

Staff Regulations

Société européenne pour le financement de matériel ferroviaire
Europäische Gesellschaft für die Finanzierung von Eisenbahnmaterial
Società europea per il finanziamento di materiale ferroviario European
Company for the Financing of Railroad Rolling Stock

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APPLICABILITY

These staff regulations apply to all permanent employees (full and part time with an open-ended contract) of EUROFIMA and are part of the respective employment contracts.

Individual contract terms supersede these regulations.

The Swiss Code of Obligations (OR) and the Swiss Labor/Employment Law (ArG) apply in a subsidiary manner.

1. ENGAGEMENT

1.1. Selection procedures

Selection procedures are conducted in a transparent manner while ensuring the confidentiality of proceedings and the protection of personal data. They comply, in particular with the principles of non-discrimination and equal treatment.

EUROFIMA put emphasis on personal and professional qualifications and experience in its selection process and promotes a balanced distribution of nationalities, gender and age.

1.2. Equality and non-discrimination

EUROFIMA promotes a balanced diversity and equal treatment among employees and seeks to ensure that everyone is treated with respect, has equal opportunities to make the most of their professional development and talents, and feels valued. It puts emphasis on preventing discrimination and intervenes if an employee is harassed in any way.

No employee shall be unjustifiably discriminated on the basis of inter alia sex, age, nationality, ethnic origin family status, religion, health, political activities/views or for any other comparable circumstances.

1.3. Protection on duty

EUROFIMA protects its employees by creating a healthy and safe working environment, preventing work-related illness and accidents, maintaining a good working and functional ability of its employees.

1.4. Employment

A written employment contract between the employee and EUROFIMA shall be concluded, either for an indefinite period or a fixed-term period, when employment commences. A new employment contract may be concluded e.g. in connection with a promotion.

1.5. Probationary period

The first three months of employment are subject to a probationary period unless a shorter duration has been agreed. During this period the employment can be terminated within 7 days by written notification.

In case of absence due to illness, accident or performance of a legal duty the probationary period will be extended accordingly.

2. GENERAL RIGHTS AND DUTIES

2.1. Duties

The employee acts in and promotes EUROFIMA's interests. He/she performs his/her duties properly, expeditiously and efficiently, consistent with the principles of integrity, impartiality, loyalty, accountability, discretion and respect. He/she is liable for all damages he/she may cause by intentionally neglecting his/her obligations.

All irregularities within the company or with a counterparty must be reported without delay to the Unit Head and/or the direct line manager and/or the Head of Human Resources in employment related matters. The employee is, alternatively or in parallel, also entitled to consult the internal auditor.

2.2. Absence

In the case of an absence from work (full or half day absence) each employee is required to notify his/her line manager and the Head of HR without delay indicating the reason for such absence (e.g. illness/accident, holidays etc.). The absence has to be indicated by the "out of office" function in the personal calendar.

2.3. Medical certificate

If an absence due to accident or illness lasts longer than three working days, a medical certificate has to be provided to the HR department on the fourth day at the latest. In exceptional cases HR is authorized to ask for a medical certificate if the absence lasts less than three working days. Days of absences (as mentioned above) without a medical certificate will not be paid.

EUROFIMA may have a medical examination carried out at any time during the illness.

2.4. Secrecy obligation

The employee must keep secret all business transactions, data and information coming to his/her knowledge in the course of his/her duties. This obligation also continues after termination of the employment. Moreover, the employee is not allowed to use or copy any documentation, records, data or results of his/her work for other than business purposes. In case of termination of the employment, all records must be returned immediately.

2.5. Gifts or other advantages

Employees are not allowed to accept gifts or invitations exceeding the value of CHF 100.00 (per event; except to events with a professional back-ground like congresses or seminars if its acceptance does not raise conflict of interest concerns). All invitations should be submitted for approval to the line manager.

2.6. Commitment

The employee devotes his/her working time exclusively to EUROFIMA and not to any other business or third party.

Without the explicit written consent of the Management Committee the employee must not engage in any other commercial activity.

2.7. Participation in training costs

EUROFIMA views education as a life-long process that is facilitated with continuous training. The company is committed to encouraging further training and professional development of its

personnel to help them advance in their roles and personal growth. The company therefore supports the training costs.

EUROFIMA supports language training if it is work-related and if fluency in an additional language is required. Language courses will be financially supported if they are held at an official language school that offers the relevant exams. The application procedure is the same as mentioned above.

EUROFIMA encourages its employees to take part in job rotation possibilities across the company's units through cross-functional moves to support their career development. Interested employees discuss such moves with their Unit Heads, the MC and HR so that the necessary steps can be organised.

2.8. Travel

Business trips have to be approved by the line manager.

2.9. Smoking

It is prohibited to smoke inside the office building.

