

**ORGANISATION EUROPEENNE POUR LA RECHERCHE NUCLEAIRE**  
**CERN EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH**

<u>Action to be taken</u>		<u>Voting Procedure</u>
<p><b>For recommendation:</b>            Management proposals as summarized in Appendix 1, and Amendments to the Staff Rules, laid down in Appendix 2</p> <p><b>For approval:</b>            Amendments to the Staff Regulations laid down in Appendix 2, subject to the approval of the Management proposals by the Council</p>	<p><b>FINANCE COMMITTEE</b>            354<sup>th</sup> Session  <b>16 December 2015</b></p>	<p>Two-thirds Majority of all Member States + 51% of the contributions of all Member States</p>
<p><b>For approval:</b>            Management proposals as summarized in Appendix 1 and Amendments to the Staff Rules, laid down in Appendix 2</p>	<p><b>RESTRICTED COUNCIL</b>            178<sup>th</sup> Session  <b>17 December 2015</b></p>	<p>Two-thirds Majority of all Member States</p>

**FIVE-YEARLY REVIEW 2015**

**PROPOSALS BY THE MANAGEMENT**

The Management hereby submits its proposals for the 2015 five-yearly general review of financial and social conditions to the Finance Committee for recommendation to the Council. TREF reached a consensus in support of these proposals at its meeting on 26 November 2015. The Finance Committee is also invited to recommend to the Council the adoption of the related amendments to the Staff Rules and to approve the related amendments to the Staff Regulations, as laid down in Appendix 2.

The Council is invited to approve the Management proposals and the related amendments to the Staff Rules, as laid down in Appendix 2.



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*APPENDIX 3: Data collection of basic salaries - methodology and results Local Salary Survey (CERN/TREF/418)*

*APPENDIX 4: Comparative study on salary levels for the European Organization for Nuclear Research (CERN/TREF/417)*

*APPENDIX 5: “Progress Report on the Fellows and Associates component of the Five-yearly Review” (CERN/TREF/419)*

*APPENDIX 6: Report from SIRP/OECD entitled “Benchmark study on diversity” (CERN/TREF/413)*

## 1 — INTRODUCTION

The current five-yearly review of the financial and social conditions of members of the personnel has been undertaken in accordance with the principles and procedures laid down in Annex A1 (“*Periodic reviews of the financial and social conditions of members of the personnel*”) of the Staff Rules and the decision, taken by the Council in June 2014, identifying the financial and social conditions to be reviewed (CERN/3125-CERN/FC/5833<sup>1</sup>).

At its June 2014 session, the Council approved that the following financial and social conditions would be reviewed in the framework of the 2015 five-yearly review:

- basic salaries for staff members;
- stipends for fellows;
- subsistence allowances for associated members of personnel;<sup>2</sup>
- the CERN career structure; and,
- diversity-related financial and social conditions.

The Council also agreed that, following the conclusion of the five-yearly review, the methodology set out in Annex A1 could be assessed and, as necessary, reviewed.

This five-yearly review follows the revised procedures introduced by the Council in June 2007 and amended in 2011 which, whilst based on the general principles applied in former reviews, *inter alia*, simplify and rationalise the processes involved, emphasise recruitment and retention, and, where appropriate, rely upon data procured from authoritative external sources. Accordingly, the data collection for basic salaries and the diversity-related items was outsourced to the OECD<sup>3</sup>, while the data collection for stipends, subsistence allowances and the CERN career structure was performed by CERN’s Human Resources Department.

The Management’s proposals are set out in sections 2 to 5 below; information on the related costs is provided in sections 6 and 7 while the proposed effective dates and the monitoring aspects of the Management’s proposals are detailed in section 8. The proposals are summarized in appendix 1; the proposed modifications to the Staff Rules and Regulations are detailed in appendix 2; and background information is included in appendices 3 to 6.

## 2 — SCALE OF BASIC SALARIES

### 2.1 Outcome of the data collection

As outlined in Annex A1 of the Staff Rules, 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 staff members of the highest competence and integrity from all its Member States.

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<sup>1</sup> CERN/3125-CERN/FC/5833 entitled “*Five-yearly review 2015 Management’s proposal identifying the financial and social conditions to be reviewed*”, dated 2 June 2014

<sup>2</sup> These three elements constitute the mandatory part of each five-yearly review

<sup>3</sup> Organisation for Economic Cooperation and Development

In line with the procedure set out in Annex A1, data related to salaries for career paths AA to B were collected from “*the employers established in the local region of the Organization that offer salaries that are among the most competitive*” (local survey), whilst data related to salaries for career paths C to G were collected from “*the employers established in the Member States that offer the most competitive salaries according to the data collected from the OECD*” (international survey).

In May 2014, following the identification of CERN’s main recruitment markets<sup>4</sup>, TREF agreed<sup>5</sup> that, for both the local and international surveys, data should be collected from the private sector and more precisely, from the high technology market. Both surveys were then conducted during the period ranging from the second half of 2014 to early 2015, and the results were submitted to TREF at its meeting of May 2015<sup>6</sup>. The international survey results were presented by representatives of the ISRP<sup>7</sup>.

### ***2.1.1 Basic salaries for career paths AA to B (local survey)***

Salary data were collected in the local region of the Organization, geographically defined as the Cantons of Geneva and Vaud in Switzerland and the “*Départements*” of Ain and Haute-Savoie in neighbouring France.

The results showed that the companies with the most competitive salaries are located in Geneva and Vaud, with the high technology market offering starting salaries at, on average, just 1% above CERN basic salaries.

### ***2.1.2 Basic salaries for career paths C to G (international survey)***

According to the data collection performed by the ISRP, the most competitive salaries are offered by Switzerland, followed by Germany. On average, high technology Swiss market salaries are 31% above CERN basic salaries.

- **Administrative functions**: In career paths C and D, CERN basic salaries are slightly above the high technology Swiss market (on average 4%). In career path E, high technology Swiss market salaries are between 32% and 40% above CERN basic salaries.
- **Technical functions**: high technology Swiss market salaries are between 6% and 46% above CERN basic salaries.
- **Management functions**: high technology Swiss market salaries are between 34% and 52% above CERN basic salaries.

## **2.2 Management proposals**

### **➤ Proposal 1:**

Taking into account,

- the disparities observed in CERN’s positioning with respect to the comparators throughout the various career paths;
- the stabilisation of the gap with the comparators;

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<sup>4</sup> Cf. CERN/FC/5830 – CERN/3122 dated 2 June 2014

<sup>5</sup> Cf. CERN/TREF/401 dated 11 March 2014

<sup>6</sup> Further detail on the methodology applied for each survey is provided in appendices 4 and 5

<sup>7</sup> International Service for Remuneration and Pensions, a common service platform administratively attached to the OECD

- that, in general, CERN has not experienced major problems during the current review period in attracting and retaining staff members of the highest competence and integrity; and,
- the economic and financial climate prevailing in the Member States,

**the CERN Management proposes to maintain the basic salaries at their current value.**

As set out below, however, in order to ensure CERN's continued competitiveness and attractiveness, the Management has elaborated proposals in other areas.

### **3 — STIPENDS FOR FELLOWS AND SUBSISTENCE ALLOWANCES FOR ASSOCIATED MEMBERS OF THE PERSONNEL**

#### **3.1 Outcome of the data collection**

Pursuant to Annex A1, the purpose of the five-yearly review is to ensure that the financial and social conditions offered to fellows by the Organization remain attractive in relation to comparable research institutions and, in parallel, that those offered to associated members of the personnel allow CERN to host them in its research facilities.

##### ***3.1.1. Fellows***

As indicated in CERN/TREF/419<sup>8</sup>, data on fellowship stipends were collected from several institutions identified as “comparator organisations”. The resulting data and analysis demonstrates that CERN's financial conditions for both junior and senior fellows remain attractive.

##### ***3.1.2. Associated members of the personnel***

Since subsistence allowances applicable to associated members of personnel have been indexed in line with the Geneva Cost Variation Index, the allowances remain commensurate with living costs in the region and no action is required in respect thereof.

#### **3.2 Management proposals**

The Management proposes:

- **Proposal 2:** To maintain overall fellows stipend levels at their current level.
- **Proposal 3:** To maintain the subsistence allowances granted to associated members of the personnel at their current value.

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<sup>8</sup> See appendix 5 entitled “*Progress report on the fellows and associates component of the five-yearly review*” dated 8 May 2015

## 4 — CERN CAREER STRUCTURE

### 4.1 Background information

In line with best practice, an essential evolution towards a modernised human resources management is the enhanced recognition of performance, in addition to seniority, in determining the individual advancement of staff members. Rewarding performance motivates all staff members and, in particular, recognises the competencies and achievements demonstrated by high performers.

CERN has already attempted to address this need in previous reviews, in particular when it introduced the current Merit Appraisal and Recognition Scheme (MARS) in 2006. However, despite significant investment in MARS, it appears that the tool has not fully yielded the expected benefits. Staff surveys indicate that, while it is a resource-intensive process, it is not fully motivational, and that merit recognition needs to be more clearly linked to performance. Opportunities were also identified to make some aspects of the process more transparent and consistent.

In reforming the performance appraisal system, the CERN Management also intends to rationalise its salary scale structure, which currently features 8 career paths, 21 salary bands, and around 500 individual step positions. This structure is now considered to be too detailed for the number of staff members employed by the Organization. Moreover, the salary scale appears to be unduly compressed, with some salary bands significantly overlapping. Salary band length is also inconsistent, with some salary bands being very long and others short, sometimes resulting in a contradiction with the results of the findings of the salary surveys.

In addition, recent recruitment experience has shown that the current career structure could be better adapted to recent evolutions in the employment market, in particular the harmonisation of diplomas as a result of the Bologna process. Established in 1999, the Bologna Process was conceptualised as a way to improve mobility amongst students and job seekers within Europe (thus boosting Europe's competitiveness in a global knowledge economy)<sup>9</sup>. At the heart of the Bologna Process is an effort to increase transparency and compatibility between Europe's various national education systems, the most notable example being the standardisation of higher education systems into three academic cycles.

Whilst CERN's current career system has kept up to date with and has adapted to the Bologna developments, recruitment is sometimes hindered by the mapping of diplomas onto the current career path structure. A notable example is that, whilst career path D equates to the equivalent of Bologna's first degree cycle (Bachelors), not all member states provide a diploma equivalent to that of career path C (higher technical diploma), which is the qualification one level below the first cycle. The proposed career structure would alleviate such problems and aid in recruitment.

Finally, in addition to the important human resources policy components underpinning the proposals, given the financial and political climate in which CERN, as an intergovernmental organization, is situated, the Management must seek to increase the return on investment of the various HR processes in place and ensure the long-term sustainability of the Organization.

Accordingly, the CERN Management has devised a proposal that is intended to enhance motivation and transparency whilst rationalising the career and salary scale structure, decelerating the increase in staff

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<sup>9</sup> See document entitled "*The framework of qualifications for the European Higher Education Area*" <http://www.ehea.info/Uploads/Documents/QF-EHEA-May2005.pdf>

costs resulting from MARS and reducing the resource requirements of the existing appraisal tool, thus ensuring that public funds are spent as efficiently as possible.

Indeed, whilst cost is not the primary motivation to move away from the current career path structure and step system, and consistency and logic are the driving forces, the proposals will also result in cost containment in the medium- and long-term.

Furthermore, the mapping of each staff member into the new salary structure will be cost-neutral. This is an important feature allowed for by this innovative approach; in contrast, migration to a reviewed step-based salary grid would inevitably be accompanied by varying salary increases for a significant proportion of staff members.

