

**STADLER**



**CLA**

**Stadler Rail Group,  
for the Swiss locations**

**From 1 January 2023**

Stadler Rail Group, Ernst-Stadler-Strasse 1, CH-9565 Bussnang

Unia trade union, Central Secretariat, Industry sector, Weltpoststrasse 20, 3000 Bern 15

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## **Art. 1 Objective and purpose**

- 1 The goal of this CLA is to promote the common well-being of the employees and the company by means of progressive working conditions.  
The basic principle of good faith is applied in this CLA: the contracting parties are committed to strictly honouring the mutual interests and to consistently implement the provisions of this contract.

In this sense, the purpose of the CLA is:

- To define modern rights and duties in the mutual interest of the parties involved;
  - To promote the cooperation of the contracting parties;
  - To obtain a fair balance between the interests of the employer and the interests of the employee;
  - To protect the industrial peace.
- 2 The parties make their best effort to procure orders with a high and sustainable value share in Switzerland.

## **General provisions**

### **Art. 2 Scope of application**

- 1 The CLA is valid for all employees and trainees of the following companies:

- Stadler Altenrhein AG
- STADLER Bussnang AG
- Stadler Rail Management AG
- Stadler Service AG
- Stadler Signalling AG
- Stadler Winterthur AG

Called STADLER in the following. Exempt are employees of management level I and II.

- 2 The provisions of the CLA are correspondingly applied to temporary workers of up to 3 months as well as interns.
- 3 It is STADLER's goal that the number of temporary workers on yearly average does not exceed 15 % of the employees (per site) and is committed to prevent undermining the common employment conditions according to Art. 2, paragraph 3 and thus to prevent competition for the permanent staff.
- 4 When the company permanently hires new personnel, the temporary workers are to be offered a suitable preferred position if requested and possible at equal qualification compared to third parties.

### **Art. 3 Peace obligation and conflict resolution**

- 1 The contracting parties are committed to keeping absolute industrial peace for the complete duration of the CLA and to influence their employees or members to comply.
- 2 As a consequence, any industrial action such as block, strike or lock-out are excluded, also in case of possible arguments over questions which are not affected by the CLA. This absolute peace obligation is valid for both contracting parties as well as for the individual employees.

Differences in opinions and conflicts are to be treated according to the procedure defined in art. 10.

## **Art. 4 Freedom of association**

The contracting parties respect the statutory freedom of association. STADLER recognizes the Unia trade union and welcomes a membership of its employees with Unia.

## **Art. 5 Solidarity contribution**

- 1 Independent of a membership with the Unia trade union, all employees under the CLA shall pay a solidarity contribution.
- 2 The solidarity contribution is CHF 5.- per month, or CHF 60.- per year, and is deducted from the wages every month. Employees with part-time employment pay the solidarity contribution according to their workload.  
The solidarity contributions to the Unia trade union, Central Secretariat, Weltpoststrasse 20, 3000 Bern 15 shall be transferred by march 31 of the following year.
- 3 Every year, by the end of February at the latest, STADLER creates a name list of the employees with the solidarity contributions paid for the attention of Unia in the previous year according to sites. Unia organizes the refund of the solidarity contributions to its members in in agreement with the Site Managers within the company.
- 4 The administrative implementation is regulated by a special agreement between the contracting parties.

## **Art. 6 Personnel commission**

- 1 To promote a favourable and trusting work environment in the company as well as to strengthen and enforce the CLA, a personnel commission is established for each of the sites in Bussnang (incl. Erlen), Altenrhein and Winterthur. The personnel commission consists of at least 3 members per site.
- 2 The personnel commission is the legitimate representative for the protection of the interests of all employees under the CLA against STADLER. It is also assigned with the internal representation of the employees in regards to questions resulting from the application of this CLA, in close cooperation with the Unia trade union. A broad number of areas shall be represented. All employees who fall under the CLA according to art. 2 are entitled to vote and eligible for election.
- 3 The Executive Board supports the personnel commission in executing their rights and duties. The member of the personnel commission enjoy a position of trust, which obligates them to act in good faith. On the other hand, they shall not be put at a disadvantage by the company for properly performing their job. The modalities regarding the appointment, rights, job and position of the personnel commission are regulated in art. 37 et seq. in this CLA.

## **Art. 7 Site group**

The Site Managers recognize the Unia site groups.

