

# Collective Labour Agreement for Ground Personnel

between

**SWISS**

and

KV Switzerland

SEV-GATA

VPOD Air Transport Section

effective 1 January 2018

*This document is a translation of the original German text.  
In all matters of interpretation, the original German shall prevail.*

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## Abbreviations used

Explanations of the abbreviations used in this Collective Labour Agreement:

<b>AHV</b>	“Eidgenössische Alters- und Hinterlassenenversicherung”: the Swiss state old-age pension scheme
<b>CLA</b>	Collective Labour Agreement
<b>EO</b>	“Erwerbsersatzordnung”: the Swiss Federal Income Replacement Scheme
<b>IV</b>	“Eidgenössische Invalidenversicherung”: the Swiss Federal Disability Insurance
<b>SUVA</b>	“Schweizerische Unfallversicherungsanstalt”: the Swiss federal industrial injury insurance scheme

## **PREAMBLE**

The purpose of this Collective Labour Agreement, hereinafter referred to as the CLA, is:

- a) to set and regulate terms and conditions of employment that are appropriate to today, and
- b) to promote good relations among the contractual parties.

The contractual parties undertake to work together in a spirit of good faith.

## **I. GENERAL PROVISIONS**

### **Article 1 - Applicability**

This CLA is valid for all the ground personnel of Swiss International Air Lines Ltd. and Swiss Global Air Lines Ltd. (hereinafter referred to as "SWISS" or "the Employer") who have a Swiss basic contract of employment. For such employees who are domiciled outside Switzerland or (in the case of secondees) whose place of work is temporarily outside Switzerland, the application of the provisions below may involve particular channels or approaches. In all such cases, unless otherwise specified in the International Assignment Booklet or IAB, the entitlements arising from this CLA shall apply.

This CLA does not apply to hourly-paid employees, to employees with a contract of employment limited to three months or less or to apprentices, interns or management ("Kader") staff. The applicability of this CLA may also be extended to subsidiary companies.

SWISS undertakes to make every effort to ensure that the salary minima specified in this CLA are also observed by those companies from which it borrows personnel on a temporary basis.

### **Article 2 - Industrial peace**

Industrial peace shall be maintained throughout the duration of this CLA.

Any form of industrial action such as strikes, lockouts or other breaches of contract is prohibited.

Both parties undertake to maintain and cultivate the positive image of SWISS, both within and outside the company.

### **Article 3 - Freedom of association**

Freedom of association is guaranteed.

No employee shall suffer any disadvantage as a result of their membership or non-membership of a union or a staff association.

Any employee belonging to a union or a staff association which is a signatory party to this CLA shall be entitled to have their interests represented by the same.

## **Article 4 - Collaboration**

### **4.1 Principle**

The collaboration rights enjoyed by employees comprise a right of information and a right of consultation.

The collaboration rights granted to employees are exercised via the PEKO Staff Commission.

The election, organization and duties of the PEKO are laid down in separate regulations.

### **4.2 Information**

The Employer shall inform the PEKO Staff Commission comprehensively and in good time of all matters of which the PEKO needs to have knowledge in order to safeguard the common interests of the employees.

The Employer shall provide information at least once a year on the impact of current business trends and developments on employment levels and its employees.

In addition to the PEKO Staff Commission, the unions and staff associations which are signatories to this CLA shall also be invited to the information events mentioned in the second paragraph above, as well as to any other information events relating to a transfer of business operations (as required under Article 333a of the Swiss Code of Obligations) or to mass redundancies (as required by Article 335f of the Swiss Code of Obligations).

## **Article 5 - Equality of opportunity for women and men**

The contractual parties undertake to support the realization of equal opportunities for women and men. This undertaking should include endeavours to support women's professional development, facilitate their career opportunities and both promote and facilitate their return to the company to their previous or to a new occupation. Women should also be provided with facilitated access to technical occupations.

## **Article 6 - Affiliation to this CLA**

Employees who do not belong to any of the unions or staff associations which are parties to this CLA shall have a note included in their individual contract of employment declaring their affiliation to this CLA in accordance with Article 356b, Paragraph 1 of the Swiss Code of Obligations. Such employees shall thus also be subject to all the normative provisions of and all the indirect obligations arising from this CLA.

The contractual parties hereby declare their agreement to all future affiliations to this CLA of all employees entitled to such affiliation, as defined in Article 356b, Paragraph 1 of the Swiss Code of Obligations.

Other employers, unions or staff associations may also affiliate to this CLA, subject to the agreement of all the existing contractual parties.

## **Article 7 - Disputes arising from the individual contract of employment**

Should a dispute arise from an employee's individual contract of employment, the parties involved shall first seek a solution based on their own mutual agreement. If such a solution cannot be agreed, either party shall be entitled to take recourse to the usual legal channels. In such an event, the place of jurisdiction shall be in Switzerland, and Swiss law shall exclusively apply.

## **Article 8 - Collective disputes**

Should a collective dispute arise, the Employer and a delegation from the union or staff association directly involved shall first seek an amicable solution by means of direct negotiation. If no agreement can be reached in this way, the matter in dispute shall be referred for consideration to all the signatories to this CLA.

If an amicable solution cannot be found after consulting all the signatories to this CLA, either party to the dispute may refer the matter to the contractually-stipulated court of arbitration.

The contractually-stipulated court of arbitration shall comprise two members and a chairperson. The Employer and the unions/staff associations shall be entitled to each appoint one court member, and must do so within ten working days. The two members appointed shall then appoint the chairperson.

Should either party fail to appoint their member of the court of arbitration within the ten-working-day period stipulated, or should the members so appointed fail to agree on a chairperson within 15 working days, the missing member or chairperson shall be appointed by the President of the Court of Appeal of Canton Basel-Stadt.

The contractually-stipulated court of arbitration shall be domiciled in the city of Basel. The language of its deliberations and negotiations shall be German, its processes and procedures shall be based on the Swiss Code of Civil Procedure, and its rulings shall be final and binding.

## **Article 9 - CLA conclusion costs**

The unions and staff associations which have concluded this CLA with the Employer shall receive a contribution from every employee who is subject to it towards the costs of its negotiation and implementation.

This "contribution to CLA conclusion costs" shall amount to CHF 12 per month. It shall be deducted from the monthly salary of every employee who is subject to this CLA and transferred to the unions and staff associations concerned.

## **Article 10 - Further regulations and provisions**

This CLA contains references to supplementary regulations and implementation provisions. In addition to the CLA and the provisions of their individual contract of employment, these shall also form part of the employee's individual terms and conditions of employment.

## **Article 11 - Negotiations on open issues**

The parties to this CLA undertake to conduct negotiations as and when required on any issues that are not or are only insufficiently regulated by it. Should the parties fail to agree on the necessity for such negotiations or on the new provisions to be negotiated, the matter may not be referred to the contractually-stipulated court of arbitration. The court of arbitration may, however, be called upon to clarify any insufficiently-regulated elements of this CLA or any elements thereof which are open to differing interpretations.

## **Article 12 - Salary negotiations**

The contractual parties undertake to conduct negotiations on annual salary adjustments every autumn.

## **II. PROVISIONS RELATING TO THE CONTRACT OF EMPLOYMENT**

### **A) Commencement and termination of employment**

#### **Article 13 - Employment**

An individual written contract of employment shall be concluded with each employee. This shall specify in particular:

- the commencement of their employment
- their function/activity
- their degree of employment
- the duration of their employment (limited or unlimited)
- their place of work and
- their salary.

Every employee shall also receive, together with their individual contract of employment, a copy of this CLA and the regulations of the SWISS Company Pension Fund for Ground Personnel.

#### **Article 14 - Probationary period**

The employee's probationary period shall be of three months' duration. A probationary period of a differing length may alternatively be agreed, in writing.

In accordance with Article 335b, Paragraph 3 of the Swiss Code of Obligations, the probationary period will be extended beyond the original period set by the length of any absences due to illness, accident or the fulfilment of legal obligations (such as military service) during the same.

#### **Article 15 - Re-employment following an interruption of employment**

Any employee who is re-employed after an interruption of their employment shall also be subject to a probationary period of three months. Deviations from this further-probationary-period requirement may also be agreed, in writing.

The notice period in such cases shall be as specified in 17.1 below, with due regard to the employee's years of service.

For the calculation of the employee's years of service, all previous years of service with SWISS will be credited, provided employment was not interrupted for longer than five years.

#### **Article 16 - Assignment to other places of work and/or functions**

Employees may be assigned to another place of work and/or another activity for cogent operating or business reasons. Unless the employee agrees thereto, such reassignments to a new place of work and/or activity may not be of more than three months' duration.



## Article 17 - Termination of employment

### 17.1 Notice period

Employment may be terminated at seven days' notice during the probationary period. Such notice may be given at any time.

Following completion of the probationary period, employment may be terminated at the end of any calendar month, subject to the following notice periods:

- in the first year of employment                      one month
- from the second year of employment onwards      three months.

Any notice-period provisions deviating from the above must be agreed in writing.

### 17.2 Form of notice

All notice to terminate employment must basically be given in writing. Notice must be received by or handed to the other contractual party by the last working day before commencement of the notice period.

In accordance with Article 335, Paragraph 2 of the Swiss Code of Obligations, written reasons must also be provided for giving the notice concerned if these are requested by the other contractual party.

### 17.3 Immediate termination of employment

In accordance with Article 337 of the Swiss Code of Obligations, employment may be terminated with immediate effect by either contractual party at any time for cogent reasons.

In accordance with Article 337d of the Swiss Code of Obligations, should the employee fail to take up their position for no cogent reason, or should they leave it without observing the contractual notice period, the Employer shall be entitled to compensation amounting to one quarter of the employee's monthly salary. The Employer shall also be entitled to hold the employee liable for any further demonstrable damage under the same legal provision.

### 17.4 Protection from dismissal

With regard to the employee's protection from the termination of their employment, reference is made to the following provisions of the Swiss Code of Obligations:

- a) Articles 336 to 336b: wrongful dismissal
- b) Articles 336c\* and 336d: untimely dismissal
- c) Article 337c: consequences of unfair dismissal.

\* After completion of the probationary period, the Employer may not serve notice to terminate employment:

- a) while the employee is performing Swiss compulsory military service, compulsory civil defence service or Red Cross service, or for four weeks before or after such service, provided such service lasts more than 12 days;
- b) while the employee is wholly or partially unable to work, through no fault of their own, as a result of illness or accident
  - in the first year of employment:                      for up to 30 days
  - from the second to fifth year of employment:      for up to 90 days
  - from the sixth year of employment onwards:        for up to 180 days;

- c) while the employee is pregnant and for the 18 weeks after birth, or during any unpaid leave taken after maternity leave;
- d) while the employee is active – with the Employer's approval – in relief work outside Switzerland organized by the relevant Swiss federal authorities.

Employees between age 55 and 58 are also protected from the termination of their employment. Such protection does not, however, extend to the termination of employment for documented disciplinary reasons.

Employees serving on the executive committee of a union or staff association that is a signatory to this CLA, as well as official delegates of the same with negotiating authority, may only be served notice during their period of office and the year thereafter if the Employer can prove that there is due cause (inadequate performance, resizing of a department or business unit) for doing so. The Employer also reserves the right, however, to terminate such employment in accordance with Article 337 of the Swiss Code of Obligations.

### **17.5 Release from duties during the notice period**

If the Employer and the employee agree that notice to terminate employment should be followed by the employee's release from duties during their notice period, any vacation days or free days still outstanding and any overtime not yet compensated for shall be regarded as taken/compensated for through such release, to the extent that this is permissible under current legal practice.

