



STAFF RULES

of IALA established as an Intergovernmental Organization

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1. INTRODUCTION

Preamble

1.1 ____ The Staff Rules set out the fundamental conditions of service, namely the duties and obligations as well as the basic rights of the staff members as defined in Rule 1.4 (d). The non-permanent staff members are governed by separate rules included as Annex C.

1.2 The Staff Rules and amendments are subject to approval by the Council in conformity with the Convention on the International Organization for Marine Aids to Navigation Article 8.8 (m).

1.3 ____ Exceptions to the Staff Rules may be made by the Secretary-General, provided that such exception is not inconsistent with any staff regulation or other decision of the Council and in the opinion of the Secretary-General, not prejudicial to the interests of any other types of personnel.

Definitions

1.4 For the purposes of the Staff Rules, the following definitions apply:

- (a) **“Organization”** means the International Organization for Marine Aids to Navigation (IALA).
- (b) **“Convention”** means the Convention on the International Organization for Marine Aids to Navigation.
- (c) **“Headquarters agreement”** means the agreement between the Organization and the French Republic signed in XXX on XXX which sets out the privileges and immunities enjoyed by the Organization and its ~~personnel~~ permanent staff members in the territory of France. |

(d) A “**staff member**” is recruited by the Organization on a permanent contract, and ~~upon completion of the~~ is required to complete a probation ~~period~~.

Commenté [A1]: Changed so the definition covers staff members during probation rather than only after it

(e) A “**non-permanent staff member**” is an independent expert/consultant or seconded officer, or intern/ student whose respective contract does not grant the status of staff member and is governed by separate rules included as Annex C.

(f) “**Locally recruited staff**” is a staff member with skills that can be recruited from the Paris region.

(g) “**Internationally recruited staff**” is a staff member with specific technical or management skills in Marine Aids to Navigation ~~and which cannot be found through recruitment in the Paris region~~.

Commenté [A2]: Is this the correct criterion? Perhaps ‘recruited following an international selection process’?

(h) “**Home country**” means the country where the staff member and their dependent family resided immediately prior to appointment.

(i) A “**child**” is any of the following children for whom the staff member provides main and continuing support:

- a natural or legally adopted child; or
- a stepchild who is residing with the staff member; or
- a child who cannot be legally adopted, for whom the staff member has legal responsibility and who is residing with the staff member.

(i) A “**dependent child**” is a child, residing with the staff member and for whom the staff member provides main and continuing support and who meets one of the following criteria:

- a child under the age of 18 years; or
- a child between the ages of 18 and 25 years, who attends university or its equivalent fulltime; or
- a child of any age who has a permanent disability or for a period that is expected to be long-term that prevents substantial gainful employment.

~~(j)(k)~~ “**Dependent family**” means a spouse, by marriage or by registered partnership or equivalent, and/or ~~any dependent children~~ children recognized as dependents under paragraph (i) and (j) above.

2. TYPES OF PERSONNEL

General

2.1 Staff members may either be locally recruited staff or internationally recruited staff depending on the requirements of the position. In line with the principle established in the Convention Article 8.3, a distribution of positions between nationals of Member States of the Organization, particularly those in senior positions, shall be ensured as much as possible.

Staff members

2.2 The positions of the staff members shall be divided into three categories:

- (a) Category I includes the Secretary-General and the Deputy Secretary-General.
- (b) Category II includes the Dean of the World-Wide Academy and the Directors.
- (c) Category III includes all other permanent staff members.



3. THE SECRETARY-GENERAL

3.1 The Secretary-General is elected by the General Assembly for a term of three years, according to the Convention Article 7.7 (e). The Secretary-General may be re-elected by the General Assembly for up to two additional consecutive terms of three years each in accordance with the Convention Article 10.2.

3.2 While the Staff Rules to the extent that this is appropriate apply to the Secretary-General, the specific terms and conditions of the employment of the newly elected Secretary-General ~~in accordance with the Staff Rules~~ shall be determined by the President and the Chair of the Finance and Audit Group.

3.3 In cases where the Secretary-General is empowered by the Staff Rules to exercise discretion in their application, any decision that personally affects or concerns the Secretary-General, shall be endorsed by the President.

3.4 The Secretary-General is responsible for ensuring that all staff members comply with the Staff Rules as applicable and that all non-permanent staff members comply with the rules for non-permanent staff. In order to ensure the efficient operation of the Secretariat, the Secretary-General may delegate some of the responsibilities described in the Staff Rules or in the rules for non-permanent staff members to the Deputy Secretary-General, the Dean, a director or other responsible manager.

3.5 The official date on which the new Secretary-General takes over will be within the first three months following the conclusion of the General Assembly.

3.6 In order to ensure a satisfactory hand-over between the outgoing Secretary-General and the successor, an overlap of a maximum period of five working days between the incoming and outgoing Secretary-General is permitted. This overlap period does not modify the official date on which the new Secretary-General takes over.

3.7 During this overlap period, the practical arrangements of which will be settled by mutual agreement, both the incoming and the outgoing Secretary-General will receive emoluments and allowances provided for in the Staff Rules.

3.8 If the Secretary-General is unavailable or absent the Deputy Secretary-General shall take over the exercise of the power given to the Secretary-General.

4. STAFF REPRESENTATIVES

4.1 Staff members in Categories II and III shall ~~each~~ elect their staff representative and alternate by means of elections organized every three years and under electoral regulations agreed by the Secretary-General.

4.2 To be a candidate, a staff member must be at least 18 years old, work for at least one year at the Organization and shall not live in a relationship nor be ~~ascendant~~ child, brother or sister ~~with~~ of the Secretary-General, the Deputy Secretary-General, the Dean or a director.

4.3 The staff representatives, whose mandate is renewable, shall present any collective or individual issues to the Secretary-General and promote the improvement of health, safety and working conditions in the Organization.

4.4 The election shall be organized by the Secretariat, made by secret ballot or electronically , and will take place during working hours.

4.5 The functions of ~~the~~ a staff representative may terminate early, in one of the following cases:
(a) termination of the employment contract, resignation, dismissal, etc.;
(b) loss of eligibility conditions as a staff member;
(c) revocation of the mandate by two third of staff members, in the form of a written request sent to the Secretary-General with the purpose of organizing a new election; or
~~(e)~~ (d) when the staff member voluntarily wishes to relinquish the role.

4.6 The Secretary-General and the staff representatives shall meet on a regular basis, at least twice a year and record discussions in a designated register stored in the Secretariat. Details shall be included in the Secretariat Procedures.

5. WORKPLACE AND WORKING HOURS

5.1 The Organization is headquartered in France, in accordance with the Convention Article 1.3. The workplace shall be the Headquarters of the Organization, unless otherwise specified in accordance with the Staff Rules.



5.2 The workplace of ~~Staff~~staff members may be transferred to any other place and / or any other existing or future establishment or headquarters of the Organization in line with the Convention and the decisions of the General Assembly. The Secretary-General will plan and organize the practical details of such transfer.

5.3 The working hours shall be 37 hours a week based on five working days per week, from Mondays to Fridays for a full-time position. The offices of the Organization are closed on Saturdays, Sundays and on French Public Holidays. This rule does not apply to Category I.

5.4 Exceptions from the working hours as defined in Rule 5.3 with less than 37 hours may be agreed. Details are to be included in the respective contracts and decided by the Secretary-General.

5.5 A staff member may be required to work beyond the normal number of working hours whenever requested to do so. In this case, overtime shall be compensated in accordance with Rule 24.

5.6 The daily working schedule for each staff member is normally from 9:00 to 17:00 but is flexible provided that the work requirements are met.

5.7 Staff members can, with the approval of the responsible manager, perform the requirements of their job description at a location remote from the Headquarters for ad-hoc or regular periods following these general rules:

- (a) Endeavour to work from the Headquarters when major meetings such as Committee and Council meetings etc. and events are hosted there.
- (b) Avoid excessive periods of remote work in order to maintain connection and cohesion with the rest of the team.
- (c) Travel to and from home is not considered remote working and shall normally be planned outside working hours.
- (d) Where work is conducted remotely, the staff member must remain accessible during working hours to ensure seamless communication and collaboration with internal and external stakeholders.

