



Conditions of Service for Headquarters (Gland, Switzerland)

Version – October 2021



Human Resources Management Group

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Version Control and History: Conditions of Service for Headquarters

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| Title | Conditions of Service for Headquarters |
| Version | Effective 01 October 2021 |
| Source language | English (In case of question of interpretation, the English version supersedes all other translations.) |
| Published in French under the title | <i>Conditions de Service du Siège mondial</i> |
| Responsible Unit | Human Resources Management Group (HRMG), Headquarters |
| Developed by | HRMG, Headquarters |
| Subject (Taxonomy) | Human Resources |
| Date approved | 24 September 2021 |
| Approved by | Director General |
| Applicable to | All IUCN staff members located in Gland, Switzerland |
| Purpose | The Conditions of Service provide supplementary local provisions to the Staff Rules and apply to staff members appointed to the IUCN Headquarters in Gland, Switzerland |
| Is part of | IUCN Human Resources Policies and Procedures |
| Conforms to | Staff Rules |
| Related Documents | Staff Rules Global Policy for Expatriate Staff Code of Conduct and Professional Ethics for the Secretariat The IUCN Anti-Fraud Policy User Account Management Policy |
| Distribution | Sent to all staff members in Gland, Switzerland, available on the IUCN Portal. Available publicly on request |

Document History

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| January 2006 | Welcome to IUCN – Conditions of Service for Headquarters, Gland, Switzerland |
| November 2011 | Conditions of Service for Headquarters |

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Table of Contents

| | |
|---|----|
| 1. Definitions..... | 6 |
| 2. Introduction..... | 7 |
| 2.1. Purpose of Conditions of Service..... | 7 |
| 2.2. Applicability..... | 7 |
| 2.3. Conditions of Service amendment and approval procedure..... | 7 |
| 3. Talent Acquisition..... | 7 |
| 3.1. Equal opportunity and Non Discrimination..... | 7 |
| 3.2. Talent Acquisition Process..... | 7 |
| 3.3. Employment of Relatives..... | 7 |
| 4. Appointment..... | 7 |
| 4.1. Employment Conditions..... | 8 |
| 4.1.1. Working Hours..... | 8 |
| 4.1.2. Official Holidays..... | 8 |
| 4.1.3. Probation Period..... | 8 |
| 4.1.4. Overtime..... | 8 |
| 4.1.5. Flexible work arrangements..... | 9 |
| 4.2. Employment Categories..... | 10 |
| 4.2.1. Consultant..... | 10 |
| 4.2.2. Intern..... | 10 |
| 4.2.3. Junior Professional (JP)..... | 10 |
| 4.2.4. Part time staff..... | 10 |
| 4.2.5. Seconded staff..... | 10 |
| 4.2.6. Staff member..... | 10 |
| 4.2.7. Temporary..... | 10 |
| 4.3. Work Permit..... | 11 |
| 4.3.1. Work Permit Holders (L, B, C, G, Ci)..... | 11 |
| 4.3.2. “Carte de Légitimation” holders..... | 11 |
| 4.3.3. Rules to be applied to “Carte de Légitimation” holders:..... | 11 |
| 4.3.4. Visa..... | 11 |
| 4.4. Types of Contract..... | 11 |
| 4.4.1. Fixed term..... | 11 |
| 4.4.2. Indefinite..... | 11 |
| 4.4.3. Maximum term..... | 11 |
| 4.5. Contract extension or amendment of contracts..... | 12 |
| 5. Ethics and Compliance policies..... | 12 |
| 5.1. Code of Conduct..... | 12 |
| 5.2. Conflict Of Interest..... | 12 |
| 5.3. Investigations..... | 12 |
| 5.4. Disciplinary Measures..... | 12 |

| | | |
|--------|---|----|
| 5.5. | Appeals | 12 |
| 5.6. | Business activities outside of work..... | 12 |
| 5.7. | Personal information and record management..... | 12 |
| 6. | Compensation, Benefits and Taxation | 13 |
| 6.1. | Salary | 13 |
| 6.1.1. | Salary administration..... | 13 |
| 6.1.2. | Salary advance..... | 13 |
| 6.2. | Benefits | 13 |
| 6.2.1. | Pension | 13 |
| 6.2.2. | Government Social Security..... | 14 |
| 6.2.3. | Unemployment insurance (AC)..... | 15 |
| 6.2.4. | Medical insurance | 16 |
| 6.2.5. | Life, Accident, Disability Insurance | 16 |
| 6.2.6. | Accident insurance | 17 |
| 6.2.7. | Travel insurance..... | 19 |
| 6.2.8. | Family allowance..... | 19 |
| 6.2.9. | Commuting by public transport | 20 |
| 6.3. | Types of Leave..... | 20 |
| 6.3.1. | Annual leave..... | 20 |
| 6.3.2. | Accrued annual leave..... | 20 |
| 6.3.3. | Sick leave | 21 |
| 6.3.4. | Special leave | 21 |
| 6.3.5. | Maternity/ Adoption Leave | 21 |
| 6.3.6. | Notice of absence..... | 22 |
| 6.4. | Personal Loan | 22 |
| 6.4.1. | Approval | 22 |
| 6.4.2. | Repayment | 23 |
| 6.4.3. | Termination before end of loan | 23 |
| 6.4.4. | Request for another loan..... | 23 |
| 6.5. | Contribution to training | 23 |
| 6.6. | Host Country Benefits for Expatriate Staff | 23 |
| 6.7. | Relocation Benefits | 23 |
| 6.8. | Education allowance for eligible children | 23 |
| 6.9. | Taxation..... | 23 |
| 6.9.1. | IUCN withholding tax for non-Swiss staff members..... | 23 |
| 7. | Performance Management..... | 25 |
| 7.1. | Staff annual work plan and appraisal..... | 25 |
| 7.2. | Performance Improvement Plan | 25 |
| 7.3. | Corrective action | 25 |
| 8. | Conflict resolution..... | 26 |

| | | |
|--------|--|----|
| 8.1. | Line Manager | 26 |
| 8.2. | Human Resources Management Group | 26 |
| 8.3. | Ombudsman..... | 26 |
| 8.4. | Ethics Committee | 26 |
| 8.5. | Oversight Unit..... | 26 |
| 9. | End of employment | 26 |
| 9.1. | Notice period | 26 |
| 9.2. | Types of Separation | 26 |
| 9.2.1. | End of contract | 26 |
| 9.2.2. | Resignation | 26 |
| 9.2.3. | Mutually agreed separation..... | 27 |
| 9.2.4. | Redundancy | 27 |
| 9.2.5. | Retirement..... | 27 |
| 9.2.6. | Separation with cause..... | 27 |
| 9.3. | Exit procedure | 28 |
| 9.3.1. | Work certificates..... | 28 |
| 10. | Rehiring..... | 28 |
| 10.1. | After dismissal..... | 28 |
| 10.2. | Cooling-off period..... | 28 |
| 10.3. | Retirement..... | 28 |

1. Definitions

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|-------------------------|---|
| Staff member | A person holding an active employment contract with IUCN. |
| Dependent | Immediate family members such as spouse, registered partner, children under 18 years of age or until 25 years of age if studying. |
| Spouse | Wife or husband (legally married) of a staff member. |
| Registered partnership | A registered partnership is a legally recognised relationship in which two people who live together like a married couple, without being married to each other, are afforded certain similar rights. Registered civil partnership only applies to same sex couples under Swiss legislation. (Official documentation will be required by the Swiss authorities). |
| Marriage | Legally recognised union of two people as partners in a personal relationship. |
| Parent | A parent is the child's biological or adoptive mother or father. |
| HRMG | The Human Resources Management Group is the HR Global Team. |
| HRMS | The Human Resources Management System is IUCN's HRMG software that combines a number of systems and processes to ensure the easy management of human resources and staff members' data. |
| Unpaid leave | Pre-approved unpaid time off, which may be granted to a staff member up to three months. |
| Sabbatical | Pre-approved unpaid time off, which may be granted to a staff member between three to twelve months. |
| Staff Rules | The Staff Rules of IUCN set out overarching principles to govern employment in the IUCN Secretariat for staff worldwide. They are formulated by the Director General and approved by Council in accordance with Part IX, article 81 of the IUCN Statutes. |
| Work permit | An official document issued by the Cantonal authorities to allow a staff member to work and live in Switzerland or to work in Switzerland and live in France for 'frontalier'. |
| "Carte de Légitimation" | An official document issued, by the Swiss Federal Department of Foreign Affairs, to staff members to live and work in Switzerland and provide residency to their dependent(s), for the duration of the employment contract. This document is not transferrable to other organisations/companies and does not provide diplomatic immunity to the staff member. |

2. Introduction

2.1. Purpose of Conditions of Service

The Conditions of Service (CoS) provides guidance in the management of staff ensuring alignment with the local labour law, host country agreement, and whenever appropriate, consider the country context and local HR practices. It is a supplementary provision to the IUCN Staff Rules and supports the implementation of other IUCN global policies and guidelines such as the Code of Conduct and Professional Ethics for the Secretariat, the Anti-Fraud Policy, and the HR Policies.

