



European Organization for Nuclear Research  
*Organisation européenne pour la recherche nucléaire*

**STAFF  
RULES  
AND  
REGULATIONS**

**11<sup>th</sup> edition — 1 January 2007  
Updated – 1 September 2016**

**STATUT  
ET  
RÈGLEMENT  
DU  
PERSONNEL**

**11<sup>e</sup> édition — 1<sup>er</sup> janvier 2007  
Mise à jour – 1<sup>er</sup> septembre 2016**



European Organization for Nuclear Research  
*Organisation européenne pour la recherche nucléaire*

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## **STAFF RULES**

**adopted by the Council, in accordance with Article VI  
of the Convention for the Establishment of a  
European Organization for Nuclear Research  
and Article I 1.01 of the Staff Rules (10th edition)**

## **STAFF REGULATIONS**

**adopted by the Finance Committee in accordance with  
Article I 1.02 of the Staff Rules (10<sup>th</sup> edition)**

**11<sup>th</sup> edition  
1<sup>st</sup> January 2007**

*Updated – 1<sup>st</sup> September 2016*

## **STATUT DU PERSONNEL**

**adopté par le Conseil, conformément aux Articles VI  
de la Convention pour l'établissement d'une  
Organisation européenne pour la Recherche nucléaire  
et I 1.01 du Statut du Personnel (10<sup>ème</sup> édition)**

## **REGLEMENT DU PERSONNEL**

**adopté par le Comité des Finances, conformément à  
l'Article I 1.02 du Statut du Personnel (10<sup>ème</sup> édition)**

**11<sup>ème</sup> édition  
1<sup>er</sup> janvier 2007**

*Mise à jour – 1<sup>er</sup> septembre 2016*

## **PRELIMINARY NOTE**

Both the English and the French texts of the present Staff Rules and Regulations shall be authentic.

The term “Head of Department” shall denote any member of the personnel who leads a Department or an organic unit deemed to be the same as a Department from the administrative point of view.

Any reference to the term “Associate Member State” shall be deemed to include the status of “Candidate for accession to CERN”.

The provisions of the Staff Rules and Regulations shall apply to both men and women, except where it is clear from the context that they relate exclusively to one sex or the other.

## **PREAMBLE**

**The Council,  
The Finance Committee,**

**Considering** that the European Organization for Nuclear Research (CERN) is an intergovernmental organization providing for cooperation between States in the field of fundamental particle physics research;

that, in order to achieve its purposes, the Organization:

- employs, in accordance with the rules of the international civil service, personnel who build and operate research installations;
- acts as host to scientists who use its research installations and who are associated with but not employed by the Organization;

that the legal relations between each category of members of the personnel and the Organization are laid down in the same Staff Rules and Regulations, which are adopted by the Council and the Finance Committee respectively in accordance with Articles V and VI of the Convention establishing the Organization;

**Considering** that, on the one hand, to be able to adjust the numbers of the personnel whom it employs to suit the various phases of its projects, to allow a larger number of young people, in particular scientists and technicians to acquire professional experience within the Organization and at the same time to benefit from their knowledge of the latest scientific and technological developments, the Organization must have a system of limited-duration employment contracts;

that, on the other hand, in view of the duration and complexity of its projects which require the highly specialized professional knowledge of a stable staff, the Organization must also have a system of indefinite employment contracts;

**Considering** that the Organization recognizes the importance of the staff members whom it employs being able to make a career within it as far as possible but stresses the need for such members of the personnel to adapt to the Organization's changing requirements;

**Considering** that the Organization is particularly interested in the development of the members of its personnel, in which training plays a very important role;

**Considering** that the Organization reiterates the importance it attaches to good working conditions, in particular to occupational health and safety;

**Considering** that the Organization attaches importance to its family policy;

**Considering** that the Organization promotes the added value of workforce diversity, reaffirms equality of treatment and does not discriminate between members of its personnel, in particular with regard to nationality, gender, age, profession and individual differences such as belief, opinion, sexual orientation or disability;

**Considering**, finally, that the Organization intends to maintain the machinery for institutional dialogue with its personnel, as represented by the Staff Association;

**have hereby respectively adopted  
the present edition of the Staff Rules and Regulations,  
dated 1st January 2013.**

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<b><i>RULES</i></b>
<b>Chapter I - Section 1</b>
Articles S I 1.01 - 1.05
1 January 2012

## CHAPTER I

### GENERAL PROVISIONS

#### Section 1 - Staff Rules and Regulations

<i>Article N°</i>	<i>Applicable to</i>	
S I 1.01 Staff Rules	MP <sup>1</sup>	<p>The Staff Rules (hereinafter the Rules) shall define and codify the legal relationship between the Organization and the members of the personnel.</p> <p>The Rules shall be adopted and amended by the Council, normally on the proposal of the Director-General and following discussion in the Standing Concertation Committee provided for in Article S VII 1.07.</p> <p>The Director-General shall ensure that the Rules are applied.</p>
S I 1.02 Staff Regulations	MP	<p>The Staff Regulations (hereinafter the Regulations) shall lay down the provisions governing the application of the Rules.</p> <p>The Regulations shall be adopted and amended by the Finance Committee, normally on the proposal of the Director-General and following discussion in the Standing Concertation Committee.</p> <p>The Director-General shall ensure that the Regulations are applied.</p>
S I 1.03 Application of the Rules and Regulations	MP	<p>Each article of the Rules and Regulations shall indicate to which category(ies) of the members of the personnel it applies.</p>
S I 1.04 Circulars	MP	<p>The provisions governing the application of the Regulations may be laid down in administrative and operational circulars.</p> <p>The circulars shall be approved and amended by the Director-General following discussion in the Standing Concertation Committee.</p>
S I 1.05 Delegation of authority or powers of signature	MP	<p>The Director-General may delegate his authority or powers of signature for the application of the Rules and Regulations either to a named person or to a person holding a specified office in such fields and for such purposes as he shall specifically define.</p>

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<sup>1</sup> The abbreviations used are listed in Article S I 2.01 of the Rules.

<b>RULES</b>
<b>Chapter I - Section 2</b>
Article S I 2.01
1 August 2016

## CHAPTER I

### GENERAL PROVISIONS

#### Section 2 - Categories of members of the personnel

<i>Article N°</i>	<i>Applicable to</i>
S I 2.01 Categories of the members of the personnel	MP

The members of the personnel (MP) shall comprise employed members of the personnel (MPE) and associated members of the personnel (MPA).

- a) The categories of employed members of the personnel shall be:
  - i) staff members (Ts);
  - ii) fellows (Fb).
- b) The categories of associated members of the personnel shall be:
  - i) Associates for the purpose of international collaboration (MPAc);
  - ii) Associates for the purpose of exchange of scientists (MPAx);
  - iii) Associates for the purpose of training (MPAt).



<b>REGULATIONS</b>
<b>Chapter I - Section 2</b>
Articles R I 2.01 - 2.04
1 August 2016

## CHAPTER I

### GENERAL PROVISIONS

#### Section 2 - Categories of members of the personnel

<i>Article N°</i>	<i>Applicable to</i>	
R I 2.01 Contract of employment	MPE	Employed members of the personnel shall be linked to the Organization by a contract of employment. This contract requires them to perform the functions entrusted to them under the sole authority of the Director-General in return for a remuneration.
R I 2.02 Employed members of the personnel	MPE	Employed members of the personnel shall be distinguished as follows: <ol style="list-style-type: none"> <li>a) Staff members shall be appointed to a post in the Organization and are eligible for career evolution within the Organization.</li> <li>b) Fellows shall be graduates with a higher education degree appointed to perform functions within the Organization in order to continue their professional development.</li> </ol>
R I 2.03 Contract of association	MPA	Associated members of the personnel shall be linked to the Organization by a contract of association. Under this contract, the Organization shall appoint them to take part in its activities in accordance with its mission providing for international scientific collaboration, contacts between and the exchange of scientists and specialised training.
R I 2.04 Associated members of the personnel	MPA	Associated members of the personnel shall be distinguished as follows: <ol style="list-style-type: none"> <li>a) Associates for the purpose of international collaboration are appointed to participate in a collaboration agreed by the Organization and their home institution.</li> <li>b) Associates for the purpose of exchange of scientists are appointed pursuant to an individual invitation in order to promote exchanges in the fields of science and technology, subject to the consent of their home institution.</li> <li>c) Associates for the purpose of training are appointed pursuant to an individual invitation in order to supplement their education or to obtain professional experience or qualification, subject to the consent of their home institution.</li> </ol> <p>The home institution shall be either the employer of the associated member of the personnel, the educational establishment in which he is enrolled, a funding body expressly recognized as such by the Organization, or a body equivalent to any of the foregoing, expressly recognized as such by the Organization. The Organization may, in exceptional circumstances and in its interests, waive the requirement of a home institution for certain subcategories of associates.</p>

<b><i>RULES</i></b>
<b>Chapter I - Section 3</b>
Articles S I 3.01 - 3.09
1 January 2007

## CHAPTER I

### GENERAL PROVISIONS

#### Section 3 - Conduct

<i>Article N°</i>	<i>Applicable to</i>	
S I 3.01 Conduct	MP	Members of the personnel shall conduct themselves with due regard to the interests and proper functioning of the Organization.
S I 3.02 Performance of functions	MPE	Employed members of the personnel shall perform the functions entrusted to them with integrity and with loyalty towards the Organization.
S I 3.03 Instructions from authorities outside the Organization	MPE	In the performance of their functions, employed members of the personnel shall neither seek nor accept instructions from any government or any other authority outside the Organization.
S I 3.04 Authority of the Director-General	MPE	Employed members of the personnel shall be subject to the authority of the Director-General in all the activities they perform within the Organization or on its behalf.
	MPA	On the site of the Organization, associated members of the personnel shall be subject to the administrative authority of the Director-General.
S I 3.05 Incompatible or prejudicial act or activity	MP	Members of the personnel shall refrain from any act or activity: a) which is incompatible with their functions, or b) which would be morally or materially prejudicial to the Organization. The Director-General shall decide whether or not an act or activity is thus incompatible or prejudicial.
S I 3.06 Participation in public and political life	MP	Members of the personnel wishing to take part in the public and political life of a State shall comply with the relevant legislation and with the provisions of Article S I 3.05.
S I 3.07 Obligation to exercise reserve and tact	MP	Members of the personnel shall exercise at all times the reserve and tact incumbent upon them by virtue of their international status.
S I 3.08 Reserve in expressing personal opinions	MP	Members of the personnel wishing to express their personal opinions on matters connected with the functioning of the Organization or its activities shall first obtain the written authorisation of the Director-General.
S I 3.09 Reserve in the event of a request from administrative or judicial authorities	MP	Members of the personnel requested by an administrative or judicial authority to respond to a request for information on the functioning of the Organization or its activities shall first obtain the written authorisation of the Director-General. This authorisation shall be refused only if the interests or proper functioning of the Organization so requires.

<b><i>RULES</i></b>
<b>Chapter I - Section 3</b>
Articles S I 3.10 - 3.13
31 March 2015

<i>Article N°</i>	<i>Applicable to</i>
S I 3.10 Reserve with respect to contracts	MP
S I 3.11 Obligations following expiry of contract	MP
S I 3.12 Fraud	MP
S I 3.13 Conflict of interest	MP

Except where the performance of their functions so requires, members of the personnel may not divulge to parties outside the Organization or to other members of the personnel who are not involved information relating to the drawing-up and execution of any of the Organization's contracts, such as those pertaining to the supply of goods or services.

Members of the personnel shall remain bound by the obligations laid down:

- a) in Articles S I 3.05 a), 3.08 and 3.10, for a period of three years from the date of expiry of their contract with the Organization;
- b) in Articles S I 3.05 b) and 3.09, for an unlimited period following the expiry of their contract with the Organization.

Members of the Personnel shall refrain from any intentional act or omission designed to deceive others and to achieve a gain for the perpetrator or a third party, resulting in the Organization suffering a loss of funds, property or reputation.

Members of the personnel shall avoid situations in which their impartiality and objectivity in the performance of their functions for CERN or in the fulfilment of their contractual obligations towards the Organization could be influenced or compromised by private interests or any other professional obligations or relationships.

Where it is impossible to avoid such a situation, for example due to the nature of their functions, or in case of doubt, members of the personnel shall promptly disclose to the Organization that they have or may have a conflict of interest.

<b>REGULATIONS</b>
<b>Chapter I - Section 3</b>
Articles R I 3.01 - 3.06
1 January 2007

**CHAPTER I**  
**GENERAL PROVISIONS**  
**Section 3 - Conduct**

<i>Article N°</i>	<i>Applicable to</i>
R I 3.01 Offence under national laws	MP
R I 3.02 Professional or commercial activities	MPE
R I 3.03 Political activities	MPE
R I 3.04 Communication to the public	MP
R I 3.05 Publications	MP
R I 3.06 Use of the Organization's property and name	MP

Members of the personnel convicted of an offence under national law, other than one involving a summary fine, shall immediately notify the Director-General in writing.

Employed members of the personnel wishing to engage in a professional activity or an activity of a commercial nature outside the Organization shall first obtain the written authorisation of the Director-General, who shall take a decision pursuant to Article S I 3.05.

Employed members of the personnel wishing to engage in a political activity shall first notify the Director-General in writing, who shall take a decision pursuant to Article S I 3.05.

Political activity shall include the exercise of a public function, conducting an election campaign and public participation in the life of a political party.

Members of the personnel making any public communication outside the Organization in which:

- a) they identify themselves as such, or
- b) make reference to its functioning or activities,

shall first obtain the written authorisation of the Director-General.

This provision shall not apply to communications directly related to the scientific activities of the Organization.

The Director-General shall define the conditions governing publications relating to the scientific activities:

- a) of the Organization, or
- b) of third parties when using the Organization's infrastructure.

Members of the personnel wishing to use the Organization's property, name or emblem for private purposes shall first obtain the written authorisation of the Director-General.

<b><i>RULES</i></b>
<b>Chapter I - Section 4</b>
Articles S I 4.01 - 4.03
1 January 2007

## CHAPTER I

### GENERAL PROVISIONS

#### Section 4 - Privileges, immunities and protection

<i>Article N°</i>	<i>Applicable to</i>
S I 4.01 Privileges and immunities	MP
S I 4.02 Protection in the performance of functions	MP
S I 4.03 Protection by virtue of status	MP

The privileges and immunities to which the members of the personnel are entitled are granted to them in the interests of the Organization and not in their own interests. They shall not exempt the members of the personnel from fulfilling their private obligations nor from complying with the relevant legislation, in particular that applying in their place of residence.

The members and former members of the personnel shall be entitled to the Organization's protection in respect of any acts associated with the performance of their functions.

The members or former members of the personnel may be entitled to the Organization's protection in respect of any damage they may suffer by virtue of their status of member or former member of the personnel. Their families may also be entitled to this protection.

<b>REGULATIONS</b>
<b>Chapter I - Section 4</b>
Articles R I 4.01 - 4.04
1 January 2013

## CHAPTER I

### GENERAL PROVISIONS

#### Section 4 - Privileges, immunities and protection

<i>Article N°</i>	<i>Applicable to</i>
R I 4.01 Information concerning privileges and immunities	MP
R I 4.02 Waiver of immunity	MP
R I 4.03 Protection measures	MP
R I 4.04 Indemnification for damage suffered	MP

The Organization shall inform the members of the personnel of the privileges and immunities to which they are entitled by virtue of the agreements concluded with its Member States and Associate Member States.

Where he deems this compatible with the interests and proper functioning of the Organization, the Director-General may decide to waive the immunity of a member of the personnel with a view to the furtherance of justice.

The protection measures the Organization may take pursuant to Articles S I 4.02 or 4.03 shall include assistance in legal actions initiated against the authors of any such damage.

Where members or former members of the personnel suffer damage linked to the exercise of their functions, the Organization shall indemnify them provided that they:

- a) have not wilfully or through serious negligence caused the damage themselves, and
- b) have been unable to obtain redress from its author.

Where a member or former member of the personnel or their family suffer damage by virtue of the status of the member or former member of the personnel, the Organization may decide to indemnify them under the above-mentioned conditions.

Where the victim of such damage receives indemnification from the Organization, the latter shall assume his rights of redress against the author of the damage.

<b><i>RULES</i></b>
<b>Chapter I - Section 5</b>
Articles S I 5.01 - 5.02
1 January 2013

## CHAPTER I

### GENERAL PROVISIONS

#### Section 5 - Intellectual property

<i>Article N°</i>	<i>Applicable to</i>
S I 5.01 Definition of intellectual property	MP
S I 5.02 Intellectual property rights	MP

Intellectual property shall mean all intellectual creations including know-how, in particular drawings, models, inventions, software, reports, procedures and protocols.

All rights in intellectual property that results from, or is substantially based on, a member of the personnel's activities within the Organization or on its behalf shall be automatically vested in the Organization, except as may be otherwise stipulated by the Organization in its agreements and Memoranda of Understanding.