## **Art. 8 Cooperation between Executive Board and personnel commission**

- 1 The cooperation in the company requires an open and early information flow between Executive Board, superiors and employees. Executive Board and employees shall inform each other about all important questions regarding work, workplace, work organization and work relationship.
- 2 Matters of general importance, which concern the employees under the CLA or part thereof, and which are related to the work relationship, shall first be handled and settled between the

personnel commission and the company. The personnel commission can call in the Unia trade union and let it represent them in case of a reorganization or mass dismissals. The negotiations shall always be done in the presence of the responsible personnel commission.

- 3 Personal matters of the individual employees shall be handled through official channels. However, the employees can request the support of the personnel commission. In case of a dispute, entitlements of the individual employee from the work relationship shall be decided on by the lawful arbitrator. The employees can ask for representation by the Unia trade union or another legal representative.
- 4 The agreement made between the contracting parties on the participation in the company shall be complied with.

## **Art. 9 Cooperation of contracting parties**

### 9.1 General obligations

- 1 The contracting parties shall be obligated to a cooperation based on good faith in accordance with the objective of the CLA. In particular, they are obligated to influence employees and members to comply with this CLA. If necessary, the parties shall apply their statutory and legal means.

### 9.2 Cooperation in social and economic matters

- 1 Upon the request of a contracting party, matters of social market economy which are of common interest shall be discussed. Matters and models of employment and measure of preventive character shall be discussed as well.
- 2 The contracting parties can consider a common approach towards authorities and the public. The contracting parties shall be obligated to issue their own statements after the conclusion of the talks; if this is not possible for time reasons, they shall immediately provide a short explanation of their stance to the other contracting party.

### 9.3 Cooperation in environmental matters

- 1 The contracting parties shall jointly promote an environmental policy in which ecology and economics reasonably complement each other.
- 2 The contracting parties shall get involved in ecological improvements in the company, which promote the efficient handling of natural resources as well as the limitation of emissions and risks.
- 3 The contracting parties actively support market-oriented, socially acceptable and environmentally friendly research, production, distribution, recycling and disposal of their products.

### 9.4 Equal opportunity and equal pay woman/man

- 1 The contracting parties support the realization of equal opportunity for women and men in the company and promote the occupational development of women according to art. 32.
- 2 The principle of equal pay for women and men for equal work shall be realized in the company by means of a gender-neutral wage policy.

### 9.5 Alterations during the duration of the contract

- 1 If a matter regarding this CLA needs to be clarified during the duration of the contract according to the opinion of one of the contracting parties, or if, according to the opinion of a contracting party, a change or amendment of this CLA is necessary, both parties shall be obligated to talk about these matters and to attempt and find a solution in good faith.

- 2 Until an agreement or a new solution are found, the existing conditions shall apply.

## 9.6 Joint Executive Committee

The contracting parties shall form a joint committee of six members (3 representatives of Stadler Rail and 3 representatives of Unia) to implement the CLA. The regulations of the Joint Executive Committee shall form an integral component of the CLA. If differences of opinion arise within the Joint Executive Committee regarding the interpretation or infringement of the CLA and if the Committee is unable to reach agreement, either party may refer the matter to the court of arbitration. In the event of a breach of contract, the court of arbitration may impose a contractual penalty on the offending party.

## **Art. 10 Arbitration**

- 1 If the contracting parties cannot come to an agreement according to art. 9.6, the dispute is presented to a court of arbitration. The court of arbitration can propose a settlement to the contracting parties before a decision.
- 2 The court of arbitration consists of a president and two members. The president is appointed by both contracting parties. STADLER and the Unia trade union appoint one member each of the court of arbitration. If the contracting parties cannot come to an agreement regarding the appointment of the president, the appointment falls to the court of arbitration of the canton of Thurgau, which may consider the possible suggestions of the parties in its decision.
- 3 For the procedure, the relevant provisions of the Swiss Code of Civil Procedure shall be applied, unless the parties agree otherwise on a case-by-case basis.
- 4 The procedural costs billed by the court of arbitration have to be paid by both parties in equal parts without consideration of the outcome of the procedure. Otherwise, each party is responsible for its own costs.
- 5 As a rule, the arbitration procedure shall be performed and completed within six weeks.
- 6 The decision of the court of arbitration is final, subject to a nullity appeal. The court of arbitration is based in the canton of Thurgau.

## **Art. 11 Agreements and enforcement provisions**

To execute the CLA, the contracting partners conclude necessary additional agreements and issue enforcement provisions.

## **EMPLOYMENT CONTRACT PROVISIONS**

### **Art. 12 General**

For the individual employment relationship, the provisions of these CLA are valid according to art. 357 OR. If the CLA does not include regulations, the statutory and employment contract provisions are valid.

