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# Collective employment contract notime (Schweiz) AG

Valid from  
1st October 2020

**SWISS POST** 

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# Table of contents

|   | Page      |
|---|-----------|
| <b>List of abbreviations</b>  | <b>5</b>  |
| <b>1 Scope</b>  | <b>6</b>  |
| <b>1.1 Operational and personal scope</b>                                   | <b>6</b>  |
| <b>1.2 Exceptions</b>   | <b>6</b>  |
| <b>2 Employment contract (normative) provisions</b>                         | <b>7</b>  |
| <b>2.1 General</b>  | <b>7</b>  |
| <b>2.2 Probation period</b>   | <b>7</b>  |
| <b>2.3 Temporary employment relationships</b>                               | <b>8</b>  |
| <b>2.4 Expense reimbursement</b>  | <b>8</b>  |
| <b>2.5 Working hours</b>  | <b>8</b>  |
| 2.5.1 Weekly working hours  | 8         |
| 2.5.2 Recording working hours   | 9         |
| 2.5.3 Breaks  | 9         |
| 2.5.4 Overtime and extra hours  | 9         |
| <b>2.6 Working time model</b>   | <b>10</b> |
| 2.6.1 Working hours according to the Employer's shift plan                  | 10        |
| 2.6.2 Working hours according to employees' shift plan in the pick system   | 10        |
| 2.6.2.1 Working time model with guaranteed working hours in the pick system | 10        |
| <b>2.7 Sundays, public holidays and night work</b>                          | <b>11</b> |
| 2.7.1 Work on Sundays and public holidays                                   | 11        |
| 2.7.2 Night work  | 12        |
| <b>2.8 Standby service</b>  | <b>12</b> |
| <b>2.9 Annual leave</b>   | <b>12</b> |
| 2.9.1 Duration of annual leave  | 12        |
| 2.9.2 Taking annual leave   | 13        |
| 2.9.3 Compensating and offsetting annual leave                              | 13        |
| <b>2.10 Public holidays</b>   | <b>13</b> |
| <b>2.11 Leave and absences</b>  | <b>14</b> |
| 2.11.1 Maternity leave  | 14        |
| 2.11.2 Paternity leave  | 14        |
| 2.11.3 Paid absences  | 14        |
| 2.11.4 Unpaid leave   | 15        |
| <b>2.12 Advanced training</b>   | <b>15</b> |
| <b>2.13 Employee evaluation</b>   | <b>15</b> |
| <b>2.14 Salary, allowances and deductions</b>                               | <b>16</b> |
| 2.14.1 Salary payment   | 16        |
| 2.14.2 Minimum wage   | 16        |

|             | Page   |           |
|-------------|--|-----------|
| 2.14.3      | Child and childbirth allowances  | 17        |
| 2.14.4      | Enforcement cost contribution  | 17        |
| <b>2.15</b> | <b>Inability to work</b>   | <b>18</b> |
| 2.15.1      | Reporting obligation and medical certificate                                     | 18        |
| 2.15.2      | Continued salary payment in the event of illness                                 | 18        |
| 2.15.3      | Continued salary payment in the event of maternity                               | 18        |
| 2.15.4      | Continued salary payment in the event of an accident                             | 19        |
| 2.15.5      | Continued salary payment for military service, civil protection or civil service | 19        |
| 2.15.6      | Subsequent allowance in the event of death                                       | 19        |
| <b>2.16</b> | <b>Employee benefits</b>   | <b>19</b> |
| <b>2.17</b> | <b>Rights and obligations</b>  | <b>20</b> |
| 2.17.1      | Duty of due diligence, loyalty and confidentiality                               | 20        |
| 2.17.2      | Secondary employment and public offices  | 20        |
| <b>2.18</b> | <b>Health protection</b>   | <b>21</b> |
| <b>2.19</b> | <b>Data protection and electronic monitoring</b>                                 | <b>21</b> |
| <b>2.20</b> | <b>Amendments to and termination of the employment relationship</b>              | <b>22</b> |
| 2.20.1      | Termination without notice   | 22        |
| 2.20.2      | Termination and notice periods   | 22        |
| 2.20.3      | Form of termination  | 22        |
| <b>3</b>    | <b>Provisions relating to the Swiss Code of Obligations</b>                      | <b>23</b> |
| <b>3.1</b>  | <b>Validity of the umbrella CEC</b>  | <b>23</b> |
| <b>3.2</b>  | <b>Rights of participation</b>   | <b>23</b> |
| <b>3.3</b>  | <b>Objects of participation</b>  | <b>23</b> |
| <b>4</b>    | <b>Period of validity</b>  | <b>24</b> |
| <b>4.1</b>  | <b>Effective date and period of validity</b>                                     | <b>24</b> |
| <b>5</b>    | <b>Annex 1: Provisions for employees in the canton of Geneva</b>                 | <b>25</b> |
| <b>5.1</b>  | <b>Scope and applicable provisions</b>   | <b>25</b> |
| <b>5.2</b>  | <b>Overtime</b>  | <b>25</b> |
| <b>5.3</b>  | <b>Amount of annual leave</b>  | <b>25</b> |
| <b>5.4</b>  | <b>Minimum wage in the canton of Geneva</b>                                      | <b>25</b> |

