigned to Sunrise. The employees shall sign a corresponding declaration upon first request.

25.9 Continued payment of salary without insurance cover

In the event of uninsured impediments for which the employee is not at fault, Sunrise shall continue to pay his/her salary up to the maximum amount specified in Article 324a CO, provided the relevant preconditions are met.

Multiple impediments 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 the insurance and to be provided by Sunrise itself shall be due only if the employment relationship has lasted more than three months.

Sunrise continued salary payment shall last no longer than the termination 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 an accident

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

26.2 Posthumous salary payment

In case of the death of employees, 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, for two months, calculated from the date of death, provided that the employees leave behind the spouse, registered partner or minor children or, in the absence of such persons, other persons to whom the employees had a duty to provide support.

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 relevant applicable policy on out-of-pocket expenses.

28 Basic training and continuing education

Sunrise assumes its responsibility as a modern and socially-minded employer, 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 continuing education) that increases and maintains their employability. Thanks to 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, methodically, financially and/or by granting time for such development.

In the context of the development discussions, the development and support measures shall be discussed and determined jointly between the superiors and the employees. In case of agreement, the resources required for this purpose shall be agreed individually. The development and support measures must be reconciled 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 justified cases. Any rejected measures must be justified and recorded in writing by the superior.

Trust

29 Non-discrimination

Sunrise protects the personal rights of its employees. All employees have the right to 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. The relevant anti-discrimination policy of Sunrise 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 access and unauthorised 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 can 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.

In the event that HR services are outsourced, Sunrise is authorised to transfer data within Switzerland and abroad, to manage data on global systems and have it managed by third parties, and to retrieve data from within Switzerland and abroad Sunrise shall ensure that the relevant contracting parties handle the data lawfully and confidentially and use it only for its intended purpose and in a proportionate manner. Data security and data protection shall comply with the Swiss Federal Data Protection Act (FADP).

Supervision at the workplace must be proportionate and pursue legitimate objectives. The purposes are in particular performance, security checks and training purposes. The principle of proportionality shall be respected.

Behavioural monitoring is not permitted.

Employees' health and the protection of their personal rights shall be safeguarded.

31 Duty of care and loyalty

Within the scope of their duties and level 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 obligated to perform their work carefully and to safeguard the interests of Sunrise in every respect.

Employees must handle work equipment (for example, badge, mobile phone, notebook, etc.), technical equipment and installations, vehicles and other materials that Sunrise makes available to execute the work, in a professional and careful manner.

32 Confidentiality

32.1 General

Employees are obligated 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 activity, and to store all documents, data and data carriers in such a manner that they cannot be accessed by third parties.

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

The duty of confidentiality shall also apply, in particular, to documents (for example, business plans, technical procedures, balance sheet figures, etc.), copies and software that the employees have either made themselves or that come to their knowledge or are accessible to them as a result of the employment relationship. Without Sunrise permission, employees may not exploit 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 exploitation 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. 35 FADP, that any type of customer communication--whether verbal, electronic or based on pictures--is 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 employees, or the property of Sunrise.

33 Work materials and duty to return

33.1 General

Employees are obligated, 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 (for example, badge, mobile phone, notebook), as well as documents, data and data carriers, at

the latest on their last day of work. This shall include, in particular, customer files, customer reports, customer lists and any demonstration materials. The 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 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 may be charged for the third badge and every badge thereafter. The administrative fees will be automatically deducted from the salary.

34 Secondary employment and holding public office

Employees may not have 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. As a rule, these activities must take place during leisure time. Tasks that relate to a military function or 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 assuming a 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, continued salary payment and/or adjustment of the level of employment must be agreed individually.

Prior to taking on any paid secondary employment or taking on board positions, memberships in professional organisations and other (paid) employment, the 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,
- the performance of the work is not impaired, and
- the mandatory provisions of the Employment Act on working time and rest periods are observed.

35 Reporting duties

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

Unforeseeable, brief absences shall be reported to the Employee's superior 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 (as regards the reporting duty in case of illness or accident, see [clause 25.1](#)).

Employees shall inform their supervisor well in advance about future long-term absences from work (for example, 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 (for example, gifts, discounts and invitations) from third parties (for example, suppliers and customers).

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

Trivial socially acceptable benefits may be accepted, as long as they are not likely to adversely affect the interests of Sunrise.

The provisions of the anti-corruption policy in force at the time shall apply.

37 Intellectual property

Insofar 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 as a global assignment to Sunrise.

This assignment is unconditional and is effected upon the conclusion of the employment contract, but at the latest at the time the rights arise, and will not be restricted in terms of time, subject matter, or geography. It particularly includes all partial rights relating to existing and future possible uses. In particular, all rights pursuant to Art. 332 par.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 employees for other reasons, the employees will forego their enforcement against Sunrise. If such a waiver is legally ineffective, the 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 paid in full with the payment of the agreed fixed salary according to the employment contract. Insofar as the law provides for a mandatory compensation obligation in the exceptional cases specified in Art. 332 par. 4 CO, the 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 par. 4 CO.

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

The provisions concerning business secrets shall remain unaffected by these provisions.

38 Use of third-party works

Employees undertake not to use third-party works without indicating these works and their sources to Sunrise.

39 Breach of duties

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

- written reprimand
- warning with threat of termination
- ordinary termination
- termination without notice

Sunrise reserves the right to take further legal action.

For internal use only

Title Collective Employment Contract
Date 01.01.2023

Warnings with the threat of termination which are not implemented within 24 months shall be forfeited.

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

Version	Date	Author	Change
1.0	22.07/26.08.2022	Myriam Büchi	Original version negotiated in July 2022 between Sunrise UPC LLC and syndicom
1.1	01.01.2023	Sven Burri	Formal adjustments due to re-branding and company change (from Sunrise UPC to Sunrise)

Annexes

Annex 1: Participation Matrix

Areas and Degrees of Participation	syndicom	Employees' Representation Committee
Together & Trust		
Ergonomics: Design of workplaces and work environment	1	2
Health protection / illness prevention Prevention of accidents and occupational diseases, occupational safety	1	2
Family-external childcare concept	1	2
Social rooms (cloakrooms, showers, lounges)	1	2
Staff catering concept	1	2
Anti-discrimination policy	1	1
Significant changes in the corporate structure Joint ventures; formation of subsidiaries; holdings; company sales; dis-investments	1	1
Course of business, current developments and challenges Staff levels, strategic matters (business locations, products, etc.)	1	1
Staff-wide events	n/a	2
Flexible & new Way of Working		
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
Commitment & performance		
Salary increase	3	1
Principles regarding fringe benefits	1	2
Health and accident insurance / daily benefits insurance (any leaflets)	1	1
Employee assessment concept	1	2
General		
CEC, Annexes	3	1
Sample IEC within the scope of application of the CEC	1	1
Mass redundancies	2	2

For internal use only

Title Collective Employment Contract
Date 01.01.2023



Statutory Social Plan	3	2
Transfer of business / part of business to third parties, mergers, de-mergers, transfers of assets and liabilities per Art. 333a par. 1 CO	1	1
Transfer of business / part of business to third parties, mergers, de-mergers, transfers of assets and liabilities per Art. 333a par. 2 CO	2	2
Terms of employment for apprentices	2	2
Employees' Representation Committee regulations / election regulations	2	3

De-gree	Degree of participa-tion	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 Em-ployer makes a final decision.
3	Co-decision-making	Refers to joint decision-making.

Annex 2: Social Plan