In case of possible individual agreements for provisions between STADLER and the employee, which are not regulated in the CLA, the CLA always comes first.

### **Art. 13 Business secrets**

During the duration of the employment relationship, the employees shall not perform regular work against payment for third parties, if they violate their employees' duty of good faith and compete against the employer. The employees shall not exploit or communicate facts that are to be kept secret, such as production and business secrets of which they gain knowledge while employed by STADLER; they shall remain sworn to secrecy even after the employment ends. On termination of the employment with STADLER, the employees are obligated to immediately return all documents and possible copies thereof.

### **Art. 14 Working time**

#### **14.1 Normal working time**

- 1 The annual normal working time for full-time employees is a maximum of 2 080 hours (52 x 40 hours). The employees are encouraged to interrupt their working time for a minimum of 2 x 15 minutes per day. These breaks are not included in the net working time of 40 hours. For vacation, holidays which fall on a working day as well as paid absences are credited with 8.0 hours per working day.
- 2 If necessary, the Site Manager shall agree on a annual working time model by means of a separate agreement with the Unia trade union.
- 3 The CLA contracting parties agree on regulations which definitively govern shift work including shift allowances and time credits for all sites.
- 4 The compensation time is 1 hour per week and is declared separately for each employee. The compensation time is remunerated in consultation with the personnel commission according to working time regulations.

#### **14.2 Overtime**

- 1 The employees shall be obligated to perform overtime if it is necessary and can be expected in good faith. The interests of the employees, especially family duties, have to be considered in particular. Overtime can only be ordered with the consent of the employee concerned. Overtime can also be compensated for by taking time off for the same duration by mutual consent.
- 2 If the weekly working time exceeds 40 hours, it is considered overtime. Overtime is compensated with an additional 25 % of extra pay starting at the 41st weekly hour. Time in advance is exempt.
- 3 Each work performance ordered by the company outside of daily normal working time starting with the 41st working hour is considered overtime. Time in advance is exempt.

#### **14.3 Night, Sunday and holiday work**

- 1 Temporary night work is compensated for with an additional 30 % in wages. Work performance between the hours of 23:00 and 05:00 is considered night work.

Permanent night work is compensated for with an additional 10 % in time and 15 % in wages. The additional time can be accumulated and can be taken within one calendar year. The respective compensation is chosen after consultation between the employees concerned and the direct superior. If the midnight hour is exceeded, a 30 minute break paid for by the company is granted.

- 2 Work which is to be performed on Sundays and public holidays between 23:00 o'clock on the day prior and 23:00 o'clock on the Sunday or public holiday is considered Sunday work, which is compensated for with an extra 50 % in wages. An additional 10 % in time is also granted. Furthermore, the employee is entitled to a compensation rest day of 24 hours, whereas the rest time provisions according to work law have to be complied with.

#### 14.4 Calculation of the hourly rate

To calculate the hourly rate, the monthly wages without additional pay are divided by 173 (planned working time of 40 hours/week).

### **Art. 15 Salary**

#### 15.1 Wage negotiations

The actual monthly wages are annually adjusted to inflation (inflation rate in October), if STADLER's economic possibilities permit. Individual exceptions must be justified.

#### 15.2 Minimum wages

The contracting parties negotiate the minimum wages if inflation exceeds 2 % (inflation rate October 2015).

#### 15.3 Wage period and minimum wage

- 1 STADLER's employees are generally hired on a monthly wage. The minimum wage (x 13) with a 100 % workload per January 1, 2016 is:

- Technicians, University of Applied Sciences	6 200.- CHF
- Skilled workers EFZ of 25 years of age	4 700.- CHF
- Skilled workers EFZ under 25 years of age	4 400.- CHF
- Skilled workers with 2 years of vocational training	4 200.- CHF
- Unskilled workers of 20 years of age	4 200.- CHF

For persons in training, the following minimum wages are applied (x 13):

- 1st year of training:	650.- CHF
- 2nd year of training:	900.- CHF
- 3rd year of training:	1 200.- CHF
- 4th year of training:	1 400.- CHF

- 2 For employees with a different professional degree, for employees with reduced performance abilities as well as for young employees under 20 years of age without qualifications, the minimum wages may differ in order to promote operational integration of those people, if possible.

#### 15.4 Wage for absence from work

- 1 In case the employee is prevented from work attendance, wages correspond with:

- For employees with monthly wages, the wages which they would have received without possible compensation for expenses, if they are not a fixed part of their wages.
  - For employees with incentive wages, the average wage during a period of 12 months prior to absence from work, without possible compensation for expenses.
- 2 Shift allowances that are part of the wages for permanent shift work, but without hardship allowances such as heat, noise exposure, etc.
  - 3 If earnings replacements are paid instead of wages, the payment for absence from work may not be larger than the pay for work performance. For work performance and absence from work, different deductions are considered, especially the social contributions which don't apply in case of an absence from work.