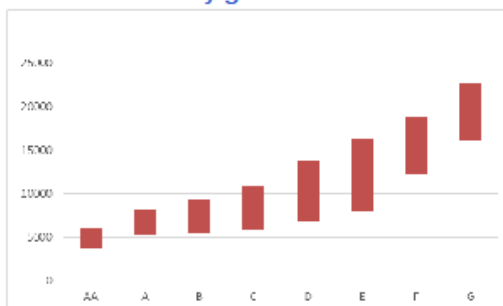
## 4.2. Management proposals

### ➤ Proposal 4: Streamlined salary structure

To simplify and rationalise the salary structure, it is proposed to abandon career paths and salary bands, which are considered now to create unnecessary complexity, and to replace them with a simpler system, featuring ten grades only.

In the new salary structure, each grade will be defined by its midpoint as well as its minimum and maximum. Consistency of the grid will be increased through a harmonisation of the length of the various grades and streamlined midpoint progression and overlaps. The length of a number of existing ranges will be modified. “Exceptional Career Extension” zones, in general perceived as not motivational, are suppressed.

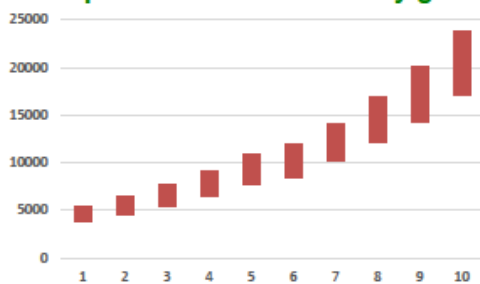
- Current salary grid



CP	Min.	Max.	Midpoint	Spread	Average	Midpt Prog
AA	3750	5943	4847	58%		
A	5191	8170	6681	57%	13%	38%
B	5396	9389	7393	74%	34%	11%
C	5794	10925	8360	89%	38%	13%
D	6732	13810	10271	105%	38%	23%
E	7980	16328	12154	105%	42%	18%
F	12212	18819	15516	54%	25%	28%
G	16180	22727	19454	40%	14%	25%

Suboptimal salary grid metrics (ECE included)

- Proposed harmonised salary grid



Grade	Min.	Max.	Midpoint	Spread	Average	Midpt Prog
1	3859	5403	4631	40%		
2	4592	6430	5511	40%	15%	19%
3	5465	7651	6558	40%	15%	19%
4	6503	9105	7804	40%	15%	19%
5	7739	10835	9287	40%	15%	19%
6	8513	11919	10216	40%	21%	10%
7	10130	14183	12157	40%	15%	19%
8	12055	16878	14466	40%	15%	19%
9	14345	20085	17215	40%	15%	19%
10	17071	23900	20486	40%	15%	19%

Streamlined salary grid metrics



As a further simplification, it is proposed that the “placement hors cadre” of staff members, which has not proven useful, be suppressed.

➤ **Proposal 5: Reviewed financial recognition of merit**

In replacement of the traditional recurrent “step” system, recognition of merit will take the form of recurrent salary increases and non-recurrent performance payments, both calculated as a percentage of the midpoint salary, thereby introducing further flexibility and granularity. A generalised formula will be applied, linking outcomes more closely to the evaluation rating.

As such, more emphasis will be placed on non-recurrent performance payments rather than on long-term salary increases. Such annual “lump sum” payments offer staff members greater financial flexibility and are in line with other CERN policies, which enhance individual decision-making and flexibility (e.g., the saved leave scheme and arrangements for part-time work, work from home, etc.). Recourse to non-recurrent payments will also enable the Organization to continue to reward staff members whose performance remains at the required level, but who have reached the maximum salary within their grade.

Finally, greater emphasis on non-recurrent performance payments allows the Organization to control its budget and long-term liabilities with respect both to salaries and pensions.

➤ **Proposal 6: Clearer promotion process**

Promotions will henceforth be dealt with according to a separate process, accounting and schedule. This will enable a shortening of the performance evaluation cycle, avoid the perception that a staff member’s promotion may be to the detriment of another staff member’s advancement, and enhance transparency as criteria for promotions will be more clearly identified.

➤ **Proposal 7: Emphasis on long-term development**

Development conversations between staff members and their hierarchy, aimed at better managing the CERN talent pool, will be introduced. Accordingly, the Management seeks to avoid the situation whereby individuals feel unnecessarily stunted or blocked in their career growth. The introduction of this new mechanism is made possible by the simplification of the annual performance appraisal process.

➤ **Proposal 8: International indemnity**

In line with Article R V 1.26, an international indemnity (II) is, in principle, payable to staff members:

- a) *“in career paths C to G,*
- b) *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*
- c) *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”.*

Eligibility for the II gives rise to an entitlement to home leave and to a partial payment of school fees for nursery school to secondary school education. As concerns post-secondary education, all staff members, irrespective of eligibility for the II, are eligible to partial payment of the related school fees.

Pursuant to Annex RA 8 of the Staff Regulations, the amount of the II is calculated as a percentage of the «salary band a, step 0, of the career path into which the staff member is recruited».

In the current scheme, staff members are recruited and promoted into a career path on the basis of their functions, and assigned to a salary band on the basis of their level of expertise. Therefore, staff members recruited in career path B, hence not eligible for the II, are considered to hold different functions (or, in other words, a different job) from those recruited in career path C, who are eligible for the II.

The proposed streamlining of the career structure will entail the suppression of career paths and salary bands, and their replacement with a unique classification instrument, namely, grades.

Staff members will therefore be assigned to a grade on the basis of both their functions and expertise.

The Management is of the opinion that it would not be appropriate to grant the II to some staff, and not to others, on the sole basis of expertise, as this would lead to differences of treatment within the same job (e.g. the II would be granted to a technician or administrative assistant recruited in grade 4, but not to a less experienced technician or administrative assistant, recruited in grade 3).

In view of the above and, after careful analysis of all these aspects, the following proposals are made, with respect to the:

*i. Eligibility criteria:*

For both current staff members and future recruits:

- It is proposed to suppress criterion a) under Article R V 1.26, i.e., to henceforth grant the II to staff members irrespective of grade. The other existing eligibility criteria, pertaining to the remoteness of the home station and the residency outside the local area at the time of recruitment, would naturally remain in force, thus placing even more emphasis on the international character of this benefit. In addition, this modification would allow the Organization to diversify its recruitment pool by being more attractive for candidates applying for jobs in grades 1 to 3 from outside the local area.
- Furthermore, to avoid demotivating staff members currently not eligible to II due to their career path, and to avoid potential arguments of unequal treatment between current and future staff, it is proposed that staff members currently in career paths AA to B be henceforth eligible for the II (at the residual rate and for the remaining period) and the related benefits, provided that they meet the other existing eligibility criteria. The number of staff members affected by this measure is expected to be limited. Indeed, in recent years, exceptions to II eligibility have been made for staff members in career path A and approximately just 4 staff members per year have been recruited in career path B outside the local area.

*ii. Calculation method*

For current staff members:

- It is proposed that the amounts currently granted to current staff members be maintained at current levels (albeit indexed in line with the salary scale).

For future recruits:

- It is proposed that the international indemnity be calculated as a percentage of the minimum salary of the grade into which the staff member is recruited.

### 4.3. Transition

As a result of the conversion, approximately 7% of the current staff population will be mapped above the maximum salary of their new grade and placed in personal positions.

The direct impact for individual staff members of the reduction of the length of some existing salary ranges will be lessened through transition measures, whereby merit-based advancement above the new maxima will remain possible for four years. These transition measures will apply to all staff members positioned above the maximum salary of their grade, including those reaching the maximum during that four-year period, and comprise a phase-out mechanism featuring a gradual decrease of the advancement percentages granted.

## 5 — DIVERSITY-RELATED ASPECTS

### 5.1 Background information

The following objectives related to diversity and the social conditions at CERN were addressed within the five-yearly review:

- to take account of prevailing social trends and the recognition of family structures in other intergovernmental organizations (IGOs) and CERN's Member States;
- to provide a more inclusive definition of "spouse" and "family", such that Members of Personnel ("MPs") would be entitled to the same family-related benefits whether they are married or in a registered partnership;
- to address recruitment and retention challenges identified in the recruitment and retention report<sup>10</sup>;
- to facilitate access to employment opportunities for the spouse/partner of an Employed Member of Personnel ("MPE"), bearing in mind the increasing number of dual-career couples and recruitment challenges related thereto; and
- to provide the framework for MPEs to achieve a healthier balance between professional and personal commitments throughout all stages of their career.

Data on diversity-related aspects were collected from seven IGOs. The results of the survey and analysis ("the data" or "data collection") were submitted to TREF at its meeting of March 2015<sup>11</sup>. The data indicated that, whilst CERN can point to a number of positive diversity-related social conditions in the workplace, some of these conditions are, however, less favourable than those offered by the surveyed IGOs.

Accordingly, CERN Management hereby proposes certain improvements in the areas of: recognition of registered partnerships; support to parents and families; and, professional and personal life balance.

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<sup>10</sup> Cf. CERN/TREF/400/Rev – "Five-yearly Review 2015 - Report on recruitment and retention of staff members" dated 23 April 2014

<sup>11</sup> Cf. appendix 6 (CERN/TREF/413) Report from SIRP/OECD entitled "Benchmark study on diversity" dated 26 January 2015

## 5.2 Recognition of registered partnerships

### 5.2.1. Outcome of the data collection

With respect to married MPs, the Organization currently provides full and equal entitlements and benefits in respect of their spouses, regardless of gender. As regards an MPE's registered partner, irrespective of gender, the Organization grants limited benefits, such as health insurance. No benefits are currently granted to registered partners of Associated Members of the Personnel ("MPAs").

The results of the IGO survey demonstrated that CERN does not recognize registered partnerships to the extent observed in other IGOs. For example, CERN is the only IGO not granting to any registered partners the same benefits granted to married couples in respect of family allowances, home leave, and special leave for family reasons. This exclusion of registered partners impacts also benefits payable by the Pension Fund.

### 5.2.2. Proposal

#### ➤ **Proposal 9: Extend recognition of registered partnerships**

In order to achieve further equality between marriage and legally-registered partnerships, the Management proposes to extend the meaning of spouse and marriage, within the Staff Rules and Regulations, to include all registered partners and registered partnerships. As a result, couples who have entered into a registered partnership will receive the benefits currently offered exclusively to married couples, including those offered by the CERN pension scheme.

With respect to the Pension Fund, the proposal implies evolution in the definition of family members but does not introduce new benefits within the meaning of the Fund's Rules. As the latter are "*construed having regard to the CERN Staff Rules and Regulations in force*" (Article I 1.04, Pension Fund Rules), they do not require amendment. For reasons of transparency, however, an explanatory footnote shall be introduced to clarify that legally-partnered beneficiaries of the Fund will be treated in the same manner as married persons (e.g., with respect to entitlement to family allowance and survivor's pension).

## 5.3 Parents and families

### 5.3.1. Outcome of the data collection

A study of family-related policies in the surveyed IGOs showed that CERN:

- with respect to maternity leave, is overall in line with the IGOs, but lacks flexibility in certain situations;
- offers the shortest duration for paternity leave; and
- offers among the shortest duration, with the most limited financial and social conditions, for parental leave (i.e., leave for new parents to care for their young child).

The benchmarked IGOs, without exception, consider dual career couples an important element of recruitment and retention and have developed various measures to accommodate this reality.

**5.3.2. Proposals**

➤ **Proposal 10: Improve flexibility during maternity leave**

The Management proposals with respect to maternity leave are threefold:

- **exceptional extension of maternity leave:** currently, the standard duration of maternity leave (16 weeks) can be extended by four weeks in case of breastfeeding, and by three weeks in the event of a premature birth, multiple births, as of the second child; or if the MPE is a single mother (these three-week periods being non-cumulative). The Management proposes to add the serious illness or disability of a newborn to the list of conditions giving rise to the three-week extension.
- **increase flexibility for prenatal leave:** it is proposed to grant female MPEs, subject to the prior approval of a medical practitioner, an option to work part-time during their prenatal period (i.e., between two and six weeks before the expected date of confinement) and to transfer any fraction of days worked during the prenatal period into the postnatal period;
- **support to fellows on maternity leave:** currently, upon the expiration of a fellow’s employment contract during her maternity leave, the fellow’s entitlement to health insurance coverage also ceases. Moreover, she may also be ineligible for social assistance in her country of residence. In such circumstances, where the duration of a fellow’s maternity leave exceeds her contract expiration date, the Management proposes that the health insurance coverage under the CERN Health Insurance Scheme (“CHIS”) be extended for the duration of the maternity leave period, and that the full contributions be paid by the Organization.