### **17.6 Termination of employment if no notice is issued**

If no notice is issued by either party, the employee's employment will automatically end (without notice) at the end of the month in which their 64<sup>th</sup> birthday falls.

## **B) General rights and obligations**

### **Article 18 - Personal privacy**

#### **18.1 Principle**

All employees are entitled to the respect and protection of their personal privacy.

#### **18.2 Protection of personal details**

The Employer undertakes:

- to limit the administration of personal details to the minimum required for business operations;
- to limit access to personal details to those employees who must have this to perform their work;
- only to provide information on employees to outside parties as long as permission to do so has been obtained from the employee concerned or for other warranted reasons;
- to grant employees access to their personnel file on request;
- to grant employees access to their electronically-stored personal details on request;
- to correct any incorrect personal details;
- to delete any electronically-stored personal details which are no longer required for internal company purposes, for the authorities or for statistical purposes upon the termination of the employment of the employee concerned.

All employees who record, use or store personal details as part of their work are required to observe all the provisions of the Swiss Federal Data Protection Act. These employees bear responsibility for protecting such data, and are required to take all appropriate actions to ensure such protection.

### **18.3 Non-discrimination**

The Employer undertakes to ensure that no employee is discriminated against because of their gender, race, origin, religion or sexual orientation.

### **18.4 Mobbing**

The contractual parties undertake not to tolerate “mobbing”, i.e. any employee being continuously or repeatedly subjected to systematic hostile behaviour at their workplace over a period of time that leads to their isolation, their exclusion or the termination of their employment.

### **18.5 Sexual harassment**

The Employer will not tolerate sexual harassment of any kind, be it of a physical, verbal or visual nature.

### **18.6 Contact**

Any employee who is subjected to discrimination, mobbing or sexual harassment may contact their HR Consultant or Employee Counselling.

### **18.7 Penalties**

Mobbing and sexual harassment will be punished and may, in serious cases, result in immediate dismissal.

## **Article 19 - Duty of good faith and duty to exercise due care**

### **19.1 Principle**

All employees shall devote all their energies and resources to the tasks they are assigned. They shall safeguard the interests of the Employer, and shall refrain from any action or inaction that may harm these interests. They shall carry out their work conscientiously, and shall support each other when doing so.

### **19.2 Personal conduct**

Employees shall treat each other with tact and respect. They shall be especially courteous and accommodating in their conduct towards third parties, particularly passengers, customers, officials and employees of other airlines.

### **19.3 Duty to exercise due care**

Employees shall treat the Employer's machines, tools and equipment, technical installations, systems and vehicles as well as any materials provided for their work with all due care. Precise regulations hereon are specified in the Loans Directive. The employee's liability in these matters is as specified in Article 321e of the Swiss Code of Obligations.

### **19.4 Commitment to confidentiality**

All employees are obliged, both during and after their employment, to treat as strictly confidential all information, processes or facts concerning the Employer which are not available to the public (such as information concerning the organization, sales, calculations and costings, new developments, reporting, planning processes and similar), and not to make such information available to any other party. Employees are also prohibited – unless such action is required by business operations or is authorized by the Employer – from removing any data not available to the public from the company's premises in electronic or document form.

## **Article 20 - Health & safety and further training**

### **20.1 Healthcare**

The Employer undertakes to take the actions required to protect the life, health and personal integrity of its employees. In doing so, the Employer undertakes to observe all the relevant legal requirements (in particular Directives 3 and 4 of the Swiss Federal Employment Act and the Swiss Ordinance on the Prevention of Accidents and Occupational Illnesses [VUV]) as well as the EKAS Guidelines (issued by the Federal Occupational Safety Coordination Committee) concerning the consultation of industrial doctors and other occupational safety specialists.

### **20.2 Safety regulations**

All employees undertake to diligently observe all safety regulations and to use the equipment and installations provided to help prevent accidents and illnesses in accordance with the relevant instructions.

### **20.3 Further professional training**

The contractual parties support and promote the further personal and professional development of all employees. The annual Employee Appraisal Talks (EATs) offer an opportunity to agree and record concrete actions to this end.

Employees attending external training courses may also have all or part of the costs involved reimbursed and/or working hours made available to attend the same, in accordance with the relevant internal guidelines.

## **Article 21 - Gifts and other considerations**

Gifts, invitations and other considerations may only be offered and accepted within the parameters specified in the relevant Compliance Guidelines. These Guidelines will be found in the Compliance Portal on the SWISS Intranet/Lufthansa eBase site.

Any employee who is in any doubt over the permissibility of a gift, invitation or other consideration should consult their immediate superior or the SWISS Compliance Counsel (whose contact details will be found on the SWISS Intranet/Lufthansa eBase site).

## **Article 22 - Rights to work products**

All the rights to the products of the employee's work such as copyrights, patent rights and rights to unpatented inventions and all work products in the form of software which the employee has developed during their employment, either alone or with others, are automatically ceded in full to the Employer as soon as they are created. Such cession also extends to the design of the products concerned. The cession of such rights applies to all the rights described in Articles 9 to 11 of the Swiss Federal Copyright and Related Rights Act of 1 July 1993 and in the Swiss Federal Design Protection Act. The compensation for the cession of such rights is regarded as part of the employee's agreed salary.

Such cession also extends to copyrights and patent rights, to software products and to the rights to unpatented inventions and designs relating to products which are created by the employee during their work but not in the fulfilment of their contractual duties. The compensation for the cession of these rights, too, shall be regarded as part of the employee's agreed salary.

The term “software” in this connection includes in particular the entirety and the individual components of any programs, data, processes or rules and all associated documentation for the use of a computer system (such as mainframes, workplace computers and further hardware) which are created during the development, maintenance and/or installation of the software concerned or are associated with it in some other way, irrespective of how and on what medium the software is held.

Any violation of this contractual provision may result in the termination of employment.

## **Article 23 - Public office**

The Employer basically supports the holding of public office by its employees. The extent to which employees may perform such duties during their (paid) working hours depends on the time involved, and is subject to agreement on a case-by-case basis. For further details regarding this provision, please see Annex 2, Work and Rest Hours Regulations.

## **Article 24 - Secondary occupations**

### **24.1 Secondary occupations for full-time employees**

Full-time employees are basically not permitted to engage in gainful secondary occupations. Exceptions to this may be made by the Employer in warranted cases.

### **24.2 Secondary occupations for part-time employees**

Part-time employees are permitted to engage in gainful secondary occupations, provided such activities are not to the detriment of the Employer’s interests. Part-time employees are required to inform the Employer of any other gainful employment they engage in, and in particular of the amounts of time involved therein.

## **C) Working and non-working hours**

### **Article 25 - Working hours**

#### **25.1 Weekly working hours**

Weekly working hours amount to 42 hours for full-time employees.

#### **25.2 Breaks**

Working hours include the usual brief breaks taken with due regard to operating needs. These are described in more detail in the Work and Rest Hours Regulations, which form Annex 2 to this CLA.

#### **25.3 Flexible working hours (as specified in the 2005 CLA)**

Individual working week reductions down to a minimum of 37 hours (with corresponding salary adjustments) were agreed in writing with some full-time employees up until 31 December 2010.

These modified workhours agreements remain valid under the present CLA for as long as the terms, conditions and degree of employment of the employee concerned remain unchanged. The employee shall no longer be entitled to such revised workhours arrangements, however, if they are promoted, move to a different function, change to another part-time employment arrangement or otherwise change their terms and conditions of employment on or after 1 January 2011.

## **Article 26 - Overtime**

Overtime is regarded as any additional work performed by the employee beyond their individual contractually-agreed weekly working hours that has been ordered by their superior.

Overtime will be ordered as and when necessary. Such overtime must be worked if it is ordered in good faith and can reasonably be expected of the employee.

Overtime shall basically be compensated for by the same amount of time off *in lieu*. The timing of such time off will be determined by the employee's superior, in consultation with the employee. If such time off proves impossible to take, the overtime worked will be compensated in cash form at a rate of the overtime worked plus 25%. For part-time employees, all work performed beyond their individual contractually-agreed working hours shall be regarded as overtime with such bonus entitlement.

## **Article 27 - Sundays, public holidays, vacation and other free days**

### **27.1 Sundays and public holidays**

All employees shall have at least 20 free Sundays every calendar year.

A maximum of eight public holidays shall be granted per year, with the precise number varying from canton to canton. Details will be found in a list published on the Intranet. If such public holidays or 1 August (the Swiss National Day) fall on a work-free Saturday or Sunday, they will be considered granted. For part-time employees, public holidays and 1 August shall be regarded as granted if they fall on a free day in their duty roster. Each employee's public holiday entitlement shall be determined by the public holidays granted by law at their place of work.

### **27.2 Vacation**

Every employee shall be entitled to the following vacation each calendar year:

- |  |          |
|--|----------|
| a) until the end of the year in which their 49 <sup>th</sup> birthday falls: | 25 days  |
| b) from the following year onwards:  | 30 days. |

The entitlement will be credited to the employee's vacation account at the beginning of each calendar year.

The following days do not count as part of the employee's vacation:

- public holidays as specified in 27.1 above, if they fall on a day on which work would otherwise be performed in the employee's unit;
- days on which the employee would have been absent from work owing to illness or accident, provided a medical certificate confirming that the employee is wholly unable to work is obtained. If the accident or illness occurs outside Switzerland and no medical certificate can be obtained, the days concerned will not be regarded as part of the employee's vacation provided the employee receives benefits for them from their daily-allowance illness insurance.
- other free days as described in 27.3 below.

In the year the employee joins or leaves the company, and in any year in which the employee takes unpaid leave, their annual vacation entitlement will be reduced on a *pro rata* basis to correspond to the proportion of the full year for which they work(ed).

Vacation plans will be compiled at the beginning of each calendar year. The timing of vacation will be determined by the employee's superior, taking the wishes of employees into account as far as these are compatible with the interests of the company and its business operations.

All vacation must basically be taken in the calendar year for which it is granted. Vacation may only be carried over to the following year – and only to 31 March thereof at the latest – in exceptional circumstances and with the approval of HR. Any vacation not taken by 31 March of the following year will be compulsorily and bindingly assigned by HR in agreement with the employee's immediate superior and after consultation with the employee.

In accordance with Article 329d, Paragraph 2 of the Swiss Code of Obligations, vacation may not be paid out in cash form. The sole exception to this is any vacation which cannot be taken by the time the employee leaves the company. Any vacation taken in excess of the employee's entitlement by the time they leave the company will be deducted from their final salary or billed to the employee.

Vacation is intended for rest and recuperation purposes. Should an employee use their vacation for unauthorized paid work, the Employer may refuse to pay the employee's salary during this time or demand the repayment thereof.

### 27.3 Other free days

Paid time off will be granted for the following family-related events, provided the absence concerned is communicated in advance:

- |   |            |
|---|------------|
| a) own wedding/conclusion of civil partnership:   | 3 days     |
| b) wedding of a family member (parent/s, child, sibling):   | 1 day      |
| c) paternity leave (to be taken within 12 months after the child's birth)<br>(at least 10 days thereof within six months after the child's birth) | 20 days    |
| d) adoption leave (to be taken within 12 months after adoption)<br>(at least 10 days thereof within six months after adoption)                    | 20 days    |
| e) death of spouse, long-time partner, own child or parent  | 3 days     |
| f) death of grandparent, parent-in-law, sibling or grandchild   | 2 days     |
| g) death of son-in-law, daughter-in-law, brother-in-law or sister-in-law  | 1 day      |
| h) attendance at the funeral of a close friend not included above<br>(after consultation with superior)   | ½ to 1 day |
| i) moving home up to 100 kilometres<br>(if not under notice; maximum twice a year)  | 1 day      |
| j) moving home more than 100 kilometres (if not under notice)   | 2 days     |
| k) Swiss military recruitment   | 1-3 days   |
| l) discharge from military service  | 1 day.     |

Further free days will only be granted on a case-by-case basis, depending on the circumstances. Free days may not be taken in cash form.