# List of abbreviations

|            |   |
|------------|---|
| Para.      | Paragraph   |
| Art.       | Article   |
| Let.       | Letter  |
| IEC        | Individual employment contract  |
| LEC        | Loss of Earnings Compensation   |
| LECA       | Federal Act of 25 September 1952 on Compensation for Loss of Earnings for Persons on Military Service or Maternity Leave (Loss of Earnings Compensation Act) (SR 834.1) |
| et seq.    |   |
| / et seqq. | and what follows / and those following  |
| CEC        | Collective employment contract  |
| CO         | Federal Act of 30 March 1911 on the Amendment of the Swiss Civil Code (Part Five: Code of Obligations) (SR 220)   |
| PSK        | Joint arbitration commission  |
| SR         | Classified Compilation of Federal Legislation   |
| Sct.       | Section   |

# 1 Scope

## 1.1 Operational and personal scope

<sup>1</sup>This CEC applies to the employees of notime (Schweiz) AG (hereinafter “Employer”) who are in an employment relationship in accordance with Art. 319 et seqq. CO.

<sup>2</sup>The CEC applies directly to employees who are members of a contracting trade union. For the other employees, the normative provisions of this CEC based on the individual employment contract (IEC) shall apply.

<sup>3</sup>The provisions of Annex 1 of this CEC shall remain reserved for employees who work in the canton of Geneva.

## 1.2 Exceptions

The members of the Executive Board entered in the commercial register are excluded from the scope of this CEC.

## 2 Employment contract (normative) provisions

### 2.1 General

<sup>1</sup> Should this CEC not contain any regulations, the provisions of the CO in particular shall apply.

<sup>2</sup> The Employer concludes an individual employment contract (IEC) with the employees within the scope of this CEC. This CEC forms an integral part of the IEC.

The IEC governs at least the following:

- Start of the employment relationship
- In the event of a temporary employment relationship, the duration
- Level of employment if employed on a monthly salary
- Starting salary
- Place of employment
- Position title

<sup>3</sup> This CEC shall be made available to the employees when the IEC is concluded.

They confirm receipt with the conclusion of the IEC. As a rule, any amendment to this CEC shall automatically lead to a change to the employment relationship, provided that it is an improvement. If it worsens the employment relationship, the amendment shall be made with a notice period of three months. The Employer shall inform employees of any amendment to this CEC as early as possible. Employees are entitled to reject an amendment to the CEC in writing within 30 days of receiving notification thereof. If the employees do not make use of this option, this shall be deemed to be approval of the amendment as of the announced date. In the event of a rejection, a termination of the existing contract of employment pending a change of the employment contract shall remain reserved.

### 2.2 Probation period

<sup>1</sup> The probation period lasts three months. A shorter probation period or the waiver thereof can be agreed in the IEC.

## **2.3 Temporary employment relationships**

<sup>1</sup> The employment relationship is considered to be permanent unless the individual employment contract provides for a fixed term.

<sup>2</sup> If a temporary employment relationship implicitly continues after expiry of the agreed duration, it shall be deemed a permanent employment relationship.

<sup>3</sup> Temporary employment relationships last a maximum of 18 months. If they last longer, they shall be deemed to be permanent.

