

kaufmännischer
verband



Regulations
of the
Staff Commission 'PEKO'
for SWISS ground personnel
with a Swiss basic contract
of employment

Valid from 1 October 2022

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

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For the sake of linguistic simplicity, the unions and staff associations which are co-signatories to these Regulations will be collectively referred to as 'the Associations'.

1. Purpose

- 1.1 The PEKO Staff Commission (hereinafter 'the PEKO') is a body representing the ground personnel (hereinafter 'the Personnel') of SWISS in Switzerland.
- 1.2 The PEKO is a company-internal institution whose purpose is to promote confidence, trust and good relations between SWISS's management and its Personnel. The PEKO dedicates itself to the Personnel's issues and concerns, and to ensuring the provision of working terms and conditions that pay due and full regard to human needs. In all its endeavours to these ends, the PEKO seeks to pursue reciprocal understanding and good collaborations with SWISS, represented by its Human Resources (hereinafter 'HR'), that achieve and maintain an effective balance of interests to the benefit of both the Personnel and SWISS.

2. Duties, tasks and collaboration rights

- 2.1 The PEKO's activities extend to all areas and matters affecting the interests of the Personnel, with the exception of amendments to the Collective Labour Agreement (hereinafter 'the CLA') and interpretations of the same.

Core duties and tasks:

- The members of the PEKO serve as a point of contact for any employees with a question or a problem. The PEKO members must then decide who can/should best solve the problem or answer the question concerned.
- The members of the PEKO advise individual employees in individual cases and on individual questions and issues.
- The PEKO is responsible for areas of the working world which are not covered by the provisions of the CLA or SWISS's general terms and conditions of employment, but for which the active involvement of an employees' representation is still envisaged.
- The PEKO's right to represent an employee may extend beyond the termination of the employment of the employee concerned, insofar as the pending issue involved relates to such employment.

- 2.2 The PEKO enjoys the right of consultation and the right of co-determination on a range of topics and issues. A detailed list of these will be found in Annex I.

To enable it to perform its duties and tasks, the PEKO is informed regularly by SWISS about:

- the company's business objectives
- the corporate organization
- business and its development
- personnel policy

- workforce development
- changes in the business organization and business activities
- major projects and investments
- major staff appointments.

HR will also inform the PEKO in good time of employee dismissals.

- 2.3 All the requests submitted and the positions taken by the PEKO should be based on the views and opinions of the Personnel. In view of this, the PEKO is also entitled to conduct surveys of the Personnel.

Questions from individual employees will only be taken up by the PEKO if the problem concerned cannot be satisfactorily resolved by the parties normally responsible.

- 2.4 HR is obliged to provide the PEKO with information on:

- the impact of business developments on employment and employees, and
- any large-scale reductions in employment or transfers thereof.

- 2.5 The PEKO is entitled to submit requests to SWISS. Should it do so, SWISS is required to respond to the request concerned within an adequate timeframe, and within three months at the latest.

- 2.6 If SWISS declines a PEKO request, HR must inform the PEKO openly and in detail of the reasons for this. If it has good grounds for doing so, the PEKO may also demand that the issue be reconsidered. The PEKO may further request that a negative decision by SWISS on one of its requests be communicated directly to the employees affected.

- 2.7 The relevant parties to the CLA may designate clearly defined business items from the PEKO's areas of activity in which all decisions are subject to the agreement of both the PEKO Board and SWISS.

3. **Standing, working methods and training of the PEKO**

- 3.1 The parties to the CLA attach great importance to the PEKO in industrial relations terms and recognize the need for the work and activities of such an employee representation in their business and operations.
- 3.2 The PEKO and its members hold a position of confidence and trust. They take on the particularly responsible commitment of representing and defending the interests of the Personnel, helping design and maintain appropriate working terms and conditions for them and contributing to an amicable employer/employee relationship.
- 3.3 The members of the PEKO are committed to discretion. Every PEKO member is required to maintain secrecy on all confidential and personal matters, both throughout their PEKO service and thereafter.
- 3.4 The members of the PEKO shall seek to maintain good relations that are as close as possible with the Personnel they represent.
- 3.5 SWISS and the PEKO shall act in good faith throughout their collaboration. They shall strive to show an understanding and an appreciation of the interests and needs of both sides, and to thereby achieve balanced solutions that are to the benefit of both the Personnel and SWISS.

