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University of Basel Staff Regulations

of 14 February 2022

The University Council of the University of Basel,

based on § 25 para. 1 (i) of the agreement between the cantons of Basel-Landschaft and Basel-Stadt concerning the joint sponsorship of the University of Basel of 27 June 2006¹,

adopts the following:

I.

1. General provisions

§ 1 Scope

¹ These regulations govern the employment relationships of university staff holding full-time or part-time positions. The provisions of the Swiss Code of Obligations governing employment relationships apply where these provisions do not contain any specific rules.

² In particular, the special provisions laid down in the Salary Regulations of the University of Basel of 19 February 2009, in the regulations governing secondary employment, agreements with third parties and the use of intellectual property in the context of work at the University of 18 August 2004, and the regulations for academic staff at the University of Basel of 25 April 2013 shall remain reserved.

³ The basic parameters for terms of employment based on § 18 para. 2 of the agreement between the Cantons of Basel-Landschaft and Basel-Stadt concerning the joint sponsorship of the University of Basel are approved by the governing bodies of the cantons of Basel-Stadt and Basel-Landschaft at the request of the University Council.

⁴ Derogating contractual regulations with domestic and international funding agencies remain reserved.

§ 2 Principles of the staffing policy

¹ In the context of the State Treaty, the University has autonomy regarding the determination of its staffing policy, in particular human resources planning and staffing.

² The staffing policy encompasses the following principles:

- a) **Recruitment:** The University provides the general conditions for attracting and retaining highly qualified staff, whereby it strives to include the different genders fairly.
- b) **Leadership and cooperation:** The University promotes a respectful management culture and provides conditions for good cooperation. It offers appropriate professional development to employees who assume new leadership roles in teaching and administration. It strives to ensure that all employees are clear about their goals, duties and skills.
- c) **Terms of employment:** The University has a coherent and transparent wage policy; the classification within the salary system takes into consideration various spheres of activity as well as occupational and non-occupational experience. The University encourages flexible working models and promotes balance between professional and non-professional activities.

¹ [SG 442.400](#)

- d) Social partnership: The University is committed to positive mutual understanding between the various social partners. The staff associations are involved in personnel matters of fundamental importance.

2. Establishing the employment relationship

§ 3 Call for applications

¹ Vacancies are generally to be made public.

² The advertisement of vacancies is carried out in collaboration with the Human Resources department.

§ 4 Authority for establishing and terminating employment relationships

¹ The authority for establishing and terminating the employment relationships of employees is based on the statutes of the University of Basel (University Statute) of 3 May 2012 as well as the regulations for academic staff at the University of Basel.

² Employment contracts are issued solely by the Human Resources department.

§ 5 Type and origination of the position

¹ The position is arranged by means of a public sector contract on a permanent or temporary basis.

² The employment contract and any changes to it must be made in writing.

³ A project position is limited to the duration of the project. Other positions cannot exceed four years. In justified cases, the regulations for academic staff may provide for exceptions.

§ 6 Probationary period

¹ The first three months of employment are treated as a probationary period. The employment contract may specify a shorter or longer probationary period or, as an exception, forgo the probationary period. In justified cases and as an exception, the probationary period may be up to 12 months.

² Unless agreed otherwise, the employment relationship can be terminated by either party with seven days' notice during the probationary period.

³ Absences during the probationary period due to illness, accident or the fulfillment of a non-voluntary legal duty shall extend the probationary period accordingly.

3. Termination of the employment agreement

§ 7 Types of termination

¹ After the probationary period, the employment agreement can be terminated in the following ways:

- a) Proper termination with notice;
- b) End of a temporary position;
- c) Termination without notice;
- d) End of employment by mutual agreement;
- e) Inability to work due to invalidity;
- f) Retirement;
- g) Death.

² The end of the term of office of the President and of the Vice President are based on the University Statute.

§ 8 Forms and procedures of termination

¹ Termination by the employee must be submitted to the Human Resources department in writing.

² Termination by the University is carried out in the form of a justified ruling that includes a notice about the right to appeal.

³ The authority for providing notice of termination is based on the authority for establishing the employment relationship pursuant to § 4. The formal notice of termination must be issued by the Human Resources department.

§ 9 Proper termination with notice

¹ Employees can terminate the employment relationship without specifying a reason at any time in compliance with the periods of notice and deadlines for providing notice of termination.

² The authority responsible for hiring or appointments can terminate the employment relationship for cause after the probationary period.

³ The criteria for termination for cause are met if, in particular:

- a) Employees are prevented from fulfilling their duties in full or in part;
- b) The position has been dissolved or modified due to new organizational or economic circumstances, and the employee cannot be assigned to a different position in line with their education and abilities or if the employee does not accept the new or modified set of duties. If the position is dissolved due to a lack of external funding, there is no requirement to consider assignment to a different position;
- c) The fundamental academic prerequisites for the employment relationship are no longer met;
- d) The employee's performance is unsatisfactory;
- e) The employee has repeatedly violated or committed a serious breach of contractual or legal obligations;
- f) The employee has committed a criminal offense that is incompatible with the proper fulfillment of duties in good faith.