(e) The Staff Rules apply regardless of whether the work is performed at home or at the workplace.

~~(e)~~(f) Ensure the remote location meets work health and safety requirements.

5.8 Periods of presence, absence, remote working or time spent abroad on mission shall be indicated in the internal work planning tools.

6. PUBLIC HOLIDAYS

6.1 The staff members shall be entitled to all official public holidays declared each year by the French Government.

6.2 The list of public holidays shall be published early each year by the Secretariat and may include “bridge days” and a Christmas closedown, the dates of which are decided by the Secretary-General. Staff members will not be required to use any of their leave days during these periods.

7. UNAUTHORIZED ABSENCE

7.1 Unauthorized absence from duty shall render a staff member liable to disciplinary action as provided for in Rule 30.

7.2 Unauthorized absence for 15 consecutive calendar days or more shall be considered as abandonment of post and the contract of employment between the Organization and the staff member shall be deemed to have ceased on the first day of unauthorized absence. In this case, the termination indemnity for staff members as provided in Rule 29.7 is not paid.

8. LEAVE

Annual Leave

8.1 A full-time staff member will accrue 25 days per year of annual leave for each completed year of continuous service and observe the following requirements:

- (a) All leave is subject to prior approval by a responsible manager or by the Secretary-General.
- (b) The annual leave year runs from 1 January to 31 December.
- (c) Part-time staff members are entitled to annual leave calculated on a pro rata basis.
- (d) Annual leave may be taken in units of days and half-days.
- (e) Annual leave shall be taken during the year in which it is earned.
- (f) A maximum of five days of unused annual leave can be carried forward to the following year.
- (g) Staff members may not take more than four weeks of annual leave in a row.
- (h) The main holiday should be taken from June to August, as far as possible or outside the committee periods.
- (i) Staff members commencing employment during the year will be entitled to annual leave on a pro rata basis.

8.2 All arrangements related to leave shall be subject to the exigencies of service, which may require that leave be taken by a staff member during a period designated by the Secretary-General. The personal circumstances and preferences of the individual staff member shall, as far as possible, be considered.

8.3 In case of termination of employment, monetary compensation for any unused annual leave will be paid out to the staff member.

Home leave

8.4 Internationally recruited staff members, with the exception of staff members having Metropolitan France as their home country, shall be entitled to reimbursement of one return travel trips to their home country, for themselves and their dependent family of the same household, for every 12 months of service under the following conditions:

Commenté [A3]: Staff are recruited on a permanent basis. Is home leave available regardless of the fact that the permanent residence is now France? Does it continue for ever?

Commenté [A4]: Does this actually mean to a specific location in the home country, and does it cover internal travel within the home country to get there? Not car hire, bus or taxi? OR does it mean only to first port of call in home country?



- (a) the reimbursement of the cost of travel shall be limited to economy class air travel or first-class rail travel; and
- (b) leave taken for this purpose will be charged against the staff member's annual leave balance.

8.5 In exceptional circumstances, a change in the place of home leave may be authorized, under conditions established by the Secretary-General.

8.6 The Secretary-General may require staff members to take their home leave in conjunction with travel on official business.

Sick Leave

8.7 Staff members are entitled to sick leave when ill or in case of hospitalization. After a maximum of two working days, the staff member must present a doctor's certificate to the relevant responsible manager.

Commenté [A5]: Is there any limit on this? Is there an annual allocation? Does it accrue?

8.8 Staff members undertake to immediately inform the Secretariat and manager on the same day by any way such as phone call, text, email etc. of any event preventing them from performing their duties, to specify the reasons and the expected duration of absence.

8.9 Subject to a doctor's certificate, staff members may benefit from maintained salary, deduction from received French social security payment and support from the provident fund, depending on the duration of the sick leave.

Special Leave

8.10 The Secretary-General may grant special leave to staff members in the case of special circumstances such as death of a family member etc.

8.11 In addition to the special leave in Rule 8.10, the French social security system provides such as for maternity and paternity leave.

8.12 The Secretary-General may grant, for valid and exceptional reasons, unpaid leave for a limited period.

9. DUTIES AND PRIVILEGES

9.1 Staff members perform ~~exclusively international~~ duties exclusively for the Organization and shall not seek or receive instructions from any government or from any other source external to the Organization in accordance with the Convention Article 10.7. They shall neither seek nor accept, from any source, directly or indirectly, any material or other benefits which would be incompatible with their obligations towards the Organization. By accepting appointment, they undertake to discharge their duties and to regulate their conduct with the sole interests of the Organization.

9.2 Staff members shall supply the Secretary-General with relevant information such as nationality, certificates of qualification, passport and visa, family situation, dependents, and declared residential location both during the application process and on subsequent employment, for the purpose of determining their status under the Staff Rules as well as for the purpose of completing administrative arrangements in connection with their employment. Staff members shall be held personally accountable for the accuracy and completeness of the information they provide.

9.3 Staff members shall promptly notify the Secretary-General, in writing, of any subsequent changes affecting their status or administrative arrangements under the Staff Rules.

9.4 No staff member shall accept any honour, decoration, favour or remuneration from any source without first obtaining the approval of the Secretary-General.

9.5 Staff members who receive a protocol gift on behalf of the Organization shall declare and entrust it to the Secretary-General, who will display or store it at the Headquarters of the Organization.

9.6 Staff members shall benefit from the privileges and immunities as described in Article 11 of the Headquarters Agreement, whereas the Secretary-General additionally shall enjoy the privileges and immunities in accordance with Article 12 of the Headquarters Agreement.

9.7 Staff members undertake both during and after the termination of the employment without limit of time to keep secret all confidential information with regard to the Organization and the work conducted for the Organization and not to disclose this information to any third party outside of the Organization unless authorized by the Secretary-General to do so.

Commenté [A6]: What information is confidential?

9.8 In line with the Organization's Code of Conduct every staff member shall treat one another fairly, with courtesy, respect and dignity without verbal or physical abuse, regardless of staff grade or contractual status.

9.9 Harassment shall not be tolerated at the Organization which is committed to ensuring an environment free of harassment or abuse of authority.

9.10 Harassment shall be subject to disciplinary measures in accordance with Rule 30.

10. GOVERNMENT CLEARANCE

10.1 In respect of Article 18 of the Headquarters Agreement, the Organization shall inform the French Government of any new recruitment.

10.2 Once it has been informed of their appointment, the French Government shall issue each staff member except those with French nationality or having already permanent residence in France, in line with the procedures in force in France, with a special FI-type residence permit, identifying the respective person as a staff member of the Organization. The dependant family members of the staff member will also receive

the same residence permit. The staff member must ensure all permits are returned on termination of employment.



Commenté [A7]: Required by Headquarters Agreement

11. OUTSIDE EMPLOYMENT AND ACTIVITIES

11.1 Staff members shall not engage in any outside occupation or employment, whether remunerated or not, without the approval of the Secretary-General.

11.2 The Secretary-General may authorize staff members to engage in an outside occupation or employment, whether remunerated or not, if:

- (a) The outside occupation or employment does not conflict with the staff member's official functions or the status of an international officer.
- (b) The outside occupation or employment is not against the interests of the Organization.

12. CONFLICT OF INTEREST AND INTELLECTUAL PROPERTY RIGHTS

12.1 A conflict of interest is a situation, either real or potential, where the private interests or personal relationships of a staff member could improperly influence the way in which that person carries out duties for the Organization.

12.2 The Organization promotes an environment founded on honesty, responsibility, fairness, transparency and accountability to maintain the integrity of the Organization and its decision-making processes. Conflicts of interest may affect, or have the potential to affect, the reputation and professional judgement of the Organization.

