

Zurich, 16 December 2020

COLLECTIVE AGREEMENT (CA ACCORDING TO ART. 356 ET SEQ. OF THE CODE OF OBLIGATIONS [OR])

between

Swisscom Directories AG
Förllibuckstrasse 62
8005 Zurich ("Employer")

and the trade unions concluding the contract:

syndicom – Trade Union Media and Communication
Monbijoustrasse 33, P.O. Box, 3001 Bern

Transfair – the Staff Association of the Service Public
Hopfenweg 21, 300 Bern 14

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Basic principle

The contractual parties wish to tackle tasks that arise in future in the scope of the collective agreement in a genuine and lived social partnership. For this purpose, the contractual parties will support each other in good faith.

The collective agreement aims to contribute to the positive development of the employer and the benefit of the employees that sustain it. With this agreement, the contractual parties wish to:

- preserve, promote and consolidate the good relationships between the employees, the employer and the trade unions;
- establish state-of-the-art rights and obligations under employment contract law;
- establish the values in the company further in a performance and solution-oriented manner and easily and enthusiastically;
- preserve Switzerland as a competitive place of work in a social market economy by supporting innovation and modern work organisation;
- uphold the industrial peace;
- settle differences in opinion in regulated proceedings.

1 Scope

This collective agreement (hereinafter referred to as "company contract") applies directly for the employees of the employer who are members of a trade union concluding the contract. For non-members, the normative provisions of the respectively valid company contract apply as provisions of individual employment contracts.

This company contract does not apply for:

- members of the Executive Board;
- employees in functions with a high strategic impact of the unit and/or of the thematic area as well as overall responsibility for staff of a larger division and/or a company-wide thematic area (Leadership Circle);
- employees with travelling salesman contracts;
- part-time employees with an average of fewer than 8 hours per week;
- temporary staff recruited for up to three months and interns.

In the event of acquiring a majority stake in a company in Switzerland whose staff at the time of completion of the acquisition include at least 30 full-time positions, the employer, the acquired company and the trade unions concluding the contract will agree an appropriate transitional phase in which the existing conditions of employment of the acquired company will continue to apply unchanged. Before expiry of this transitional phase, the employer will influence this company so that it conducts negotiations with the trade unions concluding the contract with the goal of finding an appropriate agreement that takes the interests of this company into consideration.

In the event of a demerger (specifically via spin-off or transfer of assets) to an acquired or newly established company with its registered office in Switzerland in which the employer holds a majority stake, the employer will influence this company so that it conducts negotiations with the trade unions concluding the contract regarding an appropriate solution if more than 50% of the employees of this company have been taken over by the employer within the framework of this demerger. If fewer than 50% of the employees originate from the employer, the regulation regarding the paragraph above applies correspondingly. For the employer's employees taken over by the company, the normative provisions

of this collective agreement apply as provisions in individual employment contracts during the transitional phase.

With the loss of a majority stake of the employer in a company subject to the company contract, the inclusion of the respective company in the company contract automatically ends at the time when the transaction is completed. At the same time, the obligation of the employer to influence the respective company also expires.

2 (Normative) provisions under employment contracts

2.1 Company contract / Individual employment contract

2.1.1 General

The employer concludes with each employee in the scope of the company contract a written individual employment contract on the basis of this company contract.

The individual employment contract regulates at least the start of the employment relationship (with temporary employment contracts the duration), the degree of employment, the duration of the probationary period, the wage, the area of work and the place of work.

On conclusion of the company contract, the employee receives a copy of the company contract with the respective appendices in digital form. Those who are not a member of a trade union concluding the contract or of an association subject to the company contract declare by signing the individual employment contract their consent to the normative provisions of the company contract and the deduction of the CA contribution.

2.1.2 Probationary period

The probationary period is three months. A shorter probationary period or a waiver can be agreed in the individual employment contract.

2.1.3 Temporary employment relationship

A temporary individual employment contract with a duration of less than six months is usually concluded without a probationary period.

It can be extended once when a new end date is determined.

Temporary employment relationships will be offset in the calculation of the duration of employment unless there is an interruption of more than twelve months.

2.2 Privacy and data protection

The employer respects and protects the person of the employee psychologically and physically and ensures, in compliance with ergonomics, that appropriate health protection is provided. The employment relationship is to be sustained by respect and tolerance. The employees may not be discriminated against, either directly or indirectly, due to their gender, age, origin, language, culture, religious conviction, sexual orientation and their degree of employment. All parties contribute to this.

In the case of differences with the employer, the employee can involve a person of trust. This applies in particular in the following cases:

- personal classification pursuant to the wage system and performance/conduct assessment;
- breaches of privacy by supervisors or other employees, in particular sexual harassment and bullying;
- ordinary termination;
- change in the place of work or the area of work.

Through prevention and rehabilitation measures within the framework of the company health management, the employer wishes to keep the negative effects of health impairments as the result of illness or accident as low as possible in the interest of the employees and the company. The employer will strive to reintegrate employees with health impairments into the work process through corresponding measures within the framework of the operational possibilities.

The employee is obligated to provide the employer with all personal data necessary for the employment relationship and to give notice of any changes. The employer guarantees the protection of personal data. In particular, the employee has the right to inspect the personnel file and the data regarding him/her. (cf. In this regard data sheet on data protection Swisscom Directories AG)

The employer is committed to uncoded employment references.

