ETH BOARD

PERSONNEL LAW OF THE ETH BOARD ON THE ETH DOMAIN

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ETH zürich

EPFL

PSI

WSL Swiss Federal Institute for Forest, Snow and Landscape Research WSL

Empa Materials Science and Technology

eawag aquatic research

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English is not an official language of the Swiss Confederation. This translation is provided for purposes only and has no legal force.

Personnel Ordinance for the ETH Domain (ETH PO)

of 15 March 2001 (version of 1 September 2023)

approved by the Federal Council on 25 April 2001

The ETH Board, pursuant to Article 37 clause 3 of the Law on Federal Personnel [FPL] of 24 March 2000[1] as well as to Article 2 clause 2 of the Framework Ordinance of 20 December 2000[2] for the Law on Federal Personnel (Framework Ordinance FPL), decrees as follows:

Commentary

For employees in the ETH Domain, the Personnel Ordinance for the ETH Domain is the main implementing order for the Law on Federal Personnel and for the Framework Ordinance of the Federal Council for the Law on Federal Personnel (FPL). The Personnel Ordinance consequently has the same normative significance as the Federal Personnel Ordinance for the personnel in the general Federal Administration.

The Personnel Ordinance for the ETH Domain is conceived in such a way that it is to be issued by the ETH Board and subsequently approved as a whole by the Federal Council.

SR [Classified Compilation of the Federal Law] 172.220.113

[1] SR 172.220.1; AS [Official Compilation of Federal Laws and Decrees] 2001 894

[2] SR 172.220.11; AS 2001 912

Chapter 1: General Provisions

Commentary

Art. 1 Subject and scope (Art. 2 FPL)

[1] This Ordinance governs the terms and conditions of employment of employees in the ETH Domain..

[2] This Ordinance does not apply to:

a. employment relationships under Article 17 clause 1 of the ETH Law of 4 October 1991[3];

a[bis] employment relationships of full and associate professors and assistant professors of both ETHs, unless the ETH Professorial Ordinance of 18 September 2003[4] makes reference to the present Ordinance;

b. apprentices who are subject to the Federal Act of Vocational and Professional Education [Berufsbildungsgesetz] of 13 December 2002[5].

With very few exceptions, all employment relationships in the ETH Domain are governed by the present Ordinance.

Professor, ETH President and Research Institute Director work relationships do not fall within the scope of this Ordinance.

Art. 2 Competences (Art. 3 FPL)

[1] The ETH Board is responsible for establishing, amending and terminating employment relationships as well as for all decisions associated with employment relationships relating to:

a. members of the executive boards of the institutiones excluding the Presidents of ETHZ and EPFL and the directors of the research institutes (the remaining members of the executive boards of the institutiones);

b. employees of the ETH Board;

c. employees of the ETH Internal Appeals Commission secretariat; the decisions are made in agreement with the President of the Commission.

[2] It may transfer the authority under clause 1 letters b and c to its president or to its secretary general.

[3] The ETH's Executive Boards and the Research Institutes directors are responsible for establishing, amending and terminating their employees' work relationships and for taking all decisions associated with said employment relationships.

[4] The ETH Board is responsible for implementing this Ordinance for its own employees.

[3] SR 414.110
[4] SR 172.220.113.40
[5] SR 412.10

According to Art. 17 paras. 1 and 9 of the ETH Act and Art. 2 of the Framework Ordinance of the Federal Council to the Law on Federal Personnel, the ETH Board is the employer. The ETH Board is therefore responsible for certain of the tasks specified in the Federal Personnel Act. The ETH Board may transfer employer decisions as well as the settlement of details regarding establishing, amending and terminating employment relationships to the ETHs and the Research Institutes' management bodies.

The ETH board applies the same principles to its own personnel as both the ETHs and the Research Institutes in staff related matters. This principle is set forth in the present Article; accordingly, no further reference will be made to ETH Board personnel.

In the event that decision-making competences are not defined in the Personnel Ordinance, the regulations relating to jurisdiction shall be enacted by the ETH Board for its own personnel and by both ETHs and the Research Institutes for theirs, respectively.

Commentary

Art. 3 Regulation of details

[1] Both ETHs and the Research Institutes shall, to the extent necessary, settle the details for their own personnel unless some other entity is charged with doing so.

[2] They shall communicate said regulations to the employees in an appropriate manner.

In this Article both ETHs and the Research Institutes are empowered to settle details, which are not conclusively or sufficiently regulated by this Personnel Ordinance and which need to be set out in concrete terms.

Chapter 2: Human resources policy

Part 1: Principle

Art. 4

[1] The ETH Board, both ETHs and the Research Institutes shall ensure:

a. a modern and considerate human resources policy;

b. attractive employment conditions that are competitive both nationally and internationally;

c. a purposeful as well as an economically and socially accountable engagement of their employees;

d. recruitment and promotion of qualified employees.

[2] The human resources policy shall take into account the goals of teaching, research and services as defined in the ETH legislation. It follows the Federal Council's human resources policy as well as the joint declaration of intent agreed with the social partners.

[3] Both ETHs and the Research Institutes shall be responsible for implementing the human resources policy. They shall take the necessary organisational and personnel measures in their field.

Commentary

The statements in Art. 4 reflect the foundations of the human resources policy as set forth by the social partners, upon which subsequent statements in the Personnel Ordinance are based. In this sense they have the same meaning as introductory policy statements found in collective employment contracts.

Art. 4 sets the human resources policy principles of the ETH Board, of both ETHs and of the Research Institutes. This contains a commitment to the Federal Council's human resource policy principles, which are specifically geared towards the goals of teaching, research and services. As a matter of fundamental principle, the ETH Domain propagates a modern human resources policy that is geared to the marketability of all employees in the workplace.

Implementing the human resources policy is the responsibility of both ETHs and of the Research Institutes. This principle applies to all further regulations in this Ordinance.

Part 2: Development of Human Resources

Art. 5 Responsibility (Art. 4 clause 2 letter b FPL)

1 Both ETHs and the Research Institutes shall promote the development of all employees. They shall thereby improve the quality of their performance, broaden employees' professional skills and improve their marketability in the workplace.

2 Employees are bound to continue their education in accordance with their abilities and the requirements of the work market and to be prepared to respond to changes.

3 Both ETHs and the Research Institutes shall participate adequately to the expenses for further education. The mutual rights and duties can be established in training agreements.

Commentary

Personnel development is of paramount importance. Its goal is to maintain and optimise the attractiveness of the ETH Domain as an employer and also the marketability of the employees in the workplace. In this process, the employees have the duty to prepare themselves actively to respond to changes and to evolve accordingly. Both ETHs and the Research Institutes shall participate to the expenses according to their requirements. To this purpose, they may foresee through training agreements an obligation for regressive reimbursement of the costs in the event that notice of termination is given.

Art. 6 Promotion of the academic mid-level (Art. 4 clause 2 letter b FPL)

Both ETHs and the Research Institutes shall prepare career concepts for assistants, senior assistants and for scientific collaborators.

Under the current ETH Law the term "academic mid-level" is not defined. In this Article, assistants and senior assistants as well as scientific collaborators are characterised as being part of the academic mid-level.

Art. 7 Performance appraisals and personnel development (Art. 4 clause 3 FPL)

1 Superiors shall conduct a performance evaluation interview with their employees at least once a year. Its purpose is a situational analysis and promotion of the employees and the assessment of their performance; it provides the opportunity for feedback on the managerial conduct of superiors.

Personnel development includes a personnel interview to be conducted at least once a year. The definition of the necessary procedure and tools to be used thereto is the responsibility of both ETHs and Research Institutes and must be orientated towards the needs of research and teaching.

[2] Subjects of situational analyses and promotion of employees are, in particular:

a. setting of objectives and their reassessment;

b. working conditions;

c. Tools and measures for skill rewarding;

d. the institution of appropriate measures regarding jobs or employment relationships.

[3] Predefined criteria are used for the assessment of employees' performance

[4] Employees shall express their views on the managerial conduct of their superiors. Their feedback shall help the superiors to develop the organisational unit.

[5] A written career plan shall be prepared within four years for the employees defined in Article 17b of the ETH Law of 4 October 1991[6] who have fixed-term contracts lasting for more than five years. The plan shall be revised within three years.

Commentary

The institution of corresponding measures (clause 2 letter d) must be considered in particular when the employee either substantially exceeds the expectations (Art. 27 clause 2 letter a) or fails to meet them at all (Art. 27 clause 2 letter f). In these cases, appropriate measures may be: the assignment of more challenging or simpler activities, a change of function or, if necessary, the termination of employment on grounds pursuant to Art. 10 clause 3 FPL.

Under Paragraph 5, the superiors of those on fixed-term contracts running for several years are required to prepare a career plan in consultation with the employee. In so doing, they take account of the fact that fixed-term contracts terminate on the date of expiry unless terminated previously with due notice.

Art. 8 Management development (Art. 4 clause 2 letter c FPL)

Both ETHs and the Research Institutes shall develop management development programmes. Their objective is to enable qualified employees to become executives and to promote management at all levels, in particular in teaching, research and services.

The management development objective encompasses the ability for qualified employees to hold executive positions and the strengthening of management at all levels. This regards, in particular, management in all areas of teaching, research and services. Management development is also understood as the development of executives on the basis of concepts yet to be developed.

[6] SR 414.110

	Commentary
Art. 9 Protection of personal rights (Art. 4 clause 2 letter g FPL)	
[1] Both ETHs and the Research Institutes shall ensure that there reigns a climate of personal respect and trust that precludes any discrimination. [2] Through appropriate measures they shall prevent inadmissible infringements on individual employees' personal rights regardless of whom these may originate from, in particular: a. systematic acquisition of individual performance data without the knowledge of the individuals concerned; b. performing or tolerating offences or actions against someone's personal or professional dignity. [3] Both ETHs and the Research Institutes shall appoint an office to give advice and support to employees who feel they are being penalised or discriminated. This office is not bound by any directives whilst performing its duties.	Both ETHs and the Research Institutes shall ensure that a climate of respect and trust is put into practice. It is understood that in case of only minor suspicions no individual monitoring can be ordered without prior information [of the employee]. The principles of the Federal Law on Data Protection are applicable. Anyone who feels they are being discriminated or penalised may seek advice and support. This mission is taken up either by existing offices or by new ones (ombudsman, personnel committee etc.).
Art. 10 Equal treatment between men and women (Art. 4 clause 2 letter d FPL)	
[1] Both ETHs and the Research Institutes shall take targeted measures to achieve equality of rights between men and women with regard to opportunities and treatment at work. [2] They shall protect the dignity of men and women in the workplace and take measures to enforce the prohibition of discrimination.	Both ETHs and the Research Institutes are bound to put into practice equal opportunities for and equal treatment of men and women. To achieve this, targeted measures must be developed and corresponding supervisory processes must be introduced.
Art. 11 Other measures (Art. 4 clause 2 letters e, f, h–k FPL, Art. 32 letter d FPL)	
Both ETHs and the Research Institutes shall take appropriate measures in their own field: a. to promote multilingualism, to ensure an appropriate representation of the linguistic communities as well as to foster understanding between the these communities;	Art. 4 FPL enumerates various domains where legal obligations and/or policy requirements issued by the Federal Council regarding human resources already exist, and which need direct implementation. No additional regulation is required at the ETH Board level, which is why this Art. 11 is formulated as a true delegation norm.

b. to ensure equal opportunities for the disabled, in particular for their employment and integration;

c. to promote ecological, health-conscious and safety-conscious conduct of their employees in the workplace;

d. to create apprenticeship and training positions;

e. to create working conditions, which allow the employees to manage their family and social responsibilities;

f. to guarantee employees are provided with extensive and timely information.

Part 3: Co-ordination and reporting (Art. 5 FPL)

Art. 12

1 Pursuant to the principles formulated in Article 4, the ETH Board shall co-ordinate the human resources policy that is developed by both ETHs and the Research Institutes.

2 Both ETHs and the Research Institutes shall periodically review whether the goals of the Law on Federal Personnel and the Personnel Ordinance for the ETH Domain have been achieved. They shall report to the ETH Board.

3 The report shall include in particular:

a. composition of personnel;

b. personnel costs;

c. job satisfaction;

d. the conduct of the personnel interview;

e. the implementation of the salary system.

4 The ETH Board shall analyse the reports and report on them to the Federal Department of Home Affairs.

Commentary

Both ETHs and the Research Institutes are responsible for implementing and applying the human resources policy. The ETH Board limits its actions (except for its own personnel) to steering and coordination within the common policy framework.

The establishment of the report containing the goals and the application of the Law on Federal Personnel is based on the provisions contained in the Framework Ordinance for the FPL. Clause 3 specifies the thematic groups of the report, which can be aggregated under the term "social accounting".

Both ETHs and the Research Institutes review the conformity of the salary system implementation following ETH Board provisions and report back to it on this issue.

Part 4: Participation and social partnership (Art. 33 FPL)

Art. 13

[1] The ETH Board, both ETHs and the Research Institutes shall take all necessary measures to ensure a solid social partnership.

[2] The ETH Board, both ETHs and the Research Institutes shall periodically enter into an agreement with the social partners regarding co-operation and human resources policy goals.

[3] Pursuant to this agreement, the social partners may request a revision of this Ordinance.

[4] Personnel commissions may be constituted at both ETHs and the Research Institutes if the majority of employees are in favour of such an institution.

Commentary

The ETH Board, both ETHs and the Research Institutes shall maintain regular contact with the social partners and periodically enter into agreements with them regarding co-operation and human resources policy goals.

Paragraph 4: The opportunities for co-determination and participation of the internal organisations of university members at both ETHs and the staff at the Research Institutes are set out in Art. 32 of the ETH Law (SR 414.110), Art. 6 of the Ordinance on the ETH Domain (SR 414.110.3) and Art. 4 of the Rules of Procedure of the ETH Board (SR 414.110.2).

Chapter 3: Employment relationship

Part 1: Commencement, amendment and termination

Commentary

Art. 14 Advertisement of jobs (Art. 7 FPL)

[1] Open positions shall be advertised in appropriate media.

[2] Public advertisement may exceptionally be omitted in the following cases:

a. for fixed-term positions lasting for a maximum of one year;

b. for positions being filled internally within the institutions of the ETH Domain, particularly in the case of internal advancement and promotions, with the exception of senior management positions;

c. for positions subject to internal job rotation;

d. for positions being filled as part of the occupational reintegration of sick or injured employees and the integration of people with disabilities.

[3] The management bodies of both ETHs and the Research Institutes shall regulate the details and the allotment of responsibilities for their domain.

[4] Vacancies in professions with above-average unemployment within the meaning of Article 53a of the Recruitment Ordinance of 16 January 1991[7] must be notified to the Public Employment Service.

As a rule, jobs must be advertised publicly. Public advertisement is defined as publications in openly accessible mass communication media, including the internet.

The list of cases in which public advertising may be forgone is exhaustive and encompasses the exceptions listed in letter a to d.

Senior management positions (i.e. the presidents of the ETHs and the directors of the Research Institutes) must be advertised publicly. By contrast, the deputies for the above-mentioned functions are often people who already hold a primary post and are then entrusted with this supplementary role. As in the Federal Administration, these supplementary roles need not be advertised publicly.

Art. 15 Pre-requisites for appointment

Appointments are contingent upon the specific requirements of each field of activity.

[7] SR 823.111

	Commentary
Art. 16 Employment contract (Art. 8 FPL)	
[1] The employment relationship commences upon signature of the employment contract by the competent service and by the future employee. [2] The employment contract must regulate at least the following: a. Commencement and duration of the employment; b. The area of work; c. The probation period; d. The level of employment; e. The salary and the form of salary payment; f. The pension plan; g. The terms of notice. [3] In addition to the employment contract the employees shall receive a job description.	Art. 16 defines the minimum requirements for individual employment contracts. There is no mention of the place of work. Geographical aspects of the work relationship are regulated under the term "area of work"; this provides the necessary flexibility required by future-oriented forms of work, such as teleworking, home-based work etc. In addition to the minimum provisions specified in clause 2, additional individual provisions may be agreed upon in the employment contract. During the appointment process and during discussions on the job description, future employees also receive information pertaining to development opportunities.
Art. 17 Amendment of employment contract (Art. 13 FPL)	
[1] Any amendment to the contract must be made in writing. [2] In the event of a change to the contract of employment, a consensual solution shall be sought as a matter of principle. If the employee rejects the change, it can only take effect by means of a notice of termination in accordance with Article 20a.	If amendments to the contract cannot be agreed upon, an amendment to the content of the contract must be put into effect by notice of termination.
Art. 18 Probation period (Art. 8 clause 2 FPL)	
[1] The probation period is normally three months but may be extended to a maximum of six months for scientific personnel and personnel with specific support functions. [2] In the event of a change of job within the ETH Domain or in the case of fixed-term employment relationships, a probation period may be waived or a shorter probation period may be agreed upon.	For scientific projects, a probation period of three months is often not long enough to determine whether the project can be completed successfully. In these cases, a probation period of six months is in the interests of both the employer and the employee and this provision allows the cooperation to be terminated in good time if necessary.

Commentary

Art. 19 Fixed-term employment relationships (Art. 9 FPL)

1 Employment relationships are, as a rule, not limited in time.

2 [abrogated]

3 Conclusion of fixed-term employment relationships in the intent of by-passing protection against termination by notice under Article 10 FPL is proscribed.

Under the ETH Law, employment relationships are in principle not limited in time, unless such a limitation is explicitly stipulated in the employment contract.

The rules on fixed-term contracts are regulated by Article 17b of the ETH Law of 4 October 1991*.

Extract from Article 17b of the ETH Law (Duration of employment)

1 Employment shall be for an unlimited duration unless a limited period is indicated in the employment contract.

2 Employment may be renewed for a limited period as follows:

a. assistant professors for a maximum of eight years;

b. assistants, senior assistants and other employees carrying out similar functions for a maximum of six years; if an assistant is promoted to senior assistant, the years spent as an assistant are not taken into account;

c. employees hired to work on teaching and research projects as well as persons working on projects funded by a third party for a maximum of nine years;

d. all other employees for a maximum period of five years.

3 The limits in paragraph 2 letters a and b may on request be extended in the event of lengthy absence due to illness, accident, maternity, adoption or other good cause.

Art. 20 Termination of the employment relationship without notice

1 The employment relationship may be terminated by mutual agreement at any time.

2 The employment relationship ends without notice:

a. at the expiration of the contract in the case of fixed-term contracts;

b. when the employee reaches the age limit set forth in Article 21 of the Federal Law on old age and survivors' insurance (AHGV) [Bundesgesetz über die Alters- und Hinterlassenenver-

The age limit for men is the end of the month in which they have their 65th birthday; as of that time, their employment relationship ends and their pension entitlement begins. Based on the "AHV 21" reform, which was approved by the electorate in the referendum held on 25 September 2022, the statutory AHV (old-age pension) age for women is being raised from the current 64 years to 65 years in four steps:

*) SR 414.110

sicherung] of 20 December 1946[8];

c. on the death of the employee.

Commentary

Until the end of 2024 – i.e. for women born in 1960 or before – the age limit is the end of the month in which they have their 64th birthday. Over the subsequent four years, the age limit will rise by three months per year:
the age limit in 2025 will be the end of the third month after the 64th birthday (women born in 1961);
the age limit in 2026 will be the end of the sixth month after the 64th birthday (women born in 1962);
the age limit in 2027 will be the end of the ninth month after the 64th birthday (women born in 1963);
As of 2028, the age limit will be the end of the month of the 65th birthday.

Art. 20a Notice periods

[1] During the probation period the employment relationship may be terminated with due notice:

a. in the first two months subject to a notice period of seven days;

b. b) from the third month subject to a notice period of one month expiring at the end of the month following the notice.

[2] On expiry of the probation period, notice may be given to terminate the employment subject to due notice given at the end of any month. The following notice periods apply:

a. one month in the first year of service;

b. three months from the second year of service.

[3] In individual cases, a longer notice period may be agreed but it may not exceed six months.

[4] The employer may grant the employee a shorter notice period in individual cases provided there are no significant reasons why it should not be granted.

The normal notice periods are now aligned more closely to the provisions of the Code of Obligations.

[8] SR 831.10

Art. 20b Termination of the employment relationship in the event of inability to work because of illness or accident

[1] In the event of long-term full or partial inability to work, a permanent employment contract may be terminated with due notice on the grounds of insufficient suitability or fitness. The contract is terminated at the earliest:

a. in the event of incapacity to work in the first two years of service: at the end of a period of incapacity to work lasting at least 365 days;

b. in the event of incapacity to work from the third year of service onwards: at the end of a period of incapacity to work lasting at least 730 days.

[2] Notwithstanding paragraph 1, the employment contract may be terminated:

a. if the termination takes place during the probationary period;

b. if the person concerned repeatedly breaches their obligation to cooperate as per Article 36a;

c. after the expiration of the proscribed periods stipulated in Article 336c paragraph 1 letter b of the Code of Obligations[9], provided that a reason for termination other than that of health-related unsuitability or unfitness existed before the commencement of the inability to work, and the intention to terminate the contract had already been announced to the employee before they became unable to work; or

d. if a long-term partial incapacity to work has been established for disability insurance purposes, provided that the person concerned is offered a suitable job; in this case, the termination may take place no earlier than the date when the disability pension is first paid.

[3] The notice periods specified in Article 20a must be complied with when terminating the contract.

[9] SR 220

Commentary

Article 20b governs protection from dismissal (proscribed period) in the event of illness/accident, and the process for terminating a permanent employment relationship in the event of long-term inability to work as a result of illness or accident.

Principle: In the case of long-term inability to work for health reasons, the employer may properly terminate the employment relationship as follows:

- in the first two years of service: at the end of a period of incapacity to work lasting 365 days (letter a)
- from the third year of service onwards: at the end of a period of incapacity to work lasting at least 730 days (letter b).

Exceptions when the employer may terminate the employment relationship at an earlier date:

- during the probationary period (letter a)
- following repeated breaches of the obligation to cooperate (letter b)
- after the expiration of the proscribed periods if the intention to terminate the contract had already been announced before the employee became unable to work (letter c) or
- from the date when a disability pension is first paid if a long-term partial incapacity to work is established for disability insurance purposes, provided that the person concerned is offered a job appropriate to their remaining working capacity (letter d).

The notice periods specified in Article 20a must also be complied with in these situations, unless there is termination without notice in an exceptional case.

Commentary

Art. 20c Employment beyond the normal retirement age (Art. 10 clause 2 Swiss Federal Personnel Law, FPL)

[1] Upon termination of the employment relationship because the employee has reached the age limit specified in Article 21 of the Federal Law on old age and survivors' insurance (AHVG) [Bundesgesetz über die Alters- und Hinterlassenenversicherung][10], the competent body as per Article 2 may continue the employment relationship with the agreement of the person concerned.

[2] Upon termination of the employment relationship because the employee has reached the age limit specified in Article 21 AHVG, female employees are entitled to continue the employment relationship on the same terms of employment until the 65th birthday at the latest. The request to assert this entitlement must be submitted to the competent body at least six months before the 64th birthday.

[3] Employment relationships pursuant to clause 1 end without notice at the end of the month in which the employee reaches the age of 70, at the latest.

In order to take account of demographics and the trend on the employment market, employees may now, with the employer's agreement, continue to be employed beyond the normal retirement age until not later than the date on which the employee reaches the age of 70 (paras. 1 and 3). There is no entitlement to continue in employment after the 65th birthday.