- 3.6 HR shall support the PEKO and its members in the performance of their duties and tasks. HR shall ensure that the company's managers are adequately informed about the importance, the role and the workings of the PEKO, and shall demand that they show an open and positive attitude towards the PEKO and its work.
- 3.7 The members of the PEKO may not suffer any disadvantage as a result of their PEKO activities. The same applies to any employee who approaches the PEKO for assistance.
- 3.8 The members of the PEKO shall receive the basic and further training they require for their PEKO role from the parties to the CLA. PEKO members must be released from their regular work duties whenever possible to attend the jointly held courses concerned. Attendance at such courses is basically compulsory. The Associations may also conduct their own further training courses for PEKO members if they wish. SWISS shall grant the PEKO members the time they require to attend such courses, subject to their work availability.
- 3.9 PEKO members may not be served notice to terminate their employment while they are in office, except in the cases specified in Article 337 of the Swiss Code of Obligations. Notice may only be served to terminate the employment of a PEKO member for any other reason with the agreement of the further CLA parties who are co-signatories to these PEKO Regulations.
- Such protection from notice cannot be granted if:
- the area or the function in which the PEKO member serves is abolished, or
 - the entire organization which the PEKO member represents is outsourced, with the result that its workforce no longer falls within the PEKO's remit.
- 3.10 The activities of the PEKO member shall be recognized as 'qualified work'.

4. Organization and responsibilities

- 4.1 The PEKO is composed of the members elected by its various constituencies (as described in Article 5.3).
- 4.2 The PEKO is self-constituting.
- The PEKO is essentially headed by its President. The presidency may also conceivably be held by Co-Presidents. The PEKO shall decide itself what form its presidency should take.
- 4.3 The functions of the PEKO are performed by:
- the PEKO Board
 - its Panels
 - its members.
- The PEKO's assignment of duties and responsibilities within its ranks may be laid down in a 'Directive on the PEKO Regulations' which is compiled by the PEKO in consultation with the CLA contractual parties.
- 4.4 The PEKO President shall chair PEKO meetings. The President shall also coordinate the activities of the PEKO Panels.

- 4.5 Should a PEKO member be unable to attend a PEKO meeting, they must communicate such absence in advance to the PEKO presidency.
- 4.6 The meetings of the PEKO members are primarily intended to permit an exchange of information and views between HR and the PEKO members. This will include an orientation of PEKO members on SWISS's present business development and future outlook, along with any specific problems or projects. This information should also be supplemented with presentations by specialists from particular company or business areas. The PEKO members may take the opportunity offered by such meetings to raise general issues or concerns, ask questions and submit suggestions and ideas.
- 4.7 The PEKO meetings will also be used to bring attendees up to date on the settlement of issues or questions and the corresponding resolutions.
- 4.8 The meetings of PEKO members with HR shall be held at least twice a year. The dates and times thereof will be set and the corresponding invitations issued by the PEKO presidency in consultation with HR.
- 4.9 The convocation of an extraordinary meeting of PEKO members may be demanded by the PEKO or by HR at any time if necessary, subject to a notice period of 14 days.
- 4.10 The meeting agenda and any accompanying documentation must be sent to all intended meeting participants together with the invitation to attend.