2.3 Wage and allowances

The employees are entitled to the same wage for equivalent work.

The wage is based on the function, the experience and the individual performance as well as on the collective success. The wage system is transparent and the employees will receive on request information about their individual situation.

The employer carries out wage checks every year according to the statutory specifications and takes suitable measures in order to eliminate any wage differences between the genders. The employer will inform the trade unions concluding the contract and the employees about the reports of the wage checks and the planned and implemented measures.

The annual minimum wage with a full workload (100%) is CHF 52,000.

The employer pays family allowances. For children and foster children, there is an entitlement to a child allowance in the amount of CHF 240 and a training allowance in the amount of CHF 250 per month and child. Any higher cantonal figure remains reserved. Child allowances will be paid out until the age of 18; and beyond that, until the completion of further education, but at the latest until the person concerned turns 25. The details regarding eligibility are based on cantonal law at the place of work.

The details are regulated in Appendix 1 (wage and allowances).

2.4 Continued payment of wage

2.4.1 Illness and accident

For the duration of 720 days within 900 days, the employer, in the event of incapacity for work due to illness (including pregnancy) or accident will continue to pay the employee's way for 360 days in full and thereafter 80% of the basic wage.

For its payments, the employer will take out collective insurances for a daily sickness allowance and a daily accident allowance (addition to the accident insurance law) with a waiting period of a maximum of 180 days. The employees will participate in the premiums for the daily sickness allowances, calculated on the basis of a waiting period of 180 days, and in the premiums for the non-occupational accident insurance, in each case, paying half the premiums.

An entitlement to continued payment of the wage towards the employer only exists for the term of the employment relationship. After it has ended, the entitlement to the insured daily sickness allowance still exists towards the insurance. The employee must be able to transfer to the individual insurance without any new reservations.

In the event of the employee being prevented from working for more than 3 calendar days due to illness or accident, the employee has to present a medical certificate at the latest on the 4th day without being prompted to do so. In substantiated cases, the employer can demand a medical certificate from the first day of absence. The employer also reserves the right to instruct the employee to undergo an examination by the company doctor; the costs will be borne by the employer.

2.4.2 Military, protection or civilian service

If the employee performs obligatory Swiss military or protection service, the continued payment of his/her wage per calendar year is as follows:

- for 30 days 100% of the basic wage, then
- 80% of the basic wage for single employees without any support obligation;
- 100% of the basic wage for married employees or single employees with a support obligation

Swiss civilian service and military or Red Cross service performed by female members of the army are equivalent to military or protection service.

The employer is entitled to the income replacement benefits in the extent of the continued payment of the employee's wage.

2.4.3 Subsequent granting in the event of death

On the death of an employee, the employer will pay a sixth of the annual target wage if the employee leaves behind his/her spouse, life partner or children under the age of 18. If such persons do not exist and if the employee has a support obligation to another person, this person will receive the subsequent payment.

2.5 Working hours

2.5.1 Normal working hours and hours of operation

Full-time employees work 41 hours per week (8.2 hours per day).

The ordinary hours of operation are from Monday to Friday 6.00 am until 8.00 pm. The employer can define block times for departments.

In the event of operational requirements, Saturday can also be defined as an extension of the hours of operation and/or the daily hours of operation changed

Within the hours of operation, the working time can largely be determined under the employee's own responsibility, in coordination with the supervisor and the team. The teams define the individual response times in consultation with the supervisor. Response times within the hours of operation are regulated blocks of time during which teams have to be reachable.

For operational reasons, fixed working hours can be determined for organisational departments or individual employees within the ordinary and extraordinary times of operation.

The employees have the right not to be available during their leisure time.

2.5.2 Recording of working time

The working time is to be recorded suitably depending on the working time model.

2.5.3 Breaks / Interruptions to work

The statutory regulations regarding breaks apply (Art. 15 of the Labour Act [ArG]): By law, work is to be interrupted by breaks of the following minimum duration:

- a quarter of an hour in the event of daily working hours of more than five and a half hours,
- half an hour in the event of daily working hours of more than seven hours and
- one hour in the event of daily working hours of more than nine hours.

Breaks during which employees may not leave their place of work are deemed to be working time.

The employer will grant appropriate, paid short breaks during working hours. In areas with fixed working hours, the employer will integrate short breaks into the planning.

Stress from only working in front of a PC is to be taken into account by the employer when determining the short breaks.

2.5.4 Home office

Home office is the temporary working from home. There is no claim to home office; instead, home office and its scope are based on voluntary action and require the consent from the responsible direct supervisor. At all times, employees are entitled to a workplace at the contractual place of work.

The granting of home office is done in each case without written agreement and can be revoked at any time by the supervisor or its scope adjusted. If physical presence in the office is required or expedient for certain tasks (e.g. project meetings, comprehensive usage of copiers/printers, etc.), home office is not permissible (even if fundamentally approved).

Employees who practise home office are integrated into the work processes and work organisation of the employer. With regard to working time, the recording of working time, availability and compliance with security aspects (instruction regarding the usage of IT and communication equipment, data back-up and non-disclosure/data protection), the same rules apply as for work in the office (regulations/instructions and orders of the supervisor).

The target number of working hours is to be complied with. The working of overtime in the home office requires the prior written consent from the supervisor.

