

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

Action to be taken

Voting Procedure

For Recommendation (Rules) & Approval (Regulations)	FINANCE COMMITTEE 325 th Meeting 17 June 2009	2/3 majority of all the Member States and at least 51% of the contributions of all Member States
For Approval (Rules)	COUNCIL 151 st Session 18-19 June 2009	2/3 majority of all the Member States

STAFF RULES & REGULATIONS 11TH EDITION

Proposed amendments to

CHAPTER II

(Conditions of employment and association)

Section 1 (Employment and association)

Section 5 (Termination of contract)

ANNEX R A 11

(Indemnities or grants payable to staff members on termination of contract)

A review of the contract policy the Organization introduced in January 2006 was initiated in 2008 with a view to assessing its merits.

Taking into consideration the interests of both the Organization and the staff members, the conclusion of the review was that the contract policy could be enhanced by introducing additional flexibility.

The new Management therefore wishes to take the opportunity, at the start of its term of office, to propose a number of adjustments to the contract policy. Its proposals entail a few amendments to Chapter II and Annex R A 11 of the Staff Rules and Regulations, which are set out in the present document.

Further to discussion at the TREF meeting on 19 and 20 May 2009, the Management hereby submits the proposed amendments to the Finance Committee for recommendation to the Council (Rules) and for approval (Regulations) and thereafter to the Council for approval (Rules).

If approved, the new provisions would come into force on 1 August 2009.

I. — INTRODUCTION

1. The proposed amendments to the Staff Rules and Regulations presented in this document reflect the proposals of the CERN Management following three years' experience with the current contract policy.
2. They are mainly of a technical nature and aim at simplifying procedures, increasing flexibility and maximizing the Organization's ability to attract and retain the best individuals.
3. In addition, in the interests of the Organization's functioning, the proposed amendments ensure a match between the contract policy on the one hand, and the temporary nature of appointments made by the Council on the other hand.
4. A further modification proposed by the CERN Management is the suppression of the provisions concerning extensions of contract beyond the age limit (65 years), which have become obsolete.
5. It should be noted that the proposed amendments are in the interests of both the Organization and the staff members and have been formally discussed with the Staff Association in the framework of the statutory discussion procedure.

II. — PROPOSED ADJUSTMENTS

The proposed amendments may be summarized as follows:

A) Limited-duration contracts

6. It is proposed that:
 - limited-duration contracts be awarded for a maximum period of five years instead of four, offering a better return on investment for the Organization and more stability for staff members;
 - no extensions beyond five years be granted, thus making limited-duration contract length more uniform across the Organization. The only exception concerns staff members appointed by the Council upon recruitment, for whom additional flexibility is required (see C below).
7. Moreover, due to the modification of the length of limited-duration contracts, the proposals include the relevant amendments to the termination of contract indemnities and grants.
8. These amendments will provide increased flexibility, allowing both the Organization's needs and individual situations to be taken into account.

B) Indefinite contracts

9. The Management's proposals under this heading relate to the procedure for the award of indefinite contracts.
10. The main modification proposed is as follows: rather than considering all staff members in their fourth year of service on a limited-duration contract, a more flexible system will be introduced, allowing limited-duration contract holders to apply to several long-term positions.
11. This change is designed to simplify the indefinite contract award process, increase its flexibility and thereby maximize the Organization's ability to retain the best staff members.

C) Staff members appointed by the Council

12. The contract held by these staff members should be aligned to the length of their term of office.
13. To this end, it needs to be possible to extend and/or renew their limited-duration contract beyond the maximum period of five years. Moreover, for staff members appointed by the Council at the time of recruitment, a mechanism allowing for contract termination in the event of end of the term of office is proposed.¹

III. — CONCLUSION

14. The Management is convinced that the proposed amendments to the Staff Rules and Regulations set out in this document will improve CERN's contract policy and hereby submits them to the Finance Committee for recommendation to the Council (Rules) and for approval (Regulations) and thereafter to the Council for approval (Rules).

¹ Legitimate expectations of existing staff member will be honoured.

