

# IUCN

The World Conservation Union

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## Welcome to IUCN

**CONDITIONS OF SERVICE FOR HEADQUARTERS  
Gland, Switzerland**

January 2006

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## Introduction to and applicability of the Conditions of Service

These Conditions of Service provide supplementary local provisions to the Global Human Resources Policy and apply to staff members appointed to the IUCN Headquarters in Gland, Switzerland, as defined by paragraph 4.2 of the Policy. They replace and substitute all previous issues and shall be reviewed annually to ensure conformity with the Global Human Resources Policy and local laws and regulations. Any changes to these Conditions shall be subject to prior consultation with the elected representatives of staff or, in their absence, with staff members directly and require the approval of the Director General.

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>).

## Appointment (refers to paragraph 8.2 of the Global Human Resources Policy)

The probation period for new staff members is three months.

Any promotion or reassignment to a different position will be confirmed in writing to the staff member concerned.

All non-Swiss staff members require a permit (*autorisation de séjour*) authorising him/her to work and his/her dependents to reside in Switzerland. The Human Resources Management Group (HRMG) will apply for the permit(s). Headquarters will refund all costs involved in obtaining the initial permits and in the renewal thereof for the staff member and his/her dependents, except for C-type permits.

## Compensation and benefits (ref. 10)

### Salary

The salary is calculated on an annual basis and paid in Swiss francs in 12 instalments, on the 25<sup>th</sup> of each month or the last working day before this date. In the month of December, salaries are paid on the 15<sup>th</sup> or the last working day before this date.

Salaries are paid to the staff member's bank or post office account in Switzerland.

### Income tax

#### *(a) Non-Swiss staff members*

Under the terms of the agreement between the Swiss Confederation and IUCN, Headquarters is exempt from Swiss taxes. As a direct consequence thereof, non-Swiss staff members working at Headquarters are exempt from paying Swiss income tax on their IUCN salary and benefits. In order to ensure equal treatment between Swiss and non-Swiss staff members, a deduction is made directly from the salary of non-Swiss staff members in the form of an internal tax equivalent to the income tax which he/she would have been required to pay under Swiss law. To ensure impartiality the sum is calculated by an independent fiduciary in accordance with the income tax regulations of Switzerland.

A non-Swiss staff member appointed to Headquarters and domiciled in France shall make his/her 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*).

#### *(b) Swiss staff members*

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

## Old age and survivors insurance/Disability insurance (AVS/AI/APG)

All staff members based at Headquarters 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).

The AVS/AI/APG insurance is compulsory for everybody in gainful employment in Switzerland who has reached the age of 17 (contributions start on the 1st January of the year that follows the 17th birthday).

|  |  |
|--|--|
| Purpose  | <ul style="list-style-type: none"> <li>To provide an old age pension to people at the age of retirement. Together with the LPP pension scheme (see below), its purpose is to allow the maintenance of a standard of living similar to that prior to retirement.</li> <li>To provide a survivor's pension to the spouse and dependent children of a deceased insured person.</li> <li>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.</li> <li>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.</li> </ul>  |
| Contributions  | <ul style="list-style-type: none"> <li>Contributions are calculated as a % of total compensation (base salary and other compensation received by the staff member, such as medical insurance contribution, education allowances, installation allowances, bonuses, etc.).</li> <li>According to Swiss regulations, the contribution is 10.1% of total compensation. Half (5.05%) is paid by the staff member through direct salary deductions, and the other half is paid by Headquarters.</li> </ul>  |
| Benefits   | <ul style="list-style-type: none"> <li>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.</li> </ul>   |
| End of insurance   | <ul style="list-style-type: none"> <li>The obligation to pay contributions ends when the insured person reaches retirement age (65 years for men and 64 years for women).</li> <li>When a staff member continues to work after the official retirement age, he/she will continue contributing under specific regulations. Details can be obtained from HRMG.</li> <li>When a staff member takes early retirement, he/she has to pay contributions until the official retirement age.</li> </ul>  |
| Non-Swiss staff members leaving Switzerland on a permanent basis | <ul style="list-style-type: none"> <li>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.</li> <li>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. Employees must have contributed to the AVS insurance for at least one year in order to claim reimbursement. Details of the claim procedures can be obtained from HRMG.</li> </ul> |
| Insurer  | <p>Centre Patronal<br/>Route du Lac 2<br/>1094 Paudex<br/><a href="http://www.centrepatronal.ch">www.centrepatronal.ch</a></p>   |
| Applicable laws and regulations                                  | <ul style="list-style-type: none"> <li><a href="#">Loi fédérale du 20 décembre 1946 sur l'assurance-vieillesse et survivants (LAVS)</a></li> <li><a href="#">Règlement du 31 octobre 1947 sur l'assurance vieillesse et survivants (RAVS)</a></li> <li><a href="#">Loi fédérale du 19 juin 1959 sur l'assurance-invalidité (LAI)</a></li> <li><a href="#">Règlement du 17 janvier 1961 sur l'assurance-invalidité (RAI)</a></li> <li><a href="#">Loi fédérale du 25 septembre 1952 sur les allocations pour perte de gain en cas de service et de maternité (Loi sur les allocations pour perte de gain, LAPG)</a></li> </ul>  |