12.3 When an actual or possible conflict of interest does arise, the conflict shall be disclosed by the staff member to the Secretary-General and, wherever possible, resolved in favour of the interests of the Organization in a transparent and appropriate manner.

12.4 Staff members who are considered to have breached the requirements regarding the management of conflicts of interest, as set out above, may be subject to disciplinary action, as included in Rule 30.

12.5 Staff members agree All rights related to work carried out by the staff members in the performance of their official duties, whether intellectual property rights, copyright or patents, are reserved to the Organization.

13. APPOINTMENT

General

13.1 Recruitment processes shall follow the principles of transparency and fairness and be documented.

13.2 Vacancies shall be published externally and internally as appropriate.

13.3 Staff members shall be appointed by the Secretary-General, without distinction as to gender, race, age, religion, political opinion, disability, or sexual orientation, based on merit and aiming at the highest standards of efficiency, competency and integrity.

Probationary period

13.4 A successful applicant will become a staff member, ~~subject upon completion of~~ te-satisfactory service during a probationary period of six months beginning on the ~~date of entry into service~~ effective date of appointment and the successful passing of a medical examination in accordance with Rule 14.

13.5 At least two weeks before the end of the probationary period, the candidate shall receive a notice in writing that the appointment is either confirmed or terminated.

13.6 In case of a non-permanent staff member having been on a contract with the Organization for at least six months immediately before being recruited as staff member, the probationary period may be waived by the Secretary-General.

Notification of appointment

13.7 A written employment contract shall be issued to each staff member and shall expressly contain all the terms and conditions of employment, including the effective date of appointment, the recruitment status, whether locally recruited staff or international ly recruited staff, the probationary period and the Staff Rules.

13.8 By accepting an appointment, the ~~candidate~~ staff member confirms the acceptance of and compliance with the Staff Rules. A copy of the contract must be signed by the ~~candidate~~ staff member and given to the Secretariat of the Organization.

13.9 Upon appointment, ~~new~~ staff members receive the job description and a welcome booklet containing practical information on the goals, core values and activities of the Organization to help them to settle into their new position.

14. MEDICAL EXAMINATION

14.1 All appointments for staff member positions are made subject to a medical certification, organized by the Secretariat, within the first three month's ~~period~~ of the probationary period, to ensure that the staff member is medically fit to discharge the respective duties.

14.2 During employment, staff members are required to undergo medical examinations every five years to determine if the staff member continues to be medically fit to fulfil the duties.



14.3 Before embarking on a mission, staff members may also be required to receive the relevant vaccinations as recommended by the French authorities. The Organization shall reimburse staff members travelling for business purposes any costs related to recommended vaccination if not covered by the French social security system.

Commenté [A8]: Move this para to Travel section (26)?

14.4 If the result of a medical examination under Rules 14.1 or 14.2 shows that a staff member is no longer able to carry out their duties for the Organization, the Secretary-General shall take a decision regarding the continuation of the duties or the termination of the contract due to the professional work incapacity resulting from the medical reasons.

14.5 If a staff member disputes a medical opinion, another medical specialist shall be designated by the Secretary-General to carry out such examinations, analyses and other investigations as deemed necessary.

15. FAMILY RELATIONSHIPS

15.1 An appointment shall not be granted to a close family member, which is a spouse, father, mother, son, daughter, brother or sister of a staff member.

Commenté [A9]: Add to definitions?

15.2 No staff member shall carry out functions under the authority of a close family member.

15.3 In case of any personal relations of a staff member with another staff member or non-permanent staff member, either already existing before the beginning of the contract or developing during the employment, the nature of these relations is to be disclosed to the Secretary-General in writing within a reasonable period.

15.4 The Secretary-General may consider organisational changes in the Secretariat in order to avoid authority issues of staff members in accordance with Rule 15.2. The decisions may be appealed according to Rule 31.

15.5 The marriage of one staff member to another shall in principle not affect the contractual status of either spouse with the exception of Rule 15.4, but their entitlements and other benefits shall be modified as provided for in the relevant Staff Rules.

Commenté [A10]: Are there any such rules?

16. CATEGORIES, GRADES AND REASSIGNMENT

Categories and grades

16.1 On appointment staff members shall be placed in the category and grade corresponding to their post in accordance with the table in Annex A.

Commenté [A11]: What is the process to review and update the salary points in this Annex?

16.2 Category I comprises one grade for the Secretary-General (SG) and one grade for the Deputy Secretary-General (DSG).

16.3 Category II comprises one grade (D1) for the directors and one grade (D2) for the Dean of the World-Wide Academy.

16.4 Category III for other staff members comprises two grades, (S1) for general service staff and (S2) for other staff.

16.5 The basic salary awarded to the staff member upon appointment must fall within the salary range associated with the grade and shall be determined by the Secretary-General based on the level of qualification, experience and autonomy of the post.

Reassignment

16.6 The Secretary-General may reorganize the tasks of the Secretariat ~~by reassigning them to other staff members~~ where it is considered necessary for the efficiency of the work in the Secretariat.

Commenté [A12]: Should this be undertaken in consultation with the staff representatives?

16.7 In line with the principles in Rule 13.1-13.3 where applicable, the Secretary-General may reassign staff members to other positions within the Organization. If the change of position involves new responsibilities or additional work, the terms of employment may be revised.

16.8 Reassignment of staff members to other positions shall depend on their competence, efficiency, and conduct. It shall be based on an evaluation of their performance within the framework of the annual ~~evaluation-staff performance assessment~~ process as described in Rule 21.

~~16.9 Staff members whose service is no longer required may be terminated in accordance with Rule 29.~~

17. BONUSES

Merit bonus

17.1 The Secretary-General may grant ad hoc merit bonuses to reward higher-performing staff members in accordance with the results of the staff performance assessment.

Seniority bonus

17.2 All staff members who have completed one continuous year of service shall be entitled to a seniority bonus, which is then paid monthly with their basic salary.

17.3 The seniority bonus is calculated by multiplying a fixed index mentioned in Annex B, by the number of points accumulated. Two points are awarded for each year of service.

Commenté [A13]: Could this system be simplified to 'index x years of service'?

17.4 Seniority corresponds to the time worked since the ~~date of hiring~~ effective date of commencement as a staff member, including the probationary period.

Commenté [A14]: This means consultancy and other non-permanent arrangements are not to be counted.

18. INTERNAL TAX



18.1 As per Article 11.2 of the Headquarters agreement, the salaries and emoluments, with the exception of annuities and pensions, which are paid to ~~the members of staff~~ members in of Categories I, II and III shall be exempt from ~~national-French~~ income taxation.

18.2 In lieu of ~~national-French~~ income taxation, an internal tax shall be applied to the salaries of all staff members in accordance with the Headquarters agreement. The rate of the internal tax shall be fixed at 5% of the monthly salary after deduction of the social charges.

Commenté [A15]: For discussion

18.3 Where a staff member is subject both to the internal tax of the Organization and to national income taxation in the declared ~~residential location~~home country in respect of the salaries paid by the Organization, the Organization shall refund to the staff member the amount of the internal tax up to the amount paid by the staff member to the Organization for the relevant identical period. ~~Reimbursement is not granted if the salary paid by the Organization is not taxed directly by national income tax.~~ Further details are to be decided by the Secretary-General.

18.4 The sums accruing from the levy of an internal tax, and not due to be refunded under Rule 18.3, constitute a specific income to the budget of the Organization.

18.5 Each year, the organization shall provide each staff member with a statement setting out the amounts paid to that staff member by the Organization in the previous year in the form of salaries, emoluments, and allowances.

18.6 The relevant staff members shall remain obliged to declare their tax-exempt income to the competent French authorities so that they are not granted unwarranted social benefits.

18.7 In all cases, staff members are personally responsible for complying with the income tax laws applicable to them. Any penalties, interest or other charges payable because of the failure of a staff member to comply with such laws will not be reimbursed by the Organization.