The additional costs of this measure will be financed by means of a minor reduction to the highest-level seniority supplement. The net impact on the full stipend will be an adjustment of -1%, as follows:

	<i>Seniority Level</i>	<i>Current supplement (CHF)</i>	<i>Proposed supplement (CHF)</i>
Seniority-based supplement	(Just) Over 10 years’ research	3578	3498

Bearing in mind the continued attractiveness and prestige of the fellows programme, as described in 3.1.1. above, Management is of the view that this reduction may be applied without loss of competitiveness of the programme.

In addition, it is proposed to allow the Director-General to extend, in exceptional circumstances, a fellow’s contract of employment for the duration of the applicable maternity leave period. Such exceptional circumstances could comprise financial hardship and/or the lack of the residential permit required to remain in the local area.

➤ **Proposal 11: Increase of the duration and scope of the paternity leave**

In order to more closely align paternity leave benefits at CERN with those of the surveyed IGOs, the Management proposes to increase the paternity leave duration from six to ten working days.

Currently, paternity leave may be increased by five working days in the event of multiple births. By analogy with maternity leave, the Management proposes to increase paternity leave by five additional working days, in the event of premature birth, multiple births, as of the second child, if the MPE is a single parent, or in the event of serious illness or disability of a newborn (these periods being non-cumulative).

Lastly, the Management proposes that the scope of paternity leave be extended to enable the granting of leave to any MPE, regardless of gender, after their spouse or partner has given birth.

➤ ***Proposal 12: Enhancement of the conditions offered during parental leave***

In line with the IGO survey results, it is proposed to enhance the parental leave conditions as follows:

- to extend the maximum duration of parental leave from three months to four months;
- whilst maintaining the policy of non-remuneration, the Organization to henceforth:
  - grant family, child and infant allowances; and
  - pay the cost of both the MPE's and the Organization's contribution to the CHIS;
- to guarantee the granting of parental leave, provided that the related request is submitted at least two months in advance.

➤ ***Proposal 13: Reduced working time for new parents***

With a view to supporting an optimal return-to-work after the birth or adoption of a child, the Management wishes to grant the new parent a possibility to work part-time, upon their request, following the child's birth or adoption.

It is, therefore, proposed that a return to work in a part-time capacity be granted for a maximum duration of six months. To ensure compatibility with the needs of the service, a minimum working time of 80% will be required.

➤ ***Proposal 14: Support to dual-career couples***

On the basis that social integration is a key element in facilitating professional integration, the Management proposes to implement new measures to ease social integration of MPE's family in the local region. Such measures may include an induction programme aimed at spouses and partners.

With a view to providing the MPE's family with a more complete list of support structures, the Management will ensure that other available integration resources offered by the Host States are further explored.

In order to improve professional opportunities for the MPE's spouse/partner in the local area, the Management will also support initiatives to assist in their professional integration through access to employment support services.

Finally, given that dual careers are now commonplace and that CERN staff members are recruited on limited-duration contracts, families do not always accompany the staff member immediately. In order for CERN to remain attractive to staff members whose family does not relocate and, considering the cost associated with additional travels and with a second residence, the Management proposes that the installation indemnity be calculated at the appropriate family rate irrespective of the family actually relocating to the Geneva area. It follows, then, that the same logic would apply to the reinstallation indemnity.

## 5.4 Professional and personal life balance

### 5.4.1. Outcome of the data collection

At CERN, as in the benchmarked IGOs, professional and personal life balance policies are in place to attract and retain the best workforce talent and create a diverse working environment. Such policies are also a means to improve overall wellbeing and, as a result, enhance motivation and performance throughout MPEs' careers.

The results of the IGO survey demonstrate that CERN fares well with regards to support structures for professional and personal life balance.

While most of the surveyed IGOs permit a certain amount of flexible working time, the CERN Staff Rules and Regulations stipulate defined daily working hours. Flexible work arrangements are nevertheless possible at CERN through personalised work schedules, where compatible with the needs of the service, and a work-from-home scheme at a maximum of one day per week.

Moreover, CERN is the only organisation to have established a Saved Leave Scheme ("SLS"). This scheme, introduced in 1997 and modified in 2012<sup>12</sup>, has successfully provided a framework for staff members to purchase and accrue, throughout their career, between 5.5 and 22 additional leave days per year.

### 5.4.2. Proposals

#### ➤ Proposal 15: Enhancement of the Saved Leave Scheme

To enable more staff members to avail themselves of this scheme, the Management proposes to reduce the cost of the first SLS slice from 1.5% to 1% of the participant's basic salary and the cost of the second slice from 2.5% to 2% while keeping the third and fourth slices at the current maximum percentage of 2.5%. As a counter-measure, the Management proposes that the additional leave day currently granted annually to SLS participants be phased out. The annual negative interest applied on the Long-Term SLS will remain in force.

#### ➤ Proposal 16: Extension of the teleworking scheme

The Management considers that a more flexible approach to work-from-home, consistently applied throughout the Organization, could enhance motivation and productivity, and that the following improvements should therefore be introduced:

- to modify the name of the scheme from "work-from-home" to "telework". As such, telework may take place from a location other than the MPE's established place of residence;
- in exceptional circumstances, to authorise a second regular day of telework per week;
- with the hierarchy's prior approval, to permit teleworking on an ad-hoc basis; and,
- to offer fellows the possibility to telework.

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<sup>12</sup> See presentation to TREF entitled "Saved Leave Scheme – progress report" made on 30 October 2012

➤ ***Proposal 17: Leave donation***

The Management intends to provide a framework whereby, under strict conditions, MPEs may “donate” their own leave day(s) for the benefit of colleagues in need of additional leave days for well-defined compassionate grounds.

## 6— COST OF THE MANAGEMENT’S PROPOSALS

The Management’s proposals can be accommodated within the current budget and financial planning, as set out in the Medium Term Plan for the period 2016-2020 and Draft Budget 2016<sup>13</sup>, approved in September 2015.

The proposals are overall cost-neutral with respect to the personnel budget over the planning period concerned and are expected to result in cost containment when projected beyond five years:

- Salaries, stipends and subsistence payments are proposed to remain constant.
- The mapping of staff members into the new career structure incurs no assimilation costs with the exception of the one-off adaptation of the IT systems.
- A comparison between the current and the proposed schemes indicates a deceleration of the projected increase in staff cost in the medium and long-term, reaching about 2% of the total salary mass by the tenth year following implementation. This deceleration is mainly due to the split of the current financial recognition of merit into a recurrent salary increase and a non-recurrent performance payment.
- As the first application of the new financial recognition of merit will take place in 2017, the 2016 draft budget breakdown by personnel expenses will not be affected.
- The extension of the eligibility to the international indemnity, irrespective of grade, entails additional costs.
- The CHIS coverage of fellows whose maternity leave exceeds the duration of their employment contract will be financed by a small reduction of the seniority supplement.
- The modifications to the other diversity-related aspects entail additional costs, predominantly due to the extension of the spouse definition to fully recognise registered partnerships.
- These additional costs are expected to be lower than the deceleration of the increase in staff costs stemming from the new career structure, leading to overall cost containment in the medium- to long-term.

## 7 — IMPACT ON SOCIAL SECURITY SCHEMES

According to Article II 1. 15 of the Pension Fund Rules, any impact on the financial equilibrium of the Fund deriving from CERN personnel policy measures must be borne by CERN. The same principle is applicable to ESO<sup>14</sup>. In view of this requirement, an actuarial impact study has been undertaken.

<sup>13</sup> CERN/SPC/1050 – CERN/FC/5932 – CERN/3197

<sup>14</sup> Cf. Article II 1.15 of the CERN Pension Fund Rules (Policy of Participating Organizations): “*if one of the participating Organizations decides on a measure of personnel policy whose implementation affects the financial equilibrium of the Fund, the resulting cost shall be borne by that Organization*” See also Article IV (5) of the Agreement between CERN and ESO concerning the admission of ESO staff to the CERN Pension Fund.



The preliminary results were discussed in the Pension Fund Actuarial and Technical Committee on 6 November 2015 and in the Pension Fund Governing Board on 25 November 2015, and demonstrate that, at this stage, the overall impact of the proposed measures is anticipated to be close to neutral with respect to the funding ratio of the Pension Fund at the end of the projection period. The impact will, however, require ongoing monitoring to determine if compensation under Article II 1.15 is required in the future.

The impact on the CHIS has been assessed by the CHIS Board and is deemed to be minor. More in-depth studies will be conducted as part of the Scheme's future actuarial reviews, starting in 2016.

## **8— EFFECTIVE DATE AND MONITORING OF THE MANAGEMENT'S PROPOSALS**

The proposed effective dates of the proposals related to diversity-related aspects and those related to the CERN career structure are, respectively, 1 January 2016 and 1 September 2016.

Indeed, as regards the CERN career structure and in view of the legal obligations of the Organization resulting from the principle of non-retroactivity, performance demonstrated during the year 2015 will be appraised according to the current MARS system, and advancement and promotions effective on 1 July 2016 will be undertaken accordingly. The new structure will be introduced on 1 September 2016, mapping each individual staff member into the new salary and career structure. The first results of the new system will therefore be seen in 2017, relating to the performance year 2016.

On the monitoring aspects, the Management intends to report on the effects of its proposals via, in particular:

- the actuarial reviews or dashboards related to the Pension Fund and the CHIS, which will be conducted at the usual periodicity,
- the annual detailed personnel statistics which are presented and discussed at TREF,
- the regular reports on diversity also presented and discussed at TREF.

## **9- CONCLUSION**

In conclusion, given the results of the data collection, internal staff surveys, recent societal evolution and the current economic climate in the Member States, the Management believes that it is proposing a balanced package of measures aimed at:

- modernising the current career structure, whilst enhancing transparency and motivation and streamlining processes;
- supporting better social and professional integration of families and promoting private and professional life balance; and
- ensuring cost neutrality in the short-term and introducing cost containment in the medium- to long-term.

With this package of measures, CERN expects to maintain its competitiveness in the employment market and its capacity to recruit and retain the personnel it needs to fulfill its current and future mission.

## LIST OF APPENDICES

- Appendix 1 : Summary of Management Proposals*
- Appendix 2 : Proposed modifications to the Staff Rules and Regulations*
- Appendix 3 : Data collection of basic salaries - methodology and results Local Salary Survey (CERN/TREF/418)*
- Appendix 4 : Comparative study on salary levels for the European Organization for Nuclear Research (CERN/TREF/417)*
- Appendix 5 : Progress Report on the Fellows and Associates component of the Five-yearly Review (CERN/TREF/419)*
- Appendix 6 : Report from SIRP/OECD entitled “Benchmark study on diversity” (CERN/TREF/413)*

**APPENDIX 1**

**SUMMARY OF CERN MANAGEMENT'S PROPOSALS**



- Proposal 1:** Maintain the basic salaries at their current value
- Proposal 2:** Maintain overall fellows stipend levels at their current level
- Proposal 3:** Maintain the subsistence allowances granted to associated members of the personnel at their current value
- Proposal 4:** Streamline the salary structure
- Proposal 5:** Review the financial recognition of merit
- Proposal 6:** Clarify the promotion process
- Proposal 7:** Place Emphasis on long-term development
- Proposal 8:** Extend eligibility for international indemnity
- Proposal 9:** Extend recognition of registered partnerships
- Proposal 10:** Improve flexibility during maternity leave
- Proposal 11:** Increase of the duration and scope of the paternity leave
- Proposal 12:** Enhance the conditions offered during parental leave
- Proposal 13:** Support reduced working time for new parents
- Proposal 14:** Support dual-career couples
- Proposal 15:** Enhance the Saved Leave Scheme
- Proposal 16:** Extend of the teleworking scheme
- Proposal 17:** Enable leave donation

**ORGANISATION EUROPÉENNE POUR LA RECHERCHE NUCLÉAIRE  
CERN EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH**

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**PROPOSED AMENDMENTS TO THE 11<sup>TH</sup> EDITION  
OF THE STAFF RULES AND REGULATIONS**

**CHAPTER II – Conditions of Employment and Association**

*Section 1 – Employment and association*

*Section 2 – Classification and merit recognition*

*Section 4 – Leave*

**CHAPTER III – Working Conditions**

*Section 1 – Working hours*

**CHAPTER IV – Social Conditions**

*Section 1 – Family, partners and family benefits*

*Section 2 – Social Insurance Cover*

**CHAPTER V – Financial Conditions**

*Section 1 – Financial benefits*

**CHAPTER VI – Settlement of disputes and discipline**

*Section 2 – Discipline*

Annex A1 –

Annexes RA1, RA2, RA5, RA8, RA9, RA10

For entry into force on 1 January 2016 (Diversity and technical adjustments) and on 1 September 2016 (Career structure).