The employee is himself/herself responsible for setting up her/his workplace in his/her home office when working from home is done at the employee's own request. The employer will provide the employees with a laptop. The employer will inform the employees in a transparent manner about the statutory provisions and about the risks that can be associated with working from home (consequences of an ergonomically insufficient workplace, social isolation, loss of boundaries between working and private life, overwork, fewer breaks, etc.). Supervisors of employees who work from home can be trained accordingly. There is no entitlement to wage or time supplements or other compensation (e.g. for technical infrastructure and/or the usage of private facilities).

2.5.5 Additional hours and overtime

The working time that exceeds the 41 hours per week is deemed to be additional hours. Overtime is deemed to be the working hours that exceed the maximum number of working hours per week of 45 hours.

Additional hours and overtime worked are to be compensated by the employee independently in consultation with his/her supervisor within a period of 6 months. They are to be compensated by time in lieu of equal duration.

Additional hours and overtime must be ordered by the supervisor or approved as such retrospectively within a week since they were accumulated.

The employee is obligated to work additional hours and overtime within the framework of the statutory provisions if necessary for company purposes and if such can be reasonably expected of him/her in good faith.

2.5.6 Part-time work

If the employee wants a change to the degree of employment, the employer will check such requests within the framework of the possibilities available to the company. The rejection of an application for a change in the degree of employment is to be substantiated in writing by the supervisor by e-mail.

The part-time employee may not be used on a regular basis or without prior consultation over a lengthy period of time to perform work that goes beyond his/her contractual workload.

2.5.7 Part-time work from the age of 58

From the age of 58, the employees have the right to reduce their current degree of employment in one or two steps by a maximum total of 20% (or one working day) provided that the degree of employment does not fall below 50%. Additional reductions in the degree of employment are possible by mutual agreement between the supervisor and the employee.

2.5.8 Work at night and on Sundays

Work at night 11.00 pm – 6.00 am

Work on Sundays Saturday 11.00 pm to Sunday 11.00 pm

The public holidays designated by the cantons and the federal public holiday are the equivalent to a Sunday.

As a general rule, work at night and on Sundays is prohibited by law and requires approval from the authorities which must be obtained by the employer beforehand. Requirements are to be directed to Human Resources. Work may only be performed at night and on Sundays after instruction to do so.

2.5.9 Supplements for irregular work at night and on Sundays

Employees who work at night and on Sundays at irregular intervals will receive a supplement of 75% on the individual basic wage. The supplements for work at night and on Sundays will not be accumulated.

2.5.10 On-call duty

The employees can be assigned to on-call duty by their supervisors due to company requirements. When the employee is on call, he/she is on standby outside of working hours and will, if necessary, commence work immediately. The compensation made for the on-call duty can optionally be made in time or in money.

Standby time: CHF 5.20 / hour or 15% time credit.

Assignment time: is deemed to be working time, if applicable with a supplement for work at night or on Sundays of 75% on the individual basic wage.

2.6 Holidays and public holidays

2.6.1 Holidays

In each calendar year, the employee is entitled to holidays of

- 25 working days up to and including the calendar year in which the employee turns 49;
- 30 working days up to and including the calendar year in which the employee turns 59;
- 35 working days from the calendar year in which the employee turns 60.

The holiday entitlement will be reduced proportionately if the employment relationship starts or ends during the calendar year.

Holidays will be determined in consultation between the employee and the supervisor. The holidays are fundamentally to be taken by 31 December. The supervisors have to ensure that the holidays are taken.

Once a calendar year, two continuous holiday weeks must be taken.

A payout of holiday days is permissible if the employment relationship ends without the employee being able to take the holidays.

The holidays will be reduced in ratio to the duration of the absence if the work is suspended due to illness, accident, military, civil protection or civilian alternative service during a calendar year which

together lasts for longer than 90 calendar days. There will be no reduction for the first 90 calendar days. The grace period of 90 days commences every calendar year anew.

Unpaid holiday of more than 30 days leads to a reduction in the holiday entitlement.

Reductions will be rounded down to half-days.

2.6.2 Public holidays

The employer grants 11 paid public holidays per calendar year for full-time employees at all sites. These are comprised of cantonal and local public holidays incl. the federal public holiday. If a site does not have 11 public holidays (because e.g. a public holiday falls on a Saturday or Sunday), the difference to 11 days will be granted in the form of days in lieu.

With part-time employees, there is no entitlement to a day in lieu if the public holiday falls on a usually work-free day pursuant to the work plan.

2.7 Holiday and absences

2.7.1 Paid maternity leave / paternity leave

The employee is entitled to paid maternity leave of 18 weeks with full continued payment of his/her salary. If the company circumstances so permit, unpaid holiday of up to 4 weeks can be granted in addition before and/or after giving birth.

On request, up to 2 weeks of maternity leave can be taken directly before the birth. In the event of the newborn spending time in a hospital of at least three weeks, the employee can request that the claim to maternity compensation be postponed (Art. 24 of the Income Compensation Regulation [EOV]). Parallel to the maternity compensation, the maternity leave will also be postponed. During the time when the maternity compensation is postponed, the employee is entitled to full continuation of his/her pay. The employer is entitled to income compensation benefits in the scope of the continued payment of the employee's wage.

