



# STAFF RULES

of IALA established as an Intergovernmental Organization

Effective as of XXXX

# DOCUMENT HISTORY

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## Document authorization

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Version	Issue date	Author	Nature of change	Authorized by	Date of authorization
1	XXX	Secretariat	First draft of the Staff Rules.	Council XXX	

## Document owner

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The Finance and Administration Manager is responsible for the maintenance of this document.

## Next review date

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This document is next due for review 2 years after its last review date.



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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 and where applicable the non-permanent staff members of the Organization.
- 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.
- 1.4 These Staff Rules shall come into effect on XXXX following their adoption by Council XX.

### Definitions

- 1.5 For the purposes of these 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 which set out the privileges and immunities enjoyed by the Organization and its personnel in the territory of France.
  - (d) A **“staff member”** is recruited by the Organization on a permanent contract and upon completion of the probation period.
  - (e) A **“non-permanent staff member”** is an expert, consultant, seconded officer, temporary worker, intern, student or holder of any other contract which does not grant the status of permanent staff member.
  - (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.
  - (h) **“Home country”** means the country where the staff member and the dependent family resided 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.
  - (j) 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 full-time; 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.
- (k) “**Dependent family**” means a spouse, by marriage or by registered partnership or equivalent, and/or children recognized as dependents under paragraph (i) and (j) above.

## 2. TYPES OF PERSONNEL

### General

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2.1. The Secretariat is composed of staff members and non-permanent staff members. Staff members may either be locally or internationally recruited 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

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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.

2.3. Personnel in Categories I and II are considered executive staff members.

### Non-permanent staff members

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2.4. The non-permanent staff members do not share the same rights as permanent staff members. The Staff Rules applicable to them are included in Rule 32.

## 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 these 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 these Staff Rules shall be finalized by the President and the Chair of the Finance and Audit Group.

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

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



3.5 The official date on which the new Secretary-General takes over will be 1 September following the conclusion of the General Assembly.

3.6 In order to ensure a satisfactory hand-over between the retiring 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 these Staff Rules.

## 4. STAFF REPRESENTATIVES

4.1 Staff members of the Categories II and III shall 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, brother or sister with the Secretary-General, the Deputy Secretary-General, the Dean or a Director.

4.3 The staff representative 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 the working time.

4.5 The functions of the 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; or
- (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.

4.6 The Secretary-General and the staff representatives shall meet on a regular basis and record discussions in a designated register stored in the Secretariat.

## 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.

5.2 The working hours shall be 37 hours a week based on five working days per week, from Mondays to Fridays. The offices of the Organization are closed on Saturdays, Sundays and on French Public Holidays.

5.3 Exceptions may be made by the Secretary-General as the needs of service may require. 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.

5.4 The daily working schedule for each staff member is flexible provided that the “core hours” from 0930 until 1600 and the work requirements are met.

5.5 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 and events are hosted there.
- (b) Avoid too long 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 be planned outside working hours.
- (d) Where work is conducted remotely, the staff member must remain accessible to ensure seamless communication and collaboration with internal and external stakeholders.
- (e) Staff Rules apply regardless of whether the work is performed at home or at the workplace.

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

5.7. Rule 5.2 does not apply to Category I.

## 6. PUBLIC HOLIDAYS

6.1 This rule applies to permanent staff members. For non-permanent staff, this rule only applies to students, interns and seconded officers.

6.2 The staff members shall be entitled to all official public holidays declared each year by the French Government. 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 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 absence. In this case, the termination indemnity for staff members as provided in Rule 29 is not paid.

## 8. LEAVE

### Annual Leave

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8.1 A full-time staff member will accrue 25 days per year of annual leave for each completed year of 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 period during which leave may be accrued 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.

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

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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 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:

- (a) The reimbursement of the cost 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 accrued annual leave.

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

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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.

### Special Leave

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

8.9 In addition to the special leave in Rule 8.8, the French social security system provides for maternity and paternity leave.

8.10 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 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 report and entrust it to the Secretary-General, who will display or store it at the Headquarters of the Organization.

9.6 The staff members 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 The staff member undertakes 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 not to disclose it to any third party outside of the Organization.

## 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 Government shall issue each staff member except those with French nationality or permanent residents in France, and their family members, under

the procedures in force in France, with a special FI-type residence permit, identifying the respective person as a staff member of the Organization.

## 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; and
- (b) The outside occupation or employment is not against the interest 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 and accountability to maintain the integrity of the Organization and its decision-making processes. Conflicts of interest may affect, or have the appearance 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 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.