2.2. Applicability

The CoS applies to staff members, seconded and hosted staff, and Junior Professional Officers (JPO) that are based in Headquarters. The CoS will not apply to consultants, interns and volunteers.

2.3. Conditions of Service amendment and approval procedure

These Conditions replace and substitute all previous versions and shall be reviewed periodically to ensure conformity with the IUCN Staff Rules and Local Labor law. Any changes to these Conditions shall be subject to prior consultation with staff representatives and shall require the following procedures.

- a) Initial review by HR,
- b) Review by an employment lawyer to ensure alignment with local labor law,
- c) Final approval by the Director General.

In case one or more of the provisions contained in these Conditions of Service shall be held to be invalid or unenforceable in any respect, IUCN reserves the right to change any such provision of these Conditions of Service and the invalid or unenforceable portion shall be immediately discarded, as if never in existence. Such change will not affect any remaining provisions of these Conditions of Service.

For more information on the applicable laws and regulations please refer to the Swiss Federal Office for Social Security (<http://www.bsv.admin.ch>) or the Swiss Federal Administration online (<http://www.ch.ch> and <http://www.admin.ch/ch/f/rs/83.html>).

3. Talent Acquisition

3.1. Equal opportunity and Non Discrimination

The principles of equal opportunity and non-discrimination are fundamental to any just society, and serve as the framework for human resources management. They form an integral part of all policies, procedures and practices. IUCN shall therefore not make any distinction, exclusion or preference on the basis of age, race, colour, gender, sexual orientation, religion or belief, political opinion, nationality or social background.

Recruitment and selection must be undertaken in a fair, consistent and transparent manner, without prejudice to nationality, race, colour, age, gender, religion, ethnicity, sexual orientation, disability and health condition, among others.

3.2. Talent Acquisition Process

All staff positions are filled through a competitive process, either internally, externally or a combination of both. (Please refer to the Talent Acquisition policy for details.)

3.3. Employment of Relatives

(Please refer to the Staff Rules.)

4. Appointment

All new appointments will be formalised with an employment contract, setting up the specific working conditions of the staff member (such as working percentage, working hours, probationary period, salary, etc.). The probation period is set forth in the employment contract. It is normally of three months, but it can be less in some specific cases, such as maximum term or fixed term contracts.

On taking up employment, all staff are required to provide to HRMG, on a confidential basis, personal details such as marital status (this includes registered partnership as described in the definition, date of birth, nationality, address and telephone numbers, children, emergency contacts and bank account). It is the responsibility of each staff member to inform HRMG of any changes to this personal information during their employment. IUCN undertakes to respect all the requirements of the law on the protection of data ([Loi fédérale sur la protection des données](#)), in particular in data processing as outlined in IUCN's Data Protection Policy and the HR Personal Data Notice.

4.1. Employment Conditions

4.1.1. Working Hours

Normal working hours shall amount to forty hours per week (Monday through Friday, excluding official holidays (please refer to 4.1.2.) applicable to Canton Vaud), excluding the lunch break. Part time working arrangements for less than 40 hours will be specified in the employment contract. The specific working schedule of part timers (and any changes to it) should be communicated to HRMG. A staff member may determine their working hours in agreement with their line manager, but shall normally be present between 0900 and 1130 hours and between 1400 and 1630 hours. The lunch break must be at least half an hour.

HQ staff members in function groups A1 up to and including P2 are required to record their working hours using the appropriate system in place. Line managers are required to apply the appropriate approval system to validate their staff members' working hours.

Under Swiss law, IUCN allows staff members to take reasonable breaks during the day. These breaks, however, are not counted as working time.

4.1.2. Official Holidays

The following are considered official holidays at Headquarters: New Year's holidays (1 and 2 January), Vendredi saint (Good Friday), Lundi de Pâques (Easter Monday), Ascension (Ascension Day), Lundi de Pentecôte (Whit Monday), Swiss National Day (1 August), Monday after Jeûne Fédéral, Christmas holidays (25 and 26 December). IUCN Headquarters will be closed on these days.

Where an official holiday falls outside the normal working week, i.e. on a Saturday or Sunday, it will be compensated by another day to be fixed at the Director General's discretion. If an employee cannot benefit from it on the new set date, for any reason, it will be lost.

Holidays between Christmas and New Year may be given at the discretion of the Director General and communicated during the first quarter of the New Year. These days will not be deducted from the staff member's annual leave entitlement. IUCN Headquarters will be closed on these days.

When a staff member is travelling or working on an official public holiday, they will be entitled to compensatory leave.

4.1.3. Probation Period

The probation period is set forth in the employment contract. It is normally of three months, but it can be less in some specific cases, such as maximum term or fixed term contracts.

4.1.4. Overtime

IUCN strives to ensure that staff members have an appropriate work-life balance and that working hours and official holidays (please refer to 4.1.2.) specified in these Conditions of Service are thoroughly respected. Exceptionally, a staff member may be required to work overtime by their line manager, who will do their utmost to provide sufficient advance notice. The requirement to work overtime must always be pre-approved and recorded by the line manager and HRMG in advance.

4.1.4.1. Overtime on weekdays and Saturdays

Staff members in function groups A1 up to and including P2, who are required to work pre-approved overtime during weekdays including Saturdays can:

- a) be paid the overtime worked,

- b) be compensated by time off in lieu of the overtime worked.

We encourage staff members to take time off in lieu where possible. Staff members entitled to overtime compensation will be compensated on a 1 hour for 1 hour basis for overtime on weekdays and Saturdays. Compensatory time off may be taken by the staff member at their discretion, but with the prior approval of the line manager concerned. Compensatory time off must be within thirty days of the overtime occurrence.

4.1.4.2. Sundays and official holidays:

Work on Sundays and official holidays requires the pre-approval of the Vaud Labour Office and it is exceptional in nature. If working on one of these days, staff members up to and including P2 level will receive compensatory payment of 1.5 for 1 hour worked and compensatory time off 1 hour for one hour worked.

Staff members required to work will:

- a) be asked to obtain pre-approval of the time to be worked,
- b) be required to track their time worked,
- c) not work more than six days in a row before and after the Sunday in question,
- d) be required to use the compensation time for the Sunday either the week prior or the week after the Sunday worked.

If a staff member has to work overtime on a regular basis the line manager has the responsibility to review the workload and take measures to ensure that the staff member is able to fulfil their tasks within the expected working hours.

Separate and specific rules for overtime worked during IUCN's World Conservation Congress, COPs, World Parks Congress, and other special events will be issued by the Director General before each event.

4.1.4.3. Travel during weekends and overnight

- a) Travel during weekends:

Travel is an integral part of many staff members' work responsibilities due to the nature of IUCN's operations. IUCN recognises the impact duty travel has on staff members and their families. To ensure that travelling staff have an adequate work-life balance, IUCN will provide compensation time in the form of one day for travel that includes a weekend and a maximum of two days for trips that include two weekends or more.

- b) Travel during official holidays:

Staff members may also claim compensation time off for travelling on Swiss official holidays.