2.10. Performance appraisal

Employees are entitled to an annual job appraisal interview to set objectives and to review the achievement of objectives, the scope for further development and support measures. Such interviews shall be conducted by the respective line manager who shall record their results. The appraisal report shall be part of the employees' personal files.

2.11. Personal file

The HR department keeps a personal file for each employee protected against unauthorized disclosure or unauthorized access. The employee has the right to inspect his/her file any time even after leaving the company. Such administrative files will be retained for a maximum of 10 years after termination of the employment contract.

2.12. Freedom of association

As governed by the Swiss Federal Constitution of 18 April 1999 (Article 28) employees have the right to join together in order to protect their interests, to form associations and to join or not to join such associations. Disputes must wherever possible be resolved through negotiation or mediation. The management of EUROFIMA will always intend to resolve conflicts via communication.

3. WORKING TIME

3.1. Working hours

Working hours are based on an 8-hour working day and a 5-day working week. Working hours may be differing or reduced in special circumstances such as occupational disability or agreed part-time working. The Management and the HR department reserve the right to interfere in case the rules set are neglected and/or the efficient functioning of the business is not guaranteed.

A lunch break of at least 30 minutes must be taken.

EUROFIMA understands and promotes an environment of good work-life balance. Thus, EUROFIMA encourages its employees to follow the 8-hour working day.

3.2. **Overtime**

Overtime can only be reclaimed if ordered and signed by the Unit Head/line manager

Overtime has to be compensated within 6 months by free time of equal duration. As an exception, and if the overtime cannot be compensated by time off, EUROFIMA will reimburse the employee without any supplementary charge.

For the Management, Unit Heads and employees with a respective note in their employment agreements no claim for compensation of working days is feasible. This also applies for business trips, i.e. travel time and weekends cannot be compensated.

3.3. **Home Office**

EUROFIMA promotes remote working opportunities and provides the required technical features. Working from home is subject to the individual agreement with the line manager. Such agreement needs to be reached at least one day beforehand. Each employee is responsible to indicate working from home by the “working from home (WFH)” function in his/her calendar.

4. **ABSENCES AND PAID LEAVE**

The presence of staff within a unit is followed by the responsible Unit Head, who takes the necessary measures to guarantee it (especially in organizing the backups for each job described).

4.1. **Absences**

Absences from the office within the standard working hours as well as holidays have to be indicated by the “out of office” function in his/her calendar.

Short absences for personal reasons (e.g. public offices, doctors’ and dentists’ appointments) should - if possible - occur outside of the standard working hours. An absence during the standard working hours has to be indicated by the “out of office” function in the personal calendar as well.

4.2. **Paid leave**

In addition, the following regulations apply to the circumstances listed below:

- Own wedding 3 days
- Participation in weddings 1 day
(of one’s children, father, mother or siblings)
- Paternity leave (this leave must be taken within 6 10 days
months of the child’s birth, in one go or spread over
individual days)
- Death of spouse/partner, parents or children maximum 3 days
- Death of a relative or a close friend 1 day
- Change of domicile 1 day
- Military/community service Period required

- Family leave: In the event of sickness or accidents (medical certificate required) affecting the:
 - employee's children max. 3 days per case
 - employee's spouse, domestic partner or other relative living in the employee's household max. 3 days per calendar year

4.3. **Maternity leave**

EUROFIMA applies the legal provisions of Switzerland. Absences due to complications during pregnancy are treated as normal sick leave. The legal maternity leave amounts to 14 weeks starting from the birth according to law.

EUROFIMA is committed to supporting young parents and will support part-time work and other individual agreements supporting childcare taking into account the possibilities regarding the performance of the respective job. If no agreement can be found and the employee intends to give up working after the child was born, the employment will end in mutual agreement on the day 14 weeks after birth.

5. **VACATION AND PUBLIC HOLIDAYS**

5.1. **Vacation entitlement**

Management

The Members of the Management are entitled to 30 working days of vacation per year.

All other employees are entitled to:

- 25 working days of vacation until and including the calendar year in which the employee celebrates the 44th year of age;
- 28 working days of vacation from the calendar year in which the employee celebrates the 45th year of age;
- 30 working days of vacation from the calendar year in which the employee celebrates the 55th year of age.

If employment has not lasted a full year the claim for holidays will be pro-rated accordingly.

5.2. **Reduction of vacation entitlement**

The annual vacation entitlement remains unaltered for a cumulative total of 1 month of absence per calendar year due to illness or accident, mandatory Swiss military service, alternative service or civil defense service.

For absences of more than 1 month EUROFIMA reduces the annual vacation entitlement by 1/12 from the 2nd full month (incl. the 2nd month) of absence. In case of absence from work due to pregnancy, holidays can only be shortened from the 3rd full month (incl. the 3rd month) by 1/12 of the yearly entitlement of vacation.

