

CUTS GENEVA RESOURCE CENTRE SERVICE RULES

Preamble

Consumer Unity & Trust Society (CUTS) Geneva Resource centre (GRC) is a registered, non-partisan, non-profit and non-government organisation with the vision: “To pursue social justice and economic equity within and across borders by persuading governments and empowering people” and the mission: “To establish and promote a pro-trade pro-equity credible Southern NGO voice in the policy making circles working on trade and development in Geneva.”

Introduction

WHEREAS it is necessary to define the terms & conditions of the appointment and service rules for the staff of CUTS GRC and to provide for the duties, leave and the remuneration payable etc, the Executive Committee of the CUTS GRC have made the following service rules. The aim of the service rules is to ensure a disciplined working environment in the organisation, which will not only facilitate attainment of the mission and the values which CUTS GRC strives for but will also ensure a work culture which provides a sense of fulfilment to the employees.

THEREFORE, it expects and values the contribution of the staff in achieving the goals vis-à-vis the mission of CUTS GRC.

Chapter I: Definitions

1. ‘Executive Committee’ means the Executive Committee of CUTS GRC.
2. ‘Director’ means the Director of CUTS GRC appointed by the Executive Committee.
3. ‘Competent Authority’ in relation to exercise of any power means Director or any other person to whom the power is delegated by the Director under these rules.
4. ‘CUTS GRC’ means the CUTS Geneva Resource Centre established in Geneva as an NGO (Non Government Organisation) under the Swiss law.
5. ‘First Appointment’ means the appointment of a person by an appropriate authority with an appropriate letter/contract who at the time of appointment is not holding any post in CUTS GRC even though s/he may have previously held such a post.
6. ‘Holiday’ means a day on which CUTS GRC is ordered to be closed.
7. ‘Honorarium’ means a recurring or non-recurring payment granted from funds of CUTS GRC to a person as remuneration for her/his work.
8. ‘Leave’ is earned by duty and includes earned leave.
9. ‘Pay’ means the amount which an employee is entitled to and is drawn by her/him monthly in respect of the post held by her/him on a regular basis or in an officiating capacity.

10. 'Probation' means a person employed on probation in or against a vacancy in CUTS GRC before her/his appointment substantively.

11. 'Code of Conduct' means Code of Conduct of CUTS GRC applicable to staff.

Note: Words and phrases not defined above will in case of doubt have the same meaning as given to them from time to time by CUTS GRC through the competent authority, as defined in Chapter I, Clause 3.

Chapter II: Employment and Pay Structure

1. These rules will be called CUTS GRC Service Rules and are valid under the Swiss laws. The competent authority, as defined in Chapter I, Clause 3, shall issue contracts and/or appointment letters to all employees, as defined in Chapter II, Clauses 2 and 3, on the date of joining CUTS GRC.

2. These service rules shall come into force with effect from 01.07.2009 and shall apply to regular employees of CUTS GRC defined as under.

REGULAR EMPLOYEE means a person who is appointed on a permanent basis by the Competent Authority, whether with an appointment letter or with a contract: An employee who has completed probation period and has been confirmed in writing by the competent authority, as defined in Chapter I, Clause 3.

3. Unless otherwise expressly stated, these rules shall not apply to the following employees defined as under.

- a) Project (temporary) employee
- b) Part-time employee
- c) Person who is paid honoraria instead of salary
- d) Contract employee unless mentioned in the contract
- e) Probationer
- f) Intern

PROJECT (TEMPORARY) EMPLOYEE means a person who has been appointed for a particular project work and for a specific assignment either on full time or on part-time basis. The terms of the employment will be defined by the competent authority, as defined in Chapter I, Clause 3 at the time of such appointment and may be fixed or contingent upon the continuance/modification of the project work by the funding agencies.

PART TIME EMPLOYEE means a person who is appointed to work for less than eight hours in a day or less than forty hours a week.

PERSON WHO IS PAID HONORARIA INSTEAD OF SALARY means a person who is engaged for a particular assignment in the capacity as consultant/advisor or may be referred to by other appropriate name for a recurring or non-recurring payment granted from the funds of CUTS GRC as remuneration for her/his work.