- c) Overnight travel on weekdays:

When travelling by air overnight during the week, staff members are entitled to take the next day off. This compensation cannot be carried forward.

It is the obligation of the staff member to keep track of the weekend days lost while on travel and to make the claim to the line manager immediately. The line manager is responsible for reviewing and approving the request.

- a) Duration for availing compensation time for travel:

All "compensation time" needs to be taken within thirty days of returning from travel. It is not accruable.

(Please refer to the IUCN's Travel Policy for additional information on travel.)

4.1.5. Flexible work arrangements

(Please refer to the Flexible Work Arrangements Policy and check with your HR partner for more details.)

Staff Members based in Headquarters, who have an established agreement for regular working from home days, must ensure that they can work in optimum conditions. They must make sure that their workstation includes:

1. Comfortable Chair (adjustable if possible)
2. Comfortable Work Desk
3. Adjustable Monitor
4. Room with Natural Light
5. Keyboard and mouse
6. Telephone/Headphones
7. Footrest (if necessary)

All costs related to the setup of a home office will be borne by the employee. IUCN only provides a laptop and a phone line to all its staff member.

Staff members will be covered under IUCN's accident and liability insurance schemes as per the terms set while working in the office. Damage to personal effects fall outside this remit and will be covered by the staff member and we encourage staff to check with their personal household and liability insurance for coverage.

Due to bi-lateral agreements between France and Switzerland cross border Staff members (frontaliers) can only work from home a maximum of 20% of their contractual hours.

4.2. Employment Categories

4.2.1. Consultant

Consultants are hired to supplement skills that might not be regularly required, or in cases when the organisation does not have the time and/or capacity to perform certain activities or develop specific products. While normally consultants are independent individuals, they may be part of an organisation. Consultants can also be specialised agencies or companies that provide such services. (Please refer to the procurement policy on how to hire consultants.)

4.2.2. Intern

An internship is a temporary arrangement whereby an undergraduate or graduate student is given the opportunity to apply the knowledge, skills and competencies of their chosen academic field in a work setting. (Please refer to IUCN's Internship policy.)

4.2.3. Junior Professional (JP)

The JP programme provides a unique opportunity for qualified young professionals with an entry-level position in an international organisation such as IUCN. As an integral part of the IUCN's Team, the JP will benefit from a wide range of experiences and training that will help enhance their skills and develop their professional career. (Please contact HRMG who can provide additional information.)

4.2.4. Part time staff

A part time staff is a staff member that carries fewer hours per week than a full time job.

4.2.5. Seconded staff

A seconded staff is a staff member who is assigned by a "host" organisation to work for IUCN. Please liaise with HRMG to discuss the details of the secondment.

4.2.6. Staff member

A staff member is a person who holds an active contract with IUCN.

4.2.7. Temporary

Temporary employment is a contract that is time bound (Please refer to 4.4.) Appointment of Expatriates

All non-Swiss staff members require a work permit or a "Carte de Légitimation" in order to live and work in Switzerland. The residency is extended to their dependents. The Human Resources

Management Group (HRMG) will apply for a “Carte de Légitimation” unless the staff member is already based in Switzerland and holds a valid Swiss work permit.

4.3. Work Permit

4.3.1. Work Permit Holders (L, B, C, G, Ci)

Staff members hired before 31 December 2016 will remain on work permits. In certain circumstances, the Human Resources Management Group (HRMG) may need to apply for work permits' renewal in accordance with the duration of the employment contract. IUCN will refund all costs involved in obtaining the renewal thereof for the staff member and their dependents, except for C permits.

It is the staff member's responsibility to register at the relevant commune within eight days of arrival, even if they have not found permanent accommodation. Similarly, it is the staff member's responsibility to inform the relevant commune of their departure before leaving Switzerland. For staff members on G permits (Frontalier status), IUCN will announce the departure from IUCN to the commune in Gland.

4.3.2. “Carte de Légitimation” holders

Staff members hired from outside Switzerland after 1 January 2017 will receive a ‘Carte de Légitimation’. This document, issued by the Federal Department of Foreign Affairs (FDFA), allows them to work and live in Switzerland for the duration of their employment contract. The “Carte de Légitimation” is linked to their employment with IUCN and cannot be transferred automatically to another employer within Switzerland.

4.3.3. Rules to be applied to “Carte de Légitimation” holders:

A “Carte de Légitimation” holder has two months from the last day of employment with IUCN to leave Switzerland. The courtesy period gives those concerned time to organise their final departure from Switzerland.

The card must be returned to IUCN HRMG after arriving at the final destination. Residents of the zone “Frontalier” must return the card on the last day of employment at IUCN. If they have secured a position with another employer in Switzerland, it will be their responsibility to ensure that the necessary paperwork has been processed to allow them to stay in the country. Evidence should then be provided to IUCN who can inform the authorities accordingly.

Registered dependents will be issued a “Carte de Légitimation” linked to that of the staff member. Children are considered dependent until the age of 18 or until 25 if they are registered students. EU (European Union) and EFTA (European Free Trade Association) staff members' dependents can request to have a B work permit instead of a “Carte de Légitimation”. It is the responsibility of the EU registered dependents to make such requests to the Commune at the time of registration.

4.3.4. Visa

Depending on the bilateral agreements between Switzerland and the staff member's country of origin a working visa may be required and requested at the local Swiss representation office before travelling to Switzerland.

4.4. Types of Contract

4.4.1. Fixed term

A fixed term contract is a contractual relationship between a staff member and an employer that lasts for a specified period.

4.4.2. Indefinite

The indefinite employment contract is a contractual relationship between a staff member and an employer, and has no time limit.

4.4.3. Maximum term

A maximum term employment contract, also known as an 'outer limit' contract, is an employment contract that includes a nominated expiry date, but that also provides the parties with the right to terminate the contract with notice during the term.

4.5. Contract extension or amendment of contracts

Contract extensions or amendments must be in line with Swiss legislation. Requests must be submitted by the line manager to HRMG who will review and approve. A contract addendum/extension must be issued to the staff member. (Please contact HRMG for details.)

5. Ethics and Compliance policies

5.1. Code of Conduct

IUCN has developed a Code of Conduct and Professional Ethics in order to provide guidance towards compliance with such standards, and to demonstrate best practice in action, consistent with IUCN's core values, Vision and Mission, and statutory instruments. It is provided to all staff at the time they join IUCN and it can be obtained at HRMG.

5.2. Conflict Of Interest

(Please refer to IUCN Guide to Conflict of Interest.)

5.3. Investigations

Reports of ethical misconduct and breach of policy will be investigated according to the procedure outlined in IUCN Code of Conduct.

5.4. Disciplinary Measures

The Disciplinary measures may be imposed on staff members for conduct that does not conform to the standards outlined in the applicable Conditions of Service, IUCN Code of Conduct, and all related ethics and compliance policies, such as, but not limited to, the Anti-Fraud policy and the Conflict of Interest policy.

Depending on the gravity of misconduct or offence, the line manager, in consultation with Human Resources, may consider applying one of the following disciplinary measures:

- Warning (oral or written) is given for minor misconduct and is not put on record in the staff member's official status file. However, the line manager should retain records for future reference.
- Written reprimand is a more severe measure than a warning and is put on record in the staff member's official status file. It is issued as a continuation of earlier warnings if unsatisfactory behaviour continues, or if the nature of the misconduct warrants a written reprimand. HRMG and the head of office must be informed.
- Dismissal is separation from service for gross misconduct or for unsatisfactory performance so serious or persistent as to require this measure. HRMG and the head of office must be consulted before making any decision. Local labour laws determine the procedure for dismissal.

5.5. Appeals

Any staff being affected by a disciplinary measure must have the opportunity to appeal, orally or in writing, depending on the type of measure being applied. Refer to the guidelines at the end of this procedure for details.

5.6. Business activities outside of work

If a staff member has an outside remunerated business activity, we ask him/her to declare it to their line manager and HRMG to make sure that there are no conflicts of interest and also that they comply with the contractual requirements set by the Swiss Legislation on the maximum working time allowed to staff members.