## Art. 16 13. Monthly wage

- 1 Generally, employees receive the 13th monthly wage in equal shares on June 30 and November 30. If the employment relationship did not last the whole year, the 13th monthly wage is prorated.
- 2 For the calculation of the 13th monthly wage, the normal monthly wage is used as basis including shift allowances for permanent shift work, without allowances such a family allowances, overtime compensation, etc. The average of the 12 previous months is used as monthly wage. For less than 12 months, the average of the full months in the employment relationship is used.

## Art. 17 Christmas bonus/bonus

- 1 Employees who have an employment contract with STADLER per December 31, shall receive a Christmas bonus of CHF 1 000.- each year in December as gratification, if the course of business permits. If an employment contract was entered during the year, the payout is prorated.
- 2 Employees receive an additional bonus of an average of CHF 1 500.- to CHF 3 000.- gross depending on the course of business and their personal performance. The bonus is paid in March of the following year to all employees who had an employment contract with STADLER as of March 31.
- 3 Employees with part-time workloads receive a possible Christmas bonus and other bonus according to their workload.
- 4 If the Christmas bonus and/or the bonus were not paid, the personnel commission can request a justification from the Executive Board.

## Art. 18 Family allowances

STADLER pays family allowances according to the respective provisions of the family allowance law as well as relevant provisions of the statutory cantonal laws.

## Art. 19 Holidays

### 19.1 Duration

- 1 Starting on January 1, 2016, the duration of the holidays per calendar year are:

Age group	Working days
After completing the 20th year of age	23
After completing the 30th year of age	25
After completing the 40th year of age	26
After completing the 50th year of age	28
After completing the 60th year of age	31

2 The duration of holidays for trainees and youth is:

Trainee	Youths	Working days
1st year of training	Until completing the 17th year of age	35
2nd year of training	After completing the 17th year of age	30
3rd + 4th year of training	After completing the 18th year of age and With the calendar year, in which they complete the 20th year of age	30

3 STADLER can credit holiday-like events such as trainee camp, youth vacation, etc. to the 6th vacation week for trainees and youths.

## 19.2 Calculation of the vacation entitlement

- 1 The age of the employee on January 1st of the calendar year for which the vacation is granted is decisive for the calculation of the vacation duration.
- 2 Holidays, which are paid according to article 21 which fall into a vacation period are not considered holidays.
- 3 New hires and exiting employees receive vacation according to the time during which their employment relationship will last or has lasted in the calendar year.
- 4 If an employee terminates the employment contract after receiving the vacation days unless they were ordered, such as company holidays, STADLER can request back the wage for the vacations days taken in excess.

## 19.3 Reducing the vacation entitlement

- 1 Absences due to military service, accident or illness are offset against the vacation if the complete duration lasted longer than three months, by shortening the vacation by a twelfth of the annual vacation entitlement for the full fourth and every further month.  
The vacation deduction is done immediately for unpaid vacation.
- 2 The credit of other absences with vacation days is at STADLER's discretion. Unpaid vacation to take care of ill family members and maternity and paternity leave are not credited.

## 19.4 Take vacation

- 1 Determining the time of vacation is up to STADLER; the company has to consider the employees' wishes if they are compatible with the company's interests. Vacation days shall be taken in the calendar year for which they are awarded. It is only permitted to combine the vacation of two consecutive years if STADLER approves.
- 2 The vacation days are not permitted to be compensated for with money or other benefits during the duration of the work relationship. The following art. 19.4 paragraph 3 remains reserved.
- 3 If, in case of a termination of the work relationship the vacation days to which the employee is entitled at this time, can not be taken or only partially taken, the employee is compensated for by means of according wages.

## **Art. 20 Public holidays and work-free days**

- 1 STADLER defines at least 10 paid public holidays (incl. August 1) per year after hearing the personnel commission in the sense of a permanent regulation.
- 2 Public holidays and work-free days, which fall on a work-free Saturday or Sunday, can not be replaced with other free days.

- 3 Possible other public holidays and work-free days have to be made up before or after, or unpaid vacation can be granted.