CONTRACT EMPLOYEE means a person who is engaged for a specified period of time and having provisions for renewal and/or termination for a recurring or non-recurring payment

granted from the funds of CUTS GRC as remuneration for her/his work. The terms of the employment will be defined by the competent authority, as defined in Chapter I, Clause 3 at the time of such appointment.

PROBATIONER means a person recruited on any post and has a probation period of 1 – 3 months from the date of appointment. During the probationary period, the appointment is liable to termination without notice and this will be written in his Appointment Agreement. Probation period cannot exceed 3 months.

INTERN means a person engaged in temporary work in CUTS GRC, without any payment and/or honorarium.

4. Probationary period

The probation lasts one month which can be more or less if mentioned in the appointment letter/contract but in any case cannot exceed three months from the hiring date. During this period, each party can terminate the work contract with the working days notice indicated in the Appointment Agreement.

5. Termination of the work relationship after the probationary period

FIXED-TERM CONTRACT

The contract is terminated on the date fixed and it is not necessary for each party to give the notice of termination. The contract cannot be terminated during the agreed period. On mutual consideration, the contract can be further extended.

All clauses regarding immediate termination as per law remain in force.

INDEFINITE CONTRACT

Employees are issued with an Appointment Agreement that sets out the length of notice required by employees when they wish to terminate their employment.

This statement also lays down the length of notice of termination which the Organization is required to give.

After the probation, the notice of termination is established in writing subject to the following notices:

- During the first year of tenure, one month's notice from the end of the current month;
- From the second year of employment on, without taking into account the Employee tenure, two month's notice from the end of the current month.

Variations to these limits (can be more than 1 month or 2 months) will be included in individual Appointment Agreements.

All clauses regarding immediate termination as per law remain in force.

If a regular employee desires to leave the service of CUTS GRC, s/he shall give notice, in writing to the competent authority, as defined in Chapter I, Clause 3.

If an employee, other than regular employee, desires to leave the service of CUTS GRC, s/he shall give notice, in writing to the competent authority, as defined in Chapter I, Clause 3.

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6. Salaries will be paid direct into personal bank accounts on the last working day of each month.

On each pay day employees will receive an itemised pay statement showing gross pay, net pay and deductions.

Official rates of contributions since 1 January 2008 (unchanged in 2009) are the following:

Contributions AVS / AI (Old Age and Disability Insurance)

employer: 5.05%

employee share: 5.05%

total: 10.1%

Contributions AC (Unemployment)

ceiling up to 126'000.- per year

employer; 1%

employee share; 1%

total: 2%

Contributions Amat (maternity insurance genevoise)

employer: 0.02%

employee share: 0.02%

total: 0.04%

Pension Plan Subject to Pension Plan Act ("LPP), all employees are insured under a pension plan. The minimum annual salary to be insured under a pension plan changes every year (CHF 20'520.- in 2009). CUTS GRC pays 50% of the premium. The premium is based on the salary and the age of the employee. The LPP coordination deduction is CHF 23'940 for the year 2009.

The obligation to pay contributions ends as soon as the worker reaches the usual retirement age and stops working. For men, the retirement age is 65 years old; for women, it is 64 years old.

The rates mentioned above may be varied based on the extant Swiss laws.

7. After reaching the maximum of the scale an employee's salary will be fixed in the next higher scale after protecting her/his last pay.

8. Increment/decrement: an increment may or may not be granted on completion of one year. No increment shall be granted during the period of probation or during mid-year, unless specially authorised by the competent authority for a stated reason. Likewise, the reverse may also apply at the discretion of the competent authority as defined in Chapter I, Clause 3, if the person does not perform adequately as expected due to any reason whatsoever.

9. Promotion: promotion rules of different categories of staff will be based on performance appraisal by the competent authority, as defined in Chapter I, Clause 3.

Chapter III: Leave

1. **Leave** is not a matter of right of an employee. Leave shall be availed by a person only after informing the competent authority and taking into consideration on-going and pending work and shall be approved by the competent authority, as defined in Chapter I, Clause 3, subject to the exigencies of work. If possible, employee's individual needs will be taken into account.

2. Vacations

The vacation period is established as from 1 January through 31 December.

For the employee hired during the year, the right to vacations is calculated on a pro-rata basis.

