



INTERNATIONAL  
STANDARD  
SERIAL  
NUMBER  
INTERNATIONAL CENTRE

# INTERNATIONAL STANDARD SERIAL NUMBER INTERNATIONAL CENTRE

(CIEPS)

## STAFF REGULATIONS

*Final version adopted by the Governing Board on 17 October 2016*

## **PREAMBLE**

The International Standard Serial Number International Centre was created by an agreement signed by the United Nations Educational, Scientific and Cultural Organization and the Government of the French Republic in Paris on 14 November 1974. It is responsible for introducing and operating an automated system for registering serial publications on all subjects. It cooperates, as necessary, with national and regional ISSN centres.

The International Centre is an autonomous institution, whose activities are conducted for the benefit of the Member States and Associate Members of the United Nations Educational, Scientific and Cultural Organization in the manner laid down in its Statutes, as amended on 12 October 1976.

These Staff Regulations embody the general principles and terms and conditions of employment, as well as the rights, benefits, duties and obligations of the staff members of the International Centre, as approved by its Governing Board.

## **CHAPTER I – GENERAL PROVISIONS**

Article 1. The Centre Director, in his or her capacity as chief administrative officer of the International Centre, shall give effect to these Staff Regulations. He or she ensure that the Regulations are applied and shall lay down and enforce rules and provisions, in the form of directives, that are consistent with them, for the purposes of implementing or supplementing them.

Article 2. The implementing rules for these Staff Regulations shall be set out in directives. The said directives shall be issued and amended by the Centre Director, after he or she has consulted the Consultative Group. If any directives that affect the International Centre's budget are adopted or amended, the Centre Director shall inform the Governing Body.

Article 3. These Staff Regulations shall take precedence over all directives. In the event of a discrepancy between any article of these Regulations and any of the terms of a directive, the Articles of these Staff Regulations shall take precedence.

Article 4. These Staff Regulations shall apply to the staff members of the International Centre as defined in Article 5 *m*).

Article 5. In these Staff Regulations, unless the context indicates otherwise:

- a*) "calendar year" means a twelve (12) month period beginning on 01 January and ending on 31 December;
- b*) "beneficiary" means anyone who, pursuant to applicable legislation, has inheritance rights in the event of the death of a staff member;
- c*) "International Centre" or "Centre" means the International Standard Serial Number International Centre;
- d*) "cohabitee" means a person (irrespective of gender) with whom a staff member cohabits in a steady and continuous manner;
- e*) "spouse" means a person with whom a staff member is affiliated by virtue of marriage or a domestic partnership legally recognized by a competent national authority, having the same effects as a marriage;
- f*) "Governing Board" means the Governing Board of the International Standard Serial Number International Centre;
- g*) "Centre Director" means the Centre Director of the International Standard Serial Number International Centre;
- h*) "directive" means a regulatory text issued by the Centre Director in order to implement or supplement these Staff Regulations;

- i) "indeterminate appointment" means an appointment without limit of time;
- j) "Member State" means any State that has acceded to the Statutes of the International Standard Serial Number International Centre;
- k) "day" means a calendar day;
- l) "working day" means a day actually worked at the International Centre;
- m) "staff member" means a person hired by the Centre Director in accordance with Article 26 of these Staff Regulations, with the exception of consultants, supernumeraries, holders of fee contracts, individuals specifically engaged for a conference or meeting, office cleaning and maintenance staff or casual labourers;
- n) "transfer" means the permanent assignment of a staff member to another position (*i.e.* with a new job description), without change in salary;
- o) "staff" means all staff members as defined in *m)* above.
- p) "civil union" means marriage or a domestic partnership that is legally recognised by a competent national authority and has the same effects as a marriage.

## **CHAPTER II - RIGHTS, OBLIGATIONS, PRIVILEGES AND IMMUNITIES**

Article 6. The Centre Director and staff members are international civil servants whose responsibilities are not national but exclusively international. By accepting their appointment, they undertake to discharge their functions and to regulate their conduct with the interests of the International Centre only in view.

Article 7. Staff members are subject to the authority of the Centre Director, who may assign them to any position in the International Centre, with due regard to their qualifications and experience. They are responsible to him or her in respect of the exercise of their functions.