5.7. Personal information and record management

IUCN needs to collect, store and process personal data about staff members for employment purposes. IUCN stores the personal data in order to efficiently manage the employment relationship during and after employment with IUCN. IUCN uses this information to be able to:

- a) perform its obligations and responsibilities in the employment contract,
- b) comply with legal and regulatory requirements,
- c) carry out its mandate,
- d) exercise or defend legal claims, and
- e) for other legitimate purposes.

Please refer to IUCN's Data Protection Policy and the IUCN HR Personal Data Notice which are provided at the start of your employment or contact HRMG to obtain them.

6. Compensation, Benefits and Taxation

6.1. Salary

6.1.1. Salary administration

The salary is calculated on an annual basis and paid in Swiss francs in twelve instalments, on the 25th of each month or the last working day before this date. In the month of December, salaries are paid on the 15th or the last working day before this date.

Salaries are paid to the staff member's bank or post office account in Switzerland. IUCN will transfer the staff member's salary to a single bank or post office account.

IUCN has negotiated a Representation Allowance with the Tax authorities in Canton de Vaud for management levels. This amount is not subject to deductions (AVS and Tax) and vary depending on the staff member's level and forms part of the employee's gross remuneration. Details are specified in the staff member's employment contract. Additionally you can contact the Human Resources Department for more information.

6.1.2. Salary advance

Staff members can request a salary advance of no more than one month's net salary which will be deducted from the current or following salary. Any amount above one month's net salary is classified as a personal loan (please refer to 5.5. Personal Loan).

6.2. Benefits

6.2.1. Pension

Staff members based at Headquarters are covered by the supplementary pension (the compulsory basic savings portion and the extra-obligatory savings portion) to the AVS or second pillar (Prévoyance professionnelle vieillesse, survivants et invalidité – LPP).

| | |
|---------------|--|
| Purpose | To provide an old age pension to people at the age of retirement. Together with the AVS insurance, its purpose is to allow the maintenance of a standard of living similar to that prior to retirement. To provide a pension for survivors and a pension in case of disability. |
| Contributions | Staff members contribute 6% of their base salary as the contribution to their pension capital. IUCN contributes 7% of the base salary to the pension capital of the staff member. A further contribution from IUCN goes towards administrative costs and the premium for insurance covering death and/or disability before retirement. The amount of the latter contribution varies depending on the risk factor involved. |
| Benefits | All staff members receive a detailed pension certificate annually stating the benefits provided. This is available from the pension fund online platform. Please log onto the Swiss life site and set up an account to access your information and request certificates. https://myworld.swisslife.ch Additional information can be obtained from HRMG. |
| End of scheme | The scheme terminates when the staff member leaves Headquarters or reaches the age of retirement. When leaving IUCN employment in Switzerland: |

If the person continues to be employed in Switzerland, the total accumulated pension capital plus interest will be passed on to the pension scheme of the new employer. Specific regulations apply to this procedure.

If the person takes up freelance work, they can request a lump sum payment consisting of the total accumulated pension capital plus interest.

If the person leaves Switzerland on a permanent basis, the specific section below applies.

In case of retirement:

If a staff member desires to receive a lump sum instead of an annual pension at the age of retirement, a request to the insurance company has to be made.

Early retirement should be discussed with HRMG.

Pension Fund Committee

The main responsibility of the Pension Fund Committee (also known as the Administrative Board) is the administration of the pension scheme, in particular by:

Monitoring the payment of contributions and individual announcements (arrival, departure, decease, etc.).

Issuing, implementing and amending the pension fund regulations as required.

Providing information to the insured persons as required (individually or as a group).

The Board is comprised of the equal numbers of employer and staff member representatives.

Leaving Switzerland on a permanent basis

A staff member leaving Switzerland should consult HRMG in relation to their basic savings portion and extra-obligatory savings.

Insurer

Please contact the Human Resources Management Group for additional information of the company who is currently covering HQ staff members.

Applicable law

Loi Fédérale sur la Prévoyance Professionnelle

6.2.2. Government Social Security

All staff members based at Headquarters (with the exceptions noted below) are covered by the compulsory State insurance scheme (first pillar), which comprises the Old Age and Survivors' pension scheme (Assurance-vieillesse et survivants - AVS), the Disability insurance (Assurance invalidité - AI) and the Insurance Against Loss of Earnings for Service and Maternity (Allocations perte de gain en cas de service et maternité - APG).

With the exceptions noted in the table below every person in gainful employment in Switzerland has the obligation to pay contributions to the AVS insurance when reaching the age of 17 (contributions start on 1 January of the year that follows the 17th birthday) until they reach the official age of retirement.

Purpose

To provide an old age pension to people at the age of retirement. Together with the LPP pension scheme (please refer to 5.3.1.), its purpose is to allow the maintenance of a standard of living similar to that prior to retirement.

To provide a survivor's pension to the spouse and dependent children of a deceased insured person.

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|--|--|
| | <p>To provide rehabilitation measures for the reintroduction to active professional life in case of disability. When this is not possible, it provides a disability pension after two years have elapsed.</p> <p>To provide a loss of compensation insurance for staff members engaged in Swiss military service, civil protection or civil service as well as for staff members on maternity leave.</p> |
| Contributions | Contributions are calculated as a percentage of total compensation (base salary and other compensation received by the staff member, such as medical insurance contribution, expatriate allowances, bonuses, etc.). |
| Benefits | The level of benefits provided by this insurance depends on various criteria, such as the years of contributions, the level of income or the number of dependents. |
| Non-Swiss staff members leaving Switzerland on a permanent basis | <p>Some countries have an agreement with Switzerland concerning social security. These agreements vary from country to country and provide particular rights and obligations for the citizens of such States when they leave Switzerland definitively. A detail of countries concerned and specific provisions can be obtained from HRMG.</p> <p>Citizens of States with which Switzerland has not concluded an agreement on social security may request the reimbursement of their accrued contributions, up to a specific limit and subject to particular conditions, after their definitive departure from Switzerland. Staff members must have contributed to the AVS insurance for at least one year in order to claim reimbursement.</p> |
| Exceptions from the obligation to contribute | In accordance with the social security conventions signed between Switzerland and other countries, the staff member may be exempted from the obligation to pay social security contributions in Switzerland, i.e. in the case of a time bound assignment from one such country to Switzerland approved by the competent social security authority (période de détachement) or in the event a staff member exercises their professional activity in several countries with a domicile abroad. |
| Insurer | <p>Centre Patronal</p> <p>Route du Lac 2</p> <p>1094 Paudex</p> <p>www.centrepatronal.ch</p> |

6.2.3. Unemployment insurance (AC)

At the end of employment, staff members based at Headquarters on Swiss work permits (B and C work permits) who have the necessary contributions, should register with the unemployment office who will advise of their eligibility to unemployment benefits (Assurance chômage - AC).

EU Nationals on “Carte de Légitimation” should contact their unemployment office to see if they qualify for benefits in Switzerland or in their country of origin.

Third Country Nationals (non EU or AELE citizens) on “Carte de Légitimation” must contribute to unemployment but will not be able to avail of this benefit (see table below).

| | |
|---------|---|
| Purpose | To guarantee an income for unemployed persons during a certain period of time by providing a daily indemnity. |
|---------|---|

| | |
|--|--|
| Contributions | <p>Contributions are deducted based on the current legislation applied in Switzerland.</p> <p>Contributions are subject to modification according to changes in the law.</p> <p>Contributions to this insurance are made only until the official retirement age.</p> |
| Non-Swiss staff members leaving Switzerland on a permanent basis | <p>Some countries have an agreement with Switzerland concerning social security. These agreements vary from country to country and provide particular rights and obligations for the citizens of such States when they leave Switzerland definitively. A detail of countries concerned and specific provisions can be obtained from HRMG.</p> <p>EU nationals may be eligible for unemployment benefits if they have contributed for at least 12 months during the last two years.</p> <p>Third country nationals on “Carte de Légitimation” are not entitled to receive unemployment benefits but will be required to contribute.</p> |
| Insurer | <p>Centre Patronal</p> <p>Route du Lac 2</p> <p>1094 Paudex</p> <p>www.centrepatronal.ch</p> |

6.2.4. Medical insurance

It is compulsory for staff members to contract a Swiss medical insurance. Coverage may vary depending on the type of plan that the staff member selects. Insurance brokers can advise staff members on the plan that might be better suited to their needs.