<sup>4</sup> Temporary individual employment contracts may be extended as such a maximum of one time, but the maximum duration of 18 months may not be exceeded.

<sup>5</sup> Provided there is no interruption of more than one year, temporary employment relationships are taken account of when calculating the duration of employment.

## **2.4 Expense reimbursement**

<sup>1</sup> The Employer shall reimburse employees for all expenses necessary for performing their work.

<sup>2</sup> If employees use their own vehicle in agreement with the Employer, the following compensation shall apply:

- Bicycle: CHF 0.80 per working hour
- Car: CHF 0.60 per kilometre
- Other motor vehicles from 50 cubic centimetres: CHF 0.30 per kilometre

<sup>3</sup> CHF 0.20 is reimbursed per working hour for the use of a personal smartphone.

## **2.5 Working hours**

### **2.5.1 Weekly working hours**

<sup>1</sup> The normal average weekly working hours for full-time employees comprises 42 hours. This corresponds to 2,192 annual working hours.

<sup>2</sup> The maximum working hours (50 hours/week) complies with the Employment Act (EmpA).

<sup>3</sup> The standard operating hours are 6 a.m. to 11 p.m. from Monday to Friday and 7 a.m. to 11 p.m. on Saturday.

<sup>4</sup> Articles 2.7.1 and 2.7.2 govern the exceptions and premiums.



### **2.5.2 Recording working hours**

The Employer shall ensure that individual working hours are recorded in a suitable manner by the employees and that time balances are reported appropriately so that compliance with the statutory provisions and the provisions of this CEC can be verified.

### **2.5.3 Breaks**

<sup>1</sup> Work is to be interrupted by breaks of the following minimum duration:

- Quarter of an hour if the daily working hours are more than five and a half hours
- Half an hour if the daily working hours are more than seven hours
- One hour if the daily working hours are more than nine hours

<sup>2</sup> Breaks shall count as working hours if employees are not allowed to leave their place of work.

### **2.5.4 Overtime and extra hours**

<sup>1</sup> Overtime is defined as hours worked in excess of the contractually agreed working hours up to the statutory maximum working hours.

<sup>2</sup> Overtime is to be compensated with leisure time of equal duration. The Employer shall have the final say if no agreement can be reached concerning the timing of the compensation.

<sup>3</sup> If it is not possible for employees with a monthly salary to have their ordered overtime compensated with leisure time, the overtime is paid with a premium of 25 percent. This shall be reviewed at least every six months.

<sup>4</sup> For employees paid by the hour, overtime is compensated without a premium.

<sup>5</sup> Extra hours are defined as hours worked in excess of the maximum statutory working hours (50 hours/week).

<sup>6</sup> In exceptional cases, in particular in the event of work urgency, an extraordinary workload or to avoid or eliminate operational disruptions, the maximum statutory working hours may be exceeded .

<sup>7</sup> Extra hours can by mutual agreement be compensated with leisure time of equal duration. If no compensation is possible within a reasonable period, the extra hours are paid with a premium of 25 percent.

<sup>8</sup> As a rule, employees can only work overtime or extra hours if there is an operational necessity to do so.

## **2.6 Working time model**

The Employer determines the working time model applicable to employees.

### **2.6.1 Working hours according to the Employer's shift plan**

<sup>1</sup> Employees carry out their work in accordance with the Employer's shift plan.

<sup>2</sup> The shift plans are generally known at least 14 days before a scheduled work shift.

<sup>3</sup> Employment with a monthly salary is possible from a level of employment of at least 40 percent at the request of employees. The Employer has the final say, taking account of the operational possibilities.

### **2.6.2 Working hours according to employees' shift plan in the pick system**

<sup>1</sup> Employees carry out their work in accordance with the shift plan, which they put together themselves by "picking" their work shifts. The available work shifts are normally offered to employees in the pick system no later than 14 days before the shift. The employees themselves decide how many work shifts they want to include in their individual shift plan. There is no entitlement to a minimum amount of work.

<sup>2</sup> Employment is paid by the hour.

#### **2.6.2.1 Working time model with guaranteed working hours in the pick system**

<sup>1</sup> At sites with high order volumes, a working time model with guaranteed working hours is operated for employees with a working time model in accordance with section 2.6.2.