Article 8. No staff member shall be discriminated against due to his or her ethnic or social origin, skin colour, disability, age, marital or parental status, gender or sexual orientation, or political, philosophical or religious beliefs.

Article 9. The working time of staff members shall be entirely at the disposal of the International Centre.

The working time at the International Centre shall be as follows:

- the standard working week shall be thirty five (35) hours worked, from Monday to Friday, between 8am and 8pm;
- a specific directive shall specify the conditions of application of the flexitime implemented by the International Centre;
- the Centre Director may, if operational needs allow, allow staff members to reduce their working hours. In such circumstances, their salary shall be calculated on a pro rata basis according to the number of hours worked;
- French public holidays shall be observed. French public holidays are as follows: New Year's Day (01 January), Easter Monday, Labour Day (1 May), VE Day (8 May), Ascension Day, Whit Monday, the French National Holiday (14 July), Assumption Day (15 August), All Saint's Day (1 November), Armistice Day (11 November) and Christmas Day (25 December).

Staff members shall not engage in any regular outside occupation (including voluntary work) without prior approval in writing from the Centre Director. Staff members shall not hold any office that is incompatible with the proper discharge of their duties as staff members of the International Centre.

Any staff member who, in his or her official capacity, is required to deal with any matter involving a company, partnership, or other business concern in which he or she has an interest must disclose the nature and measure of that interest to the Centre Director.

- Article 10. When performing their duties, staff members shall neither seek nor accept instructions from any government or from any other authority external to the International Centre.
- Article 11. Staff members shall contribute to creating a working environment where the personal dignity of every staff member is respected. They shall refrain from any form of harassment or bullying in the workplace or in connection to the work that they perform on behalf of the International Centre.
- Article 12. Staff Members shall conduct themselves, at all times, in a manner befitting their status as international civil servants. They shall not engage in any activity that is incompatible with the proper discharge of their duties within the International Centre. They shall avoid any action and in particular any kind of public pronouncement, which may adversely reflect on their status as international civil servants, or on the integrity, independence and impartiality, which are required by that status. While they are not expected to give up their national sentiments, or their political and religious convictions, they shall at all times exercise the reserve and tact incumbent upon them by reason of their international status.
- Article 13. Staff members shall exercise the utmost discretion in regard to all matters of official business. They shall not communicate to any person unpublished information known to them by reason of their official position, except in the course of their duties or by authorization of the Centre Director. These obligations remain binding after separation from the International Centre.
- Article 14. Except as provided hereinafter, no staff member shall, during the period of his or her employment, accept any honour, decoration, favour, gift or remuneration from any government or from any other source external to the Centre. The Centre Director may authorize such acceptance in respect of services rendered before appointment or for war service. He or she may authorize the acceptance of honours and prizes from educational, scientific or cultural organisations and the acceptance of remuneration for work done by a staff member in his or her spare time provided such work is not incompatible with his or her status as an international civil servant.
- Article 15. Staff members may exercise their right to vote but shall not engage in any political activity that is inconsistent with or reflects upon the independence and impartiality required by their status as international civil servants.
- Article 16. The immunities and privileges accorded to staff members by virtue of the agreement signed by the Government of France and the United Nations Educational, Scientific and Cultural Organization in Paris on 14 November 1974 are conferred in the interests of the International Centre. These privileges and immunities shall not be invoked in order to excuse the staff members who enjoy them from discharging private obligations or from observing the applicable laws and police regulations. In any case where these privileges and immunities are invoked, the staff member concerned shall immediately report to the Centre Director who shall decide whether they shall be waived.
- Article 17. On accepting appointment, each staff member shall subscribe to the following declaration: "I solemnly undertake to exercise in all loyalty, discretion and conscience the functions entrusted to me as an international civil servant of the International Standard Serial Number International Centre, to discharge these functions and regulate my conduct with the interests of the International Centre only in view, and not to seek or accept instructions in regard to the performance of my duties from any government or authority external to the International Centre".

Article 18. The terms of Articles 10 to 17 hereinabove shall apply *mutatis mutandis* to the Centre Director. If the Centre Director is granted authority to take a specific action, the Governing Body shall be granted authority to take such action vis-a-vis the Centre Director.