The employee is entitled to paid paternity leave of 3 weeks with 100% continued payment of wage. In addition, he is entitled to unpaid paternity leave of 20 working days if the company circumstances so permit. Paid and unpaid paternity leave is to be taken within a year of the child's birth. Paternity leave can be taken all at once or as individual days.

2.7.2 Paid absences

For family matters or special events, the employee is entitled to the following absences:

- own marriage: 2 days;
- marriage of children, grandchildren, siblings: 1 day;
- sudden or severe illness of a spouse or life partner, child, family member (in the same household): up to 3 days per event;
- death of spouse or life partner, child, parent or other close relative: up to 3 days
- after adoption for adoptive parents: 10 days

- own relocation within a canton: 1 day;
- own relocation with a change of canton: 2 days;
- Enlistment of recruits and submission of the military equipment: pursuant to public notice.

2.7.3 Trade union holiday

The following paid absences will be granted to members of a trade union concluding the contract per calendar year:

- for work in an elected function of an executive body of a trade union concluding a contract up to 5 days;
- for participation in company conferences / industry plenary meetings and trade union conferences up to 3 days.

There is no entitlement to further paid absences for trade union activity. In exceptional cases, however, the Human Resources management can approve substantiated applications.

Members of a trade union concluding the contract who participate in a trade union training course will be granted up to 2 days of paid holiday per calendar year.

The fees for the aforementioned absences will be borne by the respective trade union.

2.7.4 Professional development / Initial and further training

Between the employer and the employees there is a mutual claim to further training of the employees.

The employer encourages and challenges the employees and supports them appropriately with regard to methodological and financial aspects and by providing working time, with the goal of preserving and increasing the employability of the employees. The employees control their development path under their own responsibility and are willing to make their own contributions. A willingness to learn and the personal commitment of the employees are the basis for the success.

The individual development path will be defined jointly with the employee. Initial/further training is to be requested. The rejection of applications is to be substantiated.

2.7.5 Unpaid holiday

If operational circumstances permit, unpaid leave may be granted upon request. Unpaid leave of more than 2 weeks is only possible twice within 5 years.

If an unpaid holiday lasts longer than three months, the employer contributions for the professional pension will be charged to the employee with the exception of the risk contribution and the conversion loss contribution. The daily allowance insurance for illness and accident is a matter for the employee.

2.7.6 Public office

The employee must inform the employer in a timely manner when he/she takes over a public office if this impairs the employment relationship. The tasks of a public office are to be carried out in the employee's free time where possible. The employer will grant up to 15 days of paid holiday per calendar year for the exercising of a public office. In the case of longer absences and/or mandates that require a lot of time, the continued payment of the employee's wage and/or the adjustment of the degree of employment is to be agreed individually.

2.7.7 Work & Care

For the nursing care of family members or related persons, the employer offers the employees specific work models where possible.

2.8 Loyalty to the company

A bonus will be paid out for loyalty to the company:

- for 5 years of service CHF 1,500;
- for 10 years of service CHF 3,000;
- for 15 years of service CHF 5,000;
- from 20 years of service and all other 5 years CHF 7,000.

In the event of part-time employment, the premium will be calculated on the basis of the average workload of the last 5 years.

2.9 Fiduciary duty

2.9.1 Non-disclosure and return

The employee is obligated to observe non-disclosure towards non-authorized employees, third parties and the competition with regard to all secret and confidential facts and business relationships of the employer, in particular accounting and balance sheet figures, business plans, calculation bases, technical procedures, contractual relationships with other companies, joint ventures, information about business partners, employees, customers, suppliers as well as archive, wage and production data.

He/she remains obligated to non-disclosure even after the employment relationship has ended if this is necessary to safeguard the legitimate interests of the employer.

At the employer's request and at any rate when the employment relationship ends, he/she must surrender all records, documents and files belonging to the employer or created in connection with the employment relationship; copies may only be produced with the employer's consent.

2.9.2 Acceptance of gifts

The employee may not accept, promise or grant any gifts or other advantages if this is associated with the business activity and could be classified as bribery of the granting of advantages.

Accordingly, it is also prohibited to demand gifts or other benefits, to have such promised to oneself or to accept such gifts.

2.9.3 Ancillary employment

The employee must inform the employer about other employment. Ancillary employment is not permitted if this breaches the fiduciary duty. The statutory maximum number of working hours may not be exceeded overall.

2.9.4 Temporary change in the place of work or the area of work

For operational reasons, any employee may have another task assigned to him/her temporarily which can be reasonably expected of him/her and which is not part of his/her normal tasks under the employment contract. The same applies for the temporary assignment to another place of work. The additional travelling time to the temporary place of work is deemed to be working time; the additional costs incurred will be reimbursed by the employer.

Rights to inventions and other intangible assets

2.9.5 Inventions

Inventions that the employee makes when carrying out his/her work and in fulfilment of contractual obligations or in whose production he/she collaborations belong to the employer. This applies irrespective of the time and place of the invention work and the protectability of the invention. The employer is entitled at any time to amend or supplement inventions and other technical ideas of the employees.

With the conclusion of the individual employment contract, the employer reserves the right to acquire and utilise inventions that the employee makes when exercising his/her work for the company but not in fulfilment of contractual obligations. In these cases, he/she must inform the employer in writing; the employer will give written notification within six months whether it releases the invention. If the invention is not released, the employer has to pay out a special appropriate remuneration to the employee. When this remuneration is determined, all the circumstances are to be taken into account such as specifically the economic value of the invention, the collaboration of the employer, the use of assisting persons and company equipment as well as the costs incurred by the employee and his/her status in the company.