4.11 Panels

- 4.11.1 The PEKO Panels shall be created by PEKO members.
- 4.11.2 PEKO Panels may be created to address important and recurring technical and specialist issues.
- 4.11.3 Every PEKO Panel shall include at least one PEKO member.
- 4.11.4 Every PEKO Panel shall be led by a PEKO representative.
- 4.11.5 Any PEKO Panel may recruit specialists in particular fields. But to maintain the requisite confidentiality, any questions to such specialists or requests for advice must be free of any name references.
- 4.11.6 PEKO Panels may only deal with technical and specialist issues. In view of this, they should primarily consist of suitably technically qualified members.
- 4.11.7 PEKO Panel meetings will be convened as and when required by the head of the Panel concerned.
- 4.11.8 The meeting agenda and any accompanying documentation must be sent to all intended meeting participants together with the invitation to attend in sufficient time in advance to ensure that members can prepare adequately for the meeting concerned.

5. Term of office and elections

5.1 Eligibility

All PEKO members must be permanently employed by SWISS and be subject to the SWISS CLA for Swiss-based ground personnel. Should a PEKO member be promoted to a position not covered by this CLA or should they leave the company, a by-election will be held to elect their PEKO successor.

5.2 *Term of office*

The full PEKO is elected to serve for a four-year term of office which begins on 1 January. The corresponding elections will generally be held in October or November of the final year of the previous four-year term.

5.3 *Constituencies*

The PEKO's constituencies for member election purposes shall be created by amalgamating those ground personnel units which form a single entity in geographical, organizational or nature-of-work terms. Due regard should also be paid as much as possible to ensuring that the professional categories within the ground personnel corps are duly and effectively represented.

The constituencies shall be determined through consultation between SWISS and its CLA co-signatories before each PEKO election on the basis of the prevailing workforce situation.

Each constituency shall elect at least one PEKO member.

In special circumstances, the CLA parties may agree to deviate from the above arrangements.

A list of the present PEKO constituencies will be found in Annex II.

5.4 *Candidates*

Candidates may be nominated for election to the PEKO either by an Association which is a signatory to the CLA or by the employees entitled to vote in the constituency concerned. Such nominations must be effected within 14 days of the call for the same.

Any nomination by voting employees must be supported by at least 15 such employees from the constituency concerned.

All candidates must themselves meet the entitlement criteria specified in Article 5.5 below at the time of the initiation of the election process.

The candidates nominated must confirm in writing in advance of the election that they will assume their PEKO office if elected and will continue to hold such office until the expiration thereof, provided they remain within the constituency they represent. Excepted from this commitment shall be their release therefrom for warranted reasons.

Multiple candidates may be nominated for each constituency seat.

The candidates for election will be communicated to the Personnel 14 calendar days at the latest before the start of the voting period.

If no nominations have been received for a constituency seat by the end of the nomination period, the Election Commission shall decide whether the nomination period should be extended by a further 14 calendar days or whether a special agreement should be concluded between SWISS and its CLA co-signatories, such as the temporary amalgamation of certain constituencies.

5.5 Entitlement to vote and to stand for election

Entitlement to vote and to stand for election extends to all employees who meet the following criteria at the time of the initiation of the election process:

- a) aged 18 or over
- b) permanently employed at SWISS with a degree of employment of at least 50%
- c) permanently employed at SWISS for at least the past three months
- d) not under notice and subject to the CLA for ground personnel.

5.6 Campaigning

Campaigning is permitted within the company.

5.7 Election Commission

SWISS, represented by HR, shall convene an Election Commission consisting of equal numbers of employer's and employees' representatives in consultation with its CLA co-signatories.

The Election Commission shall organize the election and ensure its correct conducting. In the event of any differences of opinion within the Election Commission, its chair shall have the final say.

5.8 Conducting of elections

Elections shall be conducted by secret written ballot (by comail, postal service or ballot box). The details thereof shall be specified before each election by its Election Commission (for further details on the conducting of elections, see Annex II).

Elections shall be conducted separately for each constituency.

Any votes cast for candidates in other constituencies will be declared void.

5.9 Determining election results

All election votes cast will remain under lock and key until the counting day.