The employee has the right to the following vacation term for every year of tenure:

- 20 working days during one complete year of service
- 25 working days during one complete year of service from the age of 50 years

The Competent Authority should encourage employees to apply for a vacation of at least two weeks at a time so that they can take adequate rest.

Subject to the approval of the Director, non-used vacation days can be carried over until June 30 of the following year.

If either party terminates the work relationship before the year-end, vacations from that year taken in advance by the employee shall be deducted from the salary.

When the employee is on business travel and working abroad during the above-mentioned holidays, the worked time will be compensated by the CUTS GRC.

2.1 Exceptional leaves of absence

In addition to the normal leaves of absence, the employees can take days off for the following reasons

Marriage of employee 2 days

Child delivery of spouse or of common law spouse 6 days

Demise of spouse or common law spouse, child or parents 2-3 days

Other next of kin in Switzerland or abroad ½ - 1 day

Moving 1 day

These leaves of absence shall be in effect at the time of the event.

2.2 Maternity leave in Geneva

The mothers who are submitted to AVS have a right to a 16 weeks (112 days) leave and receive maternity allowances (corresponding to 80% of the salary) for a period of 16 weeks in the Canton of Geneva.

2.3 Salary continuation in case of sickness

The Organization has purchased a salary continuation insurance plan in case of sickness.

Subject to Swiss law, during the 90 days deductible, the salary will be paid by CUTS GRC in its entirety, and with the following options:

- From 3 months to 1-year tenure: 3 weeks

- After 1-year tenure: 1 month
- After 2 years tenure: 2 months

After the deductible, i.e. from the 91st day of sickness leave, the salary continuation insurance pays a benefit equivalent to 80% of salary during a maximum of 720 days in case of sickness.

2.4 Salary continuation in case of accident

Subject to the Accident Insurance Federal Act (“LAA”), employees are insured against the consequences of work and personal accidents.

The premium cost of work accident insurance is borne by the Organization.

The insurance pays a benefit equivalent to 80% of salary as of the 3rd day of the accident until CHF 126 000 per year during 720 days.

3. The grant of leave shall be governed by the following general conditions.

3.1 When the exigencies of CUTS GRC’s work require, the discretion to refuse, postpone, curtail or revoke leave of any description or to recall to duty any employee already on leave is reserved to the competent authority, as defined in Chapter I, Clause 3.

3.2 No employee shall be granted leave of any kind for a continuous period exceeding one-calendar month, i.e. 30 days.

3.3. An employee going out of station, even on holidays, shall be required to provide contact co-ordinates (telephone and fax numbers and email address) to the competent authority, as defined in Chapter I, Clause 3.

Chapter IV: Transfer

1. The competent authority, as defined in Chapter I, Clause 3, shall have the right to transfer any employee, as defined in Chapter II, Clauses 2 and 3, from one section to another section and/or from one location to another location where the CUTS GRC operations are being carried out on the same salary.

2. In case an employee is transferred outside Switzerland where CUTS GRC operations are carried out then there will be suitable revision of pay if required and as determined by the competent authority, as defined in Chapter I, Clause 3. The last drawn salary of such employees while working in Switzerland shall be protected.

Chapter V: Work Schedule

1. The office shall work, unless otherwise defined, five days in a week and shall observe two days as weekly off, which will normally be Saturday and Sunday.

2. A full working day will ordinarily have 8 (eight) working hours from 9.00AM to 6.00PM, with a lunch break of one hour, from 1.00PM to 2.00PM. CUTS GRC shall not consider flexitime for any employee, as defined in Chapter II, Clauses 2 and 3, unless the competent authority, as defined in Chapter I, Clause 3 considers it appropriate.

3. The competent authority, as defined in Chapter I, Clause 3, shall notify public holidays to be observed during the year. In Geneva the following dates are legal holidays; 1 January, Good Friday, Easter Monday, Ascension Day, Whit Monday, 1 August, “Jeune Genevois”, Christmas and 31 December: total 9 days. There will be 2 (two) holidays in a calendar year on religious grounds. The number of vacation days per year will not exceed 10 days.
4. If an employee, as defined in Chapter II, Clauses 2 and 3, wants to avail of any other holiday in lieu of the above, s/he can do so subject to prior sanction from the competent authority, as defined in Chapter I, Clause 3.

Travelling expense reports approved by the Director shall be submitted to the Administrative Officer one day after return from trip.