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

## 13. APPOINTMENT

### General

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

### Probationary period

13.2 The successful applicant will become a staff member, subject to satisfactory service during a probationary period of six months beginning on the date of entry into service and the successful passing of a medical examination in accordance with Rule 14. The period of probation may be extended once only and not exceed 12 months in total.

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

13.4 In case of a non-permanent staff member having been on a temporary or a fixed-term appointment for at least six months, before being offered a permanent contract, the probationary period may be waived by the Secretary-General.

### **Notification of appointment**

13.5 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 local or international and the probationary period.

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

13.7 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 this staff member is medically fit to discharge the respective duties.

14.2 During employment, staff members may also be required to undergo medical examinations 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 officers travelling for business purposes, any costs related to vaccination if not covered by the French social security system.

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 the duties of the Organization, the Secretary-General shall take a decision regarding the continuation of the duties or the termination of the contract for 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 person who is the spouse, father, mother, son, daughter, brother or sister of a staff member.

15.2 No staff member shall carry out functions under the authority of a close family member as described in Rule 15.1.

15.3 In case of any personal relations of a staff member with another member of the Secretariat, 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.

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.

## 16. CATEGORIES, GRADES AND ADVANCEMENT

### Categories and grades

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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.

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 based on the level of qualification, experience and autonomy.

### Advancement

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16.6 The Secretary-General may reassign staff members to other functions within the Organization, either through promotion within the same grade or through transfer to a higher grade or higher category.



16.7 Reassignment of staff members 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 process as described in Rule 21.

## 17. BONUSES

### Merit bonus

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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

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17.2 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 published by the French Authorities<sup>1</sup>, by the number of points accumulated. Two points are awarded for each year of service.

17.4 Seniority corresponds to the time worked since the date of hiring, including the probationary period. When a fixed-term contract is immediately followed by a permanent contract, the seniority bonus calculation runs from the first day of the fixed-term contract.

## 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 of Categories I, II and III shall be exempt from national income taxation.

18.2 In lieu of national income taxation, an internal tax shall be applied to the salaries of all staff members. The rate of the internal tax shall be fixed at 10% of the gross salary and will be deducted at source from monthly remunerations.

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 country in respect of the salaries paid by the organization, the Secretary-General is authorized to refund to the staff member the amount of the internal tax of the Organization.

18.4 The sums accruing from the levy of an internal tax 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.

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<sup>1</sup> French Collective Convention n°1518



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 appropriate. The net salary is derived by deducting social charges, internal tax and other possible contributions as appropriate, 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 salary. Salary advances are to be repaid from next salary payments before the end of the current year.

### 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).

## 20. RECOVERY AND RETROACTIVITY OF PAYMENTS

### Recovery of undue payments

20.1 The Organization shall recover payments made in error to a staff member. 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.

### 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 achievements, assessment of capabilities, annual objectives, or any other expectations with regard to professional development. The conclusions and observations 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 Article 31 shall apply.

## 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 deducted from each staff members' monthly salary.

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

### Supplementary health insurance

22.4 Staff members may be affiliated to a supplementary 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 salary.

22.6 The contract is for 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.

### 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.

22.9 Staff members are covered by the welfare scheme whose contributions defer depending on whether the staff member concerned is executive or non-executive.

## 23. RETIREMENT

### French basic Pension scheme

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23.1 In accordance with Article 13 of the Headquarter 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 salary.

### Retirement savings plan

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23.2 In addition to the French basic pension scheme, staff members shall benefit from a long-term retirement saving plan (group PER) 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.

### Voluntary group retirement savings plan

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23.3 Eligible staff members will be offered the possibility to invest, on a yearly basis, voluntary contributions to a private retirement savings plan (PERCO) 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 PERCO 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 to PERCOs terms and conditions.

## 24. OVERTIME AND TRAVEL TIME

### Compensation for overtime

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24.1 Only staff members of Category III who are required to work outside normal working hours as defined in Rule 5.2 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 be granted in the form of monetary compensation.

24.3 Compensatory leave must be taken within the leave year in which it was granted and under the 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%.

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

25.2 The Secretary-General may designate, in writing, members of the Secretariat as responsible managers for the purpose of this policy. Expenditure may only be approved when the approving officer 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

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

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

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

25.6 Expenditures of more than 10,000 euros require the calling of 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 hand 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.