The votes received will be counted – with voter anonymity assured at all times – on the counting day.

The Election Commission shall count and total the votes cast for each candidate and compile a report thereon.

The candidate(s) receiving the most such votes will be elected as the PEKO member(s) for the constituency concerned. In the event of a tie, the candidate with more years of service will be considered elected. In the event of tied candidates having the same years of service, the election will be determined by lot.

5.10 Publication of election results

The results of elections will be communicated to the Personnel via the company intranet.

The SWISS superiors of the PEKO members elected will be informed of such election by HR in writing. HR will also inform such superiors of the time commitments that these employees are likely to need to perform their PEKO duties.

5.11 Election complaints

Any complaint against an election or the result thereof must be lodged with the Complaints Commission within nine calendar days of the communication of the election's result.

The Complaints Commission shall consist of a maximum of six members, with equal representation of employer and employees. These members shall include a representative of SWISS HR Management, who shall serve as the Commission's chair and shall have a casting vote.

The members of the Complaints Commission may not also be members of the Election Commission.

If a complaint lodged is found to be warranted and to have possibly improperly influenced the result of an election, the election must be re-conducted for the constituency concerned.

The decision of the Complaints Commission shall be final.

5.12 By-elections

Should a PEKO member relinquish their PEKO duties during their term of office, a by-election will be held for the constituency concerned. If the member steps down in the last year of their four-year term of office, a by-election need not be held.

5.13 Automatic election

In both general elections and by-elections, if the number of candidates nominated does not exceed the number of seats available, the candidate(s) will be automatically elected. In such an event, both the candidate(s) and voters will be informed of such automatic election before the voting period begins.

5.14 Election of the PEKO President and Deputy President

The PEKO members shall elect, from their own ranks and by a simple majority of the members in attendance:

- the PEKO President or Co-Presidents
- the PEKO Deputy President (unless Co-Presidents are elected).

The PEKO President (or, in their absence, the Deputy President) shall chair all PEKO meetings and coordinate the PEKO Panels. The President and Deputy President remain the PEKO representatives for their constituencies.

No PEKO President may serve for more than three terms of office. The PEKO Deputy President is not subject to any term-of-office restrictions.

Should they transfer through their SWISS work to another PEKO constituency, the PEKO President and/or Deputy President will maintain their presidential office, as long as they remain able to perform the associated PEKO duties in their new work capacity in geographical and organizational terms.

5.15 *Communication of presidency candidates to the Election Commission*

Whenever the PEKO is newly constituted at the beginning of a new term of office, the candidates for the PEKO presidency must be communicated to the Election Commission in writing 14 days at the latest before the corresponding presidential election. This communication must also specify whether a President and Deputy President or Co-Presidents are to be elected. The Election Commission will communicate the presidential candidates to all PEKO members one week at the latest before the presidential election day.

If no candidate is nominated for a presidential position, candidates may be nominated from the floor at the election meeting.

If a nominated candidate withdraws their candidacy or does not receive an absolute majority of votes from the PEKO members in attendance, new candidates may be nominated either ahead of the election meeting or from the floor at the meeting.

By-elections for presidential positions are not subject to the above communication requirements.

No complaint may be lodged against the result of a presidential election.

5.16 Overview of the election process

The definitive timetable will be devised in each instance by the Election Commission.