5.3. **Vacation scheduling**

Decisions on the scheduling of vacations rest with the company, though the company will make every effort to accommodate its employees' wishes. If possible, employees should take their vacation in blocks of entire weeks and not only in single days. Once a year at least 2 consecutive

weeks of vacation must be taken.

Vacation should as a rule be taken in the calendar year in which it is accrued. Vacation entitlements of up to 5 days can be carried over to the following year. As an exception the Management can abandon this rule and insist that the whole vacation balance is taken in the current year.

Each Unit Head is responsible for the planning and absences in his/her unit. In this regard, he/she must ascertain that the efficient functioning of his/her unit will not be affected by absences due to vacations.

In urgent cases and when the workload requires, the Management Committee reserves the right to cancel vacations which have already been approved. In this case the company will cover the incurred costs.

If an employee joins or leaves the company in the course of a year, the vacation entitlement for that year will be based pro rata on the ratio of service to a full calendar year (annual entitlement in days: 12 x amount of months of employment). Untaken paid vacation which may still exist upon the termination of a working contract will be repaid to the employee on the basis of the following formula: Last annual base salary: 260 days x number of days of untaken vacation.

5.4. Interruption of vacation in the event of illness or accident

If an employee becomes ill or is injured during vacation a medical certificate must be submitted to the HR department specifying the dates on which the applicant was unfit for work.

5.5. Public holidays

At the end of each year a list of public holidays of the Kanton Basel-Stadt for the following year shall be made available to all employees.

5.6. Unpaid leave

Unpaid leave may be granted at an employee's request provided the employee pays both his/her own and EUROFIMA's contributions to the company pension plan if the unpaid leave exceeds two weeks. For a broken period of unpaid leave (i.e. period not reaching a full month) the amount of the base salary not to be paid to the member of staff will be obtained applying the following formula: last annual base salary: 260 days x number of unpaid leave days.

Unpaid leave needs the prior approval of the Management Committee member responsible for the unit in which the employee works.

6. SALARY AND EXPENSES

6.1. Annual base salary

Employees are entitled to an annual salary to be paid in 13 instalments as follows:

- 12 basic monthly salary instalments: the basic monthly salary to be paid 12 times per calendar year.
- 13th salary: A 13th salary payment equal to one month's basic salary shall be made for a full year's service. In the year of joining and leaving, this will be adjusted to 1/12 per months of employment. Settlement shall be made in December of the current year.
- Salary payments shall be transferred to a bank in Switzerland or postal giro account in Switzerland.

6.2. Bonus

Following the approval of the annual financial statements by the General Assembly, EUROFIMA may pay a discretionary bonus. The size of a bonus, if any, shall be based on the performance of EUROFIMA and on the employee's personal performance and behavior as laid down in the annual objectives. Employees have no entitlement to a bonus, even if such bonus was paid in previous years. The decision regarding payment of any bonus to individual employees and the amount of the bonus is at the entire discretion of EUROFIMA.

If an employment contract has been terminated or a termination agreement has been signed and the termination of employment is not based on major grounds, the bonus, if any, will only be paid on a pro rata temporis basis. In this case, the bonus, if any, shall be based on the general course of business of EUROFIMA, the employee's personal performance and the employee's behavior as of the date of termination of employment.

6.3. Hourly rate of employment

Compensation for holidays, public holidays and the 13th month's salary are already included in the hourly rate.

6.4. Expenses

Professional expenses will be reimbursed according to the expense regulations in force.

6.5. Company's credit card

In order to facilitate the modalities of payment during business trips (for hotel, restaurant or other bills), employees may receive a company credit card issued under the name of EUROFIMA. The annual fee will be settled by EUROFIMA. The card may only be used for paying services which are to be charged to EUROFIMA. It is not allowed to draw cash herewith.

7. ALLOWANCES

7.1. Child allowance

Employees shall be entitled to a child allowance for every child until completion of the 18th year of age.

If there is evidence that a child is still being educated children's allowance will be paid until the end of this training/schooling but no longer until completion of the 25th year of age.

If the employee works part-time, these allowances shall be adjusted proportionately.

The child allowance amounts to CHF 350.00 per child/month.

In case a child allowance is paid to another family member and does not reach the amount of CHF 350.00 per child/month, EUROFIMA agrees to bear the difference up to the maximum amount of CHF 350.00.

7.2. Fidelity award

A fidelity award will be paid every three years of service in the amount of 1/12 of the annual salary.

As annual salary is considered the annual base salary of the year in which the allowance for years of service is paid.

If the employee or EUROFIMA has terminated the employment contract in the year the fidelity award is due, the fidelity award shall only be paid if the anniversary date occurs before the termination of the employment contract or during the notice period. Anniversaries that fall on a date after the employee has left the company will not be remunerated, not even pro rata temporis.