### 27.4 Brief absences

Brief absences to deal with matters of a private nature, such as doctor's or dental appointments, visits to government offices and similar, should be arranged in the employee's free time or the peripheral hours as far as possible. If such absences fall within working hours, they must be coordinated with the employee's superior. The ensuing absence will not result in a reduction in salary, provided it does not exceed two hours. The above is also subject to the provisions of the Work and Rest Hours Regulations.

### **27.5 Caring for a close relative**

Should a person for whose care an employee is responsible urgently require the employee's presence for health or similar reasons, SWISS will continue to pay the employee's salary during their absence from work until they have made suitable alternative arrangements. This should generally not take more than three days per instance. With regard to the submission of a corresponding medical certificate, the provisions of Article 35 below apply.

## **D) Compensation**

### **Article 28 - Salary**

The employee's monthly salary shall be specified in their individual contract of employment. Monthly salaries will be paid into a Swiss bank account 13 times a year. The 13<sup>th</sup> monthly salary will be paid in two halves, in June and in November. The employee's salary will be based on their function level and their education, experience and performance.

### **Performance-related bonus**

Each unit of the company shall have 0.75% of the sum total of the basic annual salaries of its CLA personnel available to distribute each year in the form of one-off individual performance-related bonuses. This amount must be distributed in full each year by the unit head. SWISS and its staff associations have set a band of between 0 and 1.5% of the individual employee's basic annual salary as a broad distribution guideline.

This performance-related bonus shall be paid as a one-off amount, with the October salaries at the latest. It shall not increase the employee's salary, and shall not automatically entitle the recipient to any further such payments. The staff associations shall be informed annually of the amount of performance-related bonuses paid and the distribution thereof.

### **Article 29 - Classification**

The assignment of functions to the corresponding salary bands is laid down in Annex 1 to this CLA. The employee's individual salary within their salary band shall be set by the Employer (see Annex 1). The Employer shall inform the staff associations of the system used here and its implementation once a year, in the course of the annual salary negotiations.

If an employee is not satisfied with their classification, their complaint shall be dealt with by Human Resources and the staff associations. Should these parties fail to come to a joint decision, the Employer shall have the casting vote.

### **Article 30 - Allowances**

#### **30.1 Local allowance**

Employees resident in Switzerland whose place of work is Zurich or Geneva will receive a monthly local allowance of CHF 300 (for Zurich) or CHF 400 (for Geneva), which will be paid 13 times a year. This amount will be reduced proportionately for part-time employees.

#### **30.2 Child allowance**

A monthly child allowance will be paid amounting to at least CHF 230 per child. This allowance will be paid from the month of the child's birth onwards, and will continue to be paid until the child completes their education or (if sooner) the end of the month in which their 25th birthday falls.



The entitlement to this allowance, the minimum amounts payable and the scope of the corresponding entitlements for part-time employees are based on the Swiss Federal Family Allowances Act and the local cantonal child allowance provisions at the employee's place of work.

### 30.3 Irregular workhours allowances

Any employees who work between the hours of 20:00 and 06:00 during the week (i.e. from Monday up to and including Saturday), be it as part of regular work planning or as specifically ordered, will receive a "weekday nightshift allowance" of CHF 7.50 per hour.

Any employees performing such work between 00:00 and 06:00 and/or between 20:00 and 24:00 on a Sunday or public holiday will receive a "Sunday/public holiday nightshift allowance" of CHF 12.50 per hour.

Any employees performing such work between 06:00 and 20:00 on a Sunday or public holiday will receive a "Sunday/public holiday shiftwork allowance" of CHF 10.00 per hour.

Provided they are of a permanent and regular nature, such allowances will also be paid as "vacation allowances" during absences owing to vacation, at the following rates:

	<b>Hourly vacation allowance for employees with 25 days of annual vacation (+ 10.64%)</b>	<b>Hourly vacation allowance for employees with 30 days of annual vacation (+ 13.04%)</b>
<b>Weekday nightshift</b>	CHF 0.80	CHF 1.00
<b>Sunday/public holiday nightshift</b>	CHF 1.35	CHF 1.65
<b>Sunday/public holiday shiftwork</b>	CHF 1.05	CHF 1.30

All such allowances will be paid together with the employee's monthly salary.

### 30.4 On-call allowance

On-call allowances shall be as follows:

Mondays to Fridays: CHF 50 per day  
 Saturdays, Sundays and public holidays: CHF 100 per day

### 30.5 Uniforms and protective clothing

All employees who wear a uniform or protective clothing to perform their work will have this supplied free of charge. The Employer will also meet the costs of cleaning and repairing these items. Further details are laid down in separate Uniform Regulations.

### 30.6 Travel concessions

Employees are entitled to travel concessions as specified in the travel concession regulations issued by the Employer.

### 30.7 Licence allowances

The licence allowances payable to aircraft engineers at Line Maintenance Switzerland are detailed in Annex 3 to this CLA.

### Article 31 - Expenses

The reimbursement of expenses is laid down in the corresponding and currently-valid Expenses Regulations.

### Article 32 - The LH Success variable compensation programme

The LH Success variable compensation programme enters into effect on 1 January 2018, superseding the "EBM" success-sharing model that was incorporated into the SWISS Collective Labour Agreement for Ground Personnel effective 1 July 2014.

LH Success is composed of one or more parameters whose targets and weightings are set for each year by the SWISS Board of Directors and the Lufthansa Group Executive Board. These annual targets and weightings shall be communicated to employees and the staff associations by April of the year concerned at the latest.

The degrees to which each year's individual parameter targets have been met and the overall target achievement for the year concerned will be announced by the following April at the latest.

LH Success payments will then be made as follows:

Overall target achievement	Payment in CHF (for a full-time employee employed all year; otherwise pro rata)
<30%	0
30%	300
100%	1,000
>=200%	3,200

For overall target achievements lying between the values shown, the corresponding payment will be calculated proportionately on a straight-line basis. LH Success payments will be made at the earliest upon the availability of the financial results for the year concerned, and generally the following April. This also applies to all cases of departures or retirements in the course of the year concerned. LH Success payments are not subject to company pension scheme contributions, but are subject to social security deductions.

Any employee joining or leaving the company in the course of a calendar year shall be entitled to LH Success variable compensation for the year concerned on a pro rata basis, from the commencement of their employment or up to the cessation thereof or the event causing this.

Any employee who leaves the company or is served notice to terminate their employment during their probationary period and any employee subject to immediate dismissal shall not be entitled to any LH Success variable compensation payment for the year concerned. Any employee who is released from their duties shall still be entitled to LH Success variable compensation for the period of such release, regardless of whether they have served or been served notice.

## **E) Salary payments if unable to work**

### **Article 33 - Principle**

Should an employee be prevented from working for reasons associated with their person but through no fault of their own such as through illness, accident or the fulfilment of legal obligations, they shall continue to receive their salary in accordance with the following provisions, as long as they have been employed (or were intended to be employed) for more than three months. The absences for the various reasons stated will be accumulated for each year of service.

The following benefits should be regarded as minimum time periods, and not as minimum salary amounts. Unless otherwise specified below, employees will continue to receive their full salary as follows:

- from the first to the third year of service: for up to 90 calendar days
- from the fourth to the ninth year of service: for up to 180 calendar days
- from the 10<sup>th</sup> year of service onwards: for up to 730 calendar days.

Any insurance benefits awarded to the employee during the period concerned will accrue to the Employer and will be considered paid-on as part of the continued-salary amount. Upon cessation of such continued-salary payments, any such insurance benefits will be passed on to the employee.

### **Article 34 - Applications**

#### **34.1 Illness and pregnancy-related problems**

The Employer has concluded a daily-allowance illness insurance policy for its employees which, in the event of full inability to work, will pay the following benefits:

- a daily allowance amounting to the full insured salary for as long as the employee remains entitled to continued salary payments as specified in Article 33 above;
- thereafter, a daily allowance amounting to 80% of the employee's insured salary.

These daily-allowance benefits will be paid for a maximum of 730 days from the first day of illness (including the continued-salary-payment period).

The premiums for this daily-allowance illness insurance will be shared equally by the Employer and the employee. The relevant provisions of this insurance policy also apply, and can be inspected at Human Resources.

Should the insurance company reduce its benefit payments, the Employer is entitled to reduce its own benefit payments by the same extent. Should the insurance company make no benefit payments for any reason, the Employer may not be compelled to compensate for such non-payment. In such events, the Employer's benefit obligations shall be based on Article 324a of the Swiss Code of Obligations and on customary legal practice at the employee's place of work.

#### **34.2 Accident**

All employees are insured with the SUVA Swiss federal industrial injury insurance scheme against the consequences of occupational accident, non-occupational accident and occupational illness, in compliance with the Swiss Federal Accident Insurance Act (UVG). The costs of the compulsory occupational accident insurance will be borne by the Employer, while the costs of the non-occupational accident insurance will be borne equally by the Employer and the employee. Employees who work fewer than eight hours a week for the Employer will not be insured against non-occupational accident.

The Employer has concluded a supplementary UVG accident insurance policy for its employees which provides care benefits and cost reimbursements in addition to the benefits required by law, together with lump-sum capital payments in the event of disability or death. This supplementary accident insurance also provides daily-allowance benefits of 80% of excess salaries in addition to the benefits specified under the UVG. After expiration of the continued-salary-payment period, the Employer will pay, at its own expense, the difference between the total daily accident allowance and 90% of the employee's insured salary. The premiums for this supplementary insurance will be shared equally by the Employer and the employee.

The relevant provisions of this supplementary insurance policy also apply, and can be inspected at Human Resources.

In the event of an occupational accident for which the employee is not at fault, the Employer will supplement the benefits paid by the insurer to ensure that the employee continues to receive their full salary as follows:

- from the first to the fifth year of service: for up to 180 calendar days
- from the sixth year of service onwards: for up to 360 calendar days.

Should the insurer reduce the benefits paid, the Employer may reduce its own top-up payments to the same extent.

### **34.3 Military service and similar absences**

The employee will continue to receive their full salary while they perform compulsory Swiss military service.

The continued salary payments during absences from work for basic military training (or any civilian service regarded as the equivalent thereof) and for any military promotion courses shall amount to 80% of the employee's insured salary.

The compensatory payments made under the Swiss Federal Income Replacement Scheme (EO) will accrue to the Employer, and will be considered paid-on as part of the continued-salary amount. Upon cessation of such continued-salary payments, any such compensatory payments will be passed on to the employee.

All military service obligations must be communicated to the Employer in writing within two weeks of their official publication. Longer military service commitments must be discussed with the Employer in advance.

Continued salary payments in the event of active service are subject to special agreements.

### **34.4 Treatment costs in the event of illness or accident**

In the event of illness in Switzerland, any resulting doctor's, medication or hospital costs or similar must basically be paid by the employee, unless such costs are covered by certain benefits specified by law.

In the event of acute illness or accidents of any kind during duty service outside Switzerland, all the costs of first-class medical care and hospitalization abroad (including any repatriation costs) will be met by SWISS. Such costs will first be covered by the employee's private health insurance wherever applicable; but SWISS will meet any remaining uncovered costs, including any deductible or excess.

### **34.5 Continued salary payments in the event of death**

In the event of the death of the employee, their survivors will in all cases receive – in addition to any insurance benefits due – the employee's continued salary for the two months following the date of their death. Unless otherwise specified under the relevant legal provisions, SWISS will determine the beneficiaries of such

continued salary payments, who shall primarily be the survivors who were economically dependent on the employee at the time of their death.