Chapter VI: Service Records

Employees must notify the Organization of any change of name, address, telephone number, next of kin etc. in order that accurate personal records can be maintained for correspondence, calculation of the salary and also for emergency contact.

CUTS GRC shall maintain the service record of all employees, as defined in Chapter II, Clauses 2 and 3. The service record of an employee shall contain the following information and the competent authority, as defined in Chapter I, Clause 3, shall not disclose them to anybody without prior consent of the concerned employee.

- a) Name
- b) Date of appointment and joining
- c) Permanent and present addresses, including contact telephone and fax numbers and email address
- d) Date of birth
- e) Educational qualifications
- f) Signed curriculum vitae
- g) Name and occupation of the spouse, where applicable
- h) Details of children
- i) Scale of pay and designation
- j) Place of work
- k) Confidentiality undertaking
- l) Last pay certificate
- m) Social Security number
- n) Promotion
- o) Transfer
- p) Punishment
- q) Copy of the passport/driving licence
- r) Copy of the work permit (in case applicable)
- s) Fitness/medical certificate
- t) Relieving letter

Chapter VII: Applicable law and courts

The work relationship between the Organization and the employees is regulated by the Swiss laws, particularly the individual work contract, the CO (Codes des Obligations), the public Federal and Canton jurisprudence concerning work and social Insurances and these Service Rules.

Any dispute originated in this contract shall be settled under the Swiss laws. For this, the parties choose the Geneva law courts. Subject to potential appeals to the Federal Courts, the parties hereby accept the competence and jurisdiction of the Conciliation Board.

Chapter VIII: Disciplinary actions

1. The competent authority, as defined in Chapter I, Clause 3, shall take disciplinary action against an employee, as defined in Chapter II, Clauses 2 and 3, on one and/or more than one of the following grounds.

- a) Breach of any service regulation or any law applicable to CUTS GRC or any rules made thereunder, such that no employee of CUTS GRC shall cull and collect any official information and communicate directly or indirectly any official document or part thereof or information to any person except with the express written permission from the competent authority, as defined in Chapter I, Clause 3, no employee shall except with the previous permission in writing of the competent authority engage directly or indirectly in any part or full time employment or undertake any such activity which is likely to conflict with the interests and activities of CUTS GRC.
- b) Wilful insubordination or disobedience, whether or not in combination with one another, of any lawful/reasonable order of a superior.
- c) Going on an illegal strike or abetting, inciting, instigating or acting in furtherance thereof.
- d) Wilful slowing down in performance or work, or abatement in or instigation thereof.
- e) Theft, fraud or dishonesty in connection with the activities of CUTS GRC or property or the theft of property of another person or visitor at CUTS GRC offices.
- f) Accepting or giving bribes or any illegal gratification or unauthorised dealings or taking any advantage for personal benefit from any person dealing with CUTS GRC in connection with its activities.
- g) Habitual absence without approved leave and without leave for more than ten consecutive days or overstaying the approved leave without sufficient grounds or proper or satisfactory explanation or abandonment of work and duty.
- h) Drunkenness, acts amounting to sexual harassment, or riotous, disorderly or indecent behaviour on the premises of CUTS GRC or any other place where the employee is posted or present in connection with the activities of CUTS GRC.
- i) Commission of any act of indiscipline or misbehaviour on the premises of CUTS GRC or at any other place where the employee is posted or present in connection with its activities.
- j) Wilful neglect of work.
- k) Deliberate breach of any rules or instructions for the maintenance and running of any section of the CUTS GRC that come in to his/her hands/possession or change by virtue of performance of her/his duties.
- l) Failure to account for or deliver goods, machines, equipment or money or other property of CUTS GRC that come into her/his hands/possession or charge by virtue of performing her/his duty.
- m) Wilful damage to property of CUTS GRC.
- n) Holding any meeting inside the premises of CUTS GRC without the previous permission of the competent authority, as defined in Chapter I, Clause 3, or except in accordance with the provisions of any law for the time being in force.
- o) Disclosing to any unauthorised person any information with regard to the activities of CUTS GRC, that may come into the possession of the employee in the course of her/his work or otherwise.
- p) Gambling within the premises of CUTS GRC.
- q) Failure to observe safety instruction under any law or rules of CUTS GRC or interference with any safety device or equipment installed within its premises.
- r) Refusal to accept a charge sheet, order or other communication served in accordance with an employee's duty and/or responsibility.
- s) Unauthorised possession of any lethal weapon in the premises of CUTS GRC.