The Director-General shall:

- a) decide whether or not intellectual property results from or is substantially based on such activities;
- b) lay down the conditions under which authors of intellectual property may have their name associated with it.

Where he deems it compatible with the Organization's interests, the Director-General may:

- a) share the intellectual property rights with the author,
- b) make them over to him, or
- c) grant him a licence to exploit them.

<b>REGULATIONS</b>
<b>Chapter I - Section 5</b>
Articles R I 5.01 - 5.02
1 January 2007

## CHAPTER I

### GENERAL PROVISIONS

#### Section 5 - Intellectual property

<i>Article N°</i>	<i>Applicable to</i>
R I 5.01 Procedures relating to intellectual property	MP
R I 5.02 Award for creation of intellectual property	MP

To enable the Organization to protect its intellectual property interests, a member of the personnel who has created intellectual property shall immediately:

- a) declare it to his Head of Department;
- b) disclose and forward to him all information relating to it.

Members of the personnel wishing to claim rights or apply for protection with respect to intellectual property resulting from, or substantially based on, their activities within the Organization or on its behalf shall first obtain the written authorisation of the Director-General. They shall remain subject to this obligation after the expiry of their contract with the Organization.

The Director-General may decide to make an award to the author of intellectual property.



**CHAPTER II**

**CONDITIONS OF EMPLOYMENT AND ASSOCIATION**

**Section 1 - Employment and association**

<b><i>RULES</i></b>
<b>Chapter II - Section 1</b>
Articles S II 1.01 - 1.08
1 January 2016

<i>Article N°</i>	<i>Applicable to</i>	
S II 1.01 Appointments by the Council	Ts	The Council appoints the Director-General and, on his recommendation, the Directorate members and the Heads of Department.
S II 1.02 Appointment of the members of the personnel	MP	The Council shall delegate to the Director-General the power to appoint the members of the personnel.
S II 1.03 Competence, integrity and fitness	MP	The Director-General shall take steps to ensure that the members of the personnel appointed are of the highest competence and integrity and fit to perform the functions entrusted to them.
S II 1.04 Fair distribution	MPE MPAx-MPA <sub>t</sub>	At the time of appointment of members of the personnel and subject to the provisions of Article S II 1.03 and to the relevant conditions relating to Associate Membership, the Director-General shall strive to ensure as fair a distribution as possible of nationals of the Member and Associate Member States and of men and women.
S II 1.05 Contract and conditions of employment or association	MP	Appointments shall be the subject of a contract signed by the Director-General and the member of the personnel. The contract shall stipulate the member of the personnel's conditions of employment or association.
S II 1.06 Protection of personal data	MP	The Organization shall take the necessary measures to protect and ensure the confidentiality of personal data concerning the members of the personnel.
S II 1.07 Personal administrative file	MP	A personal administrative file containing the documents relating to the application of the Rules and Regulations shall be created at the time of appointment of a member of the personnel. This file shall be confidential and shall not be accessible to anyone but the member of the personnel concerned, except for operational requirements.
S II 1.08 Probation period	MPE	After appointment, staff members and fellows shall be subject to a probation period.

<b>REGULATIONS</b>
<b>Chapter II - Section 1</b>
Articles R II 1.01 - 1.08
1 August 2016

## CHAPTER II

### CONDITIONS OF EMPLOYMENT AND ASSOCIATION

#### Section 1 - Employment and association

<i>Article N°</i>	<i>Applicable to</i>	
R II 1.01 Vacancy notices	Ts	<p>A vacancy notice shall be issued for each vacancy not to be filled by internal mobility and not subject to an appointment by Council.</p> <p>This notice shall, in particular:</p> <ol style="list-style-type: none"> <li>a) give a brief description of the initial functions;</li> <li>b) indicate the corresponding grade<sup>1</sup> or grades;</li> <li>c) specify the required qualifications and expertise.</li> </ol> <p>It shall also indicate the Organization's adherence to the principle of non-discrimination.</p>
R II 1.02 Publication and communication of vacancy notices	Ts	<p>The Director-General shall publish vacancy notices on the Internet and communicate them to the staff members.</p>
R II 1.03 Selection of staff members	Ts	<p>Applications for a staff post shall be examined by a selection board that shall include representatives of the departments and of at least one representative of the Human Resources Department. The Board shall submit its recommendations to the Director-General for decision.</p>
R II 1.04 Selection of fellows	Fb	<p>Applications for fellowship positions shall be periodically examined by specific selection committees. These committees shall submit their recommendations to the Director-General for decision.</p>
R II 1.05 Procedures for appointing associated members of the personnel	MPA	<p>Associated members of the personnel shall be appointed to the Organization according to procedures laid down by the Director-General, which for certain subcategories of associates include selection committees.</p>
R II 1.06 Gender composition of selection boards and committees	MPE-MPAx-MPA <sub>t</sub>	<p>The Organization shall ensure that selection boards and committees comprise both men and women, subject to the availability of qualified persons.</p>
R II 1.07 Minimum age of appointment	MP	<p>The minimum age for the appointment of members of the personnel shall be 18 years, except in the case of apprentices, for whom it shall be as prescribed by the local legislation and practice.</p>
R II 1.08 Documentary evidence	MP	<p>Prior to taking up their appointment, members of the personnel shall supply:</p> <ol style="list-style-type: none"> <li>a) the results of a medical examination by a medical practitioner in their place of residence, or by a medical practitioner appointed by the Organization, according to procedures which it shall prescribe;</li> <li>b) documentary evidence of, in particular, their family status, nationality and qualifications;</li> <li>c) in the case of associated members of the personnel, documentary evidence of adequate social insurance cover and of a legal link with their home institution.</li> </ol>

<sup>1</sup> As of 1 September 2016

<b><i>REGULATIONS</i></b>
<b>Chapter II - Section 1</b>
Articles R II 1.09 - 1.13
1 August 2016

<i>Article N°</i>	<i>Applicable to</i>	
R II 1.09 References	MP	The Director-General may request all references which he deems necessary concerning a member of the personnel.
R II 1.10 Personal administrative file	MP	A member of the personnel, or either another or a former member of the personnel appointed by him for this purpose, shall have access to his personal administrative file. The member of the personnel may comment on the documents in it and, where applicable, may request corrections to be made to them.
R II 1.11 Obligations deriving from the contract	MP	In signing a contract with the Organization, members of the personnel shall accept its terms and agree to abide by the Rules and Regulations and to any subsequent amendment thereto by virtue of Articles S I 1.01 and 1.02, without prejudice to their acquired rights.  Employed members of the personnel shall receive a copy of the Rules and Regulations, and associated members of the personnel shall be guaranteed access to them.
R II 1.12 Contractual conditions of employment	MPE	The following conditions of employment shall be stipulated in the contract provided for in Article S II 1.05: <ul style="list-style-type: none"> <li>a) the category of employed member of the personnel to which the person is appointed (staff or fellow);</li> <li>b) the date of commencement and the duration of the appointment;</li> <li>c) the duty station;</li> <li>d) the remuneration and, where applicable, family and other allowances or indemnities paid regularly;</li> <li>e) the actual duration of the working week, wherever different from 40 hours;</li> <li>f) the obligation to comply with the provisions of Article R II 1.11;</li> <li>g) the home station;</li> <li>h) for staff members, the job title and the classification upon appointment;</li> <li>i) any special conditions.</li> </ul>
R II 1.13 Contractual conditions of association	MPA	The following conditions of association shall be stipulated in the contract provided for in Article S II 1.05: <ul style="list-style-type: none"> <li>a) the subcategory of associated member of the personnel to which the person belongs;</li> <li>b) the date of commencement and the duration of the appointment;</li> <li>c) the duty station;</li> <li>d) whenever applicable, the financial benefits granted on a regular basis for the total duration of the contract;</li> <li>e) whenever applicable, the percentage of annual working hours within the Organization, if it is below 100%;</li> <li>f) the obligation to comply with the provisions of Article R II 1.11;</li> <li>g) any special conditions.</li> </ul> <p>For apprentices, these conditions shall, as far as possible, conform to local legislation and practice.</p>

<b><i>REGULATIONS</i></b>
<b>Chapter II - Section 1</b>
Articles R II 1.14 - 1.19
1 January 2016

<i>Article N°</i>	<i>Applicable to</i>	
R II 1.14 Period of service	MPE-MPAx- MPAt	Period of service shall mean any period during which members of the personnel receive the benefits provided for in their contract. It shall also include any period of parental or compassionate leave.
R II 1.15 Amendment of contract	MP	Any change in the conditions stipulated in the contract shall require an amendment accepted by both parties. Members of the personnel shall be deemed to have accepted an amendment if they have not informed the Organization to the contrary within 60 calendar days of receiving it.
R II 1.16 Part-time contracts of employment or association	MP MPE	Where required or permitted by circumstances, the Organization may offer part-time contracts of employment or association. In the case of employed members of the personnel, the contractual working week shall not be less than 20 hours.
R II 1.17 Limited-duration contract	Ts	Except as provided for in Article R II 1.19 b), staff members shall be appointed on the basis of a limited-duration contract. The duration of this contract, including any renewal(s) and extension(s), shall not exceed eight years, except in the case of staff members appointed by the Council.
R II 1.18 Probation period	MPE	The probation period shall correspond to the first twelve months of service after appointment for staff members and to the first six months of service after appointment for fellows. The probation period shall be suspended due to maternity leave but not for sick leave. In exceptional circumstances, and at the Director-General's discretion, the probation period may be extended for a maximum period of six months for staff members and for a maximum of three months for fellows. On the basis of at least one report made during the probation period by the hierarchical supervisors, the Director-General shall decide whether to retain the member of the personnel in the Organization's service or to dismiss them.
R II 1.19 Indefinite contract	Ts	An indefinite contract may be awarded: <ul style="list-style-type: none"> <li>a) to staff members holding a limited-duration contract, under a review procedure defined by the Director-General, or</li> <li>b) in exceptional circumstances and in the Organization's interests, at the time of appointment.</li> </ul>

<b><i>REGULATIONS</i></b>
<b>Chapter II - Section 1</b>
Article R II 1.20 - 1.26
1 August 2016

<i>Article N°</i>	<i>Applicable to</i>
R II 1.20 Duration of contract of fellows	Fb
R II 1.22 Duration of contract of associates for the purpose of exchange of scientists and associates for the purpose of training	MPAx- MPAt
R II 1.23 Duration of contract of associates for the purpose of international collaboration	MPAc
R II 1.24 Change of duty station	MP
R II 1.25 Determination of home station	MPE
R II 1.26 Change of home station	MPE

The initial contract of fellows shall be of no less than six months' and no more than two years' duration. It may be renewed or extended up to a maximum duration of three years.

Where the duration of a fellow's maternity leave exceeds the contract termination date, the Director-General may, in exceptional circumstances and at his discretion, extend the contract for the duration of the applicable maternity leave period.

*Article R II 1.21 deleted on 1 August 2016*

The initial contract of associates for the purpose of the exchange of scientists or associates for the purpose of training shall be of no less than one month's and no more than one year's duration, except in the case of apprentices, for whom the duration shall be determined by reference to the local legislation and practice. The contract may be renewed or extended for a maximum period of one year up to a maximum duration as laid down by the Director-General.

The initial contract of associates for the purpose of international collaboration shall not be of more than three years' duration. Each renewal or extension shall not exceed five years and shall not require an amendment of the contract.

The Director-General may change the duty station of the members of the personnel subject to their consent.

The home station of staff members and fellows shall be determined by the Director-General at the time the contract is drawn up, taking account of their place of residence and centre of interests.

- a) For nationals of a Member State or Associate Member State, the home station shall be deemed to be on the territory of that State, save where the above considerations are such as to determine the home station on the territory of another Member State or Associate Member State.
- b) For nationals of a State other than a Member State or Associate Member State, the home station shall be on the territory of a Member State or Associate Member State and shall be determined according to the criteria set out above, the personal situation of the person concerned and the interests of the Organization.

At the request of the staff member or fellow concerned and at the discretion of the Director-General, the home station may be changed.

<b><i>RULES</i></b>
<b>Chapter II - Section 2</b>
Articles S II 2.01 - 2.07
1 September 2016

## CHAPTER II

### CONDITIONS OF EMPLOYMENT AND ASSOCIATION

#### Section 2 - Classification and merit recognition

<i>Article N°</i>	<i>Applicable to</i>
S II 2.01 Classification	Ts
S II 2.02 Merit recognition	Ts
S II 2.04 Performance rewards	Ts
S II 2.05 Promotion	Ts
S II 2.07 Financial awards	Ts

Upon appointment, staff members shall be classified in a grade according to the level of their functions, the qualifications required to perform them and their expertise.

The merit of staff members shall be appraised according to one or more of the following criteria: level of functions, expertise and performance. It shall be recognised in the form of performance reward, promotion and/or financial award.

*Article S II 2.03 deleted on 1 September 2016*

Performance rewards shall consist of the following:

- a) a salary increase; and/or,
- b) a performance payment, in the form of a lump-sum.

The promotion of staff members shall be in the form of a change of grade.

*Article S II 2.06 deleted on 1 September 2016*

The financial awards that may be granted to staff members are:

- a) extraordinary service award;
- b) responsibility award.

<b>REGULATIONS</b>
<b>Chapter II - Section 2</b>
Articles R II 2.01 - 2.10
1 September 2016

## CHAPTER II

### CONDITIONS OF EMPLOYMENT AND ASSOCIATION

#### Section 2 - Classification and merit recognition

<i>Article N°</i>	<i>Applicable to</i>	
R II 2.01 Grade structure	Ts	<p>The scale of basic salaries sets out the minimum, midpoint and maximum salary of each grade.</p> <p style="text-align: center;"><i>Article R II 2.02 deleted on 1 September 2016</i></p> <p style="text-align: center;"><i>Article R II 2.03 deleted on 1 September 2016</i></p>
R II 2.04 Change of functions	Ts	<p>If the needs of the Organization so require, the Director-General may change the functions of staff members. In this case, he shall take due account of their qualifications and expertise or those which they could acquire through suitable training. Such a change of functions shall not entail demotion.</p>
R II 2.05 Performance appraisal	Ts	<p>The performance of staff members shall be appraised in the framework of an annual appraisal report transmitted to them, to which they may add any comments they consider appropriate.</p> <p>This appraisal shall not constitute a decision within the meaning of Article S VI 1.01.</p>
R II 2.06 Performance qualification	Ts	<p>In the context of the annual appraisal, the staff member's performance shall be qualified as one of the following:</p> <ol style="list-style-type: none"> <li>a) insufficient,</li> <li>b) fair,</li> <li>c) strong, or</li> <li>d) outstanding.</li> </ol>
R II 2.07 Performance rewards	Ts	<p>The annual performance of staff members shall be rewarded as follows:</p> <ol style="list-style-type: none"> <li>a) for staff members whose performance is qualified as fair, strong or outstanding, a salary increase; and</li> <li>b) for staff members whose performance is qualified as strong or outstanding, a performance payment.</li> </ol> <p>Both rewards are calculated as a percentage of the midpoint salary of the staff member's grade level.</p> <p>The applicable percentages are defined by the Director-General.</p> <p>Staff members may also be granted <i>ad hoc</i> performance rewards, at specific points in their career.</p>
R II 2.08 Non-eligibility for performance rewards	Ts	<ol style="list-style-type: none"> <li>a) No performance reward shall be granted where staff members: <ol style="list-style-type: none"> <li>i. are in their probation period,</li> <li>ii. have worked less than a third of the reference period, except where their absence is for professional reasons or maternity leave.</li> </ol> </li> <li>b) No salary increase shall be granted to staff members who have reached the maximum salary of their grade. However, they may receive a performance payment.</li> </ol>
R II 2.09 Career review	Ts	<p>The promotion of staff members shall be on the basis of a career review.</p>
R II 2.10 Change of grade	Ts	<p>The Director-General shall decide on a change of grade according to the level of functions, expertise and performance of staff members.</p>

<b><i>REGULATIONS</i></b>
<b>Chapter II - Section 2</b>
Article R II 2.14
1 September 2016

<i>Article N°</i>	<i>Applicable to</i>
R II 2.14 Financial awards	Ts

*Article R II 2.11 deleted on 1 September 2016*

*Article R II 2.12 deleted on 1 September 2016*

*Article R II 2.13 deleted on 1 September 2016*

An extraordinary service award and/or a responsibility award may be granted to staff members in accordance with the terms and conditions specified in Annex R A 2.