**PROPOSED AMENDMENTS TO
THE STAFF RULES AND REGULATIONS**

**- CHAPTER II -
Conditions of employment and association**

**Section 1
Employment and association**

**Section 5
Termination of contract**

**- Annex R A 11 -
Indemnities or grants payable to staff members on termination of contract**

Key

Bold: indicates an amendment

Italic: indicates that a text has been moved

– *CURRENT TEXT* –

<i>RULES</i>
Chapter II - Section 1
Articles S II 1.01 - 1.08
1 January 2007

CHAPTER II**CONDITIONS OF EMPLOYMENT AND ASSOCIATION****Section 1 - Employment and association**

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

– **PROPOSED TEXT (NO AMENDMENTS)** –

<i>RULES</i>
Chapter II - Section 1
Articles S II 1.01 - 1.08
1 January 2007

CHAPTER II**CONDITIONS OF EMPLOYMENT AND ASSOCIATION****Section 1 - Employment and association**

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– *CURRENT TEXT* –

REGULATIONS
Chapter II - Section 1
Articles R II 1.01 - 1.08
1 January 2007

CHAPTER II**CONDITIONS OF EMPLOYMENT AND ASSOCIATION****Section 1 - Employment and association**

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

– **PROPOSED TEXT (NO AMENDMENTS)** –

REGULATIONS
Chapter II - Section 1
Articles R II 1.01 - 1.08
1 January 2007

CHAPTER II**CONDITIONS OF EMPLOYMENT AND ASSOCIATION****Section 1 - Employment and association**

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R II 1.08 Documentary evidence	MP	<p>Prior to taking up their appointment, members of the personnel shall supply:</p> <ol style="list-style-type: none"> a) the results of a medical examination by a medical practitioner in their place of residence, or by a medical practitioner appointed by the Organization, according to procedures which it shall prescribe; b) documentary evidence of, in particular, their marital status, nationality and qualifications; c) in the case of associated members of the personnel, documentary evidence of adequate social insurance cover and of a legal link with their home institution.

– *CURRENT TEXT* –

<i>REGULATIONS</i>
Chapter II - Section 1
Articles R II 1.09 - 1.13
1 January 2007

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

– **PROPOSED TEXT (NO AMENDMENTS)** –

REGULATIONS
Chapter II - Section 1
Articles R II 1.09 - 1.13
1 January 2007

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R II 1.12 Contractual conditions of employment	MPE	The following conditions of employment shall be stipulated in the contract provided for in Article S II 1.05: <ul style="list-style-type: none"> a) the category of employed member of the personnel to which the person belongs (staff member, fellow or apprentice); b) the date of commencement and the duration of the appointment; c) the duty station; d) the remuneration and, where applicable, family and other allowances or indemnities paid regularly; e) the actual duration of the working week, wherever different from 40 hours; f) the obligation to comply with the provisions of Article R II 1.11; g) for staff members and fellows, the home station; h) for staff members, the job title and the classification upon appointment; i) any special conditions. For apprentices, these conditions shall, as far as possible, conform to local legislation and practice.
R II 1.13 Contractual conditions of association	MPA	The following conditions of association shall be stipulated in the contract provided for in Article S II 1.05: <ul style="list-style-type: none"> a) the category of associated member of the personnel to which the person belongs (associate, user or student); b) the date of commencement and the duration of the appointment; c) the duty station; d) whenever applicable, the financial benefits granted on a regular basis for the total duration of the contract; e) whenever applicable, the percentage of annual working hours within the Organization, if it is below 100%; f) the obligation to comply with the provisions of Article R II 1.11; g) any special conditions.