Female employees may continue working on the same terms of employment up until their 65th birthday if they so wish (para. 2). The request must be submitted no later than six months before the 64th birthday. With regard to the rise in the pensionable age for women under the "AHV 21" reform, please refer to the Commentary to Art. 20 para. 2 let. b. As of 2028, and for women born in 1964 or after, this paragraph is no longer relevant.

Part 2: Restructurings

Art. 21 Measures during restructurings (Art. 10, 19, 31 and 33 FPL)

[1] Both ETHs and the Research Institutes shall implement any restructurings in a socially acceptable way. Employees shall contribute to a successful implementation of restructurings, in particular by actively co-operating during the measures and by taking personal initiatives.

[2] The following shall have priority over dismissal:

a. [abrogated]

b. maintaining employment coupled with the transfer of employees to an alternative reasonable position within the ETH Domain;

c. support with professional reorientation or the search for a reasonable position outside the ETH Domain;

Restructurings, including (specific) measures associated with the retirement of a professor, should be implemented in a socially acceptable way. Employers and employees are expected to do their best to find reasonable solutions.

Professional training and reorientation are regarded as extremely important both within and outside the ETH Domain.

The ETH Board is responsible for preparing a social compensation plan with the personnel associations. In doing so, it shall adhere to the Federal Council's policy on the general Federal Administration's personnel.

[10] SR 831.10

d. support with professional training;

e. early retirement.

3 Both ETH and Research Institute employees as well as the social partners shall receive transparent, comprehensive and timely information relating to the restructuring.

4 The ETH Board is responsible for preparing and signing the social compensation plan with the personnel associations.

Commentary

Art. 22 Early retirement in consequence of restructurings (Art. 31 clause 5 FPL)

1 In the event of restructurings, employees may take full or partial early retirement under the following conditions:

a. The employee is at least 60 years of age.

b. They have been continuously employed by an ETH Domain institution for at least ten years.

c. They cannot continue to be employed in a reasonable position at their previous activity rate.

d. They have not declined a reasonable position.

e. They are not ill, a disability assessment process is not being conducted and no such process is about to be conducted.

2 In addition, at least one of the following conditions must be met:

a. The position is being abolished.

b. The scope of the employee's tasks is being significantly modified and for material or personal reasons it no longer appears cost-effective to introduce the employee to new technology, a new organisation or a new process.

c. The early retirement does not result in the position of a younger person having to be abolished.

d. A sustainable succession planning arrangement is to be implemented.

Early retirements shall be possible only in absolutely exceptional cases and after the employee's 60th birthday, provided no reasonable employment can be offered either inside or outside the ETH Domain.

Art. 22a Benefits in the case of early retirement in consequence of restructurings (Art. 31 clause 5 FPL)

[1] If the employee is aged 60 to 62 at the time of their early retirement, they receive the retirement pension to which they would be entitled if they retired on reaching the age of 63, together with a bridging pension fully financed by the employer in accordance with Article 64 of the ETH Pension Plan Regulations for employees in the ETH Domain dated 3 December 2007[11] (VR-ETH 1).

[2] If the employee is at least 63 years of age at that time, they receive in addition to their statutory retirement pension the bridging pension fully financed by the employer in accordance with Article 64 VR-ETH 1.

[3] The competent body as per Article 2 may for justifiable reasons also provide the following benefits in addition to partial or full early retirement:

a. a maximum contribution of half the cost of continuing to insure the previously insured earnings in accordance with Art. 33a of the Federal Act of 25 June 1982 on Occupational Old Age, Survivors' and Invalidity Pension Provision (BVG) [Bundesgesetz über die berufliche Alters-, Hinterlassenen- und Invalidenvorsorge];

b. a contribution to the purchase made in order to increase the retirement pension in accordance with Article 33 VR-ETH 1;

c. full or partial payment of the contributions payable on the pension income in accordance with Article 28 of the Ordinance of 31 October 1947[12] on old age and survivors' insurance, but for no longer than the date on which the employee reaches the age limit specified in Article 21 AHVG[13].

[11] SR 172.220.142.1
[12] SR 831.101
[13] SR 831.10

Commentary

In the case of early retirement at the age of 60 to 62, the employee receives the retirement pension to which they would be entitled if they retired on reaching the age of 63, together with a bridging pension fully financed by the employer. The bridging pension does not have to be repaid.

If the employee is at least 63 years old at the time of early retirement, they receive a statutory retirement pension together with a bridging pension fully financed by the employer. The bridging pension does not have to be repaid.

In exceptional cases the employer may for justifiable reasons (e.g. hardship) provide other benefits defined in para. 3.

A justifiable reason may also be given if the person concerned only receives a small regulatory pension after reaching the age of 63 (e.g. due to late entry into the pension scheme) and was dependent on working until the statutory AHV age.

In the case of early retirement, both ETHs and the Research Institutes must pay the totality of the missing coverage capital to the pension fund.

Art. 22b Benefits if the employment relationship is terminated by mutual agreement (Art. 19 clause 4 FPL)

[1] The employer may also provide an employee who has reached the age of 60 with the benefits specified in Article 22a paragraph 3 and make a higher contribution to the financing of the bridging pension than that specified in Appendix 5 if:

a. the employment relationship is terminated by mutual agreement for operational or human resources policy reasons; and

b. there are no grounds for termination of employment in accordance with Article 10 paragraph 3 letters a–d and f or paragraph 4 FPL.

[2] Operational or human resources policy reasons exist notably when:

a. there is an intention to abolish the post;

b. a sustainable succession planning arrangement is to be implemented;

c. introducing the employee to new technology, a new organisation or a new process no longer appears cost-effective for material or personal reasons.

[3] The total benefits may not exceed the annual salary.

Commentary

If there are operational or human resources policy reasons for termination as referred to in paragraph 2, the employer may, subject to strict conditions, work towards terminating the employment relationship by mutual agreement, provided all the following conditions are met:

- The employee is at least 60 years of age, is not already seeking voluntary early retirement and is able to work.
- There are no grounds for termination of employment under Article 10 para. 3 letters a–d and f or paragraph 4 of the Swiss Federal Personnel Law (FPL).

In such a case, the employer may provide benefits in accordance with Art. 22a para. 3 and make a higher contribution to the financing of the bridging pension than that specified in Appendix 5. There is no legal entitlement to these benefits.

Extract from Art. 10 paras. 3 and 4 FPL:

[3] The employer may terminate unlimited employment contracts with due notice provided there are sufficient objective grounds, in particular:

a. if the employee has breached an important statutory or contractual obligation;

b. if the performance or behaviour of the employee is deficient;

c. if the employee is not suitable, not qualified or unwilling to do the work agreed in the contract of employment;

d. if the employee is unwilling to take on other reasonable work;

e. if there are serious economic or operational reasons and the employer is unable to offer the employee other reasonable work;

f. if a statutory or contractual condition of employment no longer exists.

[4] The contracting parties may terminate fixed-term and unlimited contracts of employment without due notice if there are important grounds.

Commentary

Art. 23 Additional benefits paid by the employer (Art. 31 clauses 3, 5 FPL)

To prevent cases of exceptional hardship both ETHs and the Research Institutes may provide further benefits.

Chapter 4: Benefits

Part 1: Salaries and allowances

Art. 15 FPL states that individual salaries must be calculated according to the function, experience and performance of employees.

The New Salary System that came into force on 1 January 2006 is not only conceived as an instrument for determining salaries but also as a performance evaluation tool, which should provide further advantages in the area of human resources management. The salary system is founded on criteria for function evaluation, goal setting and evaluation and rewarding of performance both in the fields of research and teaching.

Art. 24 Categories of personnel

[1] The employee's allocation to a functional grade and their salary and pay progression are decided on a uniform system in accordance with the provisions of Articles 25–34.

[2] If allocation to a functional rank pursuant to Article 25 is not possible, the ETHs and the Research Institutes may, with the agreement of the ETH Board, set differing lump-sum salaries and pay progression scales for the following categories of personnel:

a. fixed-term appointments the main purpose of which is education or entry to an academic career, as per Article 17b paragraph 2 letters b or c of the ETH Law[14];

b. persons hired to work on third-party-funded fixed-term research projects as per Article 17b paragraph 2 letter c of the ETH Law that follow on from courses of education;

c. persons hired to perform fixed-term infrastructure tasks.

[14] SR 414.110

As of October 1, 2020, the legal basis for the payment of lump-sum salaries is no longer specified in Article 35 PVO-ETH as a so-called special regulation but under Article 24.

Given the key importance of this personnel category in the ETH Domain and for reasons of transparency and clarity, it was deemed advisable to create a new Article covering the two large personnel categories subject to ETH PO without altering their status in any way or altering the existing practice in the ETH Domain.

Paragraph 1 designates employees subject to the salary system as the first category. The provisions of Articles 25–28 apply to this personnel category without restriction.

Paragraph 2 defines the personnel category of employees who are employed on a fixed-term basis for educational purposes, for the purpose of entry to an academic

[3] For the employees listed in paragraph 2, the amount of salary reflects the requirements of the work, the guidelines of the funding bodies and the proportion of working hours actually spent working for the institution. The salaries paid must not fall below the minimum salaries set forth in Annex 3, and provision must be made for pay progression.

[4] Daily or hourly pay rates may be specified for employees who do not work on a regular basis.

Commentary

career or for fixed-term research projects or – in exceptional cases – for fixed-term infrastructure tasks (previously paragraph 2 letter e of Article 19, which was abrogated in 2013). The condition for payment of a lump-sum salary continues to be the impossibility of allocating the post to a functional grade, because the criteria regarding experience and performance cannot be accurately measured and evaluated.

Paragraph 3 establishes the principles for setting the salaries of employees who are on lump-sum salaries. The amounts of the lump-sum salaries are in principle based on the guidelines of the funding bodies (e.g. the Swiss National Science Foundation (SNSF). However, the salaries paid must not fall below the minimum salaries set forth in Appendix 3, and provision must be made for pay progression.

If funding bodies do not provide such guidelines, both ETHs and the Research Institutes must comply with the minimum salaries laid down by the ETH Board (new Appendix 3). Employees in this personnel category receive a specified initial salary in the first stage of their career; this is automatically increased in predefined steps in the second and third years.

The previous Article 35 has been abrogated as a result of the new regulation; Articles 25–27 have been adapted accordingly.

Art. 25 Allocation to a functional rank (Art. 15 FPL)

[1] The competent instance defined in Article 2 paragraphs 1–3 allocates an employee's function to a functional grade in the Function Grid (as shown in Appendix 1) at the start of employment or in case of change of profile. The function's qualification profile is taken into account. The provisions of Article 24 paragraph 2 apply.

[2] Employees who disagree with the allocation may refer the matter to the Parity Review Commission for function evaluations in the ETH Domain.

The instance that is responsible for establishing, amending and terminating the employment under Art. 2 of the Personnel Ordinance is also responsible for allocating jobs to a functional rank within the job grid.

The job grid described in Appendix 1 gives an overview of the entire range of functions in the ETH Domain. The degree of difficulty and necessary qualifications for a function shall thereby determine the functional rank. The job grid is built as an abstract model on which job allocation is set.

Commentary

The Job Grid features 15 functional grades or levels of requirements. It is designed so that a change in an employee's functional grade means that there has been a change in the level of requirements (and so it means that an employee is taking on a new function), i.e. the former career principle (in which employees progressed up a pre-determined scale) has been replaced by the so-called "single grade principle".

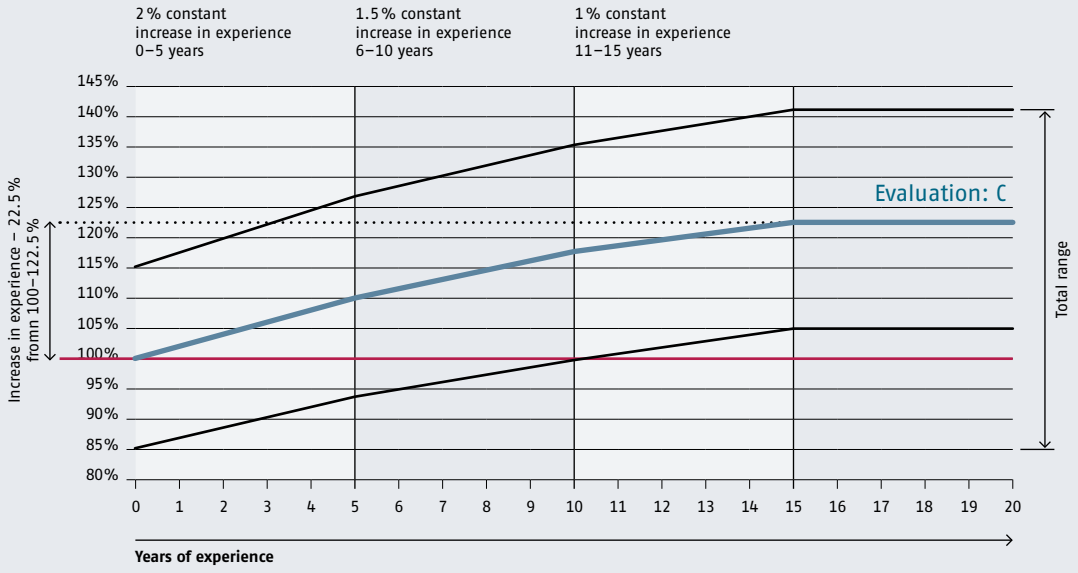
The Job Grid was developed using a range of criteria: the main criteria are professional competence, personal competence (incl. creativity), social competence and management and management support competence.

Art. 26 Starting salary (Art. 15 FPL)

[1] The competent instance under Art. 2 clauses 1 to 3 shall establish the starting salary between the minimum and maximum amounts set within the functional rank according to the salary scale in Appendix 2.

[2] When establishing the starting salary the collaborator's experience as well as labour market conditions shall duly be taken into account.

There is a minimum (lowest) and maximum (highest) amount for each of the 15 functional grades. The resultant salary range defines the salary band. This establishes the framework in which salaries, depending upon experience and performance are determined (Art. 26) and changed (Art. 27). The following diagram provides an overview of the concept of a salary band and the relevant terms:



[3] With the consent of the ETH Board, the maximum salary for the functional grade may in individual cases be exceeded by up to 10 percent in order to recruit or retain particularly well-qualified employees.

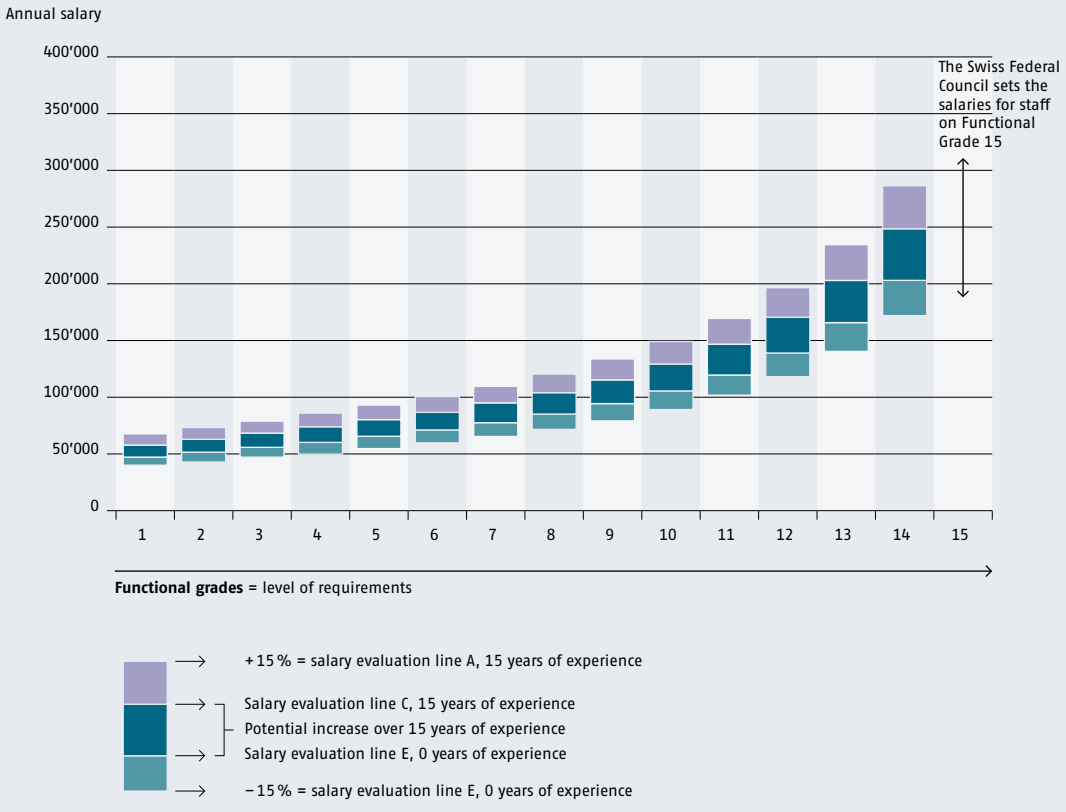
[4] Personnel categories listed in Article 24 paragraph 2 are excepted from paragraphs 1–3. The starting salary is then set in accordance with Article 24 paragraph 3.

Commentary

The 15 salary bands derived from the functional grades are dimensioned as follows:

- Increase in experience from 0 to 15 years of experience: 22.5 %.
- The width of the salary bands defines the limits of performance-related control. Relative to the average performance evaluation (Evaluation C, see Art. 27 Paragraph 2) it is +/– 15 %.
- The minimum and maximum amounts in Swiss Francs for the 15 functional grades are shown in the Salary Scale in Appendix 2.

Taken together, the 15 salary bands represent the salary scale of the ETH Domain. The salary scale was derived from existing salaries and was designed to capture as closely as possible the current distribution of salaries whilst still providing an adequate reflection of the employment market and the salary policy of the ETH Board. The following diagram shows the salary scale at the time of the transfer to the new system:



Commentary

Salaries of the top management positions in the ETH Domain in functional grade 15 are established directly by the Federal Council.

To evaluate experience, one uses the concept of 'useful experience'. Under useful experience is understood the experience of a person that is profitable to the exertion of the function held by that person. These 'parts of experience' may be acquired on the job or outside.

Since growth in experience lessens over the years if the one remains in the same functional grade, the salary bands describe a degressively increasing gradient.

To determine the starting salary, a horizontal (experience) and a vertical positioning on the salary band must be carried out, taking the employment market appropriately into account .

Clause 3 settles the exceptions:

It is possible to except from the salary system in particular assistants at both ETHs or doctoral students employed at a Research Institute, since their employment is limited in time and serves to a considerable extent the employee's personal education. In return a specific regulation is needed for the excepted categories of personnel (e.g. allinclusive, daily or hourly salaries pursuant to Art. 35). The responsible ETH or Research Institute proposes to the ETH Board which categories are to be excepted and which salary regulation is foreseen for these categories.

It is further possible, in well-characterised and rare cases, to exceed the upper salary band limit by up to 10 per cent to attract and maintain particulary bright individuals. The institutions survey at regular intervals the current situation in the labour market as an essential evaluation criterion. The ETH Board decides upon application by the ETH or by the Research Institute and makes sure that there is a corresponding controlling and reporting.

Art. 27 Evolution of salaries (Art. 4 clause 3 FPL)

[1] The evolution of salaries is based, within the limits of available resources, on an annual evaluation of performance and on experience.

[2] The performance of employees is evaluated as follows:

a. significantly exceeds requirements;

b. exceeds requirements;

c. meets requirements;

d. meets most requirements;

e. meets requirements to a certain extent;

f. does not meet requirements.

[3] If the individual salary is situated beneath the salary corresponding to the employee's current performance, it will be raised in the limits of available resources. If it is higher than said salary it remains unchanged.

[4] If an employee fails to meet the requirements, his or her superior takes appropriate action relating to either the specific function or the employment relationship itself.

[5] The ETH Board may, at the request of the competent ETH or Research Institute, introduce a bonus system for selected groups of functions, based on the employees' performance evaluations. The maximum amount for the respective functional grade must not be exceeded.

[6] Both ETHs and the Research Institutes shall designate an internal contact point to which employees can turn in the event of differences of opinion regarding their performance evaluations.

[7] Paragraphs 1–3 do not apply to the personnel categories listed in Article 24 paragraph 2. In their case, pay progression is in accordance with Article 24 paragraph 3.

Commentary

With the New Salary System, the wage mass is in constant evolution and is actively steered to take future requirements into account. Consequently, the concept of "available resources" is fundamental. The ETH Domain will, however, commit itself during the amendment of the declaration of intent between the institutions and the social partners to allocate sufficient resources in order to allow for performance-oriented salary differentiation.

Performance evaluation is carried out by the superiors once a year by means of a personal interview. During this interview the objectives are evaluated and may also be reviewed. Assessment criteria take into consideration employee's performance (achievement of objectives, fulfilment of tasks), conduct and development.

If the performance rating is between a) and e), this is regarded as an overall acceptable performance. Should an employee fail to meet performance requirements and is not rated between a) and e), an "f" rating is given. Under clause 4 immediate and appropriate action must be taken in accordance with Art. 7 clause 2 letter d.

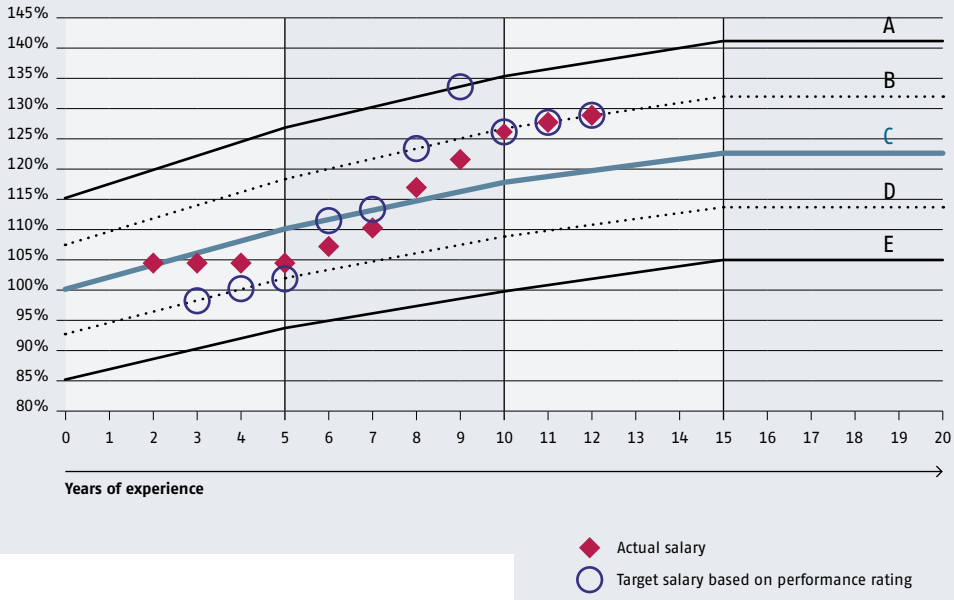
The adjustment of individual salaries depends on performance, resources and experience. Potential remuneration according to actual performance is therefore known as the target salary. The extent of the overall possible convergence towards the target salary depends here also on the available resources.

Commentary

The calculation of the new target salary is based on the employee's performance rating (evaluation a to e) plus an additional year of experience. If, as a result of the performance rating, the actual salary and target salary differ, the following principles apply:

- Target salary is higher than actual salary: the difference between the previous and the new target salary is reduced in the limits of available resources, though not completely counterbalanced.
- Target salary is lower than actual salary: no salary adjustment takes place, i.e. no downward salary adjustments can take place.