## **Article 35 - Common provisions**

Any accidents, illnesses or pregnancy-related problems rendering an employee unable to work must be communicated to the Employer immediately. If the absence from work lasts longer than three working days, a medical certificate must be provided. The Employer is also entitled to demand a medical certificate for absences of fewer than three days if it wishes.

If the medical certificate provided is not in one of Switzerland's four national languages or in English, the Employer may require the employee to take the necessary steps (translation, notarization, authentication) to ensure that it is recognized by the appropriate insurance companies. Should they fail to do so, the employee will not be deemed to have provided the medical certificate required. The Employer may also demand that the same actions be taken for its own requirements.

The Employer may, in warranted cases, require the employee to undergo a medical examination by the company doctor or a medical referee, the fees of which will be paid by the Employer. The company doctor or medical referee shall also be authorized to inform the Employer of the anticipated duration of the employee's absence.

Any insurance benefits paid shall accrue to the Employer to the extent that the Employer continues to pay the employee's salary for the period concerned.

The conclusion of health insurance is the responsibility of the employee.

The obligation to continue to pay the employee's salary shall cease in all cases upon termination of employment.

## **Article 36 - Maternity leave**

Entitlement to maternity leave is as follows:

- in the first or second year of service: 16 weeks (with 80% of salary)
- after two years of service: 18 weeks (with full salary).

The employee's salary will continue to be paid during maternity leave irrespective of whether employment is to be terminated at the end of such leave. In accordance with Article 329b, Paragraph 3 of the Swiss Code of Obligations, maternity leave of up to 16 weeks shall not result in any reduction in vacation entitlement.

The maternity leave payments specified by law will accrue to the Employer, and will be considered paid-on as part of the continued-salary amount. Upon cessation of such continued-salary payments, any such maternity leave payments will be passed on to the employee.

The Employer will endeavour to reintegrate any female employee who leaves the company at the end of their maternity leave but subsequently seeks to rejoin the company within the following six months.

The Employer will also strive to provide suitable opportunities for women who wish to return to the same or equivalent work at the company after their maternity leave but with a lower degree of employment.

## **Article 37 - CLA negotiations and staff association activity**

Members of the staff associations' negotiating delegations shall be released from their duties for CLA negotiations purposes.

The unions and staff associations which are parties to this CLA may claim an aggregate maximum of 200 days' paid leave for their members' work on behalf of their union or association, in particular for attending training courses and conferences. The unions and staff associations shall themselves determine how these days should be allocated among them. Any employee who wishes to claim such paid leave days must discuss this in advance with their superior, and must do so paying due regard to business and operating needs.

## **F) Retirement**

### **Article 38 - Ordinary retirement**

Ordinary retirement shall be taken upon reaching the age of 64.

### **Article 39 - Flexible retirement**

Employees may elect to take early or partial retirement from age 58 onwards. Any desire to do so must basically be communicated at least six months in advance. The terms and conditions of partial retirement are specified in the company pension scheme regulations and on the "Partial Retirement" factsheet.

### **Article 40 - Early retirement at the Employer's instigation**

In the event of any early retirement which is not of the employee's volition, the financial arrangements will be based on the corresponding "Sozialplan" severance benefits package.

### **Article 41 - Company pension scheme**

All employees are insured against the economic consequences of old age, disability and death under the SWISS Company Pension Scheme for Ground Personnel, in accordance with the currently-valid scheme regulations.

All contributions and benefits are as specified in the scheme regulations regarding the pension plan for CLA personnel. The employer is required to pay at least 60% of the employee's total retirement savings contributions under scheme regulations.

The employee's insured salary shall be their contractually-agreed annual salary less the coordination deduction. This coordination deduction shall be accordingly reduced pro rata for part-time employees.

## Article 42 - Bridging pensions

For the period between their ordinary retirement from SWISS at age 64 and their reaching the reference age at which the AHV Swiss state old-age pension begins to be paid, retiring employees shall be entitled to a bridging pension amounting to up to one maximum full annual AHV old-age pension\* (as specified in the footnote below). In the event of deferred or partial retirement, this bridging pension entitlement will be reduced accordingly. The provisions of the currently-valid regulations of the SWISS Company Pension Scheme for Ground Personnel shall also apply.

This bridging pension will be financed by the Employer and, when due for payment, will be transferred to the SWISS Company Pension Scheme for Ground Personnel in favour of the individual retirement savings account of the employee concerned. Any social security contributions due on this bridging pension will be paid equally by the Employer and the employee. Any tax obligations must be met solely by the employee.

\* The AHV 21 Swiss state pension reform entered into effect on 1 January 2024. The reform includes a gradual standardization of the AHV reference age for women and men. While the reference age for men will remain 65, the reference age for women will be gradually raised from 64 to 65.

From the entry into effect of the AHV 21 reform onwards, SWISS will finance bridging pensions for women taking ordinary retirement from the company as follows:

Year of birth	AHV reference age	Bridging pension
1960 or before	64	–
1961	64 and 3 months	3 months (3/12 of the maximum AHV pension)
1962	64 and 6 months	6 months (1/2 of the maximum AHV pension)
1963	64 and 9 months	9 months (9/12 of the maximum AHV pension)
1964 or after	65	12 months (1 maximum AHV pension)

### **III. FINAL PROVISIONS**

#### **Article 43 - Severance benefits**

The parties to this CLA have agreed a "Sozialplan" severance benefits package which forms an integral part of this CLA.

#### **Article 44 - Entry into effect and duration**

Unless otherwise specified in the corresponding articles, this CLA shall enter into effect on 1 January 2018, and shall be of indefinite duration. It may be terminated by the Employer or jointly by all its signatory unions and staff associations at six months' notice, but not before 31 December 2020. This CLA shall thus remain in effect until at least 31 December 2020. After such time it may be terminated at six months' notice at the end of any calendar year.

#### **Article 45 - Definitive text**

This CLA has been translated into English and French from the original German text. In the event of any contradiction or confusion, the original German text shall prevail.

#### **Article 46 - Annexes**

The annexes referred to in this CLA form an integral part hereof.



**Annex 1 to the CLA for SWISS Ground Personnel in Switzerland effective 1 January 2018**

**Salary**

*This document is a translation of the original German text.  
In all matters of interpretation, the original German shall prevail.*

The general part of this document (Part 1) outlines SWISS's salary principles, which apply to all employees subject to the Collective Labour Agreement for SWISS Ground Personnel in Switzerland. This general part is supplemented by specific salary provisions for the Technical Division and Operations Steering (Part 2) and specific salary provisions for all other SWISS units (Part 3).

**1 General**

1.1 The salary model

All the work functions at SWISS covered by this CLA have been assimilated into a salary model. This salary model contains the following features that have been agreed between SWISS and its staff associations:

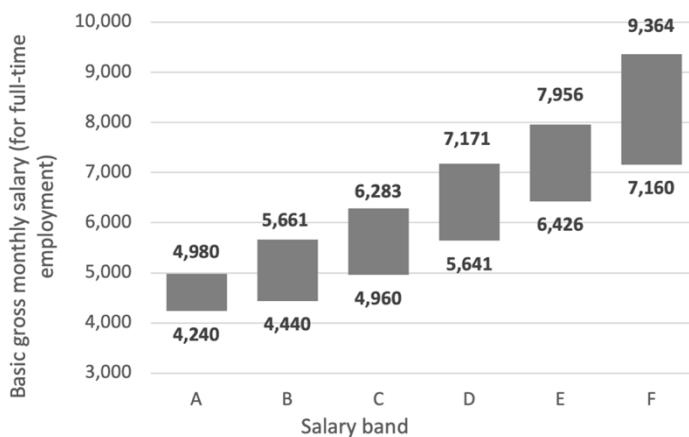
- a) a competency grid including any further conditions and/or additional functions (see Parts 2 and 3)
- b) salary bands including the criteria for assigning a function to a salary band (see Parts 2 and 3)
- c) the principles for further development within a salary band
- d) the principles for a change of function.

Every function is provided with an extensive job description (a form for which is available on the SWISS Intranet). This job description and the relevant competency grid are then used to assign the function concerned to its salary band.

The components of the salary are:

- the basic salary
- the Zurich/Geneva local allowance as specified in the CLA
- any function or qualification-based allowances (such as a licence allowance)
- the variable compensation.

From 1 January 2025 the corresponding **basic gross monthly salaries** (in CHF) shall be:



Salary band	Minimum	Maximum
<b>A</b>	4,240	4,980
<b>B</b>	4,440	5,661
<b>C</b>	4,960	6,283
<b>D</b>	5,641	7,171
<b>E</b>	6,426	7,956
<b>F</b>	7,160	9,364

## 1.2 Salary band assignment and placement within a salary band

- a) For the salary band assignment of functions in the Technical Division and Operations Steering, see Part 2. For all other units, see Part 3.
- b) The placement of a function within a salary band shall be based on comparisons with internal and external market data (for the Swiss employment market). This process shall also pay due regard to:
  - any additional functions
  - a SWISSwide comparison of the competencies involved (scope of responsibilities, range of duties, any management/leadership responsibility etc.):
    - o within the same function at the same function level and in the same salary band
    - o with similar functions at the same function level and in the same salary band
    - o within the team or unit.
- c) The employee's individual placement within their salary band will also pay due regard to their experience and age.

## 1.3 Salary development

Development within a salary band is basically possible as follows:

- a) Through the annual salary negotiations (CLA Article 12)  
The contractual parties to the CLA conduct annual negotiations on possible increases to existing salaries. These negotiations determine both the size of any such increases and the criteria for the distribution of any additional salary amount agreed. In these endeavours, the contractual parties strive to ensure that part of such an amount is devoted to across-the-board salary increases and part to individual upward adjustments.
- b) Through exceptional salary increases  
Exceptional salary increases for specific employees can be discussed at any time by the employee's immediate superior and their HR Consultant and duly requested if appropriate. The decision on whether to grant such an exceptional salary increase rests with the member of the Management Board responsible and the Head of Human Resources.  
The criteria considered in cases of possible exceptional salary increases are:
  - o a SWISSwide comparison of the scope of responsibilities, the range of duties and any management/leadership responsibility:
    - within the same function at the same function level and in the same salary band
    - with similar functions at the same function level and in the same salary band
    - within the team or unit
  - o any expansion of the job profile and/or change of function (of less than 30%).

## 1.4 Major change of function

In the event of a major expansion of an employee's job profile, a major change to the content of their function (affecting 30% or more of their previous duties) or a change of the function itself, the new function and the employee will be newly assessed in salary band and salary terms.

## 2 Technical Division and Operations Steering

### 2.1 Function level assignment: the competency grid

All the functions in the Technical Division and in Operations Steering that are subject to this CLA have been assigned to one of four function levels – Specialist, Expert, Advanced Expert or Senior Expert – using the competency grid below. In each case, the precise demands of the function have been determined using a set of five criteria.

