

## **Additional Contractual Agreement**

from 21 January 2021

concerning

### **the Collective Employment Agreement of the Stadler Rail Group for the Swiss sites (01.01.2016 – 31.03.2022)**

On the basis of Article 9.5 of the Collective Employment Agreement of the Stadler Rail Group, the undersigned hereby make the following amendments to the Collective Employment Agreement with effect from 1 January 2021 in the light of the new statutory provisions on paternity leave and care leave that came into effect on 1 January 2021.

**Article 20.3, paragraph 2 "Reduction of holiday entitlement"** is amended and reads as follows:

STADLER reserves the right to offset other absences against holidays at it sees fit. Unpaid leave for caring for sick family members and maternity and paternity leave shall not be considered.

**Article 23 "Wage continuation during maternity and paternity leave"** is amended and reads as follows:

- 1 Maternity leave is 18 weeks and can begin – if mutually agreed by STADLER and the employee – 2 weeks before the birth at the earliest.
- 2 The employee's wage will be paid in full for the 18 weeks. Compensation from the Loss of Earnings Compensation Scheme shall accrue to the benefit of STADLER.
- 3 Paternity leave is 10 working days and must be taken within the first 6 months after the birth of the child. The employee's wage for these 10 working days amounts to 80 % of the gross wage but no more than the maximum amount of the Loss of Earnings Compensation Scheme (EO).

**Article 25.1, paragraph 8 "Paid absences"** is amended and reads as follows:

8	For necessary care of a family member or life partner with a health impairment	up to 3 days per case and – with the exception of children – a maximum of 10 days per year
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**Article 29.2, paragraph 2 "Untimely termination"** is amended and reads as follows:

The termination of contract which was declared during the blocked periods defined in the previous paragraph is null and void, but if the termination was declared before the beginning of such a period but the termination period has not lapsed by then, it is interrupted and only continued after the blocked period is over. In the case of paternal leave, the extension corresponds to the number of remaining days of leave and the end of the employment relationship must not be at the end of a month.

### **The Contracting Parties of the Collective Employment Contract of the Stadler Rail Group**

On behalf of the Stadler Rail Group:

Peter Spuhler  
Executive Chairman and Owner

Andrea Finotti  
Head of HR und Payroll

On behalf of the Unia trade union:

Vania Alleva  
President

Matteo Pronzini  
Acting Branch Director of the MEM Industry