*Article R II 2.15 is merged into new Article R II 2.14 on 1 September 2016*

*Article R II 2.16 deleted on 1 September 2016*



<b>RULES</b>
<b>Chapter II - Section 3</b>
Articles S II 3.01 - 3.04
31 March 2015

## CHAPTER II

### CONDITIONS OF EMPLOYMENT AND ASSOCIATION

#### Section 3 - Learning and development

<i>Article N°</i>	<i>Applicable to</i>	
S II 3.01 Definition of Learning and Development	MP	<p>Learning covers a variety of formal or informal actions aimed at the development of members of the personnel. Within learning, training consists of formal development actions that target specific results.</p> <p>Development refers to the systematic enhancement of competencies leading to personal and/or professional growth.</p>
S II 3.02 Purpose of training	MPE	<p>The purpose of learning and development shall be to:</p> <ol style="list-style-type: none"> <li>a) maintain, update and develop the competencies needed for the performance of present and future functions;</li> <li>b) facilitate integration into the Organization's activities, the work environment and the local area;</li> <li>c) raise awareness and provide information and training in matters of safety;</li> <li>d) facilitate mobility or reintegration.</li> </ol>
	MP	
	MP	
	MPE	
S II 3.03 Responsibilities of the Organization in learning and development matters	MPE	<p>The Director-General shall take the appropriate measures to ensure the continuous development of staff members and fellows. Following discussion with the staff members or fellows concerned, the Head of Department shall decide on individual learning and development measures. The cost of authorized learning shall be fully or partly borne by the Organization. The cost of learning shall mean expenses incurred and the time devoted to it.</p>
S II 3.04 Responsibilities of the personnel in learning and development matters	MPE	<p>Staff members and fellows shall maintain, update and develop their competencies and keep the Organization informed of any pertinent evolution thereof.</p>

<b>REGULATIONS</b>
<b>Chapter II - Section 3</b>
Articles R II 3.01 - 3.04
31 March 2015

## CHAPTER II

### CONDITIONS OF EMPLOYMENT AND ASSOCIATION

#### Section 3 - Learning and development

<i>Article N°</i>	<i>Applicable to</i>
R II 3.01 Learning and Development Policy	MP
R II 3.02 CERN Learning Board (CLB)	MP
R II 3.03 Expenses relating to authorized learning	MP
R II 3.04 Time spent on learning	MPE

The document "Learning and Development Policy" shall describe the principles on which this policy and its implementation are based. This document shall be made available to all members of the personnel.

The CERN Learning Board (CLB) comprising members appointed by the Director-General and members appointed by the Staff Association shall advise the Director-General on the definition of the Learning and Development Policy and on appropriate measures for its implementation. The members of the CLB shall be staff members of the Organization.

The Organization shall bear:

- a) all expenses of authorised learning which it considers to be directly in its interests.
- b) part of the expenses of authorised learning which it considers to be partly or indirectly in its interests.

Time spent on learning and development outside contractual working hours shall be neither compensated nor remunerated.

<b><i>RULES</i></b>
<b>Chapter II - Section 4</b>
Articles S II 4.01 - 4.09
1 January 2013

## CHAPTER II

### CONDITIONS OF EMPLOYMENT AND ASSOCIATION

#### Section 4 - Leave

<i>Article N°</i>	<i>Applicable to</i>
S II 4.01 Annual leave	MPE
S II 4.02 Sick leave	MPE
S II 4.03 Leave for family reasons	MPE
S II 4.04 Home leave	MPE
S II 4.05 Special leave	MPE
S II 4.06 Financial conditions during leave	MPE
S II 4.07 Authorized absence of associated members of the personnel	MPA
S II 4.08 Official holidays	MP
S II 4.09 Compulsory special leave	MP

Employed members of the personnel shall be entitled to annual leave.

Employed members of the personnel shall be entitled to sick leave which shall not affect the date of termination of the contract.

Employed members of the personnel shall be entitled to leave for family reasons (i.e. maternity leave, paternity leave, adoption leave, parental leave, leave in the event of illness of a close relative, leave for family events and compassionate leave).

Staff members meeting the criteria for the award of the international indemnity and fellows shall be entitled to home leave.

Under conditions laid down in the Regulations, employed members of the personnel may be entitled to special leave (i.e. leave for personal convenience or for professional reasons, saved leave, leave for long service, for first removal, for civic duties, for military service and for the annual closure of the site of the Organization).

Under conditions laid down in the Regulations, employed members of the personnel shall be entitled to the financial conditions stipulated in their contract during all leave, except in the cases of parental leave, compassionate leave or leave for personal convenience.

For certain subcategories of associates, the Organization may grant an authorized absence on behalf of their home institution.

The Regulations shall lay down the official holidays.

In the framework of any official investigation or disciplinary procedure conducted by the Organization, a member of the personnel may be placed on compulsory special remunerated or paid leave if the interests of the Organization so require.

<b>REGULATIONS</b>
<b>Chapter II - Section 4</b>
Articles R II 4.01 - 4.08
1 August 2016

## CHAPTER II

### CONDITIONS OF EMPLOYMENT AND ASSOCIATION

#### Section 4 - Leave

<i>Article N°</i>	<i>Applicable to</i>
R II 4.01 Authorization of annual leave	MPE
R II 4.02 Absence without prior authorization or substantiation	MPE
R II 4.03 General method of calculating annual leave	MPE
R II 4.05 Method of calculating annual leave in the case of part-time work	MPE
R II 4.06 Annual leave year	MPE
R II 4.07 Carry-forward of annual leave	MPE
R II 4.08 Compensation of annual leave	MPE

Employed members of the personnel wishing to take annual leave shall first obtain the written authorization of their hierarchical supervisor or equivalent. The granting of leave shall be subject to operational requirements.

Any absence without prior authorization or substantiation before the expiry of the third working day of absence shall be deducted from the annual leave of employed members of the personnel and shall render them liable to disciplinary action.

Where such absence exceeds 30 calendar days, it shall constitute a case of particularly serious misconduct within the meaning of Article S VI 2.05.

Annual leave shall be calculated at the rate of two and a half working days per month of service. No days of annual leave shall be granted for periods of parental or compassionate leave. The annual leave entitlement for the first and last months of service shall be calculated in proportion to the number of days of service completed during the months concerned.

*Article R II 4.04 deleted on 1 August 2016*

The annual leave of members of the personnel employed on a part-time basis shall be calculated in proportion to the length of the contractual working week.

The leave year shall run from 1 October to 30 September.

Employed members of the personnel may consult a record of their leave credits.

Members of the personnel wishing to challenge the reckoning of leave taken during the leave year must do so by the 30 November following the leave year concerned.

Not more than 30 days of annual leave may be carried forward from one leave year to the next. The Director-General may grant an additional carry-forward of annual leave to employed members of the personnel performing functions necessary to the completion of the LHC, subject to their consent.

On termination of the contract of employed members of the personnel, compensation shall be paid for their annual leave that has not been taken for one of the following reasons:

- a) death;
- b) total disability of occupational origin;
- c) maternity leave;
- d) imperative reasons of service duly justified in writing by the Head of Department.

<b>REGULATIONS</b>
<b>Chapter II - Section 4</b>
Articles R II 4.09 - 4.16
1 January 2013

<i>Article N°</i>	<i>Applicable to</i>	
R II 4.09 Sick leave	MPE	<p>Employed members of the personnel shall be deemed to be on sick leave:</p> <p>a) in the event of temporary incapacity for work as a result of sickness or injury, or</p> <p>b) when they are prevented from reporting for duty at their place of work owing either to a medical examination or treatment or to Public Health restrictions.</p>
R II 4.10 Reckoning of sick leave	MPE	<p>Sick leave shall be reckoned in units of half-days. Days which are not working days shall be deemed part of the sick leave when the employed members of the personnel have been absent on the preceding and following working days.</p>
R II 4.11 Medical certificate in the event of sick leave	MPE	<p>Employed members of the personnel who are absent for one of the reasons defined in Article R II 4.09 shall arrange for their hierarchical supervisor or equivalent to be notified immediately.</p> <p>A medical certificate shall be produced immediately for any such absence of more than three consecutive calendar days. This certificate shall give an estimate of the duration of the absence. A further certificate shall be provided every month if the absence continues.</p> <p>Medical certificates that are backdated by more than ten calendar days to cover a period of absence shall not be accepted.</p>
R II 4.12 Sick leave without medical certificate	MPE	<p>Where employed members of the personnel have taken uncertified sick leave totalling seven calendar days within a leave year, any further sick leave during that same year must be supported by a medical certificate.</p> <p>Without such a certificate, any such absence shall be deducted from their leave credits or charged as special unremunerated leave if the leave credits are exhausted.</p>
R II 4.13 Remuneration during sick leave	MPE	<p>In any period of 36 months, full remuneration shall be paid for the first 365 calendar days of sick leave, followed by two-thirds remuneration for 548 calendar days.</p> <p>However, full remuneration shall be granted throughout a period of sick leave deriving from an occupational illness or accident.</p>
R II 4.14 Subrogation in respect of rights of redress against third parties	MPE	<p>Where employed members of the personnel incur an illness or accident for which a third party may be wholly or in part liable, they shall be entitled to remuneration only if they surrender to the Organization their rights of redress against the third party concerned up to the amount of the benefits which the Organization has paid.</p>
R II 4.15 Impact of sick leave on contributions	MPE	<p>Where the remuneration of employed members of the personnel is reduced pursuant to Article R II 4.13, their contributions to the Health Insurance Scheme, and where applicable to the Pension Fund shall be calculated according to the remuneration they actually receive. The total amount of the contributions shall remain unchanged as the Organization shall make up the difference.</p>
R II 4.16 Long-term sick leave	MPE	<p>At the latest after 730 calendar days of sick leave during any period of 36 months, the Organization shall take a decision whether to recognize the disability of a staff member and fellow and draw the appropriate conclusions, as specified in Articles R IV 2.06 to 2.08.</p> <p>During long-term sick leave, the right to annual leave is subject to the same reductions as those applying to remuneration</p>

<b><i>REGULATIONS</i></b>
<b>Chapter II - Section 4</b>
Articles R II 4.17 - 4.23
1 January 2016

<i>Article N°</i>	<i>Applicable to</i>	
R II 4.17 Annual leave and sick leave	MPE	No sick leave shall be granted while employed members of the personnel are on annual leave unless a medical certificate is presented.
R II 4.18 Medical examination	MPE	<p>The Director-General may at any time require employed members of the personnel to undergo a medical examination by a medical practitioner designated by the Organization. The results of this examination shall be made available to them if they so request.</p> <p>This examination shall systematically be required:</p> <ul style="list-style-type: none"> <li>a) when sick leave in any 12-month period exceeds 90 calendar days;</li> <li>b) on contract termination or, where applicable, at the moment when work actually ceased.</li> </ul>
R II 4.19 Medical Reports	MPE	In the case of sick leave exceeding two months, employed members of the personnel shall provide information in respect of their medical condition, as requested by the Organization.
R II 4.20 Return to work	MPE	<p>On the first day of their return to work after a period of sick leave, employed members of the personnel shall report to the Medical Service when:</p> <ul style="list-style-type: none"> <li>a) they have been absent for 21 calendar days or longer,</li> <li>b) their medical certificate indicates some reservation concerning their capacity for work, or</li> <li>c) their absence is attributable to an occupational illness or accident.</li> </ul>
R II 4.21 Maternity leave	MPE	Female employed members of the personnel shall be entitled to remunerated maternity leave during which no decision may be taken to dismiss them.
R II 4.22 Request for maternity leave and return to work	MPE	<p>Employed members of the personnel wishing to take maternity leave shall be required to:</p> <ul style="list-style-type: none"> <li>a) provide a medical certificate indicating the expected date of confinement, and</li> <li>b) notify the Organization of the date of their return to work.</li> </ul>
R II 4.23 Duration of maternity leave	MPE	<p>Maternity leave shall begin six weeks before the expected date of confinement. The first day of maternity leave may be postponed for a maximum of four weeks, provided that such postponement is supported by a medical certificate.</p> <p>The duration of maternity leave shall not be less than 16 weeks and shall be extended:</p> <ul style="list-style-type: none"> <li>a) by three weeks: <ul style="list-style-type: none"> <li>i) in the event of a premature birth,</li> <li>ii) in the event of multiple births,</li> <li>iii) as of the second child,</li> <li>iv) if the employed member of the personnel is a single mother,</li> <li>v) in the event of serious illness or disability of the child,</li> </ul>                     these periods being non-cumulative;                 </li> <li>b) and by four weeks for breast-feeding.</li> </ul> <p>The total duration of maternity leave shall not exceed 23 weeks.</p>

<b>REGULATIONS</b>
<b>Chapter II - Section 4</b>
Articles R II 4.24 - 4.30
1 January 2016

<i>Article N°</i>	<i>Applicable to</i>
R II 4.24 Paternity leave	MPE
R II 4.25 Adoption leave	MPE
R II 4.26 Parental leave	MPE
R II 4.27 Leave in the event of illness of a close relative	MPE
R II 4.28 Leave for family events	MPE
R II 4.29 Compassionate leave	MPE
R II 4.30 Home leave	MPE

Employed members of the personnel not eligible for maternity leave or adoption leave shall be entitled to remunerated paternity leave of ten working days. This leave shall be extended by five working days as follows:

- i) in the event of a premature birth,
  - ii) in the event of multiple births,
  - iii) as of the second child,
  - iv) if the employed member of the personnel is a single parent,
  - v) in the event of serious illness or disability of the child,
- these periods being non-cumulative.

Employed members of the personnel shall be entitled to 15 weeks' remunerated adoption leave.

Employed members of the personnel may be entitled to four months' unremunerated parental leave.

Employed members of the personnel shall be entitled to a maximum of seven calendar days of remunerated leave per year where:

- a) one of their close relatives is suffering from a serious illness, and
- b) the need for them to be with the relative concerned is substantiated by a medical certificate.

In the case of single parents, this leave shall be increased by five calendar days when it is granted in the event of serious illness of a dependent child.

Employed members of the personnel shall be entitled to remunerated leave for the following family events:

Family events	Number of working days
a) Marriage of the employed member of the personnel	3
b) Death of his spouse, child, father or mother	3
c) Death of his brother, sister, parent-in-law or step-parent	1

Employed members of the personnel may be entitled to unremunerated compassionate leave of a maximum of three months to care for a close relative.

Staff members meeting the criteria for the award of the international indemnity and fellows with a contract of employment of at least two years shall be entitled to remunerated home leave. This leave must be taken in the State of their home station.

Spouses in gainful employment shall not cumulate entitlements to home leave, whoever their employers may be.

<b><i>REGULATIONS</i></b>
<b>Chapter II - Section 4</b>
Articles R II 4.31 - 4.37
1 September 2016

<i>Article N°</i>	<i>Applicable to</i>	
R II 4.31 Conditions for home leave	MPE	The first home leave shall be taken during the 12 months' period commencing with the first day of the second year of service; subsequently home leave shall be taken once per period of 24 months.
R II 4.32 Special leave for personal convenience or professional reasons	MPE  MPE	At the Director-General's discretion, staff members and fellows may be entitled to: a) unremunerated special leave for personal convenience, or b) special leave for professional reasons, which may be remunerated.  Staff members and fellows shall, three months before the end of this leave wherever its duration so permits, inform the Director-General in writing of their intention to apply for an extension of the leave or to resume their activities within the Organization.
	Ts	When the special leave ends, staff members shall either return to their former post or, if this is not possible, to a post classified in the same grade.
R II 4.33 Special saved leave	Ts	Staff members may be entitled to special saved leave.
R II 4.34 Special leave for long service	Ts	Staff members shall be entitled to special leave for long service.
R II 4.35 Special leave for first removal	Ts	Staff members entitled to the payment of removal expenses on taking up appointment shall be entitled to one working day of special remunerated leave.
R II 4.36 Special leave for civic duties	MPE	Employed members of the personnel required to discharge obligatory civic duties may be entitled to special remunerated leave for a maximum of ten working days per year. Any related amounts received shall be deducted from the remuneration paid by the Organization.
R II 4.37 Special leave for military service	MPE	Employed members of the personnel called up for compulsory military or equivalent service shall be entitled to special leave.  This leave shall be without remuneration, except during normal compulsory courses. Any amount they may receive shall be deducted from the remuneration paid by the Organization.



<b><i>REGULATIONS</i></b>
<b>Chapter II - Section 4</b>
Articles R II 4.38 - 4.42
1 January 2016

<i>Article N°</i>	<i>Applicable to</i>
<p>R II 4.38 Special leave during the annual closure of the site of the Organization</p>	<p>MP</p> <p>MPE</p> <p>MP</p>
<p>R II 4.39 Official holidays</p>	<p>MP</p>
<p>R II 4.40 Taking of leave</p>	<p>MPE</p>
<p>R II 4.41 Address during leave</p>	<p>MPE</p>
<p>R II 4.42 Application by analogy</p>	<p>MPA</p>

The Director-General shall close the site of the Organization during the end-of-year holidays.

During this period, employed members of the personnel shall be entitled to six days' remunerated special leave, the dates of which shall be set by the Director-General.

Time limits laid down by the Rules and Regulations shall be suspended during the annual closure of the site of the Organization.