## **Art. 21 Wage continuation in case of illness and accident**

- 1 In case of an inability to work due to illness or accident, employees shall receive 100% of their wages for 4 weeks in the 1<sup>st</sup> and 2<sup>nd</sup> year of service, 90 days in the 3<sup>rd</sup> year of service until completion of the 5<sup>th</sup> year of service, and 120 days from the 6<sup>th</sup> year of service, in accordance with Art. 15.4. Otherwise, the employer's obligation to continue to pay wages shall be governed by Art. 324a and 324b OR.
- 2 STADLER takes out a collective short-term disability insurance for all employees. The individual employees have to be insured for short-term disability benefits of at least 80 % of the wages. The insurance benefits have to be paid during at least 720 days within 900 consecutive calendar days.  
For partial inability to work, the short-term disability benefits are to be paid in proportion. The premium for the short-term disability insurance are paid in equal parts by the employer and the employee.  
When employees leave the company, the transfer to the individual short-term disability insurance has to be ensured by the collective contract.
- 3 For work-related and non-work-related accidents, the employees are insured with SUVA according to their provisions. Reductions in insurance benefits shall be reserved according to art. 37 and 39 of the UVG. The premiums for work-related accident insurance are paid for by the employer, the premiums for non-work-related accident insurance are paid for by the employee.
- 4 For the loss of earnings not covered by SUVA, employees are insured by STADLER. The premiums for this supplementary accident insurance are paid for by STADLER, the supplementary insurance for non-work-related accidents are paid for by the insured.

## **Art. 22 Wage continuation for maternity leave**

- 1 Maternity leave is 18 weeks and can be taken - upon mutual agreement between STADLER and the employee - 2 weeks before birth at the earliest.
- 2 The wage payment for those 18 weeks is 100 %. The compensation of the income compensation is to the benefit of STADLER.
- 3 Paternity leave amounts to 10 working days and must be taken within the first 6 months after the birth of the child. The wage payment for the 10 working days is 80% of the gross wage, up to the maximum amount of the Income Compensation Regulations (EO)

## **Art. 23 Military service and civil service compensation**

- 1 During cadet school, non-commissioned officer and officer school as well as during civil service, the compensation is
  - 80 % of the wages for persons without support obligations
  - 90 % of the wages for persons with support obligations
- 2 During the other services, such as repetition and civil defence, the compensation is 100 % of the wages.
- 3 Statutory compensation for loss of earnings are included in these rates. If the compensation for loss of earnings is higher than the rates defined in art. 23, paragraph 1 and 2, it is adjusted.
- 4 STADLER can request the employee to continue his work relationship for at least 12 months after military service in return for paying the military service compensation for military service that lasts more than two months a year.

- 5 This provision governs each service in the military, civil defence and civil service, for which a loss of earnings compensation (EO) is paid and which is not explicitly defined as voluntary. The provision governs peace service. For possible active service, deviating agreements are reserved.

## Art. 24 Payment for absences

### 24.1 Paid absences

Employees under the CLA are compensated for the following absences:

1	For getting married or registering a partnership	2 days
2	For getting married or registering a partnership of a child	1 day
3	For the birth of a child	1 day
4	For the death of a spouse or partner, a child, the parents or parents-in-law	3 days
5	For the death of grand-parents, son-in-law, daughter-in-law or siblings	1 day
6	For recruitment	Up to 3 days
7	For change of residence, as long as there is no connected change of employer	1 day
8	For the necessary care of a family member or partner with a health impairment..	Up to 3 days per incident – except for children – to a maximum of 10 days per year

### 24.2 Short-term absences

Short-term absences to take care of pressing, personal matters shall be worked for in advance or later, unless the superior approved them to be credited towards the working time.

## Art. 25 Exercising public offices

- 1 It is recommended that STADLER facilitate its employees to exercise public offices, if permitted by the operation of the company.
- 2 When exercising a public office, STADLER and the employees should individually communicate about the wage payment by STADLER.
- 3 Experts who participate in final apprenticeship examinations of professions in the machinery industry or examinations of equal examination organizations on behalf of a canton, are granted paid leave for this task in agreement with STADLER.  
They furthermore have the right to paid leave of up to 3 days per year, if they attend expert training held by the cantons or a an equal examination organization.  
Wages are not paid if the organizations pay for the loss of earnings of the experts or a comparable daily allowance.

## Art. 26 Leave for occupational training

- 1 STADLER promotes occupational training which is in connection with the job performed, by means of the following measures:
  - Career guidance
  - Training programmes and own course offers
  - Participation in external training institutions
  - Time off work for employees interested in training

- Partial or full coverage of course costs
- 2 STADLER promotes training which supports the improvement of the qualification of the employees.
- 3 STADLER grants paid time off work for occupational training within or outside of the company, if the employees are willing to contribute with money, free time, vacation or other services as well. The operation of STADLER has to be taken into consideration.