A moderate steering of individual salaries is achieved over the years as shown on the illustrative figure below:



Commentary

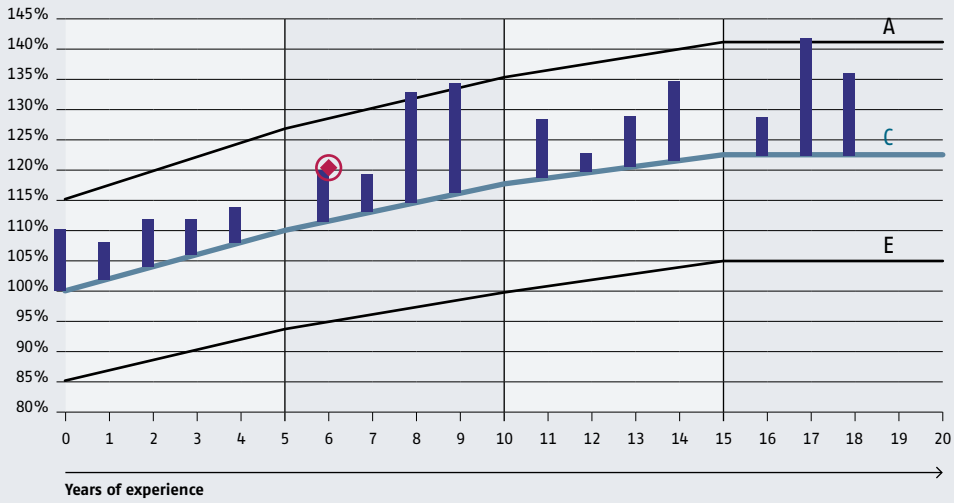
Clause 5 governs the exceptions:

a. The New Salary System's goal is to promote and uphold a modern human resources policy in the ETH Domain. All those involved, collaborators and superiors alike, should to benefit from the system. It also has the capacity to respond to prevailing trends and/or changes in general conditions. Furthermore, Art. 27 clause 5 provides the possibility of applying a bonus system to certain functional ranks (e.g. executive functions, functional rank 13) while simultaneously waiving the moderate steering of the performance-linked remuneration principle. This should lead to the implementation of 'good practices' as found in the private sector. The bonus is a monetary award of performance to be determined each year, which is insured in the pension fund and is added to the salary as determined by curve C. Making use of this option requires the approval of the ETH Board. The institutions submit an application to the ETH Board containing the following:

- Functional group/s, for which the bonus system should be applied
- Costs of the bonus system
- Salary steering mechanisms
- Reporting methods to the ETH Board.

Allocation of bonuses must in no way infringe the principle of fair treatment. This implies that the application of a bonus system for certain functional groups must not result in drawbacks for those employees who are paid according to the principle of moderate steering – and vice versa. The ETH Board settles the conditions for the institution of bonus systems and institutes corresponding auditing and reporting measures.

Commentary



Bonus (always based on Graph C)

Target salary = actual salary

b. Both ETHs and the Research Institutes shall establish internal regulations for individual salary adjustments for the excluded categories of personnel, which should be issued in conformity with the established participative practices. The ETH Board institutes the necessary auditing and reporting measures.

Disputes arising from performance evaluation are settled within the concerned institution. The necessary procedures to be put into place to this effect are discussed with the social partners. They must not however rest upon the sole intervention of the superiors. Ordinary means of appeal as per Article 62 remain open (ETH Appeals commission).

Art. 28 Adjusting the salary scale (Art. 16 FPL)

[1] Following negotiations with the social partners, the ETH Board decides annually, within the scope of the available resources, whether and how to adjust the salary scale shown in Appendix 2 in order to compensate for inflation or grant an increase in real earnings.

[2] Particular attention is paid to the employment market and inflation when adjusting the salary scale.

[3] If the salary measures decided by the ETH Board are at most the same as those taken by the Federal Council for federal staff, a partial revision of this ordinance may be waived.

Commentary

A salary scale adjustment implies a general revision of the amounts and/or rankings within the 15 functional ranks. The necessity for adjustments is evaluated periodically and negotiated annually with the social partners as per the joint declaration of intent.

Adjustments to the salary scale are made according to inflation but also take into account wage trends on the labour market. The Federal Government's wage policy should also be used as a reference.

Amendments to the salary scale do not necessarily result in an adjustment of individual salaries; this possibility may be used for the needs of moderate steering pursuant to Art. 27 in order to prevent progression of disproportionate salaries and thus bringing them closer to the target salary.

Adjustment of individual salaries due to inflation takes place as per Art. 16 FPL ("appropriate compensation for inflation").

As of 1 January 2022, the most recent scales in the salary tables, like the scales for the benefits paid in addition to family allowance (Art. 41a), are no longer adapted annually in the ETH PO but are instead published separately by the ETH Board and only updated in the ETH PO from time to time.

	Commentary
Art. 28a Adjustments for inflation (Art. 16 FPL)	
[1] The inflation adjustment is applied to: a. the salary; b. the benefits paid in addition to the family allowance. [2] The institutions adjust the following allowances if the inflation recorded since the last adjustment justifies this: a. payments for Sunday and night work; b. payments for on-call duty; c. functional allowances; d. special bonuses.	
Art. 29 Service allowance (Art. 15 FPL)	
[1] Collaborators entrusted with temporary assignments involving particularly demanding tasks may be awarded an allowance should they not qualify for permanent upgrading in a higher functional rank. [2] The amount awarded depends on the functional rank to which the particular tasks are associated. [3] A service allowance may be paid to the remaining members of the executive boards of the institutiones.	Supervision of management of allowances takes place pursuant to Art. 12 clause 3 letter e.
Art. 30 Special bonus (Art. 15 FPL)	
[1] Special bonuses may be assigned for extraordinary individual or team performances. [2] Special bonuses are paid in cash or in kind. [3] Their value must not exceed 10 per cent of the maximum amount of the functional rank according to Appendix 2.	A special bonus is a non-recurring, direct recognition of extraordinary performance by individuals or teams in form of cash or in kind. In principle, the value of special bonus may not exceed 10 per cent of the maximum salary for the functional grade specified in Appendix 2.

Commentary

Art. 31 Temporary employment market allowance

In order to take special circumstances in the employment market into account, the ETH Board may, for certain functions, grant a temporary employment market allowance corresponding to 10 per cent of the maximum amount of the functional rank at the most.

Granting of a temporary employment market allowance is only possible in exceptional cases. This is a matter of a flexible compensation for temporary and particular influences of the employment market which are not accounted for by the individual salary. The employment market allowance is insured. Admissible grounds for granting an employment market allowance may be:

- major shortages or particularly large fluctuation figures for certain groups of personnel (e.g. IT technician in the late 90s),
- major selective differences in the salary market for the category of personnel in question,
- a temporary situation resulting from an ETH or Research Institute, such as a relocation or special projects with high requirements in personnel for example.

Unlike Art. 26 clause 3 letter b, the employment market bonus does not concern individual employees but entire professional categories. The detailed regulations to be drawn up will elaborate on the conditions of implementation and cancellation of the procedure, the maximum amounts and the modes of payment. The ETH Board shall ensure corresponding auditing and reporting measures.

With the introduction of the New Salary System the local living allowance was abolished and integrated into the new salary scale, i.e. regional differences will no longer be accounted for.

Art. 32 [abrogated]

	Commentary
Art. 33 Premiums (Art. 15 FPL) Premiums may be paid for: a. Sunday and night work; b. Shift and on-call duty.	Both ETHs and the Research Institutes shall continue to apply the regulations currently in force.
Art. 34 Part-time employment (Art. 15 FPL) The salary and allowances paid to part-time employees are based on the agreed activity rate but without prejudice to the provisions of Article 41a.	
Art. 35 [abrogated]	The legal basis for the payment of f lump-sum salaries can be found under Article 24 ETH PO as of 1 October, 2020.

Part 2: Social benefits

Commentary

Art. 36 Entitlement to continued salary payments in the event of illness or accident, and offsetting social security benefits (Arts. 29 and 30 FPL)

[1] Employees who are unable to work owing to illness or accident are entitled to continue to receive salary payments in accordance with the provisions of Articles 36–36c.

[2] Continued salary payments in the event of illness or accident are conditional upon fulfilment of the obligation to cooperate as per Article 36a paragraphs 2–4.

[3] Both ETHs and the Research Institutes may meet their obligation to continue to pay salaries by taking out equivalent insurance policies in favour of the employees.

[4] Benefits from the military insurance scheme, the Swiss National Accident Insurance Fund (SUVA) or another compulsory accident insurance scheme are offset against the salary entitlement in the event of illness and accident. The pensions and daily benefits provided by disability insurance are offset up to the point where, combined with the salary, and including the offset benefits from the military insurance scheme, SUVA or another compulsory accident insurance scheme, they exceed the full salary.

This Article establishes the principles for entitlement to continued salary payments in the event of illness or accident, and specifies the Articles in which these are set out (Articles 36–36c).
The obligation to cooperate is a new condition for entitlement to continued salary payments in the event of illness or accident. This is regulated in the new Article 36a.

As in the previous regulations, both ETHs and the Research Institutes may alternatively meet their obligation to continue to make salary payments by taking out equivalent insurance cover and oblige the employees to participate in financing. The concrete implementation is of the ETHs and the Research Institutes' responsibility.

In addition, the relationship between insurance benefits and continued salary payments is regulated.

Art. 36a Employees' obligation to cooperate in the event of inability to work owing to illness or accident

[1] For absences lasting longer than three consecutive working days, employees must provide the competent office with a medical certificate without waiting to be asked.

[2] When justified, the competent office may:

a. require a doctor's certificate as of the first day of absence, or extend the time limits;

b. require a medical examination by an independent doctor in order to determine the person's capacity to work.

This Article regulates the employees' obligation to cooperate in the event of inability to work owing to illness or accident. The obligation to cooperate is to be understood within the meaning of Article 28 GSSLA.

Paragraph 1 confirms the current established practice, which requires employees who are off sick for more than three consecutive days as a result of illness or accident to submit a doctor's certificate from the fourth day of absence without waiting to be asked.

Paragraph 2 creates the legal basis for the possibility of deviating from established practice in justified cases: for example,

[3] Employees are obliged to cooperate with integration measures as described in Article 47a. In particular they must follow medical instructions, attend any medical examinations by independent doctors that may be ordered, and authorise the doctors treating them to disclose information to the independent doctor when requested.

[4] During a period of incapacity to work, the office designated in Article 3 must be informed in writing in good time before any trip abroad, stating the place of destination and enclosing a certificate from the doctor treating the patient.

Commentary

the ability to require a doctor's certificate from the first, rather than the fourth, day of absence if the employee is suspected of abusing the system. The time limits for submitting a doctor's certificate may however also be extended, such as during an outbreak of influenza or a pandemic (letter a).
Furthermore, in the event of lengthy or repeated lengthy absences, the employers are authorised to order a medical examination, which the employee concerned is obliged to attend (letter b).

Paragraph 3 requires employees to cooperate with integration measures as per Article 47a ETH PO, to follow medical instructions, to attend any medical examinations that may be ordered and to authorise the doctors treating them to disclose information to the examining doctor when so requested.

When planning to travel abroad, employees (mostly those from other countries) who are ill or suffering from the effects of an accident are required to inform their employer in writing well before their return to their country of origin, with details of the planned trip and where they will be staying. They must also enclose a certificate from the doctor treating them, which should give details about the employee's ability to travel, the expected impact on their recuperation and the treatment available at the place where they will be staying.

Art. 36a^{bis} Duration and amount of continued salary payments in the event of illness or accident

1 Employees unable to work as a result of illness or accident are entitled to continue to receive salary payments from the first day of the illness or accident. This entitlement continues until the employee is fit for work again, but not longer than:

a. the expiration of the notice period if the employment relationship is terminated during the probationary period;

b. 365 days in the first two years of service after the expiration of the probationary period;

c. 730 days starting from the third year of service.

2 Days on which the employee is wholly or partially unable to work are counted equally when calculating the duration of the continued salary payments.

3 When an employee is unable to work as a result of illness or accident, they receive their full gross salary, including supplementary allowances. From the 366th day, 90 percent of the gross salary is paid. Any task-related supplementary allowances are reduced to the same extent.

4 In the case of fixed-term contracts, the entitlement to continued salary payments ends with the expiration of the contract, if this occurs before the relevant date as defined in paragraph 1.

5 Continued salary payments for employees paid by the hour are calculated according to the hourly rate for the contractually agreed regular working hours, or else according to the average salary for the twelve months immediately preceding the start of the person's incapacity to work. If the employee has been employed for less than twelve months before becoming unable to work, their average salary during their employment to date is used as the basis for the calculation.

Commentary

Article 36a^{bis} regulates the maximum duration and scope of continued salary payment in the event of illness or accident depending on the number of years of service and the duration of the incapacity for work.

The maximum duration of the continued salary payments in the event of illness or accident ends with the expiration of the notice period if the employment relationship is terminated during the probationary period (letter a). If the employee falls ill or has an accident in the first two years of service after the expiration of the probationary period, they are entitled to continue to receive salary payments for 365 days (letter b); from the third year of service onwards, they are entitled to receive salary payments for 730 days (letter c).

The duration is calculated starting from the first day of the illness or accident. When calculating the years of service, the duration of the successfully concluded probationary period is counted. When calculating the duration of the continued salary payments, it makes no difference whether the incapacity to work is full or partial (paragraph 2).

Paragraph 3 regulates the amount of the continued salary payments in the event of illness or accident.

In the case of fixed-term contracts, the entitlement to continued salary payments ends with the expiration of the contract (paragraph 4). It is a specific feature of a fixed-term employment contract that it terminates without notice at the end of the fixed term, i.e. no further contractual employment relationship exists thereafter. Where no employment contract exists, there is no salary entitlement, and where there is no salary entitlement there can be no continued salary payments in the event of illness/accident, since a salary entitlement can exist only while the employment relationship exists.

Commentary

In principle, employees paid by the hour who become unable to work should continue to receive the amount payable for their contractually agreed regular working hours. If no regular working hours have been agreed, the amount of the continued salary payments corresponds to the average salary in the twelve months immediately preceding the start of the incapacity to work. If the employment relationship has existed for less than twelve months so far, the average salary is used as the basis for the calculation (paragraph 5).

Ongoing claims continue to be governed by the previous law. Entitlements to continued salary payments in the event of an illness or accident that occurred after the entry into force of the amendment of 1 October 2020 are governed by the amended law.

Art. 36b Reduction or cessation of benefits

[1] If an employee fails to comply with the obligation to cooperate as set forth in Article 36a paragraphs 2–4, or complies only partially, the benefits may be reduced or in serious cases discontinued.

[2] The benefits may also be reduced if the employee has caused an illness or accident intentionally or by gross negligence or if the employee has deliberately exposed himself/herself to an unusual hazard or risk.

Whereas Article 36a regulates the obligation to cooperate in the event of incapacity to work as a result of illness or accident, Article 36b establishes the basis on which sanctions can be imposed by the employer if the employee fails to comply with the obligation to cooperate.

If an employee breaches their obligation to cooperate in the event of absence resulting from illness or accident, as set forth in Article 36a paragraphs 2–4, the employer may reduce or, in serious cases, discontinue the benefits.

Repeated breaches of the obligation to cooperate in the event of absence owing to illness or accident may, if any reductions in benefits previously ordered as a more lenient measure (Article 36 para. 2 and Article 36b para. 1) prove unsuccessful, lead to the termination of the employment relationship (Article 20b para. 2 letter b).

Commentary

Art. 36c Interrupting and starting afresh the continued salary payments made in the event of illness or accident (Art. 29 FPL)

[1] If an employee temporarily resumes work for their full allotted hours after the commencement of their incapacity to work, the deadlines defined in Article 36a[bis] paragraph 1 are extended by the number of days on which the employee worked their full hours and met the requirements of their job description.

[2] In the event of incapacity to work as a result of another illness or accident or the recurrence of an illness or of the consequences of an accident after the expiration of the deadlines for continued salary payments as set forth in Article 36a[bis] paragraph 1, these deadlines start afresh if the employee has been able to work their full allotted hours for at least the previous twelve months without interruption. Absences resulting from illness or accident amounting to less than 30 calendar days in total are not taken into account.

[3] In the event of incapacity to work following a new illness or a new accident after the expiration of the deadlines for continued salary payments as set forth in Article 36a[bis] and before the employee has worked their full hours for at least twelve months without interruption, the employee is entitled to 90 percent of their gross salary for 90 days up to the end of their fifth year of service, and for 180 days from their sixth year of service.

As of October 1, 2020, a distinction is no longer made between relapse and new health problems, but between interrupting continued salary payments made in the event of illness or accident and starting them anew.

Interruption: If an employee fulfils the terms of their contract in full (in terms of hours worked and performance) in between health-related periods of absence, the duration of the continued salary payments as per Article 36a[bis] para. 1 is extended by the same number of days.

Starting afresh: In the event of incapacity to work as a result of another illness or accident or the recurrence of an illness or of the consequences of an accident, the time limits pertaining to continued salary payments start afresh if the employee has been able to work their full allotted hours for at least the previous twelve months without interruption.

Art. 37 Salary entitlement in case of pregnancy, maternity and adoption (Art. 29 clause 1 FPL)

[1] Female employees are entitled to four months' full pay during maternity leave.

[2] Maternity leave may commence, upon employee's request, one month prior to the expected birth.

[3] The second half of the maternity leave may, after consultation with the competent instance, be taken in the form of a reduction of the contractually agreed activity rate. If the father also works in the ETH Domain, the parents can share this suspension of work.

The continuation of salary payment in case of maternity leave is generally fixed at four months and does not depend on the length of the employment relationship. The second half of the paid maternity leave may, in consultation with the superiors, be spread out according to the individual needs and – provided that the father also works in the ETH Domain – be shared between both parents.

	Commentary
[4] If children up to six years old and handicapped children are taken in for later adoption, full salary entitlement is of two months. Clause 3 shall apply analogously.	If infants or handicapped children are taken in for later adoption, salary entitlement is of two months. If both adoptive parents work in the ETH Domain, either of them are entitled to benefit from the leave but it cannot be shared between them.
Art. 37a Paternity leave, registered partner's leave and adoption leave (Art. 17a FPL)	
[1] There is an entitlement to paid leave of twenty working days on full salary: a. for the legal father on the birth of one or more of their own children; b. in the case of a registered partnership, for the partner on the birth of one or more children of the other partner; c. for the adoptive father on the adoption of one or more children in accordance with Article 37 paragraph 4. [2] Ten days of the leave must be taken in the first six months after the birth or adoption, and the remaining ten days within twelve months. The leave may be taken one day at a time or in blocks.	As of 1 January 2022, the entitlement for paternity leave, registered partner's leave and adoption leave is 20 working days on full salary (para. 1). According to that article, ten days of the leave must be taken in the first six months after the birth or adoption, and the remaining ten days within twelve months. The leave may be taken one day at a time or in blocks (para. 2). Since paternity leave is partly financed by the Loss of Earnings Compensation Scheme (EO), the 10 days of statutory paternity leave must alwaysbe taken and documented within the statutory six-month deadline. The remaining (non-mandatory) 10 days may be taken in the subsequent six months if desired.
Art. 37b Leave to care for a child with severely impaired health (Art. 17a FPL)	
[1] When taking time off work in order to look after a child whose health is severely impaired because of illness or accident, the employee receives the full salary and social allowances for a maximum of 14 weeks.	On 1 July 2021 a new rule providing for a maximum of 14 weeks' paid leave to care for a child with severely impaired health came into force under the Loss of Earnings Compensation Act (EOG) (Art. 16n ff. new EOG).

[2] A child has severely impaired health if:

a. a major change in their physical or mental condition has occurred;

b. the course or outcome of this change is difficult to predict, or there is reason to expect lasting or increasing impairment or death;

c. there is an increased need for care by the parents; and

d. at least one parent must interrupt their career in order to care for the child.

[3] The care leave must be taken within 18 months of the first day of taking time off work as per paragraph 1.

[4] Only one entitlement exists per case of illness or accident. A relapse that occurs after a period of at least 12 months without symptoms counts as a new event.

Commentary

In the same way as for other types of absence from work that trigger an entitlement to loss of earnings compensation (maternity and paternity leave, military service, civil defence service, civil protection service, or managing youth and sport programmes), employees in the ETH Domain receive their full salary and social allowances throughout the period of care leave. In return, the statutory loss of earnings compensation is paid to the respective institution of the ETH Domain (para. 1).

Para. 2 defines the criteria for a child with severely impaired health. These are identical with those set forth in Article 16p of the new EOG.

Para. 3 defines the deadline by which the care leave must be taken, based on Art. 16q of the new EOG.

According to articles 16g, 16n–16s EOG, maternity compensation and daily allowances for carer's compensation cannot be claimed simultaneously for the same child. If a child is born with a severe illness, the mother is not entitled to care leave partly financed by loss of earnings compensation, although she is entitled to maternity leave in such a case.

Art. 38 Salary entitlement in case of military service, civil defence service and alternative civil service (Art. 29 clause 1 FPL)

[1] In case of leave due to obligatory Swiss military and civil defence service and during the length of alternative civil service, persons subject to official duty are entitled to full salary payment.

[2] In case of voluntary service, salary entitlement is due for no more than 10 working days per year.

[3] The legal compensations for loss of income due to services under clauses 1 and 2 are paid to both ETHs and the Research Institutes.

[4] Social benefits shall be paid in full.

In case of obligatory services and for their entire duration full salary entitlement is guaranteed. In case of voluntary services, the salary is paid for a maximum of ten working days per year.

	Commentary
Art. 39 Benefits in case of occupational accidents (Art. 29 clause 1 FPL) 1 Should invalidity result as a consequence of a working accident or an equivalent occupational disease, salary entitlement is as follows: a. 100 percent of the determined salary in the case of total inability to work, until the employee reaches the age limit specified in Article 21 AHGV[15]; b. the share corresponding to the invalidity level pursuant to the Federal Law of 20 March 1981[16] concerning Accident Insurance (UVG), in the case of partial inability to work. 2 Insurance payments shall be deducted from this.	
Art. 39a [abrogated]	The article on "Occupational disability" has been abrogated as of 1 January 2022. Current occupational disability pensions will continue to be paid, as they are not affected by this change.
Art. 40 Payment of salary in the event of death (Art. 29 Paragraph 2 FPL) 1 If an employee dies, surviving dependants receive an amount equal to a total of one-sixth of the annual salary plus any supplementary allowances as per Articles 41–41b. 2 Surviving dependants are defined as the wife, husband, registered partner, minor children or a person with whom the deceased was cohabiting before their death. In the absence of the abovementioned categories of person, surviving dependants are defined as other persons to whom the deceased employee had a duty to provide support. 3 Similarly, the allowance payable for the support of close relatives accords with Article 41b.	The group of "surviving dependents" is defined analogously to Article 338 paragraph 2 CO. The amount of benefit is equivalent to a total of one-sixth of the annual salary plus any supplementary allowances. This sum is paid only once. This means that if more than one person is entitled to claim, the extra salary payment is shared between them equally.

[15] SR 831.10
[16] SR 832.20

Art. 41 Entitlement to family allowance (Art. 31 para. 1–3 FPL)

Entitlement to family allowance is governed by Article 3 of the Swiss Federal Legislation on family allowances [Familienzulagengesetz] dated 24 March 2006[17] (FamZG).