7.3. Public transportation pass

EUROFIMA reimburses the actual expenses for an annual tram pass (“Umweltabonnement”) against presentation of proof of purchase.

7.4. SBB half-fare pass

The actual cost of a 1-year SBB-half-fare-pass will be reimbursed against proof of purchase (photocopy of the employee’s half-fare pass).

7.5. Public transport tickets

The maximum amount reimbursable for public transport tickets will be determined every year and communicated respectively.

The validated tickets must be accumulated during the year and presented for payment each December. Each employee confirms with his/her signature that the public transport tickets were used for his/her own personal travel or for that of his/her immediate family.

For holders of a private train pass for unlimited train travel within Switzerland (“Generalabonnement”), the amount specified will be reimbursed upon presentation of a copy of the “Generalabonnement”.

All reimbursements for public transport within Switzerland and abroad shall be mentioned in the wage statements as part of the taxable income.

For the transportation benefits under points 7.3-7.5 the following applies: Any part-time employee or any full-time employee reducing his/her working time to less than 100% receives only partial benefits in proportion to the time he/she works.

8. SOCIAL SECURITY, INSURANCE AND PENSION

8.1. Old-age pension and survivor’s / invalidity insurance / unemployment insurance

Employees must pay old-age pension and survivors’/invalidity insurance (AHV/IV) and unemployment insurance (ALV) contributions in accordance with statutory requirements on their 12 monthly salary payments, on the 13th salary instalment, bonus and on any extra payments.

EUROFIMA shall pay at least the same old-age pension and survivors’/invalidity insurance and unemployment insurance contribution as the employee.

8.2. Occupational and non-occupational accident (UVG)

EUROFIMA carries the following compulsory insurance coverage for its employees against all effects of occupational and non-occupational accident according to the federal law of March 20, 1981 (UVG).

Part-time employees are not insured in case of accidents outside of working hours unless they work at least 8 hours a week.

Costs are fully paid by the employer (maximum insured amount per person/year CHF 148'200).

Supplementary benefits in addition to the compulsory coverage:

- a) Additional insurance to supplement mandatory accident insurance ("Zusatzversicherung zur Unfallversicherung").
- b) Additional collective insurance applicable to daily allowance in case of illness ("Kollektiv-Taggeldversicherung").

Effects of disability or death up to an annual base salary of CHF 148'200 are covered under the UVG policy. Salaries exceeding CHF 148'200 are covered by EUROFIMA's pension scheme.

8.3. Health coverage

According to the Federal law on health insurance, each employee must subscribe at his/her own cost through a private health insurance against treatment expenses, medication and hospital expenses in case of illness (basic insurance according to the "Krankenversicherungsgesetz").

8.4. Pension plan

EUROFIMA's pension plan covers the mandatory benefits in retirement, disability and death. The regulations of the respective "Foundation" are valid.

9. TERMINATION OF EMPLOYMENT

9.1. Termination without notice

Employment concluded for a fixed-term period is terminated without giving notice at the end of the fixed period set out in the employment contract or on completion of the agreed work.

Employment shall cease on the date of retirement on grounds of old age or invalidity and does not require a precedent termination of the employment contract.

9.2. Termination of employment

Upon expiry of the probationary period the employment can be terminated by written notice at the end of each month. The respective notice periods are determined in the employment contract.

9.3. Termination of employment in connection with job performance and behavior

If the employee doesn't perform and behave according to the employer's standards due to serious breach or negligence of duties having an essential impact on the employment relationship, reasons will be discussed with the respective employee, the Unit Head and HR department. The employee will be put under performance review for 3 to 6 months. If no improvement is shown within this period, the contract will be terminated. Terminations of employment based on major grounds are not included herein.

9.4. Immediate termination of employment

Either party may terminate the employment without notice at any time in accordance with Article 337 of the Swiss Federal Law of Obligations when there is good cause making continued employment unreasonable for either party.

9.5. Letter of reference, confirmation of employment

Each employee is entitled to receive a certificate of employment. He/she can require an interim report. On the employee's special demand, the certificate of employment will only provide information about the type and duration of the employment (confirmation of employment).

10. FINAL PROVISIONS

10.1. Commencement and changes

These staff regulations enter into service on January 1, 2021 and replace all other regulations contradictory to these regulations.

The Management Committee can change these regulations at any time. Changes will be communicated to the employees in written form.

Changes to the staff regulations were approved on Jan. 2007, Feb. 2009, Nov. 2011 June 2012, May 2013, Oct. 2014, Dec. 2015, May 2016, January 2017, January 1, 2019, April 30, 2020, June 1, 2020, January 1, 2021

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