Medical insurance is required under Swiss law for staff members working at Headquarters and their dependents. Medical insurance is a personal responsibility, is contracted privately and the costs are borne entirely by the staff member.

Staff members are required to provide proof of adequate medical insurance coverage to HRMG. HRMG will provide initial assistance to new staff members in selecting a scheme but further administration is the sole responsibility of the staff member (i.e. payments, claims, etc.).

Staff members who arrive with a medical insurance cover from outside Switzerland are required to obtain approval from the cantonal authorities (OCC) to ensure their level of coverage is equivalent to that of the minimum legal obligatory insurance in Switzerland. If the cantonal authorities do not accept their insurance cover, then the staff member will be required to take out an insurance cover locally.

Staff members domiciled in the legal border area with France may choose to remain with their medical insurance in France or contract a Swiss insurance. The law specifies cases where an exception of the obligation to be insured is accepted ([Ordonnance sur l'assurance-maladie](#)).

IUCN makes a contribution to the monthly premium of a staff member's medical insurance. The contribution is based on the employment percentage.

6.2.5. Life, Accident, Disability Insurance

In the event of incapacity to work on account of illness or accident that is not under the control of the staff member, they will be entitled to their salary for the period of incapacity up to a maximum of two years from the date of illness or accident. The salary is paid according to the length of the staff member's service in IUCN Headquarters, as defined by the following scale:

| | |
|---|---|
| Length of service | Entitlement up to a maximum of two years |
| From the first month up to 3 months | 100% salary for the first week and 80% of salary thereafter |
| From the 4th month up to 12 months | 100% salary for three weeks and 90% thereafter |
| From the 13th month up to 24 months | 100% salary for one month and 90% thereafter |
| In the 3rd and 4th years | 100% salary for two months and 90% thereafter |
| From the 5th up to and including the 9th year | 100% salary for three months and 90% thereafter |
| From the 10th up to and including the 14th year | 100% salary for four months and 90% thereafter |
| From the 15th up to and including the 19th year | 100% salary for five months and 90% thereafter |
| From the 20th year onwards | 100% salary for six months and 90% thereafter |

IUCN reserves the right to send the staff member for a medical examination at the company Doctor. Based on this assessment, IUCN will review as to whether the staff member qualifies for the above entitlements. A similar process may be applied by the loss of earning insurance.

In the case of disability, the staff member may apply for disability benefits; this may be granted by the relevant institutions in accordance with the State disability insurance (AI) and the pension scheme (LPP) regulations.

A staff member's coverage for insurance against loss of earnings in the event of illness ceases to have effect immediately upon cessation of employment. Staff members have the possibility of contracting such insurance with IUCN's insurance provider individually, subject to any conditions of the insurance company, but must do so within thirty days of the end of employment.

6.2.6. Accident insurance

It is compulsory for all employers in Switzerland to cover their paid staff members under the basic accident insurance (Loi Fédérale sur l'Assurance Accidents - LAA). Staff members (but not their dependents) are covered against accidents, both professional and non-professional. The cost of the premium is borne by IUCN Headquarters. Staff members must insure their dependents against accidents at their own cost.

In addition to the basic insurance, IUCN Headquarters provides an accident insurance complementary to the LAA, which provides extra coverage for professional and non-professional accidents as noted below.

| | |
|---------|--|
| Purpose | <p>The insurance covers professional and non-professional accidents worldwide and reimburses associated medical costs. Non-professional accidents are only covered for staff members who work at least eight hours per week.</p> <p>In case of permanent disability due to an accident, and subject to certain conditions, the insurance provides a disability pension and a disability capital to complement the AI disability insurance after two years have elapsed.</p> <p>In case of death due to an accident, and subject to certain conditions, the insurance provides a survivor's pension and survivor's capital.</p> |
|---------|--|

| | |
|---|---|
| Contributions | Premiums for professional and non-professional accident insurance are borne by IUCN Headquarters. |
| Medical costs reimbursed | <p>In case of accident the insurance will cover, within specified limits, the following medical costs (details of specific limits and conditions for reimbursement that may exist can be obtained from HRMG):</p> <p>In-patient and out-patient treatment.</p> <p>Medication and clinical analysis upon doctor's prescription.</p> <p>Treatment and indispensable auxiliary equipment for recovery.</p> <p>Necessary medical care at home.</p> <p>Prostheses.</p> <p>Eyeglasses, hearing and dental aids.</p> <p>Travel expenses, relocation expenses and rescue costs.</p> <p>In the event of death, the cost of transporting the remains and funeral costs.</p> |
| Disability pension/capital | <p>In the case of permanent disability, disability benefits are provided by the insurance after two years have elapsed since the accident. This includes a disability pension that complements the AI (disability insurance) and a disability capital (disability capital covered by the complementary accident insurance).</p> <p>The level of disability benefits varies according to several factors, such as the level of contributions and the family situation (marital status, etc.) of the staff member. More information can be obtained from HRMG.</p> |
| Survivor's pension/capital | <p>In the case of death due to an accident, a survivor's pension and survivor's capital are provided by the insurance (survivor's capital covered by the complementary accident insurance).</p> <p>The level of benefits in the event of death will vary according to different factors, such as the level of contributions and the family situation of the staff member. More information can be obtained from HRMG.</p> |
| What to do in case of accident? | <p>Immediately inform HRMG or the insurer.</p> <p>In case of inexcusable delay or intentionally wrong declaration, the insurance company can deny or reduce the indemnities.</p> <p>The insurance company can request a medical examination at its own cost.</p> <p>The insurance company can deny or reduce the indemnities in case of non-professional accidents produced by dangerous activities for which appropriate security measures are not taken.</p> |
| Suspension of insurance | The insurance is suspended during military service (Swiss nationals only). |
| Insurance coverage at end of employment | In accordance with art. 10 LAMal (the Swiss law on sickness insurance), a staff member will no longer be covered by IUCN's accident insurance policy (which covers professional and non-professional accidents) as from the 31st day after the end of employment. Staff members should inform their sickness insurance provider about this situation before this deadline in order, if necessary, to ensure continuance of accident coverage. Staff members may extend their |

accident coverage by contacting IUCN's insurance provider within thirty days of leaving IUCN. The possibility to extend coverage with IUCN's insurance provider is made by special convention and for a maximum of one hundred and eighty days.

Insurer Please contact the Human Resources Management Group for additional information of the company who is currently covering HQ staff members.

Applicable law Loi Fédérale sur l'Assurance Accidents

6.2.7. Travel insurance

Any staff member who is required to travel on duty outside Switzerland is automatically insured worldwide for emergency medical services, evacuation and repatriation, at IUCN's expense only if a Travel Authorisation (TA) has been duly submitted and approved by the line manager. Travelling staff members can request HRMG for an insurance card specifying all emergency telephone numbers, although carrying this card is not a prerequisite for coverage. (Please refer to the IUCN's Travel Policy for additional information on travel on the Union Portal.)

Purpose Provides staff members travelling on IUCN business capacity with an insurance that covers emergency medical services, evacuation and repatriation.

If you are not living in Switzerland, please check the coverage allowed in your country of residence. Information on other insurances while travelling for work (i.e. for personal possessions or for work assets such as phones, computers or cash for meetings, etc.) is detailed in the Travel Policy.

Contributions Premiums are borne by IUCN.

What is covered under this policy? For information related to insurance cover please contact Human Resources Management Group.

What to do in cases of emergency? Before you leave make sure that you have collected the emergency contact numbers from HRMG.

In cases of emergency (accident or illness), staff members should contact the (24/7) or HRMG for coordination of assistance.

End of insurance The insurance is only applicable while on official travel.

In the case of leisure travel in conjunction with business travel, the insurance stops when the staff leaves the city where the business trips took place.