The preconditions for inclusion in the working time model with guaranteed working hours are

- an employment relationship of at least six months;
- an average workload of 40 percent in the preceding six months; and
- employee consent to the inclusion.

<sup>2</sup> Employees in the working time model with guaranteed working hours are guaranteed their average workload in the form of work shifts offered in the pick system. To this end, the sum of all guaranteed working hours is offered to the entitled persons exclusively in advance in the pick system. During the lead time, those entitled can pick work shifts up to a maximum of their individually guaranteed working hours. If the employee does not make use of this benefit, the guaranteed working hours for the current planning period shall expire.

<sup>3</sup> After the lead time, the pick system is opened up to all employees in the working time model under sct. 2.6.2 and the same conditions under sct. 2.6.2 apply to all.

<sup>4</sup> The average workload is recalculated once per quarter on the basis of the last six months. Employees whose average workload is less than 40 percent are automatically excluded from the guaranteed working time model. If employees reach the threshold of 40 percent again in the next calculation, they are automatically re-included in the guaranteed working time model.

<sup>5</sup> At his or her request, the employee may withdraw from the guaranteed working hours model at any time. In this case, he or she shall be re-included under the conditions set out in paragraph 1.

## **2.7 Sundays, public holidays and night work**

### **2.7.1 Work on Sundays and public holidays**

<sup>1</sup> Permanent or regularly recurring Sunday work is performed by employees who work on more than six Sundays and/or public holidays considered equivalent to Sunday per calendar year.

<sup>2</sup> For courier services, regular Sunday work is compensated with a 5 percent wage premium.

<sup>3</sup> For irregular Sunday work, employees must be paid the statutory wage premium of 50 percent. The Employer may not involve employees in Sunday work without their consent.

<sup>4</sup> The Swiss National Day is considered equivalent to a Sunday. The cantons can consider a maximum of eight further public holidays equivalent to Sundays each year and can apply them in different ways according to parts of the canton.

## 2.7.2 Night work

<sup>1</sup> The Employer may not involve employees in night work without their consent.

<sup>2</sup> The Employer must pay a wage premium of at least 25 percent to employees who only perform night work on a temporary basis.

<sup>3</sup> Employees who perform night work on a permanent or regular basis are entitled to compensation of 10 percent of the time for which they have performed night work. The compensatory rest must be granted within one year. For employees who regularly perform off-peak night work in the mornings and evenings, the compensation may also be granted in the form of a wage premium. The provisions of Art. 16–17e of the Employment Act (EmpA) remain reserved.

## 2.8 Standby service

In addition to the normal work shifts, standby work shift are also offered. These are clearly identified as such in the pick system and can be freely chosen by employees. However, during the work shift, the employee undertakes to be available to perform his or her duties should he or she be quickly called to do so. The time is compensated as standby time. If the employee is called up to work during a standby time slot, this will be compensated as normal working time.

The standby time is compensated as follows:

- CHF 10.00 per hour gross (incl. annual leave and public holiday compensation).
- At least CHF 30 (incl. annual leave and public holiday compensation) is paid for each work shift, irrespective of the hours worked.

## 2.9 Annual leave

### 2.9.1 Duration of annual leave

<sup>1</sup> Employees are entitled to the following paid annual leave per calendar year:

Drivers, sorters, shuttle drivers, hub managers:

- Until the age of 20: 25 working days
- Above the age of 20: 20 working days

Operations/dispatch managers, team leaders, support staff:

- 25 working days

<sup>2</sup> Public holidays that fall on days taken as annual leave shall not be considered as taken annual leave. If the employee leaves or joins the company during the course of the calendar year, the annual leave is granted pro rata.

<sup>3</sup> Employees paid by the hour are entitled to an annual leave premium. This amounts to 8.33 percent of the gross salary for an annual leave entitlement of 4 weeks and 10.64 percent for an annual leave entitlement of 5 weeks.

### **2.9.2 Taking annual leave**

<sup>1</sup> Annual leave must generally be taken during the calendar year in question. Two consecutive weeks must be taken at least once a year.