## Unemployment insurance (AC)

All staff members based at Headquarters are covered by the compulsory State unemployment insurance (*Assurance chômage - AC*).

|   |   |
|---|---|
| Purpose                                   | <ul style="list-style-type: none"><li>To guarantee an income for unemployed persons during a certain period of time by providing a daily indemnity.</li></ul>   |
| Contributions                             | <ul style="list-style-type: none"><li>Contributions are calculated as a % of the total compensation up to a maximum of CHF 8'900 per month (total compensation includes the base salary and other compensation received by the staff member, such as medical insurance contribution, education allowances, installation allowance, bonuses, etc.).</li><li>The contribution amounts to 2% of total compensation (up to a maximum of CHF 8'900 per month). Half (1%) is deducted from the staff member's salary and the other half is paid by Headquarters.</li></ul>  |
| Benefits applicable to the canton of Vaud | <ul style="list-style-type: none"><li>The basis under which unemployment indemnities are calculated is the insured income. In general, this corresponds to the total compensation subject to AVS received the last month before unemployment, with a maximum of CHF 8'900 per month.</li><li>Unemployed persons with dependent children or who are disabled receive 80% of the insured income. All other persons receive 70% of the insured income. There is a waiting period during which no indemnity is paid. The waiting period is calculated on a case by case basis.</li><li>Unemployed persons receive daily indemnities for a period that depends on a number of factors (including age) up until the day they start employment again. The indemnity is given for a maximum of 400 days for people aged up to 55 years. People older than 55 years may receive indemnities up to 520 days, or even 640 days during the four year period before retirement age.</li><li>Benefits can only be claimed after having contributed for a minimum of 12 months.</li><li>The right to claim benefits is subject to specific rules. Details of these provisions can be obtained from HRMG.</li></ul> |
| Insurer                                   | Centre Patronal<br>Route du Lac 2<br>1094 Paudex<br><a href="http://www.centrepatronal.ch">www.centrepatronal.ch</a>  |
| Applicable laws and regulations           | <i>Loi fédérale du 25 juin 1982 sur l'assurance-chômage obligatoire et l'indemnité en cas d'insolvabilité (Loi sur l'assurance-chômage, LACI)</i>   |

## Pension scheme (LPP)

Staff members based at Headquarters are covered by the compulsory supplementary pension to the AVS or second pillar (*Prévoyance professionnelle vieillesse, survivants et invalidité – LPP*).