25.7 In exceptional circumstances the Secretary-General may authorize procurement of a value greater than 10,000 euros without 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 Rule 26 also applies to non-permanent staff members, with the exception of Rule 26.5, 26.13 and 26.14 which does not apply to experts, consultants and seconded officers.

### Claims

26.2 The Secretary-General shall approve all trips undertaken by the staff members.

26.3 Following completion of travel, staff members may receive reimbursement of all 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.

26.4 The request should be completed by the travelling staff member in such a way as to clearly detail all expenditure items to be claimed and shall be submitted no later than one month at 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

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

### Daily Subsistence Allowance (DSA)

- 26.6 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.
- 26.7 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.
- 26.8 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.
- 26.9 The DSA shall be reduced if meals are provided or if the travel is commenced before or after midday:

<b>Full Days</b>	
No meals provided	100%
Lunch OR dinner provided	75%
Lunch AND dinner provided	50%
<b>Part Days</b>	
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%

26.10 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.

**Travel mode**

- 26.11 It is the responsibility of the travelling staff member to book the most cost-effective fare, taking into consideration the needs of each journey.
- 26.12 When undertaking travel on behalf of the Organization, staff members shall use any of the following:

Mode of Transport	Conditions
Train	<ul style="list-style-type: none"> <li>• Best value first class.</li> </ul>
Air	<ul style="list-style-type: none"> <li>• Economy class for all journeys within Europe.</li> <li>• Economy class for all journeys outside of Europe with a duration of less than five (5) hours.</li> <li>• Business class for all journeys outside of Europe with a duration of five (5) hours or more.</li> </ul>
Motor vehicle - hire	<ul style="list-style-type: none"> <li>• A vehicle deemed suitable for the purpose of the travel.</li> </ul>
Motor vehicle - personal	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• The travel claim shall include a copy of the car registration document needs to be provided to the Secretariat.</li> </ul>

## Specific travel arrangements

26.13 In certain circumstances the travelling staff member 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.

26.14 This rule applies to the staff members who are concerned by a payment or reimbursement of a business class ticket as prescribed under Rule 25.12.

## Accommodation

26.15 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 hotel bills.

26.16 In exceptional circumstances when accommodation described in Rule 26.15 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.

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



## Risk assessment procedure

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26.18 Before proceeding overseas, a risk assessment should be completed where appropriate by the 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.

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

26.20 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

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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 living in Metropolitan France.

27.2 The recruitment, whether considered local or international, shall be mentioned in the contract and in the job description.

### Expenses when taking up appointment and on separation

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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; and
- (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; and
- (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.

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).

### Mobility incentive

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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 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 Eligible internationally recruited staff members 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, or similar educational institution in France.

27.9 Education grant shall be paid until the child reaches the age of 25 years old, but shall not exceed 5,000 euros per year, per child. The requirement of residing with the staff member does not apply in this case.

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.

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

27.14 This amount shall not be paid 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**

28.1 For non-permanent staff members, Rule 28.12 to Rule 28.22 only apply to students and interns.

### **Function car**

28.2 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 the workplace.

28.3 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.

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

28.5 Staff members of Category I undertake to maintain the vehicle in perfect condition, to comply with the road traffic regulations and to bear the costs of any offence of which that staff member is responsible.

### **Company car**

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28.6 Staff members, students and interns can use the company car for business purposes during their working time provided that they hold a valid driving license.

28.7 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.

28.8 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.

28.9 In case of violation of the road traffic regulations, the staff member shall reimburse the Organization for the fines applied by any authorities.

### **Provision of corporate flat**

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

28.11 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**

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28.12 The Organization shall reimburse 50% of the costs of a “Pass Navigo” regardless of whether the staff member uses public transport or their personal car for their transport between their home in the Paris region and the Headquarters of the Organization.

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

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**

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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) Benefits from a free lunch offered by the Organization.

## **Business expenses**

28.20 Upon appointment, staff members shall be provided with a cell phone, a laptop and associated technical resources 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 reception of a relevant invoice from an Internet service provider.

28.22 Staff members shall use the property and assets of the Organization only for official purposes, at 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;
- (b) Abolition of posts and reduction of staff;
- (c) Disciplinary reasons; or
- (d) Health reasons.

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

### **Resignation**

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29.4 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 for permanent contracts and one month for fixed term contracts.

### **Return of equipment or material**

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29.5 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, keys, badges, access pass, computer equipment and mobile phones etc. to the Organization.