THE COMPETENCY GRID				
Minimum criteria for direct entry per function level	Specialist	Expert	Advanced Expert	Senior Expert
<b>Education</b>	<ul style="list-style-type: none"> <li>Training completed or lateral entry with work experience (not necessarily in future area of activity)</li> </ul>	<ul style="list-style-type: none"> <li>(Professional) training completed plus at least <b>two years</b> of relevant practical experience</li> <li>Or internally*: at least <b>two years</b> as a Specialist</li> </ul>	<ul style="list-style-type: none"> <li>Training completed plus at least <b>three years**</b> of relevant work experience</li> <li>Or: higher qualification (at least Bachelor's degree)</li> <li>Or internally*: at least <b>two years</b> as an Expert</li> </ul>	<ul style="list-style-type: none"> <li>Training completed plus at least <b>five years</b> of relevant work experience</li> <li>Or: higher qualification (at least Master's degree)</li> <li>Or internally*: at least <b>three years</b> as an Advanced Expert</li> </ul>
<b>Nature of work</b>	<ul style="list-style-type: none"> <li>Predefined routine work; repetitive tasks in a closely-delimited work area</li> <li>No decision-making scope</li> <li>Supporting implementation role</li> </ul>	<ul style="list-style-type: none"> <li>Low level of complexity</li> <li>Largely standardized tasks</li> <li>Extensive task-specific knowledge and skills required</li> <li>Limited decision-making scope</li> <li>Supporting implementation role with more responsibility and initiative than Specialist</li> </ul>	<ul style="list-style-type: none"> <li>Medium degree of complexity</li> <li>Little standardization of tasks</li> <li>Additional task-specific knowledge and skills required (compared to Expert)</li> <li>Medium decision-making scope</li> <li>Implementation of tasks</li> <li>(Technical Division: Lead: Technical/Disciplinary Leadership)</li> </ul>	<ul style="list-style-type: none"> <li>Wide range of tasks, high degree of complexity, innovation and development in own work area</li> <li>Inducting/mentoring other employees</li> <li>High degree of freedom</li> <li>Further development and optimizations in work area</li> <li>(Technical Division: Lead: Technical/Disciplinary Leadership)</li> </ul>
<b>Technical knowledge</b>	<ul style="list-style-type: none"> <li>General technical knowledge and understanding of processes in own work area</li> </ul>	<ul style="list-style-type: none"> <li>Extended technical knowledge and understanding of processes in own work area</li> </ul>	<ul style="list-style-type: none"> <li>Comprehensive and profound technical knowledge and understanding of processes in own work area</li> </ul>	<ul style="list-style-type: none"> <li>Comprehensive technical knowledge and understanding of processes within and beyond own unit</li> </ul>
<b>Further education</b> (not a prerequisite; can be undertaken in the function)			<ul style="list-style-type: none"> <li>(Technical Division: Lead: Leadership Ahead)</li> </ul>	<ul style="list-style-type: none"> <li>Project management training</li> <li>(Technical Division: Lead: Leadership Ahead)</li> </ul>
<b>Personal qualities</b>	<ul style="list-style-type: none"> <li>Openness and curiosity</li> <li>Willingness to learn</li> </ul>	Plus: <ul style="list-style-type: none"> <li>Ability to work autonomously</li> </ul>	Plus: <ul style="list-style-type: none"> <li>Willingness to take decisions</li> <li>Conflict management skills</li> <li>(Technical Division: Lead: Willingness to Lead)</li> </ul>	Plus: <ul style="list-style-type: none"> <li>Optimization drive</li> <li>Entrepreneurial thinking</li> <li>Mastery of complexity</li> <li>(Technical Division: Lead: Leadership Experience)</li> </ul>
<b>Performance</b>	* Internal development to the next function level within the same function is only possible if the function extends over more than one level and a free position is available under the quantity structure. ** depends on area of activity (e.g. licence requirement in the Technical Division)			

### 2.2 Assignment to salary bands

Each of these four function levels is basically assigned to a salary band ranging from A to F (see Part 1).

ASSIGNMENT OF FUNCTION LEVELS TO SALARY BANDS				
Function level	Specialist	Expert	Advanced Expert	Senior Expert
<b>Salary band</b>	A, <b>B</b> or C	B, <b>C</b> or D	C, <b>D</b> or E	D, <b>E</b> or F

The salary band shown in bold is the **standard** salary band for the function level concerned. Any deviations from this must be warranted and justified in writing.

If a function extends over two function levels, the employee concerned may progress from one function level to the next. They may only do so, however, provided:

- they meet the minimum requirements of the higher function level;
- there is a free position (under the quantity structure) at the higher function level in the function concerned;
- any further criteria (such as additional duties) are met.

### 3 Other units

#### 3.1 Function assignment: the competency grid

All the functions in other areas at SWISS which are covered by this CLA shall be assigned to their salary band using the following competency grid. Six criteria are used here to determine the specific job requirements of the function concerned, and each of these is divided into five requirement levels.

THE COMPETENCY GRID	
<b>TECHNICAL KNOWLEDGE AND WORK EXPERIENCE</b>	
1	Basic knowledge acquired on the job to date
2	Basic knowledge acquired through completed vocational apprenticeship <b>or</b> several years of work experience plus additional on-the-job training
3	Advanced knowledge within a specialist field, acquired through completed vocational apprenticeship <b>plus</b> at least two years of work experience <b>or</b> entered the profession from HF or FH/university
4	Advanced knowledge within a specialist field, acquired through a college of higher vocational education and training (HF) qualification plus five years of work experience <b>or</b> a university/FH degree plus two years of work experience
5	Advanced (university/FH) knowledge within a specialist field <b>plus</b> five years of work experience <b>or</b> at least ten years of work experience as an acknowledged specialist in the field with both theoretical and practical background expertise
<b>COMPLEXITY OF TASKS</b>	
1	Standardized tasks, low complexity, predefined problem-solving
2	Similar tasks, low complexity, problem-solving through selection from a range of established approaches
3	Differing tasks, medium complexity, flexibility and versatility required in problem-solving activities
4	Wide range of tasks, medium to high complexity, interdisciplinary problem-solving through intensified analyses and interpretations
5	Wide range of tasks, high complexity, problem-solving requires intensive clarification, combinatory and innovative thinking and new approaches
<b>AUTONOMY</b>	
1	Little autonomy through standardized workflows
2	Medium autonomy through non-standardized workflows
3	Medium to high autonomy through non-standardized workflows and some self-defined processes
4	High autonomy through frequent own decisions and largely autonomous choice of path to achieve objective
5	High autonomy through own decisions on type of service to be provided and fulfilment of complex tasks
<b>INFLUENCE AND RESPONSIBILITY</b>	
1	Influence and responsibility limited to own position
2	Limited influence with impact on others; low responsibility through preparatory, supporting and documenting tasks that enable others to perform their work
3	Influence through co-designing, advising and interpreting; responsibility through preparing decision-making documentation for processes, workflows and decisions by third parties and customers
4	Influence on a large area by providing analyses and presenting alternatives; direct influence on and assumption of responsibility for own and others' work
5	Substantial influence within and beyond own area of activity through direct participation in decisions, with resulting assumption of direct co-responsibility
<b>COMMUNICATIONS</b>	
1	Communicates simple content within own area of activity
2	Communicates complex content within own area of activity
3	Communicates complex content within and beyond own area of activity; processes information and passes it on to various (internal and external) groups
4	Effects challenging communications of complex content; passes on knowledge in demanding fields to various (internal and external) groups
5	Effects challenging communications of complex content, including negotiations with third parties requiring diplomacy and negotiating skills; passes on knowledge in demanding fields to various (internal and external) groups
<b>PERSONNEL MANAGEMENT AND TECHNICAL LEADERSHIP</b>	
1	No personnel management or technical leadership
2	No personnel management but technical leadership through instruction (e.g. teaching interns or apprentices, instructor duties)
3	Personnel management of up to five persons <b>or</b> technical leadership through project management in own technical field
4	Personnel management of six to ten persons <b>or</b> technical leadership through interdisciplinary project management
5	Personnel management of more than ten persons <b>plus</b> technical leadership through challenging interdisciplinary project management

### 3.2 Assignment to salary bands

Each requirement level has a value of one to five points. The total points from the six job requirement criteria are used to assign the function to its salary band. Half-points (e.g. 3.5) may also be awarded if an assessment of a criterion seems to fall between two requirement levels.

ASSIGNMENT OF FUNCTIONS TO SALARY BANDS						
<b>Total points</b>	9.5 or less	10 to 12.5	13 to 16.5	17 to 20.5	21 to 24.5	25 or more
<b>Salary band</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>

# Annex 2

## Work and Rest Hours Regulations

valid for all Swiss-based employees of

### SWISS

SEV-GATA    PUSH    Kaufmännischer Verband    VPOD Air Transport Section

**effective 1 January 2018**

These Regulations supersede all previous versions thereof.

*This document is a translation of the original German text.  
In all matters of interpretation, the original German shall prevail.*

These Work and Rest Hours Regulations supplement the 2018 Collective Labour Agreement for Ground Personnel (hereinafter referred to as “the CLA for Ground Personnel”), to which they form Annex 2, and are intended to serve as a help and guide in the devising of work rosters and the clarification of workhours and rest hours issues.

The first part of these Regulations delimits their applicability, defines commonly-used terms and specifies the workhours planning principles applied.

The second part presents the relevant work and rest hours provisions of the Swiss Federal Employment Act (FEA) and its ordinances, together with any supplementary agreements between the parties to the CLA for Ground Personnel which deviate from the same. All such supplementary agreements are presented with a coloured background and marked “Supplementary agreement”. These are the only provisions which may deviate from those of Swiss employment law.

The final part presents the provisions on the procedures to be followed in the event of absence from work, and the observance of the same in all workhours calculations.

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# A. General provisions and definitions

## 1. Applicability

These Work and Rest Hours Regulations apply to all those employees of Swiss International Air Lines Ltd. and Swiss Global Air Lines Ltd. (hereinafter jointly referred to as “SWISS”) who are based in Switzerland and are subject to the CLA for Ground Personnel.

## 2. Definition of terms used and special remarks

### Aviation ground personnel (as per SECO guide to FEA Ordinance 2 Article 47)

Aviation ground personnel are those employees who perform services that directly or indirectly ensure the continued provision of regular flight operations. This does not by any means extend to all the employees of an airline, an airport or any other aviation-related company or operation. It includes, for example, all the employees directly involved with the handling or care of aircraft, crews, passengers, cargo and baggage. It also includes employees who manage or monitor air traffic and those who prepare and provide the information essential to the performance of such activities. It further includes the personnel responsible for the daily or short-notice maintenance (servicing, minor repairs) and for the cleaning of aircraft, of other facilities which air transport requires (such as runways) and of other infrastructural installations. Aviation ground personnel do not include the other personnel active in these areas (such as administrative personnel).

### Calendar week/ planning week

Monday to Sunday.

### Daytime, evening and night hours

	For employees with <b>regular</b> working hours (under their contract of employment)	For employees with <b>irregular</b> working hours (under their contract of employment)
<b>Daytime hours</b>	06:00 to 20:00	07:00 to 21:00
<b>Evening hours</b>	20:00 to 23:00	21:00 to 24:00
<b>Night hours</b>	23:00 to 06:00*)	24:00 to 07:00

\*) Employees with regular working hours are not permitted to work at night.

### Disruption to operations

Any noticeable disruption of work processes affecting key operating functions and the smooth performance thereof (i.e. not only relating to flight operations).

### Duty travel time

The time spent travelling from the regular workplace to an external place of work and back, not including the time spent at the external place of work.

### Employee with family obligations

An employee raising a child or children under 15 and/or looking after a relative or other person close to them who requires nursing care.