|               |   |
|---------------|---|
| Purpose       | <ul style="list-style-type: none"><li>To provide an old age pension to people at the age of retirement. Together with the AVS insurance (see above), its purpose is to allow the maintenance of a standard of living similar to that prior to retirement.</li><li>To provide a pension for survivors and a pension in case of disability.</li></ul>   |
| Contributions | <ul style="list-style-type: none"><li>Staff members normally contribute 6% of their base salary. It consists of two parts: 4.33% that contributes to the pension capital of the staff member, and 1.67% towards the premium for insurance covering death and/or disability before retirement (in some cases, the contribution towards the premium for insurance may be lower than 1.67% due to particular circumstances of the staff member).</li><li>Headquarters contributes around 12% of the base salary, consisting of two parts: 8.66% which contributes to the pension capital of the staff member, and a further contribution that goes towards the premium for insurance covering death and/or disability before retirement. The amount of the latter contribution varies depending on</li></ul> |

|                                 |  |
|---------------------------------|--|
|                                 | the risk factor involved.  |
| Benefits                        | <ul style="list-style-type: none"> <li>All staff members receive on an annual basis a detailed pension certificate stating the benefits provided. Additional information can be obtained from the Pension Fund Committee at Headquarters.</li> </ul>   |
| End of scheme                   | <ul style="list-style-type: none"> <li>The scheme terminates when the staff member leaves Headquarters or reaches the age of retirement.</li> <li>In case of leaving Headquarters: <ul style="list-style-type: none"> <li>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 rule such procedure.</li> <li>If the person takes up freelance work or leaves Switzerland on a permanent basis he/she can request a lump sum payment consisting of the total accumulated pension capital plus interest.</li> </ul> </li> <li>In case of retirement: <ul style="list-style-type: none"> <li>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 at least 3 years in advance.</li> <li>If an employee continues to work after the official age of retirement, he/she stops paying contributions.</li> <li>Early retirement should be discussed with HRMG.</li> </ul> </li> </ul> |
| Insurer                         | <p>Swiss Life<br/> Avenue de Rumine 13<br/> 1001 Lausanne<br/> <a href="http://www.swisslife.ch">www.swisslife.ch</a></p>  |
| Applicable laws and regulations | <i>Loi fédérale du 25 juin 1982 sur la prévoyance professionnelle vieillesse, survivants et invalidité (LPP)</i>   |

### Accident insurance (LAA)

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

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

|                          |   |
|--------------------------|---|
| Purpose                  | <ul style="list-style-type: none"> <li>The insurance covers professional and non-professional accidents worldwide and reimburses associated medical costs. Non-professional accidents are only covered for employees who work at least 8 hours per week.</li> <li>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 (see above).</li> <li>In case of death due to an accident, and subject to certain conditions, the insurance provides a survivor's pension and survivor's capital.</li> </ul> |
| Contributions            | <ul style="list-style-type: none"> <li>Premiums for professional and non-professional accidents are borne by Headquarters.</li> </ul>   |
| Medical costs reimbursed | <ul style="list-style-type: none"> <li>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): <ul style="list-style-type: none"> <li>In-patient and out-patient treatment.</li> <li>Medicines and clinical analysis upon doctor's prescription.</li> <li>Treatment and indispensable auxiliary equipment for recovery.</li> </ul> </li> </ul>   |