– **CURRENT TEXT** –

REGULATIONS
Chapter II - Section 1
Articles R II 1.14 - 1.19
1 January 2007

<i>Article N°</i>	<i>Applicable to</i>	
R II 1.14 Period of service	MPE-At-St	Period of service shall mean any period during which members of the personnel receive the benefits provided for in their contract.
R II 1.15 Amendment of contract	MP	Any change in the conditions stipulated in the contract shall require an amendment accepted by both parties. Members of the personnel shall be deemed to have accepted an amendment if they have not informed the Organization to the contrary within 60 calendar days of receiving it.
R II 1.16 Part-time contracts of employment or association	MP MPE	Where required or permitted by circumstances, the Organization may offer part-time contracts of employment or association. In the case of employed members of the personnel, the contractual working week shall not be less than 20 hours.
R II 1.17 Limited-duration contract	Ts	Staff members shall be employed on the basis of a limited-duration contract for a maximum initial period of four years. A limited-duration contract may be renewed or extended once or several times to reach a maximum total period of six years. Beyond this six-year limit, the Director-General may exceptionally renew or extend: a) a full-time limited-duration contract once or several times to reach a maximum total period of nine years where this contract relates to a function necessary for the completion of the LHC Project or similar projects; b) a part-time limited-duration contract for one or several maximum periods of four years.
R II 1.18 Indefinite contract	Ts	Staff members may be awarded an indefinite contract under a review procedure defined by the Director-General. Staff members shall normally be considered for the award of an indefinite contract during their fourth year of service on a limited-duration contract. The Director-General may exceptionally award an indefinite contract at the time of appointment or before the fourth year of service.
R II 1.19 Probation period	Ts	The first twelve months' service after appointment shall be regarded as a probation period. The probation period shall be suspended due to maternity leave but not for sick leave. In exceptional circumstances, and at the Director-General's discretion, the probation period may be extended for a maximum period of six months. On the basis of at least one report made during the probation period by the staff members' hierarchical supervisors, the Director-General shall decide whether to retain them in the Organization's service or to dismiss them.

– ***PROPOSED TEXT (AMENDMENTS)*** –

REGULATIONS
Chapter II - Section 1
Articles R II 1.14 - 1.19
1 August 2009

Period of service shall mean any period during which members of the personnel receive the benefits provided for in their contract.

Any change in the conditions set out in the contract shall require an amendment accepted by both parties. Members of the personnel shall be deemed to have accepted an amendment if they have not informed the Organization to the contrary within 60 calendar days of receiving it.

Where required or permitted by circumstances, the Organization may offer part-time contracts of employment or association.

In the case of employed members of the personnel, the contractual working week shall not be less than 20 hours.

Except as provided for in Article R II 1.19 b), staff members shall be **appointed** on the basis of a limited-duration contract.

The duration of this contract, including any renewal(s) and extension(s), shall not exceed five years, except in the case of staff members appointed by the Council.

The first twelve months of service after appointment shall be regarded as a probation period.

The probation period shall be suspended due to maternity leave but not for sick leave.

In exceptional circumstances, and at the Director-General's discretion, the probation period may be extended for a maximum period of six months.

On the basis of at least one report made during the probation period by the staff member's hierarchical supervisors, the Director-General shall decide whether to retain them in the Organization's service or to dismiss them.

An indefinite contract may be awarded:

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

<i>Applicable to</i>	<i>Article N°</i>
MPE-At-St	R II 1.14 Period of service
MP	R II 1.15 Amendment of contract
MP	R II 1.16 Part-time contracts of employment or association
MPE	R II 1.16 Part-time contracts of employment or association
Ts	R II 1.17 Limited-duration contract
Ts	R II 1.18 (ex R II 1.19) <i>Probation period</i>
Ts	R II 1.19 (ex R II 1.18) <i>Indefinite contract</i>

– *CURRENT TEXT* –

<i>REGULATIONS</i>
Chapter II - Section 1
Article R II 1.20 - 1.26
1 January 2007