<b>Exceptional overtime</b>	Any additional hours exceptionally worked beyond the maximum weekly working hours permitted by law.
<b>Normal working hours</b>	Monday to Friday working, with Saturday and Sunday free.
<b>On-call duty</b>	An employee keeping themselves available outside normal working hours to be deployed if necessary to rectify a malfunction, assist in an emergency, conduct short-notice checks or inspections or for similar special events (FEA Ordinance 1 Article 14, Paragraph 1).
<b>Ordinary overtime</b>	Any hours worked in excess of the employee's contractually-agreed weekly working hours up to the maximum weekly working hours permitted by law (45/50).
<b>Rostering</b>	Assigning duty deployments to individual employees.
<b>Round-the-clock operation</b>	A workhours system <ul style="list-style-type: none"> <li>a. in which shiftwork is performed 24 hours a day and seven days a week and</li> <li>b. which features multiple shifts, all of which the employee will basically work over time. (FEA Ordinance 1 Article 36).</li> </ul>
<b>Shift operation/shiftwork</b>	Work in two, three or more shifts with interruptions. Shiftwork is performed if two or more groups of employees work at the same workplace in turns, at different times and according to a precise timetable (FEA Ordinance 1 Article 34).
<b>Sunday work</b>	Work performed on a Sunday or a public holiday designated as such in the CLA and falling on a working day. For SWISS the Sunday period extends from 00:00 to 24:00.
<b>Workplan (basic plan)</b>	Directory of possible workhours options = turn plan.
<b>Younger employees</b>	Employees under 19 and apprentices under 20. Younger employees are not permitted to work nights or Sundays without a corresponding work permit from the relevant authorities.

### 3. Workhours planning

New workplans (basic plans) or changes to existing workplans introducing nightwork, Sunday work, shiftwork or round-the-clock operations and/or extending working hours may only be adopted with the agreement of Human Resources. All such new and changed workplans must be communicated to the employees concerned at least 14 days before they enter into effect, via noticeboards or printed circular communications.

In all adjustments to workplans, the employees concerned are entitled to make suggestions of their own. Responsibility for ensuring that all legal requirements are duly and fully observed rests with Human Resources and the employees' superiors.

**3.1. Rostering**

All allocations of daily work assignments to individual employees shall pay due and full regard to ensuring a fair and equal allocation of early, middle, late and night deployments. Particular regard should be paid here to employees with family obligations. Requests from employees should also be accommodated as far as operating needs permit. All rosters must be signed by the superior or their delegate.

**3.2. Changes to rosters**

Rosters may only be changed with due and full regard to the 14-day employee notification period. If a roster has to be changed at short notice for urgent reasons, the employees affected must be informed of this quickly, directly and comprehensively (FEA Ordinance 1 Article 69, Paragraph 1).

The rosters of employees with family obligations may only be changed at short notice with the agreement of the employee concerned, and only if no other solution can be found which may reasonably be adopted for the company's operations.

**3.3. Shift changes for two-shift, three-shift or more than three-shift operations**

All shift changes must be forward, i.e. from early to late or from late to night. Backward shift changes are exceptionally permitted, however, provided this results in regularly giving the employee concerned longer weekly rest hours of three or more days (FEA Ordinance 1 Article 34, Paragraph 4).

**3.4. Short-notice deployment during free time or rest day (outside the rest hours required by law) ordered less than 72 hours in advance of the unplanned deployment**

In some instances it is impossible to avoid ordering employees into work from their free time or a rest day at short notice to meet operating needs. Such deployments should not become the rule, however, and should only be undertaken in exceptional cases and within units which have been correspondingly acknowledged by Human Resources. In such cases:

- The superior will decide that, for operational reasons (such as absences through illness or accident or special operating situations), employees must be asked to come into work at short notice.
- The call to work must be on an otherwise non-working day and must be (or have been) unforeseeable.
- The CLA employee concerned will have a further three working hours added to the hours they actually work. In ATOSS terms, these three additional working hours must be entered in the daily adjustment section with the time pair code (possibly with an appropriate comment, too).
- This additional time credit will be awarded in the form of time off or, if the employee currently has a minus in their workhours account, the credit will be used to reduce this minus amount.
- Any such time off must be taken in consultation with the employee's superior.
- Exceptional overtime (i.e. hours worked beyond the weekly maximum permitted by law) may not exceed 170 hours in any calendar year for a maximum working week of 45 hours, or 140 hours in any calendar year for a maximum working week of 50 hours.
- The above provisions do not apply in cases of changes of shift plan or on-call duty assignments.
- The above provisions do not apply to any additional work assignments ordered more than 72 hours in advance.

## **B. Provisions of the Swiss Federal Employment Act, FEA Ordinances 1-5 and the Swiss Code of Obligations and supplementary agreements to the CLA for Ground Personnel**

### **4. Weekly working and rest hours**

#### **4.1. Contractual weekly working hours**

Weekly working hours are as specified in Article 25 of the CLA for Ground Personnel.

#### **4.2. Maximum weekly working hours permitted by law**

Under the Swiss Federal Employment Act (FEA), no more than 45 hours a week may be worked by employees in industrial concerns and in office functions, and no more than 50 hours a week by all other employees.

Weekly working hours begin on Monday (or the night of Sunday to Monday in the case of multi-shift systems) and end on Sunday (FEA Ordinance 1 Article 16, Paragraph 1).

#### **4.2.1. Deviations from the above permissible by law (FEA Ordinance 1 Article 22, Paragraph 2)**

The legal maximum weekly working hours may be exceeded as follows:

- a) in operations with normal working hours or shiftwork (with a legal maximum working week of 45 hours): up to a maximum of 49 hours per week in order to cope with peak work volumes.

The maximum weekly working hours may be increased (provided the five-day week is maintained as an average within the calendar year) to:  
**47** hours per week, as long as an average of **45** hours is maintained over an **eight**-week period, or **49** hours per week, as long as an average of **45** hours is maintained over a **four**-week period.

- b) in round-the-clock operations: up to a maximum of 52 hours for specific periods of seven consecutive days (FEA Ordinance 1 Article 38, Paragraph 2).

#### **4.2.2. Supplementary agreement to FEA Article 9, Paragraph 3 and FEA Ordinance 1 Article 22, Paragraph 2**

In parts of the company with normal working hours, shiftwork or round-the-clock operations, any exceedance of the maximum weekly working hours permitted by law must still result in average weekly working hours remaining within the maxima specified in the applicable CLA over a 16-week period.

#### **4.3. Five-day week**

Weekly working hours shall generally be spread over a five-day period.

#### **4.3.1. Deviations from the above permissible by law**

In parts of an operation with normal working hours and shiftwork, work may be performed by an employee on six consecutive days, provided the legal maximum 5½-day working week is maintained on average within a four-week period (FEA Article 21, FEA Ordinance 1 Article 20).

#### **4.3.2. Supplementary agreement to FEA Article 21 and FEA Ordinance 1 Article 20**

An average five-day week must be maintained within a 16-week period.

#### **4.4. Weekly rest hours**

##### **4.4.1. Minimum entitlement**

Sunday shall basically be the weekly rest day. The weekly rest day and daily rest hours must jointly provide at least 35 consecutive hours of rest (FEA Ordinance 1 Article 21, Paragraphs 1 and 2).

If the weekly rest day is a Sunday or a public holiday, it must extend from 00:00 to 24:00 on the day concerned. This 24-hour rest period may be brought forward or deferred by a maximum of one hour, subject to the agreement of the operation's employee representatives (FEA Article 18, Paragraph 2).

##### **4.4.2. Supplementary agreement to FEA Ordinance 1 Article 21, Paragraph 2**

In cases in which two consecutive rest days are granted, the total rest time must amount to at least 59 consecutive hours. For every further rest day added to this, this minimum consecutive rest hours provision will increase by a further 24 hours.

## 5. Daily working and rest hours

Daily working hours may vary from weekday to weekday.

### 5.1. Normal working hours

The daytime and evening work of the individual employee (including breaks and overtime) must lie within a 14-hour period (FEA Article 10, Paragraph 3).

### 5.2. Two-shift operations within the daytime and evening work parameters

In cases of two-shift daytime and evening work (i.e. no work within the night hours period), no single shift (including breaks) may be longer than 11 hours (FEA Ordinance 1 Article 34, Paragraph 3).

#### **Extension of the period within which daytime and evening work must lie (FEA Ordinance 2 Article 5):**

The period within which the daytime and evening work of the individual employee (including breaks and overtime) must lie may be extended to a maximum of 17 hours, provided an average of at least 12 consecutive rest hours a day is maintained for the calendar week. In such cases, a minimum of eight consecutive daily rest hours must always be granted between two work duties. Such extension may only be made to avoid or rectify irregularities in or disruptions to flight operations (FEA Ordinance 2 Article 47, Paragraph 2).

### 5.3. Two-, three- and multi-shift operations with nightwork

In two-, three- and multi-shift operations with nightwork, a maximum of nine hours may be worked in a ten-hour period.

If the nightwork begins after 04:00 or ends before 01:00, the daily working hours must fall within a period of a maximum of 17 hours. If the daily working hours begin before 05:00 or end after 24:00, an average daily rest time of at least 12 hours must be ensured for the calendar week, and no daily rest period between work duties may be of less than eight hours (FEA Ordinance 2 Article 10, Paragraph 3). Such work may only be performed to avoid or rectify irregularities in or disruptions to flight operations (FEA Ordinance 2 Article 47, Paragraph 2).

### 5.4. Round-the-clock operations

In round-the-clock operations, a maximum of nine hours may be worked in a ten-hour period.

In all round-the-clock operations, the provisions of FEA Ordinance 1 Articles 36 to 38 must be duly and fully observed.

### 5.5. Travel to and from work

The time spent travelling to and from work is the employee's own time, and may not be regarded as working hours. (This does not apply in the case of on-call duties.)

### 5.6. Working hours during training

Should the employee have to undergo further training, either on the orders of the employer or to comply with the legal provisions relating to their work, the training time concerned shall be regarded as working hours (FEA Ordinance 1 Article 13, Paragraph 4).

## 5.7. Breaks

Work must be interrupted by breaks of the following minimum lengths (FEA Article 15):

- 15 minutes for a working day of more than 5½ hours
- 30 minutes for a working day of more than seven hours
- 60 minutes for a working day of more than nine hours.

The break should be taken midway through the working day. Should such a break result in a work period of more than 5½ hours before or after it, an additional break shall be granted for this period (FEA Ordinance 1 Article 18, Paragraph 2).

Breaks of more than 30 minutes may be broken up (FEA Ordinance 1 Article 18, Paragraph 3).

Breaks must be scheduled in the corresponding duty plans.

Any break for which the employee is unable to leave their workstation shall be regarded as working hours (FEA Article 15, Paragraph 2).

## 5.8. Minimum rest hours

A rest period of at least 11 hours must be granted between the end of one work duty and the beginning of the next (FEA Article 15a, Paragraph 1).

### 5.8.1. Deviations from the above permissible by law

For adult employees, these minimum rest hours between work duties may be reduced to eight hours (but no less) once in a week, provided the 11-hour minimum is still granted on average over a two-week period (FEA Article 15a, Paragraph 2).

In cases in which the minimum rest hours are reduced from the 11 hours generally required by law, no overtime may be worked in the following work period (FEA Ordinance 1 Article 19, Paragraph 2).

In the case of nightwork, if the daily working hours begin before 05:00 or end after 24:00, an average daily rest period of at least 12 hours must be granted for the calendar week. In such cases, the daily rest period between two work duties must amount to at least eight hours (FEA Ordinance 2 Article 10, Paragraph 3).

The above exceptions may only be made to avoid or rectify irregularities in or disruptions to flight operations (FEA Ordinance 2 Article 47, Paragraph 2).

## 5.9. Sunday work

Work on Sundays is generally prohibited, unless the employee concerned may be classified as aviation ground personnel or appropriate approval for such work has been obtained.

A minimum of **20 work-free Sundays** must be granted in any calendar year, provided the weekly rest hours include at least 59 consecutive hours at least 12 times within the same calendar year. This 59-hour rest period shall comprise daily rest hours plus all Saturday and all Sunday. These work-free Sundays may be spread irregularly throughout the year (FEA Ordinance 2 Article 12, Paragraph 1<sup>bis</sup>).