<sup>2</sup> The employee must be consulted before the time of the annual leave is determined. The Employer shall comply with the wishes of the employees within the framework of the operational possibilities. If no agreement can be reached, the Employer shall determine the time when the annual leave has to be taken.

<sup>3</sup> Employees with the working time model under sct. 2.6.2 are responsible for ensuring that they take their annual leave and report it to their Employer.

<sup>4</sup> Illnesses and accidents only interrupt annual leave if they are reported to the Employer as quickly as possible, i.e. normally within 24 hours, and if a medical certificate is obtained for them within a reasonable amount of time.

### **2.9.3 Compensating and offsetting annual leave**

If an employment relationship is terminated by the employee or by the Employer through the fault of the employee, excessive annual leave taken can be offset against the salary, unless the Employer ordered that the annual leave be taken.

### **2.10 Public holidays**

<sup>1</sup> Employees are entitled to nine paid public holidays per calendar year (including the Swiss National Holiday) in accordance with the cantonal rules on public holidays.

<sup>2</sup> For employees with a monthly salary, public holidays that fall on a Sunday shall be granted as additional annual leave.

<sup>3</sup> For employees paid by the hour, public holidays are compensated with a public holiday flat rate of 3.57 percent.

## 2.11 Leave and absences

### 2.11.1 Maternity leave

Maternity leave is based on statutory provisions.

### 2.11.2 Paternity leave

<sup>1</sup> Employees are entitled to paid paternity leave of one week. The paternity leave has to be taken within a year of the child being born. The leave can be taken on a daily or weekly basis.

<sup>2</sup> For employees paid by the hour, the entitlement pro rata is calculated on the basis of the average level of employment of the last six months.

### 2.11.3 Paid absences

In the case of certain events, employees with a monthly salary are entitled to paid leisure time in accordance with the following list:

| Event   | Paid absence  |
|---|---|
| a) Own marriage   | 3 days  |
| b) Death of a spouse or life partner, child, parent or other close relative | up to 3 days  |
| c) For adoptive parents after adoption                                      | 10 days   |
| d) Own house move   | 1 day   |
| e) Sudden serious illness of spouse or life partner, parent                 | up to 2 days  |
| f) Illness of own children  | Necessary time up to a maximum of 3 days per event; normally to find an alternative care solution |
| g) For single parents dealing with urgent matters                           | Up to 5 days per calendar year  |

| Event   | Paid absence   |
|---|--|
| h) For members of boards of management of contracting trade unions                    | Up to 4 days per calendar year in addition to the time needed for negotiations with the Employer |
| i) For other trade union members for participating in company or industry conferences | Up to 2* days per calendar year; the operational needs are to be taken into account              |

\* Financed by the joint fund

#### 2.11.4 Unpaid leave

<sup>1</sup> Upon written request, the Employer may grant unpaid leave, provided the operating conditions allow for this.

<sup>2</sup> In the case of unpaid leave, the existence and scope of the insurance coverage are governed by statutory and contractual provisions. Should the insurance coverage expire and should it be possible to take out voluntary insurance, the relevant premiums shall be borne by the employee.

#### 2.12 Advanced training

<sup>1</sup> The Employer shall encourage employees to undertake advanced training in order to maintain professional mobility and employability and support them in this. The advanced training should enhance professional, personal and social skills.

<sup>2</sup> Skills obtained in the company (e.g. because of "on-the-job" training) are confirmed in writing in the (interim) reference. The employee can request an interim reference at any time.

#### 2.13 Employee evaluation

Employees can request a feedback meeting at any time.

## 2.14 Salary, allowances and deductions

### 2.14.1 Salary payment

<sup>1</sup> The salary is normally paid on a monthly basis (no later than on the 5th working day of the following month). Depending on the role, the salary may also be paid on a weekly basis. The right to withhold the salary in accordance with Art. 323a of the Swiss Code of Obligations (CO) shall remain reserved.

<sup>2</sup> For employees with a monthly salary, the annual salary is paid in 13 parts. The 13th monthly salary is paid in equal parts in June and November.

<sup>3</sup> The payslip provides information about allowances and deductions.

<sup>4</sup> The employee shall check whether the salary payment is correct without delay. The employee shall raise objections or other reservations within a reasonable period of time.