The following days shall be official holidays, in addition to annual leave:

- 1st January;
- Good Friday;
- Easter Monday;
- 1st May;
- Ascension Day;
- Whit Monday;
- "Jeûne Genevois" (Thursday following the first Sunday in September);
- 24th December;
- 25th December;
- 31st December.

Members of the personnel shall be entitled to one day's compensatory leave the date of which shall be set by the Director-General whenever one of the following dates falls on another official holiday or on a Saturday or a Sunday: the 24th, 25th, 31st December, 1st January and 1st May.

Leave other than special saved leave must be taken in units of days and half-days.

Employed members of the personnel shall be required to give an address or a telephone number where they can be contacted, whenever possible, during any period of leave.

Under conditions laid down by the Director-General, the provisions set out in this section may apply to certain subcategories of associates by analogy.

<b>RULES</b>
<b>Chapter II - Section 5</b>
Articles S II 5.01 - 5.05
1 January 2013

## CHAPTER II

### CONDITIONS OF EMPLOYMENT AND ASSOCIATION

#### Section 5 - Termination of contract

<i>Article N°</i>	<i>Applicable to</i>
S II 5.01 Types of termination of contract	MP
S II 5.02 Premature termination of contract of associated members of the personnel	MPA
S II 5.03 Dismissal owing to a reduction of complement or suppression of a post	Ts
S II 5.04 Dismissal of staff members appointed by the Council	Ts
S II 5.05 Contract termination conditions	MP

Contracts shall terminate on account of:

- a) reaching the age limit, or at the end of the extension provided for in Article R II 5.01;
- b) expiry of a contract of limited duration;
- c) death;
- d) recognition of total disability;
- e) resignation;
- f) mutual agreement;
- g) dismissal notified during the probation period;
- h) dismissal for reasons of unsatisfactory service;
- i) dismissal for disciplinary reasons;
- j) dismissal following a reduction of complement decided by the Council;
- k) dismissal owing to the suppression of a post;
- l) for associated members of personnel, the end of the collaboration between their home institution and the Organization, the withdrawal of the consent of their home institution to their association, the loss of their legal link with the home institution or the loss of the insurance cover specified in Article S IV 2.05.
- m) for staff members appointed by the Council at the time of recruitment, the end of their term of office.

For associated members of the personnel, dismissal shall mean a decision to prematurely terminate the contract.

Staff members shall not be dismissed owing to a reduction of complement decided by the Council or the suppression of a post, unless the Director-General has ascertained that they cannot be assigned to another post within the Organization.

Staff members appointed by the Council may not be dismissed for reasons of unsatisfactory service, unless the Director-General has consulted a Board of three members appointed by the President of the Council. This Board shall give a hearing to the Director-General, the staff member concerned and any other person whose evidence it may consider useful. It shall submit its opinion to the President of the Council, who shall inform the Director-General thereof.

The Regulations shall lay down the termination conditions, namely the period of notice and the procedure to be followed.

<b>REGULATIONS</b>
<b>Chapter II - Section 5</b>
Articles R II 5.01 - 5.08
1 August 2016

## CHAPTER II

### CONDITIONS OF EMPLOYMENT AND ASSOCIATION

#### Section 5 - Termination of contract

<i>Article N°</i>	<i>Applicable to</i>
R II 5.01 Age limit	Ts
R II 5.02 Expiry of a limited-duration contract	Ts
R II 5.03 Resignation	MP
R II 5.04 Dismissal	MP
R II 5.05 Periods of notice (employed members of the personnel)	MPE
R II 5.06 Periods of notice (associated members of the personnel)	MPA
R II 5.07 Reduction or suppression of the period of notice	MP
R II 5.08 Leave during the notice period	MP

The age limit shall be 65 years for staff members who took up their appointment before 1 January 2012 and 67 years for staff members who took up their appointment as from 1 January 2012. Contracts shall expire on the last day of the month in which the applicable birthday falls.

Notwithstanding the foregoing, the Council may decide, on the proposal of the Director-General, in exceptional circumstances and in the interests of the Organization, to extend the contract of staff members appointed by the Council pursuant to Article S II 1.01 beyond the age limit, for a period within the mandate of the Director-General requesting the extension.

A limited-duration contract shall expire at the end of the prescribed period. The Director-General may renew it or not, or extend it within the limits and conditions laid down in Article R II 1.17. He shall notify his decision at least six months prior to the expiry date of the contract if the duration of the contract so permits.

Members of the personnel having decided to resign shall submit their resignation to the Director-General in writing. The resignation shall be subject to the periods of notice laid down in the Regulations and, except for the cases covered by Article R II 5.06 a), shall take effect on the last day of a month.

Members of the personnel shall be notified of their dismissal in a letter indicating the reasons as well as the date of contract termination, taking into consideration the periods of notice laid down in the Regulations.

The following periods of notice shall apply in the event of termination of contract for recognition of total disability, resignation or dismissal:

- a) staff members:
  - i) For those holding a limited-duration contract:
    - one month during the probation period;
    - three months in other cases.
  - ii) For those holding an indefinite contract:
    - six months plus one month per year of service from the seventh year of service (maximum 12 months) in the event of dismissal owing to a reduction of complement decided by the Council or the suppression of a post;
    - six months in other cases.
- b) fellows: two months.

The following periods of notice shall apply for the resignation or dismissal of associated members of the personnel, except in the case of apprentices, for whom these periods are determined in accordance with local legislation and practice:

- a) for those holding a contract of less than four months: one week;
- b) for those holding a contract of four months or more: one month.

The periods of notice may either be reduced by mutual agreement, or reduced or suppressed by the Director-General in the event of dismissal for disciplinary reasons.

The Director-General may require a member of the personnel to take special remunerated or paid leave during the period of notice.

<b><i>RULES</i></b>
<b>Chapter III - Section 1</b>
Articles S III 1.01 - 1.02
1 July 2008

## **CHAPTER III**

### **WORKING CONDITIONS**

#### **Section 1 - Working hours**

<i>Article N°</i>	<i>Applicable to</i>
S III 1.01 Reference working week and day	MP
S III 1.02 Compensation and remuneration of working hours	MPE MPE MPE MPE MPE Ts

The reference:

- a) working week shall be 40 hours;
- b) working day shall be eight hours.

The Organization shall grant compensation and/or remuneration for:

- a) overtime;
- b) official holiday work or equivalent;
- c) Sunday work;
- d) night work;
- e) stand-by duty;
- f) shift work.

<b>REGULATIONS</b>
<b>Chapter III - Section 1</b>
Articles R III 1.01 – 1.05
31 March 2015

## CHAPTER III

### WORKING CONDITIONS

#### Section 1 - Working hours

<i>Article N°</i>	<i>Applicable to</i>
R III 1.01 Reference working hours	MP
	MPE
R III 1.02 Special working hours	MPE
	MPE
	MPE
	MPE
	MPE
R III 1.03 Time for knowledge transfer activities	Ts
	Ts
R III 1.04 Maximum working time	MP
	Ts
R III 1.05 Minimum rest time	MP
	Ts

The reference working hours shall be 8.30 a.m. to 5.30 p.m. with a break of one hour, from Monday to Friday inclusive.

However, the Director-General may set different working hours for both staff members and fellows.

Special working hours are defined as follows:

- a) overtime shall mean any hour worked over and above the contractual working hours;
- b) official holiday work or equivalent shall mean any hour worked on an official holiday or during the special leave granted for the annual closure of the site of the Organization;
- c) Sunday work shall mean any hour worked on a Sunday;
- d) night work shall mean any hour worked between 8 p.m. and 7 a.m.;
- e) stand-by duty shall mean any hour worked as part of a service performed for at least one week by several staff members and/or fellows required in turn to be on call to deal with emergencies outside their working hours;
- f) shift work shall mean any hour worked as part of a continuous service performed by several staff members in turn for at least 15 hours per day and more than 96 hours per week, over a period of at least 26 consecutive weeks, always provided that this period may be reduced in exceptional circumstances and at the Director-General's discretion for technical requirements.

The Director-General may authorize staff members to take the time required for external knowledge transfer activities in the interest of the Organization from working hours.

Maximum working time shall be as follows:

- a) in all cases except for shift work:
  - 12 hours per day;
  - 57 hours per week.
- b) in the case of shift work:
  - 10 hours per day (in exceptional circumstances, this can be increased to 12 hours per day over a maximum of two consecutive days);
  - 62 hours per week;
  - 116 hours per two-week period.

Minimum rest time shall be as follows:

- a) in all cases except for shift work:
  - one and a half days after six consecutive days of work;
  - six days per month.
- b) in the case of shift work:
  - 36 consecutive hours after five, six or seven consecutive shifts;
  - 10 days, including two-and-a-half consecutive days and two weekends, per five-week period.

<b>REGULATIONS</b>
<b>Chapter III - Section 1</b>
Articles R III 1.06 – 1.10
1 September 2016

<i>Article N°</i>	<i>Applicable to</i>
R III 1.06 Waiver of the provisions on working and rest times	MP  Ts
R III 1.07 Compensation and remuneration for staff members	Ts
R III 1.08 Primacy of compensation	Ts
R III 1.09 Compensation for fellows	Fb
R III 1.10 Compensation and remuneration during duty travel	MPE

The Director-General may waive the provisions set out in Articles:

- R III 1.04 a) and 1.05 a) in exceptional circumstances and in the interests of the Organization;
- R III 1.04 b) and 1.05 b) for the fire and rescue services.

Provided the work has been performed on the orders of the Head of Department:

- a) overtime, Sunday work and stand-by duty performed by staff members in grades 1 to 7 shall be compensated and/or remunerated;
- b) official holiday work or equivalent performed by staff members in grades:
  - 1 to 7 shall be compensated or remunerated,
  - 8 to 10 may, in exceptional circumstances and at the Director-General's discretion, be compensated or remunerated;
- c) night work performed by staff members in grades:
  - 1 to 7 shall be compensated or remunerated,
  - 8 to 10 shall be compensated;
- d) shift work performed by staff members in grades 1 to 10 shall be remunerated, and long-term shift work shall also be compensated and/or remunerated.

Overtime, official holiday work or equivalent, Sunday work and night work shall be remunerated only if the Head of Department deems it impossible to grant compensatory leave.

Overtime, official holiday work or equivalent, Sunday work, night work and stand-by duty performed by fellows shall only be compensated.

Overtime, official holiday work or equivalent, Sunday work and night work performed during duty travel shall be neither compensated nor remunerated.

**{ Former page 33 deleted on 1 July 2008 :  
modification No. 2 of 11<sup>th</sup> edition }**

**{ Former page 34 deleted on 1 July 2008 :  
modification No. 2 of 11<sup>th</sup> edition }**



<b><i>RULES</i></b>
<b>Chapter III - Section 2</b>
Articles S III 2.01 - 2.03
1 January 2007

## CHAPTER III

### WORKING CONDITIONS

#### Section 2 - Safety

<i>Article N°</i>	<i>Applicable to</i>
S III 2.01 Definition of safety	MP
S III 2.02 Responsibilities of the Organization in safety matters	MP
S III 2.03 Responsibilities of members of the personnel in safety matters	MP

Safety shall mean:

- a) occupational health and work safety;
- b) environmental protection;
- c) the safety of equipment and installations and their safe operation.

The Director-General shall take the appropriate measures to:

- a) protect the members of the personnel and the installations;
- b) ensure satisfactory work safety conditions;
- c) minimize the risks of occupational accidents and health hazards;
- d) reduce any harmful impact of the Organization's activities on the environment to the reasonably feasible minimum.

Members of the personnel shall be under the obligation to make themselves conversant with the safety provisions applicable to their area of activity and to comply with them.

<b>REGULATIONS</b>
<b>Chapter III - Section 2</b>
Articles R III 2.01 - 2.03
1 January 2007

## CHAPTER III

### WORKING CONDITIONS

#### Section 2 - Safety

<i>Article N°</i>	<i>Applicable to</i>
R III 2.01 Safety Policy	MP
R III 2.02 Safety Policy Committee	MP
R III 2.03 Rights and obligations of members of the personnel in safety matters	MP

The basic document "Safety Policy at CERN" shall describe the principles on which this policy and its implementation are based. This document shall be made available to all members of the personnel who shall be under the obligation to make themselves conversant with its contents.

The Director-General shall appoint a Committee to advise him on the definition of safety policy and on the appropriate measures for its implementation. This Committee shall comprise those responsible for the technical activities of the Organization and representatives of the Staff Association.

Members of the personnel faced with a situation which presents a safety hazard on the site of the Organization must immediately inform their hierarchical supervisor and their safety officer.

After having so informed their supervisor, the members of the personnel concerned may cease executing their functions if the situation has not been rectified and they consider that they cannot continue to perform them under normal safety conditions.

**CHAPTER IV**

**SOCIAL CONDITIONS**

**Section 1 - Family and family benefits**

<b>RULES</b>
<b>Chapter IV - Section 1</b>
Articles S IV 1.01 - 1.03
1 January 2016

<i>Article N°</i>	<i>Applicable to</i>
S IV 1.01 Family	MP
S IV 1.02 Marriage and spouse	MP
S IV 1.03 Family benefits	MPE-MPAx

The family shall mean:

- a) the member of personnel's spouse, and/or
- b) his dependent children, i.e.:
  - 1. Unmarried children up to the age of 20 who are not holders of a full-time employment contract.
  - 2. Unmarried children over 20 and under 25 years of age who:
    - i) are attending an educational establishment full time, or
    - ii) are in vocational training.
 In the event of studies being interrupted by compulsory military service, the age limit of 25 years shall be extended by the duration of the interruption, up to a maximum duration of 12 months.
  - 3. Children suffering from a deterioration of health deemed to be permanent or long-term which will probably entail inability to obtain gainful employment. This deterioration of health must have been medically certified when the child fulfilled the conditions laid down in paragraphs 1. or 2. above.

The term "marriage" includes registered civil partnership; the term "spouse" includes registered partner.

Under conditions laid down in the Regulations, staff members, fellows and certain subcategories of associates shall be entitled to family benefits.

## CHAPTER IV

### SOCIAL CONDITIONS

#### Section 1 - Family and family benefits

<b>REGULATIONS</b>
<b>Chapter IV - Section 1</b>
Articles R IV 1.01 - 1.08
1 August 2016

<i>Article N°</i>	<i>Applicable to</i>	
R IV 1.01 Family allowance	MPE	The Organization shall pay staff members and fellows who have a family a family allowance, the amount of which is specified in Annex R A 3.
R IV 1.02 Child allowance	MPE	The Organization shall pay staff members and fellows a child allowance for each dependent child, the amount of which is specified in Annex R A 3. Payment of the child allowance shall be suspended during the child's compulsory military service.
R IV 1.03 Infant allowance	MPE	The Organization shall pay staff members and fellows an infant allowance for each dependent child aged less than three years, the amount of which is specified in Annex R A 3.
R IV 1.04 Education fees	MPE	Under the conditions laid down in Annex R A 4, the Organization shall pay staff members and fellows education fees for each dependent child who: <ul style="list-style-type: none"> <li>a) is attending an educational establishment full time, or</li> <li>b) is in vocational training.</li> </ul> The entitlement to such payment shall commence when the child reaches the age of three and shall cease at the end of the academic year in which the child ceases to be dependent.
R IV 1.05 Education fees (associates)	MPAx	Under the conditions laid down in Article R A 4.01, the Organization shall pay certain subcategories of associates education fees for each dependent child.
R IV 1.06 Direct payment of education fees	MPE - MPAx	The Director-General may arrange for education fees to be paid directly: <ul style="list-style-type: none"> <li>a) to the person who has defrayed the fees, or</li> <li>b) to the child himself if he has reached the age of majority.</li> </ul>
R IV 1.07 Education fees (journey expenses)	MPE	For each period of two years during which a dependent child attends, in accordance with Article R A 4.01, an educational establishment outside the local area, the Organization shall pay journey expenses, which shall correspond to three return trips between the duty station and the educational establishment.
R IV 1.08 Non-concurrence (family benefits)	MPE - MPAx	<p>The amount of any family benefit which either staff members and fellows, or a member of their family, may be entitled to claim from a source outside the Organization shall be deducted from the benefits of the same nature paid by the Organization.</p> <p>The Organization shall pay only one family allowance to staff members or fellows who are married to each other or who have children together.</p> <p>The Organization shall pay only one child allowance and one infant allowance per child.</p>

<b>RULES</b>
<b>Chapter IV - Section 2</b>
Articles S IV 2.01 - 2.07
1 August 2016

## CHAPTER IV

### SOCIAL CONDITIONS

#### Section 2 - Social insurance cover

<i>Article N°</i>	<i>Applicable to</i>
<p>S IV 2.01 Social insurance cover of employed members of the personnel</p>	<p>MPE</p> <p>MPE</p> <p>Ts</p>
<p>S IV 2.02 Social insurance cover of employed members of the personnel</p>	<p>MPE</p>
<p>S IV 2.05 Social insurance cover of associated members of the personnel</p>	<p>MPA</p>
<p>S IV 2.06 Social insurance cover of beneficiaries of the Pension Fund</p>	<p>Ts</p>
<p>S IV 2.07 Benefits and contributions</p>	<p>MPE</p>

The Organization shall take the necessary measures to safeguard:

- a) staff members and fellows against the financial consequences of illness and accidents. This social insurance cover shall be provided by a health insurance scheme;
- b) staff members and fellows against the financial consequences of old-age and disability. This social insurance cover shall be provided by an old-age and disability insurance scheme through a pension fund;
- c) staff members against the financial consequences of unemployment. This social insurance cover shall be provided by an unemployment insurance scheme.