[17] SR 836.2

Commentary

The Family Allowances Act (FamZG) [Bundesgesetz über Familienzulagen]* regulates the payment of child and education allowances.

Family allowances are payable for the following children:

- Biological children (including adopted children)
- Step children living predominantly in the same house as their step parent
- Foster children who are accommodated without payment of a fee
- Siblings and grandchildren if the eligible employee is responsible for their maintenance.

Order of priority:

a. the person in employment,
b. the primary carer,
c). the person living predominantly with the child,
d. person working in the canton, in which the child is domiciled,
e. the person who receives the higher income subject to AHV contributions from their employer,
f. the person who receives the higher income subject to AHV contributions from being selfemployed

Employees paying OASI (AHV) contributions on a minimum income of 7,560.00 Swiss francs per year (630.00 Swiss francs per month) are entitled to claim allowances (rates payable as of 2025).

Employees have to notify the employer immediately of any change affecting the entitlement itself or the amount of any allowance.

* SR 836.2

Art. 41a Benefits paid in addition to family allowances (Art. 31 para. 1–3 FPL)

[1] The competent body as per Article 2 pays benefits to employees over and above family allowances. The total amount from the family allowances specified in FamZG[18], cantonal family allowances and the supplementary benefit comes to a maximum per year of:

a. 4,519 (2025: 4,626.00) Swiss francs for the first eligible child;

b. 2,919 (2025: 2,944.20) Swiss francs for each additional eligible child for whom an entitlement exists under Article 3 para. 1 letter a FamZG.

c. 3,298 (2025: 3,312.00) Swiss francs for each additional eligible child for whom an entitlement exists under Article 3 para. 1 letter b FamZG.

[2] If the family allowances under FamZG combined with the cantonal family allowances come to more than the amount specified in paragraph 1 letters a, b and c, there is no entitlement to a supplementary benefit.

[3] The following family allowances are deducted from the supplementary benefit:

a. family allowances claimed by other people for the same child under FamZG and the cantonal regulations on family allowances;

b. mandatory and extra-mandatory family, child, training or care allowances claimed by the employee or by other persons for the same child from other employers or another office.

[4] Employees with an activity rate of less than 50 percent or who receive less than the minimum salary for child allowances (Art. 13 para. 3 FamZG) only receive the supplementary benefits in cases of hardship. If several employees are entitled to family allowances for the same child, the supplementary benefits are paid to them if the total activity rate comes to at least 50 percent.

[5] Benefits paid in addition to family allowances are adjusted for inflation.

[18] SR 836.2

Commentary

The total amount from the family allowances according to FamZG, the cantonal family allowances and the supplementary benefit amounts to a maximum per year (as of 2025):

	per year	per month
First child	4,626.00	385.50
additional child	2,944.20	245.35
additional child in education > 15/16 years of age	3,312.00	276.00

Employees with a degree of employment of more than 50 % are entitled to supplementary benefits.
Employees with a degree of employment of less than 50 % or who do not reach the minimum wage for family allowances will only receive supplementary benefits if there is a case of hardship.

Benefits paid in addition to family allowances are adjusted for inflation.

As of 1 January 2022, the scales for the benefits paid in addition to family allowance (Appendix 2), like the most recent scales in the salary tables, are no longer adapted annually in the ETH PO but are instead published separately by the ETH Board and only updated in the ETH PO from time to time. This is why the amounts in Art. 41a para. 1 letters a–c differ from the actual figures (the information in the Commentary column and the amounts stated in brackets in the Ordinance correspond to the additional benefits decided by the ETH Board).

Employees have to notify the employer immediately of any change affecting the entitlement itself or the amount of any allowance by completing the relevant amendment or application form.

	Commentary
Art. 41b Allowance for the support of a close relative (Art. 31 Paragraphs 1 to 3 FPL)	
[1] The competent body as per Article 2 may pay 50 % of the allowance payable under Article 41a Paragraph 1a to an employee whose wife, husband or registered partner is permanently unfit for work because of serious illness.	
[2] This allowance for the support of a close relative is index-linked for inflation.	
Art. 42 Professional pension scheme	
[1] Employees of the ETH Domain are insured with PUBLICA in accordance with the provisions of the Professional Pension Scheme as defined in the FPL and the PUBLICA Law dated 20 December 2006[19].	The professional pension scheme for employees in the ETH Domain complies with the Federal Law on the Swiss Federal Pension Fund (PUBLICA Law dated 20 December 2006) and Articles 32a–m of the FPL.
[2] The qualifying salary for this purpose is the salary of the employee plus other elements defined as salary in Articles 24, 26, 27, 29 and 31; this sum is insured with PUBLICA in accordance with the regulations.	Employees, whose employment is based on the Personnel Ordinance for the ETH Domain, are insured under a defined contributions plan in accordance with the provisions of the ETH Pension Plan Regulations for employees in the ETH Domain (VR-ETH 1).
[3] The competent office as defined in Article 2 may participate in the purchase as defined in the regulations if, in the case of new appointments the pension cover, based on the role and skill of the newly appointed employee, seems disproportionately low.	
[4] In all other respects, the provisions of VR-ETH 1 shall apply.	

[19] SR 172.222.1

Art. 42a Employer's contribution to financing the bridging pension (Art. 32k para. 2 FPL)

[1] Persons who retire before the retirement age specified in Article 21 AHVG[20] may draw a statutory bridging pension.

[2] The employer contributes to financing the bridging pension if the employee:

a. is voluntarily taking full or partial retirement;

b. has reached the age of 62;

c. has worked for an ETH Domain institution for at least five years immediately prior to retirement;

d. has been active in a post associated with high and lasting physical or mental stress for at least five years; and

e. requests payment of a full or half bridging pension.

[3] Activities in accordance with paragraph 2 letter d exist in the following cases in particular:

a. activities with physical, chemical or biological influences that could lead to a health risk;

b. activities in a difficult work environment, particularly in extreme temperatures, harsh climatic conditions or poor lighting;

c. activities that place increased strain on the musculoskeletal system;

d. activities with an increased risk of accident;

e. activities that are strongly repetitive. monotonous or emotionally demanding, and could lead to a high level of mental stress;

f. activities that are by their nature associated with substantial mental stress due to high expectations or high pressure to perform or innovate, or the need to keep adapting to the latest, barely tested technologies and procedures;

g. activities with stressful working hours, such as assignments to fixed duty rosters or night work.

[20] SR 831.10

Commentary

As of 1 January 2022, new provisions apply to the employer's contribution to the financing of bridging pensions.

Employees who are voluntarily taking full or partial retirement must meet all the criteria listed in para. 2.

The employer only contributes to financing bridging pensions for employees who carry out particularly demanding work within the meaning of the criteria defined in para. 3.

Which functions are to be categorised as "particularly onerous" was determined by the ETH Board in agreement with the two Federal Institutes of Technology and the research institutions on the basis of the criteria defined in para. 3 (para. 4). Cf. list of functions of the ETH Domain, p. 76.

The employer's percentage contribution to the financing of the Bridging Pension as set forth in Appendix 5 has also been adapted as of 1 January 2022.

Employees who reached the age of 59 before 1 January 2022 and took early retirement by 1 January 2025 at the latest were able to claim the bridging pension under the previous rules.

cf. Article 65b: Transitional provisions relating to the amendment of 22 September 2021.

[4] With the agreement of both ETHs and the research institutes, the ETH Board specifies the functions that qualify for a contribution from the employer to the financing of the bridging pension.

[5] The employer's percentage contribution to the financing of the bridging pension is set forth in Appendix 5.

[6] The competent body responsible for the employment relationship as per Article 2 checks the eligibility requirements and calculates the average activity rate of the person in question.

Commentary

Procedure for reviewing the entitlement to a bridging pension (para. 6):

1. Persons exercising functions that appear on the functions list are entitled to an individual assessment.

2. In order to avoid cases of hardship, all persons may apply for an assessment (even if their function does not appear on the list), if they can plausibly show that they were subjected to actual stresses within the meaning of Art. 42a para. 3 ETH PO.

3. A bridging pension is co-financed by the employer if assessments by the line manager and the relevant Human Resources department and, in the case of a second assessment, also by a neutral expert (in occupational health), confirm the actual stresses in accordance with the specified criteria.

The Functions List and this procedure come into force on 1 January 2025 on the basis of the transitional provision (Art. 65b ETH PO).

Part 3: Other benefits

Art. 43 Equipment (Art. 18 clause 1 FPL)

1 The competent services shall provide employees as well as apprentices and trainees with the necessary materials and protective clothing.

2 Upon agreement with the competent services, employees may use their own tools, materials and protective clothing. Compensation may be agreed upon for this.

Commentary

The term "equipment", as used in Art. 43, must be understood extensively and includes all materials, appliances and tools, as well as vehicles, necessary to perform the activities.

By arrangement with the superior instance, own equipment may be used against compensation.

Art. 44 Expenses (Art. 18 clause 2 FPL)

1 Employees are entitled to reimbursement of expenses incurred through their professional activity.

2 The ETH Board shall establish the principles for the compensation for meals, accommodation, transport, business entertainment of guests and other expenses.

3 Reimbursement of expenses must abide by the criteria of appropriateness, efficiency of costmanagement, time expenditure and ecological considerations.

Clauses regarding reimbursement of expenses resulting from professional activities are maintained. Entitlement to compensation is established and the mission given to the ETH board of elaborating a separate text, in agreement with the ETHs and Research Institutes which establishes the guidelines for reimbursement of expenses. The Personnel Ordinance text only specifies the four criteria by which reimbursement procedures must abide: appropriateness, efficiency of cost-management, time expenditure and ecological considerations. Further instructions for implementation must, as far as indicated, be formulated by both ETHs and the Research Institutes for their personnel.

Art. 45 Loyalty premium (Art. 32 letter b FPL)

1 After the 10th and 15th year of employment, a loyalty premium of half a month's paid leave or half a month's salary is awarded. After the 20th year of employment and following every five year period of employment thereafter, a loyalty premium amounting to one month's paid leave or one month's salary is awarded.

2 [abrogated]

3 Paid holiday must be taken within 5 years, after which period the entitlement lapses.

As of the 10th year of service and after every five further years of service, employees are entitled to extra holidays or compensation. The phrasing of this Article also enables a combination of leave/compensation.

Entitlement to a loyalty premium does not necessarily require one uninterrupted employment relationship. In this way, the fact that interrupted employment relationships are particularly recommended in the academic field is taken into account.

	Commentary
Art. 46 Complementary services (Art. 32e and g FPL)	
In order maintain their attractiveness in the job market, both ETHs and the Research Institutes may provide complementary services; these include: a. Child day-care facilities; b. On-site catering services for employees , relaxation facilities and other facilities for upholding performance; c. Reduced prices for services and products.	This Article provides the legal basis for measures that both ETHs and the Research Institutes intend to introduce in order to facilitate and improve the working environment and individual organisation of work. The aim of this article is not only to maintain existing facilities; its phrasing is sufficiently flexible to allow for innovations. In particular, it refers to measures intended for accommodation of family and professional life thereby facilitating both women's and men's activities. In addition, reduced prices for services and products provided by the State, including those of other partners, should be made possible, provided no overriding interests object to this.
Art. 47 Medical service	
The ETH Board, both ETHs and the Research Institutes shall ensure the services of a medical service for medical examinations and measures related to occupational health.	For medical examinations and measures related to occupational health, the services of a specialised unit are required.
Art. 47a Integration measures (Art. 4 Paragraph 2 letter g FPL)	
1 The ETH Board, both ETHs and the Research Institutes shall support reintegration into the workplace. If an employee is unable to work because of illness or accident, the competent office defined in Article 2 shall take all practical and reasonable steps to re-integrate the employee into work (integration measures). It shall involve specialist services in this process as appropriate. 2 When an employee is partially unable to work over the long term, it is necessary to examine whether the employment relationship can be continued with a reduced number of hours or in a different job which is appropriate to the employee's remaining working capacity.	The employer shall support employees who have suffered an illness or accident with their efforts to re-integrate into the work process (para. 1). If the employee is partially unable to work over the long term, the employer will also examine whether the employment relationship can be continued with a reduced number of hours or in a different job which is appropriate to the employee's remaining working capacity (para. 2).

Commentary

Art. 48 Court fees and judicial proceeding costs (Art. 18 clause 2 FPL)

[1] The ETH Board, the ETHs and the Research Institutes shall reimburse their employees, who are involved in civil, administrative or criminal proceedings resulting from their professional activity if:

a. the ETH Domain has an interest in bringing proceedings; or

b. the employees did not commit a gross negligence or act intentionally.

[2] As long as the case is pending, only an advance of costs is guaranteed.

Art. 49 Compensation (Art. 19 clauses 3 and 5 FPL)

[1] Employees whose employment is terminated through no fault of their own are entitled to compensation subject to the following conditions:

a. The employment relationship with an employer under Article 3 FPL has lasted at least 20 years without interruption.

b. The employee has reached his or her 50th birthday.

c. The employee is working in an occupation for which there is little or no demand.

[2] Compensation may be paid if the employment is terminated by mutual consent.

[3] The compensation is a minimum of one month's and a maximum of one year's salary.

[4] Particular account is taken of the following when the compensation is assessed:

a. reasons for the employee's departure;

b. age;

c. professional and personal situation;

d. length of service.

Employees dismissed through no fault of their own are entitled to compensation provided they have been in the employment relationship for at least 20 years, are 50 years of age or are performing a very specialist job for which there is little or no demand. This provision gives employers the scope it needs to implement individual, tailored solutions.

Compensation is not awarded or must be reimbursed should an employee be reengaged by an employer also governed by Law on Federal Personnel.

Compensation is based on individual circumstances.

[5] No compensation is paid if the person is recruited by another employer as defined in Article 3 FPL immediately following the previous employment relationship. This is without prejudice to Article 34c Paragraph 2 FPL.

[6] Employees who are recruited by another employer as defined by Article 3 FPL within one year must repay a percentage of the compensation.

[7] For the remaining members of the executive boards of the institutes, Article 7 Paragraph 4 of the Ordinance for the ETH Domain of 19 November 2003[21] shall apply in the event of termination of employment by mutual consent.

Commentary

[21] SR 414.110.3

Part 4: Holidays and time off

Art. 50 Public holidays

No work shall take place on official local holidays.

Art. 51 Vacations (Art. 17 FPL)

1 Employees are entitled to five weeks holidays per calendar year.

2 Entitlement to holidays is of 6 weeks as of the year the employee reaches his or her 50th birthday.

3 For young people, the annual leave entitlement is six weeks up to and including the calendar year in which they reach their 20th birthday.

4 The superiors plan the date of vacations with the employees in line with the operational requirements.

5 Annual leave must, as a rule, be taken in the calendar year in which the entitlement arises. An exception may be made with the superior's agreement, taking operational requirements into account.

6 Holidays that are not taken may only be paid off after the end of the employment relationship.

7 If employees are absent from work as a result of military service, civil defence service, alternative civil service, accident or illness totalling more than 3 months in any one calendar year, holiday entitlement is reduced by 1/12th for every additional full month of absence thereafter. In the event of continuing absence for illness or accident, holiday entitlement is reduced from the second calendar year by 1/12th for each full month of absence. For unpaid leave, the holiday entitlement is reduced from the second month onwards.

8 For part-time employees, holiday entitlement is proportional to activity rate.

Commentary

Employees are entitled up to their 50th birthday to 5 weeks, and thereafter to 6, weeks yearly holidays. This solution takes into account both the ETH Domain institutions' varying job market conditions and their attractiveness as employers.

According to clause 5, holidays must, as a rule, be taken in the calendar year in which the entitlement arises. The possibility of agreeing an alternative arrangement must not run counter to the actual sense and purpose of vacations.

Clause 7 regulates the reduction of holiday entitlement in the case of longer absences. No reduction in holiday entitlement may take place in the case of maternity leave.

Apprentices' holiday entitlement is governed by the Vocational Training Act. The present Ordinance does not apply to them.

Art. 52 Leave (Art. 17 and 17a clause 4 FPL)

[1] Paid, partly paid or unpaid leave may be granted to employees in special cases, provided it does not hinder any operational activities. Paid working time depends on the activity rate.

[2] The following are counted as working time:

a. for an employee's own wedding: 6 days

b. for the wedding of family members: 1 day

c. [abrogated]

d. for the time spent providing initial care and making arrangements for the continuing care of sick persons in the employee's own household, or the employee's own parents, if no other care option is available:
the time required, up to three working days per event

e. for settlement of important school matters and medical issues for children under 16 years of age: up to 5 days per calendar year

f. for house moving: 1 day per calendar year

g. for managing and attending courses that are part of youth and sport programmes or sport for those with a disability: maximum of 5 days per calendar year

h. for military conscription, inspection and discharge: period required as specified in the marching orders

i. for fire brigade assignments and exercises: the time needed

j. death of a close family member or person in own household: 5 days

k. death of a family member not within employee's own household: 1 to 3 days as requested

l. attending the funeral of a close associate or work colleague: time required, but maximum ½ day

m. for attending trade union training activities: 6 days in 2 calendar years

Commentary

The list of entitlements to leave is limited to the most common grounds for leave. They may though be used as a guide for cases that are not regulated as such. The decision to grant a paid, partly paid or unpaid leave for cases that are not regulated is taken by superiors in agreement with the human resources managers in the individual institutions.

Art. 52, together with Art. 8, also creates a new basis for sabbatical leaves, which previously were mostly restricted to university lecturers and can now be extended to the collaborators.

n. for activities within personnel associations: maximum 30 days, as agreed with social partners

o. for the exercise of public offices: up to 15 days per calendar year.

3 Absences that can be planned are only regarded as working time if the matter cannot be settled during leisure time or in the framework of the flexible working time. Are considered as such absences: medical consultations, therapies, summons of an authority in a non-private matter.

4 No paid leave is granted to settle private matters.

Commentary

Art. 52a Unpaid or partly paid leave (Art. 17 and 31 clause 5 BPG)

1 Unpaid or partly paid leave may be granted provided that this is compatible with operational and organisational requirements. As a rule, such leave may not exceed one year.

2 During unpaid or partly paid leave, pension protection shall continue unchanged for a period of one month.

3 If the competent office as defined in Article 2 grants unpaid or partly paid leave in excess of one month, it shall agree with the employee prior to the start of the leave whether and if so how the insurance cover and the liability for contributions shall continue from the second month of leave.

4 the competent office as defined in Article 2 does not assume responsibility for paying the employer contribution or the risk premium from the second month of leave, it shall notify PUBLICA of the leave. The employee may maintain the previous insurance cover by paying both his or her personal savings contributions and the employer's savings contributions and the risk premium or the employee may limit insurance cover to death and disability.

5 Contributions owed by an employee on leave and covering the period of that leave are deducted from the employee's salary after his or her return to work.

Chapter 5: Duties

Commentary

Art. 53 Accomplishment of tasks

Employees are bound to accomplish the tasks stipulated in the employment contract appropriately and dutifully, to comply with the operational instructions and directives of the superiors and to conduct themselves co-operatively and loyally towards to their colleagues.

All duties set forth in Chapter 5 are based on a principle laid down by Art. 53 according to which employees are bound by the elementary principles in what concerns performance and conduct at work.

Art. 53a Protecting the interests of the Confederation, the ETH Board, both ETHs and the Research Institutes

[1] Employees shall perform their tasks without regard to personal interests and avoid conflicts between their private interests and those of the Confederation, the ETH Board, both ETHs and the Research Institutes.

[2] The competent office defined in Article 2 shall ensure that employees who are married to each other, cohabit as partners, or are close relatives or closely related by marriage do not work together directly and are not in a direct reporting relationship. Those who are related in any of the above ways must inform their superior.

Article 20 FPL requires employees to protect the legitimate interests of the Confederation and of their employer. The employees of the ETH Domain therefore have a twofold duty of loyalty, i.e. towards the Confederation and towards the respective employer. This twofold duty of loyalty means that according to the law, employees subject to the FPL have a duty not only as employees but also as citizens. The new Article 53a specifies the duty of loyalty in the PVO-ETH (para. 1).

Close personal relationships between employees may affect the working environment. In order to prevent concentrations of power and double obligations, employees who are married, cohabiting or closely related should, if possible, be employed in such a way as to avoid a situation where they work directly together or one directly manages the other. Those who are related in any of the above ways must inform their superior (para. 2).

Commentary

Art. 53b Recusal

[1] Employees must recuse themselves (stand aside) if there is a possibility they could be biased owing to a personal interest in a particular matter, or for other reasons. The appearance of bias is sufficient reason to stand aside.

[2] The following in particular count as grounds for bias:

a. a particularly close connection or a personal friendship or enmity with a natural person or legal entity that is participating in a transaction or decision-making process or is affected thereby;

b. a financial stake in a legal entity that is participating in a transaction or decision-making process or is affected thereby;

c. the existence of a job offer from a natural person or legal entity that is participating in a transaction or decision-making process or is affected thereby.

[3] Employees must promptly declare unavoidable grounds for bias to their superior. In cases of doubt, the superior decides whether the employee should stand aside in that matter.

The rules on recusal are an obligation arising from the employment relationship. The rules correspond to those set forth in the Administrative Procedure Act, APA [Verwaltungsverfahrengesetz VwVG]*.

Employees must recuse themselves (stand aside) if they could be biased in a particular matter owing to a personal interest, or for other reasons (paragraph 1).

Paragraph 2 lists the grounds for bias and differentiates between the following:

a. those relating to a natural person or legal entity;

b. those of a financial nature, such as a financial stake in a legal entity that is participating in a transaction or decisionmaking process or is affected thereby; or

c. the existence of a job offer from a natural person or legal entity that is participating in a transaction or decision-making process or is affected thereby.

Art. 54 Working time (Art. 17 FPL)

[1] The average weekly working time amounts to 41 hours for full-time employees. For part-time employees it corresponds to the agreed activity rate.

[2] The competent services may upon agreement with the employees or their representations reschedule the working time.

[2bis] In consultation with the competent body, flexible forms of working, such as working outside the workplace, may be agreed, provided that the nature of the activity and the operational requirements so permit. Both ETHs, the research institutes and the ETH Board may regulate flexible forms of working for their own staff; where applicable, they reach agreement with their employees regarding the location at which the work is performed.

[3] Travelling time spent during domestic business trips is considered as working time. For business trips abroad, the agreed working time is taken into account.

The average weekly working time is 41 hours. The ETH Board, both ETHs and the Research Institutes may, operational requirements permitting, suggest and implement their own flexible working schedules. However, pursuant to clause 2, working time must not as a rule exceed 41 hours per week on average over a long-term period.

In view of the technological options now available (mobility), work performed outside the workplace with the agreement of the competent body (teleworking) need not necessarily be performed at the employee's place of residence.

Para. 2bis empowers the institutions of the ETH Domain to regulate flexible forms of working for their staff. Where appropriate, they may decide on the place of work in consultation with their employees.

* ArGV, SR 822.111

[4] Work must be interrupted for at least 30 minutes during the midday break. Fifteen minute breaks in the morning and in the afternoon, respectively, are regarded as working time.

[5] The ETHs and Research Institutes agree upon shift and on-call duty organisation with the employee representations.

Commentary

Paragraph 3 clarifies the rules on what counts as working time during business trips.
Travelling time in Switzerland counts as working time, but for business trips abroad, only the working hours agreed in the employment contract are counted as working time. The disincentive to make trips abroad is intentional. In view of the communication technologies now available (e.g. Skype, Zoom) and in order to protect the environment, employees are, as far as possible, encouraged to avoid travelling abroad.