19. SALARY

Calculation and payment of the salary

19.1 The gross salary is composed of the basic salary, the seniority bonus and other allowances as applicable. The net salary is derived by deducting social charges, internal tax and other possible contributions as applicable, from the gross salary.

19.2 Staff members are paid on the basis of net salary. The annual net salary shall be paid in twelve instalments. Each instalment is paid before the end of the month, in euros and by bank transfer.

Salary advances

19.3 The Secretary-General may, in exceptional and compelling circumstances, and if the request of the staff member is supported by a detailed justification in writing, authorize an advance on the monthly salary.

Salary advances will be deducted from next salary payments before the end of the current year over a proportionate period to avoid financial hardship. These arrangements including the repayment period and amounts involved will be set out in writing and signed by both the Secretary-General and relevant staff member.

Adjustment of remuneration

19.4 The Secretary-General may decide to increase the salaries to reflect changes in the inflation rate as published by the Organization for Economic Co-operation and Development (OECD) normally within the approved annual budget.

20. RECOVERY AND RETROACTIVITY OF PAYMENTS

Recovery of undue payments

20.1 The Organization shall recover payments made in error to a staff member ~~including and also the value of~~ annual leave ~~taking-taken~~ in excess of entitlement and salary advances not repaid. The right of the Organization to recover shall be limited to two years after the date of the last payment of the undue money, or, in the case of a series of payments of undue money, two years after the date of the last payment. Staff members shall be under an obligation to report any payments made to them in manifest error to the Secretary-General upon noticing them.

Retroactivity of payments

20.2 A staff member who has not been receiving an allowance, ~~grant~~ or other payment to which the staff member is entitled shall send to the Secretary-General a written claim within one year following the date on which the staff member would have been entitled to the initial payment.

20.3 The reimbursement to the staff member of due money shall be limited to the amount of money not paid during the two years immediately preceding the date of the staff request.

21. STAFF PERFORMANCE ASSESSMENT

21.1 A formal interview between the staff member and the relevant responsible manager shall take place once a year or after a return to professional activity following a long interruption of the period of employment such as sick leave, maternity leave etc.

21.2 The annual performance assessment shall include discussions related to overall performance, achievements, assessment of capabilities, annual objectives, ~~or and~~ any other expectations with regard to professional development. The conclusions and observations, including a performance rating and relevant justification, shall be recorded in a performance appraisal report, signed by both parties.

21.3 In the event of a dispute, the matter shall be reported to the Secretary-General who shall endeavour to resolve the problem. Failing resolution, the appeals procedure provided for in Rule 31 shall apply.

Commenté [A16]: These changes are suggested to form a basis for any merit bonus that may be considered. An internal process to guide award of available performance rating options would be useful for consistency



22. SOCIAL SECURITY

General principles

22.1 In accordance with Article 13 of the Headquarters Agreement, staff members shall be affiliated to the French social security system that covers expenses and benefits related to healthcare, maternity, paternity, disability, occupational accident and illness, government pensions contributions, family allowances, unemployment and death.

22.2 Staff members are entitled to such social security benefits both for themselves and for designated beneficiaries, i.e., members of their dependent family. Social security contributions are calculated in accordance with French requirements and deducted from each staff members' monthly gross salary.

22.3 Social security registration will result in the issuance of a social security number and an electronic registration card, the Carte Vitale.

Additional health insurance

22.4 Staff members may be affiliated to an additional health insurance (mutual) which reimburses all or part of the remaining medical costs not covered by the basic social security system.

22.5 The contributions are borne by the Organization and by the staff member in a proportion decided by the Secretary-General. The contributions related to the mutual are deducted from the staff members' monthly gross salary.

22.6 The contract health insurance is for covers staff members and their dependent family, if eligible under the terms and conditions of the mutual contract.

22.7 In certain cases where the employee is already covered by another family mutual, the staff member who wishes to be exempted from the mutual shall submit a written request to the Secretariat.

Commenté [A17]: As 22.4 provides an option to be covered, is 22.7 required?

Additional private Welfare Scheme

22.8 In order to supplement social security benefits, the Organization contributes to a private welfare scheme that protects against the financial consequences of personal accidents such as incapacity, permanent disability, handicap, labour disruption or death and of which the contributions are borne by the Organization and by the staff member.

Commenté [A18]: Is this a requirement in terms of the Headquarters Agreement? If not, why is this offered?

23. RETIREMENT

French basic Pension scheme

23.1 In accordance with Article 13 of the Headquarters agreement, staff members are affiliated to the French pension system which is financed by social contributions paid by the Organization and the staff members. Pension contributions are deducted from the monthly gross salary.

Commenté [A19]: Should there be a provision to note staff members will be mandatorily required at age 70?

Commenté [A20]: Is there an age limit beyond which such contributions are not required or allowed?

Retirement savings plan

23.2 In addition to the French basic pension scheme, staff members shall benefit from a long-term retirement saving plan managed by a banking institution, under the following conditions:

- (a) The contributions are shared between the staff member and the Organization.
- (b) Savings paid into the plan are locked up until retirement age but can be released early in exceptional situations under the conditions of the contract.
- (c) At retirement age, the pension is paid in the form of a life annuity or a capital.
- (d) The time of retirement is when the staff member reaches retirement age or qualifies for retirement under the French basic pension scheme.
- (e) In case of death of the staff member, the amounts saved in the plan is repaid to heirs or beneficiaries designated in the contract, in the form of capital or rent.

Commenté [A21]: Is this required under the Headquarters agreement? If not, why is it offered?

Commenté [A22]: Is there a retirement age other than as set for pension?

Voluntary group retirement savings plan

23.3 Eligible staff members will be offered the possibility to invest, on a yearly basis, voluntary contributions to a private retirement savings plan managed by a banking institution and according to the following conditions:

- (a) Eligibility shall depend on the general terms and conditions as set out in the contract.
- (b) The Organization shall contribute a percentage of the staff member contribution as decided by the Secretary-General.
- (c) Sums invested in the plan are locked up until the staff member's retirement, except in the cases of early release specific terms and conditions.

Commenté [A23]: Is this a requirement of the Headquarters Agreement? If not, why is it offered?

24. OVERTIME AND TRAVEL TIME

Compensation for overtime

24.1 Only staff members of Category III who are required to work outside normal working hours as defined in Rule 5.3 are entitled to the compensation of overtime.

24.2 Overtime is subject to prior approval by the Secretary-General or by a responsible manager and the compensation of overtime should be granted in principle in the form of compensatory leave. If compensatory leave cannot be granted because of the requirement of service or if the staff member prefers monetary compensation, overtime ~~can~~ may be granted in the form of monetary compensation.

the



24.3 Compensatory leave must be taken within the leave year in which it was granted and under following rules:

- (a) From one to eight hours worked beyond the normal working week, the equivalent number of hours worked shall be raised by 25%.
- (b) Above eight hours worked over and above the normal working week, the equivalent number of hours worked shall be raised by 50%.
- (c) When overtime occurs on a Saturday, Sunday or public holidays, the equivalent number of hours worked shall be raised by 100%.

Commenté [A24]: Does this mean all hours are compensated at 50% or only those above 8 hours? Also applies to 24.4(b)

24.4 If overtime is granted in the form of monetary compensation, the following rules shall apply:

- (a) From one to eight hours worked beyond the normal working week, the basic hourly salary shall be raised by 25%.
- (b) Above eight hours worked over and above the normal working week, the basic hourly salary shall be raised by 50%.
- (c) When overtime occurs on a Saturday, Sunday or public holidays, the basic salary per hour shall be raised by 100%.

Compensation for travel time

24.5 All staff members except those of Category I who are required to travel for business on Saturdays, Sundays and public holidays in France, are entitled to the compensation of travel time.

24.6 The travel time will start when the staff member leaves the Headquarters or approved remote location and ends when the staff member arrives at the place where to conduct business and vice versa. The travel time is compensated in half or full days.