The employee is also obligated after the employment relationship has ended to provide the information necessary to protect the invention by patent and to comply with the formalities.

2.9.6 Copyrights, design

The employee will transfer the copyrights and associated protective rights, in particular the rights to software, and the right to designs, including all partial rights, with their creation to the employer (unless these rights are created at the employer by law) if these rights have been created when exercising the contractual obligations and when carrying out the work for the company.

If the employer does not have any interest in these rights, the use or utilisation should be provided to the employee by contract.

Rights to designs, trademarks, works/services and computer programs that are created when carrying out the work for the company but not when exercising the obligations under the employment contract belong to the employee.

The rights for inventions, designs, trademarks, works/services and computer programs that have been developed before the employment relationship or during the ongoing employment relationship in the employee's free time belong to the employee.

The 3rd and 4th paragraph are subject to the reservation that the employee does not use any data, material, documents, etc. of the employer for this.

2.10 Liability

The employee is liable towards the employer for damage caused intentionally or in a grossly negligent manner.

2.11 Termination or change in the employment relationship

2.11.1 Expiry

The employment relationship ends automatically when the statutory pension age is reached, on the death of the employee or with the expiry of the agreed period of time. The employment relationship also ends automatically with the start of the entitlement to the full disability pension.

2.11.2 Reorganisation

In the event of partial invalidity, the employer will attempt to adjust the employment relationship in the established area of work to the remaining capacity for work/employment or find an alternative solution.

2.11.3 Termination

The ordinary periods of termination are:

- during the probationary period: 7 days to any point in time;
- After the conclusion of the probationary period 3 months to the end of the month;
- After the employee has reached the age of 50 and has worked for the company for at least 10 years 5 months to the end of the month;
- From the 20th year of service 5 months to the end of the month.

The termination must be made in writing. The employer substantiates it in writing on request. Before an ordinary termination for reasons for which the employee is personally responsible (e.g. unsatisfactory performance, poor conduct), a discussion is to be conducted with the employee in this regard. A memo is to be drawn up of this discussion and placed in the employee's personnel file.

The statutory provisions (Art. 336c et seq. of the Swiss Code of Obligations [OR]) apply for termination at an improper time and for termination without notice.

By mutual agreement, the employment relationship can be terminated at any time irrespective of the remaining provisions. The severance agreement must be made in writing.

For employees who in an elected position belong to an executive body of a trade union concluding the contract and have been reported to the employer as such, as well as for members of the Human Resources Commission, the period of notice pursuant to this company contract (cf. Clause 2.11.3 Paragraph 1) plus 3 months apply.

2.11.4 Protection against dismissal

Members of the staff representation, members of the employee representation in the Board of Trustees of the pension fund and employees who are members of a company/industry board of a trade union concluding the contract and have been reported to the company as such may not have their employment contract terminated or incur other disadvantages during their period of office and one year after the end of their period of office due to their correct work as an employee representative.

3 Contractual provisions (under the law of obligations)

3.1 Equality

The parties to the company contract want to promote equal opportunities. They take suitable measures to prevent direct and indirect discrimination.

The employer will designate contact persons in-house for employees who feel disadvantaged or sexually discriminated against. In addition, the employees have the possibility of contacting an external counselling centre specified by the employer free of charge and upholding anonymity.

At the request of a party to the CA, a meeting can be convened on equality and the protection of privacy and health.

3.2 Collaboration

3.2.1 General

With their collaboration, the parties to the company contract want to enforce the provisions of the company contract and promote a good working climate.

The areas, degrees and levels of collaboration are regulated in Appendix 2 (Collaboration).

The employer will collect from every employee in the scope of this company contract a CA contribution of 0.3% of the basic wage. The details are stipulated in Appendix 3 (CA contributions).

3.2.2 Trade unions

The trade unions concluding the contract usually exercise their collaboration rights towards the employer jointly. They are the contact persons of the Executive Board for important matters that relate to the social partnership.

3.2.3 Staff representation

The collaboration rights at the company level will be carried out by a Human Resources Commission. The members of the Human Resources Commission will be elected from the group of employees in general and free elections.

3.3 Wage negotiations

Each party to the company contract can request negotiations on collective wage measures (incl. Allowances) every year and submit their proposals to the other parties to the company contract. Criteria for the wage negotiations are, for instance, the company development, market activities, any wage inequalities between genders and the development of living costs.

If the parties to the company contract do not reach an agreement, any party can call upon the court of arbitration until 31 January.

3.4 Social compensation plan

During the term of this collective agreement, the existing social compensation plan applies in the event of terminations for economic reasons.

3.5 Obligation to observe the industrial peace

The parties to the company contract – Swisscom Directories AG, syndicom and transfair – subject themselves to an absolute obligation to observe the industrial peace. Any labour struggle measures such as strike and lockout are prohibited during the term of this company contract, including in questions that are not regulated by this company contract and the appendices.

3.6 Arbitration and court of arbitration

3.6.1 Arbitration

If a difference between the employer and one or several trade unions cannot be settled in direct negotiations, the parties will involve a neutral person determined by mutual agreement who submits proposals for a solution to them after hearing both sides. The court of arbitration can only be called upon when the arbitration has been carried out.