The Organization shall take the necessary measures to safeguard the family of staff members and fellows against the financial consequences of:

- a) disability and death of the staff members and fellows concerned, and
- b) illness and accidents.

*Article S IV 2.03 deleted on 1 January 2016*

*Article S IV 2.04 deleted on 1 August 2016*

The social insurance cover of associated members of the personnel is the responsibility of their home institution and, that failing, themselves.

Notwithstanding the foregoing, the Organisation shall ensure payment of the applicable social insurance costs of apprentices, which shall be determined in accordance with local legislation and practice.

Associated members of the personnel and the members of their family accompanying them shall have insurance cover as specified in Article R IV 2.03.

The Organization shall take the necessary measures so that staff members can remain entitled to the social insurance cover provided by its Health Insurance Scheme when they become beneficiaries of the Pension Fund.

The Council, on the proposal of the Director-General and after discussion in the Standing Concertation Committee, shall fix the benefits and contributions relating to social insurance cover measures taken by the Organization.

The prior consultation of the Governing Board of the Pension Fund shall be required in matters relating to benefits and contributions of the old-age and disability insurance scheme.

<b>REGULATIONS</b>
<b>Chapter IV - Section 2</b>
Articles R IV 2.01 - 2.08
1 August 2016

## CHAPTER IV

### SOCIAL CONDITIONS

#### Section 2 - Social insurance cover

<i>Article N°</i>	<i>Applicable to</i>
<p>R IV 2.01 Social insurance measures</p>	<p>MP</p> <p>MPE</p> <p>Ts</p>
<p>R IV 2.03 Social insurance cover of associated members of the personnel</p>	<p>MPA</p>
<p>R IV 2.04 Joint Advisory Rehabilitation and Disability Board (JARDB)</p>	<p>MPE</p>
<p>R IV 2.05 Rehabilitation measures</p>	<p>MPE</p>
<p>R IV 2.06 Recognition of disability</p>	<p>MPE</p>
<p>R IV 2.07 Partial disability</p>	<p>MPE</p>
<p>R IV 2.08 Total disability</p>	<p>MPE</p>

The social insurance measures provided by:

- a) the Health Insurance Scheme shall be laid down in the Rules of that scheme;
- b) the old-age and disability insurance scheme shall be laid down in the Rules and Regulations of the Pension Fund;
- c) the Unemployment Insurance Scheme shall be laid down by the Director-General.

*Article R IV 2.02 deleted on 1 August 2016*

The social insurance of associated members of the personnel and of the members of their family accompanying them must include for the entire duration of the contract of association cover against the financial consequences of illness and accidents that is adequate in the Host States.

The Joint Advisory Rehabilitation and Disability Board (JARDB) shall be responsible, in certain cases, for proposing appropriate measures to the Director-General in the event of the incapacity for work of staff members or fellows.

Where the incapacity for work of staff members or fellows is temporary, the JARDB may propose measures necessary for their rehabilitation. These measures shall not entail demotion.

Where the incapacity for work of staff members or fellows is permanent, the JARDB shall propose that their disability be recognized.

Where the disability is equal to or lower than 50% and rehabilitation is possible within the Organization, it shall be recognized as partial and the staff members or fellows concerned shall be retained in employment with reduced working hours.

Where the disability is in excess of 50% or where no rehabilitation is possible within the Organization, it shall be recognized as total and shall result in termination of the contract of the staff members or fellows concerned.

<b><i>RULES</i></b>
<b>Chapter V - Section 1</b>
Articles S V 1.01 - 1.02
1 August 2016

## CHAPTER V

### FINANCIAL CONDITIONS

#### Section 1 - Financial benefits

<i>Article N°</i>	<i>Applicable to</i>
S V 1.01 Definition of financial benefits	MP
S V 1.02 Periodic reviews and determination of financial and social conditions	MP

Financial benefits shall mean:

- a) remunerations (basic salary for staff members and stipend for fellows);
- b) subsistence allowances for associated members of the personnel;
- c) financial awards, payments, indemnities, allowances and grants paid by the Organization on the basis of the Rules and Regulations.

The Council shall periodically review and determine the financial and social conditions of the members of the personnel. These periodic reviews shall consist of:

- a) a five-yearly general review of financial and social conditions;
- b) an annual review of basic salaries, stipends, subsistence allowances and family benefits.

The Council shall use the following methods:

- a) for the five-yearly general review, that specified in § I of Annex A 1;
- b) for the annual review of basic salaries and stipends, that specified in § II A) of Annex A 1;
- c) for the annual review of subsistence allowances and family benefits, that specified in § II B) of Annex A 1.

<b>REGULATIONS</b>
<b>Chapter V - Section 1</b>
Articles R V 1.01 - 1.09
1 August 2016

## CHAPTER V

### FINANCIAL CONDITIONS

#### Section 1 - Financial benefits

<i>Article N°</i>	<i>Applicable to</i>	
R V 1.01 Basic salaries of staff members	Ts	The basic salaries of staff members shall be determined according to the scale specified in Annex R A 5.
R V 1.02 Stipends of fellows	Fb	The stipends of fellows shall be determined according to their experience and qualifications within the limits specified in Annex R A 6.
<i>Article R V 1.03 deleted on 1 August 2016</i>		
R V 1.04 Subsistence allowances of associated members of the personnel	MPA	The Organization may, under the conditions laid down by the Director-General and within the limits specified in Annex R A 7, pay a subsistence allowance to associated members of the personnel.
<i>Article R V 1.05 deleted on 1 January 2013</i>		
R V 1.06 Reduction of financial benefits	MP	The financial benefits mentioned in Articles R V 1.01 to 1.04 shall be reduced proportionally where the contractual working week is less than 40 hours.
R V 1.07 Financial awards	Ts	The financial awards that may be made to staff members are those referred to in Article S II 2.07.
R V 1.08 Travel expenses (taking up appointment)	MPE	When staff members and fellows take up their appointment, the Organization shall pay their travel expenses for a single journey from their home station or place of residence to the duty station: <ul style="list-style-type: none"> <li>a) if their place of residence is outside a circle with a radius of 70 km with its centre at the duty station, and</li> <li>b) if their new place of residence is within a circle with a radius of 50 km with its centre at the duty station.</li> </ul>
	MPA	The Director-General may authorize such travel expenses to be paid to associated members of the personnel.
R V 1.09 Travel expenses (contract termination)	MPE	On termination of contract, the Organization shall pay the travel expenses of staff members and fellows for a single journey from their former to their new place of residence or home station: <ul style="list-style-type: none"> <li>a) if their home station and their new place of residence are outside a circle with a radius of 70 km with its centre at the duty station, and</li> <li>b) if the journey is made within two years following the contract termination date.</li> </ul>
	MPA	The payment shall not exceed the amount of the travel expenses for a single journey to the home station.  The Director-General may authorize such travel expenses to be paid to associated members of the personnel.



<b><i>REGULATIONS</i></b>
<b>Chapter V - Section 1</b>
Articles R V 1.10 - 1.16
1 January 2007

<i>Article N°</i>	<i>Applicable to</i>	
R V 1.10 Travel expenses (change of duty station)	MPE	In the event of a change of duty station, the Organization shall pay the travel expenses of staff members and fellows for a single journey from their former to their new place of residence.
R V 1.11 Travel expenses (duty travel)	MP	<p>In the case of duty travel undertaken at its request (hereinafter duty travel), the Organization shall pay the travel expenses of members of the personnel for a return journey between their place of residence or duty station and the duty-travel destination.</p> <p>For duty travel of six months or longer, the Organization shall also pay, every three months, the travel expenses of members of the personnel not accompanied by their spouse for a return journey between the duty-travel destination and their place of residence.</p>
R V 1.12 Travel expenses (journey to home station)	Ts	In the case of the home leave referred to in Article S II 4.04, the Organization shall pay staff members meeting the criteria for the award of the international indemnity their travel expenses for a return journey between the duty station and their home station.
R V 1.13 Travel expenses (additional journey to home station)	Ts	<p>Once every calendar year, the Organization shall pay staff members the cost of an additional return journey between the duty station and their home station, provided that:</p> <ol style="list-style-type: none"> <li>a) they meet the criteria for the award of the international indemnity,</li> <li>b) their home station is outside a circle with a radius of 500 km with its centre at the duty station, and</li> <li>c) they do not hold an indefinite contract.</li> </ol> <p>This journey may not be carried forward from one year to the next.</p>
R V 1.14 Non-concurrence of entitlement (journeys to home station)	Ts	Spouses in gainful employment shall not cumulate entitlements to journeys to the home station, whoever their employers may be. Family members shall be permitted to travel separately.
R V 1.15 Travel expenses (family reasons)	MPE	<p>The Organization shall pay the travel expenses of:</p> <ol style="list-style-type: none"> <li>a) staff members meeting the criteria for the award of the international indemnity, and</li> <li>b) fellows,</li> </ol> <p>for a return journey from their duty station to the place outside the circle referred to Article R V 1.26, where their presence is justified by the family reasons specified in Articles R II 4.24 and 4.28.</p> <p>The payment shall not exceed the amount of the travel expenses for the return journey to the home station.</p>
R V 1.16 Travel expenses (family members)	MPE	<p>The Organization shall pay the travel expenses of the family of staff members and fellows if they accompany them:</p> <ol style="list-style-type: none"> <li>a) on the journeys to the home station;</li> <li>b) on travel for family reasons;</li> <li>c) in the event of a change of duty station;</li> <li>d) on duty travel of at least six consecutive months;</li> <li>e) on travel to take up appointment and following termination of contract.</li> </ol>

<b><i>REGULATIONS</i></b>
<b>Chapter V - Section 1</b>
Articles R V 1.16 - 1.22
1 January 2013

<i>Article N°</i>	<i>Applicable to</i>
R V 1.16 <i>[continued]</i>	MPAx
R V 1.17 Prior authorization of travel	MP
R V 1.18 Route and date of travel	MP
R V 1.19 Removal expenses (taking up appointment)	Ts
R V 1.20 Removal expenses (termination of contract)	Ts
R V 1.21 Removal expenses (change of duty station)	Ts
R V 1.22 Sundry expenses (duty travel)	MP

The following provisions shall apply to certain categories of associates:

- a) paragraph d) above, provided that their contract as an associate is for at least six months and that their family resides with them during the same period;
- b) paragraph e) above.

The travel referred to in Articles R V 1.08 to 1.16 shall require prior authorization.

For the calculation of travel expenses, the Director-General shall use the cheapest possible route and means of transport for the date of travel, taking account of the time for which the subsistence indemnity will be paid.

When staff members take up their appointment, the Organization shall pay their removal expenses, provided that:

- a) they are entitled to the payment of the travel expenses referred to in Article R V 1.08, and
- b) the removal takes place within the two years following the taking-up of appointment,

except where their contract is for less than 12 months. The Director-General may waive this restriction in exceptional circumstances and in the interests of the Organization.

The payment shall not exceed, at the choice of the staff member, the amount of the removal expenses from either the home station or the place of residence.

On termination of contract, the Organization shall pay the removal expenses of staff members, provided that:

- a) they are entitled to the payment of the travel expenses referred to in Article R V 1.09, and
- b) the removal takes place within the two years following the termination of their contract,

except where their contract is for less than 12 months or where they resign during the first year of service. The Director-General may waive these restrictions in exceptional circumstances and in the interests of the Organization.

The payment shall not exceed the amount of the removal expenses to the home station.

In the event of a change of duty station, the Organization shall pay the removal expenses of staff members.

The Organization shall pay sundry expenses necessarily incurred in the course of duty travel, in particular airport taxes, taxi fares, parking and motorway charges and communication costs but excluding tips.

<b><i>REGULATIONS</i></b>
<b>Chapter V - Section 1</b>
Articles R V 1.23 - 1.31
1 September 2016

<i>Article N°</i>	<i>Applicable to</i>	
R V 1.23 Entertainment expenses	Ts	The Director-General shall decide on the payment of entertainment expenses for which he has given prior approval.
R V 1.24 Language course expenses	Ts	For each dependent child of staff members who meet the criteria for the award of the international indemnity, the Organization shall contribute to the payment of: a) language courses in the child's mother tongue, except in French; b) French language courses where the child is not French-speaking.
R V 1.25 Sundry expenses	MP	The Director-General may, at his discretion, authorize the payment in full or in part of heavy expenses incurred in connection with the employment or association of members of the personnel and which are not payable under other Regulations.
R V 1.26 International indemnity	Ts	The Organization shall pay staff members: a) whose home station is outside a circle of 100 km radius, extended to 150 km in the Host States, with its centre at the duty station, and b) who, at the time their contract is drawn up, are resident outside that circle, have been residing within it for less than five years or have been residing within it as a member of personnel of an international organization, an international indemnity under the conditions laid down in Annex R A 8.
R V 1.27 Subsistence indemnity	MP	The Organization shall pay the members of the personnel and any members of their family accompanying them a subsistence indemnity during the types of travel referred to in Articles R V 1.08 to 1.11 and R V 1.16. In the case of duty travel, the indemnity shall not be paid: a) either if the duty-travel destination is situated less than 50 km from the member of the personnel's place of residence and the duty station, b) or during leave taken while on duty travel.
R V 1.28 Amount of the subsistence indemnity	MP	The Director-General shall annually adjust the amounts of the subsistence indemnity to the standard rates published by the United Nations Organization. In the case of duty travel, an amount lower than the standard rate in force may be paid subject to the consent of the members of the personnel concerned and if the Organization's interests so justify.
R V 1.29 Distance indemnity	MPE	In the case of journeys referred to in Articles R V 1.12 and R V 1.15, the Organization shall supplement the travel expenses with a distance indemnity.
R V 1.30 Kilometre allowance	MP	Where the Organization authorizes the use of a private car for journeys on official duty, it shall pay members of the personnel a kilometre allowance. In the absence of such authorization, the payment shall not exceed the cost of the journey by public transport.
R V 1.31 Progressive retirement allowance	Ts	The Organization shall pay staff members participating in a progressive retirement programme a progressive retirement allowance.

<b>REGULATIONS</b>
<b>Chapter V - Section 1</b>
Articles R V 1.32 - 1.38
1 January 2016

<i>Article N°</i>	<i>Applicable to</i>	
R V 1.32 Installation indemnity	MPE	<p>The Organization shall pay:</p> <p>a) staff members who are entitled to the payment of removal expenses, and</p> <p>b) fellows who are entitled to the payment of travel expenses,</p> <p>an installation indemnity when they take up their appointment or change duty station, in accordance with the rates and conditions specified in Annex R A 9.</p>
R V 1.33 Reinstallation indemnity	Ts	<p>The Organization shall pay staff members entitled to the payment of removal expenses a reinstallation indemnity on termination of their contract, in accordance with the rates and conditions specified in Annex R A 10.</p>
R V 1.34 Termination indemnities and grants	Ts	<p>The other indemnities or grants that may be paid to staff members on termination of contract shall be those specified in Annex R A 11.</p>
R V 1.35 Benefits in the event of death	MPE	<p>On the death of an employed member of the personnel, the Organization shall pay to his family a lump sum equal to three months of the remuneration, indemnities and allowances stipulated in the contract of the deceased member of the personnel.</p>
	MP	<p>The Organization shall pay the cost of repatriating the body of deceased members of the personnel or deceased members of their family.</p>
R V 1.36 Advance payments	MPE-MPAx-MPA <sub>t</sub>	<p>Advance payments may be granted to employed members of the personnel and associates for the purpose of exchange of scientists or training.</p>
R V 1.37 Limitation of claims	MP	<p>Claims for payment submitted by the members of the personnel shall not be admissible after six months, except in the case of claims:</p> <p>a) concerning the payment of education fees, which shall not be admissible after one year;</p> <p>b) regarding the calculation of the items shown on the pay slip, which shall not be admissible after two years.</p> <p>The period of admissibility shall run from the date on which the entitlement to the payment begins.</p>
R V 1.38 Obligation to furnish information	MP	<p>Members of the personnel shall declare to the Organization in writing within 30 calendar days:</p> <p>a) the amount of any financial benefits which they or a member of their family are entitled to claim from a source outside the Organization in any area covered by the Regulations;</p> <p>b) any change in their personal status or that of members of their family;</p> <p>c) any health insurance cover and any income or retirement pension deriving from a professional activity from which their spouse benefits outside the Organization;</p> <p>d) the cessation of full-time studies or the taking-up of employment by any of their dependent children;</p> <p>e) any change of usual address.</p>

<b><i>REGULATIONS</i></b>
<b>Chapter V - Section 1</b>
Articles R V 1.39 - 1.42
1 January 2007

<i>Article N°</i>	<i>Applicable to</i>
R V 1.39 Non-concurrence of benefits	MP
R V 1.40 Recovery of undue payments	MP
R V 1.41 Authorization for seizure	MPE
R V 1.42 Waiver of the provisions concerning financial benefits	MP

The amount of the financial benefits referred to in Article R V 1.38 a) shall be deducted from any financial benefits of a similar nature paid by the Organization.