<i>Article N°</i>	<i>Applicable to</i>	
R II 1.20 Duration of contract of fellows	Fb	The initial contract of fellows shall be of one year's duration. It may be renewed or extended for a second year or any part thereof and, in exceptional circumstances for a third year or any part thereof.
R II 1.21 Duration of contract of apprentices	Ap	The Director-General shall fix the duration of the apprentices' contracts by reference to local legislation and practice.
R II 1.22 Duration of contract of associates and students	At-St	The initial contract of associates and students shall not be of less than one month's and not more than one year's duration. Each renewal or extension shall not exceed one year.
R II 1.23 Duration of contract of users	Us	The initial contract of users shall not be of less than one month's and not more than two years' duration. Each renewal or extension shall not exceed two years and shall not require an amendment of the contract.
R II 1.24 Change of duty station	MP	The Director-General may change the duty station of the members of the personnel subject to their consent.
R II 1.25 Determination of home station	Ts-Fb	<p>The home station of staff members and fellows shall be determined by the Director-General at the time the contract is drawn up, taking account of their place of residence and centre of interests.</p> <p>a) For nationals of a Member State, the home station shall be deemed to be on the European territory of that State, save where the above considerations are such as to determine the home station on the European territory of another Member State.</p> <p>b) For nationals of a non-Member State, the home station shall be on the European territory of a Member State and shall be determined according to the criteria set out above, to the personal situation of the person concerned and to the interests of the Organization.</p>
R II 1.26 Change of home station	Ts-Fb	At the request of the staff member or fellow concerned and at the discretion of the Director-General, the home station may be changed.

– **PROPOSED TEXT (NO AMENDMENTS)** –

REGULATIONS
Chapter II - Section 1
Article R II 1.20 - 1.26
1 January 2007

<i>Article N°</i>	<i>Applicable to</i>	
R II 1.20 Duration of contract of fellows	Fb	The initial contract of fellows shall be of one year's duration. It may be renewed or extended for a second year or any part thereof and, in exceptional circumstances for a third year or any part thereof.
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R II 1.26 Change of home station	Ts-Fb	At the request of the staff member or fellow concerned and at the discretion of the Director-General, the home station may be changed.

– *CURRENT TEXT* –

<i>RULES</i>
Chapter II - Section 5
Articles S II 5.01 - 5.05
1 January 2007

CHAPTER II**CONDITIONS OF EMPLOYMENT AND ASSOCIATION****Section 5 - Termination of contract**

<i>Article N°</i>	<i>Applicable to</i>	
S II 5.01 Types of termination of contract	MP	<p>Contracts shall terminate on account of:</p> <ol style="list-style-type: none"> a) reaching the age limit, or the end of the extension provided for in Article R II 5.01; b) expiry of a contract of limited duration; c) death; d) recognition of total disability; e) resignation; f) mutual agreement; g) dismissal notified during the probation period; h) dismissal for reasons of unsatisfactory service; i) dismissal for disciplinary reasons; j) dismissal following a reduction of complement decided by the Council; k) dismissal owing to the suppression of a post; l) for associated members of personnel, the loss of adequate social cover and of a legal link with their home institution.
S II 5.02 Premature termination of contract of associated members of the personnel	MPA	<p>For associated members of the personnel, dismissal shall mean a decision to prematurely terminate the contract.</p>
S II 5.03 Dismissal owing to a reduction of complement or suppression of a post	Ts	<p>Staff members shall not be dismissed owing to a reduction of complement decided by the Council or the suppression of a post, unless the Director-General has ascertained that they cannot be assigned to another post within the Organization.</p>
S II 5.04 Dismissal of staff members appointed by the Council	Ts	<p>Staff members appointed by the Council may not be dismissed for reasons of unsatisfactory service, unless the Director-General has consulted a Board of three members appointed by the President of the Council. This Board shall give a hearing to the Director-General, the staff member concerned and any other person whose evidence it may consider useful. It shall submit its opinion to the President of the Council, who shall inform the Director-General thereof.</p>
S II 5.05 Contract termination conditions	MP	<p>The Regulations shall lay down the termination conditions, namely the period of notice and the procedure to be followed.</p>

– ***PROPOSED TEXT (AMENDMENTS)*** –**CHAPTER II****CONDITIONS OF EMPLOYMENT AND ASSOCIATION****Section 5 – Termination of contract**

Contracts shall terminate on account of:

- a) reaching the age **limit**;
- b) expiry of a contract of limited duration;
- c) death;
- d) recognition of total disability;
- e) resignation;
- f) mutual agreement;
- g) dismissal notified during the probation period;
- h) dismissal for reasons of unsatisfactory service;
- i) dismissal for disciplinary reasons;
- j) dismissal following a reduction of complement decided by the Council;
- k) dismissal owing to the suppression of a post;
- l) for associated members of personnel, the loss of adequate social cover and of a legal link with their home institution;
- m) for staff members appointed by the Council at the time of recruitment, the end of their term of office².**

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

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

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

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

<i>RULES</i>
Chapter II - Section 5
Articles S II 5.01 - 5.05
1 August 2009

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

² The provision will apply to staff members recruited as of the entry into force of the new rules.
2009/66/5/e

– *CURRENT TEXT* –

REGULATIONS
Chapter II - Section 5
Articles R II 5.01 - 5.08
1 January 2007

CHAPTER II**CONDITIONS OF EMPLOYMENT AND ASSOCIATION****Section 5 - Termination of contract**

<i>Article N°</i>	<i>Applicable to</i>	
R II 5.01 Age limit	Ts	<p>The age limit shall be 65 years. The contract shall expire on the last day of the month in which the 65th birthday falls.</p> <p>Notwithstanding the foregoing, the Director-General may, in exceptional circumstances and in the interests of the Organization, with prior approval by the Council and subject to the consent of the staff member, decide to grant a single extension of the contract beyond the age limit. Any such extension shall not go beyond 31 December 2008.</p>
R II 5.02 Expiry of a limited-duration contract	Ts	<p>A limited-duration contract shall expire at the end of the prescribed period. The Director-General may renew it or not, or extend it within the limits and conditions laid down in Article R II 1.17. He shall notify his decision at least six months prior to the expiry date of the contract if the duration of the contract so permits.</p>
R II 5.03 Resignation	MP	<p>Members of the personnel having decided to resign shall submit their resignation to the Director-General in writing. The resignation shall be subject to the periods of notice laid down in the Regulations and, except for the cases covered by Article R II 5.06 a), shall take effect on the last day of a month.</p>
R II 5.04 Dismissal	MP	<p>Members of the personnel shall be notified of their dismissal in a letter indicating the reasons as well as the date of contract termination, taking into consideration the periods of notice laid down in the Regulations.</p>
R II 5.05 Periods of notice (employed members of the personnel)	MPE	<p>The following periods of notice shall apply in the event of termination of contract for recognition of total disability, resignation or dismissal:</p> <p>a) staff members:</p> <p>i) For those holding a limited-duration contract:</p> <ul style="list-style-type: none"> – one month during the probation period; – three months in other cases. <p>ii) For those holding an indefinite contract:</p> <ul style="list-style-type: none"> – six months plus one month per year of service from the seventh year of service (maximum 12 months) in the event of dismissal owing to a reduction of complement decided by the Council or the suppression of a post; – six months in other cases. <p>b) fellows: two months.</p> <p>c) apprentices: in compliance with local legislation and practice.</p>
R II 5.06 Periods of notice (associated members of the personnel)	MPA	<p>The following periods of notice shall apply for the resignation or dismissal of associated members of the personnel:</p> <p>a) for those holding a contract of less than four months: one week;</p> <p>b) for those holding a contract of four months or more: one month.</p>
R II 5.07 Reduction or suppression of the period of notice	MP	<p>The periods of notice may either be reduced by mutual agreement, or reduced or suppressed by the Director-General in the event of dismissal for disciplinary reasons.</p>
R II 5.08 Leave during the notice period	MP	<p>The Director-General may require a member of the personnel to take special remunerated or paid leave during the period of notice.</p>

– **PROPOSED TEXT (AMENDMENTS)** –

REGULATIONS
Chapter II - Section 5
Articles R II 5.01 - 5.08
1 August 2009

CHAPTER II**CONDITIONS OF EMPLOYMENT AND ASSOCIATION****Section 5 - Termination of contract**