Home Leave is not covered by this policy (staff members must contract their own insurance).

The cover terminates on the day employment with IUCN ends.

Insurer Please contact HRMG for the Insurer's contact details.

6.2.8. Family allowance

Staff members are entitled to receive, upon request, a family allowance according to Swiss law for each dependent child; residents of France also have this option, according to bilateral

agreements. A one-off birth allowance (allocation de naissance) is provided to staff members upon the birth of a child of mothers residing in Switzerland at the time of birth; French residents also can receive a "prime de naissance". It is the obligation of staff members to notify HRMG of any changes in the status of their dependent children.

6.2.9. Commuting by public transport

Staff members are encouraged to use public transport to commute regularly to and from the office and can claim reimbursement of 30% of the cost of all public transport (against presentation of daily or monthly tickets). Staff members can also claim reimbursement of the cost of the half-fare Swiss train card (abonnement demi-tarif) provided that this card is used for the purchase of tickets to commute (the half-fare card is not required in connection with the monthly specified itinerary pass for example). Reimbursement of the cost of the half-fare card will be made on a pro rata basis depending on the duration of the contract.

IUCN will not reimburse the cost of the abonnement général (all-inclusive pass) unless the cost of the abonnement général is less than or equal to 30% of the abonnement de parcours mensuel or annuel (monthly or annual specified itinerary pass).

Claims for reimbursement are processed through the staff member's cost centre and can be made retroactively up to a maximum of one year.

6.3. Types of Leave

6.3.1. Annual leave

Leave entitlement is twenty five working days during the calendar year (1 January to 31 December). In order to recognise long service with the IUCN Secretariat, this entitlement will rise to:

- i. 26 days after five years' continuous service;
- ii. 28 days after ten years' continuous service; and
- iii. 30 days after fifteen years' continuous service.

If a staff member is employed for less than a full calendar year or works part time, the annual leave entitlement is calculated on a pro rata basis.

Staff members must apply for leave and have the application authorised by their line manager(s) prior to taking the leave in question. Leave is requested using the Human Resources Management System and the leave balance can be seen at the time of completing a new leave application. Line managers are responsible for reviewing regularly their team's leave status and putting a plan in place to ensure their staff take their annual leave during the year. Annual leave is provided to staff for the purpose of rest and recuperation. Staff members must take at least two consecutive weeks per annum to comply with local regulations.

In the case of long absences, the line manager and staff member will be required to ensure that any inconvenience the absence may cause to the office's operations is kept to a minimum.

If a staff member falls sick during annual leave, they are entitled to transform those days of sickness from annual leave to sick leave upon presentation of a medical certificate. Staff members are obliged to inform HRMG immediately of their incapacity to work and the expected duration.

In the case of accident impeding the continuation of annual leave, the staff member must inform HRMG as soon as possible for insurance purposes. Annual leave will be suspended and the staff member is entitled to claim back the period of leave not taken.

6.3.2. Accrued annual leave

Leave must be taken in the year during which it is earned. In the event of accrued leave, each line manager is required to plan with the staff member concerned to ensure that leave is taken in the briefest delay during the first quarter of the following year. This plan should be communicated to HRMG before the end of January at the latest.

Accrued annual leave may only be compensated through payroll at the end of service. The line manager shall ensure that the staff member takes accrued leave during their notice period unless there are operational needs that prevents this.

When a staff member transfers from one cost centre to another within IUCN Headquarters, every effort shall be made by the staff member to take their accrued leave prior to the transfer. If the leave is not taken, the total cost of the accrued leave shall be reimbursed by the releasing cost centre to the receiving cost centre.

The cash equivalent of the leave taken by the staff member in excess of the pro rata temporis entitlement may be deducted from the last salary payment.

6.3.3. Sick leave

Absences for sick leave exceeding three consecutive working days must be confirmed by a medical certificate; medical certificates can be requested by the line manager for absences of less than three days. Uncertified sick leave in excess of three consecutive working days will be deducted from annual leave but can also be subject to disciplinary action. IUCN also reserves the right to refer a staff member to IUCN's Doctor.

6.3.4. Special leave

Staff members are granted special leave on full salary without deduction from the annual leave entitlement for the following reasons:

| | |
|--|-----------------|
| Own marriage | 2 working days |
| Death of spouse/partner, own child, parent, brother, sister | 3 working days |
| Death of aunt/uncle, niece/nephew, grandparents, grandchildren, in-law, first cousins | 1 working day |
| International relocation | 2 working days |
| Local relocation | 1 working day |
| For father in case of childbirth (at the time of birth or when the mother and child return home) and in case of adoption | 10 working days |

Special leave must be taken when the occasion arises. It cannot be carried forward.

Absences for Swiss military service, jury service, civil defense or fire brigade service are dealt with according to Swiss law. Details can be provided by HRMG on request.

In case of sickness of a staff member's child/children, staff members having family responsibilities are granted special leave for the time needed, up to a maximum of three days per case of sickness, upon presentation of a medical certificate.

6.3.5. Maternity/ Adoption Leave

Fourteen weeks' maternity leave are granted with full pay. Relevant staff members should approach HRMG for insurance formalities. Maternity leave can be taken in combination with normal annual leave and unpaid leave (refer to sections above for more information). The staff member may also request a change in work percentage upon her return to work. The staff member shall notify the line manager of these requests, particularly the request to change work percentage, with enough time in advance for the line manager to make the necessary arrangements. The decision to grant these requests will be taken by the line manager in consultation with HRMG and taking into consideration the exigencies of the staff member's work.

In the case of adoption, parents will need to identify a first career, who will then be the one eligible to take the fourteen weeks of leave with full pay.

6.3.6. Notice of absence

Absences are recorded for security, statistics and insurance purposes. Staff members are required to complete an absence request (using the Human Resources Management System) in the following circumstances:

- a) Medical/accident,
- b) Special leave,
- c) Unpaid leave,
- d) Compensation for travel during weekends and overnight and overtime.

In the above cases, the absence form must be completed in advance and authorised by the line manager(s) prior to the absence, or as soon as possible thereafter in cases of emergency or urgent needs. In the event of absences due to illness or accident, the form must be completed as soon as possible after the event. Failure to do so constitutes a breach of contractual obligations.

Staff members should advise their line manager(s) or at minimum a colleague working in the same unit of absences of less than four hours during working hours.

6.3.6.1. Absence due to emergency

In cases of absence that are not under the control of the staff member, and for reasons inherent to their person (illness including during pregnancy, accident, military service, etc.), the leave entitlement will be reduced as follows:

- a) A reduction of the leave entitlement is only possible if the absence (or accumulated absences) amount to two complete months during the year of service (three months in the case of pregnancy),
- b) Each complete month of absence causes a reduction of 1/12 of the annual leave entitlement,
- c) The first month of absence (the two first months in the case of pregnancy) do not result in a reduction of leave.

6.3.6.2. Unpaid leave

Unpaid leave can be taken only in exceptional circumstances. Staff are encouraged to exhaust their annual leave balance before requesting unpaid leave. In addition, the staff member needs to submit a justification in writing to the line manager to request unpaid leave, specifying the circumstances. The line manager shall evaluate the request ensuring that the inconvenience the absence may cause to the office's operations is kept to a minimum. The line manager needs to seek clearance from HRMG before approving the request. If approved, the staff member shall complete and submit a notice of absence request for unpaid leave.

Normally unpaid leave will be provided for a maximum period of three months. Staff member and employer contributions to AVS, unemployment (AC) and LPP are suspended during absence on unpaid leave.

For rules concerning sabbaticals staff members should contact HRMG.

6.3.6.3. Office closure

At the end of the year and at the discretion of the Director General, leave days may be granted in the event of an office closure. These days will be reviewed on an annual basis and do not automatically constitute an entitlement to staff members.

6.4. Personal Loan

6.4.1. Approval

A loan is normally granted in cases of emergency. An emergency is defined as an unforeseeable set of circumstances resulting in financial hardship and calling for immediate action.