## **Art. 27 Time off for trade union-related jobs**

- 1 The employees are entitled to paid leave for trade union-related jobs in committees or site groups of the Unia trade union, if:
  - a) A statutory trade union event is held for the industry, such as industry commission, industry conference, etc.
  - b) The employee is an elected member of the respective committee of Unia, or it his presence is warranted.
  - c) STADLER is notified on time;
  - d) The Unia trade union does not compensate for loss of earnings or does not pay a comparable daily allowance.
- 2 Furthermore, the Unia site group has the right:
  - a) To hold a workforce meeting once per year and site outside of the working time in the company.
  - b) To inform employees at their place of work about the Unia membership after previous consultation with the Site Managers. They can be supported by trade union delegates, members of the personnel commission or Unia secretaries.

## **Art. 28 Termination of the employment relationship**

### **28.1 Probation period and termination of contract**

- 1 The probation period is three months. During this period, the employment relationship may be terminated by both parties with 5 days' notice.
- 2 A written reprimand/announcement with a notice of 1 month has to precede a termination of contract after the probation period due to performance or behaviour. During this time, the employee facing termination of contract has to be granted the opportunity to change his behaviour. Exempt from this provision are terminations of contract according to art. 337 et seq. OR. In any case, the personnel commission is to be informed on the intended terminations and their reasons under confidentiality obligations. The termination of contract has to be submitted in writing and with reasons at the end of a month; it has to arrive with the party concerned on the last day of the month at the latest.
- 3 In individual employment contracts, longer mutual termination periods than defined in art. 28.1 can be agreed upon in writing.
- 4 From the age of 55 and at least 15 years of service, the notice period is six months.

### **28.2 Termination of contract at an improper time**

- 1 After the probation period, STADLER shall not terminate the employment relationship:
  - a) During the obligatory Swiss military service, civil defence or civil service of the employee and, if the service lasts longer than twelve days, four weeks before and after;
  - b) While the employees are unable to work, partially or completely, due to illness or accident without their fault, and

- In the event of a non-occupational accident and illness during the first year of service for 30 days, from the second up to and including the fifth year of service for 90 days, and from the sixth year of service up to and including the ninth year of service for 180 days, and from the completed tenth year of service until the entitlement to benefits under the daily sickness benefits insurance or UVGT/SUVA (or also through the responsible benefit provider) has been exhausted.
  - In the event of an occupational accident, until the entitlement to benefits under UVG/SUVA has been exhausted
- c) During pregnancy of an employee and during the 18 weeks after birth;
- d) In the first four weeks of a service of the employee for a relief action abroad ordered by the responsible federal agency.
- 2 The termination of contract which was declared during the blocked periods defined in the previous paragraph is null and void; but if the termination was declared before the beginning of such a period but the termination period has not lapsed by then, it is interrupted and only continued after the blocked period is over. In the case of paternity leave, the extension shall correspond to the number of days of leave remaining and the end of the employment relationship need not be at the end of a month.
- 3 A medical exam can be ordered if there is any suspicion of misuse. If the suspicion of misuse is confirmed, the employee concerned can be terminated in compliance with the proper termination period.
- 4 If there is an end date for the termination of the employment relationship, such as the end of a month or a work week, and if this does not coincide with the end of the continued termination period, it is extended until the following end date.

### 28.3 Whistleblowing

Persons who observe grievances at their place of work and report them internally to their respective superior are protected by the corporate management after exhausting all official channels.

### 28.4 Termination protection for older employees

During reorganization, employees who are over 58 years old enjoy special protection. It shall be avoided that these employees face unemployment. In these cases, it shall be attempted to find a solution through early retirement or reallocation.

In other cases of intended termination of contract for employees who are over 58 years old, the personnel commission is informed early on.

## **Art. 29 Employee pension**

For STADLER employees, there is an insurance for old age, death and invalidity according to the regulations of the pension foundation, which is handed out in addition to this CLA.

## **Art. 30 Education of the students**

- 1 The contracting parties profess to the Swiss vocational training system and support its promotion and further development. A special interest is the preservation and appreciation of apprenticeships. Suitable students shall be offered the opportunity to attend a vocational school in order to be able to complete a vocational school certificate. Students who have an according need shall be supported in attending remedial courses and other support measures.
- 2 The contracting parties ensure that the students receive equal information on the current CLA during their training.
- 3 It is STADLER's goal to employ students after successfully completing their training. Appropriate behaviour and great performance during the training period are a precondition.