### **CHAPTER III – CLASSIFICATION OF POSITIONS AND STAFF**

Article 19. The staff are classified into two categories and ten grades:  
– Category A (four grades): specialised staff and/or staff holding positions of responsibility;  
– Category B (six grades): staff holding administrative or technical positions

Article 20. The Centre Director shall make appropriate provision to describe positions based on the two categories defined in Article 19 hereinabove. The guidelines for describing such positions shall be submitted to the Governing Board for approval, after consultation of the Consultative Group.

The Centre Director shall ensure that the type of tasks assigned and the level of responsibilities incumbent on each staff member are in line with his or her job description as approved by the Governing Board.

The Centre Director shall grade staff members in the grade-related table annexed to these Staff Regulations, according to the type of position that they hold, their responsibilities, higher education and professional qualifications and/or professional experience, in light of the documentary evidence produced by the staff member in question.

### **CHAPTER IV – RECRUITMENT, APPOINTMENT, TRANSFERS, PROGRESSION, PROMOTIONS AND CATEGORY CHANGES**

Article 21. The sole consideration when recruiting, appointing, transferring or promoting staff members must be to secure staff for the International Centre who have the highest standards of efficiency, competence and integrity.

#### ***Recruitment***

Article 22. Staff shall be selected without any discrimination based on their ethnic or social origin, skin colour, disability, age, marital or parental status, gender or sexual orientation, or political, philosophical or religious beliefs.  
Notwithstanding the provisions of the above paragraph, recruitment may be restricted to nationals of Member States.

Article 23. The International Centre shall ensure a staff constituted on as wide a geographical basis as possible

Article 24. The International Centre has a policy favouring gender equality for all job categories.

Article 25. Job vacancies shall be advertised internally and/or externally.

#### ***Appointment***

Article 26. Staff members shall be appointed by the Centre Director. When a new staff member is appointed, the new staff member and the Centre Director shall sign an employment contract. The contract shall be accompanied by the declaration referred to in Article 17 hereinabove.

Article 27. When a successful applicant signs his/her employment contract, he or she will receive a copy of these Staff Regulations and the implementing directives hereof. By accepting his

or her appointment, the applicant acknowledges that he/she has familiarised himself/herself with these Staff Regulations and the implementing directives hereof and that he/she accepts the terms thereof.

Article 28. With regard to Category A staff members, their first three (3) months of employment as from their initial appointment shall be their probation period. During such period, the staff member in question or the Centre Director may terminate the staff member's appointment at any time, subject to a fifteen (15) day notice period.

The work performed by the staff member during his or her probation period shall be appraised during the course of the first fortnight of the third month following the date on which his or her employment began in order to enable the Centre Director to confirm his or her appointment.

At least fifteen (15) days prior to the end of the probation period, the Centre Director shall notify the staff member concerned in writing of his/her decision to confirm or terminate the staff member's appointment or extend the initial probation period by no more than three (3) months. The probation period may be extended only once.

In the event that the probation period is extended, the work performed by the staff member shall be appraised again at least twenty (20) days prior to the end of the probation period in order to allow the Centre Director to confirm or not confirm their appointment.

Article 29. With regard to Category B staff members, their first two (2) months of employment as from their initial appointment shall be their probation period. During such period, the staff member in question or the Centre Director may terminate the staff member's appointment at any time, subject to a fifteen (15) day notice period

The work performed by the staff member during his or her probation period shall be appraised during the course of the first fortnight of the second month following the date on which his or her employment began in order to enable the Centre Director to confirm his or her appointment.

At least fifteen (15) days prior to the end of the probation period, the Centre Director shall notify the staff member concerned in writing of his/her decision to confirm or terminate the staff member's appointment or extend the initial probation period by no more than two (2) months. The probation period may be extended only once.

In the event that the probation period is extended, the work performed by the staff member shall be appraised again at least twenty (20) days prior to the end of the probation period in order to allow the Centre Director to confirm or not confirm their appointment.

Article 30. Employment contracts shall be agreed for a two (2) year period. Thereafter they may be renewed for successive two (2) year periods. The probation periods referred to in Articles 28 and 29 hereinabove, shall not apply to renewals.

The number of employment contracts' renewals is not limited.

Following a renewal of an employment contract, *i.e.* at least four (4) years after the effective day of the initial contract, the Centre Director may offer to a staff member to be recruited on an indeterminate appointment.