Deadline (in calendar days)	Description	Article(s)
	Election Commission sets date for start of voting process	Art. 5.5 & Art. 5.7
14 days*	Nominations of candidates	Art. 5.4
	Election Commission examines nominations and decides on voting procedure	Art. 5.7
A) No nominations -> New nomination deadline or special agreement		
	Election Commission decides whether a) nomination period should be extended for 14 days or b) special agreement should be concluded.	Art. 5.4
14 days*	New candidate nomination deadline	Art. 5.4
	Election Commission examines nominations and decides on voting procedure	Art. 5.4
Decision A	a) no nominations -> special agreement	Art. 5.4 & Art. 5.7
Decision B	b) same number of nominations as seats -> automatic election	Art. 5.13 & Art. 5.7
Decision C	c) nominations exceed seats -> start election procedure	Art. 5.4 & Art. 5.7
B) Same number of nominations as seats -> automatic election		
	Election Commission publishes election results	Art. 5.10
9 days*	Deadline (after publication) for complaints against election results	Art. 5.11
	Election Commission considers complaint: UPHELD -> Election Commission decides how to proceed REJECTED -> Election declared valid	Art. 5.7 & Art. 5.11
C) Nominations exceed seats -> secret ballot		
	Election prepared by SWISS	Art. 5.8
17 days*	Secret ballot	Art. 5.8
	Election Commission determines election result(s)	Art. 5.9
	Publication of election result(s) with reference to deadline for complaints	Art. 5.10
8 days*	Deadline for complaints (from day after publication of results)	Art. 5.11
	Election Commission considers complaint: UPHELD -> Election Commission decides how to proceed REJECTED -> Election declared valid	Art. 5.7 & Art. 5.11

* From the day of communication by SWISS (via email and/or intranet). Voting documentation will be sent out on the day of the communication. Nominations, vote ballots and any complaints must be received by HR by the deadline day (the precise modalities here will be specified by the Election Commission).

6. Further entitlements of PEKO members

- 6.1 The time used by PEKO members on PEKO business shall be regarded as working hours paid for by SWISS. If a PEKO member is unable to perform all their PEKO duties during normal working hours and/or any time made available to them specifically for such duties (see also Article 6.2 on release from duties below), the time required to do so outside their scheduled working hours shall be treated as overtime. PEKO members may accumulate up to 100 hours of overtime per year without any requirement to obtain HR approval. In all cases, however, the PEKO member's SWISS superior must be kept duly and fully informed.
- 6.2 The PEKO President shall be released from their SWISS duties for the equivalent of a 50% position to perform their PEKO duties. In the event of a co-presidency, the Co-Presidents shall each be released from their SWISS duties for the equivalent of a 25% position to perform their PEKO duties.

7. Minutes, further documentation and work premises

- 7.1 Written minutes shall be kept of every meeting between the PEKO and representatives of SWISS.
- 7.2 A minuting secretary shall be appointed at the start of each such meeting.
- 7.3 PEKO minutes (as described in Article 7.1 above) will be sent electronically to all PEKO members and all CLA parties.
- 7.4 The PEKO shall keep the Personnel informed by appropriate means (e.g. via intranet) about the work and business of the PEKO and its Panels.
- 7.5 PEKO members shall receive PEKO documentation containing all the key documents they need to perform their PEKO duties and activities.
- 7.6 The PEKO and its members shall be given exclusive use of their own rooms (with infrastructure) to serve as meeting rooms and workrooms and to store PEKO files.

8. Remuneration

- 8.1 Overtime as specified in Article 6.1 above will be compensated for by time off of the same duration.
- 8.2 Any expenses which PEKO members incur through their PEKO activities must be coordinated with HR Management and will be reimbursed by SWISS in accordance with the Expenses Regulations.
- 8.3 HR Management may award PEKO members further remuneration if such action is warranted through exceptional volumes of additional work which they perform on the PEKO's behalf outside their SWISS working hours.
- 8.4 In the event of any measurable loss of income by a PEKO member as a result of their loss of event-related allowances, individual solutions must be jointly found and agreed by the PEKO member, HR and the line unit(s) involved.

9. Disciplinary action against PEKO members

- 9.1 Should SWISS intend to take disciplinary action against a PEKO member, SWISS is required to notify the PEKO President and/or the Associations of such intention if this is desired by the PEKO member concerned.
- 9.2 If so desired by the PEKO member concerned, by the PEKO President and/or by any Association (in the last case subject to the PEKO member's agreement), SWISS's Employee Counselling shall make an additional assessment of the justification of the disciplinary action envisaged.