The proposed amendments to the Staff Rules and Regulations may be summarized as follows:

## **I. Modifications related to the new career structure**

### **CHAPTER II – Conditions of Employment and Association**

#### ***Section 1 – Employment and association (R II 1.01)***

In accordance with the new grade structure, references to “career path” are replaced by “grade” throughout the Staff Rules and Regulations. In article R II 1.01 (Vacancy notices), it is proposed to maintain the Organization’s flexibility in recruitment by replacing “career path” by “grade or grades”.

### **CHAPTER II – Conditions of Employment and Association**

#### ***Section 2 – Classification and merit recognition (S II 2.01 to S II 2.07; R II 2.01 to R II 2.16)***

The transition to the new grade structure entails an overall simplification of Section 2. Several articles are indeed simplified (S II 2.05; R II 2.01), or deleted (R II 2.02; R II 2.03; R II 2.11; R 2.12; R II 2.13), as a result of the removal of the notions of “career path” and “salary band”.

With respect to the reviewed financial recognition of merit of staff members, the notion of “performance reward” (comprising salary increases and performance payments) replacing the step advancement system, is introduced in articles S II 2.02 and S II 2.04.

The conditions under which performance rewards may be received by a staff member will be set out in articles R II 2.06, R II 2.07 and R II 2.08.

While yearly performance rewards will be clearly linked to the outcome of the annual performance appraisal, it is proposed to maintain the possibility to grant performance rewards outside the annual exercise at specific points in a staff member’s career (last paragraph of proposed new article R II 2.07).

At the same time, exceptional salary increases, beyond the maximum grade salary, will no longer be possible (current article R II 2.07 is deleted).

For enhanced clarity, it is proposed to reposition the paragraph concerning the staff member’s career review in a separate article (R II 2.09), given that the purpose of such review is to address the classification of staff members, in addition to their performance.

Finally, the proposal to discontinue the placement “hors cadre” of staff members entails the removal of the corresponding award for “hors cadre” functions. The responsibility award and the extraordinary service award will now be merged in one single article (R II 2.14).

### **CHAPTER III – Working Conditions**

#### ***Section 1 – Working hours (R III 1.07)***

In article R III 1.07 (Compensation and remuneration for staff members), references to career paths are replaced by the corresponding new grades, in line with the new structure.



**CHAPTER V – Financial Conditions****Section 1 – Financial benefits (R V 1.26)**

It is proposed to remove criterion a) under article R V 1.26, to henceforth grant the international indemnity to all staff members, irrespective of grade (provided that the other conditions pertaining to residence in the local area and remoteness of the home station, which remain unchanged, are met).

The proposed modification results from the removal of the notion of career paths in the new career structure. Indeed, whilst career paths are based on different levels of functions, grades will be based also on different levels of expertise.

It is therefore not considered appropriate to maintain a distinction based on the grade, since this would lead to differences in treatment among staff members within a similar job (who may be classified in different grades, depending on their expertise level).

In addition, it is considered that granting the international indemnity to all staff members irrespective of grade would enable the Organization to diversify its recruitment pool in grades 1 to 3, without the need for exceptions to the rules, as is currently the case.

**CHAPTER VI – Settlement of disputes and discipline****Section 2 – Discipline (S VI 2.02)**

The wording of the disciplinary action under sub-paragraph d) has been adapted to take into account the removal of steps as a system of salary progression.

**Annex A1 - Periodic reviews of the financial and social conditions of members of the personnel**

The annex is adapted and refers to the new grade structure.

**Annex RA1 - General definition of career paths**

In view of the new grade structure, it is proposed to suppress this annex, as the level of granularity required to replace the career paths definition with a definition of grades would deprive the Organization of the flexibility needed at the time of recruitment.

**Annex RA2 - Financial awards**

As mentioned above, the placement “hors cadre” of staff members will be phased out and therefore article RA 2.03 is deleted.

With respect to the responsibility award, it is proposed to remove the current monthly ceiling, as it unnecessarily deprives the Organization of a useful tool to recognize the merit of certain staff members.

**Annex RA5 - Monthly basic salaries of staff members (in Swiss francs)**

In line with the new career and salary structure, the new salary scale features the midpoint as well as the minimum and maximum of each grade.

**Annex RA8 - International indemnity**

It is proposed to calculate the international indemnity as a percentage of the minimum salary into which the staff member is recruited.

### ***Annexes RA9 and RA10 – Installation and Reinstallation indemnities***

The minimum and maximum reference salaries for the calculation of both the installation and reinstallation indemnity will be expressed as a percentage of the midpoint of Grade 5.

## **II. Modifications related to the diversity-related aspects**

### **Chapter II - Conditions of Employment and Associations**

#### ***Section 1 – Employment and Association (Article R II 1.20)***

It is proposed to add a new paragraph to Article R II 1.20, which will permit the Director-General to extend, in exceptional circumstances, a fellow's employment contract when the fellow's maternity leave exceeds the contract termination date. An extension of contract under this proposed modification would be for the duration of the applicable maternity leave period. The grounds for extension of contract under this Article would be detailed in appropriate internal documents and could comprise financial hardship and/or the lack of the residential permit required to remain in the local area.

#### ***Section 4 – Leave (Articles R II 4.23, R II 4.24, R II 4.26)***

Modifications proposed in Article R II 4.23 clarify that, the single date of reference in calculating the duration of maternity leave is the date of confinement. A further clarification is that, the maximum duration of maternity leave is 23 weeks. Both modifications reflect the long-standing practice in administering maternity leave. A further modification is an addition to the grounds for extension of maternity leave beyond 16 weeks, whereby it is proposed to include the serious illness or disability of the newborn child.

The proposed modification in Article R II 4.24 is to increase the period of paternity leave from six to ten working days. It is further proposed that, in keeping with Article R II 4.23 on maternity leave, the same grounds for extension shall apply to paternity leave and that, the paternity leave extension period shall be increased from three to five working days.

The proposed modification in relation to Article R II 4.26 on parental leave is to increase the maximum duration of parental leave from three months to four months.

### **Chapter IV - Social Conditions**

#### ***Section 1 – Family, partners and family benefits (Articles S IV 1.02, S IV 2.03, R II 1.08, R V 1.38)***

The proposed modification to Article S IV 1.02 ensures that the term "marriage" includes registered civil partnership and the term "spouse" includes" registered partner, with a general application throughout the Staff Rules and Regulations. Consequently, reference to "marital status" in Article R II 1.08 is replaced with "family status"; Article S IV 2.03 on "social insurance cover of partners of staff members and fellows" is deleted; and the reference to "partner" in Article R V 1.38 is also deleted.

***Annex RA9 - Installation Indemnity***

It is proposed to delete the final paragraph in Article RA 9.01, whereby the calculation of the installation indemnity amount in respect of a staff member's family is based on the relocation of the staff member's family members to the local area. As such, under the proposed modification, the installation indemnity payable to a staff member with family members will be paid irrespective of the family member(s)' residence.

***Annex RA10 – Reinstallation Indemnity***

In line with the modification to RA 9, it is proposed to delete the final paragraph in Article RA 10.01, whereby the calculation of the reinstallation indemnity amount in respect of the staff member's family is based on the family member(s) taking up residence with the staff member. As such, under the proposed modification, the reinstallation indemnity payable to a staff member with family members will be paid irrespective of the family member(s) taking up residence with the staff member.

**III. Technical adjustments****CHAPTER II – Conditions of Employment and Association*****Section 1 – Employment and association (Article R II 1.18)***

As part of the technical adjustments to the Staff Rules and Regulations, it is proposed to introduce a probation period for fellows, which will provide for a mandatory checkpoint during the first six months of contract, thus allowing to identify, document and address any issues should they arise.

**CHAPTER VI – Settlement of disputes and discipline*****Section 2 – Discipline (Article S VI 2.02)***

It is proposed to introduce “demotion” as a new disciplinary action under new sub-paragraph e). The purpose of this amendment is to provide the Organization with a more complete range of disciplinary sanctions.

For entry into force on 1 January 2016 (Diversity and technical adjustments) and on 1 September 2016 (Career structure).



*Current text*  
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<b>RULES</b>
<b>Chapter II - Section 1</b>
Articles S II 1.01 - 1.08
1 January 2013

## CHAPTER II

### CONDITIONS OF EMPLOYMENT AND ASSOCIATION

#### Section 1 - Employment and association

<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	Ts-Fb- 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	Ts	After appointment, staff members shall be subject to a probation period.

*Proposed text*  
*Page 11*

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

**CHAPTER II**

**CONDITIONS OF EMPLOYMENT AND ASSOCIATION**

**Section 1 - Employment and association**

<i>Article N°</i>	<i>Applicable to</i>
S II 1.01 Appointments by the Council	Ts
S II 1.02 Appointment of the members of the personnel	MP
S II 1.03 Competence, integrity and fitness	MP
S II 1.04 Fair distribution	Ts-Fb- MPAx-MPA <del>t</del>
S II 1.05 Contract and conditions of employment or association	MP
S II 1.06 Protection of personal data	MP
S II 1.07 Personal administrative file	MP
<b>S II 1.08</b> <b>Probation period</b>	Ts- <del>Fb</del>

The Council appoints the Director-General and, on his recommendation, the Directorate members and the Heads of Department.

The Council shall delegate to the Director-General the power to appoint the members of the personnel.

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.

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.

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.

The Organization shall take the necessary measures to protect and ensure the confidentiality of personal data concerning the members of the personnel.

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.

After appointment, staff members **and fellows** shall be subject to a probation period.

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**REGULATIONS**

**Chapter II - Section 1**

Articles R II 1.01 - 1.08

~~1 January 2013~~

*Typo corr -31 March 2015*

**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 career path;</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-Ap	<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 marital 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>

*Proposed text*  
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<b>REGULATIONS</b>
<b>Chapter II - Section 1</b>
Articles R II 1.01 - 1.08
<del>1 January 2013</del> <i>Typo corr -31 March 2015</i> <b>01.01.2016 - 01.09.2016</b>

**CHAPTER II**

**CONDITIONS OF EMPLOYMENT AND ASSOCIATION**

**Section 1 - Employment and association**

<i>Article N°</i>	<i>Applicable to</i>	
<b>R II 1.01</b> <b>Vacancy notices</b>	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 <b>grade or grades</b></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-Ap	<p>Applications for fellowship 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 <sup>t</sup>	<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>
<b>R II 1.08</b> <b>Documentary evidence</b>	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 <b>family</b> 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>



***Current text and proposed text (no modifications)******Page 13***

<b><i>REGULATIONS</i></b>
<b>Chapter II - Section 1</b>
Articles R II 1.09 - 1.13
1 January 2013

<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: a) the category of employed member of the personnel to which the person; b) the date of commencement and the duration of the appointment; c) the duty station; d) the remuneration and, where applicable, family and other allowances or indemnities paid regularly; e) the actual duration of the working week, wherever different from 40 hours; f) the obligation to comply with the provisions of Article R II 1.11; g) for staff members and fellows, the home station; h) for staff members, the job title and the classification upon appointment; i) any special conditions.  For apprentices, these conditions shall, as far as possible, conform to local legislation and practice.
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: a) the subcategory of associated member of the personnel to which the person belongs; b) the date of commencement and the duration of the appointment; c) the duty station; d) whenever applicable, the financial benefits granted on a regular basis for the total duration of the contract; e) whenever applicable, the percentage of annual working hours within the Organization, if it is below 100%; f) the obligation to comply with the provisions of Article R II 1.11; g) any special conditions.