- t) Negligence on the part of an employee to take care of equipments, machines, instruments entrusted to an employee in the course of her/his duty and/or responsibility.
- u) Misuse of equipments, machines, instruments and Internet entrusted to an employee in the course of her/his duty and/or responsibility.
- v) Conviction in any court of law for any offence.
- w) Habitual late coming i.e. coming late to the office on any three consecutive occasions in a month without prior intimation or sufficient ground for late coming.
- x) Barring unforeseen circumstances, to remain absent at will and without applying for and getting leave sanctioned for occasions which are known well in advance.
- y) Any act other than those mentioned above, which can bring disrepute to the organisation.

2. The competent authority, as defined in Chapter I, Clause 3, shall take disciplinary action, defined as under, against an employee found guilty of misconduct, as defined in Chapter VII, Clause 5.

Minor Penalties

- a) Censure
- b) Withholding of increments
- c) Withholding of promotion
- d) Deduction of salary
- e) Recovery from pay of the whole or part of any pecuniary loss caused to CUTS GRC by negligence or breach of its rules and regulations or orders or directions of superior authorities.

Suspension

- a) The competent authority, as defined in Chapter I, Clause 3, shall place an employee under suspension, when a disciplinary proceedings against an employee is contemplated and/or where a case against him/her in respect of a criminal offence is under investigation or trial. An order of suspension may at any time be revoked by the competent authority, as defined in Chapter I, Clause 3.

Major Penalties

- a) Reduction to a lower stage in a time scale or to a lower grade or post.
- b) Removal or dismissal from services.

3. The competent authority, as defined in Chapter I, Clause 3, shall follow the procedure defined as under before taking disciplinary action against an employee of CUTS GRC, as defined in Chapter II, Clauses 2 and 3.

- a) The competent authority, as defined in Chapter I, Clause 3, shall inform an employee, as defined in Chapter II, Clauses 2 and 3, against whom an action is proposed in writing explaining the reason for taking such action(s). The said employee shall be given an opportunity to make representation that s/he may wish to and such representation shall be taken into consideration before taking any action(s).
- b) In the case of a major penalty, an employee, as defined in Chapter I, Clause 3, shall have the right to ask for personal hearing/oral enquiry. The competent authority, as defined in Chapter I, Clause 3, shall not make any order for such a penalty, except after the desired enquiry has been held and an opportunity has been given to the employee to make any representation against the penalty proposed to be awarded in the light of the findings of the Enquiry Officer and the competent authority's conclusions therein.

4. The competent authority, as defined in Chapter I, Clause 3, shall have the power to reinstate an employee, as defined in Chapter II, Clauses 2 and 3, who has been dismissed or suspended, specifying the following:

- a) whether the period of suspension from duty and/or responsibility may be treated as duty for all or any purposes.
- b) whether the employee may draw the last paid salary for the period of her/his period of suspension.

5. Every employee of CUTS GRC, as defined in Chapter II, Clauses 2 and 3 shall follow the Code of Conduct in letter and spirit and ensure that no violations are made. The Code of Conduct is enclosed with these Service Rules and shall be a part of the Service Rules.

6. Every employee of CUTS GRC, as defined in Chapter II, Clauses 2 and 3, shall, at all times, maintain absolute integrity and commitment to the duty and/or responsibility and shall not do anything, which is unworthy of an employee of CUTS GRC.

Chapter IX: Miscellaneous

1. When an employee of CUTS GRC, as defined in Chapter II, Clauses 2 and 3, gives talks on radio or participate in TV programmes relating to her/his professional work, the honorarium/per diem received for that performance will be deposited by her/him in the office with articles and papers.

2. No employee, as defined in Chapter II, Clauses 2 and 3, shall become a member of another non-government organisation and/or civil society organisation without written permission of the competent authority, as defined in Chapter I, Clause 3. If an employee is already a member of another non-governmental organisation and/or civil society organisation at the time of taking up employment at the Society, s/he shall have to provide the details at the time of joining.