The minimum midday break amounts to 30 minutes.

Art. 54a Documenting time worked and absences (Art. 17a FPL)

[1] All employees are required to keep an accurate record of their absences due to holidays, leave, maternity, illness, accident, military service, civil protection service and civil defence service, and of any loyalty bonuses taken as paid leave.

[2] In other respects the ETH Board, both ETHs and the Research Institutes each establish rules, in their own areas and in accordance with the applicable law, regarding the documentation of hours worked and absences, the details of working patterns, shift work and on-call duties, and carrying over, offsetting and making payments for holidays, leave, extra hours and overtime balances.

Paragraph 1 establishes a minimum rule for the entire ETH Domain: All employees are required to keep an accurate record of their absences, including holidays, leave, maternity, illness, accident, military service, civil protection service and civil defence service, and of any loyalty bonuses taken as paid leave.

Both ETHs, the Research Institutes and the ETH Board may each establish rules, in their own areas and in accordance with the applicable law, regarding the documentation of hours worked and absences, the details of working patterns, shift work and on-call duties, and carrying over, offsetting and making payments for holidays, leave, extra hours and overtime balances. If required they may introduce simplified recording of hours worked as per Article 73b of Ordinance 1 to the Employment Act [Verordnung 1 zum Arbeitsgesetz*] in consultation with employee representatives.

Art. 55 Extra hours and overtime (Art. 17 FPL)

[1] In case of a considerable increase in workload or for urgent matters, the competent service may, with sufficient notice and adequate compensation, order or approve extra hours or overtime. The service plans the extra hours or overtime that have been ordered or approved with its employees.

[2] Extra hours correspond to working time that exceeds the fixed weekly schedule for full time or part time employees, but without exceeding the statutory legal maximum working time of 45 hours per week. Overtime is defined as working time that exceeds the statutory legal maximum of 45 hours per week. A maximum overtime of 170 hours may be worked each year.

[3] Extra hours worked must be offset by equivalent time off.

[4] If extra hours worked cannot be offset with time off, they are paid according to the employee's usual salary without surplus.

[4bis] Compensation and remuneration for overtime is subject to the provisions of the Employment Act of 13 March 1964[22] for employees that fall within its scope. Where possible, agreement may be sought on allowing time off as compensation for overtime.

[5] Both ETHs and the Research Institutes shall ensure that paid extra hours do not exceed 100 hours per calendar year and that no more than 100 hours are carried forward to the following calendar year.

[6] For executive personnel, remuneration of extra hours may be waived in the employment contract.

[7] If an employee has worked certain hours without the direction or knowledge of the competent body as per Article 2, these hours may only be recognised as extra hours or overtime if the employee claims for them within six months and provides evidence.

[22] SR 822.11

Commentary

In clause 2 the terms "extra hours" and "overtime" are defined.

It maintains the principle according to which extra hours and overtime must be compensated with free time of equivalent length (para. 3).

Extra hours and overtime may be remunerated only in exceptional cases and to a limited extent, but for all categories of personnel (paragraphs 4 and 5).

If extra hours were worked, agreement shall, where possible, be reached between the employee and their superior on compensating by time off of the same duration. If this is not possible, overtime is to be paid with a premium of 25 % (para. 4bis).

The application of Clause 6 must take place in conformity with the Swiss labour laws.

Extra hours and overtime worked without the direction or knowledge of the employer must be claimed for and documented within six months.

Art. 56 Secondary activities undertaken by employees

[1] Employees must inform their superior about all public offices undertaken and all paid activities exercised outside their employment relationship, particularly external teaching obligations, consultancy work, directorships and other services.

[2] Unpaid activities must be reported if conflicts of interest cannot be excluded or if the activities could harm the reputation of the ETH Board, both ETHs or the Research Institutes.

[3] Exercising the offices and activities specified in paragraphs 1 and 2 requires approval if:

a. they place such demands on an employee that the latter's performance in their employment relationship with the ETH Board, the ETHs or the Research Institutes may be negatively affected, particularly if the total time required in order to carry out both the main job and the secondary activity exceeds the hours worked during full-time employment by more than 10 percent;

b. the type of activity risks conflicting with the duties of the employment relationship or with the interests of the ETH Board, the ETHs or the Research Institutes;

c. the employee intends to use the workplace infrastructure.

[4] If conflicts of interest cannot be excluded in individual cases, permission is either denied or is granted with special conditions and requirements attached. The following activities in particular may create conflicts of interest:

a. Advising or representing third parties in matters that form part of the tasks of the employment relationship;

b. Activities connected with orders that are being executed for the ETH Board, both ETHs or the Research Institutes, or that are due to be placed by the latter in the near future.

Commentary

The Article on secondary activities is based on Article 91 FPers0 and other federal regulations. The obligation to inform (paragraphs 1 and 2) is intended to ensure that the employer is aware of a secondary activity in good time and can issue consent and impose conditions if necessary.

Paid activities: Employees are required to inform their superior about all public offices undertaken and all paid activities exercised outside their employment relationship (particularly external teaching obligations, consultancy work, directorships and other services) (paragraph 1).

Unpaid activities must be reported if conflicts of interest cannot be excluded or if the activities could harm the employer's reputation. In cases of doubt, a secondary activity should be reported (paragraph 2).

Offices and activities within the meaning of paragraphs 1 and 2 require permission if:

a. they could negatively affect the employee's performance, particularly if the total time required in order to carry out both the main job and the secondary activity exceeds the hours worked during full-time employment by more than 10 percent

b. the type of activity risks creating a conflict of interests; or

c. the employee intends to use the workplace infrastructure.

5 The notification or the application for permission must be submitted to the superior in good time before the commencement of the activity. Both documents state:

a. the nature and duration of the secondary activity;

b. the amount of time it is expected to take;

c. the nature and extent of the use of infrastructure;

d. possible conflicts of interest

Commentary

If conflicts of interest cannot be excluded in individual cases, permission is either denied or is granted with special conditions and requirements attached. Conflicts of interest may arise in connection with the following activities and tasks, for example:

a. the nature and duration of the secondary activity;

b. the amount of time it is expected to take;

c. the nature and extent of the use of infrastructure;

d. possible conflicts of interest.

Art. 56a Secondary activities undertaken by the remaining members of the executive boards of the institutiones

1 For the remaining members of the executive boards of the institutes, the exercise of secondary activities is covered by Article 7a of the Ordinance on the ETH Domain of 19 November 2003[23].

2 The ETH Board shall decide on application whether to forego receipt in full or in part of the income arising from secondary activities as per Article 11 Paragraph 5 of the Ordinance on management remuneration [Kaderlohnverordnung] of 19 December 2003[24].

See extract from the Ordinance on the Domain of the Federal Institutes of Technology (Ordinance on the ETH Domain) of 19 November 2003*, Article 7a, Appendix, p 65.

See extract from the Ordinance on management remuneration [Kaderlohnverordnung) of 19 December 2003*, Article 11 Paragraph 5, p. 65.

[23] SR 414.110.3
[24] SR 172.220.12

	Commentary
Art. 56b Acceptance of an advantage (Art. 21 clause 3 FPL)	
[1] Employees may not accept gifts from third parties for themselves or for family members in connection with their professional activity, nor may they accept any other advantages that go beyond modest, customary social gestures or which could create a sense of obligation. Modest advantages are defined as gifts of items with a market value not exceeding CHF 200.	Gifts and advantages may not be accepted if they go beyond modest, customary social gestures or could create a sense of obligation. The Confederation has set an upper value of CHF 200 for the acceptance of gifts. This maximum amount is also specified in ETH PO.
[2] In cases of doubt, a decision is made by the superior.	In cases of doubt, the superior decides whether gifts may be accepted.
Art. 57 Obligation of confidentiality, business and official secrets (Art. 22 FPL)	
[1] Employees are bound to secrecy regarding professional and business matters that must be kept confidential because of their nature or pursuant to a particular prescription.	The formulation in clause 1, takes the specific circumstances in the area of research into account regarding the duty of secrecy regarding professional and business matters. Explicit mention is made that this obligation does not cease when the employment relationship ends (clause 2).
[2] The duty of secrecy shall persist even after termination of the employment relationship.	
[3] Employees may express themselves in questionings and in court procedures, whether as a party, witness or expert, on matters of which they have become aware as a result of their work or in the exercise of their function and which relate to their official tasks, only if they have been authorised to do so by the competent service.	

Chapter 5a: Breach of professional duties

Commentary

Art. 58 Administrative investigation (Art. 25 FPL)

[1] If it is necessary to clarify whether an issue requires official intervention in the public interests, the competent body as per Article 2 shall conduct an administrative investigation. Articles 27a–27j of the Ordinance on the Organisation of the Government and Administration dated 25 November 1998[25] shall apply analogously.

[2] The administrative investigation is not aimed against specific individuals.

The administrative investigation serves to ascertain the facts of a case. It is not aimed against a specific individual.

Art. 58a Disciplinary investigation (Art. 25 FPL)

[1] The competent instance under Article 2 launches the disciplinary investigation. It shall designate the person in charge of the investigation. It may entrust persons outside the ETH Domain with the conduct of the investigation.

[2] Termination of the employment relationship shall also lead to the termination of the disciplinary investigation.

[3] If there are no grounds for termination of employment in accordance with Article 10 paragraphs 3 and 4 FPL, the competent body as per Article 2 may take the following measures provided that they are supported by the findings of the investigation:

a. if there is a breach of duty resulting from negligence: reprimand or transfer to other duties;

b. in the case of a breach of duty committed intentionally or by gross negligence: measures under letter a and, moreover, a salary cut of up to 10 per cent during one year at maximum, a modification of the working time or of the workplace.

[4] Should the same facts lead to a disciplinary investigation and to criminal proceedings, the decision pertaining to disciplinary measures may be deferred until the closure of the criminal proceedings.

The competence to conduct disciplinary investigations, the prerequisites for taking disciplinary measures as well as the disciplinary measures as such is clearly standardised.

A prescription period of 3 years after the last breach of duty is specified. After this period, any measures according to this Article are no longer possible.

[25] SR 172.010.1

Commentary

[5] Any disciplinary measures must be ordered within one year following the discovery of the breach of duty but no later than three years after the last breach. Prescription is interrupted by the commencement of parallel criminal proceedings and while they are pending or as long as the outcome of an appeal filed during the disciplinary inquiry is yet to be established.

Art. 58b Transfer of files to the Office of the Attorney General of Switzerland (Art. 25 FPL)

If a breach of duty constitutes a violation of federal or cantonal criminal legislation the competent instance under Article 2 shall transfer the files with the minutes of the questionings to the Office of the Attorney General of Switzerland.

The procedure in the area of criminal liability is regulated by the Responsibility Law (in particular Art. 13, 15 and 16). Art. 58b regulates the practice for transferring the files to the Office of the Attorney General of Switzerland. The instance responsible for the transfer of the files is also mentioned.

Chapter 6: Final provisions

Part 1: ... [abrogated]

Commentary

The provisions concerning the protection of personal and health-related data in Articles 59–61 were deleted with effect from 1 September 2023 and incorporated in the Ordinance of the ETH Board concerning the protection of personal data of personnel in the ETH Domain (ETH DPO, SR 172.220.113.42 avaialable in German or French).

Part 2: Appeals

Art. 62 Internal appeal instance and process (Art. 37 para. 3 ETH Law)

[1] The ETH Appeals Commission is the internal instance of appeal for first instance decisions issued by both ETHs and Research Institutes.

[2] An appeal may be lodged with the Federal Administrative Court against an order issued by the ETH Council or a decision by the ETH Appeals Commission.

Art. 63 Prescription (Art. 34 FPL)

The prescription periods for claims arising from the employment relationship follow Articles 127 and 128 of the Code of Obligation[26].

Part 3: Repeal and amendment of previous legislation

Art. 65a Transitional provision on the amendment dated 5 March 2020

Entitlements to continued salary payments subsequent to an illness or accident that occurred before the entry into force of the amendment dated 5 March 2020 are governed by the previous law.

For claims that arose before the amendment to the PVO-ETH came into force on October 1, 2020, the previous law continues to apply. The new regulations relating to Article 36 will apply from October 1, 2020.

[26] SR 220

Commentary

Art. 65b Transitional provision on the amendment of 22 September 2021

Employees who reach the age of 59 before 1 January 2022 and take early retirement by 1 January 2025 at the latest may claim the bridging pension under the previous rules.

Part 4: Entry into force

Art. 66

This Ordinance shall come into force on 1 January 2002.

Appendix 1 (Art. 25 para. 1): ETH Domain Function Grid

Code	Function types	Functional grades													
	Scientific functions	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
101	**Scientific assistant**															
1011-06	Requirement profile I						■									
102	**Scientific and advanced scientific employee**															
1021-07	Requirement profile I							■								
1022-08	Requirement profile II								■							
1023-09	Requirement profile III									■						
1024-10	Requirement profile IV										■					
103	**Senior scientific employee**															
1031-10	Requirement profile I										■					
1032-11	Requirement profile II											■				
1033-12	Requirement profile III												■			
1034-13	Requirement profile IV													■		
111	**Scientific group manager**															
1111-09	Requirement profile I									■						
1112-10	Requirement profile II										■					
1113-11	Requirement profile III											■				
112	**Scientific department manager**															
1121-11	Requirement profile I											■				
1122-12	Requirement profile II												■			
1123-13	Requirement profile III													■		

	Support functions	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
201 / 301	**Support staff I**															
2011 / 3011-01	Requirement profile I	■														
2012 / 3012-02	Requirement profile II		■													
2013 / 3013-03	Requirement profile III			■												
202 / 302 / 402	**Support staff II**															
2021 / 3021 / 4021-03	Requirement profile I			■												
2022 / 3022 / 4022-04	Requirement profile II				■											
2023 / 3023 / 4023-05	Requirement profile III					■										
203 / 303 / 403	**Expert I support**															
2031 / 3031 / 4031-05	Requirement profile I					■										
2032 / 3032 / 4031-06	Requirement profile II						■									
2033 / 3033 / 4033-07	Requirement profile III							■								
204 / 304 / 404	**Expert II support**															
2041 / 3041 / 4041-07	Requirement profile I							■								
2042 / 3042 / 4041-08	Requirement profile II								■							
2043 / 3043 / 4043-09	Requirement profile III									■						
2044 / 3044 / 4044-10	Requirement profile IV										■					
501	**Group management**															
5011-04	Requirement profile I				■											
5012-05	Requirement profile II					■										
5013-06	Requirement profile III						■									
502	**Unit manager**															
5021-06	Requirement profile I						■									
5022-07	Requirement profile II							■								
5023-08	Requirement profile III								■							
5024-09	Requirement profile IV									■						
503	**Department manager**															
5031-09	Requirement profile I									■						
5032-10	Requirement profile II										■					
5033-11	Requirement profile III											■				
5034-12	Requirement profile IV												■			

	Management and staff functions	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
601	**Specialists**															
6011-11	Requirement profile I											■				
6012-12	Requirement profile II												■			
6013-13	Requirement profile III													■		
6014-14	Requirement profile IV														■	
602	**Management functions**															
6021-11	Requirement profile I											■				
6022-12	Requirement profile II												■			
6023-13	Requirement profile III													■		
6024-14	Requirement profile IV														■	
603	**Management function (several departments)**															
6031-13	Requirement profile I													■		
6032-14	Requirement profile II														■	
6033-15	Requirement profile III															■

Main Grid No.	Profile No.	Profile designation	Functional grade
101	1011-06	Scientific Assistant	6
102	1021-07	Scientific and advanced scientific employees	7
	1022-08	Scientific and advanced scientific employees	8
	1023-09	Scientific and advanced scientific employees	9
	1024-10	Scientific and advanced scientific employees	10
103	1031-10	Senior scientific employee	10
	1032-11	Senior scientific employee	11
	1033-12	Senior scientific employee	12
	1034-13	Senior scientific employee	13
111	1111-09	Scientific group manager	9
	1112-10	Scientific group manager	10
	1113-11	Scientific group manager	11
112	1121-11	Scientific department manager	11
	1122-12	Scientific department manager	12
	1123-13	Scientific department manager	13
201	2011-01	Administrative employee	1
	2012-02	Administrative employee	2
	2013-03	Administrative employee	3
202	2021-03	Administrative clerk	3
	2022-04	Administrative clerk	4
	2023-05	Administrative clerk	5
203	2031-05	Administrative specialist I	5
	2032-06	Administrative specialist I	6
	2033-07	Administrative specialist I	7
204	2041-07	Administrative specialist II	7
	2042-08	Administrative specialist II	8
	2043-09	Administrative specialist II	9
	2044-10	Administrative specialist II	10
301	3011-01	Technical employee	1
	3012-02	Technical employee	2
	3013-03	Technical employee	3
302	3021-03	Technical clerk	3
	3022-04	Technical clerk	4
	3023-05	Technical clerk	5
303	3031-05	Technical specialist I	5
	3032-06	Technical specialist I	6
	3033-07	Technical specialist I	7
304	3041-07	Technical specialist II	7
	3042-08	Technical specialist II	8
	3043-09	Technical specialist II	9
	3044-10	Technical specialist II	10

Main Grid No.	Profile No.	Profile designation	Functional grade
402	4021-03	IT Support (1st level)	3
	4022-04	IT Support (1st level)	4
	4023-05	IT Support (1st level)	5
403	4031-05	Complex IT Support (2nd level) / programming	5
	4032-06	Complex IT Support (2nd level) / programming	6
	4033-07	Complex IT Support (2nd level) / programming	7
404	4041-07	System specialist (3rd level) / software engineering	7
	4042-08	System specialist (3rd level) / software engineering	8
	4043-09	System specialist (3rd level) / software engineering	9
	4044-10	System specialist (3rd level) / software engineering	10
501	5011-04	Group management	4
	5012-05	Group management	5
	5013-06	Group management	6
502	5021-06	Unit manager	6
	5022-07	Unit manager	7
	5023-08	Unit manager	8
	5024-09	Unit manager	9
503	5031-09	Department manager	9
	5032-10	Department manager	10
	5033-11	Department manager	11
	5034-12	Department manager	12
601	6011-11	Specialists	11
	6012-12	Specialists	12
	6013-13	Specialists	13
	6014-14	Specialists	14
602	6021-11	Management functions	11
	6022-12	Management functions	12
	6023-13	Management functions	13
	6024-14	Management functions	14
603	6031-13	Management functions (several departments)	13
	6032-14	Management functions (several departments)	14
	6033-15	Management functions (several departments)	15

Appendix 2: Salary scales ETH Domaine 2025

All salary scales by functional grade, years of experience and position in the salary band based on the evaluation of performance

Key: FG = functional grade; performance letters according to ETH PO A–E / according to ETH Zurich A++ – C
Useful experience = number of useful years of experience (max. 15)

FG		useful experience															
1		**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
A	A++	66'212	67'536	68'860	70'184	71'508	72'833	73'826	74'819	75'812	76'805	77'799	78'461	79'123	79'785	80'447	81'109
B	A+	61'893	63'131	64'369	65'607	66'845	68'083	69'011	69'939	70'868	71'796	72'725	73'344	73'963	74'582	75'200	75'819
C	A	57'575	58'727	59'878	61'030	62'181	63'333	64'196	65'060	65'924	66'787	67'651	68'227	68'802	69'378	69'954	70'530
D	B	53'257	54'322	55'387	56'453	57'518	58'583	59'382	60'180	60'979	61'778	62'577	63'110	63'642	64'175	64'707	65'240
E	C	48'939	49'918	50'896	51'875	52'854	53'833	54'567	55'301	56'035	56'769	57'503	57'993	58'482	58'971	59'461	59'950
2		**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
A	A++	71'673	73'106	74'540	75'973	77'406	78'840	79'915	80'990	82'065	83'140	84'215	84'932	85'649	86'366	87'082	87'799
B	A+	66'998	68'338	69'678	71'018	72'358	73'698	74'703	75'708	76'713	77'718	78'723	79'393	80'063	80'733	81'403	82'073
C	A	62'324	63'571	64'817	66'063	67'310	68'556	69'491	70'426	71'361	72'296	73'231	73'854	74'477	75'100	75'724	76'347
D	B	57'650	58'803	59'956	61'109	62'262	63'415	64'279	65'144	66'009	66'874	67'738	68'315	68'891	69'468	70'044	70'621
E	C	52'975	54'035	55'094	56'154	57'213	58'273	59'068	59'862	60'657	61'451	62'246	62'776	63'306	63'835	64'365	64'895
3		**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
A	A++	77'623	79'175	80'728	82'280	83'833	85'385	86'549	87'714	88'878	90'042	91'207	91'983	92'759	93'535	94'312	95'088
B	A+	72'560	74'012	75'463	76'914	78'365	79'816	80'905	81'993	83'082	84'170	85'258	85'984	86'710	87'435	88'161	88'887
C	A	67'498	68'848	70'198	71'548	72'898	74'248	75'260	76'273	77'285	78'298	79'310	79'985	80'660	81'335	82'010	82'685
D	B	62'436	63'684	64'933	66'182	67'431	68'679	69'616	70'552	71'489	72'425	73'362	73'986	74'611	75'235	75'859	76'484
E	C	57'373	58'521	59'668	60'816	61'963	63'111	63'971	64'832	65'692	66'553	67'414	67'987	68'561	69'135	69'709	70'282
4		**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
A	A++	84'104	85'786	87'468	89'150	90'832	92'514	93'776	95'037	96'299	97'560	98'822	99'663	100'504	101'345	102'186	103'027
B	A+	78'619	80'191	81'763	83'336	84'908	86'480	87'660	88'839	90'018	91'198	92'377	93'163	93'949	94'735	95'522	96'308
C	A	73'134	74'596	76'059	77'522	78'984	80'447	81'544	82'641	83'738	84'835	85'932	86'663	87'395	88'126	88'857	89'589
D	B	67'649	69'002	70'354	71'707	73'060	74'413	75'428	76'443	77'458	78'472	79'487	80'164	80'840	81'517	82'193	82'869
E	C	62'164	63'407	64'650	65'893	67'137	68'380	69'312	70'245	71'177	72'110	73'042	73'664	74'285	74'907	75'529	76'150
5		**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
A	A++	91'168	92'991	94'815	96'638	98'461	100'285	101'652	103'020	104'387	105'755	107'122	108'034	108'946	109'857	110'769	111'681
B	A+	85'222	86'927	88'631	90'336	92'040	93'744	95'023	96'301	97'579	98'858	100'136	100'988	101'841	102'693	103'545	104'397
C	A	79'276	80'862	82'448	84'033	85'619	87'204	88'393	89'582	90'772	91'961	93'150	93'943	94'735	95'528	96'321	97'114
D	B	73'331	74'797	76'264	77'731	79'197	80'664	81'764	82'864	83'964	85'064	86'164	86'897	87'630	88'364	89'097	89'830
E	C	67'385	68'733	70'080	71'428	72'776	74'123	75'134	76'145	77'156	78'167	79'177	79'851	80'525	81'199	81'873	82'547