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<b>REGULATIONS</b>
<b>Chapter II - Section 1</b>
Articles R II 1.14 - 1.19
31 March 2015

<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	Ts	The first twelve months of service after appointment shall be regarded as a probation period.  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.  On the basis of at least one report made during the probation period by the staff member's hierarchical supervisors, the Director-General shall decide whether to retain them 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>

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<b>REGULATIONS</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
R II 1.15 Amendment of contract	MP
R II 1.16 Part-time contracts of employment or association	MP  MPE
R II 1.17 Limited-duration contract	Ts
R II 1.18 Probation period	Ts- <del>Ft</del>
R II 1.19 Indefinite contract	Ts

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.

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.

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.

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.

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 personnel in the Organization's service or to dismiss them.

An indefinite contract may be awarded:

- a) to staff members holding a limited-duration contract, under a review procedure defined by the Director-General, or
- b) in exceptional circumstances and in the Organization's interests, at the time of appointment.

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<b><i>REGULATIONS</i></b>
<b>Chapter II - Section 1</b>
Article R II 1.20 - 1.26
1 January 2013

<i>Article N°</i>	<i>Applicable to</i>	
R II 1.20 Duration of contract of fellows	Fb	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.
R II 1.21 Duration of contract of apprentices	Ap	The Director-General shall fix the duration of the apprentices' contracts by reference to local legislation and practice.
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	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. 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.
R II 1.23 Duration of contract of associates for the purpose of international collaboration	MPAc	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.
R II 1.24 Change of duty station	MP	The Director-General may change the duty station of the members of the personnel subject to their consent.
R II 1.25 Determination of home station	Ts-Fb	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. <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol>
R II 1.26 Change of home station	Ts-Fb	At the request of the staff member or fellow concerned and at the discretion of the Director-General, the home station may be changed.

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<b>REGULATIONS</b>
<b>Chapter II - Section 1</b>
Article R II 1.20 - 1.26
1 January 2013

<i>Article N°</i>	<i>Applicable to</i>
<p><b>R II 1.20</b>            Duration of contract of fellows</p>	<p>Fb</p>
<p>R II 1.21            Duration of contract of apprentices</p>	<p>Ap</p>
<p>R II 1.22            Duration of contract of associates for the purpose of exchange of scientists and associates for the purpose of training</p>	<p>MPAx- MPAt</p>
<p>R II 1.23            Duration of contract of associates for the purpose of international collaboration</p>	<p>MPAc</p>
<p>R II 1.24            Change of duty station</p>	<p>MP</p>
<p>R II 1.25            Determination of home station</p>	<p>Ts-Fb</p>
<p>R II 1.26            Change of home station</p>	<p>Ts-Fb</p>

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.

The Director-General shall fix the duration of the apprentices' contracts by reference to local legislation and practice.

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. 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.

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<b>RULES</b>
<b>Chapter II - Section 2</b>
Articles S II 2.01 - 2.07
1 January 2007

**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 2.03 Career evolution	Ts
S II 2.04 Advancement	Ts
S II 2.05 Promotion	Ts
S II 2.06 Placement “hors cadre”	Ts
S II 2.07 Financial awards	Ts

Staff members shall be classified upon appointment according to the level of their functions, their expertise and the required qualifications.

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 recognized in the form of career evolution or financial awards.

The career evolution of staff members shall be in the form of advancement or promotion.

The advancement of staff members shall be in the form of the award of one or more steps within a salary band.

The promotion of staff members shall be in one of the following forms:

- a) a change of salary band;
- b) an exceptional career path extension;
- c) a change of career path.

On the proposal of the Director-General, the Council may decide to place certain staff members “hors cadre”.

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

- a) an award for extraordinary service;
- b) a responsibility award;
- c) an award for “hors cadre” functions.

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

**CHAPTER II**

**CONDITIONS OF EMPLOYMENT AND ASSOCIATION**

**Section 2 - Classification and merit recognition**

<i>Article N°</i>	<i>Applicable to</i>
<b>S II 2.01</b> <b>Classification</b>	Ts
<b>S II 2.02</b> <b>Merit recognition</b>	Ts
<b>S II 2.04</b> <b>Performance rewards</b>	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.06 deleted on 1 September 2016*

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

- extraordinary service award;
- responsibility award.



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**REGULATIONS**

**Chapter II - Section 2**

Articles R II 2.01 - 2.10

1 January 2007

**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 Career path system	Ts	The classification and career evolution of staff members shall be based on a system of career paths. Career paths shall be composed of several salary bands, each comprising several steps.
R II 2.02 Career paths	Ts	Staff members shall be classified in a career path according to the level of their functions and the qualifications required to perform them. A general definition of the career paths is specified in Annex R A 1.
R II 2.03 Salary bands and steps	Ts	Within a career path, staff members shall be classified in a salary band and step according to their expertise. The scale of basic salaries sets out the various salary bands and the value of the steps within them.
R II 2.04 Change of functions	Ts	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.
R II 2.05 Performance appraisal	Ts	The performance of staff members shall be appraised in the framework of: <ol style="list-style-type: none"> <li>a) an annual appraisal report transmitted to them, to which they may add any comments they consider appropriate, and/or</li> <li>b) a career review.</li> </ol> This appraisal shall not constitute a decision within the meaning of Article S VI 1.01.
R II 2.06 Periodic advancement	Ts	Where it emerges from the annual appraisal that the performance of staff members is meritorious, the Director-General shall grant them a periodic advancement of one step.
R II 2.07 Exceptional advancement	Ts	Where the performance of staff members is particularly meritorious, the Director-General may, at his discretion, grant them an exceptional advancement of one or more additional steps.
R II 2.08 Non-eligibility for advancement	Ts	No advancement shall be granted where staff members: <ol style="list-style-type: none"> <li>a) are in their probation period,</li> <li>b) have worked less than a third of the reference period, except where their absence is for professional reasons or maternity leave, or</li> <li>c) are in the last step of their salary band.</li> </ol>
R II 2.09 Career review	Ts	The promotion of staff members shall be on the basis of a career review.
R II 2.10 Change of salary band	Ts	The Director-General shall decide on a change of salary band within a career path according to the expertise and the performance of staff members.

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**CHAPTER II**

**CONDITIONS OF EMPLOYMENT AND ASSOCIATION**

**Section 2 - Classification and merit recognition**

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

<i>Article N°</i>	<i>Applicable to</i>
<b>R II 2.01</b> Grade structure	Ts
R II 2.04 Change of functions	Ts
<b>R II 2.05</b> Performance appraisal	Ts
<b>R II 2.06</b> Performance qualification	Ts
<b>R II 2.07</b> Performance rewards	Ts
R II 2.08 Non-eligibility for performance rewards	Ts
R II 2.09 Career review	Ts
<b>R II 2.10</b> Change of grade	Ts

The scale of basic salaries sets out the minimum, midpoint and maximum salary of each grade.

*Article R II 2.02 deleted on 1 September 2016*

*Article R II 2.03 deleted on 1 September 2016*

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.

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.

This appraisal shall not constitute a decision within the meaning of Article S VI 1.01

In the context of the annual appraisal, the staff member's performance shall be qualified as one of the following:

- a) insufficient,
- b) fair,
- c) strong, or
- d) outstanding

The annual performance of staff members shall be rewarded as follows:

- a) for staff members whose performance is qualified as fair, strong or outstanding, a salary increase; and,
- b) for staff members whose performance is qualified as strong or outstanding, a performance payment.

Both rewards are calculated as a percentage of the midpoint salary of the staff member's grade level.

The applicable percentages are defined by the Director-General.

Staff members may also be granted *ad hoc* performance rewards, at specific points in their career.

- a) No performance reward shall be granted where staff members:
  - i. are in their probation period,
  - ii. have worked less than a third of the reference period, except where their absence is for professional reasons or maternity leave.

- 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.

The promotion of staff members shall be on the basis of a career review.

The Director-General shall decide on a change of grade according to the level of functions, expertise and performance of staff members.

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<b><i>REGULATIONS</i></b>
<b>Chapter II - Section 2</b>
Articles R II 2.11 - 2.16
1 January 2007

<i>Article N°</i>	<i>Applicable to</i>	
R II 2.11 Exceptional career path extension	Ts	The Director-General may, at his discretion, decide to grant an exceptional career path extension to staff members whose performance has been particularly meritorious for a long period.
R II 2.12 Change of career path	Ts	The Director-General shall decide on a change of career path according to the level of functions of staff members.
R II 2.13 Placement “hors cadre”	Ts	The Council may decide to grant “hors cadre” placement to staff members whose functions are of the highest level.
R II 2.14 Award for extraordinary service	Ts	An award for extraordinary service may be granted to staff members in accordance with the terms and conditions specified in Annex R A 2.
R II 2.15 Responsibility award	Ts	A responsibility award may be granted to staff members in accordance with the terms and conditions specified in Annex R A 2.
R II 2.16 Award for “hors cadre” functions	Ts	An award for “hors cadre” functions may be granted to staff members in accordance with the terms and conditions specified in Annex R A 2.

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<b>REGULATIONS</b>
<b>Chapter II - Section 2</b>
Articles R II 2.11 - 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.

Articles 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

*Current text and proposed text (no modifications)**Page 21***RULES****Chapter II - Section 4**

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	Employed members of the personnel shall be entitled to annual leave.
S II 4.02 Sick leave	MPE	Employed members of the personnel shall be entitled to sick leave which shall not affect the date of termination of the contract.
S II 4.03 Leave for family reasons	MPE	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).
S II 4.04 Home leave	Ts-Fb	Staff members meeting the criteria for the award of the international indemnity and fellows shall be entitled to home leave.
S II 4.05 Special leave	MPE	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).
S II 4.06 Financial conditions during leave	MPE	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.
S II 4.07 Authorized absence of associated members of the personnel	MPA	For certain subcategories of associates, the Organization may grant an authorized absence on behalf of their home institution.
S II 4.08 Official holidays	MP	The Regulations shall lay down the official holidays.
S II 4.09 Compulsory special leave	MP	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.

*Current text and proposed text (no modifications)*  
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<b>REGULATIONS</b>
<b>Chapter II - Section 4</b>
Articles R II 4.01 - 4.08
1 January 2013

## 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	Ts-Fb
R II 4.04 Method of calculating annual leave of apprentices	Ap
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.

During their first year of service, apprentices shall be entitled to annual leave in accordance with local legislation and practice. As of the second year of service, their annual leave shall be calculated according to the method laid down in Article R II 4.03.

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.