24.7 The compensatory leave must be used by the staff member before the 31 December. A maximum of five days of unused compensatory leave can be carried forward to the following year.

24.8 Compensation leave will not normally be paid out to staff members on termination of employment, unless decided otherwise by the Secretary-General.

25. PROCUREMENT

Conditions

25.1 The Secretary-General will ensure that the Organization carries out its procurement process under strict adherence to the principles of transparency, fairness, impartiality, and effective competition.

25.2 The Organization applies a zero-tolerance policy for fraud, corruption, or related forms of misconduct with respect to its staff members. In carrying out its activities, the staff members shall adhere to the highest standard of efficiency, competence and integrity required.

25.3 All funds are, in accordance with the Financial Regulations, under the operational control of the Secretary-General.

25.4 The Secretary-General may designate, in writing, staff members as responsible managers for the purpose of this policy. Expenditure may only be approved when the approving staff member is satisfied that the services, supplies or equipment will be or have been received in accordance with the contract, agreement, purchase order or other form of commitment.

Procurement limits and method

25.5 For expenditure less than 500 euros, the approval by a responsible manager is required upon ~~reception~~ presentation of relevant supporting documents such as invoices or receipts.

25.6 Expenditure between 500 euros and 2,000 euros must be approved by a responsible manager before expenditure on presentation of at least one documented quote.

25.7 Expenditure between 2,000 euros and 10,000 euros must be approved by the Secretary-General before expenditure on presentation of at least two documented quotes.

25.8 Expenditures of more than 10,000 euros require the calling of documented tenders:

- (a) The responsible manager shall contact potential suppliers chosen for their competence and shall provide them with specifications and reasonable deadline.
- (b) Suppliers are invited to submit ~~in~~ quotations for the required good or services.
- (c) The responsible manager shall evaluate the tender submissions, score all responses against the criteria and make a selection after receipt of at least two tenders from suppliers judged to be acceptable.
- (d) The contract shall be awarded to the preferred supplier after a tender evaluation report is approved in writing by the Secretary-General.

25.9 In exceptional circumstances the Secretary-General may authorize procurement of a value greater than 10,000 euros without a tender process. In such circumstances the Secretary-General should advise the Finance and Audit Group of the procurement action with corresponding justification.

26. TRAVEL

26.1 Travel and subsistence allowance form a significant part of the Organization's expenditure.

26.2 All staff members should ensure that costs are kept to a minimum and with due consideration of the environmental impact, as far as possible.

Claims

26.3 The Secretary-General shall approve all trips to be undertaken by the staff members.

26.4 Following completion of travel, staff members may receive reimbursement of all business relevant costs incurred while travelling such as accommodation, breakfast (when not included in the hotel rate), transportation, visa expenses, daily subsistence allowances and incidental expenses.

Commenté [A25]: Are advances ever given? If so, how are they to be acquitted? Does IALA issue staff credit cards? If so, how are they to be used



26.5 The request should be completed by the travelling staff member in such a way as to clearly detail all business-related expenditure items to be claimed and shall be submitted no later than one month ~~at~~ after the end of the mission. Any expenditure incurred in a currency other than Euros will be calculated at the official exchange rate on the date of arrival in that country.

Insurance

26.6 Staff members travelling for business purposes shall be covered by travel insurance paid by Organization.

Daily Subsistence Allowance (DSA)

26.7 Daily subsistence allowance is intended as compensation for the cost of meals. DSA are established and published internally for each continent. The amount of the DSA will be reduced by 25% after 29 days of mission.

Commenté [A26]: Based on what source?

Commenté [A27]: In the same place only?

26.8 DSA entitlement starts on the day the staff member departs from the office, or other authorized point, and ends on the day of return to the respective office or other authorized point.

26.9 DSA are allocated assuming that the staff member arrives on the mission site on the last reasonable day before the mission starts and leaves on the first opportunity after the mission finishes.

26.10 The DSA shall be reduced if meals are provided or if the travel is commenced before or after midday:

Full Days	
No meals provided	100%
Lunch OR dinner provided	75%
Lunch AND dinner provided	50%
Part Days	
Departing base before 12:00	100%
Departing base after 12:00	50%
Returning to base before 12:00	50%
Returning to base after 12:00	100%

26.11 DSA shall be provided only if the journey includes overnight accommodation. For a one-day mission, without overnight accommodation, only relevant transportation costs for public transport or car can be claimed, upon presentation of a receipt. In case of a stopover, the amount of the DSA shall be the rate for the country where the night is spent.

Travel mode

26.12 It is the responsibility of the travelling staff member to book the most cost-effective fare, taking into consideration the needs of each journey.

26.13 When undertaking travel on behalf of the Organization, staff members shall use any of the following:

Mode of Transport	Conditions
Train	<input type="checkbox"/> Best value first class.
Air	<ul style="list-style-type: none">• Economy class for all journeys within Europe.• Economy class for all journeys outside of Europe with a duration of less than five (5) hours.• Business class for all journeys outside of Europe with a duration of five (5) hours or more.
Motor vehicle - hire	<input type="checkbox"/> A vehicle deemed suitable for the purpose of the travel.
Motor vehicle - personal	<ul style="list-style-type: none">• To be reimbursed at a rate updated by the French tax administration every year for all size automobiles. The necessary road, bridge and tunnel tolls and ferry charges shall also be reimbursed.• The total amount claimed for travel by personal automobile or alternative means shall not exceed the cost of an economy class air fare for the route travelled.• The personal vehicle must be covered by an insurance policy against all risks of accidents, the consequences of which might in any way not involve a responsibility for the Organization.• The travel claim shall include a copy of the car registration document.

Specific travel arrangements

26.14 ~~In certain circumstances the~~A travelling staff member authorised to travel business class may request to purchase, for the same meeting and for a spouse, by marriage or by registered partnership or equivalent, two round-trip tickets in economy class instead of one business class ticket on the condition that:

- (a) a special “partner program” is organized by the host organizer at the meeting’s venue; and
- (b) the value of both economy class tickets does not exceed the value of one business class ticket.

~~26.15 This rule applies to the staff members who are concerned by a payment or reimbursement of a business class ticket as prescribed under Rule 26.13.~~

Accommodation

26.16 Staff members required to be away from home overnight for business purposes related to the Organization should, where possible, book reasonably priced standard room accommodation in the 3 to 4 Star hotel range and be reimbursed according to their actual hotel bills.

26.17 In exceptional circumstances when accommodation described in Rule 26.16 is not available in the country visited, the rate must be justified by the staff member and approved by the relevant responsible manager in advance.



26.18 If the host can offer assistance to obtain negotiated prices, such assistance should be utilized whenever possible.

Risk assessment procedure

26.19 Before proceeding on a mission, a risk assessment should be completed where appropriate by staff member undertaking the mission. The sources of information to inform a risk assessment predominantly consist of travel advisories issued by the French Foreign Affairs Ministry or freely available websites related to international tourism and business.

26.20 Before the mission, planning should be undertaken with the host organization which should include discussing security related matters, if necessary.

26.21 In case of travels to countries classified as B to E by the International Civil Service Commission or in cases of exceptional individual risks to the personal well-being of the staff member, the responsible manager or the Secretary-General may decide to cancel or postpone the travel to the country concerned.

27. ALLOWANCES

Eligibility

27.1 Allowances, ~~except for the settle-in indemnity~~, are ~~generally~~ intended for internationally recruited staff members, including the Secretary-General, who are not French nationals and have not been living in ~~Metropolitan~~ France before the appointment.

27.2 ~~Whether a~~ The recruitment, whether staff member is considered locally recruited or internationally recruited, shall be mentioned in the contract and in the job description.