The Centre Director shall inform staff members, in writing, whether their contract will be renewed, at least two (2) months prior to the end of their current employment period. In the event that a staff member's contract is not renewed and the aforementioned two (2) month period has not been observed, the employment contract shall be automatically extended by the time required in order to comply with the notice period.

Article 31. If a staff member is recruited for a specific assignment for a period of less than two (2) years, his or her employment contract shall be limited to the length of such assignment.

## *Transfers*

Article 32. The Centre Director may decide to transfer a staff member, after consulting the staff member in question and the Consultative Group.

The transferred staff member must take up their new position on the date specified by the Centre Director. In the event of the staff member's unjustified refusal, he or she shall be dismissed with immediate effect and he/she shall be entitled to severance pay equal to one half ( $\frac{1}{2}$ ) months' salary per full year of employment, however this pay cannot exceed twelve (12) months' salary.

## *Progression*

Article 33. All incremental progression shall be decided by the Centre Director.

Incremental progression shall be progression to the step immediately above their current step for grade 5B, 4B and 3B staff members with the following qualifying service:

- one (1) year for progression from the first to the second step;
- one (1) year and six (6) months for progression from the second to the third step and from the third to the fourth step;
- two (2) years for any subsequent changes of step.

Incremental progression shall be progression to the step immediately above their current step for grade 2B, 1B and 0B staff members with the following qualifying service:

- one (1) year for progression from the first to the second step;
- one (1) year and six (6) months for progression from the second to the third step and from the third to the fourth step;
- two (2) years for progression from the fourth to the fifth, fifth to the sixth, sixth to the seventh, seventh to the eighth, eighth to the ninth, ninth to the tenth, tenth to the eleventh and the eleventh to the twelfth step;
- three (3) years for progression from the twelfth to the thirteenth, thirteenth to the fourteenth, and fourteenth to the fifteenth step.

Incremental progression shall be progression to the step immediately above their current step for grade 3A, 2A, 1A and OA staff members, with the following qualifying service:

3A:

- one (1) year for progression from the first to the second step;
- one (1) year and six (6) months for progression from the second to the third step and from the third to the fourth step;
- two (2) years for progression from the fourth to the fifth, fifth to the sixth, sixth to the seventh, seventh to the eighth, eighth to the ninth, ninth to the tenth, and tenth to the eleventh step;
- three (3) years for progression from the eleventh to the twelfth, twelfth to the thirteenth and thirteenth to the fourteenth step.

2A:

- one (1) year for progression from the first to the second step;
- one (1) year and six (6) months for progression from the second to the third step and from the third to the fourth step;
- two (2) years for progression from the fourth to the fifth, fifth to the sixth, sixth to the seventh, seventh to the eighth and eighth to the ninth step;
- two (2) years and six (6) months for progression from the ninth to the tenth and tenth to the eleventh step;
- three (3) years for progression from the eleventh to the twelfth, twelfth to the thirteenth and thirteenth to the fourteenth step.

1A:

- two (2) years for progression from the first to the second step and from the second to the third step;
- two (2) years and six (6) months for progression from the third to the fourth step;
- three years for progression from the fourth to the fifth, fifth to the sixth, sixth to

- the seventh and seventh to the eighth step;
  - four (4) years for progression from the eighth to the ninth and ninth to the tenth step.
- 0A:
- two (2) years for progression from the first to the second step and from the second to the third step;
  - two (2) years and six (6) months for progression from the third to the fourth step;
  - three (3) years for progression from the fifth to the sixth, sixth to the seventh and seventh to the eighth step.

### ***Promotions***

Article 34. Changes of category or grade shall be decided by the Centre Director after consultation with the Consultative Group.  
Staff members who have six (6) years' qualifying service in their current grade may be promoted to the next grade, to the step on the scale corresponding to the rate immediately above their current rate.

## **CHAPTER V – SALARY, GRANTS AND MISCELLANEOUS BENEFITS**

### ***Salaries***

Article 35. Salary scales shall be adopted and revised by the Governing Board, according to a proposal submitted by the Centre Director. They shall be annexed to these Staff Regulations.  
Proposed amendments periodically submitted by the Centre Director shall be based on changes to the civil service index point value in the host country of the International Centre's headquarters.