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<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	Ts-Fb	<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>





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<b>REGULATIONS</b>
<b>Chapter II - Section 4</b>
Articles R II 4.17 - 4.24
1 January 2013

<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	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.  This examination shall systematically be required: when sick leave in any 12-month period exceeds 90 calendar days; on contract termination or, where applicable, at the moment when work actually ceased.
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	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: they have been absent for 21 calendar days or longer, their medical certificate indicates some reservation concerning their capacity for work, or their absence is attributable to an occupational illness or accident.
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	Employed members of the personnel wishing to take maternity leave shall be required to: provide a medical certificate indicating the expected date of confinement, and notify the Organization of the date of their return to work.
R II 4.23 Duration of maternity leave	MPE	Maternity leave shall begin six weeks before the expected date of confinement and shall cease ten weeks after the child's birth. The first day of this maternity leave may be postponed for a maximum of four weeks, provided that such postponement is supported by a medical certificate.  The total duration of maternity leave shall not be less than 16 weeks and may be extended: a) by three weeks: 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 mother, these periods being non-cumulative; b) and by four weeks for breast-feeding.
R II 4.24 Paternity leave	MPE	Male employed members of the personnel shall be entitled to remunerated paternity leave of six working days. This leave shall be extended by three working days in the event of multiple births.

**Proposed text**  
**Page 24**

<b>REGULATIONS</b>
<b>Chapter II - Section 4</b>
Articles R II 4.17 - 4.24
<b>1 January 2016</b>

<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	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.  This examination shall systematically be required: a) when sick leave in any 12-month period exceeds 90 calendar days; b) on contract termination or, where applicable, at the moment when work actually ceased.
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	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: a) they have been absent for 21 calendar days or longer, b) their medical certificate indicates some reservation concerning their capacity for work, or c) their absence is attributable to an occupational illness or accident.
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	Employed members of the personnel wishing to take maternity leave shall be required to: a) provide a medical certificate indicating the expected date of confinement, and b) notify the Organization of the date of their return to work.
<b>R II 4.23</b> <b>Duration of</b> <b>maternity leave</b>	MPE	<b>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.</b>  <b>The duration</b> of maternity leave shall not be less than 16 weeks and <b>shall</b> be extended: a) by three weeks: 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 mother, <b>v) in the event of serious illness or disability of the child,</b> these periods being non-cumulative; b) and by four weeks for breast-feeding.  <b>The total duration of maternity leave shall not exceed 23 weeks.</b>

<p>R II 4.24 Paternity leave</p>	<p>MPE</p>	<p>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:</p> <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 parent,</li><li>v) in the event of serious illness or disability of the child,</li></ul> <p>these periods being non-cumulative.</p>
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<b>REGULATIONS</b>
<b>Chapter II - Section 4</b>
Articles R II 4.25 - 4.32
1 January 2007

<i>Article N°</i>	<i>Applicable to</i>
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	Ts-Fb
R II 4.31 Conditions for home leave	Ts-Fb
R II 4.32 Special leave for personal convenience or professional reasons	Ts-Fb
	Ts

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

Employed members of the personnel may be entitled to three 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.

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.

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.

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 career path.

*Proposed text*  
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<b>REGULATIONS</b>
<b>Chapter II - Section 4</b>
Articles R II 4.25 - 4.32
<b>1 January 2016</b>

<i>Article N°</i>	<i>Applicable to</i>									
R II 4.25 Adoption leave	MPE	Employed members of the personnel shall be entitled to 15 weeks' remunerated adoption leave.								
<b>R II 4.26</b> <b>Parental leave</b>	MPE	Employed members of the personnel may be entitled to <b>four</b> months' unremunerated parental leave.								
R II 4.27 Leave in the event of illness of a close relative	MPE	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.								
R II 4.28 Leave for family events	MPE	Employed members of the personnel shall be entitled to remunerated leave for the following family events:								
		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Family events</th> <th style="text-align: center;">Number of working days</th> </tr> </thead> <tbody> <tr> <td>a) Marriage of the employed member of the personnel</td> <td style="text-align: center;">3</td> </tr> <tr> <td>b) Death of his spouse, child, father or mother</td> <td style="text-align: center;">3</td> </tr> <tr> <td>c) Death of his brother, sister, parent-in-law or step-parent</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	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
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									
R II 4.29 Compassionate leave	MPE	Employed members of the personnel may be entitled to unremunerated compassionate leave of a maximum of three months to care for a close relative.								
R II 4.30 Home leave	Ts-Fb	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.								
R II 4.31 Conditions for home leave	Ts-Fb	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	Ts-Fb	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.								
	Ts-Fb	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 career path.								

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<b>REGULATIONS</b>
<b>Chapter II - Section 4</b>
Articles R II 4.33 - 4.39
1 July 2008

<i>Article N°</i>	<i>Applicable to</i>	
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.
R II 4.38 Special leave during the annual closure of the site of the Organization	MP  MPE	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.
R II 4.39 Official holidays	MP	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: <ul style="list-style-type: none"> <li>– 1st January;</li> <li>– Good Friday;</li> <li>– Easter Monday;</li> <li>– 1st May;</li> <li>– Ascension Day;</li> <li>– Whit Monday;</li> <li>– "Jeûne Genevois" (Thursday following the first Sunday in September);</li> <li>– 24th December;</li> <li>– 25th December;</li> <li>– 31st December.</li> </ul> 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.

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<b><i>REGULATIONS</i></b>
<b>Chapter II - Section 4</b>
Articles R II 4.40 - 4.42
1 January 2013

<i>Article N°</i>	<i>Applicable to</i>
R II 4.40 Taking of leave	MPE
R II 4.41 Address during leave	MPE
R II 4.42 Application by analogy	MPA

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.



*Current text and proposed text (no modifications)*  
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<b>RULES</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	Ts – Fb Ts – Fb Ts – Fb Ts – Fb Ts – Fb 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.

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<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	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.
	Ts – Fb	However, the Director-General may set different working hours for both staff members and fellows.
R III 1.02 Special working hours	Ts – Fb	Special working hours are defined as follows:
	Ts – Fb	a) overtime shall mean any hour worked over and above the contractual working hours;
	Ts – Fb	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;
	Ts – Fb	c) Sunday work shall mean any hour worked on a Sunday;
	Ts – Fb	d) night work shall mean any hour worked between 8 p.m. and 7 a.m.;
	Ts – Fb	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;
	Ts	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.
R III 1.03 Time for knowledge transfer activities	Ts	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.
R III 1.04 Maximum working time	MP	Maximum working time shall be as follows:
	Ts	a) in all cases except for shift work: <ul style="list-style-type: none"> <li>- 12 hours per day;</li> <li>- 57 hours per week.</li> </ul> b) in the case of shift work: <ul style="list-style-type: none"> <li>- 10 hours per day (in exceptional circumstances, this can be increased to 12 hours per day over a maximum of two consecutive days);</li> <li>- 62 hours per week;</li> <li>- 116 hours per two-week period.</li> </ul>
R III 1.05 Minimum rest time	MP	Minimum rest time shall be as follows:
	Ts	a) in all cases except for shift work: <ul style="list-style-type: none"> <li>- one and a half days after six consecutive days of work;</li> <li>- six days per month.</li> </ul> b) in the case of shift work: <ul style="list-style-type: none"> <li>- 36 consecutive hours after five, six or seven consecutive shifts;</li> <li>- 10 days, including two-and-a-half consecutive days and two weekends, per five-week period.</li> </ul>

*Current text*  
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<b>REGULATIONS</b>
<b>Chapter III - Section 1</b>
Articles R III 1.06 – 1.10
31 March 2015

<i>Article N°</i>	<i>Applicable to</i>	
<p style="text-align: center;">R III 1.06 Waiver of the provisions on working and rest times</p>	<p style="text-align: center;">MP</p> <p style="text-align: center;">Ts</p>	<p>The Director-General may waive the provisions set out in Articles:</p> <ul style="list-style-type: none"> <li>- R III 1.04 a) and 1.05 a) in exceptional circumstances and in the interests of the Organization;</li> <li>- R III 1.04 b) and 1.05 b) for the fire and rescue services.</li> </ul>
<p style="text-align: center;">R III 1.07 Compensation and remuneration for staff members</p>	<p style="text-align: center;">Ts</p>	<p>Provided the work has been performed on the orders of the Head of Department:</p> <ol style="list-style-type: none"> <li>a) overtime, Sunday work and stand-by duty performed by staff members in career paths AA to E shall be compensated and/or remunerated;</li> <li>b) official holiday work or equivalent performed by staff members in career paths: <ul style="list-style-type: none"> <li>- AA to E shall be compensated or remunerated,</li> <li>- F and G may, in exceptional circumstances and at the Director-General's discretion, be compensated or remunerated;</li> </ul> </li> <li>c) night work performed by staff members in career paths: <ul style="list-style-type: none"> <li>- AA to E shall be compensated or remunerated,</li> <li>- F and G shall be compensated;</li> </ul> </li> <li>d) shift work performed by staff members in career paths AA to G shall be remunerated, and long-term shift work shall also be compensated and/or remunerated.</li> </ol>
<p style="text-align: center;">R III 1.08 Primacy of compensation</p>	<p style="text-align: center;">Ts</p>	<p>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.</p>
<p style="text-align: center;">R III 1.09 Compensation for fellows</p>	<p style="text-align: center;">Fb</p>	<p>Overtime, official holiday work or equivalent, Sunday work, night work and stand-by duty performed by fellows shall only be compensated.</p>
<p style="text-align: center;">R III 1.10 Compensation and remuneration during duty travel</p>	<p style="text-align: center;">Ts - Fb</p>	<p>Overtime, official holiday work or equivalent, Sunday work and night work performed during duty travel shall be neither compensated nor remunerated.</p>

*Proposed text*  
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<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>	
<p>R III 1.06 Waiver of the provisions on working and rest times</p>	<p>MP</p> <p>Ts</p>	<p>The Director-General may waive the provisions set out in Articles:</p> <ul style="list-style-type: none"> <li>- R III 1.04 a) and 1.05 a) in exceptional circumstances and in the interests of the Organization;</li> <li>- R III 1.04 b) and 1.05 b) for the fire and rescue services.</li> </ul>
<p style="background-color: yellow;">R III 1.07 Compensation and remuneration for staff members</p>	<p>Ts</p>	<p>Provided the work has been performed on the orders of the Head of Department:</p> <ul style="list-style-type: none"> <li>a) overtime, Sunday work and stand-by duty performed by staff members in <span style="background-color: yellow;">grades 1 to 7</span> shall be compensated and/or remunerated;</li> <li>b) official holiday work or equivalent performed by staff members in <span style="background-color: yellow;">grades</span>:             <ul style="list-style-type: none"> <li>- <span style="background-color: yellow;">1 to 7</span> shall be compensated or remunerated,</li> <li>- <span style="background-color: yellow;">8 to 10</span> may, in exceptional circumstances and at the Director-General's discretion, be compensated or remunerated;</li> </ul> </li> <li>c) night work performed by staff members in <span style="background-color: yellow;">grades</span>:             <ul style="list-style-type: none"> <li>- <span style="background-color: yellow;">1 to 7</span> shall be compensated or remunerated,</li> <li>- <span style="background-color: yellow;">8 to 10</span> shall be compensated;</li> </ul> </li> <li>d) shift work performed by staff members in <span style="background-color: yellow;">grades 1 to 10</span> shall be remunerated, and long-term shift work shall also be compensated and/or remunerated.</li> </ul>
<p>R III 1.08 Primacy of compensation</p>	<p>Ts</p>	<p>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.</p>
<p>R III 1.09 Compensation for fellows</p>	<p>Fb</p>	<p>Overtime, official holiday work or equivalent, Sunday work, night work and stand-by duty performed by fellows shall only be compensated.</p>
<p>R III 1.10 Compensation and remuneration during duty travel</p>	<p>Ts - Fb</p>	<p>Overtime, official holiday work or equivalent, Sunday work and night work performed during duty travel shall be neither compensated nor remunerated.</p>

*Current text and proposed text (no modifications)*  
*Page 33*

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

*Current text and proposed text (no modifications)*  
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{ Former page 34 deleted on 1 July 2008:  
modification No. 2 of 11<sup>th</sup> edition }

*Current text**Page 37***RULES****Chapter IV - Section 1**

Articles S IV 1.01 - 1.03

1 January 2013

**CHAPTER IV****SOCIAL CONDITIONS****Section 1 - Family, partners and family benefits**

<i>Article N°</i>	<i>Applicable to</i>
S IV 1.01 Family	MP
S IV 1.02 Partners	Ts-Fb
S IV 1.03 Family benefits	Ts-Fb-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.