Any undue amount paid by the Organization to members of the personnel must be paid back. The Organization shall be entitled to claim repayment of the undue payment for a period of five years, except where the amount derives from a fraudulent declaration, in which case there shall be no time limit.

The Director-General may authorize the seizure by the competent national authorities of the remuneration or other financial benefits of staff members and fellows who fail to make the following payments when they fall due:

- a) family allowances;
- b) maintenance payments;
- c) compensatory benefits.

In exceptional circumstances and in the interests of the Organization, the Director-General may waive the provisions of the Regulations for the determination of the financial benefits of members of the personnel, with their consent. The prior approval of the President of Council shall be required in the case of members of the personnel appointed by the Council.

<b>REGULATIONS</b>
<b>Chapter V - Section 2</b>
Articles S V 2.01 - 2.03
1 January 2013

## CHAPTER V

### FINANCIAL CONDITIONS

#### Section 2 - Taxation

<i>Article N°</i>	<i>Applicable to</i>
S V 2.01 Internal taxation	MP
S V 2.02 Compliance with national tax legislation	MP
S V 2.03 Reimbursement of direct taxes	MPE

The Organization shall levy an internal tax each year on the financial and family benefits that it pays to the members of the personnel.

Members of the personnel shall comply with the national tax legislation applicable to them.

Employed members of the personnel shall be entitled to reimbursement of any compulsory direct taxes levied by the Member States or Associate Member States on the financial and family benefits paid by the Organization.

<b>REGULATIONS</b>
<b>Chapter V - Section 2</b>
Articles R V 2.01 - 2.05
1 January 2007

**CHAPTER V**  
**FINANCIAL CONDITIONS**  
**Section 2 - Taxation**

<i>Article N°</i>	<i>Applicable to</i>
R V 2.01 Internal tax base	MP
R V 2.02 Taxable amount	MP
R V 2.03 Amount of internal tax	MP
R V 2.04 Levy at source	MP
R V 2.05 Internal tax annual certificate	MP

The internal tax base shall comprise all financial and family benefits paid by the Organization excluding:

- a) travel expenses and sundry expenses necessarily incurred in the course of duty travel;
- b) entertainment expenses;
- c) the subsistence indemnity;
- d) the kilometre allowance.

The taxable amount shall be obtained by deducting from the internal tax base:

- a) subsistence allowances;
- b) travel expenses, other than those referred to in Article R V 2.01;
- c) removal expenses;
- d) language course expenses;
- e) the international indemnity;
- f) the distance indemnity;
- g) the installation indemnity;
- h) the reinstallation indemnity;
- i) the indemnities or grants on termination of contract;
- j) family benefits.

The amount of internal tax shall be obtained by applying a scale, which shall be periodically adjusted by the Director-General, to the taxable amount.

Internal tax shall be levied at source.

As soon as possible at the beginning of each financial year, the Director-General shall provide each member of the personnel with a certificate giving the following details for the previous financial year:

- a) the internal tax base;
- b) the taxable amount;
- c) the amount of internal tax.

<b>RULES</b>
<b>Chapter VI - Section 1</b>
Articles S VI 1.01 - 1.06
1 January 2007

## CHAPTER VI

### SETTLEMENT OF DISPUTES AND DISCIPLINE

#### Section 1 - Settlement of disputes

<i>Article N°</i>	<i>Applicable to</i>	
S VI 1.01 Challenging of a decision by the Director-General	MP	Members of the personnel may challenge an administrative decision (hereinafter decision) by the Director-General where it adversely affects the conditions of employment or association that derive from their contract or from the Rules and Regulations.
S VI 1.02 Request for the Director-General to take a decision	MP	Members of the personnel may request the Director-General in writing to take a decision on their case. The Director-General shall notify them of his decision, giving reasons, within 60 calendar days of receipt of the request. When this time limit has expired, the absence of a reply to the request shall be deemed to be an implicit decision of rejection, which may also be challenged.
S VI 1.03 Procedures for the settlement of disputes	MP	A decision may be challenged: a) within the Organization, either through the review procedure or directly through the internal appeal procedure. These two procedures cannot be initiated simultaneously with respect to the same decision; b) by filing a complaint with the Administrative Tribunal of the International Labour Organization (ILOAT) once the decision is final, i.e. when it cannot be challenged within the Organization or when internal procedures have been exhausted.
S VI 1.04 Review procedure	MP	A request for a review shall be addressed to the Director-General, who shall take a new decision.
S VI 1.05 Internal appeal procedure	MP	An internal appeal shall be addressed to the Director-General who, if he deems it receivable, shall consult the Joint Advisory Appeals Board (JAAB) prior to taking any final decision on the merits.
S VI 1.06 Appeal against a decision by the Administrator of the Pension Fund	MPE	An internal appeal against a decision by the Administrator of the Pension Fund shall be dealt with according to the Fund's Rules and Regulations.



<b><i>RULES</i></b>
<b>Chapter VI - Section 1</b>
Article S VI 1.07
31 March 2015

<i>Article N°</i>	<i>Applicable to</i>
S VI 1.07 Direct referral to the ILOAT	MP

An internal appeal shall not be lodged against the following decisions:

- a) dismissal notified during the probation period;
- b) dismissal of staff members appointed by the Council;
- c) dismissal for particularly serious misconduct;
- d) a decision taken following recommendations by the Joint Advisory Rehabilitation and Disability Board;
- e) a decision taken following recommendations by the Joint Advisory Disciplinary Board;
- f) a decision taken as a result of the procedure for the settlement of disputes provided for in the Rules of the Organization's Health Insurance Scheme.

Any complaint against such decisions shall be referred directly to the ILOAT.

Furthermore, the Director-General may authorize members of the personnel to challenge a decision not listed in paragraphs a) to f) directly before the ILOAT.

<b>REGULATIONS</b>
<b>Chapter VI - Section 1</b>
Articles R VI 1.01 - 1.06
1 January 2013

## CHAPTER VI

### SETTLEMENT OF DISPUTES AND DISCIPLINE

#### Section 1 - Settlement of disputes

<i>Article N°</i>	<i>Applicable to</i>
R VI 1.01 Non-suspensive effect of the review and internal appeal	MP
R VI 1.02 Time limits applicable to the review and internal appeal	MP
R VI 1.03 Implicit decision of rejection	MP
R VI 1.04 Form of the review and of the internal appeal	MP
R VI 1.05 Receivability of the review or of the internal appeal	MP
R VI 1.06 Review procedure	MP

The submission of a request for a review or an internal appeal shall not suspend the application of the challenged decision.

The request for a review shall be submitted within 30 calendar days of notification of the challenged decision.

The internal appeal shall be lodged within 60 calendar days of notification of the challenged decision.

Where the Director-General does not take action within 60 calendar days of receiving a request for a review or an internal appeal, the challenged decision shall be deemed to be final and may then be challenged before the ILOAT.

The request for a review and the internal appeal shall be addressed in writing to the Director-General. They shall be signed by the member of the personnel and shall include the following basic documents:

- a) copy of the challenged decision or of the request for a decision;
- b) written summary of the reasons.

Any challenge of a decision shall be treated as a request for a review if the member of the personnel has not clearly indicated his choice between the review procedure and the internal appeal procedure.

The review and internal appeal procedures shall relate to individual members of the personnel. Several identical, individual requests for a review or an internal appeal may be submitted and dealt with on a group basis.

Upon receipt of a request for a review or of an internal appeal, the Director-General shall first examine whether it is receivable. In particular, it may be declared to be irreceivable when it:

- a) challenges an act which does not satisfy the conditions of Article S VI 1.01;
- b) does not comply with the formal requirements stipulated in Article R VI 1.04;
- c) is submitted outside the time limits;
- d) is submitted by a person who is not a member of the personnel;
- e) challenges a final decision or a decision on a matter having the authority of res judicata;
- f) challenges a decision concerning the Organization's Health Insurance Scheme.

Where the Director-General rejects a request for a review or an internal appeal on grounds of irreceivability, he shall give the reasons for his decision in writing. The challenged decision shall then become final.

The review procedure, which shall be confidential, may be initiated by members of the personnel prior to lodging an internal appeal.

<b>REGULATIONS</b>
<b>Chapter VI - Section 1</b>
Articles R VI 1.07 - 1.13
1 January 2007

<i>Article N°</i>	<i>Applicable to</i>
R VI 1.07 Decision at the conclusion of the review procedure	MP
R VI 1.08 Referral to the JAAB	MP
R VI 1.09 Internal appeal procedure	MP
R VI 1.10 Composition of the JAAB	MP
R VI 1.11 Chairman of the JAAB	MP
R VI 1.12 Right of objection to members of the JAAB	MP
R VI 1.13 Replacement of members of the JAAB	MP

Where a request for a review is receivable, the Director-General shall take a decision on the merits within 60 calendar days of receiving it. He shall take a new decision, which shall cancel and replace the initial decision and may be the subject of an internal appeal.

Where an internal appeal is receivable, the Director-General shall consult the JAAB before deciding on its merits. He shall refer the case to it within 30 calendar days of receiving the appeal.

The internal appeal procedure shall be adversarial and confidential. The JAAB may at any time take any investigative measures which it deems necessary and appropriate for the examination of the case.

The JAAB shall comprise:

- a) one member appointed by the Director-General;
- b) one member appointed by the Staff Association;
- c) one member chosen by the other two members (by mutual agreement or, if this proves impossible, by drawing lots) from a list of ten staff members that they shall draw up once per year.

The member appointed by the Director-General and the member appointed by the Staff Association shall each have two alternates.

The members and alternate members of the JAAB shall be staff members of the Organization. They may not at the same time be members or alternate members of the Joint Advisory Disciplinary Board.

The member chosen in accordance with Article R VI 1.10 c) shall chair the JAAB. He shall represent it in all procedural matters and may, in particular, grant an extension of the time limits upon written request.

Within ten calendar days of notification of the composition of the JAAB by its Chairman, the member of the personnel having lodged the appeal may object in writing to one or more of its members. He may exercise his right of objection once only.

Where the member appointed by the Director-General or the member appointed by the Staff Association:

- a) is absent or unavailable,
- b) belongs to the same Department as the member of the personnel having lodged the appeal (with the exception of appeals dealt with on a group basis), or
- c) has been objected to,

he shall be replaced by his first or, failing this, by his second alternate member.

Where an objection is raised against the Chairman, he shall be replaced by one of the remaining persons on the list referred to in Article R VI 1.10 c), who shall be chosen by drawing lots.

Once the composition of the JAAB has been finalized, its members may not be replaced during the procedure except in the event of force majeure. If such is the case, the parts of the procedure already completed shall remain valid.

<b>REGULATIONS</b>
<b>Chapter VI - Section 1</b>
Articles R VI 1.14 - 1.19
1 January 2007

<i>Article N°</i>	<i>Applicable to</i>	
R VI 1.14 Examination of the case by the JAAB	MP	<p>The JAAB shall begin to examine the case within 30 calendar days of its composition being finalized. Its examination shall be based on:</p> <ol style="list-style-type: none"> <li>a) the documents which the member of the personnel having lodged the appeal has submitted to the Director-General;</li> <li>b) the Organization's written comments which must be submitted to the JAAB before the end of the above-mentioned time limit.</li> </ol>
R VI 1.15 Hearing by the JAAB	MP	<p>The Chairman of the JAAB shall convene a hearing in camera and shall notify the parties in writing. Subject to the prior agreement of the Chairman, both parties may call to the hearing any witness or expert they deem necessary.</p> <p>The hearing shall be recorded. This recording shall serve as the official record, and the parties shall receive a copy of it on request.</p>
R VI 1.16 Assistance and representation at the JAAB	MP	<p>During the hearing:</p> <ol style="list-style-type: none"> <li>a) the Organization shall be represented by a member of the personnel, who may be assisted by another member of the personnel;</li> <li>b) the member of the personnel having lodged the internal appeal may be assisted, or in the event of force majeure represented, by a member or former member of the personnel. The Chairman shall notify him of this right beforehand in writing.</li> </ol>
R VI 1.17 Report by the JAAB	MP	<p>The JAAB shall draw up a report which shall include the following elements:</p> <ol style="list-style-type: none"> <li>a) description of the subject of the dispute;</li> <li>b) statement of procedure;</li> <li>c) main arguments of the parties;</li> <li>d) summary of any hearings of witnesses or experts;</li> <li>e) considerations of the JAAB;</li> <li>f) recommendation of the JAAB.</li> </ol> <p>The JAAB shall forward its report to the Director-General within 30 calendar days of the closure of the hearing.</p>
R VI 1.18 Decision of the Director-General following the internal appeal procedure	MP	<p>Within 30 calendar days of receiving the report by the JAAB, the Director-General shall:</p> <ol style="list-style-type: none"> <li>a) notify the member of the personnel of his decision in writing;</li> <li>b) forward the JAAB's report to him;</li> <li>c) where applicable, indicate his reasons for not following the Board's recommendation.</li> </ol> <p>The decision of the Director-General shall be final. Unless the member of the personnel objects, this decision and the report of the JAAB shall be brought to the notice of the members of the personnel.</p>
R VI 1.19 Complaint to the ILOAT	MP	<p>A complaint may be filed with the ILOAT in accordance with the latter's Statute and Rules.</p>

<b>RULES</b>
Chapter VI - Section 2
Articles S VI 2.01 - 2.07
1 September 2016

## CHAPTER VI

### SETTLEMENT OF DISPUTES AND DISCIPLINE

#### Section 2 - Discipline

<i>Article N°</i>	<i>Applicable to</i>	
S VI 2.01 Grounds for disciplinary action	MP	The Director-General may take disciplinary action against members of the personnel who, whether intentionally or through carelessness, are guilty of a breach of the Rules and Regulations or of misconduct that is to the detriment of the Organization.
S VI 2.02 Disciplinary action	MP	Depending on the gravity of the breach or misconduct involved, the disciplinary action shall be: <ol style="list-style-type: none"> <li>a) a warning;</li> <li>b) a reprimand;</li> <li>c) suspension without remuneration or pay for a period not exceeding six months;</li> <li>d) downward adjustment of the staff member's salary;</li> <li>e) demotion;</li> <li>f) dismissal.</li> </ol>
S VI 2.03 Right of reply	MP	No disciplinary action shall be taken unless the impugned member of the personnel has been given the right to reply.
S VI 2.04 Consultation of the Joint Advisory Disciplinary Board (JADB)	MP	Subject to the provisions of Article S VI 2.05, the Director-General shall consult the Joint Advisory Disciplinary Board (JADB) before taking any disciplinary action other than a warning or a reprimand.
S VI 2.05 Particularly serious misconduct	MP	Where the Director-General considers that a member of the personnel is guilty of particularly serious misconduct, he may decide to dismiss him without notice and without consulting the JADB.
S VI 2.06 Disciplinary procedure for staff members appointed by the Council	Ts	Where the impugned staff member was appointed by the Council, the President of the Council, having considered a report by the Director-General, shall decide upon any disciplinary action and, where appropriate, the procedure to be followed.
S VI 2.07 Exercise of the authority of the Director-General in disciplinary matters	MP	The Director-General shall exercise his authority for disciplinary matters through: <ol style="list-style-type: none"> <li>a) the Head of the Human Resources Department for the investigation of disciplinary matters;</li> <li>b) the Head of Department of the impugned member of the personnel for decisions to issue a warning or a reprimand;</li> <li>c) the Director in charge of Administration for all other decisions on disciplinary matters, except those concerning dismissal.</li> </ol>

*Article S VI 2.08 deleted on 1 January 2013*

<b>REGULATIONS</b>
<b>Chapter VI - Section 2</b>
Articles R VI 2.01 - 2.07
1 January 2013

## CHAPTER VI

### SETTLEMENT OF DISPUTES AND DISCIPLINE

#### Section 2 - Discipline

<i>Article N°</i>	<i>Applicable to</i>
R VI 2.01 Investigation of disciplinary matters	MP
R VI 2.02 Incompatibility	MP
R VI 2.03 Procedure in the event of a warning or reprimand	MP
R VI 2.04 Placement on file of the warning or reprimand	MP
R VI 2.05 Other disciplinary actions	MP
R VI 2.06 Right of reply	MP
R VI 2.07 Referral to the JADB	MP

The Head of the Human Resources Department shall be responsible for investigating disciplinary matters:

- a) either on the initiative of the Heads of Department, who shall refer any facts liable to give rise to disciplinary action to him within 60 calendar days of their becoming known,
- b) or on his own initiative.