### 2.14.2 Minimum wage

<sup>1</sup> Minimum wage (as at 1 October 2020)

| Function group | Basic hourly wage |
|----------------|-------------------|
| E-com driver   | CHF 23.55         |
| Food driver    | CHF 20.55         |

- E-com driver/food driver: including the annual leave premium of 8.33 percent (or 10.64 percent if the employee is entitled to five weeks of annual leave) and public holiday premium of 3.57 percent.
- Food driver: besides their basic hourly wage, the food driver receives a variable gross salary payment of CHF 1.00 per completed assignment.



| Function group  | Minimum wage (gross/year) from 20 years of age | Minimum wage (gross/year) from 18 years of age |
|---|--|--|
| Operations/dispatch manager, support staff, team leader | 54,000   | 50,000   |
| Hub manager   | 52,000   | 50,000   |
| Sorter  | 48,000   | 47,000   |
| Shuttle driver  | 48,000   | 47,000   |

- The divisor for converting an annual salary into an hourly wage is 2192.
- The 13th monthly salary is included in the minimum wage.
- Sample calculation of gross hourly wage: CHF 54,000 / 2192 + annual leave and public holiday premium.

<sup>2</sup> The statutory cantonal minimum wage is to be adhered to in all cases.

### 2.14.3 Child and childbirth allowances

Child and childbirth allowances are paid in accordance with the applicable statutory provisions.

### 2.14.4 Enforcement cost contribution

<sup>1</sup> The Employer shall charge employees covered by this CEC who are not members of a contracting trade union a monthly contribution to enforcement costs of 0.25 percent of their basic or base salary.

<sup>2</sup> By concluding the IEC, employees confirm that they agree to the deduction of the enforcement cost contribution from their salary.

<sup>3</sup> The enforcement cost contribution is not deducted from the salary if the membership fee for a contracting trade union is already being deducted from the employee's salary.

<sup>4</sup> The enforcement cost contributions are paid into a contribution fund. The contribution fund is managed by the "Enforcement Cost Contribution Joint Committee".

## **2.15 Inability to work**

### **2.15.1 Reporting obligation and medical certificate**

Employees shall inform their Employer immediately in the event of an illness or accident. In the event of inability to work of more than two calendar days as a result of an illness or accident, the employee must present a medical certificate on the third day at the latest without being asked to do so. In exceptional cases, the Employer may request a medical certificate from the first day of absence.

Should the illness last longer than indicated in the certificate, a new certificate of incapacity for work must be presented without delay.

### **2.15.2 Continued salary payment in the event of illness**

In the event of illness, instead of the Employer's obligation to continue paying the salary, the employee shall be entitled to insurance benefits amounting to 80 percent of the agreed salary up to the maximum period specified in the Employer's contract with the insurance company (generally 730 days). The contractually agreed insurance conditions are decisive for the insurance company's obligation to pay benefits.

The waiting period before the insurance benefits begin is also compensated by the Employer with 80 percent of the agreed salary, provided that the inability as such would have been covered by the insurance.

The insurance premiums are shared between the employee and the Employer as follows: ½ employee, ½ Employer. If the insurance company refuses to meet its obligation to pay benefits, any obligation to continue to pay the salary shall be based exclusively on the provisions of the Swiss Code of Obligations, in particular Art. 324a, and the so-called "Zurich Scale".

### **2.15.3 Continued salary payment in the event of maternity**

The start and end of the maternity compensation shall be based on the Federal Act on Compensation for Loss of Earnings for Persons on Military Service or Maternity Leave (Loss of Earnings Compensation Act, LECA).

#### **2.15.4 Continued salary payment in the event of an accident**

Employees are insured against the consequences of occupational accidents and diseases in accordance with the provisions of the Accident Insurance Act (UVG). Part-time employees are insured against non-occupational accidents if their weekly working time meets the minimum amount under the UVG.

#### **2.15.5 Continued salary payment for military service, civil protection or civil service**

The continued salary payment is based on statutory provisions.

Civil service and single-term conscription shall in principle be accorded the same status as military service. For continued salary payment, the same entitlements and duration apply as with the recruit school in accordance with the LECA.

For voluntary military services (mountain course, ski course, competitions, etc.), there is a sole entitlement to any benefits under the LECA.