Staff members applying for a loan shall submit a formal request addressed to HRMG, who will analyse the case and submit it to the Director General along with a recommendation and the status of ongoing loans, specifying the total amount outstanding. The Chief Financial Officer shall provide their final clearing before the loan is approved. Loans are only made in the currency of the salary payment.

The maximum amount that may be loaned to a staff member shall be equivalent to one monthly instalment of the corresponding net salary.

Loans shall not be provided during the probation period of a staff member.

6.4.2. Repayment

The staff member shall undertake to repay the loan within a maximum of twelve months. HRMG will prepare a loan repayment schedule and will ensure the loan is recovered. This will normally be done through the payroll. Loans shall be subject to interest not exceeding the prevailing local rates applied by banks.

6.4.3. Termination before end of loan

If a staff member who has been granted a loan leaves IUCN the loan and pre-determined interest shall be deducted from the salary due during the notice period. If this is not possible, the staff member shall provide a guarantee with security to repay to IUCN the entirety of the loan and the pre-determined interest on it.

6.4.4. Request for another loan

A staff member may request another loan only one year after final repayment of a previous loan.

6.5. Contribution to training

Any contribution to a staff member's training equal or higher than CHF1'000.- (one thousand Swiss Francs) should be agreed through the creation of a contract agreement signed by the staff member and IUCN. These agreements will require the validation of the line manager and HRMG. The agreement will layout the terms and conditions attached to this contribution. Please contact HRMG for more information.

6.6. Host Country Benefits for Expatriate Staff

(Please refer to the Global Policy for Expatriate Staff.)

6.7. Relocation Benefits

(For internal transfer and relocation, please refer to the Global Policy for Expatriate Staff.)

6.8. Education allowance for eligible children

(Please refer to the Global Policy for Expatriate Staff.)

6.9. Taxation

A Swiss national appointed to Headquarters shall file their own personal return for income tax as required by the income tax regulations.

6.9.1. IUCN withholding tax for non-Swiss staff members

Under the terms of the agreement between the Swiss Confederation and IUCN, IUCN is exempt from Swiss taxes. As a direct consequence thereof, non-Swiss staff members working at IUCN Headquarters and living in Switzerland are exempt from paying Swiss income tax on their IUCN salary and benefits. However, to ensure equal treatment between Swiss and non-Swiss staff members, non-Swiss staff members living in Switzerland are required to pay a "withholding tax" to IUCN, as a contractual obligation imposed by IUCN with the approval of the Swiss tax authorities, in the form of a deduction from salary, equivalent to the income tax that a Swiss national would have been required to pay under Swiss law.

To ensure impartiality and confidentiality the amount of withholding tax is calculated by an independent fiduciary (tax advisor) in accordance with the income tax regulations of Switzerland. The fiduciary's fees are borne by IUCN and include calculation of the amounts to be deducted by IUCN as well as preparation of the basic Swiss tax return which the staff member has to file in order to declare their (other) worldwide income and wealth (see principle below). The cost of any additional work required, including but not limited to following up with the tax authorities, recourse, etc. will be borne by the staff member.

Principle

The withholding tax is assessed according to the "postnumerando" system, where tax for a given calendar year is calculated during the first three months

of the following year. Until that time, IUCN deducts from the salary of all non-Swiss staff members a monthly prepayment estimated by the independent fiduciary on the basis of information provided by the staff member.

According to the Swiss income tax regulations, all individuals are required to declare their family worldwide income and wealth. Income from real estate or permanent establishments situated outside Switzerland are not taxed in Switzerland but are taken into consideration for the determination of the applicable tax rate.

The estimation of prepayments is based on the best possible assessment made on the basis of information provided by the staff member. At any time in the year, staff members are invited to notify the independent fiduciary of changes in their situation in order to perform a reassessment / adjustment of tax prepayments. This includes but is not limited to changes in:

Family worldwide income (with the exception of IUCN salary)

Marital status

Number of dependents

Mortgages

In cases of salary modification, the staff member is responsible for notifying the fiduciary directly.

At the beginning of each year, as early as possible, a new estimation of prepayments will be established and deductions will be adjusted accordingly, as agreed between the staff member and the independent fiduciary.

IUCN will bear no responsibility for the preparation of the tax return, the assessment of the prepayments and possible differences in the final tax assessment.

If a staff member prefers to work with a fiduciary other than those appointed by IUCN for the calculation of Swiss tax and withholding tax, it will be at their cost and following the same principles as stated in this document. The staff member is required to provide a copy of the tax return, copy of supporting documents, and the tax assessment, to one of the IUCN appointed fiduciaries. Only tax calculations prepared by fiduciaries officially recognised in Switzerland will be accepted.

Obligations of non-Swiss staff members

It is the obligation of all non-Swiss staff members to arrange a meeting with the independent fiduciary, in coordination with HRMG, before or as soon as they start their appointment in order to estimate their withholding tax prepayments.

The staff member is required to meet and provide the fiduciary with all the necessary documents and information concerning all their family members including registered partnership recognised as such in Switzerland.

Confidentiality of information

Information provided by the staff member to the independent fiduciary will not be communicated to third parties.

Obligations of the independent fiduciary

The independent fiduciary will ensure that non-Swiss staff members are provided the usual advice in establishing the common annual tax declaration and prepayment estimations.

The independent fiduciary will establish the tax declaration, and, at the request of the staff member, act as their representative.

The independent fiduciary will propose a repayment schedule. HRMG will confirm the repayment schedule agreed and inform the independent fiduciary.

| | |
|--|---|
| | Any material tax deduction which could be subject to adjustment by the Swiss tax authorities will be reviewed by an independent Swiss tax expert in order to prevent major catch up or unjustified reimbursement before the final Swiss tax assessment. |
| Temporary personnel | Withholding tax for non-Swiss temporary personnel is deducted as per the “tax at source” regulations in Switzerland, and they are not required to meet with the independent fiduciary. Temporary personnel are those with fixed term contracts of less than or equal to six months’ duration. |
| Non-Swiss staff members domiciled in France | <p>A non-Swiss staff member appointed to Headquarters and domiciled in France shall make their personal return for income tax according to the bilateral agreement between Switzerland and France (Accord franco-suisse du 11 avril 1983 relatif à l’imposition des travailleurs frontaliers).</p> <p>IUCN will cover the costs of a special tax advisor for the first year of employment only. Further advice in filing a foreign tax declaration will be the responsibility of the staff member.</p> |
| Nationals of countries requiring a tax declaration outside Switzerland | <p>IUCN will provide non-Swiss staff members subject to an annual tax declaration in a third country (i.e. US nationals) with a yearly certificate to be used for this purpose.</p> <p>IUCN will cover the costs of a special tax advisor for the first year only. Further advice in filing a foreign tax declaration will be the responsibility of the staff member.</p> <p>Nationals of some countries are not exempted from income tax even if they work and reside outside their home country. In such cases IUCN will ensure that these staff members are not taxed twice by decreasing their IUCN withholding tax by the amount of their home country income tax. Valid proof must be presented to HRMG for this purpose.</p> |

7. Performance Management

7.1. Staff annual work plan and appraisal

Performance management at IUCN is a cycle of continuous performance enhancement consisting of three major phases - performance planning; progress review and feedback; and the annual performance evaluation. Each phase includes distinct activities to be carried out during the annual performance cycle by line managers and staff. Performance management is the main tool to identify individual career development objectives and to target individuals for succession planning. (Please contact your HRMG for more details.)

7.2. Performance Improvement Plan

A performance improvement plan (PIP), is used to give a staff member with performance deficiencies the opportunity to succeed. It may be used to address failures to meet specific goals or to address behaviour-related concerns. The PIP can be triggered after the talent review process or when the line manager notices that the staff member’s delivery does not meet the required standard. The PIP will be formalised and signed by, the staff member, the line manager and HRMG. The line manager and HRMG will work with the staff member to provide support and check on the staff member’s progress during the PIP. Staff members who do not graduate from their PIP will have their employment terminated due to underperformance. (Please contact your HRMG for more details.)