## **Art. 31 Promotion of women**

- 1 The occupational development of women is to be promoted in the company.
- 2 The following is recommended to STADLER to promote equal opportunity:
  - To facilitate access to apprenticeships of machinery industry for women,
  - To promote professional development of women,
  - To facilitate promotion opportunities for women and
  - To facilitate and promote re-entry of women into their old or new profession.
- 3 For this purpose, especially career counselling and further training shall be promoted individually.
- 4 For employees with family duties, new work and working time models shall be offered if operations permit.

## **Art. 32 Equal treatment and integration of foreign employees**

- 1 The integration of foreign employees shall be promoted and a xenophobic atmosphere shall be prevented.
- 2 The contracting parties support the equal treatment and integration of foreign employees in the company and on all levels, especially by promoting language competence and in particular regarding compensation, training and further training as well as promotion.
- 3 Under no circumstances do they tolerate a xenophobic atmosphere in the company.

## **Art. 33 Promoting employees with a handicap**

The company advocates for the support of persons with handicaps, in order to ensure their integration and training and to create and maintain suitable workplaces.

## **Art. 34 Health protection and occupational safety**

- 1 STADLER and employees work together to enforce all necessary measures to protect health and prevent accidents and occupational illnesses in the company.
- 2 Employees or their personnel commission shall be informed and listened to regarding questions of preventive health care and problems and risks of new products and procedures.
- 3 When designing the work environment, the requirement of health protection and occupational safety are to be specifically complied with.

## **Art. 35 Protection of privacy**

The personal integrity of the employees is to be protected. Each violation of dignity through actions, language and pictures shall be fought and rectified. Executive Board, management and personnel commission work together to create a climate of personal respect and trust in the company, which can prevent abuse, assaults and sexual harassment.

## **Art. 36 Data protection**

### **36.1 General principles**

- 1 Storing person-related data by means of electronic media is to be limited to the operational minimum.
- 2 STADLER shall designate the persons who have access to the stored data.
- 3 Upon request, the employee shall be provided information on the electronically stored data that pertains to him.

- 4 Erroneous person-related data shall be corrected.
- 5 When leaving the company, the person-related data, which is no longer needed for internal or official purposes or statistics, shall be deleted. Upon request, the remaining data shall be communicated to the employee.

## 36.2 Rights of the personnel commission

The personnel commission has the right to early information on the systems to record and edit person-related data by means of electronic systems and on how the access authorization is regulated.

## 36.3 Monitoring and control systems

- 1 Monitoring and control systems, which exclusively monitor the behaviour of the employee at his workplace, shall not be used.
- 2 This excludes the presence control of the employees, the recording of working time as well as operational data.

## **Art. 37 Employee participation in the company**

### 37.1 Goal of the participation

- 1 The following goals shall be achieved with the employee participation in the company:
  - The personal development of the employees and satisfaction at the workplace
  - Strengthening the participation rights and shared responsibility of the employees
  - Promoting a good company climate
  - Promoting the interest in the work and the performance of the company
- 2 The contracting parties are willing to promote the employee participation in the company
  - In the personal work area
  - By the personnel commission

### 37.2 Participation in the personal work area

- 1 The contracting parties assume that the goals of participation shall first be pursued in the personal work area. They are of the opinion that employees, who are informed think along and are interested in the company, will best use their knowledge and abilities.
- 2 They are convinced that for this purpose, the methods of the management shall be used which put employees in charge of clear tasks as well as consistent areas of competence and responsibilities. They shall be assigned in a way that knowledge and abilities of the employees are fully utilized and their integration into the decision preparation and the decision-making process are promoted. The employees shall be informed and promoted by means of performance reviews. This can be done individually or in groups.
- 3 The contracting parties are aware that the implementation of these management principles has to be supported by the conviction and the continuous personal efforts of all parties involved, and thus cannot be ordered and regulated in general terms. The contracting parties support all measures to promote these efforts.

### 37.3 Personnel commissions

- 1 The personnel commissions are formed by means of a regulation, which is agreed upon between STADLER and the Unia trade union under the consideration of art. 6 as well as statutory provisions (Workers' Participation Act).