<i>Article N°</i>	<i>Applicable to</i>	
R II 5.01 Age limit	Ts	The age limit shall be 65 years. The contract shall expire on the last day of the month in which the 65th birthday falls .
R II 5.02 Expiry of a limited-duration contract	Ts	A limited-duration contract shall expire at the end of the prescribed period. The Director-General may renew it or not, or extend it within the limits and conditions laid down in Article R II 1.17. He shall notify his decision at least six months prior to the expiry date of the contract if the duration of the contract so permits.
R II 5.03 Resignation	MP	Members of the personnel having decided to resign shall submit their resignation to the Director-General in writing. The resignation shall be subject to the periods of notice laid down in the Regulations and, except for the cases covered by Article R II 5.06 a), shall take effect on the last day of a month.
R II 5.04 Dismissal	MP	Members of the personnel shall be notified of their dismissal in a letter indicating the reasons as well as the date of contract termination, taking into consideration the periods of notice laid down in the Regulations.
R II 5.05 Periods of notice (employed members of the personnel)	MPE	The following periods of notice shall apply in the event of termination of contract for recognition of total disability, resignation or dismissal: <ul style="list-style-type: none"> a) staff members: <ul style="list-style-type: none"> i) For those holding a limited-duration contract: <ul style="list-style-type: none"> – one month during the probation period; – three months in other cases. ii) For those holding an indefinite contract: <ul style="list-style-type: none"> – six months plus one month per year of service from the seventh year of service (maximum 12 months) in the event of dismissal owing to a reduction of complement decided by the Council or the suppression of a post; – six months in other cases. b) fellows: two months. c) apprentices: in compliance with local legislation and practice.
R II 5.06 Periods of notice (associated members of the personnel)	MPA	The following periods of notice shall apply for the resignation or dismissal of associated members of the personnel: <ul style="list-style-type: none"> a) for those holding a contract of less than four months: one week; b) for those holding a contract of four months or more: one month.
R II 5.07 Reduction or suppression of the period of notice	MP	The periods of notice may either be reduced by mutual agreement, or reduced or suppressed by the Director-General in the event of dismissal for disciplinary reasons.
R II 5.08 Leave during the notice period	MP	The Director-General may require a member of the personnel to take special remunerated or paid leave during the period of notice.

– **CURRENT TEXT** –

REGULATIONS
Annex R A 11 - page 1
1 January 2007
Applicable to: Ts

Indemnities or grants payable to staff members on termination of contract

(Article R V 1.34)

Cause of termination of contract	Indemnity or grant (limited-duration contract)	Indemnity or grant (indefinite contract)
a) Reaching age limit.	1) Nil.	2) Nil.
b) Expiry of a limited-duration contract not followed by the offer of an indefinite contract.	1) Per completed year of uninterrupted service as a staff member up to a maximum of five months' basic salary: i) one half of a month's basic salary for the first to the fourth year; ii) one month of basic salary for the following years.	
c) Death.	1) Nil.	2) Nil.
d) Termination of contract on account of recognition of total disability.	1) If the disability is: i) of occupational origin: the indemnity shall be that provided for in i) 1); ii) not of occupational origin: the indemnity shall be nil. [A grant not exceeding the indemnity provided for in i) 1) may be paid at the discretion of the Director-General.]	2) If the disability is: i) of occupational origin: the indemnity shall be that provided for in i) 2); ii) not of occupational origin: the indemnity shall be nil. [A grant not exceeding the indemnity provided for in i) 1) may be paid at the discretion of the Director-General.]
e) Resignation.	1) Nil. [Exceptionally, at the Director-General's discretion, a grant not exceeding the amounts provided for in b) 1) below may be paid.]	2) Nil. [Exceptionally, at the Director-General's discretion, a grant not exceeding 24 months' basic salary may be paid.]
f) Dismissal during the probation period.	1) Nil.	2) Nil.
g) Dismissal for unsatisfactory service.	1) Nil.	2) Nil.
h) Dismissal for disciplinary reasons.	1) Nil.	2) Nil.
i) Dismissal owing to a reduction of complement decided by the Council or the suppression of a post.	1) i) During the first four years' service as a staff member: 25% of the basic salary which would have been received for the unexpired portion of the contract (minimum one month, maximum four months). ii) From the fifth year of service: 50% of the basic salary which would have been received for the unexpired portion of the contract (minimum two months, maximum eight months). If the indemnity provided for in b) 1) above is higher, the staff member shall be entitled to it.	2) i) For staff members of the personnel under 34 years of age: the indemnity shall be determined according to the provisions of b) 1) above. ii) For staff members of the personnel aged 34 years and over: the indemnity indicated on page 2 below shall be paid. If the indemnity provided for in b) 1) above is higher, the staff member shall be entitled to it. Under no circumstances shall the indemnity be higher than the basic salary the staff member concerned would have received if he had continued to be employed until the age limit.