Expenses when taking up appointment and on separation

27.3 On initial appointment, internationally recruited staff members and the dependent family are entitled to a settle-in indemnity comprising:

- (a) The reimbursement of their travel expenses, accomplished by the shortest and most economic route, meaning economy class regardless of the means of transportation, between their home country and the Headquarters of the Organization.
- (b) The payment of a daily subsistence allowance for a period not exceeding 30 days, intended to cover their living expenses whilst finding a permanent home.
- (c) The reimbursement of reasonable costs of transporting their personal and household effects from their home country. Animals, boats, automobiles, motorcycles and other power assisted conveyances shall not be considered as such effects.

27.4 In the event of resignation during the probationary period, the staff member must refund the settle-in indemnity paid under Rule 27.3 (a) to the Organization.

Commenté [A28]: Is there a reason why the allowance would cease before 30 days? Is the intention that the DSA would end if say, a home was rented and available for occupation after 20 days? If so, set this out clearly?

27.5 An internationally recruited staff member who has completed at least three uninterrupted years of service shall be entitled, at the time of termination of service, to the reimbursement of travel expenses and removal costs according to Rule 27.3 (a) and (c) to the country of their last residence.

Mobility incentive

27.6 Internationally recruited staff members may benefit from the assistance of a private company selected by the Organization, specialized in services related to international mobility, home and schools search, immigration issues, languages courses for the dependent family, etc. The mobility incentive aims to facilitate the integration in France of the new appointed staff member and the respective dependent family but shall not be granted for longer than one year.

27.7 The terms and conditions of the mobility incentive shall be examined on a case-by-case basis by the Secretary-General or by the Council if the new appointee is the Secretary-General depending on the family situation and needs of the recruited staff member.

Education Grant

27.8 Internationally recruited staff members having not lived in France for twelve months before their appointment are entitled to receive an education grant to cover part of the tuition fees of each dependent child in full-time attendance at an international school, university or similar private educational institution in France to help facilitate with the transition to France and specifically the French language and avoid negative effects for the education of the dependent child.

Commenté [A29]: Only private institutions? Are any of the costs incurred for 27.10 applicable to non-private institutions?

27.9 Education grant shall be paid annually in arrears? from primary education until the child finished finishes his/her the fourth year of full-time study following secondary education, the latest until the end of the school year when the child reaches the age of 25 years old. Education grant shall not exceed 5,000 euros per year, per child.

27.10 Admissible costs, upon presentation of proof of payment, shall be schooling expenses, such as fees for registration, matriculation, courses including optional courses where they are provided by the educational institution as part of its normal programme, to the exclusion of other fees and expenses.

Commenté [A30]: What does this mean? Is it that optional courses must be provided as part of its normal program, and would not include for example, private tutoring?

27.11 Where the period of service of the staff member is less than a full academic year, the amount of the grant shall be calculated on a pro rata basis. The termination of the contract shall also terminate the staff member's eligibility to this grant.

Housing allowance

27.12 When taking up appointment, the housing allowance aims to partially cover the costs incurred by reason of the necessity of living in Paris, or in the Parisian region, for internationally recruited staff members who had not lived in Metropolitan France during the twelve months leading up to their appointment.

27.13 The housing allowance shall only be paid when the eligible staff members, as described in Rule 27.12, have declared their primary tax residence as being located in the Paris region.



27.14 A housing allowance shall take the form of a reimbursement of the actual accommodation costs equal to a maximum of 12% of the monthly basic net salary. This allocation can be paid pro rata according to the date of entry into the accommodation.

Commenté [A31]: Calculated how?

27.15 A housing allowance shall not be paid to the Secretary-General who will be provided with a free residential accommodation in accordance with Rule 28.10, or to staff members who receive daily subsistence allowances according to Rule 27.3 (b).

28. OTHER BENEFITS

Function car

28.1 A function car shall be provided for the staff members of Category I and acts as a personal vehicle and can be used as part of official activities, leisure outside working hours, and for the journey from home to workplace.

Commenté [A32]: Both SG and D-SG? What are the rules re fuel, parking, type of car, excess on insurance for young drivers etc?

28.2 A written agreement between the Organization and the staff members of Category I shall set out the conditions of use of the vehicle including the conditions in case of an accident.

28.3 Car insurance shall be paid by the Organization and may include other dependent family members.

28.4 Staff members of Category I undertake to maintain the vehicle in good condition, to comply with the road traffic regulations, and drive safely at all times and to bear the consequences of any offence of which that staff member is responsible.

Commenté [A33]: Include that under the Headquarter agreement there is no immunity for traffic accidents?

Company car

28.5 Staff members can use the company car for business purposes during their working time provided that they hold a valid driving licence.

28.6 In case of an accident with the company car, the staff member shall without delay inform the Organization of any incident affecting the vehicle and no later than within 24 hours, so that the Organization may take whatever action is necessary.

28.7 The staff member is not held responsible for an accident with a company car, but the liability may be incurred in the case of gross negligence.

Commenté [A34]: Is this rule intended to say the staff member is not held responsible by the Organization for damage to the vehicle in an accident? It seems unlikely the driver could be immune from responsibility at law, as reflected in Headquarters agreement.

28.8 In case of violation of the road traffic regulations, the Organization will pay any fines and other penalties incurred in the first instance, but the staff member shall reimburse the Organization for the fines applied by any authorities.

Provision of corporate flat

28.9 A free residential accommodation shall be provided to the Secretary-General only during the time of that specific mandate.

Commenté [A35]: Within what parameters?

28.10 The terms and conditions on which the Secretary-General shall occupy the accommodation must be agreed in accordance with Rule 3.2.

Reimbursement of transport costs and personal car expenses

Commenté [A36]: Is this a requirement of the French social security system? If not, why is it paid? How are flexible working arrangements taken into account?

28.11 Staff members who use public transport to get to their place of work can benefit from 50% reimbursement of these costs. Only subscription cards are eligible, whether they are annual, monthly or weekly.

28.12 If public transport is not available and when the Staff member must use a personal vehicle, the Organization shall pay a transport allowance in accordance with the rates published by the French authorities.

28.13 The reimbursement is paid monthly *in arrears* on salary slips upon presentation of a relevant receipt or proof that a personal car is used for the commute.

Commenté [A37]: What proof would be acceptable for this purpose?

28.14 Part-time staff members benefit from this payment under the same conditions as full-time staff members. When the number of hours worked by the part-time staff member is less than half the duration of full-time work, the reimbursement is calculated on a pro rata basis.

Meal voucher scheme

Commenté [A38]: Is this a requirement of the French social security scheme? If not, why is it paid? Is it payable for work at home?

28.15 Staff members may benefit from a meal voucher scheme, in which contributions are shared between the Organization and the staff member in a proportion decided by the Secretary-General, but with the Organization's participation to be not less than 50%.

28.16 The contribution of the staff members may be deducted directly from their monthly salary. Staff members benefit from the meal voucher regardless of whether the permanent contract is full or part time.

28.17 Eligible staff members shall be supplied with a card which can be used to pay for meals up to a certain amount per day in certain restaurants or food stores.

28.18 A meal contribution shall be credited to the card for each full working day. The card can only be used in Metropolitan France.

28.19 Meal contributions are not awarded when the staff member is: (a) on leave or on holiday;
(b) working half a day;
(c) on a mission where a daily subsistence allowance is already paid; or (d) benefitting from a business lunch offered by the Organization.



Business expenses

28.20 Upon appointment, staff members shall be provided with the appropriate communication and IT-equipment and associated technical resources as considered necessary and required for the performance of their duties.

28.21 The Organization shall refund to staff members 50% of their internet connection costs at home upon completion of their probation period, and upon receipt of a relevant invoice from an Internet service provider.

Commenté [A39]: Are there applicable parameters for the service chosen?

28.22 Staff members shall use the property and assets of the Organization only for official purposes, whilst on duty, from home or abroad and shall exercise reasonable care when utilizing such property and assets.

29. END OF CONTRACT - SEPARATION PAYMENTS

Termination

29.1 A termination is a separation from service initiated by the Secretary-General. The Organization may terminate the employment contract subject to a ~~statutory~~ notice period, the duration of which shall be three months for permanent contracts.