⁴ Notice of termination for unsatisfactory performance or the repeated violation of contractual or legal obligations can only be issued if the employee has been granted a proper probationary period in a disciplinary meeting. Notice of termination for a serious breach of obligation does not require a disciplinary meeting or a probationary period. The rectification of the fault or the misconduct must continue past the deadline for the probationary period that has been set.

⁵ In the case of proper termination of a structural professorship, the President can consult a committee to discuss the appropriateness of the termination and to make a recommendation before submitting the request to the University Council. The committee is to consist of three members who are selected by the President's Board. One of the three members is to be a holder of a professorship at the University of Basel. The other members are to be qualified experts who are not employed by the University of Basel.

§ 10 Termination without notice

¹ The employment relationship can be terminated by either party without notice and without consulting with a committee pursuant to § 9 para. 5 if there are circumstances that the terminating party believes in good faith render the continuation of the employment relationship unacceptable.

² Termination without notice must be justified in writing.

§ 11 Notice periods and deadlines

¹ The employment relationship of a person holding a professorship can be terminated at the end of a semester with a notice period of two semesters either by the University or by the holder of the professorship.

² The employment relationship of a person holding a university lectureship can be terminated at the end of a semester either by the University or by the holder of the university lectureship. The notice period is based on para. 3.

³ Other employment relationships can be terminated by either party after the probationary period to the end of the month, provided there is no specific notice period specified in the employment contract:

- a) With a notice period of one month during the first year of employment;
- b) With a notice period of three months from the second year of employment.

⁴ A longer notice period up to a maximum of six months may be specified in the employment contract.

§ 12 Leave of absence in the context of termination

¹ Leave of absence may be ordered in the context of termination. Any positive flextime balance, outstanding vacation and extra hours/overtime must be compensated or used during the leave of absence.

² Any other activity carried out and income earned during the leave of absence must be reported to the Human Resources department immediately. Other income will be offset against the employee's salary.

§ 13 Legal effect of the termination and right of appeal

¹ In the case of termination without notice and proper termination with notice, the employment relationship ends on the termination date.

² The termination may be appealed.

³ There is no claim to reinstatement.

§ 14 Consequences of wrongful termination

¹ If the termination proves to be wrongful or unjustified and the terminated employee is not reinstated, the employee may request compensation. This is determined in accordance with the provisions of the Swiss Code of Obligations regarding wrongful termination.

² If the termination proves to be unjustified two years before ordinary retirement, the employer shall offer the person in question their previous position or a new position in line with their training and skills at their previous place of work or another place of work.

³ If a termination without notice proves to be wrongful, in addition to compensation the employee's salary must continue to be paid until the end of the ordinary termination period or – where a temporary employment relationship does not provide for a termination option – until the end of the temporary employment contract.

§ 15 End of employment by mutual agreement

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

§ 16 End of the employment relationship due to invalidity

¹ The employment relationship ends no later than the beginning of the payment of the invalidity pension. ² If a partial invalidity pension is granted, the employment relationship must be modified accordingly. If the employment relationship cannot be modified, retraining pursuant to the Federal Act on Invalidity Insurance (IVG) of 19 June 1959 must be sought. If reasonable retraining is rejected, the employment relationship may be terminated entirely.

§ 17 Attainment of retirement age; early retirement

¹ The employment relationship ends on the last day of the month in which the employee reaches age 65.

² The retirement age can be deferred up to a maximum of two years, if a corresponding request is submitted at least two years before ordinary retirement at age 65. Members of Group I submit the request to the President's Board; members of other groups to the Human Resources department.

³ Any retirement before the ordinary retirement age is based on the provisions of the University's Pension Fund Rules.

⁴ Lecturers may be required to complete the semester in which they reach the retirement age.

§ 18 Severance payment

¹ The University awards a one-off severance payment if the person in question is at least 50 years old, has been employed for at least 10 years and the employment relationship with the University is their main form of employment:

a) In the event of a termination due to inability to perform their duties pursuant to § 9 para. 3 (a);

b) If it is not possible to assign the employee different duties pursuant to § 9 para. 3 (b).

² In case of hardship, the President's Board can make different arrangements.

³ A severance payment can also be agreed if the employment relationship is terminated by mutual agreement.

⁴ The severance payment is set at a maximum of one year's salary. In exceptional cases, the University Council can, at the request of the President's Board, increase the severance payment up to a maximum of two years.