### **Termination indemnity**

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

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

- (a) Suppression of the post ending in a dismissal of the staff member;
- (b) Dismissal 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) Retirement of the staff member; or
- (d) Termination of contract due to medical reasons.

29.8 Staff members of all categories fulfilling one of the conditions as defined in Rule 29.7, shall be entitled to a termination indemnity equal to 50% of their last basic monthly salary per full year of service. The termination indemnity is limited to 12 years of services.

29.9 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**

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30.1 The Secretary-General may initiate a disciplinary process where the findings of an investigation indicate that a staff member has been negligent, disobedient or any sort of misconduct may have occurred.

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

30.3 No disciplinary measure may be imposed on a staff member following the completion of an investigation unless the staff member has been notified, in writing, of the formal allegations of misconduct against the staff member and has been given the opportunity to respond to those formal allegations.

### **Disciplinary measures**

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 records;
- (c) Deferment or demotion, for a specified period, of eligibility for consideration for promotion;
- (d) Termination of service for aggravated cases, being unsatisfactory performance after the receipt of three written censures; or
- (e) 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.

### **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.

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

### **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 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 be, but not limited to cases where there are reasonable grounds for 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

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31.1 Any staff member who has a specific complaint about the terms of the respective employment contract conflicting with the provision of these 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

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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

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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 Secretary-General and the complainant's staff representative. If the complainant is also a staff representative, an elected alternate belonging to the same staff category as the complainant will take part in the Appeals Board. The Joint Appeals Board shall deliver its decision in writing to the staff member concerned.

### Final Appeals Procedure

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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.

## 32. NON-PERMANENT STAFF MEMBERS

### Conditions of appointment

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32.1 Non-permanent staff members such as experts and consultants receive contracts with temporary or fixed term appointments which are granted for occasional tasks of normally not more than one year duration. The emoluments for the contract shall be decided by the Secretary-General.

32.2 Seconded officers are governed by separate terms and conditions as agreed between the Secretary-General and the Member State of origin for that seconded officer. The emoluments shall be decided by the Secretary-General.

32.3 Interns and students may be employed upon conditions according to French law applicable for the employment of interns and students.

32.4 The nature of the contract, working hours and the workplace shall be included in each contract, as applicable to the contract, in accordance with the tasks of the respective non-permanent staff members and as decided by the Secretary-General. Annual leave is normally not granted to non-permanent staff unless otherwise specified in the respective contract.

32.5 Appointments according to Rules 32.1 and 32.2 do not carry any expectancy, legal or otherwise, of renewal. The Secretary-General shall decide, one month before the end of the temporary contract if the non-permanent staff member is eligible for consideration for continuing appointments. Any outside occupation or employment should not conflict with the interest of the Organization.

32.6 The Organization may terminate the contract subject to a statutory notice period, the duration of which shall be one month.

32.7 In case of resignation, the non-permanent staff member must inform the Secretary-General in writing, at least one month in advance before separation.

### **Duties and privileges**

- 32.8 Rule 9 with the exception of 9.6 shall be applicable to non-permanent staff members as follows:
- (a) Seconded officers, consultants, or expert on missions on behalf of the Organization shall benefit from the privileges and immunities as described in Article 14 of the Headquarters Agreement.
  - (b) A student appointed under an apprentice contract subject to French law may subscribe to the mutual.

### **Appeals**

32.9 Rules 31.1 and 31.2 apply accordingly. Any complaint which has not been resolved by the Secretary-General, the non-permanent staff member with the exception of seconded officers, is subject to French law and the jurisdiction of the French Republic.

32.10 Any complaints regarding seconded officers are subject to the separate terms and conditions as agreed between the Secretary-General and the Member State of origin.



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

GRADES	CATEGORIES	MONTHLY BASIC SALARY RANGE			
<b>SG</b> <b>DSG</b>	<b>CATEGORY I</b> Secretary-General	from	13 500 €	to	17 000 €
	Deputy Secretary-General	from	11 000 €	to	13 500 €
<b>D2</b> <b>D1</b>	<b>CATEGORY II</b> Dean of the World-Wide Academy	from	8 000 €	to	11 000 €
	Directors	from	7 000 €	to	10 000 €
<b>S2</b> <b>S1</b>	<b>CATEGORY III</b> Other staff	from	3 600 €	to	7 500 €
	General Service staff	from	2 500 €	to	3 600 €





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International Association of Marine Aids to Navigation and Lighthouse Authorities  
Association Internationale de Signalisation Maritime