29.2 The appointment of a staff member may be terminated for:



- (a) unsatisfactory ~~service~~performance ;
- (b) abolition of posts ~~and or~~ reduction of staff;
- (c) disciplinary reasons;
- ~~(e)(d)~~ no longer able to fill the requirements of a position;
- ~~(d)(e)~~ professional work incapacity resulting from health reasons;
- ~~(e)(f)~~ mandatory retirement ~~above the~~ age of 70 years; or
- ~~(f)(g)~~ mutual settlement agreement.

29.3 If a termination process is initiated, the Secretary-General will call in the staff member to a meeting explaining the grounds for it and allowing the staff member to react. Then after, within 30 days, the Secretary-General will deliver in writing his decision.

29.4 The Secretary-General may, under special circumstances, authorize payment of salary and allowances in lieu of notice or in part thereof.

Resignation

29.5 A resignation is a separation from service initiated by the staff member. In case of resignation, the staff member must inform the Secretary-General in writing, at least three months in advance before separation ~~unless the Secretary-General agrees a shorter notice period.~~

Return of equipment or material

29.6 Staff members expressly agree to return, on the date that their duties within the Organization cease, regardless of the reason for said cessation, and without the need for any procedure or prior notice by the Organization, all written or recorded materials containing confidential information, including but not limited to all documents, studies, samples, files, plans, documentation, correspondence, statistics or copies, ~~and all~~ keys, badges, access passes, computer equipment and mobile phones etc. to the Organization.

Termination indemnity

29.7 The termination of a contract by the Organization shall entitle staff members to a termination indemnity.

29.8 The circumstances in which the indemnity is awarded are the following:

- (a) ~~elimination~~abolition of the post ending in a dismissal of the staff member;
- (b) ~~dismissal~~termination in case of changes in the duties of the post occupied by the staff member of such a nature that the required qualifications are no longer fulfilled;
- (c) mandatory retirement of the staff member; or
- (d) termination of contract due to professional work incapacity resulting from medical reasons.

29.9 Staff members of all categories fulfilling one of the conditions as defined in Rule 29.8, shall be entitled to a termination indemnity equal to 50% of their last basic monthly salary per full year of service. The termination indemnity ~~calculation~~ is limited to 12 years of services.



29.10 The indemnity shall not be granted:

- (a) if the contract is stopped during the probationary period as per Rule 13;
- (b) in case of resignation by the staff member;
- (c) in case of abandonment of post, after 15 consecutive days of unauthorized absence;
- (d) if the staff member's contract has been terminated for professional inadequacy; or
- (e) if the staff member's contract has been terminated as a result of the imposition of a disciplinary measure.

30. DISCIPLINARY PROCEEDINGS AND ACTIONS

Disciplinary process

30.1 The relevant line manager may initiate a disciplinary process where the findings of an investigation indicate that a staff member has been negligent, disobedient, non-compliant with the Code of Conduct or any sort of misconduct may have occurred. Any necessary investigation may be conducted eventually with the assistance of an external counsel or expert.

Commenté [A40]: What triggers the investigation?

30.2 Any disciplinary measure imposed on a staff member shall be proportionate to the nature and gravity of the staff member's misconduct/behaviour.

30.3 The Secretary-General will call in the staff member to a meeting explaining the grounds for the intended disciplinary measure and allowing the staff member seven days to react/respond. The Secretary-General will then deliver in writing his/a decision within 30 days.

30.4 Disciplinary measures may take one or more of the following forms:

- (a) a verbal warning;
- (b) a written censure which will be recorded in the personal-staff member's records;
- (b)(c) demotion;
- (c)(d) deferment or demotion, for a specified period, of eligibility for consideration for promotion;
- (d)(e) termination of service for aggravated cases, being unsatisfactory performance after the receipt of three written censures; or
- (e)(f) termination of service for serious misconduct.

30.5 Any staff member having been subject to disciplinary measures may appeal the decision in writing to the Secretary-General within a period of 30 days of receipt of the decision on disciplinary measures. The Secretary-General shall respond within a period of another 30 days of receipt of the request in accordance with Rule 31.

Serious misconduct

30.6 A staff member found **guilty** of serious misconduct of a criminal nature or prejudicial to the interests or financial situation of the Organization, may be dismissed by the Secretary-General.

Commenté [A41]: By a court? If not, then 'found to have engaged in'?

30.7 In such a case, no notice of termination of service according to Rule 29.1 is required to be given and staff members shall forfeit all **benefits** accruing to them under the Staff Rules other than the retirement benefits.

Commenté [A42]: Unpaid wages? Leave entitlements? Does not seem likely these could not be paid? Perhaps mean all entitlements as a staff member cease?

Administrative leave pending investigation

30.8 A staff member may be placed on administrative leave, under conditions established by the Secretary-General, at any time ~~after a severe allegation such as serious misconduct or similar and~~ pending the completion of a disciplinary process. Administrative leave may continue until the completion of the disciplinary process.

30.9 A staff member placed on administrative leave shall be given a written statement of ~~reason or~~ reasons for such leave and its probable duration.

30.10 Administrative leave shall be with full pay except in cases when the Secretary-General ~~decided~~ **decides** that exceptional circumstances exist, which warrant the placement of a staff member on administrative leave with partial pay or without pay. These exceptional circumstances may include but shall not limited to cases where there are reasonable grounds for **suspecting** serious misconduct.

30.11 Placement on administrative leave shall be without prejudice to the rights of the staff member and shall not constitute a disciplinary measure.

31. APPEALS

Individual complaint

31.1 Any staff member who has a specific complaint about the terms of the respective employment contract conflicting with the provision of the Staff Rules may submit a written request that the matter be examined by the Secretary-General who shall respond within a period of 30 days.

Mediation

31.2 Both parties may initiate informal resolution, including mediation, of the issues involved at any time before or after the staff member chooses to pursue the matter formally.

Appeals Procedure

31.3 At the written request of the staff member concerned, any complaint which has not been resolved by the Secretary-General, may be submitted to the Joint Appeals Board. This request shall be submitted to the Secretary-General within 30 days of receipt of the decision or complaint concerned.



31.4 The Joint Appeals Board, chaired by the President, consists of the President, the **Deputy** Secretary-General and the appellant's staff representative. If the appellant is also a staff representative, an elected alternate belonging to the same staff category as the appellant will take part in the **Joint** Appeals Board. The Joint Appeals Board shall deliver its decision in writing to the staff member concerned within a period of 30 days **after being advised of the matter**.

Commenté [A43]: This allowance for independence as the SG has been involved in the decision

Final Appeals Procedure

31.5 If the Joint Appeals Board has not resolved the issue and as such all internal procedures have been exhausted, the staff member concerned, may appeal to the Administrative Tribunal of the International Labour Organisation (ILOAT).

31.6 The Organization recognizes the jurisdiction of the International Labour Organization and its Administrative Tribunal in resolving disputes based on decisions taken unilaterally by the Organization which have legal consequences for the staff member concerned.

31.7 In accordance with the rules of ILOAT, appeals to the ILOAT must be submitted within 90 days of receipt of the decision from the Joint Appeals Board.

31.8 Expenses occasioned by the sessions or hearings of the ILOAT shall be borne in accordance with the Statutes and the decisions of the ILOAT.

ANNEX A – **SALARY TABLE** FOR PERMANENT STAFF POSITIONS (in Euros)

Commenté [A44]: What mechanism was used to determine these salaries?

GRADES	CATEGORIES	MONTHLY BASIC SALARY RANGE		
	CATEGORY I			
SG	Secretary-General	from	13 500 €	to 17 000 €
DSG	Deputy Secretary-General	from	11 000 €	to 13 500 €

	CATEGORY II				
D2	Dean of the World-Wide Academy	from	000 €	to	000 €
D1	Directors	from	000 €	to	000 €

	CATEGORY III				
S2	Other staff	from	600 €	to	500 €
S1	General Service staff	from	500 €	to	500 €

ANNEX B – SENIORITY BONUS INDEX

Index value from 1 January 2025: €XX |

The value of the index is revised in January each year and will be published in a staff note.