FG		useful experience															
6		**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
A	A++	99'055	101'036	103'017	104'998	106'979	108'960	110'446	111'932	113'418	114'903	116'389	117'380	118'370	119'361	120'351	121'342
B	A+	92'595	94'446	96'298	98'150	100'002	101'854	103'243	104'632	106'021	107'410	108'799	109'725	110'651	111'576	112'502	113'428
C	A	86'135	87'857	89'580	91'303	93'025	94'748	96'040	97'332	98'624	99'916	101'208	102'069	102'931	103'792	104'653	105'515
D	B	79'674	81'268	82'861	84'455	86'048	87'642	88'837	90'032	91'227	92'422	93'617	94'414	95'211	96'008	96'804	97'601
E	C	73'214	74'679	76'143	77'607	79'071	80'536	81'634	82'732	83'830	84'929	86'027	86'759	87'491	88'223	88'955	89'688
7		**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
A	A++	108'068	110'229	112'391	114'552	116'714	118'875	120'496	122'117	123'738	125'359	126'980	128'061	129'141	130'222	131'303	132'383
B	A+	101'020	103'041	105'061	107'081	109'102	111'122	112'638	114'153	115'668	117'183	118'699	119'709	120'719	121'729	122'740	123'750
C	A	93'972	95'852	97'731	99'611	101'490	103'370	104'779	106'189	107'598	109'008	110'417	111'357	112'297	113'237	114'176	115'116
D	B	86'924	88'663	90'401	92'140	93'878	95'617	96'921	98'225	99'528	100'832	102'136	103'005	103'875	104'744	105'613	106'482
E	C	79'876	81'474	83'071	84'669	86'267	87'864	89'062	90'260	91'459	92'657	93'855	94'654	95'452	96'251	97'050	97'849
8		**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
A	A++	118'606	120'978	123'350	125'722	128'094	130'466	132'245	134'024	135'803	137'582	139'362	140'548	141'734	142'920	144'106	145'292
B	A+	110'870	113'088	115'305	117'523	119'740	121'957	123'621	125'284	126'947	128'610	130'273	131'381	132'490	133'599	134'708	135'816
C	A	103'135	105'198	107'261	109'323	111'386	113'449	114'996	116'543	118'090	119'637	121'184	122'215	123'247	124'278	125'309	126'341
D	B	95'400	97'308	99'216	101'124	103'032	104'940	106'371	107'802	109'233	110'664	112'095	113'049	114'003	114'957	115'911	116'865
E	C	87'665	89'418	91'172	92'925	94'678	96'431	97'746	99'061	100'376	101'691	103'006	103'883	104'760	105'636	106'513	107'390
9		**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
A	A++	131'177	133'800	136'424	139'047	141'671	144'295	146'262	148'230	150'197	152'165	154'133	155'445	156'756	158'068	159'380	160'692
B	A+	122'622	125'074	127'527	129'979	132'432	134'884	136'723	138'563	140'402	142'241	144'081	145'307	146'533	147'759	148'986	150'212
C	A	114'067	116'348	118'630	120'911	123'192	125'474	127'185	128'896	130'607	132'318	134'029	135'169	136'310	137'451	138'591	139'732
D	B	105'512	107'622	109'732	111'843	113'953	116'063	117'646	119'228	120'811	122'394	123'976	125'032	126'087	127'142	128'197	129'252
E	C	96'957	98'896	100'835	102'774	104'713	106'652	108'107	109'561	111'016	112'470	113'924	114'894	115'863	116'833	117'803	118'772
10		**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
A	A++	146'853	149'790	152'727	155'664	158'601	161'538	163'741	165'944	168'147	170'350	172'552	174'021	175'489	176'958	178'427	179'895
B	A+	137'276	140'021	142'767	145'512	148'258	151'003	153'062	155'122	157'181	159'240	161'299	162'672	164'045	165'417	166'790	168'163
C	A	127'698	130'252	132'806	135'360	137'914	140'468	142'384	144'299	146'215	148'130	150'046	151'323	152'600	153'877	155'154	156'430
D	B	118'121	120'483	122'846	125'208	127'571	129'933	131'705	133'477	135'249	137'020	138'792	139'973	141'155	142'336	143'517	144'698
E	C	108'544	110'714	112'885	115'056	117'227	119'398	121'026	122'654	124'282	125'911	127'539	128'624	129'710	130'795	131'880	132'966
11		**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
A	A++	167'118	170'460	173'803	177'145	180'488	183'830	186'337	188'843	191'350	193'857	196'364	198'035	199'706	201'377	203'048	204'720
B	A+	156'219	159'343	162'468	165'592	168'717	171'841	174'184	176'528	178'871	181'214	183'557	185'120	186'682	188'244	189'806	191'368
C	A	145'320	148'226	151'133	154'039	156'946	159'852	162'032	164'212	166'391	168'571	170'751	172'204	173'657	175'111	176'564	178'017
D	B	134'421	137'109	139'798	142'486	145'175	147'863	149'879	151'896	153'912	155'928	157'945	159'289	160'633	161'977	163'322	164'666
E	C	123'522	125'992	128'463	130'933	133'404	135'874	137'727	139'580	141'433	143'286	145'138	146'374	147'609	148'844	150'079	151'315

FG		useful experience															
12		**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
A	A++	194'108	197'991	201'873	205'755	209'637	213'519	216'431	219'342	222'254	225'166	228'077	230'018	231'959	233'901	235'842	237'783
B	A+	181'449	185'078	188'707	192'336	195'965	199'594	202'316	205'037	207'759	210'481	213'203	215'017	216'832	218'646	220'461	222'275
C	A	168'790	172'166	175'541	178'917	182'293	185'669	188'201	190'733	193'264	195'796	198'328	200'016	201'704	203'392	205'080	206'768
D	B	156'131	159'253	162'376	165'498	168'621	171'744	174'086	176'428	178'770	181'112	183'453	185'015	186'576	188'137	189'699	191'260
E	C	143'471	146'341	149'210	152'080	154'949	157'819	159'971	162'123	164'275	166'427	168'579	170'014	171'448	172'883	174'318	175'752

13		**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
A	A++	230'989	235'608	240'228	244'848	249'468	254'088	257'552	261'017	264'482	267'947	271'412	273'722	276'031	278'341	280'651	282'961
B	A+	215'924	220'243	224'561	228'880	233'198	237'517	240'755	243'994	247'233	250'472	253'711	255'870	258'029	260'189	262'348	264'507
C	A	200'860	204'877	208'894	212'911	216'928	220'946	223'959	226'971	229'984	232'997	236'010	238'019	240'027	242'036	244'045	246'053
D	B	185'795	189'511	193'227	196'943	200'659	204'375	207'162	209'949	212'736	215'522	218'309	220'167	222'025	223'883	225'741	227'599
E	C	170'731	174'145	177'560	180'975	184'389	187'804	190'365	192'926	195'487	198'048	200'609	202'316	204'023	205'731	207'438	209'145

14		**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
A	A++	282'614	288'267	293'919	299'571	305'224	310'876	315'115	319'354	323'594	327'833	332'072	334'898	337'724	340'550	343'377	346'203
B	A+	264'183	269'467	274'750	280'034	285'318	290'601	294'564	298'527	302'490	306'452	310'415	313'057	315'699	318'341	320'982	323'624
C	A	245'752	250'667	255'582	260'497	265'412	270'327	274'013	277'699	281'386	285'072	288'758	291'216	293'673	296'131	298'588	301'046
D	B	227'320	231'867	236'413	240'960	245'506	250'052	253'462	256'872	260'282	263'692	267'101	269'375	271'648	273'921	276'194	278'467
E	C	208'889	213'067	217'245	221'422	225'600	229'778	232'911	236'045	239'178	242'311	245'445	247'533	249'622	251'711	253'800	255'889

Appendix 3 (Art. 24 para. 3): Lump-sum salaries in the ETH Domain

(Minimum salaries for employees on lump-sum salaries as per Article 24 paragraph 3)

The following gross annual salaries are minimum salaries:

1.	**Doctoral students** (taking account of the time spent on the student's own doctoral work and irrespective of the level of employment; if the salary is funded from a variety of sources, the minimum salary must be achieved overall)	CHF 47,040
2.	**Postdoctoral students** (full-time)	CHF 80,000
3.	**Other employees**[27] (full-time)	
	a) without a doctorate	CHF 40,000
	b) with a doctorate	CHF 68,630

[27] The "Other employees" category covers: graduate employees not working for a doctorate; employees with doctorates who do not meet the conditions of the "Postdocs" category in terms of length of employment and time frame; technical employees and support staff.

Appendix 5 (Art. 42a): Employer's contribution to the financing of the Bridging Pension

Age on retirement	Standard plan (function levels)			Executive Plan 1 (Function levels)	Executive Plan 2 (Function levels)
	1 to 3	4 to 6	7 to 9	10 to 12	12 to 15
62	80%	60%	45%	40%	40%
63	85%	65%	50%	45%	45%
64	90%	70%	55%	50%	50%

Functions eligible for the employer's contribution to the bridging pension (ETH Domain Functions List)

According to the partial revision of Article 42a ETH PO (Status May 2023)[1]

Code	Type of function	Example	Extraordinary stress/strain factors as per ETH PO Art. 42a para. 3
101	**Knowledge Aasistant**		
1011-06	Requirement profile I		a, b, c, d
102	**Scientific and advaned scientific employee**	Scientific employee performing activities hazardous to health	Activities associated with stress/ strain factors as per a/b/c/d that the employee performs multiple times per week on their own responsibi- lity.
1021-07	Requirement profile I		a, b, c, d
1022-08	Requirement profile II		a, b, c, d
1023-09	Requirement profile III		a, b, c, d
1024-10	Requirement profile IV		a, b, c, d
301	**Technical employee**	Cleaners, removals staff and tech- nical personnel who perform very physically demanding activities or who are exposed to a high risk of accidents	AActivities associated with stress/ strain factors as per a/b/c/d/g per- formed multiple times per week on their own responsibility
3011-01	Requirement profile I		a, b, c, d, g
3012-02	Requirement profile II		a, b, c, d, g
3013-03	Requirement profile III		a, b, c, d, g
302	**Technical clerk**	Cleaners, removals staff and tech- nical personnel who perform very physically demanding activities or who are exposed to a high risk of accidents	Activities associated with stress/ strain factors as per c/d/g perfor- med multiple times per week on their own responsibility
3021-03	Requirement profile I		c, d, g
3022-04	Requirement profile II		c, d, g
3023-05	Requirement profile III		c, d, g
303	**Technical specialist I**	Cleaners, removals staff and tech- nical personnel who perform very physically demanding activities or who are exposed to a high risk of accidents	Activities associated with stress/ strain factors as per c/d/g perfor- med multiple times per week on their own responsibilitye
3031-05	Requirement profile I		c, d, g
3032-06	Requirement profile II		c, d, g
3033-07	Requirement profile III		c, d, g

Code	Type of fonction	Example	Extraordinary stress/strain factors as per ETH PO Art. 42a para. 3
304	**Technical specialist II**	Laboratory technician who performs activities hazardous to health	Activities associated with stress/strain factors as per a/b/c/d/g performed multiple times per week on their own responsibility.
3041-07	Requirement profile I		a, b, c, d, g
3042-08	Requirement profile II		a, b, c, d, g
3043-09	Requirement profile III		a, b, c, d, g
3044-10	Requirement profile IV		a, b, c, d, g
403	**Complex IT-Support (2nd level) / Programming**	Tests and implements new hardware and software components. Analyses processes and assists with the implementation of applications. Provides second-level support.	Activities associated with stress/strain-factors as per e, f, g.
4031-05	Requirement profile I		e, f, g
4032-06	Requirement profile II		e, f, g
4033-07	Requirement profile III		e, f, g

[1] In accordance with the decision of the ETH Board on 23 and 24 May 2023

Stress/strain categories as per Art. 42a para. 3 ETH PO	Type of stress or strain
a) Activities involving exposure to physical, chemical or biological influences	Noise, vibrations; exposure to radiation, viruses, bacteria or other microorganisms, toxins, hazardous chemicals
b) Activities performed in a difficult working environment	Extreme temperatures, high ambient noise Poor or very bright lighting
c) Activities that place increased strain on the musculoskeletal system	Frequently having to lift loads >=25 kg Lifting/wearing heavy equipment
d) Activities with an increased risk of accident	Exposure to acids, alkali, viruses, bacteria, fungi, spores, toxic chemicals and other toxins, hormones, fire, stamping and cutting equipment
e) Repetitive, monotonous or mentally stressful activities	Working with experimental animals, treating persons suffering from cancer
f) High pressure to perform, frequent adaptation to new technologies	Extreme pressure to meet performance targets and expectations, continual need to adapt to the latest technologies and methodologies
g) Stressful working hours	Regular need to do shift work, night work, irregular working hours, long attencance periods, weekend work, little influence on dury rosters or breaks

The same Functions List applies to all the institutions of the ETH Domain. It is based on the job profiles revised in 2018. All functions may involve one or more stresses. The list covers functions that may regularly be associated with at least three types of stress, as listed in Art. 42a para. 3 ETH PO.

Extract from the Ordinance on the Domain of the Federal Institutes of Technology [ETH-Gesetz] (Ordinance on the ETH Domain) of 19 November 2003*

Art. 7a Secondary activities

1 If the Presidents of ETHZ or EPFL or a director of a research institute undertakes a paid secondary activity, Article 11 of the Ordinance on management remuneration [Kaderlohnverordnung] of 19 December 2003 shall apply.

2 The ETH Board shall be notified of any intention to take up an unpaid secondary activity if it:

a. might reduce performance as defined in Article 11 Paragraph 3 of the Ordinance on management remuneration;

b. might result in a conflict of interest as defined in Article 11 Paragraph 4 of the Ordinance on management remuneration [Kaderlohnverordnung].

3 In addition, the intention to exercise a secondary activity must be divulged if it might have a detrimental effect on the reputation of the ETH Domain.

4 The ETH Board may veto the exercise of a notifiable secondary activity or impose restrictions and conditions; this shall be without prejudice to the powers specified in Article 11 Paragraph 2 of the Ordinance on management remuneration [Kaderlohnverordnung].

5 In as much as under Article 11 Paragraph 5 of the Ordinance on management remuneration [Kaderlohnverordnung] the employee is required to hand over the income from secondary activities, the income is passed to the ETH or research institute to which the relevant person belongs

6 The Federal Council shall, on application decide whether to waive the right to receive the income in full or in part from secondary activities.

7 The ETH Board may issue instructions on the procedure for notifications and for monitoring compliance with the rules on secondary activities.

* SR 414.110.3

Extract from the Ordinance on the remuneration and other contractual conditions of top-level management and management bodies of establishments and institutes of the Confederation

[Verordnung über die Entlöhnung und weitere Vertragsbedingungen der obersten Kader und Leitungsorgane von Unternehmen und Anstalten des Bundes]

(Ordinance on management remuneration [Kaderlohnverordnung] of 19 December 2003*)

Art. 11 Secondary activities

1 The following in particular are classed as secondary activities:

a. the exercise of a political mandate;

b. membership of a top management body of another establishment or institute subject to both public and private law;

c. the exercise of an advisory role.

2 Top-level managers shall notify the body to which they report of any intention to undertake a paid secondary activity as per Paragraph 1. If that body considers that the secondary activity might reduce performance as per Paragraph 3 or result in a conflict of interest as per Paragraph 4, it shall forward the notification to the relevant Federal Department and the latter shall determine whether the approval of the Federal Council is required.

3 Performance is deemed to be reduced if the combined time commitment for the primary and secondary activities exceeds a full workload by more than 10 %. The superior body may impose restrictions.

4 The admissibility of a secondary activity shall be the subject of particular scrutiny if it is to be exercised in the same or a related sector or could result in a direct business relationship or participation.

5 Income from a secondary activity in excess of 30 % of remuneration shall be handed over to the employer. If a secondary activity is justified because it is in the material interests of the employer, the employer may waive the right to receive the income in full or in part.

* SR 172.220.12

Extract from the Federal Act on the Federal Institutes of Technology (ETH Act) [Bundesgesetz über die Eidgenössischen Technischen Hochschulen (ETH-Gesetz)] of 4 October 1991 (Status as of 1 January 2022)*

Art. 37 Rights of appeal

1 The appeals procedure shall comply with the general provisions on the administration of federal justice, unless stipulated otherwise in this Act.

2 The ETH Board, the two federal institutes of technology and the four research institutes within the ETH Domain shall have a right of appeal against decisions made on appeal if they ruled at first instance on the case. The ETHZ Assembly and the EPFL Assembly each have a right of appeal if the contested rulings relate to matters on which they have shared decision-making powers.

2bis The two federal institutes of technology have no right of appeal against decisions taken by the ETH Board under Articles 25 paragraph 1 letter e and 33a paragraph 3.

3 Rulings issued by the two federal institutes of technology and the four research institutes within the ETH Domain may be appealed to the ETH Appeals Commission. Excluded from the foregoing are rulings that are based on the Government Liability Act of 14 March 1958.

4 If the appeal relates to the results of examinations or doctorates, the results may not be challenged on the grounds that they are unreasonable.

* SR 414.110

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Swiss Federal Personnel Law (FPL)

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Swiss Federal Personnel Law (FPL)

of 24 March 2000 (Version as at 1 January 2024)

The Federal Assembly of the Swiss Confederation,
pursuant to Article 173 Paragraph 2 of the Swiss Federal Constitution[1],
and with due regard to the message from the Swiss Federal Council dated 14 December 1998[2],
resolves as follows:

SR 172.220.1
[1] SR 101
[2] BBl 1999 1597

Chapter 1: General Provisions

Art. 1 Purpose

This Law regulates the employment relationship for Federal personnel.

Art. 2 Scope

[1] This Law applies to personnel employed:

a. by the Federal Administration as per Article 2 Paragraphs 1 and 2 of the Swiss Federal Law on the Organisation of the Government and Administration [Regierungsund Verwaltungsorganisationsgesetz] dated 21 March 1997[3] (RVOG);

b. by the Parliamentary Services as per the Parliament Law [Parlamentsgesetz] of 13 December 2002[4];

c. ...

d. by Swiss Federal Railways in accordance with the Swiss Federal Law on the Swiss Federal Railways [Bundesgesetz über die Schweizerischen Bundesbahnen] dated 20 March 1998[5];

e. by decentralised administrative units as per Article 2 Paragraph 3 RVOG, unless specific legislation stipulates otherwise;

f. by the Swiss Federal Administrative Court, the Swiss Federal Criminal Court and the Swiss Federal Patent Court, unless specified otherwise in the Swiss Federal Law on the Administrative Court [Verwaltungsgerichtsgesetz] dated 17 June 2005[6], the Swiss Federal Law on the organisation of the criminal justice authorities [Strafbehördenorganisationsgesetz] dated 19 March 2010[7] and the Swiss Federal Law on the Patent Court [Patentgerichtsgesetz] dated 20 March 2009[8];

g. by the Federal Supreme Court as per the Federal Law on the Federal Supreme Court [Bundesgerichtsgesetz] of 17 June 2005[9];

h. by the Secretariat of the supervisory authority for the Office of the Attorney General;

i. by the Office of the Attorney General as per Article 22 Paragraph 2 of the Federal Act on the Organisation of the Criminal Justice Authorities [Strafbehördenorganisationsgesetz] of 19 March 2010[10];

j. by the Federal Compulsory Purchase Commission, which operates on a full-time basis (Commission members and personnel of the permanent secretariats).

[2] It shall not apply to the following:

a. persons elected by the Federal Assembly as per Article 168 of the Swiss Federal Constitution;

b. apprentices subject to the Federal Act on Vocational and Professional Education [Berufsbildungsgesetz] of 13 December 2002[11];

[3] SR 172.010
[4] SR 171.10
[5] SR 742.31
[6] SR 173.32
[7] SR 173.71
[8] SR 173.41
[9] SR 173.110
[10] SR 173.71
[11] SR 412.10

c. personnel recruited and deployed abroad;

d. personnel in the organisations and individuals subject to public and private law but who are not part of the Swiss Federal Administration but are entrusted with administrative duties with the exception of the Swiss Federal Railways.

Art. 3 Employers

[1] The following are employers for the purposes of this law:

a. Swiss Federal Council as the supreme executive body of the Federal Administration;

b. the Federal Assembly for the Parliamentary Services;

c. ...

d. Swiss Federal Railways;

e. Federal Supreme Court;

f. Office of the Attorney General;

g. Supervisory authority for the Office of the Attorney General.

[2] Federal Departments, the Federal Chancellery, Groups and Offices together with decentralised administrative units are classed as employers provided that the Federal Council has delegated the relevant powers to them.

[3] The Federal Administrative Court, the Federal Criminal Court and the Federal Patent Court are classed as employers provided that the applicable legislation or the Federal Council has delegated the relevant powers to them.

Art. 4 Personnel Policy

[1] The implementing provisions (Articles 37 und 38), the employment contracts (Art. 8) and any associated measures and decisions shall be structured in a way that ensures that they contribute to the competitive position of the Confederation on the employment market and serve to achieve the aims specified in Paragraphs 2 and 3.

[2] Employers shall deploy their personnel in an appropriate, economic and socially responsible way; they shall introduce suitable measures:

a. to recruit and retain suitable personnel;

b. to further the personal and professional development, training and motivation of personnel and ensure that they are versatile in terms of employability;

c. to further the development of senior and management personnel;

d. to promote equal opportunities for women and men and equality of treatment;

e. to ensure representation of language communities amongst employees in line with their representation in the resident population;

e[bis] to promote knowledge of the official languages required for the discharge of their duties, in particular to promote the active knowledge of a second official language and the passive knowledge of a third official language amongst senior management;

f. for promote equal opportunities for those with a disability and their employment and integration;

g. to protect the privacy and health of personnel and their safety at work;

h. to encourage environmentally aware behaviour at work;

i. to establish working conditions that allow personnel to discharge their responsibilities to family and society;

j. to establish apprenticeships and training places;

k. to provide comprehensive information to personnel.

3 They shall take measures to prevent an arbitrary employment relationship and introduce an evaluation system building on existing employee appraisals; this system shall form the basis of performance-related remuneration and the targeted development of personnel.

Art. 5 Coordination and Monitoring

1 The Federal Council shall coordinate and monitor the implementation of personnel policy and at regular intervals shall review whether the aims of this Law are being achieved; the Federal Council shall report its findings to the Federal Assembly and apply to the latter in good time if any measures are required. The Federal Council shall agree the form and content of the required reports in consultation with the parliamentary investigation commissions.

2 The Federal Council shall ensure that employers operate a suitable monitoring system.

Art. 6 Applicable Law

1 Personnel are subject to the rights and obligations specified in the Swiss Federal Constitution and in statute law.

2 Unless stipulated otherwise in this Law or in other Federal legislation, the relevant provisions of the Swiss Code of Obligations[12] shall apply analogously to the employment relationship.

3 The implementing provisions (Art. 37), in particular the collective employment agreement (Art. 38) and the employment contract (Art. 8) shall regulate the employment relationship in further detail within the scope of Paragraph 2.

4 In the event of differences between the implementing provisions and/or the collective employment agreement and employment contract, the provision that is more favourable to the employee shall apply.

5 In certain justifiable cases, the Federal Council may subject certain categories of staff to the Code of Obligations, in particular temporary staff and trainees. It may issue minimum requirements for such categories.

6 In individual justified cases, employers may stipulate that personnel are employed under the terms of the Swiss Code of Obligations.

7 In the event of a dispute involving the employment of personnel under the Swiss Code of Obligations, jurisdiction shall rest with the civil courts.