|                                 |   |
|---------------------------------|---|
|                                 | <ul style="list-style-type: none"> <li>- Necessary medical care at home.</li> <li>- Prostheses.</li> <li>- Eyeglasses, hearing and dental aids.</li> <li>- Travel expenses, relocation expenses and rescue costs.</li> <li>- In the event of death, the cost of transporting the remains and funeral costs.</li> </ul>  |
| Disability pension/capital      | <ul style="list-style-type: none"> <li>• In case of permanent disability, disability benefits are provided by the insurance after two years have elapsed. This includes a disability pension that complements the AI (disability insurance) and a disability capital (<u>disability capital covered by the complementary accident insurance</u>).</li> <li>• The level of disability benefits 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.</li> </ul> |
| Survivors' pension/capital      | <ul style="list-style-type: none"> <li>• In case of death due to an accident, a survivor's pension and survivor's capital are provided by the insurance (<u>survivor's capital covered by the complementary accident insurance</u>).</li> <li>• 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 employee. More information can be obtained through HRMG.</li> </ul>  |
| What to do in case of accident? | <ul style="list-style-type: none"> <li>• Immediately inform IUCN or the insurer.</li> <li>• In case of inexcusable delay or intentionally wrong declaration, the insurance company can deny or reduce the indemnities.</li> <li>• The insurance company can request a medical examination at its own cost.</li> <li>• 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.</li> </ul>   |
| End of insurance                | <ul style="list-style-type: none"> <li>• The insurance finishes 30 days after the end of employment.</li> <li>• The insurance is suspended during military service (Swiss nationals only).</li> </ul>   |
| Insurer                         | <p>Helsana<br/>Case Postale<br/>1001 Lausanne<br/><a href="http://www.helsana.ch">www.helsana.ch</a></p>  |
| Applicable laws and regulations | <p><i>Loi Fédérale sur l'Assurance Accidents</i></p>  |

## Medical insurance

Medical insurance is required by Swiss law for all 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.

Headquarters has arranged for two group medical insurance schemes offering a wide range of coverage (at choice) for the staff member and his/her dependents. Joining one of these schemes is optional but if a staff member chooses not to do so, he/she will be required to provide proof of adequate coverage with another insurer. 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.).

Headquarters makes a contribution to the monthly premium of a staff member's medical insurance. The amount is determined and announced to staff members in January of each year.

Staff members who are required to travel on duty outside Switzerland will be insured worldwide for emergency evacuation and repatriation, at Headquarters' expense.

### Salary entitlement in case of illness or accident.

In the event of incapacity to work on account of illness or accident a staff member will be entitled to his/her 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 Headquarters, as defined by the following scale:

| <u>Length of service</u>  | <u>Entitlement up to a maximum of 2 years</u>   |
|---------------------------|---|
| between 0 and 3 months    | 80% of salary from the first day                |
| between 4 and 12 months   | 100% salary for 3 weeks and 80% thereafter      |
| between 13 and 24 months  | 100% salary for one month and 80% thereafter    |
| between 3 and 4 years     | 100% salary for two months and 80% thereafter   |
| between 5 and 9 years     | 100% salary for three months and 80% thereafter |
| between 10 and 14 years   | 100% salary for four months and 80% thereafter  |
| between 15 and 19 years   | 100% salary for five months and 80% thereafter  |
| after 20 years of service | 100% salary for six months and 80% thereafter   |

If incapacity to work exceeds the two-year period, invalidity benefits will be provided in accordance with the State disability insurance (AI) and the pension scheme (LPP) as described previously.

A medical examination may be required to qualify for coverage under any of the above schemes.

### Family allowance

Staff members are entitled to receive a family allowance according to Swiss law for each dependent child. A one off birth allowance (*allocation de naissance*) is provided to staff members upon the birth of a child. Payments are subject to the regulations of the *Caisse de compensation* (Vaud). Details can be provided by HRMG on request.

### Public transportation cost reimbursement

In order to encourage the use of public transport, Headquarters will reimburse 30% of the cost of all public transport (against receipts) used by a staff member to travel to and from the office. Headquarters will also reimburse the full cost of the half-fare Swiss train pass (*abonnement demi-tarif*), provided the staff member regularly uses the train to travel to and from work.

### General employment conditions (ref. 14)

#### Working hours

Normal working hours shall amount to 40 per week (Monday through Friday), excluding the lunch break. Part-time working arrangements for less than 40 hours will be specified in the letter of employment. A staff member may determine his/her working hours in agreement with his/her 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.

#### Overtime

Exceptionally, a staff member may be required to work overtime by his/her line manager, who will do the utmost to provide sufficient advance notice.



Staff members will be compensated by time off on a 1 hour for 1 hour basis for overtime worked during the week, including Saturdays, and 1.5 hours for 1 hour basis for overtime worked on Sundays and official holidays.