Commenté [A45]: Calculated how?

ANNEX C - RULES FOR NON-PERMANENT STAFF MEMBERS

1. Categories for non-permanent staff members

- 1.1

The non-permanent staff members of the Organization consist of the following categories:

(a) independent expert/consultants

(b) seconded officers

(b)(c) students/interns

~~(c)(b) seconded officers~~
- 1.2

For avoidance of doubt, ~~Temporary~~ workers employed for a limited time who provide specific services to the Organization such as support during big events etc. are not non-permanent staff members. They are governed-engaged according to the terms and conditions of their specific contracts governed by French law. Reference to these rules for ~~non-permanent staff members~~ may be made in the terms and conditions of the contracts as appropriate.

2. Conditions of appointment

- 2.1

Independent experts or consultants shall be granted fixed-term contracts of normally not more than one year duration, for specific technical or expertise tasks. The emoluments for the contract shall be decided by the Secretary-General.
- 2.2

Seconded officers are governed by separate terms and conditions as agreed between the Organization and the Member State of origin for that seconded officer. There shall normally be no emoluments as the seconded officer will be paid by the home State unless otherwise decided by the Secretary-General in specific cases.



2.3 Interns and students are employed upon conditions according to French law applicable for the employment of interns and students and in agreement with the respective school or university or comparable institution the intern or student attends.

2.4 The ~~nature-category~~ of the ~~contract-engagement~~ shall be included in each contract.

2.5 As applicable, working hours and the workplace shall be included in the contract, in accordance with the tasks of the respective non-permanent staff members and as decided by the Secretary-General.

2.6 Annual leave is normally not granted to non-permanent staff unless otherwise specified in the respective contract.

2.7 Contracts for non-permanent staff members do not carry any expectancy, legal or otherwise of renewal. For the different ~~groups-categories~~ of non-permanent staff, the following applies:

- (a) For independent experts/consultants the Secretary-General shall decide, at the latest one month before the end of the fixed-term contract if the respective contract is eligible for renewal.
- (b) Renewals for seconded officers are subject to bilateral consultations with the Member State of origin for the seconded officer and the Secretary-General.
- (c) Renewals for students/interns are subject to the conditions according to French law applicable for the employment of interns and students.

2.8 Any outside occupation or employment for all categories of non-permanent staff members should not conflict with the interest of the Organization.

2.9 The Organization may terminate the contract subject to a ~~statutory~~ notice period, the duration of which shall be one month unless otherwise specifically included in the respective contract.

2.10 In case of termination of the contract by the non-permanent staff member, the non-permanent staff member must inform the Secretary-General in writing, at least one month in advance before separation unless otherwise specifically included in the respective contract.

3. Duties and privileges

3.1 Non-permanent staff members perform ~~international~~ duties for the Organization in their work for the Organization and shall not seek or receive instructions from any government or from any other source external to the Organization in accordance with the Convention Article 10.7. They shall neither seek nor accept, from any source, directly or indirectly, any material or other benefits which would be incompatible with their obligations towards the Organization. Furthermore, they undertake to discharge their duties and to regulate their conduct with the sole interests of the Organization.

3.2 Non-permanent staff members shall supply the Secretariat with relevant personal information such as nationality, address etc., for the purpose of completing administrative arrangements in connection with

their respective contracts. Non-permanent staff members shall be held personally accountable for the accuracy and completeness of the information they provide.

3.3 Non-permanent staff members shall promptly notify the Secretariat, in writing, of any subsequent changes affecting their status or administrative arrangements.

3.4 Students appointed under an apprentice contract subject to French law may subscribe to the ~~mutual~~ additional health insurance scheme in Rule 22.4.

3.5 Independent consultants/experts and seconded officers on missions on behalf of the Organization shall benefit from the privileges and immunities as described in Article 14 of the Headquarters Agreement.

3.6 Non-permanent staff members shall not accept any honour, decoration, favour or remuneration from any source in relation to their work for the Organization without first obtaining the approval of the Secretary-General.

3.7 Non-permanent staff members who receive a protocol gift on behalf of the Organization shall declare and entrust it to the Secretary-General, who will display or store it at the Headquarters of the Organization.

3.8 Non- permanent staff members undertake both during and after the termination of their contracts without limit of time to keep secret all confidential information with regard to the Organization and the work conducted and not to disclose it to any third party outside of the Organization.

Commenté [A46]: Define?

4. Meal Voucher scheme for students

4.1 Students under an apprentice contract may benefit from a meal voucher scheme on a voluntary basis, in which contributions are shared between the Organization and the student in a proportion decided by the Secretary-General, but with the Organization's participation to be not less than 50%. The contribution of the students may be deducted directly from their gross monthly salary.

4.2 In case students benefit from the meal voucher scheme, they shall be supplied with a card which can be used to pay for meals up to a certain amount per day in certain restaurants or food stores.

4.3 A meal contribution shall be credited to the card for each full working day. The card can only be used in Metropolitan France.

4.4 Meal contributions are not awarded when the student is:

- (a) on leave or on holiday;
- (b) working half a day;
- (c) on a mission where a daily subsistence allowance is already paid; or
- (d) benefitting from a business lunch offered by the Organization.

5. Reimbursement of transport costs and personal car expenses for students



5.1 Students who use public transport to get to their place of work can benefit from 50% reimbursement of these costs. Only subscription cards are eligible, whether they are annual, monthly or weekly.

5.2 If public transport is not available and when students must use a personal vehicle, the Organization shall pay a transport allowance in accordance with the rates published by the French authorities.

5.3 The reimbursement is paid monthly ~~in arrears on salary slips~~ upon presentation of a relevant receipt or proof that a personal car is used for the commute.

5.4 Students working less than the 37 hours on five working days per week (Monday to Friday), benefit from this payment under the same conditions as full-time working students. When the number of hours worked by the student is less than half the duration of full-time work, the reimbursement is calculated on a pro rata basis.

6. Business expenses

6.1 Upon appointment, students shall be provided with the appropriate communication and IT equipment and associated technical resources as considered necessary and required for the performance of their duties.

6.2 Non-permanent staff shall use the property and assets of the Organization only for official purposes, whilst on duty, from home or abroad and shall exercise reasonable care when utilizing such property and assets.

6.3 The appropriate communication and IT-equipment for seconded officers, if any, shall be decided by the Secretary-General as appropriate.

6.4 Non-permanent staff members will return, on the date that their duties within the Organization cease, regardless of the reason for said cessation, and without the need for any procedure or prior notice by the Organization, all written or recorded materials containing confidential information, including but not limited to all documents, studies, samples, files, plans, documentation, correspondence, statistics or copies etc. Relevant student/interns and seconded officers will return keys, badges, access passes, computer equipment and mobile phones etc. to the Organization.

7. Appeals

7.1 Any non-permanent staff member who has a specific complaint about the terms of their respective contract conflicting with the provision of these rules for non-permanent staff members may submit a written request that the matter be examined by the Secretary-General who shall respond within a period of 30 days.

7.2 Both parties may initiate informal resolution, including mediation, of the issues involved at any time before or after the staff member chooses to pursue the matter formally.

7.3 Any complaint made by a non-permanent staff member, except for seconded officers, which has not been resolved by the Secretary-General, shall be subject to the appeal to the Administrative Tribunal of the International Labour Organisation (ILOAT). In accordance with the rules of ILOAT, appeals to the ILOAT must be submitted within 90 days of receipt of the decision from the Joint Appeals Board. Expenses occasioned by the sessions or hearings of the ILOAT shall be borne in accordance with the Statutes and the decisions of the ILOAT.

7.4 Complaints made by seconded officers, shall be subject to bilateral consultations between the Secretary-General and the Member State of origin for that seconded officer.



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