### ***Family supplement***

Article 36. The International Centre's staff shall receive a fixed monthly sum as a family supplement. The amount whereof shall be set out in a directive.  
The monthly family supplement shall concern all the legitimate, natural or legally adopted children of the staff member, or children towards whom the staff member is obliged, by virtue of a legal instrument, to assume the obligations of a parent, or a step-child of the staff member. Allocation of the family supplement will be subject to the following conditions:

- the child must be under the age of twenty (20), or under the age of twenty five (25) if in full-time education at an educational institution or training centre or if performing compulsory military service; this age limit shall not apply to children who are incapable of engaging in paid work due to a physical or mental disability of a permanent or long-term nature; and
- the staff member must be responsible for the main and continuing support of the child.

The staff member shall be required to make a statement and annex the relevant documentary evidence thereto. If both spouses are employed by the International Centre, the family supplement shall only be paid once.

The amount of the family supplement may be periodically revised by the Governing Board, following a proposal submitted by the Centre Director.



## ***Grants***

Article 37. Staff members may be awarded performance grants and/or compensatory grants.

Article 38. Performance grants are variable grants, which do not form part of the staff member's salary and are designed to reward the performance of specific work in order to attain annual targets fixed by the department head or the Centre Director. Whether or not a staff member receives such grants shall be subject to verification that the work in question has been performed, and the amount of such grants shall be fixed by the Centre Director.

Article 39. Compensatory grants may be paid to a staff member who temporarily replaces a colleague. Such replacement must have been specifically requested by the Centre Director. This grant shall be awarded only if the replacement involves a radical change to the type and volume of work performed by the staff member in question and the staff member replaces his or her colleague for at least three (3) months. The staff member cannot, under any circumstances, continue to receive the grant (the amount whereof shall be fixed by the Centre Director) after the situation returns to normal.

## ***Overtime***

Article 40. If necessary due to operational requirements, the Centre Director may ask staff members, in writing, to work overtime.

After consulting the staff member, the Centre Director shall decide how he or she should be compensated for such overtime. The compensation may take the form of paid leave or overtime pay. If overtime worked is compensated by paid leave, the staff member in question shall receive one day's paid leave per seven (7) hours day's overtime worked, the compensatory leave must be taken during the same calendar year and within four (4) months from the date on which the overtime was worked; if the staff member does not take his or her compensatory leave during such period, he or she shall permanently lose this leave entitlement. If overtime worked is compensated by overtime pay, the overtime pay shall be calculated on the basis of the staff member's normal hourly rate multiplied by 1.5.

## ***Meal allowance***

Article 41. As there is no canteen at the headquarters of the International Centre, the International Centre's staff shall receive meal vouchers. Part-time staff members shall have a pro rata entitlement to meal vouchers according to the number of hours that they work.

In the event that a staff member is on a mission, he or she will not receive meal vouchers. This is also the case when a staff member is on paid leave.

## ***Salary advances***

Article 42. The Centre Director may, exceptionally, authorise the payment of a salary advance to staff members. This may take the form of:

- an advance for the month in question of up to half the staff member's net monthly salary. The salary advance will be repayable, interest-free, during the month immediately following the advance payment;
- or a larger advance, for a total of not more than one and a half (1½) times the monthly salary of the staff member in question; this salary advance shall be repayable in accordance with a repayment schedule fixed by the Centre Director by the shorter of (i) a maximum of twelve (12) months, or (ii) the end of the staff member's employment; the advance shall be repaid by monthly deductions from the staff member's salary or repayment of the full amount.

In the latter case, the advance shall be the subject of a signed written agreement between the staff member in question and the International Centre. It shall be granted at the same

interest rate as the International Centre's cash investments. In the event that the Centre Director requests a salary advance, the Governing Board's authorisation shall be required. If the staff member in question's employment by the International Centre ends before the salary advance has been fully repaid, the remainder shall be deducted from the amount due to the staff member at the end of his or her employment.

### ***Recovery of payments made in error***

- Article 43. The International Centre shall be entitled to recover any payment made to a staff member in error. However, except in cases where the bad faith of the staff member is established:
- the International Centre's right to recovery shall be time barred two (2) years after an overpayment has been made or, if several overpayments have been made over a period of time, two (2) years after the last overpayment;
  - recovery of overpayments made over a period of time shall be limited to an amount equal to the overpayments made during the twenty four (24) months immediately preceding the last overpayment.
- Unless otherwise agreed, reimbursement shall be made by deductions, over a period not exceeding twenty four (24) months, from the monthly or other payments due to the staff member concerned.