3.6.2 Court of arbitration

The court of arbitration comprises three people. The employer as a party on the one hand and the trade unions concluding the contract as a party on the other hand each designate an arbitration judge.

If a party to the company contract wishes to call upon the court of arbitration, it will notify this to the respondent by registered letter, at the same time indicating the claim and appointment of an arbitration judge. Within 10 working days since the receipt of this notification, the respondent will also appoint an arbitration judge. Within another 10 working days, the arbitration judges then have to jointly appoint the President of the court of arbitration who has the casting vote in cases of doubt. The constitution will be done as quickly as possible after the appointment of the arbitration judges.

The arbitration court with its registered office in Zurich decides in the case of legal disputes between the parties to the company contract on the interpretation and application of the company contract and the respective appendices, under exclusion of the ordinary courts.

The court of arbitration also decides on the adjustment of the wages and allowances if the parties to the company contract cannot agree in the wage negotiations.

The proceedings are oriented to the Swiss Code of Civil Procedure (ZPO). The proceedings should be as simple and quick as possible. Usually, a simple correspondence (statement of claim and response) with short deadlines (usually one calendar month) is to take place, followed by a verbal hearing for the questioning of any witnesses and experts and for the verbal submission of the parties' standpoints.

In the event of differences regarding the collective wage negotiations, the court of arbitration is to make its decision after verbal hearing of the parties to the company contract without correspondence within 30 days after its constitution.

The court of arbitration can make an attempt at consensus at any time.

The decision by the court of arbitration is final, subject to an appeal to the Swiss Federal Tribunal pursuant to Art. 389 et seq. of the Code of Civil Procedure (ZPO).

The arbitration judges are to be remunerated directly by their party. The other court costs will be determined based on the outcome of the proceedings. The costs of the parties will be borne by each party itself. The maximum rate per hour is CHF 300 for the President and CHF 200 for the secretary.

During the arbitration proceedings, a dispute in public is to be avoided.

3.7 Willingness to negotiate

If, in the opinion of one party, an important question of the contractual relationship requires clarification during the term of the contract or if it requests an amendment to the provisions of the collective agreement (company contract and appendices), the parties to the company contract undertake to discuss such questions and to strive for a solution in good faith. As long as no agreement is reached or no new solution is found and has entered into force, the existing provisions continue to apply.

4 Final provisions

4.1 Duration of validity and termination

This company contract enters into force as per 1 January 2021 and replaces the existing CA that has been valid since 1 January 2013. It is concluded for three years and can be terminated in writing by either party, giving a period of notice of 6 months to the end of the calendar year following the termination, and for the first time as per 31 December 2023. Otherwise, this CA is automatically extended by a year in each case.

The parties declare that they are willing to commence discussions regarding the extension or renewal of the company contract following a termination. Supplements to the company contract and amendments to individual provisions can also be agreed in writing by the contractual parties during the term of validity of the company contract and without its termination.

5 Appendices

The following appendices form an integral part of the company contract:

- Appendix 1: Wage and allowances
- Appendix 2: Collaboration
- Appendix 3: CA contributions

This company contract plus appendices is written in the languages German, French, Italian and English. The basis of the negotiations was the German version.

Appendix 1: Wage and allowances

1 Definitions

1.1 Basic wage

The basic wage is calculated according to the position and experience. Experience is deemed to be the usable experience within and outside of the Employer's company.

Difficult working conditions associated with the function (e.g. constantly changing places of work, regular work with irregular shifts) are to be taken into account in the determination of the individual basic wage.

1.2 Target wage

The target wage comprises the basic wage and half of the maximum individual performance component. It forms the basis for the calculation of the insured wage.

1.3 Performance component

The amount of the variable performance component is based on the attainment of the company goals. The performance component is recorded as a "bonus range" in per cent of the basic wage. Depending on the function, the bonus range is a minimum of 0-5% and a maximum of 0-20%.

If the attainment of the company's goals is 100%, half of the performance component will be paid out (target bonus). Lower or higher target attainments will be calculated accordingly. A maximum of the upper end of the bonus range will be paid out.

In consultation with the employee, it is possible, in addition to the performance component for the attainment of the company goals, to set individual goals and to remunerate the employee via a separate bonus agreement.

A higher bonus range can be set for employees who only work in sales.

2 Entry/Departure/Transfer

On entry or departure or transfer within the company, the individual basic wage and the performance component will be paid out for the corresponding calendar year on a proportionate basis.

3 Takeover of a function with lower remuneration

If another function is taken over or changed for operational or structural reasons which entails a reduction in wage and for which the employee is not himself/herself responsible, the wage insured in accordance with the Swiss Occupational Pensions Act (BVG) will not be reduced if the employee has reached the age of 55 when the change takes place. The employer will take over the difference in the employee's contributions.

5 Payments, wage regulations

The individual basic wage will be transferred in cashless form in 12 monthly instalments.

Employees who currently have their basic wage paid out in 13 instalments can request the payment in 12 instalments on a one-off basis at the start of a calendar year.

The performance component pursuant to the degree of target attainment will usually be paid out in April of the following year after the employer's annual financial statements have been completed.

On request, the employee will receive the wage regulations.