A partner shall mean any person linked to an employed member of the personnel by a partnership officially registered in a Member State or Associate Member State. Partners shall be regarded as family members for the purposes of safeguarding against the financial consequences of illness and accidents.

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

*Proposed text*  
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**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
<b>1 January 2016</b>

<i>Article N°</i>	<i>Applicable to</i>
S IV 1.01 Family	MP
<b>S IV 1.02</b> <b>Marriage and</b> <b>registered</b> <b>partnership</b>	<b>MP</b>
S IV 1.03 Family benefits	Ts-Fb-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.

~~A partner shall mean any person linked to an employed member of the personnel by a partnership officially registered in a Member State or Associate Member State. Partners shall be regarded as family members for the purposes of safeguarding against the financial consequences of illness and accidents. (deleted on 1 January 2016)~~

**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.



*Current text and proposed text (no modifications)*

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**REGULATIONS****Chapter IV - Section 1**

Articles R IV 1.01 - 1.08

1 January 2013

**CHAPTER IV****SOCIAL CONDITIONS****Section 1 - Family, partners and family benefits**

<i>Article N°</i>	<i>Applicable to</i>	
R IV 1.01 Family allowance	Ts-Fb	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	Ts-Fb	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	Ts-Fb	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 (staff members and fellows)	Ts-Fb	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	Ts-Fb- 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)	Ts-Fb	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)	Ts-Fb- MPAx	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.  The Organization shall pay only one family allowance to staff members or fellows who are married to each other or who have children together.  The Organization shall pay only one child allowance and one infant allowance per child.



*Current text*  
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## CHAPTER IV

### SOCIAL CONDITIONS

#### Section 2 - Social insurance cover

<b>RULES</b>
<b>Chapter IV - Section 2</b>
Articles S IV 2.01 - 2.07
1 January 2013

<i>Article N°</i>	<i>Applicable to</i>
S IV 2.01 Social insurance cover of staff members and fellows	Ts-Fb  Ts-Fb  Ts
S IV 2.02 Social insurance cover of the family of staff members and fellows	Ts-Fb
S IV 2.03 Social insurance cover of partners of staff members and fellows	Ts-Fb
S IV 2.04 Social insurance cover of apprentices	Ap
S IV 2.05 Social insurance cover of associated members of the personnel	MPA
S IV 2.06 Social insurance cover of beneficiaries of the Pension Fund	Ts
S IV 2.07 Benefits and contributions	MPE

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.

The Organization shall take the necessary measures to safeguard the partners of staff members and fellows against the financial consequences of illness and accidents.

The Organization shall take the necessary measures to ensure that apprentices benefit from social insurance cover equivalent to that laid down by local legislation and practice.

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

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.

*Proposed text*  
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**CHAPTER IV**

**SOCIAL CONDITIONS**

**Section 2 - Social insurance cover**

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

<i>Article N°</i>	<i>Applicable to</i>
<p>S IV 2.01            Social insurance cover of staff members and fellows</p>	<p>Ts-Fb</p> <p>Ts-Fb</p> <p>Ts</p>
<p>S IV 2.02            Social insurance cover of the family of staff members and fellows</p>	<p>Ts-Fb</p>
<p>S IV 2.04            Social insurance cover of apprentices</p>	<p>Ap</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**

The Organization shall take the necessary measures to ensure that apprentices benefit from social insurance cover equivalent to that laid down by local legislation and practice.

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

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.

*Current and proposed text (no modifications)**Page 40***REGULATIONS****Chapter IV - Section 2**

Articles R IV 2.01 - 2.08

1 January 2013

**CHAPTER IV****SOCIAL CONDITIONS****Section 2 - Social insurance cover**

<i>Article N°</i>	<i>Applicable to</i>	
R IV 2.01 Social insurance measures	MP Ts-Fb Ts	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.
R IV 2.02 Social insurance cover of apprentices	Ap	For apprentices, membership of the Organization's Health Insurance Scheme shall be compulsory. They shall have old-age and disability insurance cover in accordance with local legislation.
R IV 2.03 Social insurance cover of associated members of the personnel	MPA	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.
R IV 2.04 Joint Advisory Rehabilitation and Disability Board (JARDB)	Ts-Fb	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.
R IV 2.05 Rehabilitation measures	Ts-Fb	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.
R IV 2.06 Recognition of disability	Ts-Fb	Where the incapacity for work of staff members or fellows is permanent, the JARDB shall propose that their disability be recognized.
R IV 2.07 Partial disability	Ts-Fb	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.
R IV 2.08 Total disability	Ts-Fb	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.

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<b>RULES</b>
<b>Chapter V - Section 1</b>
Articles S V 1.01 - 1.02
1 January 2007

**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	Ts-Fb-MPA

Financial benefits shall mean:

- a) remunerations (basic salary for staff members, stipend for fellows, wage for apprentices);
- 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.

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**CHAPTER V**

**FINANCIAL CONDITIONS**

**Section 1 - Financial benefits**

<b>REGULATIONS</b>
<b>Chapter V - Section 1</b>
Articles R V 1.01 - 1.09
1 January 2013

<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.
R V 1.03 Wages of apprentices	Ap	The wages of apprentices shall be determined by the Director-General by reference to local legislation and practice.
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 1.05 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)	Ts-Fb	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)	Ts-Fb	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>
		The payment shall not exceed the amount of the travel expenses for a single journey to the home station.
	MPA	The Director-General may authorize such travel expenses to be paid to associated members of the personnel.

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<b>REGULATIONS</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)	Ts-Fb	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	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.  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.
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	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: a) they meet the criteria for the award of the international indemnity, b) their home station is outside a circle with a radius of 500 km with its centre at the duty station, and c) they do not hold an indefinite contract.  This journey may not be carried forward from one year to the next.
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)	Ts-Fb	The Organization shall pay the travel expenses of: a) staff members meeting the criteria for the award of the international indemnity, and b) fellows,  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.  The payment shall not exceed the amount of the travel expenses for the return journey to the home station.
R V 1.16 Travel expenses (family members)	Ts-Fb	The Organization shall pay the travel expenses of the family of staff members and fellows if they accompany them: a) on the journeys to the home station; b) on travel for family reasons; c) in the event of a change of duty station; d) on duty travel of at least six consecutive months; e) on travel to take up appointment and following termination of contract.



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<b>REGULATIONS</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	<p>The following provisions shall apply to certain categories of associates:</p> <p>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;</p> <p>b) paragraph e) above.</p>
R V 1.17 Prior authorization of travel		The travel referred to in Articles R V 1.08 to 1.16 shall require prior authorization.
R V 1.18 Route and date of travel	MP	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.
R V 1.19 Removal expenses (taking up appointment)	Ts	<p>When staff members take up their appointment, the Organization shall pay their removal expenses, provided that:</p> <p>a) they are entitled to the payment of the travel expenses referred to in Article R V 1.08, and</p> <p>b) the removal takes place within the two years following the taking-up of appointment,</p> <p>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.</p> <p>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.</p>
R V 1.20 Removal expenses (termination of contract)	Ts	<p>On termination of contract, the Organization shall pay the removal expenses of staff members, provided that:</p> <p>a) they are entitled to the payment of the travel expenses referred to in Article R V 1.09, and</p> <p>b) the removal takes place within the two years following the termination of their contract,</p> <p>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.</p> <p>The payment shall not exceed the amount of the removal expenses to the home station.</p>
R V 1.21 Removal expenses (change of duty station)	Ts	In the event of a change of duty station, the Organization shall pay the removal expenses of staff members.
R V 1.22 Sundry expenses (duty travel)	MP	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.



*Current text*  
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<b>REGULATIONS</b>
<b>Chapter V - Section 1</b>
Articles R V 1.23 - 1.31
1 January 2013

<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: <ul style="list-style-type: none"> <li>a) language courses in the child's mother tongue, except in French;</li> <li>b) French language courses where the child is not French-speaking.</li> </ul>
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: <ul style="list-style-type: none"> <li>a) in career paths C to G,</li> <li>b) 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</li> <li>c) 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,</li> </ul> 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: <ul style="list-style-type: none"> <li>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,</li> <li>b) or during leave taken while on duty travel.</li> </ul>
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	Ts-Fb	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.

*Proposed text*  
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<b>REGULATIONS</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: <ol style="list-style-type: none"> <li>a) language courses in the child's mother tongue, except in French;</li> <li>b) French language courses where the child is not French-speaking.</li> </ol>
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 <b>members</b> : <ol style="list-style-type: none"> <li>a) <b>whose</b> 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</li> <li>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.</li> </ol>
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: <ol style="list-style-type: none"> <li>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,</li> <li>b) or during leave taken while on duty travel.</li> </ol>
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	Ts-Fb	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.

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<b>REGULATIONS</b>
<b>Chapter V - Section 1</b>
Articles R V 1.32 - 1.38
1 January 2013

<i>Article N°</i>	<i>Applicable to</i>	
R V 1.32 Installation indemnity	Ts-Fb	The Organization shall pay: a) staff members who are entitled to the payment of removal expenses, and b) fellows who are entitled to the payment of travel expenses, 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.
R V 1.33 Reinstallation indemnity	Ts	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.
R V 1.34 Termination indemnities and grants	Ts	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.
R V 1.35 Benefits in the event of death	MPE  MP	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.  The Organization shall pay the cost of repatriating the body of deceased members of the personnel or deceased members of their family.
R V 1.36 Advance payments	MPE-MPAx- MPAt	Advance payments may be granted to employed members of the personnel and associates for the purpose of exchange of scientists or training.
R V 1.37 Limitation of claims	MP	Claims for payment submitted by the members of the personnel shall not be admissible after six months, except in the case of claims: a) concerning the payment of education fees, which shall not be admissible after one year; b) regarding the calculation of the items shown on the pay slip, which shall not be admissible after two years.  The period of admissibility shall run from the date on which the entitlement to the payment begins.
R V 1.38 Obligation to furnish information	MP	Members of the personnel shall declare to the Organization in writing within 30 calendar days: 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; b) any change in their personal status or that of members of their family; c) any health insurance cover and any income or retirement pension deriving from a professional activity from which their spouse or partner benefits outside the Organization; d) the cessation of full-time studies or the taking-up of employment by any of their dependent children; e) any change of usual address.

*Proposed text*  
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<b>REGULATIONS</b>
<b>Chapter V - Section 1</b>
Articles R V 1.32 - 1.38
1 January 2013

<i>Article N°</i>	<i>Applicable to</i>	
R V 1.32 Installation indemnity	Ts-Fb	The Organization shall pay: a) staff members who are entitled to the payment of removal expenses, and b) fellows who are entitled to the payment of travel expenses, 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.
R V 1.33 Reinstallation indemnity	Ts	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.
R V 1.34 Termination indemnities and grants	Ts	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.
R V 1.35 Benefits in the event of death	MPE  MP	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.  The Organization shall pay the cost of repatriating the body of deceased members of the personnel or deceased members of their family.
R V 1.36 Advance payments	MPE-MPAx- MPAt	Advance payments may be granted to employed members of the personnel and associates for the purpose of exchange of scientists or training.
R V 1.37 Limitation of claims	MP	Claims for payment submitted by the members of the personnel shall not be admissible after six months, except in the case of claims: a) concerning the payment of education fees, which shall not be admissible after one year; b) regarding the calculation of the items shown on the pay slip, which shall not be admissible after two years.  The period of admissibility shall run from the date on which the entitlement to the payment begins.
<b>R V 1.38 Obligation to furnish information</b>	MP	Members of the personnel shall declare to the Organization in writing within 30 calendar days: 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; b) any change in their personal status or that of members of their family; c) any health insurance cover and any income or retirement pension deriving from a professional activity from which their <b>spouse benefits</b> outside the Organization; d) the cessation of full-time studies or the taking-up of employment by any of their dependent children; e) any change of usual address.