[12] SR 220

Art. 6a Remuneration and other contractual conditions for top-level management and members of management bodies in Federal establishments and institutions

[1] The Federal Council shall enact the basic principles relating to:

a. the salary (including additional benefits) of top-level management staff and other personnel remunerated at a comparable level, who are employe:

1. by the Swiss Federal Railways SBB;

2. by other Federal establishments and institutions, who are subject to this law by virtue of being decentralised administrative units;

b. the fees (including additional benefits) payable to members of a Board of Directors or a comparable senior management body in establishments and institutions as per Letter a;

c. the balanced representation of language communities on a Board of Directors or a comparable top-level management body of the establishments and institutions as per Letter a.

[2] The Federal Council shall enact the basic principles relating to other contractual conditions agreed with the personnel specified in Paragraph 1, in particular those relating to occupational pension funds and severance pay.

[3] The Federal Council shall enact the basic principles relating to additional activities undertaken by the personnel specified in Paragraph 1 Letter a. Additional paid activities, which might impair the ability of personnel to discharge their employment with the establishment or institution or which could result in conflicts of interest shall require the approval of the Federal Council. The Federal Council shall regulate any requirement to surrender any resultant earnings.

[4] Details of the total salary or fees (including additional benefits) paid to the persons specified in Paragraph 1 and other contractual information agreed with them shall be accessible to the public. In addition, the individual salary or fees (including additional benefits) paid to the chair of the executive management and the chair of the Board of Directors or the chair of a comparable top-level management body shall be shown separately

[5] The basic principles as per Paragraphs 1–4 also apply to establishments whose capital and voting rights are controlled by establishments and institutions, which are subject to this law and which have their registered office in Switzerland.

[6] The Federal Council shall ensure that the basic principles as per Paragraphs 1 – 5 are applied analogously to all establishments subject to private law whose capital and voting rights are controlled by the Confederation and which have their registered office in Switzerland. This shall not include those companies with shares quoted on the stock market. These companies are subject to Articles 663b^{bis} and 663c Paragraph 3 of the Swiss Code of Obligations[13].

Art. 7 Advertisements for vacancies

Vacancies shall be advertised publicly. The implementing provisions shall regulate any exceptions.

[13] SR 220

Chapter 2: Commencement and termination of employmentes

Art. 8 Commencement and conditions of employment

[1] The employment relationship shall come into effect with the signing of a written contract of employment subject to public law.

[2] The implementing provisions shall regulate the length of the probation period and for specific functions the probation period may extend to 6 months.

[3] If required for the discharge of duties relating to national sovereignty, the Federal Council may issue an ordinance:

a. indicating the types of employment only accessible to those with Swiss nationality;

b. indicating the types of employment only accessible to those who only have Swiss nationality.

Art. 9 Duration

[1] If the employment contract is for a limited duration, this duration may not exceed three years. In excess of three years, employment is deemed to be unlimited. Similarly, successive, uninterrupted fixed-term contracts of employment are deemed to be unlimited after three years.

[2] The Swiss Federal Council may allow exceptions for specific professional categories.

Art. 10 Termination

[1] Unlimited contracts of employment shall end without a notice period when employees reach the age limit specified in Article 21 of the Federal Law on old age and survivors' insurance (AHVG) [Bundesgesetz über die Altersund Hinterlassenenversicherung] of 20 December 1946[14].

[2] The implementing provisions may:

a. specify retirement before the age limit specified in Article 21 AHVG for certain categories of personnel;

b. allow employment beyond the normal retirement age.

[3] The employer may terminate unlimited employment contracts with due notice provided there are sufficient objective grounds, in particular:

a. if the employee has breached an important statutory or contractual obligation;

b. if the performance or behaviour of the employee is poor;

c. if the employee is not suitable, not qualified or unwilling to do the work agreed in the contract of employment;

d. d. if the employee is unwilling to take on other reasonable work;

[14] SR 831.10

e. if there are serious economic or operational reasons and the employer is unable to offer the employee other reasonable work;

f. if a statutory or contractual condition of employment no longer exists.

[4] The contracting parties may terminate fixed-term and unlimited contracts of employment without due notice if there are important grounds.

Art. 11 [abrogated]

Art. 12 Notice periods

[1] On completion of the probation period, the standard notice period for terminating the employment may not exceed six months.

[2] The implementing provisions shall regulate the duration of notice period.

Art. 13 Provisions as to form

Any extension to the employment contract, any limitation to it or its termination together with any changes to the contract of employment shall only be valid if in writing.

Art. 14 Persons elected for a fixed term

[1] Specific statutory provision together with the associated implementing provisions shall apply to persons elected for a fixed term.

[2] In the absence of specific statutory provisions, the provisions of this Law shall apply subject to the following variations:

a. The employment relationship is based on an official decision that requires the approval of the elected person;

b. b. The provisions of this Law and the Code of Obligations[15] relating to termination with due notice shall not apply;

c. c. The electoral authority may decide against the re-election of an elected person if there are sufficient objective grounds; if it fails to make known the associated decision six months before the expiry of the fixed term, it shall be deemed that the person has been re-elected; in the event of an appeal procedure Articles 34b Paragraphs 1 Letter a and 2 and Article 34c Paragraphs 1 Letters a, b and d and 2 shall apply;

d. Subject to a notice period of three months given at the end of the month, the elected individual may request termination of the employment relationship.

[3] If the employer fails to apply to the competent appeals body seeking determination of the validity of the notice within 30 days of being notified of the presumed nullity, it shall be deemed that the termination is null and void and the employee in question shall continue in his or her previous position or if this is impossible in another reasonable position.

[15] SR 220

Chapter 3: Rights and obligations resulting from the employment relationship

Art. 15 Salary

1 The employer shall pay employees a salary based on function, experience and performance.

2 The Federal Council shall regulate the level of minimum salaries.

3 The implementing provisions shall regulate the principles relating to the determination of salaries.

4 Extra payments in addition to salary are admissible, in particular to reflect the regional employment market, local infrastructure or the requirements of a specific sector.

5 The implementing provisions may adjust individual salary components if employees are deployed abroad in order to reflect the cost of living.

6 The maximum salary totals (including additional benefits) payable to top-level management in the Federal Administration together with their conditions of employment shall be accessible to the public.

Art. 16 Adjustments for inflation

1 The employer shall make reasonable adjustments to salaries or individual salary components and other benefits to reflect inflation. In so doing, it shall take account of its economic and financial situation and conditions on the employment market.

2 The implementing provisions shall regulate the basic principles.

3 If the employment is regulated by a collective employment agreement (Art. 38), the latter shall regulate the adjustments payable for inflation. If the contractual parties are unable to agree on the adjustment, it shall be referred to the arbitration court for a decision (Art. 38 Paragraph 3).

Art. 17 Maximum working hours

The provisions of the Federal Law on Employment [Arbeitsgesetz] of 13 March 1964[16] shall apply analogously to the maximum admissible weekly hours of work. This is without prejudice to the Federal Law on working time [Arbeitszeitgesetz] of 8 October 1971[17].

Art. 17a Hours of work, holidays and leave

1 The implementing provisions shall regulate the hours of work, leave and holiday. In addition, they shall regulate the amount of and payment for extra hours and overtime.

2 Extra hours and overtime are only recompensed if they are ordered or subsequently approved.

[16] SR 822.11
[17] SR 822.21

3 In accordance with Article 128 number 3 of the Code of Obligations[18] leave entitlement not taken expires after 5 years.

4 The Federal Council shall regulate the minimum holiday and the minimum leave entitlement of parents at the time of a birth or adoption.

Art. 18 Other benefits provided by the employer

1 The implementing provisions shall regulate the provision of equipment, clothing and other materials required by employees to discharge their responsibilities.

2 In addition, the implementing provisions shall regulate the reimbursement of expenses and recompense for inconveniences associated with the employment.

Art. 19 Measurers relating to the termination of employment

1 The employer shall utilize all available options to find a reasonable alternative position before terminating the employment of an employee if the termination is not the fault of the employee.

2 If the employer terminates the employment through no fault of the employee, it shall support the professional advancement of the employee.

3 The employer shall pay compensation if:

a. the employee is working in a profession for which there is no or only little demand;

b. the employee has been employed for a long time or has reached a specific age.

4 The implementing provisions may allow compensation to be paid to other employees or if the employment is terminated by mutual agreement.

5 The amount of any compensation shall be a minimum of one month's salary and a maximum of one year's salary.

6 The implementing provisions shall:

a. specify the framework for such compensation;

b. regulate reductions in the compensation, the non-payment or repayment of compensation if the employee takes up other employment.

7 The employer may pay compensation as a single payment or in instalments.

Art. 20 Safeguarding the interests of the employer

1 Employees shall discharge the duties assigned to them with due care and shall safeguard the legitimate interests of the Confederation and their employer.

2 Employees may not perform work for third parties during their employment and in return for remuneration if this would breach their duty of loyalty.

[18] SR 220

Art. 20a Excerpt from the judicial records and from the debt enforcement register

1 Employers may require job applicants and employees to produce an excerpt from the judicial records and from the debt enforcement register, should this be necessary for protecting the employer's interests.

Art. 20b Verification of trustworthiness

1 Employers may, in accordance with Article 3 para. 1 lets. a, b and e–g, as well as para. 3, undertake a check on the trustworthiness of job applicants and employees if as part of their role they:

a. are to regularly represent Switzerland abroad and the federal government's reputation might be in serious jeopardy;

b. are to make decisions on important financial or tax-related matters and the federal government's financial interests might be in serious jeopardy;

c. perform tasks relating to criminal investigation or police matters and the federal government's public interests – in particular the security of the federal administration – might be in serious jeopardy.

2 They shall keep the scope of their verification activities to the necessary minimum.

3 Verification of trustworthiness shall be performed by the specialist units defined in Article 31 para. 2 of the Federal Act of 18 December 2020 on Information Security in the Confederation (ISA)[19]. The procedure shall conform to the spirit of the relevant provisions of the ISA.

4 If the job applicants and employees also undergo personnel security screening in accordance with the ISA, the two procedures shall be performed together.

[19] SR 128

Art. 21 Obligations of personnel

1 If this is required for the discharge of their duties, the implementing provisions for personnel may stipulate the following obligations:

a. to reside in a specific location and to be transferred to other workplaces;

b. to reside in the assigned accommodation; the implementing provisions may allow a legal relationship at variance with the law on landlords and tenants;

c. to use certain equipment or safety devices and wear certain working clothes;

c^bis to be transferred to a different function or other area of work, if the employee is subject to compulsory redeployment in accordance with Letter a;

d. to participate in measures designed to facilitate reintegration into the workplace after absence following illness or accident.

2 The implementing provisions may require personnel to surrender to the employer in full or in part any earnings from activities carried out on behalf of third parties, if these activities are being performed by virtue of the employment relationship.

3 Personnel may not demand, accept or obtain a promise of a gift or other advantage for themselves or others if this occurs as part of the employment relationship.

4 Personnel may not discharge an official function for a foreign state or accept a title or decoration from a foreign authority.

Art. 22 Professional, commercial and official confidentiality

1 Employees are subject to professional, commercial and official confidentiality.

2 The implementing provisions shall regulate the confidentiality requirements in addition to those in specific legislation.

Art. 22a Duty to report, right to report and protection

1 Employees are required to report to the criminal prosecuting authorities, their superiors or the Swiss Federal Audit Office (SFAO) any crimes or offences prosecuted ex officio that they discover during their official activities or are notified to them.

2 This shall be without prejudice to any duty to report by virtue of other Swiss Federal legislation.

3 This duty to report shall not apply to persons, who under Article 113 Paragraph 1 or Articles 168 and 169 of the Swiss Code of Criminal Procedure of 5 October 2007 are entitled to refuse to file a report or give evidence as a witness.

4 Employees are entitled to notify the SFAO of other irregularities that they discover during their official activities or are notified to them. The SFAO shall investigate the circumstances and take the necessary action.

5 If a person files a criminal report or notification or gives evidence as a witness in good faith, this shall not result in a detriment to their professional position.

Art. 23 Additional employment

The implementing provisions may require employees to obtain approval before taking on certain activities or discharging public offices, if this could impinge on the discharge of their employment contract.

Art. 24 Restrictions on the rights of personnel

1 If required for reasons of state security, in order to safeguard important interests in foreign affairs or to ensure that the country has adequate supplies of the goods and services essential to life, the Federal Council may restrict or revoke the right of certain categories of employees to strike.

2 For the same reasons, it may:

a. estrict freedom of establishment and economic freedom over and above other restrictions specified in law;

b. impose obligations on personnel in addition to those specified in the contract of employment.

Art. 25 Measures to ensure the discharge of allocated duties

1 The implementing provisions shall specify the action required to restore the proper discharge of duties if there has been a breach of employment obligations.

2 In the case of negligence, the actions may include a warning, reprimand or transfer to other duties.

a. provide support and development;

b. issue reprimands, reductions in salary, fines and leave of absence; and

c. change the scope of duties, hours and place of work.

3 If the measures impact on the contract of employment, they shall be agreed in writing with the employee. In the event of a disagreement, the subsequent procedure shall accord with Articles 34 and 36.

Art. 26 [abrogated]

Chapter 3a: Data processing

Art. 27 Personnel administration

[1] The employer processes data on its employees in paper form and in one or more information systems in order to fulfil its duties under this Law, in particular with regard to:

a. calculating staffing requirements;

b. ensuring that the necessary staffing levels are met through the recruitment of employees;

c. payroll accounting, the filing of personnel documents, reporting to social insurance authorities;

d. the advancement of employees, as well as their long-term retention;

e. maintaining and improving employees' qualifications;

f. planning, controlling and monitoring by means of data analyses, comparisons, reporting and programmes of measures.

[2] It may process the following personnel data necessary for the fulfilment of its duties under paragraph 1, including particularly sensitive personal data and personality profiles:

a. personal details;

b. health status information with regard to the capacity for work;

c. details of performance and potential as well as personal and professional development;

d. data required within the framework of meeting requirements under social insurance legislation;

e. official case files and decisions taken by the authorities that relate to work.

[3] It is responsible for protecting and securing data.

[4] It may pass on data to third parties if there is a legal basis for doing so or the person affected has given their written consent.

[5] It issues implementing provisions on:

a. the architecture, organisation and operation of the information system or information systems;

b. the processing of data, in particular the acquisition, storage, archiving and deletion of data;

c. authority to access data for the purpose of processing;

d. the data categories according to paragraph 2;

e. data protection and security.

[6] It may provide for the disclosure of data which is not particularly sensitive through request procedure. It will issue implementing provisions for this purpose.

Art. 27a–27c [abrogated]

Art. 27d Files of the Personnel and Social Counselling Service

1 The Personnel and Social Counselling Services (PSC) manages the data of those who contact it (clients) in both hardcopy and in an information system. The data relates to the following:

a. advice and support for clients with regard to employment, social, health and financial issues;

b. decisions on benefit claims made in accordance with the Ordinance of 18 December 2002 on the financial support fund for Federal Personnel [Verordnung über den Unterstützungsfonds für das Bundespersonal];

c. allocation of resources for the professional integration of those with a disability into the Federal Administration;

d. case management.

2 The PSC may process the following particularly sensitive personal data and character profiles of clients provided that this is required for the discharge of their duties:

a. personal situation;

b. health situation;

c. capacity;

d. reason for and level of disability.

3 PSC employees and the services responsible for technical support have access to the information system in as much as this is required for the discharge of their duties.

4 The PSC may make the personal data and character profiles as per Paragraph 2 available to the following persons and offices provided that this is required for the discharge of their duties:

a. immediate superiors;

b. the personnel services;

c. the relevant offices of the invalidity insurance, SUVA and military insurance;

d. the medical services of the Federal Administration;

e. the Federal Office of Personnel as part of the process to allocate resources for the professional integration of those with a disability;

f. members of the Funding Board of the Support Fund for Federal Personnel.

5 The PSC is responsible for the protection of data and the security of the information system.

6 The Federal Council issues implementing provisions on:

a. the structure and operation of the information system;

b. the processing of data, in particular the acquisition of data, its storage, disclosure, archiving and deletion;

c. authority to access data for the purpose of processing;

d. the data catalogues.

Art. 27e [abrogated]

Art. 28 Health data

[1] The relevant medical service manages particularly sensitive personal health data required for the following purposes:

a. to assess the suitability of applicants as part of the recruitment process;

b. to assess the suitability of employees during their employment;

c. to assess the disability and morbidity risk of applicants during the recruitment process for positions with security relevance.

[1bis] It may process this data in an information system.

[1ter] Employees of the medical service and the services responsible for technical support have access to the information in as much as this is required for the discharge of their duties.

[1quater] The Federal Council issues implementing provisions on:

a. the structure and operation of the information system;

b. the processing of data, in particular the acquisition of data, its storage, disclosure, archiving and deletion;

c. the data catalogues;

d. the technical and organisational security measures to prevent the processing of personal data by unauthorised third parties.

[2] It may only provide information to interested parties on the effects of medical findings if this information is required for an assessment of the suitability of applicants for a position, their insurability or fitness for work or in order to respond to claims arising from the employment relationship.

[3] Moreover, the medical service may only release health data and medical files with the written consent of the person in question; if this consent is not forthcoming, the data and files may only be released with the consent of the specific bodies designated in the implementing provisions.

[4] Consent in accordance with Paragraph 3 shall be refused:

a. if the person about whom information has been requested has an overriding interest in it remaining confidential; or

b. if it would significantly prejudice the employer in the discharge of its duties; or

c. if this is in the public interest.

Chapter 4: Measures of benefit to personnel

Art. 29 Inability to work and death

1 The implementing provisions shall regulate the benefits granted by employers to employees if the latter are unable to work because of sickness, accident, disability, military service, civil defence service, alternative civil service and child birth.

2 The implementing provisions shall also regulate the benefits due to surviving relatives in the event of the employee's death.

3 In addition, they shall regulate the deduction from salary and other benefits of the benefits paid by virtue of compulsory Swiss and foreign social security provision.

Art. 30 Subrogation

1 From the date on which the incident occurs, the employer shall assume the rights of the employee and his or her surviving relatives in dealings with third parties with a liability for the illness, accident, disability or death up to an amount not exceeding the total benefits payable by the employer.

2 The employer only has a right of recourse against the spouse, the registered partner of the employee, relatives in both ascending and descending lineage or the cohabitee, if they deliberately or negligently brought about the employee's inability to work.

Art. 31 Social measures and benefits

1 The Federal Council shall regulate the benefits payable to employees for child support over and above the family allowances payable under the cantonal regulations on family allowances.

2 The implementing provisions may include measures facilitating child care. They may also provide measures to facilitate care and provide benefits for employees who care for and are responsible for dependents unable to work.

3 The implementing provisions may stipulate measures and benefits that mitigate the effects of social hardship.

4 If the employment of a significant percentage of the workforce is terminated for commercial or operational reasons, the employer shall establish a social plan. If the employment is regulated by a collective employment agreement (Art. 38), the social plan agreed by the contractual parties shall be part of the collective employment agreement. If agreement cannot be reached, the Arbitration Court (Art. 38 Paragraph 3) shall determine the social plan.

5 The implementing provisions may stipulate other measures and benefits to ensure the social security of personnel, in particular support during professional reorientation or benefits in the event of early retirement.

Art. 32 Other measures and benefits

In addition, the implementing provisions may provide for the following:

a. Measures and benefits to recruit, maintain and reward personnel;

b. Loyalty bonuses;

c. Measures and benefits to encourage inventions and rewards for suggested improvements;

d. Measures and benefits that encourage behaviour at work that is sensitive to the environment, healthy and safe;

e. Operate or support organisations of benefit to personnel;

f. Provide accommodation at locations where there is insufficient residential accommodation or where particular working conditions require it together with support with the purchase or rent of residential accommodation;

g. Discounts on Federal services and products.

Chapter 4b: Occupational Pension Scheme

Art. 32a Insured personnel

[1] Those employed by the employers specified in Article 2 Paragraph 1 Letters a, b and e–i are insured with PUBLICA against the economic consequences of ageing, disability and death.

[2] Administrative units in decentralised functions of the Federal Administration with their own legal persona and acting on their own account, who have a personnel statute in derogation of this Law by virtue of specific legislation or who have individual authority to act as an employer in matters of personnel law as per Article 3 Paragraph 2 and Article 37 Paragraph 3 shall also insure their employees with PUBLICA.

Art. 32b Employer

[1] For the employees specified in 32a, the Federal Council is classed as an employer as defined in the PUBLICA law dated 20 December 2006 ; this is without prejudice to Paragraph 2.

[2] Administrative units in decentralised functions of the Federal Administration with their own legal persona and acting on their own account are the employers for their employees.

[3] The Federal Council shall designate the employer representatives of the Pension Fund of the Confederation (Art. 32d Paragraph 2) on the Fund Commission.

Art. 32c Affiliation to PUBLICA

[1] The employers specified in Article 4 Paragraph 1 of the PUBLICA Law of 20 December 2006 affiliate to PUBLICA by signing a contract of affiliation under public law. The contract for the Federal Council is signed by the Federal Department of Finance (FDF).

[2] The pension rules are part of this contract.

[3] The contract of affiliation and amendments to it shall require the involvement and consent of the parity body. Contracts of affiliation signed by employers other than the Federal Council shall also require the consent of the Federal Council before they are valid in law.

[4] Amendments to a contract of affiliation require the consent of the Federal Council if they impact financially on the employer, employees, pension recipients or the pension fund.

Art. 32d Pension funds

[1] Each employer, together with its employees and associated pension recipients shall establish its own pension funds. With the approval of the Federal Council, several employers may establish a joint pension fund. The Federal Council may order the merger of several employers to establish a joint pension fund.

[2] Administrative units within decentralised functions of the Federal Administration with their own legal persona and acting on their own account, who are subject to this Law without derogation under specific legislation and without individual authority to act as an employer in matters of personnel law in accordance with Article 3 Paragraph 2 and Article 37 Paragraph 3, shall join with the Federal Council in its capacity as an employer to establish a joint pension fund (Pension Fund of the Confederation), unless specific legislation stipulates otherwise. Administrative units within decentralised functions of the Confederation in accordance with Article 32a Paragraph 2 may, subject to the approval of the Federal Council, also join the Pension Fund of the Confederation Each employer in the Pension Fund of the Confederation is a party to the joint contract of affiliation.

[2bis] If, in particular, the size, structure and duties of an employer suggest a merger in accordance with Paragraph 1 or affiliation to the Pension Fund of the Confederation for insurance or pension reasons, the Federal Council may order the merger or approve a request for affiliation.

[3] Pension funds are responsible for the costs that they incur. In the case of joint pension funds, PUBLICA shall charge each employer separately.

[4] Amendments to a contract of affiliation require the consent of the Federal Council if they impact financially on the employer, employees, pension recipients or the pension fund.

Art. 32e Parity Body

[1] Each pension fund shall have a parity body consisting of representatives of the employer and the employees.

[2] If several employers establish a joint pension fund, the employer and employee representation on the parity body is based on the contribution by each individual employer to the total actuarial reserve of the pension fund.

[3] The Federal Council shall issue an ordinance regulating elections to the parity body of individual pension funds. It may grant this authority to employers who are not members of the Pension Fund of the Confederation.

Art. 32f Termination of affiliation contracts, exit of administrative units and change of status

[1] If an employer or administrative unit leaves PUBLICA or other pension fund or changes its legal status, those currently insured and those in receipt of a pension and allocated to the employer or administrative unit shall be transferred to the new pension provider or pension fund.

[2] Pension recipients may remain with PUBLICA or the previous pension fund, if the interests of the Confederation in the exit or change of status require this.

[3] The employer with responsibility for the current insured after the exit of the employer or the change in status is also responsible for funding the employer obligations for the remaining pension recipients. If there is a financial loss as a result of the retention of pension recipients and if this is not covered by existing assets, PUBLICA shall receive reimbursement of this loss from the employer.