Compensatory time off may be taken by the staff member at his/her discretion, but with the prior approval of the line manager concerned. Financial compensation for overtime worked will be granted in exceptional situations only and require the approval of the line manager concerned and the Director HRMG.

Professional staff (Function Group P1 and above) are not entitled to overtime compensation.

Separate and specific rules for overtime worked in respect of IUCN's World Conservation Congress will be issued by the Director General before each event.

### Annual leave

Leave entitlement is 25 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:

26 days after five years' continuous service;  
28 days after ten years' continuous service; and  
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.

If a staff member falls sick during annual leave, he/she is entitled to transform those days of sickness from annual leave to sick leave upon presentation of a medical certificate.

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

### Official holidays

The following are considered official holidays at Headquarters: New Year's Day (1 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).

Where an official holiday falls outside the normal working week i.e. a Saturday or Sunday, it will be compensated by another day to be fixed at the Director General's discretion.

Headquarters will be closed on these days.

### Accrued annual leave

Leave must be taken in the year during which it is earned. A maximum of ten days' accrued leave may be carried forward from one calendar year to the next. Upon written request prior to the end of the calendar year, the Director General may at his/her discretion, and only under exceptional circumstances, authorise more than 10 days' accrued leave to be carried forward from one calendar year to the next.

Accrued annual leave may only be compensated in cash at the end of service. Every attempt shall be made by a staff member to take accrued leave during his/her notice period. Any exception requires the prior approval of the Director General.

In case of redundancy or dismissal, 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.

### Sick leave

Absences on sick leave exceeding three consecutive working days must be confirmed by a medical certificate; uncertified sick leave in excess of three consecutive working days will be deducted from annual leave.

### 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 days |
| Death of spouse, own child, parent, brother, sister | 3 days |
| Transfer of residence                               | 1 day  |

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

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

### Maternity / adoption

Fourteen weeks' maternity leave are granted with full pay. Concerned staff members should approach HRMG for insurance formalities.

In case of adoption, six weeks leave with full pay are granted to the adoptive mother.

The father is entitled to 5 days of leave for childbirth (at the time of birth or when the mother and child return home) and in case of adoption.

### Conflict of interest (ref. 15.2)

The value of a gift that may be accepted by a staff member at Headquarters in the course of, or as a result of, his/her work, without seeking the approval of his/her line manager, will not exceed SFR 500.

### Drug abuse and substance dependency (ref 15.7)

The drugs and derivatives that are considered illegal substances by Swiss law are cannabis, heroin, smoked opium, synthetic hallucinatory drugs.

### Termination (ref 17.1)

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

### 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 up to and including five years' service, and three calendar months thereafter.

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

During the probationary period, seven days' notice on either side must be given.

The Director General may decide to release a staff member before completion of the notice period in the interest of IUCN. A staff member may request, in the case of termination by Headquarters, a reduction of the notice period without pay. 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 finalize essential tasks. 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.

### **Redundancy (ref 17.2)**

If there is need for collective redundancy, as defined by Swiss labour laws, the Director General will inform the staff members concerned at least five working days prior to taking a final decision on the collective redundancy. The notice period will be three months.

In the event of redundancy, collective or otherwise, staff members will receive a compensation equivalent to two weeks' salary for each completed year of service. The calculation will be made on the basis of current salary and working hours over the employment period. The length of service with the Secretariat will be calculated from the date of entry under a staff member contract of more than six months. There will be no compensation for staff members with less than one year of service.

Endeavours will be made to transfer staff members whose posts have been made redundant to other Secretariat posts vacant at that time.

### **Immediate dismissal (ref 17.3)**

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

- conviction of a serious criminal offence;
- grave misconduct including wilful refusal or persistent neglect or failure to adhere to agreed policies and procedures, or gross indiscretion;
- other reasons specified in local 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, and any behaviour which is not in conformity with the Global Human Resources Policy (14. Responsibilities of Staff Members).

"Gross indiscretion" shall include wilful 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.

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.