§ 19 Blocking period

¹ The blocking period in the event of an illness or accident at no fault of the employee is 90 days during the first year of employment and 180 days thereafter.

4. Working hours and free time

§ 20 Working hours

¹ The President's Board has enacted regulations regarding working hours and absences.

² Employees can also work beyond their target hours if their duties require and if doing so is compatible with their health and familial obligations.

5. Teaching obligation

§ 21 Guiding principles

¹ The weekly teaching obligation for academic personnel is defined in the University of Basel's regulations for academic staff.

§ 22 Relief

¹ Staff with teaching obligations who take on leadership functions in self-administration can be relieved of their teaching obligation.

² The University Council has enacted regulations regarding relief and function-specific extra pay.

6. Remuneration and other financial benefits

§ 23 Remuneration

¹ The University Council has enacted salary regulations.

§ 24 Service anniversaries

¹ All university staff are entitled to recognition of their service after 10, 15, 20, 25, 30 and 35 years of service.

² Service anniversaries are recognized with an anniversary bonus of CHF 5,000 for full-time employees. The average employment level for the previous five years is used to calculate the entitlement.

³ The basis for the calculation is the number of years of service from the date on which the employee began working at the University.

§ 25 Training and continuing education

¹ Staff are expected to take the initiative for pursuing their own individual continuing education.

² Supervisors are jointly responsible for training staff and helping them to put the acquired knowledge into practice.

³ The President's Board has enacted detailed guidelines that govern the costs of:

- a) Continuing education for the purposes of expanding expert knowledge and/or improving social skills;
- b) Continuing education for the specific function.

§ 26 Expenses

¹ The President's Board has enacted expense regulations.

7. Continued salary payments if the employee is prevented from performing his or her job

§ 27 Salary payment in the event of illness or accident

¹ After the probationary period or a period of employment of three months, the employee's salary will continue to be paid in the event of inability to work due to illness or accident until the employee is able to work again, for a period of no more than 730 days. However, the continued payment of salary by the University shall end when the employment relationship ends.

² To safeguard against the effects of illness and accidents, the President's Board can take out group insurance policies. Employees may be charged proportionally to finance these policies.

³ Depending on the insurance terms, the insurance company may pay a daily sickness allowance from the date of departure if the maximum period of continued salary payment of 730 days has not been reached by that point.

⁴ Employees may be obliged to submit to a medical examination.

§ 28 Payment of salary in the event of pregnancy or becoming a parent

¹ The scope and duration of the payment of salary in the event of pregnancy or becoming a parent is governed by a separate regulation on working hours and absences.

§ 29 Payment of salary during military, civil defense, civilian or fire protection service

¹ The full salary is paid for the duration of mandatory Swiss military, civil defense and fire protection service. In the case of civilian service, the continuation of payment is limited to the duration of the mandatory military service.

8. Insurance coverage

§ 30 Pension fund

¹ The University Council has enacted pension fund rules.

§ 31 Accident insurance

¹ Under the Federal Act on Accident Insurance (UVG) of 20 March 1981, all university staff who work at least eight hours per week are insured against the consequences of occupational and non-occupational accidents from the date on which their employment begins.

² Staff who work fewer than eight hours per week are only insured against the consequences of occupational accidents, including accidents that occur on the way to or from work.

³ The premium for occupational accident insurance is paid by the University. The employee pays one-third of the premium for mandatory non-occupational accident insurance.

§ 32 Continued salary payments following death

¹ In the event of an employee's death, the University pays his or her full salary for three months after the death, provided the employee has left behind a spouse, registered partner or minor children or, in the absence of such heirs, other dependents for whom they had a maintenance obligation.

9. Other rights and obligations

9.1 Rights

§ 33 Protection of personal rights

¹ The University respects and protects the dignity and character of its staff.

² The President's Board has enacted regulations on the protection of personal integrity.

§ 34 Data protection

¹ The University is only permitted to process data about employees if it is relevant to their suitability for the employment relationship or if necessary for executing the employment contract.

² The University can process the following required employee data in order to carry out its duties pursuant to para. 1 including, in particular, personal data:

- a) Personal details, incl. photos for the employee ID;
- b) Health details as far as they concern the employee's ability work;
- c) Information about the employee's performance and potential and their personal and professional development;
- d) Data necessary for the fulfillment of the University's obligations under social insurance law.

³ The University may transfer data to third parties if there is a legal basis for doing so or the person in question has given written consent for the transfer.

⁴ The University may process the employee's contact details with their consent for the purpose of communicating with them after they leave the University.

⁵ Emeritus professors may retain their university email address upon request. The University may process the necessary contact details accordingly.

§ 35 Retention period

¹ Personal data may be retained for as long as necessary for the University to fulfill its duties or for the purpose of providing proof or as a backup, up to a maximum of ten years after the end of the employment relationship. Contact details pursuant to § 34 para. 4 and 5 may be retained until consent is revoked or until the death of the person in question.