Civil protection and military service and Red Cross service for female members of the armed forces shall be accorded the same status as compulsory military service. The continued salary payment is based on statutory provisions.

The Employer is entitled to LECA benefits amounting to the continued payment of the salary.

#### **2.15.6 Subsequent allowance in the event of death**

In the event of the employee's death, the Employer shall pay the survivors one sixth of the deceased employee's annual salary. The following individuals shall be considered the survivors in the following order:

- Spouses or registered partners
- Minor children or children in education
- Life partners if they have lived in the same household as the deceased employee for at least five years or have concluded a written partnership agreement
- Other people whom the deceased employee had a duty to support

#### **2.16 Employee benefits**

Employees are insured in accordance with the statutory and regulatory provisions of Columna Sammelstiftung Group Invest (with AXA).

## **2.17 Rights and obligations**

### **2.17.1 Duty of due diligence, loyalty and confidentiality**

<sup>1</sup> The employee shall carry out the work assigned with due care and the Employer's legitimate interests shall be safeguarded.

<sup>2</sup> Employees may not use or disclose to others facts that have to be kept secret of which they become aware while working for the Employer. These facts to be kept secret include, in particular, information that is not publicly accessible about company operations, corporate strategies, organization, finance and accounting, employees and the Employer's customer base and its group and affiliates. This obligation shall continue to exist after termination of the employment contract insofar as this is necessary to safeguard the legitimate interests of the Employer.

<sup>3</sup> The statutory provisions apply, in particular those concerning postal and bank client confidentiality. The Employer authorizes employees to testify before courts and authorities.

### **2.17.2 Secondary employment and public offices**

<sup>1</sup> If employees wish to engage in any other employment, whether they are self-employed or an employee, in addition to their employment with the Employer, they are obliged to report this to the Employer.

In justified cases, the Employer may prohibit employees from undertaking secondary employment. In the case of part-time employees, the Employer must give reasons in writing for any refusal.

<sup>2</sup>Secondary employment is not permitted if it breaches the employee's duty of loyalty with the Employer. The statutory maximum working hours may not be exceeded in total.

<sup>3</sup>Public offices and political mandates must be reported to the Employer before acceptance or election.

<sup>4</sup> The Employer and the employee shall make individual arrangements if the work performance, availability at the workplace and/or the agreed working hours are impacted by these activities.

## **2.18 Health protection**

Employers protect the health of employees. To protect health and to prevent occupational accidents and diseases, they shall take all technical and organizational measures that are necessary based on experience, applicable according to the technology used and appropriate to the specific circumstances. They shall observe the special protection requirements of pregnant employees.

## **2.19 Data protection and electronic monitoring**

<sup>1</sup>The employee is obliged to provide the Employer with all the personal data required for the employment relationship and disclose any changes. Personal data is processed electronically.

<sup>2</sup> The Employer guarantees the protection of personal data. It restricts the processing, storage and retention of personal data to what is operationally necessary and legally permissible.

<sup>3</sup> The Employer shall take the necessary steps to protect its employees' personal data against unauthorized access and transmission. It ensures that only persons who need to know or access personal data to perform their duties are granted access to it.

<sup>4</sup> The Employer may call in third parties to process, store and retain personal data, in which case the Employer shall oblige such third parties to comply with all data protection provisions in accordance with this CEC and shall guarantee compliance with such provisions. Third parties may be domiciled abroad. In all other cases, personal data may only be passed on to third parties if there is a legal basis for this or if the data subject has given his or her written consent on receipt of advance information.

<sup>5</sup> The employee or an authorized person has the right of access to his or her personal data and may request the rectification of incorrect data.

<sup>6</sup> In compliance with statutory provisions, the Employer may use electronic aids (e.g. video systems) for safety and security monitoring and for performance and quality control or for training purposes.