– ***PROPOSED TEXT (AMENDMENTS)*** –

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

(Article R V 1.34)

REGULATIONS
Annex R A 11 - page 1
1 August 2009
Applicable to: Ts

Cause of termination of contract	Indemnity or grant	
	Limited-duration contract	Indefinite contract
a) Reaching age limit.	1) Nil.	2) Nil.
b) Expiry of a limited-duration contract not followed by the offer of an indefinite contract.	1) One half of a month's basic salary per completed year of uninterrupted service as a staff member.	
c) Death.	1) Nil.	2) Nil.
d) Termination of contract on account of recognition of total disability.	1) If the disability is: i) of occupational origin: the indemnity shall be that provided for in i) 1); ii) not of occupational origin: the indemnity shall be nil. [A grant not exceeding the indemnity provided for in i) 1) may be paid at the discretion of the Director-General].	2) If the disability is: i) of occupational origin: the indemnity shall be that provided for in i) 2); ii) not of occupational origin: the indemnity shall be nil. [A grant not exceeding the indemnity provided for in i) 2) may be paid at the discretion of the Director-General].
e) Resignation.	1) Nil. [Exceptionally, at the Director-General's discretion, a grant not exceeding the amounts provided for in b) 1) below may be paid].	2) Nil. [Exceptionally, at the Director-General's discretion, a grant not exceeding 24 months' basic salary may be paid].
f) Dismissal during the probation period.	1) Nil.	2) Nil.
g) Dismissal for unsatisfactory service.	1) Nil.	2) Nil.
h) Dismissal for disciplinary reasons.	1) Nil.	2) Nil.
i) Dismissal owing to a reduction of complement decided by the Council or the suppression of a post.	1) 25% of the basic salary which would have been received for the unexpired portion of the contract <i>as a staff member</i> (minimum one month, maximum five months). If the indemnity provided for in b) 1) above is higher, the staff member shall be entitled to it.	2) i) For staff members under 34 years of age: the indemnity shall be determined according to the provisions of b) 1) above. ii) For staff members aged 34 years and over: the indemnity indicated on page 2 below shall be paid. If the indemnity provided for in b) 1) above is higher, the staff member shall be entitled to it. Under no circumstances shall the indemnity be higher than the basic salary the staff member concerned would have received if he had continued to be employed until the age limit.
j) End of term of office in the case of staff members appointed by the Council at the time of recruitment (for a reason other than one of those listed in a) to i) above).	1) Up to a total maximum of twelve months: i) During the first five years' service: one half of a month's basic salary per completed year of uninterrupted service as a staff member. ii) From the sixth year of service: one month's basic salary per completed year of uninterrupted service as a staff member. [Where the term of office ends before its due date: exceptionally, a grant not exceeding 12 months' basic salary may be paid at the discretion of the Director-General].	2) Up to a total maximum of twelve months: i) During the first five years' service: one half of a month's basic salary per completed year of uninterrupted service as a staff member. ii) From the sixth year of service: one month's basic salary per completed year of uninterrupted service as a staff member. [Where the term of office ends before its due date: exceptionally, a grant not exceeding 12 months' basic salary may be paid at the discretion of the Director-General].