If the impugned member of the personnel belongs to the Human Resources Department, the Director-General shall refer the matter to another Head of Department for investigation.

If the Head of the Human Resources Department or the Head of Department to whom the matter is referred pursuant to Article R VI 2.02 considers that a warning or a reprimand constitutes an appropriate disciplinary action, he shall so inform the Head of Department concerned within ten calendar days of the case being referred to him.

Where a warning or a reprimand is to be issued, the fact(s) liable to give rise to disciplinary action shall be stated in a letter from the Head of Department to the impugned member of the personnel.

This letter shall mention that the latter has the right to reply within ten calendar days of receipt of the letter. Once this time limit has expired, the Head of Department, after consulting the Head of the Human Resources Department, shall have 30 calendar days within which to issue any warning or reprimand by means of a new letter.

The warning shall be cancelled after one year unless another disciplinary action is taken before that period has elapsed, in which case the warning shall be placed in the personal administrative file of the impugned member of the personnel and shall become irrevocable.

The reprimand and the documents relating thereto, including any reply of the impugned member of personnel, shall be placed in his personal administrative file. The reprimand shall be cancelled after three years unless another disciplinary action is taken before that period has elapsed, in which case the reprimand shall become irrevocable.

If the Head of the Human Resources Department or the Head of Department to whom the matter is referred pursuant to Article R VI 2.02 considers that more severe disciplinary action than a reprimand is required, he shall so inform the Director in charge of Administration within ten calendar days of the case being referred to him.

The Director in charge of Administration shall inform the impugned member of the personnel in writing of the fact(s) liable to give rise to more severe disciplinary action than a reprimand. This letter shall state the right of the impugned member of the personnel to reply within ten calendar days of the date of receipt.

Within ten calendar days of the expiry of the time limit specified in Article R VI 2.06, the Director in charge of Administration shall decide whether or not to refer the matter to the JADB and shall inform the impugned member of the personnel of his decision in writing.

<b>REGULATIONS</b>
<b>Chapter VI - Section 2</b>
Articles R VI 2.08 - 2.14
1 January 2013

<i>Article N°</i>	<i>Applicable to</i>	
R VI 2.08 Disciplinary procedure	MP	The disciplinary procedure shall be adversarial and confidential. The JADB may at any time initiate any investigative measures it deems necessary and appropriate for the examination of the case.
R VI 2.09 Composition of the JADB	MP	<p>The JADB shall comprise:</p> <ul style="list-style-type: none"> <li>a) one member appointed by the Director-General;</li> <li>b) one member appointed by the Staff Association;</li> <li>c) one member chosen by the other two members (by mutual agreement or, if this proves impossible, by drawing lots) from a list of ten staff members that they shall draw up once per year.</li> </ul> <p>The member appointed by the Director-General and the member appointed by the Staff Association shall each have two alternates.</p> <p>The members and alternate members of the JADB shall be staff members of the Organization. They may not at the same time be members or alternate members of the Joint Advisory Appeals Board.</p>
R VI 2.10 Chairman of the JADB	MP	The member chosen in accordance with Article R VI 2.09 c) shall chair the JADB. He shall represent it in all procedural matters and may, in particular, grant an extension of the time limits upon written request.
R VI 2.11 Right of objection to members of the JADB	MP	Within ten calendar days of notification of the composition of the JADB by its Chairman, the impugned member of the personnel may object in writing to one or more of its members. He may exercise his right of objection once only.
R VI 2.12 Replacement of members of the JADB	MP	<p>Where the member appointed by the Director-General or the member appointed by the Staff Association:</p> <ul style="list-style-type: none"> <li>a) is absent or unavailable,</li> <li>b) belongs to the same Department as the impugned member of the personnel, or</li> <li>c) has been objected to,</li> </ul> <p>he shall be replaced by his first or, failing this, by his second alternate member.</p> <p>Where an objection is raised against the Chairman, he shall be replaced by one of the remaining persons on the list referred to in Article R VI 2.09 c), who shall be chosen by drawing lots.</p> <p>Once the composition of the JADB has been finalised, its members may not be replaced during the procedure except in the event of force majeure. If such is the case, the parts of the procedure already completed shall remain valid.</p>
R VI 2.13 Examination of the case by the JADB	MP	<p>The JADB shall begin to examine the case within 30 calendar days of its composition being finalized. Its examination shall be based on:</p> <ul style="list-style-type: none"> <li>a) the letter of the Director in charge of Administration referred to in Article R VI 2.06;</li> <li>b) any reply from the impugned member of the personnel.</li> </ul>
R VI 2.14 Hearing before the JADB	MP	<p>The Chairman of the JADB shall convene a hearing in camera and shall notify the parties in writing. Subject to the prior agreement of the Chairman, both parties may call to the hearing any witness or expert they deem necessary.</p> <p>The hearing shall be recorded. This recording shall serve as the official record, and the parties shall receive a copy of it on request.</p>

<b>REGULATIONS</b>
<b>Chapter VI - Section 2</b>
Articles R VI 2.15 - 2.18
1 January 2013

<i>Article N°</i>	<i>Applicable to</i>
R VI 2.15 Assistance and representation at the JADB	MP
R VI 2.16 Report by the JADB	MP
R VI 2.17 Decision following the disciplinary procedure	MP
R VI 2.18 Compulsory special leave	MP

During the hearing:

- a) the Organization shall be represented by a member of the personnel, who may be assisted by another member of the personnel;
- b) the impugned member of the personnel may be assisted, or in the event of force majeure represented, by a member or former member of the personnel. The Chairman shall notify him of this right beforehand in writing.

The JADB shall draw up a report which shall include the following elements:

- a) fact(s) liable to give rise to disciplinary action;
- b) statement of procedure;
- c) main arguments of the parties;
- d) evidence submitted by the parties and evaluation of the JADB;
- e) summary of any hearings of witnesses or experts;
- f) considerations of the JADB, including any aggravating or mitigating circumstances;
- g) any disciplinary action recommended by the JADB;
- h) except in the case of dismissal, the time limit after which all trace of disciplinary action shall be removed from the personal administrative file of the impugned member of the personnel.

Within 30 days of the end of the hearing, the JADB shall forward its report to the Director in charge of Administration, or to the Director-General where the recommended disciplinary action is dismissal.

Within 30 calendar days of receiving the report of the JADB, the Director in charge of Administration, or, in the case of dismissal, the Director-General, shall:

- a) decide whether disciplinary action is to be taken and notify the impugned member of the personnel of his decision in writing;
- b) forward the report of the JADB to him;
- c) where applicable, indicate his reasons for not following the Board's recommendation;
- d) inform him of the time limit after which all trace of disciplinary action shall be removed from his personal administrative file, unless the action is dismissal, in which case the decision shall remain in the personal administrative file.

Compulsory special leave during the disciplinary procedure shall be an administrative measure, without disciplinary character, which may not prejudice the final decision. It shall not exceed six months.



## CHAPTER VII

### RELATIONS WITH THE PERSONNEL

<b>RULES</b>
<b>Chapter VII</b>
Articles S VII 1.01 - 1.08
1 January 2007

<i>Article N°</i>	<i>Applicable to</i>	
S VII 1.01 Relations between the Director-General and the personnel	MP	Independently of the hierarchical channels, the relations between the Director-General and the personnel shall be established either on an individual basis or on a collective basis with the Staff Association as intermediary.
S VII 1.02 Information of the members of the personnel	MP	The Director-General shall keep members of the personnel informed of the general policy of the Organization.
S VII 1.03 Statutes of the Staff Association	MP	The statutes of the Staff Association approved by the personnel shall be compatible with the aims and activities of the Organization and with its status as an intergovernmental organization. The Director-General shall be the judge of this compatibility.
S VII 1.04 Representation in the advisory bodies	MP	The Staff Association shall be entitled to be represented in the various advisory bodies provided for in the Rules and Regulations.
S VII 1.05 Guarantees for representatives of the personnel	MP	The Director-General shall ensure that the members of the personnel elected to the Staff Association Council and the officials of the Association are allowed the time, premises and freedom of expression necessary for the performance of the duties of their office. The guarantees regarding freedom of expression shall be subject to the conditions laid down in Articles S I 3.01 and 3.07.
S VII 1.06 Tenure of elected office	MP	The tenure of elected office in the Staff Association shall have no effect on the career of the members of the personnel nor on any disciplinary measure affecting them. In this connection, elected members of the personnel may not be dismissed: <ul style="list-style-type: none"> <li>a) for unsatisfactory service, nor as a result of a reduction of complement, nor owing to the suppression of a post, without prior consultation of the Joint Advisory Appeals Board, or</li> <li>b) for disciplinary reasons without prior consultation of the Joint Advisory Disciplinary Board.</li> </ul>
S VII 1.07 Standing Concertation Committee (SCC)	MP	General matters concerning the personnel shall be subject to discussion between the Director-General and the Staff Association.  Discussion shall mean a procedure whereby the Director-General and the Staff Association concert together to try to reach a common position.  A Standing Concertation Committee (SCC) shall be established for this purpose.
S VII 1.08 Discussion within the SCC	MP	Any proposed measures of a general nature regarding the conditions of employment or association of members of the personnel shall be the subject of discussion within the SCC.

## CHAPTER VII

### RELATIONS WITH THE PERSONNEL

<b><i>RULES</i></b>
<b>Chapter VII</b>
Articles R VII 1.01 - 1.04
1 January 2007

<i>Article N°</i>	<i>Applicable to</i>
R VII 1.01 Composition of the SCC	MP
R VII 1.02 Appointments to the SCC	MP
R VII 1.03 Referral of matters to the SCC	MP
R VII 1.04 Internal rules of procedure of the SCC	MP

The SCC shall be composed of ten members. Its Chairman shall be chosen by the Director-General from among the members representing him and its Vice-Chairman by the Staff Association from among the members representing it.

The Director-General and the Staff Association shall each appoint five members of the SCC. Each member may arrange to be represented if need be.

A matter may be referred to the SCC by the Director-General or by the Staff Association.

The SCC shall draw up its rules of procedure which shall be subject to the approval of the Director-General.

## CHAPTER VIII

### FINAL PROVISIONS

<b>RULES</b>
<b>Chapter VIII</b>
Articles S VIII 1.01 - 1.03
1 January 2007

<i>Article N°</i>	<i>Applicable to</i>
S VIII 1.01 Date of entry into force	MP
S VIII 1.02 Acquired rights (termination of contract)	MP
S VIII 1.03 Acquired rights (maximum total duration of appointment)	Ts

The present edition of the Rules and Regulations shall come into force on 1 January 2007. It shall supersede the previous edition of 1 January 1996 and any administrative provisions which may be in contradiction with it.

Members of the personnel shall have an acquired right to the most favourable of the termination-of-contract conditions to which they have been entitled.

Staff members holding a limited-duration or a fixed-term contract on 31 December 2005 shall remain entitled to the more favourable conditions regarding the maximum total duration of appointment on such contracts, as laid down in the previous edition of the Rules and Regulations.

<b><i>RULES</i></b>
<b>Annex A 1 - page 1</b>
1 September 2016
<b><i>Applicable to:</i></b> Ts-Fb-MPA

## **Periodic reviews of the financial and social conditions of members of the personnel**

(Article S V 1.02)

In accordance with Article S V 1.02, the periodic reviews of the financial and social conditions of members of the personnel consist of a five-yearly general review of financial and social conditions (hereinafter "the five-yearly review") and an annual review of basic salaries, stipends, subsistence allowances and family benefits (hereinafter "the annual review").

In the framework of the five-yearly review, the Council may also decide to review any of the procedures defined hereinafter for application at subsequent reviews.

### **I. FIVE-YEARLY REVIEWS**

#### **A. Staff members and fellows**

##### **1. Staff members**

###### **a. Purpose**

1. The purpose of the five-yearly review is to ensure that the financial and social conditions offered by the Organization allow it to recruit and retain the staff members required for the execution of its mission from all its Member States. In accordance with Article S II 1.03, these staff members must be of the highest competence and integrity.
2. The five-yearly review must include basic salaries and may include any other financial or social conditions.

###### **b. Procedure**

###### ***i. Starting the procedure***

3. The Director-General shall submit to the Council:
  - a) for information and discussion, a document identifying the Organization's main recruitment markets (e.g., industry, national laboratories, intergovernmental organizations, as the case may be) for staff members in grades 1 to 3 and for staff members in grades 4 to 10 respectively;
  - b) for information and discussion, a report analysing the recruitment and retention of staff members;
  - c) for decision, a proposal identifying the financial and social conditions to be reviewed.

###### ***ii. Data collection***

- 4.1 Data on salaries shall be collected from employers that recruit from the markets identified in the document mentioned in paragraph 3 a) above.
  - a) For grades 1 to 3, these shall be the employers established in the local region of the Organization that offer salaries that are among the most competitive.
  - b) For grades 4 to 10, these shall be the employers established in the Member States that offer the most competitive salaries according to the data collected from the Organisation for Economic Cooperation and Development (OECD) or, where not available from the latter from any other official source.
- 4.2 For all grades, data on the other financial and social conditions to be examined are collected from the intergovernmental organisations that offer financial and social conditions that are among the most competitive, e.g. ESA, the United Nations, the European Union, as the case may be.

###### ***iii. Comparison***

5. The financial and social conditions of staff members shall be compared with the data collected from the relevant employers identified in paragraphs 4.1 and 4.2.

<b><i>RULES</i></b>
<b>Annex A 1 - page 2</b>
1 January 2012
<b><i>Applicable to:</i></b> Ts-Fb-MPA

***iv. Proposals and decision***

6. The results of the comparison constitute a guide for the Director-General to use in making his proposals, and for the Council in taking its decision relating to any adjustment of the financial and social conditions of staff members. In taking its decision, the Council may take into account all relevant objective criteria related to the proper functioning of the Organization, including its budgetary situation.

**2. Fellows**

**a. Purpose**

7. The purpose of the five-yearly review is to ensure that the financial and social conditions offered to fellows remain attractive compared to those in comparable research institutions.
8. The five-yearly review must include stipends and may include any other financial or social conditions.

**b. Procedure**

***i. Starting the procedure***

9. The Director-General shall submit to the Council:
- a) for information and discussion, a document identifying the research institutions from which data will be collected;
  - b) for decision, a proposal identifying the financial and social conditions to be reviewed.

***ii. Data collection and comparison***

10. The financial and social conditions of fellows shall be compared with the data collected from the research institutions identified in the document mentioned in paragraph 9 a) above.

***iii. Proposals and decision***

11. The results of the comparison shall constitute a guide for the Director-General to use in making his proposals, and for the Council in taking its decision relating to any adjustment of the financial and social conditions of fellows.

**B. Associated members of the personnel**

**1. Purpose**

12. The purpose of the five-yearly review is to ensure that the financial and social conditions offered by the Organization to associated members of the personnel allow it to host them in its research facilities, taking into account the highest cost-of-living level in the local region of the Organization.
13. The five-yearly review must include subsistence allowances and may include any other financial or social conditions.

**2. Procedure**

**a. Starting the procedure**

14. The Director-General shall submit to the Council for decision a proposal identifying the financial and social conditions to be reviewed.

**b. Proposals and decision**

15. Taking into account the purpose set out in paragraph 12 above, the Director-General shall propose and the Council shall decide upon any adjustment of the financial and social conditions of associated members of the personnel.

<b><i>RULES</i></b>
<b>Annex A 1 - page 3</b>
1 July 2007
<b><i>Applicable to:</i></b> Ts-Fb-MPA

## II. ANNUAL REVIEWS

### A. Annual review of basic salaries and stipends

#### 1. Purpose

16. The purpose of this annual review is to protect basic salaries and stipends from the erosion of purchasing power resulting from any increase in the cost of living (as described in paragraph 18).

#### 2. Procedure

##### a. Principle

17. Basic salaries and stipends shall be reviewed using the basic salary and stipend index, the composition and method of calculation of which are detailed below.

##### b. Calculation of the basic salary and stipend index

18. The basic salary and stipend index shall consist of the following two components:

a) First component

The Geneva cost-of-living movement for a twelve-month period from August of the year preceding the current year to August of the current year (according to the data supplied by the Statistical Office of the Canton of Geneva, taking the index for the month of August in the year preceding the current year as base 100).

b) Second component

The average movements of the real net salaries of the civil servants:

- of the Swiss Federal Public Service, and
- of the Member States whose regular contribution in the current year is more than 2% of the Organization's Budget, for a twelve-month period from June of the year preceding the current year to June of the current year (according to the data supplied by the Statistical Office of the European Communities – EUROSTAT - taking the index for June of the year preceding the current year as base 100).