## **2.20 Amendments to and termination of the employment relationship**

### **2.20.1 Termination without notice**

The employment relationship shall end without notice:

- a. When the employee reaches the ordinary OASI retirement age
- b. If the employee dies
- c. Upon expiry of the term of the contract
- d. In the event of an entitlement to a full IV pension

### **2.20.2 Termination and notice periods**

<sup>1</sup>The employment relationship can be terminated by the Employer and the employee. The following notice periods shall apply:

For employees with a monthly salary:

- a. During the probation period: seven days
- b. In the first year of employment: one month effective at the end of a month each time
- c. In the second year of employment: two months effective at the end of a month each time
- d. From the third year of employment onwards: three months effective at the end of a month each time

For employees paid by the hour:

- a. During the probation period: seven days
- b. After the probation period: one month

<sup>2</sup> The Employer and the employee may terminate the employment relationship at any time by mutual agreement. The termination agreement requires the written form.

<sup>3</sup> For employees in the working time model according to the pick system under section 2.6.2, the Employer may terminate the employment relationship by notification after two months of no work.

### **2.20.3 Form of termination**

Notice of termination must be in writing. Upon request, the party giving notice of termination must explain their reasons in writing.

# 3 Provisions relating to the Swiss Code of Obligations

## 3.1 Validity of the umbrella CEC

With regard to the provisions relating to the Swiss Code of Obligations, the rules of the “Umbrella CEC” agreement between Swiss Post Ltd and the syndicom and transfair trade unions shall apply.

## 3.2 Rights of participation

The contracting trade unions have varying degrees of participation rights:

– Co-determination (level 3)

The CEC parties come to an amicable agreement.

– Hearing (level 2)

The contracting trade unions are heard before a definitive decision is made. If proposals of the contracting trade unions are not taken into account, the reasons for the rejection are given.

– Information (level 1)

The contracting trade unions are entitled to timely and extensive information. The type of participation right depends on the respective object of participation under sct. 3.3.

## 3.3 Objects of participation

The contracting trade unions have rights of participation in the following matters:

| Object of participation  | Participation level |
|--|---------------------|
| “Enforcement cost contributions” regulations   | 3                   |
| Restructuring/reorganization, including changes of location, affecting at least 31 employees   | 2                   |
| Transferring a company or sections of a company to third parties, mergers and acquisitions, outsourcing  | 2                   |
| Agreement on sector-specific working time regulations, if these are the responsibility of the staff committees according to statutory provisions | 1                   |
| Use of expenses governed in the CEC  | 2                   |
| Provisions for use (provisions for HR staff)   | 1                   |
| Waiver of working time recording for CEC staff   | 3                   |

# 4 Period of validity

## 4.1 Effective date and period of validity

<sup>1</sup> This CEC enters into force on 1st October 2020 and is valid until 31st December 2023.

<sup>2</sup> The contracting parties undertake to enter into negotiations concerning a new CEC no later than six months before its expiry.

**This CEC is available in German, French and English. Since the negotiations were held in German, the German version shall take precedence over the translations.**



# 5 Annex 1: Provisions for employees in the canton of Geneva

## 5.1 Scope and applicable provisions

<sup>1</sup> This Annex applies to employees of notime (Schweiz) AG who work in the canton of Geneva.

<sup>2</sup> The provisions of the notime (Schweiz) AG CEC apply to employees under para. 1, provided no deviating or additional provisions are set out in this Annex.

<sup>3</sup> In the event of inconsistencies or contradictions between the provisions of the notime (Schweiz) AG CEC and this Annex, the latter shall take precedence for employees under para. 1.

## 5.2 Overtime

<sup>1</sup> If it is not possible for employees paid by the hour to have their ordered overtime compensated with leisure time, the overtime is paid with a premium of 25 percent.

<sup>2</sup> For all employees, including part-time employees, the premium of 25 percent will only be paid for overtime that exceeds the normal weekly working time of 42 hours.

## 5.3 Amount of annual leave

<sup>1</sup> Employees are entitled to the following paid annual leave per calendar year:

- Up to the age of 20 5 weeks
- From the age of 20 4 weeks
- From the age of 50 5 weeks
- and after five years of employment
- From 20 years of employment 5 weeks

## 5.4 Minimum wage in the canton of Geneva

| Function group | Basic hourly wage in the canton of Geneva |
|----------------|---|
| E-com driver   | CHF 22.25                                 |

- Including 8.33 percent annual leave premium for four weeks of annual leave or 10.64 percent for five weeks of annual leave, 3.57 percent public holiday premium (nine public holidays) and 5.55 percent 13th monthly salary (2/3 proportion).