[4] The Confederation may assume responsibility for funding these obligations, if the Federal Council was previously an employer and there is no contrary provision elsewhere in legislation.

Art. 32g Funding of Pensions

1 The employer contributions for old age, risk insurance and bridging pension shall be a minimum of 11 % and a maximum of 13.5 % of total insurable salary. The actual level shall be based on the risk and age structure of the insured in the pension fund, on predicted long-term investment returns, on changes in technical interest rates and on the financial situation of the employer.

2 Each employer shall decide its own level of contributions following consultations with the relevant parity body for pension funds.

3 Employer and employee contributions are graduated on the basis of the age of the insured.

4 As specified in Article 66 Paragraph 1 of the Federal Law of 25 June 1982[20] on occupational old age, survivors' and invalidity insurance (BVG) [Bundesgesetz über die Alters-, Hinterlassenen und Invalidenvorsorge) and Article 331 Paragraph 3 of the Swiss Code of Obligations[21], the Pension Rules may allow exemptions from parity funding for risk and age-related benefits.

5 The insurable salary is the salary subject to OASI contributions [Old Age and Survivors' Insurance] plus the supplements payable in accordance with Article 15. The insurable salary does not include expenses reimbursed or payment for services such as additional work, overtime, on-call duties, night or shift work.

6 The coordinated salary reflects the activity rate of the employee. The coordinated amount may be defined as a percentage of the salary subject to OASI.

7 Insured earnings are the insurable annual salary less the defined coordinated amount.

Art. 32h Collection of employer contributions

Each employer shall collect from its respective administrative units the employer contributions payable to PUBLICA. This shall be in the form of a non-age-related contribution based on the total insured earnings. This shall not apply to the employers specified in Article 32a Paragraph 2.

Art. 32i Provision for old age

1 Liability for contributions to the defined contribution plan for provision in old age shall commence on the 1st January following the employee's 21st birthday and shall continue until the employee reaches the age limit for contributions specified in the AHVG[22].

2 The pension rules may stipulate that contributions for provision in old age, which are paid until the employee is 70 years of age, count towards the pension.

3 If an insured ceases work between 60 und 70 years of age or reduces the level of activity, he or she may request payment of either the appropriate retirement pension or part of the retirement pension.

[20] SR 831.40
[21] SR 220
[22] SR 831.10

[4] The retirement benefits payable under the pension rules are based on levels of contributions and investment returns. Conversion rates are calculated using actuarial principles. The pension rules shall regulate the payment of retirement benefits as a lump-sum capital payment and the payment of retirement benefits after the end of the period of compulsory contributions in accordance with AHVG.

Art. 32j Provision for disability and death

[1] Liability for contributions to cover death and disability shall commence on the 1st January following the employee's 17th birthday.

[2] Disability benefits are payable if an insured has a valid claim as defined in Article 23 BVG[23] and is not being paid a salary by virtue of the fact that the employment relationship with the employer has been terminated or is not being paid insurance benefits in lieu of a salary.

[2bis] If there is no disability as per Paragraph 2 and if a medical examination by the relevant medical service identifies merely an occupational disability, PUBLICA may agree to disability benefits at the request of the employer if integration measures have been unsuccessful. The employer shall pay PUBLICA the required policy reserve.

[3] The benefits for disability and death are based on the retirement assets that could have been accrued by the end of compulsory contributions as per AHVG[24]. The pension rules may provide for a projected interest rate in order to calculate the amount of these assets.

Art. 32k Bridging pension

[1] The implementing provisions may provide for a bridging pension in cases in which employees retire before the retirement age in accordance with Article 21 AHVG . The bridging pension is, in principle, financed by the employee. In individual cases, the employer may contribute a maximum of 50 % to the funding of a bridging pension.

[2] The employer contribution to the funding of a bridging pension may amount to more than 50 % for particular categories of personnel or for social reasons.

Art. 32l Adjustment of pensions for inflation payable from PUBLICA investment returns

[1] The parity body for the pension fund shall determine the level of adjustments to pensions to reflect inflation and taking account of the existing investment returns. Any adjustments for inflation may only be made once the pension fund has established a minimum fluctuation reserve of 15 %.

[23] SR 831.40
[24] SR 831.10

2 The decision by the parity body shall apply to all employers who are members of the Pension Fund of the Confederation. It shall have no effect on former Federal employees, who at the time of the adjustment were in receipt of a pension from a pension provider other than PUBLICA or another pension fund belonging to PUBLICA. Similarly, the decision shall have no effect on pensioners who are part of a closed group of pensioners (Art. 23 Paragraph 2, Sentence 2 PUBLICA law dated 20 Dec. 2006), unless their pensions were transferred to the Pension Fund of the Confederation in accordance with Article 24 Paragraph 4 of the PUBLICA law dated 20 December 2006.

Art. 32m Extraordinary adjustment of pensions for inflation one-off payment payable by employers

1 If the returns on investments by the pension fund are insufficient to allow adjustments to pensions for inflation or not in full, employers may decide to pay former employees a reasonable extraordinary pension adjustment to cover inflation. For employers in the Pension Fund of the Confederation, this decision shall be taken by the Federal Council.

2 The decision by employers in accordance with Paragraph 1 shall have no effect on the following:

a. former employees who on the date the measure specified in Paragraph 1 takes effect are in receipt of a pension from a pension provider other than PUBLICA or another pension fund belonging to PUBLICA or who are assigned to another employer affiliated to PUBLICA within a joint pension fund as per Articles 32d Paragraphs 1 and 2; and

b. b. pensioners who belong to a closed group of pensioners (Art. 23 Paragraph. 2 Sentence 2 of the PUBLICA Law of 20 December 2006[25].

3 The employers shall pay PUBLICA the policy reserve required to finance the measures as per Paragraph 1.

[25] SR 172.222.1

Chapter 5: Participation and social partnership

Art. 33

[1] Employers shall provide personnel and their organisations with prompt and comprehensive information on all important personnel issues.

[2] In particular, they shall consult personnel and their organisations on the following:

a. any proposed changes to this Law;

b. before any implementing provisions for this Law are issued;

c. before creating or modifying systems for processing personal data;

d. before transferring any part of the administration or operation or part of the operation to a third party;

e. issues relating to health and safety at work in accordance with Article 6 Paragraph 3 of the Swiss Federal Law on Employment [Arbeitsgesetz] dated 13 March 1964[26].

[3] Employers shall conduct negotiations with the organisations representing personnel.

[4] The implementing provisions shall regulate the involvement of personnel and its organisations. They may provide for advisory, conciliation and decision-making bodies with member-ship established on a parity basis.

[26] SR 822.11

Chapter 6: Forms of Procedure

Art. 34 Disputes arising from employment relationship

1 If no agreement can be reached on disputes arising from the employment relationship, the employer shall issue a decision.

1bis Decisions on redeployment or other service instructions issued to employees subject to compulsory redeployment as per Article 21 Paragraph 1 Letters a and cbis may not be appealed.

2 Proceedings at first instance and the appeal proceedings specified in Article 36 are free of charge unless there has been wilful intent.

3 Rejected job applicants are not entitled to an appealable decision.

Art. 34a Suspensive effect

Appeals only have a suspensive effect if the appeal procedure is prescribed ex officio or at the request of one of the parties.

Art. 34b Appeals against termination of employment

1 If the appeal body upholds an appeal against the decision to terminate the employment and if, as an exception the case is not referred back to the previous instance, it must:

a. award compensation to the appellant if there were insufficient objective grounds for termination with due notice or serious grounds for termination without notice or if there has been a breach of the rules of procedure;

b. order the continued payment of salary until the end of the ordinary notice period or the end of the fixed-term employment if there were no serious grounds for terminating the employment without notice;

c. extend employment until the end of the ordinary notice period if the rules on notice periods have been breached.

2 Compensation as per Paragraph 1 Letter a is determined by the appeal body after consideration of the circumstances. As a rule, compensation is a minimum of six months' and a maximum of one year's salary.

Art 34c Continued employment of an employee

1 If the appeal body upholds the appeal against the decision to terminate the employment on one of the following grounds, the employer shall offer the employee his or her previous position or if this is not possible another reasonable position:

a. Notice to terminate was given because the employee in good faith submitted a report in accordance with Article 22a Paragraph 1 or a notification in accordance with Article 22a Paragraph 4 or because he or she made a statement as a witness.

b. Notice to terminate was improper as per Article 336 of the Code of Obligations.

c. Notice to terminate was given during a period specified in Article 336c Paragraph 1 of the Code of Obligations.

d. The notice to terminate was discriminatory as per Article 3 or Article 4 of the Swiss Federal Act on Gender Equality of 24 March 1995[27].

2 If the appeal is upheld and at the request of the appellant, the appeal body shall award compensation equal as a rule to a minimum of six months' and a maximum of one year's salary instead of the continued employment as per Paragraph 1.

Art. 35 [abrogated]

Art. 36 Judicial appeals

1 Decisions by employers may be challenged by appeals to the Swiss Federal Administrative Court.

2 Appeals against decisions relating to employment by the Federal Supreme Court shall be decided by an Appeals Commission consisting of the presidents of the Administrative Courts of the cantons of Vaud, Lucerne and Ticino. If this is not possible, the applicable rules shall be those for the Administrative Court in which the employee works. The proceedings are based on the Swiss Federal Law on the Administrative Court dated 17 June 2005. The Commission is presided over by the member whose working language is the language of the proceedings.

3 Appeals against decisions relating to employment with the Federal Criminal Court shall be decided by the Federal Administrative Court.

4 Appeals against decisions relating to employment with the Federal Administrative Court shall be decided by the Federal Criminal Court.

Art. 36a Disputes about performance-related pay

In the event of disputes relating to performance-related pay, a judicial appeal (Art. 36) is only admissible if the appeal relates to gender equality.

[27] SR 151.1

Chapter 7: Implementing Provisions

Art. 37 Implementing Provisions

[1] The Federal Council shall issue the implementing provisions. In so doing, it shall ensure that these provisions do not restrict the autonomy that an employer requires in order to discharge its duties.

[2] The implementing provisions in accordance with Paragraph 1 shall also apply to personnel in the Parliamentary Services and the Federal Supreme Court, unless the Federal Assembly or the Federal Supreme Court has issued supplementary provisions or provisions in derogation of these implementing provisions.

[3] Other employers may issue implementing provisions unless there are legislative provisions in this Law that stipulate that this is the preserve of the Federal Council.

[3bis] The administrative units to whom the Federal Council has delegated powers as an employer as per Article 3 Paragraph 2 shall issue implementing provisions subject to approval by the Federal Council.

[4] If, according to Article 6, Paragraph 2, the Code of Obligations OR[28] applies analogously, implementing provisions issued by employers may deviate from the Code of Obligations as follows:

a. from non-mandatory provisions of the Code of Obligations;

b. from mandatory provisions of the Code of Obligations but only if it is to the benefit of personnel.

Art. 38 Collective employment agreement

[1] Swiss Post, Swiss Federal Railways and other employers granted this power by the Federal Council shall conclude collective employment agreements with the associations representing personnel.

[2] DThe collective employment agreement shall apply in principle to all personnel working for an individual employer.

[3] The collective employment agreement shall include provision for an arbitration court; this court shall rule on any dispute between the contractual parties on the amount of any adjustment for inflation and on the provisions of a social plan arising from a collective employment agreement. The contractual parties may include in the collective employment agreement the right to refer other types of dispute to the arbitration court.

[3bis] Die Verwaltungseinheiten, denen der Bundesrat Arbeitgeberbefugnisse nach Artikel 3 Absatz 2 übertragen hat, erlassen die Ausführungsbestimmungen unter dem Vorbehalt der Genehmigung durch den Bundesrat.

[28] SR 220

4 In particular, the contractual parties may provide the following in the collective employment agreement:

a. bodies to rule on disputes between parties to the collective employment agreement other than the normal state bodies; if the collective employment agreement contains no provision for a contractual body to resolve disputes, the Federal Administrative Court shall be responsible for the final ruling on any dispute between parties to the collective employment agreement;

b. the collection of a levy to cover the execution of the collective employment agreement.

5 If the social partners fail to agree a collective employment agreement, they shall refer the un-resolved issues to a conciliation commission. The latter shall submit proposals for a resolution.

Chapter 8: Final Provisions

Art. 41a Transitional Provisions relating to the amendment of 20 December 2006

1 Preparations for the change to defined contribution plans are based on Article 26 of the PUBLICA Law of 20 December 2006 . The parity body shall submit appropriate measures to the Swiss Federal Department of Finance for the attention of the Swiss Federal Council so as to ensure that the affiliation contract, including the pension plan regulations, is effective on the date the Law comes into effect.

2 For as long as women have a lower AHV age than men, the pension plan regulations shall provide the following:

a. for women retiring between 64 and 65 years of age the conversion rate for Age 65 shall apply;

b. the retirement pension credit balance used to calculate benefits for disability or the death of both men and women shall be projected up to Age 65.

3 [abrogated]

Art. 42 Inkrafttreten

1 This law is subject to a facultative referendum.

2 The Federal Council shall determine the date on which this Law comes into force; it may decide to implement it in stages on both a time basis and for individual categories of personnel.

Effective date:
for SBB: 1 January 2001[29]
for the Federal Administration, decentralised administrative units, the Federal Supreme Court and the Parliamentary Services[30] and Swiss Post[31]: 1 January 2002

[29] Art. 1 Para. 1 of the Ordinance dated 20 Dec. 2000 (SR 172.220.112)
[30] Art. 1 Para. 1 of the Ordinance dated 3 July 2001 (SR 172.220.111.2)
[31] Art. 1 Para. 1 of the Ordinance dated 21 Nov. 2001 (SR 172.220.116)

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Framework Ordinance for the Swiss Federal Personnel Law (Framework Ordinance FPL)

dated 20 December 2000 (version as at 1 January 2022)

The Swiss Federal Council,
pursuant to Articles 32e Paragraph 3 und 37 of the Federal Personnel Law[1] (FPL)
dated 24 March 2000 orders as follows:

SR 172.220.11
[1] SR 172.220.1

Art. 1 Purpose and Scope (Art. 37, 38 and 42 Paragraph 2 FPL)

[1] This Ordinance regulates the framework for the implementing provisions (Art. 37 FPL) or collective employment agreements (Art. 38 FPL) to be issued by employers and specialist offices.

[2] The personnel to whom it applies and the duration of its validity are based on the enacting provisions for the FPL issued by the Federal Council[2].

Art. 2 Employers ETH Board (Art. 3 Para. 2 and 32e Para. 3 FPL)

[1] In addition to the employers specified in Article 3 Paragraph 1 FPL, the ETH Board is also an employer.

[2] The ETH Board shall issue implementing provisions regulating the minimum social standards and the minimum requirements under employment law for personnel in the ETH Domain. It may delegate regulation of the detail to the Management of ETH and the Research Institutes.

[3] ...

[4] The ETH Board shall regulate the membership, electoral procedure and organisation of the parity body for the pension fund of the ETH Domain. In the event of joint pension funds, the employers shall agree the joint regulations.

[5] Only persons with the necessary expertise and suitability to discharge the management tasks properly may be elected as members of the parity body. Wherever possible, there should be reasonable representation in terms of gender and official languages.

[6] The Fund Commission of PUBLICA shall determine the remuneration payable to members of the parity body.

Art. 2a Employer PUBLICA (Art. 3 Para. 2 und 32e Para. 3 FPL)

[1] In addition to the employers specified in Article 3 Paragraph 1 FPL, PUBLICA, the Federal Pension Fund of the Confederation is also an employer.

[2] DThe Fund Commission of PUBLICA shall issue the implementing provisions of PUBLICA on matters relating to personnel law. It may delegate regulation of the detail of its implementing provisions to the Executive Management of PUBLICA.

[3] The Fund Commission shall regulate the membership, electoral procedure and organisation of the parity body for the PUBLICA Pension Fund. In the event of joint pension funds, the employers shall agree joint regulations.

[4] Only persons with the necessary expertise and suitability to discharge the management tasks properly may be elected as members of the parity body. Wherever possible, there should be reasonable representation in terms of gender and official languages.

[5] The Fund Commission shall determine the remuneration payable to members of the parity body.

[2] SR 172.220.1

Art. 2b Employer SNM (Art. 3 Para. 2 and 32e Para. 3 FPL)

[1] In addition to the employers specified in Article 3 Paragraph 1 FPL, the Swiss National Museum (SNM) is also an employer.

[2] The Museum Council shall regulate the membership, electoral procedure and organisation of the parity body for the SNM Pension Fund. In the event of joint pension funds, the employers shall agree joint regulations.

[3] Only persons with the necessary expertise and suitability to discharge the management tasks properly may be elected as members of the parity body. Wherever possible, there should be reasonable representation in terms of gender and official languages.

[4] The Fund Commission of PUBLICA shall determine the remuneration payable to members of the parity body.

Art. 3 Monitoring (Art. 4 and 5 FPL)

[1] The employers shall give concrete form to the aims specified in Article 4 FPL by issuing implementing provisions (Art. 37 FPL) or entering into collective employment agreements (Art. 38 FPL).

[2] Based on those aims, employers shall introduce specific measures and tools to ensure a sustained, transparent and mandatory personnel policy that promotes competitiveness on the employment market and furthers the marketability of their employees.

Art. 4 Reporting (Art. 4 and 5 FPL)

[1] The employers shall publish details of the main political, financial and economic aims of their personnel policy together with the associated actions and tools. They shall report on implementation in such a way that allows the Federal Council and Federal Assembly to review:

a. whether the aims specified in FPL are achievable;

b. the extent to which the aims specified in FPL are being achieved;

c. whether the resources deployed are appropriate.

[2] In particular, the employers shall report on the following:

a. the quantitative and qualitative aspects of personnel management;

b. changes planned and implemented in respect of personnel.

[3] The Swiss Federal Department of Finance (FDF) may ask for additional key data relating to personnel policy.

4 Reports shall be sent to the following:

a. Swiss Federal Railways (SBB), the Federal Department of the Environment, Transport, Energy and Communications (DETEC);

b. for the ETH Council, reports shall be sent to the Swiss Federal Department of Home Affairs (FDHA);

c. for units that are part of the central and decentralised Federal Administration, reports shall be sent to the Department to which they report or to the Federal Chancellery.

5 The Departments and the Federal Chancellery shall provide the Swiss Federal Personnel Office [Eidgenössisches Personal¬amt] with the data required for reporting purposes. The latter shall undertake a strategic evaluation of the data and relate it to developments in the economy and society so that the Federal Council can operate a forward-looking personnel policy.

6 The Federal Council shall report to the Federal Assembly as part of the agreement specified in Article 5 Paragraph 1 FPL. This report shall include the information agreed with the parliamentary investigation commissions on personnel matters for those working in the Swiss courts and Parliamentary Services, the Office of the Attorney General and the Supervisory Authority for the Office of the Attorney General.

Art. 5 Personnel subject to the Swiss Code of Obligations (Art. 6 Para. 5 and 6 FPL)

1 Employers may stipulate that trainees, doctoral students, post-doctoral students, temporary personnel and home workers are governed by the Swiss Code of Obligations[3].

2 ...

3 The SBB shall agree with associations representing personnel the minimum social and employment conditions for those subject to the Code of Obligations. This shall not apply to top-level management. The ETH Board shall regulate the minimum standards in its implementing provisions in accordance with Article 2 Paragraphs 2 and 3. The reporting requirements are as per Article 4.

3bis The SBB may stipulate that the following staff in particular are subject to the Code of Obligations:

a. Top-level management staff;

b. Senior management staff;

c. Middle management staff, if justified on the grounds of their influence on financial success and their management or professional responsibilities;

d. Staff requiring specialist skills, in particular in IT and key functions.

3ter They shall establish the conditions of employment for these staff in line with the state of the employment market and involve the associations representing the staff specified in Paragraph 3bis Letters b, c or d in the process of drafting the conditions of employment for these categories of staff.

4 ...

3 SR 220

Art. 6 Fixed-term employment (Art. 9)

[1] Article 9 FPL on fixed-term employment shall not apply to:

a. assistants and senior assistants employed by ETH and other ETH employees with a similar function;

a[bis]. assistants of the Military Academy (MILAK) at the Swiss Institute of Technology (ETH), Zurich; the fixed-term employment relationship may be extended to a maximum period of five years;

b. employees involved in teaching and research projects and persons working on projects funded by third-party funds;

b[bis]. employees working on projects that are financed by funding for a specific period;

c. members of the Swiss Armed Forces Reconnaissance Detachment: fixed-term employment may be extended up to a maximum period of 10 years;

c[bis]. deputies of commanders of the territorial divisions of the army; the fixed-term employment relationship may be extended to a maximum period of five years;

d. military personnel under contract; the fixed-term employment may be extended to a maximum of five years;

e. military personnel under contract as elite sportsmen or women; the fixed-term employment may be extended to a maximum of ten years;

f. personnel deployed abroad on peace-building, strengthening human rights, humanitarian aid or the training of foreign troops; the fixed-term employment may be extended to a maximum period of ten years;

g. other personnel employed by the Departments and the Federal Chancellery who are deployed abroad; the fixed-term employment may be extended to a maximum period of five years.

Art. 7 Salary (Art. 15 Para. 2 FPL)

[1] The minimum annual salary for full-time employees aged 18 years of age who have not yet completed an apprenticeship is 38,000 Swiss Francs gross.

[2] Employers may reduce this amount as follows:

a. by a maximum of 20 % for employees under 18 years of age;

b. by a maximum of 50 % for employees during training if they are being trained by the Federal Administration.

Art. 8 Holidays (Art. 17a FPL)

The minimum holiday entitlement is based on Article 329 and subsequent articles of the Swiss Code of Obligations.

Art. 9 Parental Leave (Art. 17a Para. 4 FPL)

[1] An employee shall be granted the following paid or partially paid leave for the birth of her child:

a. a minimum of 98 days if the employee has not yet completed one year of service on the date of the birth;

b. a minimum of 4 months if the employee has completed more than one year of service.

[2] This shall be without prejudice to the provisions of the Swiss Federal law on benefits to cover loss of salary [Erwerbsersatzgesetz] dated 25 September 1952[4] or cantonal legislation.

[3] Following the birth of a child, the father is entitled to paid leave of at least five working days.

[4] If absent from work to take in an infant in order to care for and bring up that child pending subsequent adoption, paid leave of at least five working days is allowed.

Art. 10 Family allowances and supplementary benefits (Art. 31 Para. 1 FPL)

[1] Employers shall pay their employees the family allowances specified in the Swiss Federal Legislation on family allowances [Familienzulagengesetz] dated 24 March 2006[5] (FamZG).

[2] If the family allowance is less than the relevant amount as per Paragraph 3, employers shall pay their personnel supplementary benefits in accordance with the implementing provisions for the FPL. The FamZG shall apply analogously to the supplementary benefits.

[3] The combined annual family allowance and supplementary benefits shall be at least the following:

a. 3,800 Swiss Francs for the first eligible child;

b. 2,400 Swiss Francs for each additional eligible child;

c. 3,000 Swiss Francs for each additional eligible child who is already 15 years of age and is still in education/training.

[4] Entitlement to supplementary benefits shall cease when the entitlement to family allowances ceases.

Art. 11 Effective Date (Art. 42 FPL)

This Ordinance shall come into effect on 1 January 2001.

[4] SR 834.1
[5] SR 836.2

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