Appendix 2: Collaboration

1 General

The bodies responsible for the collaboration are the trade unions concluding the contract and the staff representation (Human Resources Commission).

The collaboration will be done in the areas, degrees and levels of collaboration conclusively named under Clause 6.

The division of the competences and responsibilities between the trade unions concluding the contract and the Human Resources Commission is as follows:

- The trade unions concluding the contract are the discussion and negotiation partners of the employer for strategic collaboration topics and those that are relevant for the CA.
- The Human Resources Commission is the discussion partner for operational topics with effects on the employees. The statutory provisions (Collaboration Act, Law of Obligations, Labour Act) remain reserved.

The employer will make it possible for the Human Resources Commission and the trade unions to contact the employees in digital form.

2 Degrees of collaboration

2.1 Information (Degree 1)

Information means the right to early and comprehensive orientation in the language (German, French or Italian) of the place of work; written information will be explained in more detail on substantiated application.

2.2 Co-determination (Degree 2)

Co-determination means the right to hearing and submission of proposals before the employer makes a definitive decision. If it deviates from the responses, it will substantiate this in verbal or written form.

2.3 Co-decision (Degree 3)

Co-decision means the decision taken equally between the trade unions concluding the contract and/or the HR Commission.

2.4 Self-administration (Degree 4)

Self-administration means the right of the HR Commission to act and decide under one's own responsibility within the organisational and/or financial competencies.

3 Trade unions concluding the contract

The trade unions concluding the contract meet with the employer at the level of the company management at least twice a year. They submit their agenda items three weeks before the date of the meeting. The employer invites to the meetings, takes over the chair and ensures that minutes are kept.

4 Staff representation (HR Commission)

4.1 General

The collaboration rights on the operational level are exercised by the HR Commission (HRC).

The employer notifies the HRC of the responsible contact persons and supports the HRC in exercising its rights and obligations.

4.2 Number of members

The HRC consists of at least five and a maximum of seven members. The respective election committee stipulates the definitive number of members. All company units, sites and linguistic regions are represented appropriately in the HRC.

4.3 Constitution and quorum

The HRC constitutes itself. In the process, at least the positions of President and Vice-President are to be filled.

The HRC is quorate when more than 50% of the members are present. Circular resolutions require the approval from all members of the HRC.

If votes are tied, the President will have the casting vote.

The HRC can issue guidelines for its organisation and the distribution of tasks among the members of the HRC. The guidelines will be approved by the HR management.

The HRC will meet as required. It can conduct up to six meetings per year during working hours. The President usually invites to a meeting 14 days in advance in writing, attaching a list of agenda items and any documents. Minutes with a record of the decisions will be kept for each meeting.

4.4 Tasks

The HRC carries out its tasks independently.

The HRC maintains contact with the employees represented by it. It receives their concerns, wishes and criticism and represents them to the contact persons of the employer.

The HRC deals with all matters that are submitted to it by the responsible contact persons of the employer. The HRC can exercise its tasks during working hours if the carrying out of its task so requires and professional work so permits.

The HRC and the employer receive information from one another and forward it in an appropriate form unless it has been explicitly denoted as confidential.

4.5 Meetings of the HR Commission with the employer

The President of the HRC or the contact persons of the employer can request meetings if required. Under normal circumstances, six meetings per year are to be planned.

The contact persons of the employer are responsible for convening the meetings. They compile the list of agenda items with the President of the HRC and usually invite the participants 14 days in advance.

The minutes are kept by the employer. The President of the HRC ensures that the minutes are distributed to the members of the HRC.

4.6 Infrastructure, costs and expenses

The member of the HRC can use the infrastructure of his/her workplace to fulfil the tasks.

Costs of the HRC that go beyond this (incl. expenses pursuant to the valid expenses regulation of the employer and further training) are to be budgeted annually by the President and approved by the HR management. The members of the HRC will be reimbursed for the expenses that they incur during the due fulfilment of their tasks.

4.7 Training

The employer will ensure the training of the HRC members. The costs will be financed by the fund CA contribution. The trade unions concluding the contract will participate in the implementation of the training.

4.8 Period of office

The period of office of the members of the HRC is four years. Re-election is possible.

A termination of the employment relationship results in a departure from the HRC.

If a member of the HRC resigns within the period of office or does not take up the office, his/her place will be taken by the next candidate in line pursuant to the regulation in the election regulations of the HRC.

5 Status and protection

5.1 Obligation of non-disclosure

The members of the HRC are obligated to observe non-disclosure towards non-company personnel with regard to company matters that they learn of due to their function unless such non-company personnel are entrusted with upholding the interests of the employees.

The employer and the members of the HRC are obligated to non-disclosure towards all persons

- If this is explicitly requested by the employer or by the HRC due to legitimate interest;
- in personal matters of individual employees.

The obligation to non-disclosure also remains in force after departure from the HRC.

5.2 Protection of the members

The HRC members may not be discriminated against by the employer during the mandate and after it has ended because they have carried out this activity.

This also applies for all who stand for election to the HRC.

The termination of the employment relationship by the employer for reasons that are not found in the person of the employee (e.g. due to restructuring) is not permitted in the time frame between an- nouncement on the Intranet for the candidature for election as a HRC member until the date of the election.