## **CHAPTER VI – PERFORMANCE REPORTS AND TRAINING**

### ***Performance appraisal***

- Article 44. The quality of each staff member's work shall be regularly appraised in the manner laid down by the Centre Director.
- The staff member's first performance report shall be performed before the end of his or her probation period and the second performance report before the end of his or her the initial employment contract. Thereafter, a performance report shall be performed on a yearly basis or at any time upon request by the Centre Director.
- The performance report shall be completed by the staff member's direct line manager, following a meeting with him/her.
- Before it is sent to the Centre Director, the performance report shall be submitted to the staff member, who shall sign it and add any observations that he or she may have. The Centre Director shall sign the final performance report, as appropriate following discussion with the staff member and his or her line manager. The staff member shall receive a copy of his or her final performance report.

### ***Training***

- Article 45. Staff members may undergo training and professional development. The implementation of such training or professional development shall depend on the signature of an agreement by the Centre Director and staff member. They shall adopt terms on a case by case basis.
- Article 46. The training sessions must be necessary to allow the staff member in question to perform his or her work at the International Centre.
- The cost thereof shall be covered financially by the International Centre and the training time shall be included in the normal working time of the staff member in question.
- Article 47. The annual training budget must be approved by the Governing Board.

## **CHAPTER VII – LEAVE AND AUTHORISED TIME OFF**

### *Annual leave*

- Article 48. Staff members of the International Centre shall be granted annual leave at the rate of three (3) working days for each month of employment at the International Centre, i.e. a total of thirty six (36) working days for a full calendar year.
- Article 49. Annual leave may be taken in units of days or half-days.  
Staff members may take leave only with the Centre Director's written agreement. With the exception of leave of one (1) week or less, requests to take leave must be submitted at least fifteen (15) days in advance. Insofar as possible, staff members shall submit their leave requests at least three months in advance for summer holidays (01 July - 31 August).  
The Centre Director may refuse to authorise leave or amend the dates of the staff member's leave if the operational needs of the International Service so require. Staff members with family shall be given priority for the dates selected for their paid leave.  
In the event of an emergency, the International Centre may communicate with staff members remotely during their annual leave. If absolutely necessary, a staff member who is on annual leave may be recalled to the International Centre at the International Centre's cost.
- Article 50. A staff member may, with the Centre Director's consent, be granted advance annual leave of up to a maximum of twelve (12) working days during the last six months of a year.
- Article 51. Leave shall be calculated on the basis of a calendar year (01 January - 31 December).  
No more than twelve (12) days' annual leave accrued during the course of a year can be carried over after 31 December.  
However, a staff member may exceptionally be authorised by the Centre Director to carry over additional leave, if he or she was unable to take his or her paid leave for reasons solely connected to the interests of the International Centre. This authorisation must be requested in writing; it shall be granted in the form of a written reasoned decision.
- Article 52. A staff member who, upon termination of his or her employment, has not used all of their annual leave entitlement, shall receive pay in lieu of his or her remaining leave, up to the equivalent of thirty-six (36) days.
- Article 53. Any exceptions to the applicable annual leave must be specifically indicated in the employment contract of the staff member in question or in a rider to it.

### *Pre-illness leave*

- Article 54. Staff members are entitled, during the course of a calendar year, to three (3) non-consecutive days' pre-illness leave with salary retention immediately prior to any sick leave certified by a doctor.  
This leave shall be treated as periods of employment and count towards the staff member's annual leave entitlement.

### *Sick leave*

- Article 55. Upon presentation of doctor's certificates, staff members shall be entitled to the following sick leave with salary retention during the course of a calendar year:
- after six (6) months' of employment, one (1) month on full pay, one (1) month on half pay;
  - after three (3) years of employment, two (2) months on full pay, two (2) months on half pay;
  - after five (5) years of employment, three (3) months on full pay, three (3) months on half pay;

- after eight (8) years of employment, five (5) months on full pay, five (5) months on half pay;
- This leave shall be treated as periods of employment and count towards the staff member's annual leave entitlement.