7.3. Corrective action

Corrective action is a process of communicating with the staff member to improve behaviour or performance after other methods such as coaching and performance appraisal have not been successful. The goal is to guide the staff member to correct performance or behaviour by

identifying the problems, causes and solutions, not to punish the staff member. (Please contact your HRMG for more details.)

8. Conflict resolution

IUCN has a structured approach when it comes down to solving conflicts, which detailed in its Conflict Resolution Chart. Each level of the process involves key internal parties who have a defined role. Those parties are:

8.1. Line Manager

(Please refer to the conflict resolution chart or contact HRMG.)

8.2. Human Resources Management Group

(Please refer to the conflict resolution or contact HRMG who will assist you accordingly.)

8.3. Ombudsman

(Please refer to the conflict resolution or contact the Ombudsman.)

8.4. Ethics Committee

(Please refer to the Code of Conduct and Professional Ethics for the Secretariat.)

8.5. Oversight Unit

(Please contact the Head of Oversight and/or refer to the Code of Conduct and Professional Ethics for the Secretariat and IUCN Anti-Fraud Policy.)

9. End of employment

9.1. Notice period

The normal notice period to be served by either party for staff members holding an indefinite contract will be one calendar month in the first twelve months of service, two calendar months during the second year and for service up to and including five years, and three calendar months thereafter. In the case of maximum term contracts, the notice period is defined in the contract.

Notice must be given in writing and should be in the possession of the other party on or before the last day of the calendar month before the beginning of the notice period.

The Director General may decide to release a staff member before completion of the notice period when this is in the interest of IUCN. In cases where a staff member is released from the obligation to work and has accumulated leave, the leave entitlement will be reduced by five days for each full month they have been released from the obligation to work.

A staff member may request a reduction of the notice period without pay, in the case of redundancy or termination by IUCN Headquarters. In the case of resignation by a staff member, the Director General has the authority to require the staff member concerned to work the full notice period in order to finalise essential tasks.

Financial compensation for accrued leave at the time of separation will be in accordance with the provisions on the subject (refer to section on accrued annual leave above), should the staff member be unable to avail him or herself of the accrued leave.

In compliance with Swiss law and in consultation with their line manager, a staff member will be permitted time off to seek employment opportunities elsewhere. This absence will not be deducted from the staff member's leave entitlement.

9.2. Types of Separation

9.2.1. End of contract

An employment contract normally ends either at the expiration of the agreed duration, or by the serving of a termination notice by either party.

9.2.2. Resignation

The resignation allows the staff member to terminate their employment contract on their own initiative respecting the notice period.

9.2.3. Mutually agreed separation

It is possible that a staff member and IUCN Headquarters jointly conclude that it is in both parties' interests unrelated to performance, operational or budgetary reasons - to part ways. The terms and conditions of the mutual agreement must be set forth in writing and contain the date of separation, the obligations of both parties, and/or the severance provisions; all in line with local labour law, as applicable. A mutually agreed separation must be approved by the respective Global Director, with the concurrence of the Chief Human Resources Officer.

9.2.4. Redundancy

Redundancy is the abolition of a position or positions in the structure of the organisation. The notice period will be three months in all cases of redundancy.

If there is need for collective redundancy, as defined by Swiss labour laws, a process of consultation will be established, with information to the competent authorities, before the Director General takes a final decision. The process will be handled according to Swiss labour law.

In the event of redundancy, collective or otherwise, staff members on an active contract will receive a compensation equivalent to two weeks' basic salary for each completed year of service. The calculation will be made on the basis of current basic salary, working hours over the employment period and the length of qualifying continuous service. This compensation will be subject to statutory deductions, tax and the signoff of an agreement that must set forth the obligations of both parties, the severance provisions; all in line with Swiss labour laws, as applicable.

There will be no compensation for staff members with less than one year of service.

9.2.5. Retirement

The current official retirement age for all HQ based staff members is 65 years for men and 64 years for women, which is when their employment contract will automatically end. Any changes to the Swiss legislation on retirement age will automatically apply to IUCN staff.

9.2.6. Separation with cause

9.2.6.1. Separation due to misconduct

Staff members are required to maintain a standard of performance and behaviour appropriate to their employment with IUCN Headquarters. A staff member may be summarily dismissed (without notice), in particular, in the event of:

- a) conviction of a serious criminal offence,
- b) grave misconduct,
- c) other reasons specified under Swiss law.

"Grave misconduct" includes any misdemeanour that is unlawful, fraudulent or corrupt or that involves deception, theft, the establishment of secret or unrecorded funds of money or other assets, malicious damage to or the use of IUCN facilities, resources and assets for illegal purposes or personal gain, including willful refusal or persistent neglect or failure to adhere to agreed policies and procedures, or gross indiscretion.

"Gross indiscretion" shall include willful disclosure of confidential information and data, including errors of omission as well as of deliberate intent, severe breach of confidence and trust, and any other action that may damage IUCN's integrity and reputation.

All cases of misconduct will be reviewed according to the processes established in the Code of Conduct and Professional Ethics for the Secretariat and IUCN Anti-Fraud Policy.

Dismissal within the meaning of this condition is understood as immediate termination of the contract in accordance with Article 337 of the Swiss Code of Obligation. No compensation will be granted to a staff member who is dismissed.

9.2.6.2. Separation due to underperformance

The separation due to underperformance can only be actioned after a Performance Improvement Plan (PIP) has taken place with the approval of the HRMG.

9.3. Exit procedure

Staff members are required to sign the end of contract acknowledgement letter which outlines the duties and responsibilities of the employer and staff member in relation to the end of employment. They need to complete an exit clearance process before their last day of employment. This includes settlement of all monies owing to IUCN (personal loans, salary advances, travel advances, etc.). Staff members are also required to return IUCN property (computers/laptops, cell phones, memory sticks, other equipment, books, keys, credit card, badge, etc.).

Upon termination, the concerned staff member is required to immediately and permanently erase on their home computer and other data processing equipment all non-public information of IUCN, after having sent a copy of those materials to IUCN.

IUCN email accounts are closed on the staff member's last working day. Staff members should refer to the User Account Management Policy with regard to the cleaning of personal items from all IUCN property before such property is returned to the Global Information Systems Group.

Staff members are encouraged to undergo an exit interview with a member of the Human Resources Management Group before their departure. This interview is conducted to obtain specific feedback pertaining to their jobs, working conditions, contractual conditions, peer and supervisor interaction, structural issues, external relations, etc. The purpose of exit interviews is to understand the reasons why staff members leave IUCN, and to identify possible trends as well as to seek solutions to improve IUCN's organisational processes, management, job design, remuneration and/or career planning.

In addition to the above, the staff member has the obligation to submit to their line manager a handover note providing, in as much detail as possible, the current status of tasks and responsibilities assigned to the staff member. All outstanding issues should be clearly indicated and any special issues noted.

9.3.1. Work certificates

At the time of departure and at the request of the staff member, IUCN will issue a work certificate. It is the responsibility of the line manager to draft this document which will be reviewed by HRMG. It has to be established on a timely basis following the end of employment, maximum thirty days after the last day of contract. The certificate is co-signed by a member of the Human Resources Management Group and the respective line manager. The work certificate clearly establishes the start and end dates of contract with IUCN, the position(s) the staff member has held, and the official terms of reference for each of these positions.

An interim work certificate can also be issued by the line manager at the request of a staff member. The interim certificate is co-signed by a member of the Human Resources Management Group and the respective line manager. The work certificate clearly establishes the start date of the contract with IUCN, the position(s) the staff member holds/has held, and the official terms of reference for each of these positions.

10. Rehiring

10.1. After dismissal

Staff members who have been dismissed due to a breach of the Code of Conduct and Professional Ethics for the Secretariat or to underperformance (including not having graduated from their probationary period or the Performance Improvement Plan) cannot be rehired to work for IUCN as a staff member, consultant or through a third party.

10.2. Cooling-off period

Any staff member, who resigns, is made redundant or leaves IUCN due to retirement, cannot be hired as a consultant for twelve months following the termination of their employment.

10.3. Retirement

Retirees of IUCN cannot be re-employed as staff members.