- 2 This regulation has to govern the following, amongst other things:
- Election and composition of the personnel commission
  - Changing areas of representation
  - Position of the personnel commission
  - Procedure in the event of a termination of contract for members of the personnel commission
  - Facilitating the exercise of the mandate
  - Leave of absence for member training
  - General area of responsibility
  - Cooperation between personnel commission and employees
  - Cooperation between personnel commission and Executive Board
  - Right of participation in the sense of information, say, co-decision and self administration
  - Participation areas
  - Disagreements in participation questions
  - Election preconditions

## **Art. 38 Measures to preserve workplaces**

### 38.1 General principles

- 1 The contracting parties consider the preservation and creation of workplaces in Switzerland as a fundamental concern. They are aware that this goal can only be realized with ventures which are innovative and globally competitive, and that a continuous modernization of workplaces has to take place in the face of technical and economic change.
- 2 The contracting parties agree that the existing possibilities to preserve and modernize workplaces have to be exhausted while preserving the competitiveness.
- 3 The contracting parties are aware that the technical and economic change or modifications on the market may make business transfers, dismissals or/and business closures inevitable.
- 4 The contracting parties shall be obligated to avoid terminations of contract in case of dismissals due to economical or structural reasons if possible, or human and economic hardships for the employees shall be avoided and mitigated by means of appropriate measures.

### 38.2 Cooperation with personnel commission in case of workplace endangerment

The company tries hard to inform the personnel commission early on about a predictable endangerment of workplaces following necessary structural or organizational adjustments and to consult about the possibilities to preserve workplaces. For this, measures in the area of working time, preventive measures according to unemployment insurance law and temporary deviations from contractual provisions of this CLA shall be investigated.

### 38.3 Consultation for intended dismissals

- 1 If the company intends to dismiss 10 % or more of the employees within 125 working days, it has to consult with the personnel commission and the Unia trade union on time. The consultation has to take place 10 working days before the Executive Board's decision at the latest, and at least 30 working days before the introduction of the measures. It provides all necessary information, informs in writing about the reasons for dismissal, the number of

employees concerned, the number of all employees as well as the period of time within which the dismissals are to be pronounced, and offers the opportunity to provide suggestions on how to avoid the dismissals or how their number can be limited as well as on how to mitigate their consequences. Under consideration of the current information status, a time frame which is appropriate for the concrete situation is to be granted in good faith. Unia is legitimised to negotiate with STADLER directly about the consequences of such measures on behalf of the employees.

- 2 If, as a consequence of a business transfer, measures are intended which affect the employees, the personnel commission shall be consulted in due time before the decision on these measures is made.

#### 38.4 Information on dismissals

- 1 If dismissals have to be made due a complete or partial closure of a company or as a consequence of drastic operational changes, or if dismissals occur which force employees to relocate due to distance, the personnel commission and the employees concerned shall be informed as early as possible.
- 2 The information shall be as comprehensive as possible and shall especially include the reasons for dismissal, the number of employees concerned, the number of the regularly employed as well as the period of time in which the dismissals shall be made. Furthermore, information on the future measures, their organization and chronological implementation shall be provided.
- 3 If the company transfers the operation or part of the operation to a third party, it has to inform the personnel commission about the reason as well as the legal, economic and social consequences of the transfer for the employees in due time before the transfer is executed.

#### **Art. 39 Measures to avoid or mitigate hardships due to dismissals**

- 1 If dismissals have to be made in spite of measures according to art. 39.3, the company is obligated to negotiate a social compensation plan with the personnel commission and Unia to mitigate the consequences. The parties involved can choose to be supported and represented by individual or several persons.
- 2 Other measures to avoid or mitigate human and economic hardships are mainly the following:
  - Offering other workplaces within the same company
  - Internal and targeted external retraining
  - Employer assistance with job search
  - Extending or shortening the termination period, at the employees request
  - Help with move/travel compensation
  - Early retirement with additional benefits
  - Full freedom of movements from the occupational employee pensions
  - Additional benefits in individual hardship cases
  - Perseverance bonuses for employees who commit to continuing the work relationship past the termination period
  - Early organization of bonuses for work or company anniversaries, within 12 months of termination of the work relationship
  - Concessions for existing loans
  - Omitting competition clauses

- Concessions regarding repayment of costs for training/further training
- Help with completing current training and further training courses.

## **Art. 40 Dealing with the consequences**

- 1 Individual employees concerned can call in the personnel commission to support and mediate with the assessment and implementation of these measures.
- 2 In case of a larger number of dismissals according to art. 39.3, the personnel commission can request the appointment of an equal social compensation plan commission, which falls under arbitration according to art. 10, to implement the social compensation plan.

## **Art. 41 Contract commencement**

This CLA becomes effective on January 1, 2023 and can be terminated in compliance with a termination period of six months for March 31, 2026 at the earliest with registered mail. If the CLA is not terminated by either contracting party, its validity is extended by another year with the same termination period.

Bussnang/Bern, 19 September 2022

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