10. Expulsion

- 10.1 The expulsion from the PEKO of a PEKO member may only be requested from the PEKO's membership ranks. Any such request must also be supported by the signatory endorsement of at least one-third of the elected PEKO members.
- 10.2 Such a request for expulsion may be made if a collaboration within the PEKO based on good faith and on reciprocal confidence and trust no longer seems possible with the PEKO member concerned. Any such request must be justified in writing and must be distributed to all PEKO members.
- 10.3 In such an event, the PEKO members shall decide, by secret ballot and by a simple majority of the members in attendance, whether an expulsion procedure should be initiated. The PEKO member for whom the expulsion request is made must be given adequate time and scope to respond. The member concerned may also have themselves represented by another person of their designation for such purposes. The expulsion procedure must be completed within one month.
- 10.4 The expulsion procedure shall take the form of a vote among the elected PEKO members.
- 10.5 The expulsion will be effected if at least two-thirds of the elected PEKO members are in approval thereof.
- 10.6 If approved, the expulsion must be confirmed by the CLA parties within one month.
- 10.7 Any such expulsion will remain in effect until the end of the present term of office of the PEKO members.

11. Entry into effect

These Regulations shall enter into effect on 1 October 2022. They supersede all previous PEKO Regulations. They may themselves be superseded by new Regulations, or may be supplemented at any time by the CLA parties.

Basel / Zurich, September 2022

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Annex I:

Rights of collaboration of the PEKO Staff Commission

Within the framework outlined in Article 2.1 of the PEKO Regulations, the PEKO holds the following rights of consultation and of co-determination:

Right of consultation on:

- workclothes
- cloakrooms and break rooms
- duty assignment design
- principles of workhours organization
- principles of vacation planning
- evaluations of overburdensome duties
- internal information channels (e.g. intranet)
- employee care
- staff events
- training and further education
- differences between employees and superiors
- (private) staff travel benefits.

Right of co-determination on:

- occupational safety and accident prevention
- occupational hygiene
- health promotion.

Annex II:

PEKO constituencies for the 2023-2026 term of office

Constituency	Area(s)	Seats	CLA employees represented*
1	ZRH, BRN, LUG	3	547
2	BSL	1	250
3	GVA	1	65
4	Technics	2	675

* as at 21 September 2022; total of 1,537 employees

Constituency 1 (ZRH, BRN, LUG) may have a maximum of two PEKO representatives who report to the same member of the SWISS Leadership Team (SLT) as at the start of the election process. The SWISS Leadership Team and its members may be viewed on the [SWISS intranet](#).

In Constituency 1 election terms, the following scenarios are possible:

1. Three candidates from three different SLT units are nominated --> all three are automatically elected.
2. Three candidates are nominated: two from the same SLT unit and one from another SLT unit --> all three are automatically elected.
3. Three or more candidates are nominated, but they are all from the same SLT unit --> Election Commission extends the nomination period, but no further candidates will be accepted from the SLT unit which already has more than enough nominees. The following scenarios are then possible:
 - a. One further nomination is received of a candidate from another SLT unit: this candidate is automatically elected, and a balloted election is conducted among the previously nominated candidates for the remaining two seats.
 - b. Multiple further nominations are received of candidates from (an)other SLT unit(s): a balloted election will be conducted among all the candidates nominated but, regardless of the voting outcome, only two seats at the most can be won by candidates from the same SLT unit.
 - c. No further nominations are received: the Election Commission will decide how to proceed.
4. Three or more candidates from the same SLT unit are nominated plus (a) one nominee from another SLT unit or (b) multiple nominees from (an)other SLT unit(s):
 - a. The single nominee from the other SLT unit is automatically elected, and a balloted election is conducted among the further nominees for the remaining two seats.
 - b. A balloted election is conducted among all the candidates but, regardless of the voting outcome, only two seats at the most can be won by candidates from the same SLT unit.