² In deviation from para. 1, the data of emeritus professors that is necessary for their email accounts may, upon their express request to continue using their university email address, be retained by the University until their death.

³ Until then, a review must be carried out at least every five years to determine whether the retained personal details are still required pursuant to para. 1.

⁴ Personal details that are no longer required pursuant to para. 1 must be submitted to the State Archives if they are deemed to be worth archiving; otherwise they must be destroyed.

§ 36 Employment reference

¹ Employees may obtain an interim reference upon request at any time.

² They are entitled to a leaving reference that documents the nature and duration of the employment relationship as well as information about their performance and conduct. Employees may request evidence of employment in place of a reference.

§ 37 Co-determination

¹ Co-determination at the University is governed by the University Statute.

9.2 Duties

§ 38 Guiding principles

¹ Employees are required to perform their duties carefully, conscientiously, efficiently and in accordance with the employer's instructions. In particular, they must safeguard the University's personal and academic integrity as well as its interests.

² Supervisors and the President's Board are authorized to issue instructions.

³ Supervisors or the President's Board can, with reasonable notice and with the assurance of remuneration, temporarily delegate tasks other than those agreed upon, provided this is in the interest of operations and is reasonable for the persons in question. The temporary assumption of duties that are subject to remuneration in a higher salary class can be compensated for accordingly.

§ 39 Refusal of incentives

¹ Staff are prohibited from accepting gifts, promises of gifts or other incentives in connection with the employment relationship or requesting such gifts or incentives for themselves or others.

² This does not apply to the acceptance of gifts in kind with a minimal value (max. CHF 100) or academic and cultural awards.

§ 40 Obligation to maintain confidentiality

¹ Staff are obliged to maintain confidentiality about facts to which they become privy while performing their duties that are to be kept confidential due to their nature or that are subject to specific regulations. ² This obligation remains applicable after an employee is no longer employed at the University.

³ No duty of confidentiality exists in cases for which there is legislation with provisions concerning duty of disclosure or publication.

⁴ As a result of the duty of confidentiality, employees may only serve as a party, witness or expert about information they have learned in their role and that relates to their professional duties if they have been authorized to do so by the body responsible for employing the individual or by the cantonal supreme court.

§ 41 Secondary employment, agreements with third parties and the use of intellectual property in the context of work at the University

¹ Secondary employment and intellectual property rights are set out in the regulations governing secondary employment, agreements with third parties and the use of intellectual property in the context of work at the University.

§ 42 Taking on posts in public office

¹ Acceptance of a public office requires approval by the President's Board.

² The approval may be granted subject to a reduction in the employment level at the University.

³ The President's Board has enacted detailed guidelines.

9.3 Breaches of obligation

§ 43 Measures to ensure the proper fulfillment of duties

¹ In the event of a breach of contractual or legal obligations or in the event of unsatisfactory performance, supervisors or the President's Board may – while maintaining the entitlement to the payment of the salary and before arranging a disciplinary meeting in accordance with § 9 para. 4 – take measures to ensure that the employee's duties are performed properly again. In particular, supervisors or the President's Board may reprimand employees or place them on leave of absence.

2 In general, the reprimand should include a deadline for correcting the misconduct or fault. The rectification of the fault or the misconduct must continue past the deadline for the probationary period that has been set.

³ Measures must be justified in writing. They cannot be appealed.

10. Legal hearing and the right of appeal

§ 44 Hearings

¹ Staff are entitled to a hearing before the handing down of any ruling that poses a burden for them. Upon request and at his or her own cost, the person affected may request the involvement of a representative.

² The preliminary hearing may be waived if an immediate ruling is essential. The hearing is to be held as soon as possible thereafter.

§ 45 Rulings and appeals

¹ Employees can submit an appeal against a ruling to the Appeals Committee within ten days after the ruling has been handed down in accordance with the provisions of the Act on Constitutional and Administrative Justice (VRPG) of 14 June 1928.

² The imposition of a probationary period pursuant to § 9 para. 4 cannot be appealed independently. Any objections to the termination may be made during the subsequent appeals process.

³ Applicants who have been rejected have no entitlement to a ruling that can be appealed.

11. Transitional and final provisions

§ 46 Employment relationships

¹ Existing private employment relationships are maintained. At the employee's request, they can be converted to public sector employment relationships.

II. Changes to other decrees

No change to other decrees.

III. Revocation of other decrees

No revocation of other decrees.

IV. Final provision

These Staff Regulations enter into effect on 1 March 2022. The University of Basel's Staff Regulations of 19 February 2009 are repealed on the same date.

Basel, 14 February 2022

On behalf of the University Council

President: Dr. Beat Oberlin

Secretary: Dr. Stefano Nigsch