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<b>REGULATIONS</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	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.
R V 1.40 Recovery of undue payments	MP	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.
R V 1.41 Authorization for seizure	Ts-Fb	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: <ul style="list-style-type: none"> <li>a) family allowances;</li> <li>b) maintenance payments;</li> <li>c) compensatory benefits.</li> </ul>
R V 1.42 Waiver of the provisions concerning financial benefits	MP	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.





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<b>RULES</b>
Chapter VI - Section 2
Articles S 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>	
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: <ul 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) loss of one or more steps;</li> <li>e) dismissal.</li> </ul>
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: <ul 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> </ul>
<i>Article S VI 2.08 deleted on 1 January 2013</i>		

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**CHAPTER VI**

**SETTLEMENT OF DISPUTES AND DISCIPLINE**

**Section 2 - Discipline**

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

<i>Article N°</i>	<i>Applicable to</i>
S VI 2.01 Grounds for disciplinary action	MP
S VI 2.02 Disciplinary action	MP
S VI 2.03 Right of reply	MP
S VI 2.04 Consultation of the Joint Advisory Disciplinary Board (JADB)	MP
S VI 2.05 Particularly serious misconduct	MP
S VI 2.06 Disciplinary procedure for staff members appointed by the Council	Ts
S VI 2.07 Exercise of the authority of the Director-General in disciplinary matters	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.

Depending on the gravity of the breach or misconduct involved, the disciplinary action shall be:

- a) a warning;
- b) a reprimand;
- c) suspension without remuneration or pay for a period not exceeding six months;
- d) downward adjustment of the staff member's salary;
- e) demotion;
- f) dismissal.

No disciplinary action shall be taken unless the impugned member of the personnel has been given the right to reply.

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.

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.

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.

The Director-General shall exercise his authority for disciplinary matters through:

- a) the Head of the Human Resources Department for the investigation of disciplinary matters;
- b) the Head of Department of the impugned member of the personnel for decisions to issue a warning or a reprimand;
- c) the Director in charge of Administration for all other decisions on disciplinary matters, except those concerning dismissal.

*Article S VI 2.08 deleted on 1 January 2013*

***Current text and proposed text (no modifications)******Page 56*****REGULATIONS****Chapter VI - Section 2**

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	<p>The Head of the Human Resources Department shall be responsible for investigating disciplinary matters:</p> <p>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,</p> <p>b) or on his own initiative.</p>
R VI 2.02 Incompatibility	MP	<p>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.</p>
R VI 2.03 Procedure in the event of a warning or reprimand	MP	<p>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.</p> <p>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.</p> <p>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.</p>
R VI 2.04 Placement on file of the warning or reprimand	MP	<p>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.</p> <p>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.</p>
R VI 2.05 Other disciplinary actions	MP	<p>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.</p>
R VI 2.06 Right of reply	MP	<p>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.</p>
R VI 2.07 Referral to the JADB	MP	<p>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.</p>

***Current text and proposed text (no modifications)***  
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<b><i>REGULATIONS</i></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>

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<b>REGULATIONS</b>
<b>Chapter VI - Section </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	<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 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.</li> </ol>
R VI 2.16 Report by the JADB	MP	<p>The JADB shall draw up a report which shall include the following elements:</p> <ol style="list-style-type: none"> <li>a) fact(s) liable to give rise to disciplinary action;</li> <li>b) statement of procedure;</li> <li>c) main arguments of the parties;</li> <li>d) evidence submitted by the parties and evaluation of the JADB;</li> <li>e) summary of any hearings of witnesses or experts;</li> <li>f) considerations of the JADB, including any aggravating or mitigating circumstances;</li> <li>g) any disciplinary action recommended by the JADB;</li> <li>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.</li> </ol> <p>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.</p>
R VI 2.17 Decision following the disciplinary procedure	MP	<p>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:</p> <ol style="list-style-type: none"> <li>a) decide whether disciplinary action is to be taken and notify the impugned member of the personnel of his decision in writing;</li> <li>b) forward the report of the JADB to him;</li> <li>c) where applicable, indicate his reasons for not following the Board's recommendation;</li> <li>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.</li> </ol>
R VI 2.18 Compulsory special leave	MP	<p>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.</p>



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<b>RULES</b>
<b>Annex A 1 - page 1</b>
1 January 2012
<b>Applicable to:</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 career paths AA to B and for staff members in career paths C to G 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 career paths AA to B, these shall be the employers established in the local region of the Organization that offer salaries that are among the most competitive.
  - b) For career paths C to G, 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 career paths, 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.

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

**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.



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1 January 2012
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*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.

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

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

### General definition of career paths

(Article R II 2.02)

Career path	Field of activity	General level definition of major functions	Required qualifications
<b>AA</b>	Semi-skilled crafts or office work.	Routine manual or office work involving a limited level of difficulty.	Short apprenticeship <sup>1</sup>
<b>A</b>	<ul style="list-style-type: none"> <li>- Specialized work;</li> <li>- Skilled crafts;</li> <li>- Skilled office work.</li> </ul>	<ul style="list-style-type: none"> <li>- Specialized manual, office or support service work;</li> <li>- Qualified crafts or office work involving a variety of problems of execution;</li> <li>- Responsibility for a specialized work unit.</li> </ul>	Long apprenticeship <sup>1</sup>
<b>B</b>	<ul style="list-style-type: none"> <li>- Technical/clerical/administrative work;</li> <li>- Master craftsmanship;</li> <li>- Skilled craft/office work supervision.</li> </ul>	<ul style="list-style-type: none"> <li>- Technical or administrative work in a given field;</li> <li>- Development work requiring mastery of a trade;</li> <li>- Responsibility for a skilled work unit.</li> </ul>	Technical certificate <sup>1</sup>
<b>C</b>	Higher technical or administrative work.	<ul style="list-style-type: none"> <li>- Technical or administrative work involving the study of complex and specialized problems;</li> <li>- Administrative work involving analysis of principles/precedents;</li> <li>- Responsibility for an organic work unit.</li> </ul>	Higher Technical diploma <sup>1</sup>
<b>D</b>	<ul style="list-style-type: none"> <li>- Technical engineering</li> <li>- Executive administration.</li> </ul>	<ul style="list-style-type: none"> <li>- Technical or administrative work involving the study and implementation of complex and highly specialized projects/activities of services;</li> <li>- Responsibility for a large organic unit.</li> </ul>	Technical Engineer diploma or equivalent university degree
<b>E</b>	<ul style="list-style-type: none"> <li>- Scientific;</li> <li>- Engineering;</li> <li>- Professional administration.</li> </ul>	<ul style="list-style-type: none"> <li>- Research, development or professional work including academic studies and/or supervisory responsibilities.</li> </ul>	University degree <sup>1</sup>
<b>F</b>	<ul style="list-style-type: none"> <li>- Scientific;</li> <li>- Engineering;</li> <li>- Professional administration.</li> </ul>	<ul style="list-style-type: none"> <li>- Leadership of research, development;</li> <li>- Professional work involving a wide range of academic studies and/or strategic responsibilities.</li> </ul>	University degree <sup>1</sup>
<b>G</b>	Responsibilities of the highest level of scientific and/or management complexity, originality and wide distinction.		University degree <sup>1</sup>

<sup>1</sup> or equivalent

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

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<b>REGULATIONS</b>
<b>Annex R A 2</b>
Articles R A 2.01 – 2.03
1 January 2012

**Financial awards**

(Articles R II 2.14 to 2.16)

<i>Article N°</i>	<i>Applicable to</i>
R A 2.01 Amount of the award for extraordinary service	Ts
R A 2.02 Amount of the responsibility award	Ts
R A 2.03 Amount of the award for “hors cadre” functions	Ts

The award for extraordinary service 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 2.15 shall correspond to a maximum of 10% of the basic monthly salary of the staff member concerned.

The combined basic monthly salary and responsibility award of the staff member concerned shall not exceed the basic monthly salary corresponding to the last step of career path G.

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.

The award for “hors cadre” functions provided for in Article R II 2.16 shall correspond to a maximum of 20% of the basic monthly salary of the staff member concerned.

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

**Financial awards**

**(Articles 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**



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**Monthly basic salaries of staff members (in Swiss francs)**  
(Article R V 1.01)

<b>REGULATIONS</b>
Annex R A 5
1 January 2012
<i>Applicable to: Ts</i>

**Minimum and maximum values for career paths**

A.A.	A		B		C		D		E		F		G											
	A.A.	A.A.	Ba	Bb	Bc	step value	Ca	Cb	Cc	Da	Db	Dc	step value	Ea	Eb	Ec	Fa	Fb	Fc	step value	Ga	Gb	step value	
3750	4714	5191	5904	5396	6128	6978	5794	6599	7522	6732	7673	8950	7980	9128	10665	12212	13275	15448	16180	16959	19040	20424	220	231
4700	5414	6171	7304	6126	7661	8292	6584	8732	9655	7662	10184	11740	9100	12264	14249	14717	16615	17987	19040	19940	20424			
ECE min	5453	ICE min	7567	ECE min	8362	ICE min	ECE min	9742	ICE min	11800	ECE min	14344	ICE min	18159	ECE min	18159	ECE min	18159	ECE min	19065	20648			
ECE max	5943	ECE max	8170	ECE max	9389	ECE max	10925	ECE max	13810	ECE max	16328	ECE max	18819	ECE max	18819	ECE max	18819	ECE max	18819	ECE max	19498	22727		

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

**Monthly basic salaries of staff members (in Swiss francs)  
 (Article R V 1.01)**

**Minimum and maximum values for grades**

Midpoint, minimum and maximum values for grades																													
Grade 1			Grade 2			Grade 3			Grade 4			Grade 5			Grade 6			Grade 7			Grade 8			Grade 9			Grade 10		
Min	3859		Min	4592		Min	5465		Min	6503		Min	7739		Min	8513		Min	10130		Min	12055		Min	14345		Min	17071	
Midpoint	4631		Midpoint	5511		Midpoint	6558		Midpoint	7804		Midpoint	9287		Midpoint	10216		Midpoint	12157		Midpoint	14466		Midpoint	17215		Midpoint	20486	
Max	5403		Max	6430		Max	7651		Max	9105		Max	10835		Max	11919		Max	14183		Max	16878		Max	20085		Max	23900	

*Current text*  
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<b>REGULATIONS</b>
<b>Annex R A 8</b>
Articles R A 8.01 – 8.03
1 January 2007

**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 that corresponding to salary band a, step 0, of the career path 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.

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<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.

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**REGULATIONS**

**Annex R A 9**

Articles R A 9.01 – 9.04

1 July 2007

**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 salary band Ca, step 10;
- b) at most the basic salary corresponding to salary band Eb, step 5.

The additional months of basic salary for family members specified in the above table shall be paid only where the latter takes up residence with the staff member within 12 months of his taking up appointment or changing duty station.

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.

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

**Installation indemnity**

(Article R V 1.32)

Article N°	Applicable to
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 additional months of basic salary for family members specified in the above table shall be paid only where the latter takes up residence with the staff member within 12 months of his taking up appointment or changing duty station. (deleted on 1 January 2016)~~

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.

*Current text**Page 76***REGULATIONS****Annex R A 10**

Articles R A 10.01 – 10.04

1 July 2007

**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 salary band Ca, step 10;
- b) at most the basic salary corresponding to salary band Eb, step 5.

The amount applicable to staff members recipient of the family allowance shall be paid only if at least one of their family members takes up residence with them.

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.

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<b>REGULATIONS</b>
<b>Annex R A 10</b>
Articles R A 10.01 – 10.04
1 September 2016 - 1 January 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 to **105% of the midpoint salary of grade 5**.

~~The amount applicable to staff members recipient of the family allowance shall be paid only if at least one of their family members takes up residence with them. (deleted on 1 January 2016)~~

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.