Half of the second component shall consist of the data concerning Switzerland and the other half shall consist of the data for the other Member States, determined using the above criterion, weighted according to the distribution of those Member States' nationals among the Organization's personnel (according to the personnel statistics at 31 December of the year preceding the current year).

19. The basic salary and stipend index shall be calculated on the basis of the data collected for the two components specified above using the following formula:

$$I = \frac{Gva * [CH + \sum_{n=1}^p a_n * s_n] / 2}{100}$$

- I** Basic salary and stipend index
- Gva** Geneva cost-of-living movement (August-August)
- CH** Average movement of real net salaries of the civil servants of the Swiss Federal Public Service (June-June)
- a<sub>n</sub>** Weighting for Member State n
- s<sub>n</sub>** Average movement of real net salaries of civil servants in the Civil Service of Member State n (June-June)
- p** Number of Member States determined using the criterion set out in paragraph 18b)

<b><i>RULES</i></b>
<b>Annex A 1 - page 4</b>
1 July 2007
<i>Applicable to:</i> Ts-Fb-MPA

**c. Proposals and decision**

20. The basic salary and stipend index calculated according to the method indicated above shall constitute a guide for the Director-General to use in making his proposals, and for the Council in taking its decision on any annual adjustment of basic salaries and stipends, for entry into force on 1 January of the following year.

**B. Annual review of subsistence allowances and family benefits**

**1. Purpose**

21. The purpose of this annual review is to protect subsistence allowances and family benefits (as defined in Chapter IV, Section 1) from any erosion of purchasing power resulting from the increase in the cost of living.

**2. Procedure**

**a. Principle**

22. The annual review of subsistence allowances and family benefits shall be performed using the Geneva cost-of-living movement calculated in accordance with paragraph 18 a) above.

**b. Proposals and decision**

23. The Geneva cost-of-living movement calculated in accordance with paragraph 18 a) above shall constitute a guide for the Director-General to use in making his proposals, and for the Council in taking its decision on any annual adjustment of subsistence allowances and family benefits.

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<b><i>REGULATIONS</i></b>
<b>Annex R A 1</b>
<i>Deleted on 1 September 2016</i>
<i>Applicable to: Ts</i>

{Former page 66 deleted on 1 September 2016:  
Modification N°11 of 11<sup>th</sup> edition}



<b>REGULATIONS</b>
<b>Annex R A 2</b>
Articles R A 2.01 – 2.02
1 September 2016

## Financial awards

(Article R II 2.14)

<i>Article N°</i>	<i>Applicable to</i>
R A 2.01 Amount of the extraordinary service award	Ts
R A 2.02 Amount of the responsibility award	Ts

The extraordinary service award provided for in Article R II 2.14 may be granted to a staff member for service rendered individually or as a member of a team. The amount of the award to a staff member for extraordinary service rendered individually shall be between 1000 and 5000 CHF. In the case of extraordinary service rendered as a member of a team, the amount of the award for each staff member shall be between 500 and 5000 CHF.

The responsibility award provided for in Article R II 2.14 shall correspond to a maximum of 10% of the basic monthly salary of the staff member concerned.

The award shall be paid for a maximum of six consecutive years, except in the case of staff members appointed by the Council to whom this maximum shall not apply.

*Article R A 2.03 deleted on 1 September 2016*

<b>REGULATIONS</b>
<b>Annex R A 3</b>
Articles R A 3.01 – 3.03
1 January 2009

<i>Article N°</i>	<i>Applicable to</i>
R A 3.01 Family allowance	Ts-Fb
R A 3.02 Child allowance	Ts-Fb
R A 3.03 Infant allowance	Ts-Fb

## **Family allowances**

(Articles R IV 1.01 to 1.03)

Family allowance (Article R IV 1.01):  
381 Swiss francs per month

Child allowance (Article R IV 1.02):  
456 Swiss francs per month

Infant allowance (Article R IV 1.03):  
206 Swiss francs per month

<b>REGULATIONS</b>
<b>Annex R A 4</b>
Article R A 4.01
1 January 2013

## Education fees

(Articles R IV 1.04 to 1.05)

<i>Article N°</i>	<i>Applicable to</i>
R A 4.01 Education fees	Ts-Fb
	Ts
	Ts-Fb
	MPAx

- A) For nursery school to secondary school education:
- a) Staff members who meet the criteria for the award of the international indemnity and fellows shall be entitled to payment of:
    - 1) 75% of the school fees incurred for each child attending an educational establishment in the local area, up to a maximum of 14'492 Swiss francs per year;
    - 2) 75% of the school fees incurred, as well as a lump-sum for accommodation, for each child attending an educational establishment outside the local area and on the territory of the Member State or Associate Member State of which the staff member or fellow is a national, up to a maximum of 16'809 Swiss francs per year.
  - b) Staff members who do not meet the criteria for the award of the international indemnity shall be entitled to payment of the registration fees they are obliged to pay, by virtue of their fiscal status, for each child enrolled at a public education establishment in the Host States.
- B) For post-secondary education, all staff members and fellows shall be entitled to payment of:
- 1) 75% of the school fees incurred for each child attending an educational establishment in the local area, up to a maximum of 14'492 Swiss francs per year;
  - 2) 75% of the school fees incurred, as well as a lump-sum for accommodation, for each child attending an educational establishment outside the local area on the territory of a Member State or Associate Member State, up to a maximum of 16'809 Swiss francs per year.
- C) For nursery school to post-secondary school education, certain subcategories of associates specified by the Director-General shall be entitled to the payment of 75% of school fees up to a maximum of 14'492 Swiss francs per year for each child provided that:
- 1) the duration of their associate contract is for at least six months, and
  - 2) the child resides with them for at least six months and attends an educational establishment in the local area.

<b>REGULATIONS</b>
<b>Annex R A 4 - page 2</b>
Articles R A 4.02 - 4.05
1 January 2013

<i>Article N°</i>	<i>Applicable to</i>
<p>R A 4.02 Education fees (handicapped children)</p>	<p>Ts-Fb- MPAx</p>
<p>R A 4.03 Education fees (local area)</p>	<p>Ts-Fb- MPAx</p>
<p>R A 4.04 Reduction of education fees</p>	<p>Ts-Fb- MPAx</p>
<p>R A 4.05 Education fees (death of the member of the personnel)</p>	<p>Ts-Fb- MPAx</p>

Expenses connected with the education of handicapped children who are recognized as such by the Director-General shall be paid as follows:

- a) 100%, without any ceiling, of school fees incurred in a specialized institution;
- b) 100%, without any ceiling, of the cost of full or half board in a specialized institution, without any restriction on the distance from the place of residence;
- c) travel expenses corresponding to four return journeys per year for the child and one person accompanying him, if the specialized institution is located at a distance of more than 40 km from the parents' residence;
- d) 100%, without any ceiling, of daily travel expenses for the purposes of education, occupation or treatment as an outpatient, within a radius of 40 km.

Where the criteria laid down in Article R A 4.01 C) are met, these provisions shall apply to certain subcategories of associates specified by the Director-General.

The local area shall be that contained within a circle with a radius of 20 km with its centre at the duty station or at the place of residence.

The payment of education fees shall be reduced proportionally if:

- a) the contract of the member of the personnel does not cover the whole of the academic year for a reason other than death, or
- b) the child does not attend the educational establishment for the whole of the academic year.

In the event of the death of the member of personnel, entitlement to payment of education fees shall continue until the end of the school year.

<b>REGULATIONS</b>
<b>Annex R A 5</b>
1 September 2016
<i>Applicable to: Ts</i>

**Monthly basic salaries of staff members (in Swiss francs)**

(Article R V 1.01)

<b>Midpoint, minimum and maximum values for grades</b>																			
Grade 1		Grade 2		Grade 3		Grade 4		Grade 5		Grade 6		Grade 7		Grade 8		Grade 9		Grade 10	
Min	3858	Min	4592	Min	5464	Min	6503	Min	7738	Min	8513	Min	10130	Min	12055	Min	14346	Min	17072
Midpoint	4630	Midpoint	5510	Midpoint	6557	Midpoint	7803	Midpoint	9286	Midpoint	10215	Midpoint	12156	Midpoint	14466	Midpoint	17215	Midpoint	20486
Max	5402	Max	6428	Max	7650	Max	9104	Max	10834	Max	11918	Max	14182	Max	16877	Max	20084	Max	23900

<b>REGULATIONS</b>
<b>Annex R A 6</b>
Articles R A 6.01 – 6.02
1 January 2011

## **Stipends of fellows**

(Article R V 1.02)

<i>Article N°</i>	<i>Applicable to</i>
R A 6.01 Stipends of fellows	Fb
R A 6.02 Basis for the social contributions of fellows	Fb

Stipends in Swiss francs effective on 1.1.2011:

- a) basic stipend: 4465 per month;
- b) supplement: between 700 and 3578 per month.

The social contributions of fellows shall be calculated on the basis of:

- a) the basic stipend for the Pension Fund; and
- b) the total stipend for the Health Insurance Scheme.

<b>REGULATIONS</b>
<b>Annex R A 7</b>
Articles R A 7.01
1 January 2013

**Subsistence allowances of  
associated members of the personnel**

(Article R V 1.04)

<i>Article N°</i>	<i>Applicable to</i>
R A 7.01 Subsistence allowances	MPAc-MPA <sub>t</sub>  MPA <sub>x</sub>

Maximum amounts of subsistence allowance in Swiss francs effective on 1.1.2009:

- a) For Associates for the purpose of international collaboration and associates for the purpose of training, 5128 per month.
- b) For Associates for the purpose of exchange of scientists, 9913 per month.

*Article R A 7.02 deleted on 1 January 2013*

<b>REGULATIONS</b>
<b>Annex R A 8</b>
Articles R A 8.01 – 8.03
1 September 2016

## International indemnity

(Article R V 1.26)

<i>Article N°</i>	<i>Applicable to</i>
R A 8.01 Calculation of the international indemnity	Ts
R A 8.02 Impact of the indefinite contract on the international indemnity	Ts
R A 8.03 Non-concurrence of entitlement (international indemnity)	Ts

The annual amount of the international indemnity shall be calculated as follows:

Family status	% of relevant annual basic salary
Recipient of the family allowance	12
Non-recipient of the family allowance	9

The basic salary taken into account for calculating the international indemnity shall be the minimum salary of the grade into which the staff member is recruited.

As of the award of an indefinite contract, the amount of the international indemnity shall be subject to an annual reduction to reach zero at the end of the sixth year after the said award.

Where two staff members are married to each other, only one international indemnity shall be paid. It shall then be paid to the spouse whose financial conditions are the more favourable of the two.



<b>REGULATIONS</b>
<b>Annex R A 9</b>
Articles R A 9.01 – 9.04
1 September 2016

## Installation indemnity

(Article R V 1.32)

<i>Article N°</i>	<i>Applicable to</i>
R A 9.01 Calculation of the installation indemnity	Ts
R A 9.02 Increase of the installation indemnity	Ts
R A 9.03 Amount of the installation indemnity paid to fellows	Fb
R A 9.04 Non-concurrence of entitlement (installation indemnity)	Ts-Fb

The amount of the installation indemnity shall be calculated as follows:

Person(s) taking up residence at the duty station	Number of months of basic salary
a) Staff member	one month
b) Spouse or first dependent child	one additional month
c) Each additional dependent child	an additional half month

The basic salary taken into account for calculating the installation indemnity shall be:

- a) at least the basic salary corresponding to 71% of the midpoint salary of grade 5;
- b) at most the basic salary corresponding to 105% of the midpoint salary of grade 5.

The installation indemnity shall be increased by one half month of basic salary for staff members whose home station is situated outside the Host States. The indemnity shall be increased by an additional half month where the home station is outside a circle with a radius of 1000 km with its centre at the duty station.

The amount of the installation indemnity paid to fellows shall be equal to 2/3 of the amount resulting from the application of the calculation method provided for in Articles R A 9.01 and 9.02 to the total stipend.

Only one installation indemnity shall be payable per family.

<b>REGULATIONS</b>
<b>Annex R A 10</b>
Articles R A 10.01 – 10.04
1 September 2016

## Reinstallation indemnity

(Article R V 1.33)

<i>Article N°</i>	<i>Applicable to</i>
R A 10.01 Calculation of the reinstallation indemnity	Ts
R A 10.02 Conditions for the payment of the reinstallation indemnity	Ts
R A 10.03 Non-concurrence of entitlement (reinstallation indemnity)	Ts
R A 10.04 Reinstallation indemnity in the event of death	Ts

The amount of the reinstallation indemnity shall be calculated as follows:

Completed years of uninterrupted service as a staff member	Number of months of basic salary	
	Recipient of the family allowance	Non-recipient of the family allowance
0-2	0	0
3	1	1/2
4	2	1
5	3	1 1/2
6	4	2
7 or more	5	2 1/2

The basic salary taken into account for calculating the reinstallation indemnity shall be:

- a) at least the basic salary corresponding to 71% of the midpoint salary of grade 5;
- b) at most the basic salary corresponding 105% of the midpoint salary of grade 5.

The reinstallation indemnity shall be paid if staff members:

- a) have not been dismissed for disciplinary reasons or for unsatisfactory service; and
- b) have not resigned, unless the Director-General considers that their resignation is in the interests of the Organization.

Where two staff members are married to each other, only one reinstallation indemnity shall be paid. Its amount shall not be less than that applicable to the recipient of the family allowance.

In the event of the death of a staff member who would have been entitled to the reinstallation indemnity, the indemnity shall be paid to his family.

<b>REGULATIONS</b>
<b>Annex R A 11 - page 1</b>
1 January 2012
<i>Applicable to: Ts</i>

## Indemnities or grants payable to staff members on termination of contract

(Article R V 1.34)

Cause of termination of contract	Indemnity or grant	
	Limited-duration contract	Indefinite contract
a) Reaching age limit.	1) Nil.	2) Nil.
b) Expiry of a limited-duration contract not followed by the offer of an indefinite contract.	1) One half of a month's basic salary per completed year of uninterrupted service as a staff member.	
c) Death.	1) Nil.	2) Nil.
d) Termination of contract on account of recognition of total disability.	1) If the disability is: i) of occupational origin: the indemnity shall be that provided for in i) 1); ii) not of occupational origin: the indemnity shall be nil. [A grant not exceeding the indemnity provided for in i) 1) may be paid at the discretion of the Director-General].	2) If the disability is: i) of occupational origin: the indemnity shall be that provided for in i) 2); ii) not of occupational origin: the indemnity shall be nil. [A grant not exceeding the indemnity provided for in i) 2) may be paid at the discretion of the Director-General].
e) Resignation.	1) Nil. [Exceptionally, at the Director-General's discretion, a grant not exceeding the amounts provided for in b) 1) below may be paid].	2) Nil. [Exceptionally, at the Director-General's discretion, a grant not exceeding 24 months' basic salary may be paid].
f) Dismissal during the probation period.	1) Nil.	2) Nil.
g) Dismissal for unsatisfactory service.	1) Nil.	2) Nil.
h) Dismissal for disciplinary reasons.	1) Nil.	2) Nil.
i) Dismissal owing to a reduction of complement decided by the Council or the suppression of a post.	1) 25% of the basic salary which would have been received for the unexpired portion of the contract as a staff member (minimum one month, maximum five months). If the indemnity provided for in b) 1) above is higher, the staff member shall be entitled to it.	2) i) For staff members under 35 years of age: the indemnity shall be determined according to the provisions of b) 1) above up to a maximum of five months' basic salary. ii) For staff members aged 35 years and over: the indemnity indicated on page 2 below shall be paid.  If the indemnity provided for in 2) i) above is higher, the staff member shall be entitled to it.  Under no circumstances shall the indemnity be higher than the basic salary the staff member concerned would have received if he had continued to be employed until the age limit.
j) End of term of office in the case of staff members appointed by the Council at the time of recruitment (for a reason other than one of those listed in a) to i) above).	1) Up to a total maximum of twelve months: i) During the first five years' service: one half of a month's basic salary per completed year of uninterrupted service as a staff member. ii) From the sixth year of service: one month's basic salary per completed year of uninterrupted service as a staff member.  [Where the term of office ends before its due date: exceptionally, a grant not exceeding 12 months' basic salary may be paid at the discretion of the Director-General].	2) Up to a total maximum of twelve months: i) During the first five years' service: one half of a month's basic salary per completed year of uninterrupted service as a staff member. ii) From the sixth year of service: one month's basic salary per completed year of uninterrupted service as a staff member.  [Where the term of office ends before its due date: exceptionally, a grant not exceeding 12 months' basic salary may be paid at the discretion of the Director-General].



**ALPHABETICAL INDEX (to be updated)**

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