### 5.9.1. Rest time to compensate for Sunday work

If Sunday work (excluding overtime and nightwork extending into Sunday) lasts longer than five hours, the employee concerned shall be given compensatory rest time on a working day of at least 35 consecutive hours in the preceding or the following week. Such rest time must at least cover the period between 06:00 and 20:00. Sunday work of up to five hours shall be compensated for with the equivalent time off (FEA Article 20, FEA Ordinance 1 Article 21, Paragraph 5).

## 6. Extra hours worked

### 6.1. Ordinary overtime

The working of ordinary overtime is regulated in Article 26 of the CLA for Ground Personnel.

### 6.2. Exceptional overtime

The maximum weekly working hours specified by law may exceptionally be exceeded

- a. in cases of urgent work or exceptional work volumes;
- b. for inventorizing, annual accounting or liquidation purposes;
- c. to avoid or rectify disruptions to operations, provided the employer cannot be reasonably expected to make alternative provisions (FEA Article 12).

As a general rule, exceptional overtime may only be ordered by the employee's superior. The employee is obliged to work such overtime insofar as they are capable of doing so and it may reasonably be assigned to them in good faith. In the case of employees with family obligations, the employee's agreement is required (FEA Article 36, Paragraph 2).

#### 6.2.1. Supplementary agreement

Before ordering exceptional overtime, the employee's superior must first determine whether the additional work concerned could not fully or partly be done by other means, and also whether it is really necessary in operational terms.

Any employee voluntarily working exceptional overtime shall only be entitled to compensation for such work provided it is warranted by circumstances and is approved by their superior.

#### 6.2.2. Supplementary agreement on breaks during exceptional overtime periods

The taking of short breaks or meal breaks during exceptional overtime can substantially sustain the employee's ability to perform. In view of this, a meal break shall be taken if the employee has gone 5½ hours since their last meal break, and shall be counted as part of the exceptional overtime period.

If the employee already knows when starting work that they will be working overtime beyond their regular working hours, a break of at least 60 minutes shall be granted for any total workhours period of more than nine hours.

### 6.3. Annual exceptional overtime maxima

An employee with a legal maximum working week of 45 hours may not work more than 170 hours of exceptional overtime in any calendar year, and an employee with a legal maximum working week of 50 hours may not work more than 140 hours of exceptional overtime in any calendar year (FEA Article 12, Paragraph 2).

### 6.4. Exceptional overtime for employees with normal working hours

Employees working daytime and evening hours and not working shifts may work up to two hours of exceptional overtime per day in addition to their regular working hours. In such cases the total period of regular working hours plus exceptional overtime plus breaks may not exceed 14 hours.

### 6.5. Exceptional overtime for two-, three- and multi-shift operations

Employees working outside daytime and evening hours and employees working Sundays or shifts may not work exceptional overtime (for special cases here, see 6.6. below).



**6.6. Special cases with regard to exceptional overtime (FEA Ordinance 1 Articles 26 and 34)**

Exceptional overtime may also be worked at night and on Sundays, and in exceedance of the maximum daily working hours permitted, in the case of temporary work relating to involuntary emergencies whose effects cannot be countered in any other reasonable way, particularly if:

- a. work results are put at risk, with the threat of disproportionate resulting damage;
- b. on-call staff are required to prevent or rectify damage;
- c. machines, equipment, transport facilities and/or vehicles essential to the maintenance of operations must be rendered usable again following damage or serious malfunction;
- d. disruptions to operations owing directly to *force majeure* must be avoided or rectified;
- e. disruptions to the provision of energy and water and/or disruptions to public or private transport must be avoided or rectified;
- f. the otherwise unavoidable spoilage of goods (particularly raw materials and food) must be prevented with no resulting increase in production;
- g. immediate action must be taken to preserve the life and health of humans and/or animals and/or to avoid damage to the environment.

**N.B.** Shiftwork employees may work exceptional overtime on work-free working days, provided they are not taking any legally-required rest hours or compensatory rest hours at the time.

All exceptional overtime worked in special cases must be credited to the exceptional overtime account of the employee concerned.

**6.7. Exceptional overtime over longer periods**

Longer periods of exceptional overtime should be avoided wherever possible.

Should a longer period of exceptional overtime be required, the superior concerned shall ensure that the employee performing it remains reliably able to do so. Should the superior determine a higher risk of accident or a possible decline in work quality (e.g. in flight safety terms), the employee should be relieved of such duties. In such cases, the superior's assessment should not be based on the views of the employee alone, and the employee may be forced to cease such work even if they personally feel that they are able to continue.

**6.8. Supplementary agreement on minus hours relating to FEA Article 11 and FEA Ordinance 1 Article 24, Paragraph 1**

**a) Operational minus hours**

Operational minus hours may only be ordered if there is a shortage of the work concerned owing to operational irregularities or disruptions.

Minus hours may not be ordered if the shortage of the work concerned is due to factors other than operational irregularities or disruptions.

Operational minus hours may be ordered not only in those operating units in which the operational irregularity or disruption occurs or has its origins, but in any unit affected by the same.

Any minus hours ordered should be made up for within the next 14 weeks. If not made up for within 12 months, they shall automatically lapse at the company's expense (FEA Ordinance 1 Article 24).

**b) Private minus hours**

Private minus hours shall only arise if the employee does not have any previously-worked ordinary overtime to compensate for.

The hours worked to compensate for such minus hours shall be regarded as exceptional overtime. This shall not apply, however, to any workhours reschedulings agreed between the employee and their superior.

Absences for private reasons that are granted with no salary reduction (doctor's visits, appointments with the authorities and similar, all to a reasonable degree) shall not result in minus hours for the employee. The employee shall only be entitled to their salary for the time concerned, however, provided the absence is both necessary and explained, and cannot be arranged in the employee's non-working hours.

**6.9. Daily rest hours**

If the prescribed rest period of 11 hours (12 for nightwork or work duties of more than nine hours) or eight hours respectively has been granted between the end of one work duty and the start of an unforeseen new work duty, the employee will first work the working hours envisaged under their duty plan for the working day immediately thereafter before any exceptional overtime begins.

Once the employee has finished their exceptional overtime, a daily rest period of at least 11 hours shall be granted, or eight hours if the exceptional overtime was worked in response to a disruption to operations. If their observance of this minimum rest period results in beginning their next work duty later than originally planned, the missed working hours shall be regarded as compensation for the ordinary overtime worked in the previous rest hours period. If the missed working hours exceed the ordinary overtime worked in the previous rest hours period, the excess hours will not be regarded as minus hours or as compensation hours for previous ordinary overtime, but will be regarded as working hours.

**6.10. Compensating for exceptional overtime**

The employer may compensate the employee – with the latter's consent – for exceptional overtime worked by granting them time off of at least the same duration within an appropriate timeframe (14 weeks), unless the employer and the employee agree a longer such timeframe of 12 months at the most (FEA Article 13, Paragraph 2 and FEA Ordinance 1 Article 25, Paragraph 2).

Exceptional overtime worked on a weekly free half-day must be compensated for within four weeks (FEA Ordinance 1 Article 20, Paragraph 3).

If exceptional overtime worked in response to a special situation results in an exceedance of the maximum daily workhours normally permitted, that part of the exceptional overtime which exceeds this daily maximum must be compensated for by time off of the same duration within six weeks (FEA Ordinance 1 Article 26, Paragraph 2).

Exceptional overtime worked on a Sunday must be compensated for within two weeks (FEA Ordinance 1 Article 26, Paragraph 2). This provision is also subject to the provisions of FEA Article 20, Paragraph 3.

## **7. On-call duty**

### **7.1. Timeframe**

The employee may be placed on-call (or perform on-call duties) for a maximum of seven days within any four-week period. After completing their last such on-call duty, the employee may not be placed on-call for the next two weeks (FEA Ordinance 1 Article 14, Paragraph 2).

#### **7.1.1. Legal exception**

In cases in which the operation does not have sufficient personnel resources as a result of its size and structure, the employee may be placed on-call for a maximum of 14 days in a four-week period, and may work an annual average of up to five on-call assignments per month (FEA Ordinance 1 Article 14, Paragraph 3).

### **7.2. Daily rest hours**

Daily rest hours may be interrupted by on-call assignments but must still amount to 11 hours (exceptionally eight hours) in total. If rest hours are interrupted by an on-call assignment, the employee must still be left with at least four consecutive rest hours for the remaining part-rest hours to be so combined. If this minimum of four consecutive rest hours can no longer be granted as a result of such on-call assignment, the employee must be granted daily rest hours of 11 hours (exceptionally eight hours) immediately after their last assignment (FEA Ordinance 1 Article 19, Paragraph 3).

### **7.3. Addition to working hours**

If the on-call duty period is served at the workplace, the full period shall be regarded as working hours (FEA Ordinance 1 Article 15, Paragraph 1).

If the on-call duty period is served away from the workplace, it shall be regarded as working hours to the extent that the employee is actually called up to work. In such an event, the employee's journey to and from the workplace shall also be regarded as working hours (FEA Ordinance 1 Article 15, Paragraph 2).

### **7.4. Employees with family obligations**

Employees with family obligations may only be called up for unscheduled special work assignments (such as following a colleague's accident or illness) with their express consent.

## **8. Nightwork**

### **8.1. Work assignments**

Nightwork shall be regarded as any work assignment between 23:00 and 06:00 for employees with regular working hours under their written contract of employment, or between 24:00 and 07:00 for employees with irregular working hours under their written contract of employment. Such work is prohibited unless the employee concerned can be classified as aviation ground personnel or a corresponding approval has been obtained.

### **8.2. Salary and time supplements**

Temporary nightwork shall entitle the employee to a 25% salary supplement up to 25 such assignments (FEA Article 17b, Paragraph 1).

Permanent or recurrent nightwork shall entitle the employee to a 10% time-off supplement, which shall be granted within 12 months. Regular nightwork of up to one hour in the late evening or early morning may be compensated for in salary supplement form (FEA Article 17b, Paragraph 2).

## 9. Enforcement

### 9.1. Application and interpretation

Contacts with the authorities by the employee or their superior on issues regarding the application and interpretation of the provisions of these Work and Rest Hours Regulations are the responsibility of Human Resources or the employee's representatives (their staff association or the PEKO Staff Commission).

Any planned visit to the company by the authorities in this regard must be communicated to Human Resources and the PEKO.

Human Resources will assist and advise the superior, and shall be consulted in the event of any uncertainty over the application and/or interpretation of provisions of these Regulations, and particularly in borderline cases. Deviations may only be made from the provisions of these Regulations with the approval of Human Resources.

### 9.2. Documentation for the enforcing authorities (FEA Ordinance 1 Article 73)

Company documentation shall contain all the details required to ensure the enforcement of Swiss employment law, and in particular:

- a. the employee's personal details;
- b. the nature of the employee's work and their joining and/or leaving dates;
- c. the employee's daily and weekly working hours (including compensatory and exceptional overtime hours) and their position;
- d. the weekly rest days (or compensatory rest days) granted, if these do not regularly fall on a Sunday;
- e. the length and arrangement of all breaks of 30 minutes or more;
- f. any company deviations from the definitions of daytime work, nightwork and Sunday work as specified in FEA Articles 10, 17 and 18;
- g. the provisions regarding time-off supplements as specified in FEA Article 17b, Paragraphs 2 and 3;
- h. the salary and/or time-off supplements due by law;
- i. the results of any medical examinations to determine fitness to perform nightwork or to work while pregnant;
- j. records of any reasons for unfitness to work while pregnant or the results of the corresponding risk assessment and the workplace actions taken in response to the same.