5.3 Release

The HRC members can make use of the following workload for carrying out their work:

- President usually 10% of the contractually agreed degree of employment;
- Vice-President and other members 5% of the contractually agreed degree of employment;

The individual allocation of the release from work at certain times for the individual HRC members will be done by the HRC.

6 Areas, degrees and levels of collaboration

Area of collaboration	Trade unions con- cluding the con- tract	HR Commission
1. General		
Company contract and appendices	3	1
Regulations - wage	1; 3 for minimal basic wages per functional level	1
Wage negotiations	3	1
Working time regulations (working time models)	2	2
Working time regulations	2	1
Fringe benefits / Expenses regulations	1	2
Determination of public holidays	-	1
Data protection regulations	3	1

Employee appraisal systems	2	2
Supervisor assessment systems	-	1
Implementation regarding Pulse results	-	2
2. HR development		
Further training regulations	3	1
3. Ergonomics		
Organisation of workplaces and work environment (collaboration/integration in the respective project), health protection / health provision (company health management), prevention of accidents and occupational illnesses / occupational safety	-	1
Health and accident insurance / Daily allowance insurance (data sheets and general terms and conditions of insurance)	1	1
4. Properties, building regulations		
New builds, extensions and conversions; building regulations	-	2
Staff catering concept	-	1
5. Social matters		
Social facilities (crèches, rooms, etc.)	-	2
Principles/Regulations company social matters	1	-
6. Measures in the event of lack of work, restructuring		
Social compensation plan	according to Art. 3.4 CA	1
Short-time work	2	2
Transfer company / business unit to third parties, mergers, spin-offs, transfer of assets pursuant to Art. 333a Para. 1 of the Swiss Code of Obligations (OR)	1	1
Transfer company / business unit to third parties, mergers, spin-offs, transfer of assets pursuant to Art. 333a Para. 2 of the Swiss Code of Obligations (OR)	1	2
Relocations and closures of sites	1	2
7. Communication		
Course of business, employment development, workforces	1	1
Fundamental changes in the company structure	1	1
HR policy	1	1
Strategic (products; sites, etc.)	1	1
Staff representation		
Requirements profile HRC members	-	3
Election regulations HRC	-	3
Organisation regulations HRC	-	4
Allocation of topics and release for certain periods of time within the HRC incl. formation of ad-hoc working groups	-	4
Management of approved HRC budget	-	4
Communication HRC employees	-	4

Legend:

- Degree 1: Information
- Degree 2: Co-determination
- Degree 3: Co-decision
- Degree 4: Self-management

Appendix 3: CA contributions

1 CA contributions

The CA contributions will be placed in a fund that the parties to the collective agreement manage through a commission comprising an equal number of representatives from both sides. The parties to the CA will ensure that the financed advantages benefit all employees in the scope of this CA. The fund can be used to finance costs that are directly associated with the implementation of this CA and the representation of the collective interests of the employees. In particular, the following can be financed from the fund:

- maintaining the social partnership relationship;
- information material as well as costs of further information measures;
- arbitration costs of the trade unions concluding the contract;
- administration of the fund;
- negotiation costs of the trade unions concluding the contract for the negotiation and further development of the CA;
- costs for trade union further training courses and for the training of the members of the Human Resources Commission;;

For members of an employee organisation that is not a party to the CA and is not subject to the CA or for which the employer does not collect any association contribution, the CA contributions will be reimbursed to the respective organisation from the fund on request.

2 Collection

The CA contribution will not be deducted from the wage if a deduction is made from the employee's wage for the member contribution to a trade union concluding the contract or subject to the CA (association contribution collection by the employer).

If no deduction is made from the wage of a member of a trade union concluding the contract for the association contribution, the association will reimburse the CA contribution to the member.

The employer will provide the trade unions concluding the contract with the information about its members that is necessary for the modification process (name, address, date of joining/leaving the company) if there is a corresponding declaration by the member. Conversely, the trade unions concluding the contract will inform the employer about the membership of the employees and the amount of the respective member contribution if there is a corresponding declaration by the member.

3 Joint committee

The joint committee "CA contribution" comprises four members. It carries out the tasks pursuant to this appendix autonomously. It also decides on the use of any residual assets when the fund is wound up.

4 Control authority

The control authority will be determined by the joint committee.

Protocol agreement to CA Swisscom Directories AG dated 10 December 2020 – Clause 2.11.4

In Art. 2.11.4 CA, the employer and the trade unions concluding the contract have agreed an absolute protection against dismissal for members of the staff representation (HRC), members of the employee representation in the Board of Trustees of the pension fund and employees who are members of a company/industry board of a trade union concluding the contract and have been reported to the employer as such (hereinafter referred to as "members"). The parties are in agreement that a termination pursuant to the process described is possible in the exceptions stated below:

- for reasons of performance and conduct;
- if entire departments are closed (no tasks available any more), after checking for alternative positions;
- with other restructurings if the performance of the member is demonstrably below average over a lengthy period of time.

If the employer intends to terminate the employment contract of a member in the aforementioned exceptions, the employer has to involve the trade unions concluding the contract beforehand and to give them a right of inspection in the relevant documents. A committee comprising two representatives from the trade unions concluding the contract, the responsible Executive Board member and the HR management decides whether the termination can be pronounced or whether it will be waived. The social compensation plan will apply with any termination due to closure of the department or for restructuring reasons.