Upon expiration of its validity, all such documentation must be retained by the company for at least a further five years.

The enforcement and supervisory authorities may also inspect any further company documentation which they require to perform their mandated duties. The authorities concerned may also remove such documentation from company premises if required for their inquiries. Any documentation so removed must be returned to the company once such inquiries are complete (FEA Ordinance 1 Article 73).

### 9.3. Access to company premises

The employer shall grant the enforcement and supervisory authorities access to all parts of the company's premises including meal rooms, break rooms and any accommodation provided.

The enforcement and supervisory authorities are also empowered, as part of their mandated duties, to question the employer and (without the assignment of any third party) the company's employees on the enforcement of the law and its ordinances and orders (FEA Ordinance 1 Article 72).

### 9.4. Failure to comply with this directive

Failure to comply with the provisions of this directive may result in criminal proceedings against the person responsible for its observance and implementation (FEA Article 59).

## **10. Absence procedures and associated workhours calculations**

### **10.1. Illness or accident**

Should the employee suffer an illness or accident resulting in an absence of up to three working days, their superior shall be informed. Should such an absence last more than three working days, a doctor's note must also be obtained and sent or given to the employee's immediate superior. In warranted exceptional cases, SWISS may also demand that such a doctor's note be provided from the first day of absence onwards.

### **10.2. Public office**

SWISS basically supports the holding of public office.

For social offices (church, care, school board) up to five half-working days a year may be taken as paid absences to perform the office concerned.

For political offices (National Council, Council of States, cantonal parliament, local council) reference is made to the corresponding internal directive.

For other paid offices, the time required may be taken off and debited to the employee's ordinary overtime account.

### **10.3. Visits to the doctor or dentist**

Visits to the doctor or dentist should generally be arranged for the peripheral hours. In the case of such visits, the resulting absence from work will be regarded as working hours up to the employee's regular daily working hours, up to a maximum aggregate absence of 12 working hours per year. Any such absences beyond this aggregate amount shall be debited to the employee's ordinary overtime account. In special and hardship cases, this annual absence allowance may be increased, subject to the provision of appropriate medical confirmation.

### **10.4. Time credits for part-time employees**

The working hours to be credited for full-day, half-day or shorter paid absences by employees working less than full-time will be calculated on the basis of their percentage degree of employment.

### **10.5. Unpaid leave (UBU)**

Unpaid leave may – subject to economic viability – also be taken of as little as a day (and a maximum of six months). All unpaid leave must be requested by the employee and approved by their superior. The completed form must be sent to Human Resources.

Unpaid leave will not result in any reduction of the employee's annual vacation entitlement unless the aggregate amount of their unpaid leave reaches one working month or more within a calendar year. In such cases, the reduction will be made on a *pro rata* basis and communicated by Human Resources to the employee.

Unpaid leave of several months extending from one calendar year to the next will be regarded as a single absence.

Unpaid leave will reduce the employee's salary amount for the month in which it is taken.

### **10.6. Annual vacation entitlement calculation**

Any involuntary absences of the employee for reasons relating to their person (illness, accident, military service, legal obligations, holding public office – see Article 329b of the Swiss Code of Obligations) shall not affect the employee's annual vacation entitlement for the first 30 days thereof. The employee's annual vacation entitlement will only be reduced if the sum total of such absences exceeds 60 days in a calendar year (i.e. the entitlement will be reduced for one month of absence from the 61<sup>st</sup> day).

In cases of pregnancy, the first 60 days of such absence will not affect the employee's annual vacation entitlement. This entitlement will only be reduced if the sum total of such absences exceeds 90 days in a calendar year (i.e. the entitlement will be reduced for one month of absence from the 91<sup>st</sup> day). For precise details here please see the "Information for mothers-to-be" factsheet.

For every full month of absence resulting in a vacation entitlement reduction, the employee's annual vacation entitlement will be reduced by one-twelfth, with the revised amount rounded up or down to the nearest half-day. All such calculations and reductions will be based on the calendar year.

No gainful work may be engaged in during vacation which would adversely affect the purpose thereof. In the event of any non-observance of this provision, SWISS may reduce the employee's salary during such vacation in proportion to the time spent working for the third party concerned.



## Annex 3 to the CLA for SWISS Ground Personnel in Switzerland effective 1 January 2018

### Licence allowances for aircraft engineers in Line Maintenance Switzerland

*This document is a translation of the original German text.  
In all matters of interpretation, the original German shall prevail.*

#### 1. Background

SWISS will, subject to the provisions below, pay a licence allowance on top of their basic salary to aircraft engineers of Line Maintenance Switzerland (who are based in Switzerland) for the licences they hold, provided the employee concerned has aircraft or engine type entries and/or NDT methods on their licence and provided they are also approved as “certifying staff” within SWISS and are thus able, by virtue of their licence, to sign off maintenance work on aircraft or components on the company’s behalf.

#### 2. Entitlement

A maximum of five (B1- and B2-licensed) type entries or a maximum of four (S Licence) methods entitle the holder of a licence to such allowances.

- In accordance with Part-145 Certification Authorization, licence allowances will only be paid (in 13 monthly instalments per year) for EASA A, EASA B1, EASA B2 and EASA S licences and for NDT licences.
- EASA B1: This licence is a requirement to be classified as a licensed aircraft engineer in Salary Band D. The type entries here will entitle the holder to the following monthly allowances:
  - 1 type entry: licence allowance of CHF 250
  - 2 type entries: licence allowance of CHF 350
  - 3 type entries: licence allowance of CHF 450
  - 4 type entries: licence allowance of CHF 550
  - 5 type entries: licence allowance of CHF 650.
- EASA B2: This licence is a requirement to be classified as a licensed aircraft engineer in Salary Band D. The type entries here will entitle the holder to the following monthly allowances:
  - 1 type entry: licence allowance of CHF 250
  - 2 type entries: licence allowance of CHF 350
  - 3 type entries: licence allowance of CHF 450
  - 4 type entries: licence allowance of CHF 550
  - 5 type entries: licence allowance of CHF 650.
- EASA A: This licence is a requirement to be classified as a task-related aircraft engineer in Salary Band B. An EASA A task licence will no longer entitle its holder to such allowances once they earn their B1/B2 licence. The task entries will entitle the holder to the following monthly allowances:
  - 1 task entry: licence allowance of CHF 100
  - 2 task entries: licence allowance of CHF 200.

- FOCA S (composite plumbers only): This licence is a requirement to be classified as a specialist in Salary Band B. The task entries will entitle the holder to the following monthly allowance:  
A licence allowance of CHF 250.

- EASA C: This licence will entitle the holder to the following monthly allowance:  
A licence allowance of CHF 100.

- NDT licence:

Level 1 Inspector: The following licence allowances will be paid from the first Level 1 entry of a method used by SWISS (combinations with Level 2 allowances are also possible):

- 1 method: a licence allowance of CHF 50
- 2 methods: a licence allowance of CHF 100
- 3 methods: a licence allowance of CHF 150
- 4 methods: a licence allowance of CHF 200.

Level 2 Inspector: The following licence allowances will be paid from the first Level 2 entry of a method used by SWISS (combinations with Level 1 allowances are also possible):

- 1 method: a licence allowance of CHF 100
- 2 methods: a licence allowance of CHF 200
- 3 methods: a licence allowance of CHF 300
- 4 methods: a licence allowance of CHF 400.

Level 3 Inspector: From the first Level 3 entry of a method used by SWISS, the allowances previously paid for Levels 1 and 2 will be integrated into the employee's basic salary, and the following new licence allowances will be paid (for Level 3 entries only):

- 1 method: a licence allowance of CHF 100
- 2 methods: a licence allowance of CHF 200
- 3 methods: a licence allowance of CHF 300
- 4 methods: a licence allowance of CHF 400.

### 3. Qualification-based allowances

- If an employee holds more than one type of licence (such as an EASA B1 and B2 with type entries on both), the licence allowance will be paid as detailed above only for the licence with more such entries. For the second licence held, a flat-rate monthly qualification-based allowance will be paid of:  
for the EASA B1 and EASA B2 licences (with at least one type entry on each): CHF 250.
- Employees (TMC excepted) holding one or more run-up approvals for an aircraft type or types for which they also receive a licence allowance will be paid a flat-rate monthly run-up allowance of CHF 50 (irrespective of the number of such approvals held).
- Employees (TMC excepted) holding one or more boroscope approvals for an aircraft type or types for which they also receive a licence allowance will be paid a flat-rate boroscope allowance of CHF 120.- per month (irrespective of the number of such approvals held).
- Any employee who is qualified to perform work in the fuel tanks of aircraft will be paid a fuel tank allowance amounting to CHF 50 per month.

## 4. Principles

Licence allowances will only be paid for type entries for aircraft that are operated (or are at least regularly maintained) by SWISS. The type entries currently entitling a licence holder to licence allowances at SWISS are listed in Section 5 below. Should SWISS no longer require a particular type entry, this must be communicated to the employees affected at least six months in advance.

The date upon which an employee becomes entitled to a licence allowance or a qualification-based allowance shall be the date of the issue of the internal company approval to use the licence concerned within SWISS, and not the date on the EASA or FOCA licence itself. If the date of the issue of such internal company approval is between the first and the 15th of the month, such entitlement shall begin on the first of that month; if the date of the issue of such internal company approval is between the 16th and the end of the month, such entitlement shall begin on the first of the following month. The issue date concerned shall be regarded as the date of the signature by TM on the relevant Part-145 Certification Authorization form.

In the case of newly-recruited employees, the immediate superior may, together with HR and on the basis of the licence(s) held, decide to classify the individual concerned as a licensed aircraft engineer and place them in the corresponding salary band, even if the licence(s) involved cannot yet be used internally at SWISS upon commencement of employment. In such cases, it will be the responsibility of the employee's immediate superior to ensure that the employee completes the requisite courses within a reasonable time to ensure such internal validity of the licence(s) concerned.

Holders of licences who are employed in administrative functions will only be paid a licence allowance if they are required, in this function, to sign certificates of release to service (CRSs) at least on a case-by-case basis.

Should a licence become invalid, or should SWISS withdraw a licence holder's associated internal approval (for any reason whatsoever), the holder's corresponding entitlement to any licence allowance shall also expire upon the licence's invalidity, upon the deletion of the type entry concerned or upon such withdrawal.

The costs of renewing or expanding an AML licence will be met by SWISS.

During the delivery and service entry of the Bombardier C Series and the parallel withdrawal and disposal of the Avro RJ, the licence allowance will only be paid for one of these aircraft types.

In view of the deferred disposal of the remaining Airbus A340s, the licence allowance will be paid for both the A340 and the Boeing 777 during the latter's delivery and service entry.

## 5. Aircraft types entitling licence holders to licence allowance payments

- 1 BAe 146 / Avro RJ (Avco-Lyc ALF 500 Series)
- 2 Airbus A318/A319/A320/A321 (CFM56)  
Airbus A319/A320/A321 (V2500)
- 3 Airbus A330 (GE CF6)  
Airbus A330 (PW 4000)  
Airbus A330 (RR Trent 700)
- 4 Airbus A340-200/-300 (CFM56)
- 5 Airbus A340-500/-600 (RR Trent 500)
- 6 Boeing 737-300/-400/-500 (CFM56)
- 7 Boeing 737-600/-700/-800/-900 (CFM56)
- 8 Boeing 777-200/-300 (GE 90)  
Boeing 777-200/-300 (PW 4000)  
Boeing 777-200/-300 (RR Trent 800)
- 9 Boeing MD-11
- 10 Airbus A310
- 11 Airbus A380
- 12 Boeing 747-400
- 13 Bombardier C Series (PWC150)
- 14 Bombardier DHC-8-400