### ***Maternity leave***

Article 56. Staff members shall be entitled to from sixteen (16) to forty-six (46) weeks maternity leave with full pay, depending on the number of children, upon presentation of a medical certificate.

This leave shall be treated as a period of employment and count towards the staff member's annual leave entitlement.

A directive shall lay down the terms and conditions for taking maternity leave.

### ***Paternity leave***

Article 57. In the event of a birth or adoption, staff members shall be entitled to up to eleven (11) calendar days' paternity leave without pay, upon request by the staff member. The staff member must inform the Centre Director of the date on which he intends to take this leave, at least thirty (30) days in advance.

This leave shall not be treated as a period of employment.

### ***Parental leave***

Article 58. A staff member may be allowed to take parental leave without pay, at his/her request. The parental leave cannot last for more than six (6) months.

This leave shall not be treated as a period of employment.

### ***Special leave with pay***

Article 59. During the course of each calendar year, staff members shall be entitled to two (2) days' leave with salary retention, inter alia, to celebrate his/her national holiday or religious holidays, if such holidays are not included in the International Centre's non-working days. Such leave will not be deducted from the staff member's annual leave. The staff member in question must submit, for approval, a written request to take such leave to the Centre Director at least one week in advance.

### ***Special leave without pay***

Article 60. Upon request by a staff member, the Centre Director may allow him or her to take special leave without pay of up to eleven (11) months, as long as such leave does not disrupt the International Centre's activities. This special leave shall not be treated as a period of employment.

Article 61. Special leave without pay may be authorised under the following conditions:

- only employees with at least five (5) years' qualifying service may take special leave without pay, provided they have not taken this type of leave during the course of the preceding five (5) years;
- the staff member must inform the Centre Director of the date that he or she has chosen for the start of his or her leave and the proposed length of such leave, at least six (6) months in advance. The Centre Director shall have the right to postpone the date on which the staff member's leave begins within six (6) months from the date on which he or she submitted the request;

- the Centre Director shall have the right to deny such leave due to the negative effect that the staff member's absence would have on the International Centre; the Centre Director's decision must be reasoned and in writing.

Article 62. During the special leave period, the staff member's employment contract shall be suspended and the staff member in question cannot engage in any activities that could harm the International Centre's interests.

Following the special leave, the staff member shall return to his or her previous position, at the same pay scale and grade as when he or she took his or her leave.

The staff member cannot invoke any right to be re-employed before the end of the special leave, except with the Centre Director's consent.

### ***Justified leave of absence***

Article 63. During the course of each calendar year, staff members shall be entitled to four (4) days' justified absences with salary retention. These absences may be divided into eight (8) half day units.

These absences shall be authorised in the event of invitations to attend an interview, to complete administrative procedures with the public services, for medical examinations, competitive exams, unpaid interventions at courses or seminars, or to provide family support. Family support consists of taking care of a person with a disability (permanent or temporary) or particularly severe loss of autonomy, confirmed by a doctor or any other competent body. The person receiving such family support may be the staff member's spouse or co-habitee, ascendant or descendant, a child dependent on the staff member (for the purposes of family allowances) or blood relative up to the fourth degree in the collateral line (brother, sister, uncle, aunt, cousin, nephew, niece etc.) or an ascendant or descendent or blood relative (up to the fourth degree in the collateral line) of the staff member's spouse or cohabitee.

The request to take a justified leave of absence, must, in principle, be submitted to the staff member's line manager and the Centre Director, at least seven (7) days prior to the date on which he or she would like to take such leave.

### ***Exceptional leave of absence***

Article 64. The Centre Director may authorise exceptional leave of absences with salary retention subject to the following conditions:

- two (2) days may be granted for significant family events: the staff member's civil union; the birth or adoption of a child by the staff member, or the staff member's child's civil union; death of the staff member's spouse or cohabitee, direct ascendants, direct descendants, parents-in-law, or one of his/her brothers or sisters;
- two (2) days may be granted per calendar year in the event that the staff member moves house.

Article 65. During the course of a calendar year, the Centre Director may grant a total of five (5) consecutive days once in a calendar year or ten (10) part-days per calendar year, in the following circumstances:

- upon presentation of a doctors' certificate confirming that a sick child, less than twelve (12) year's old, requires the presence of the father or mother;
- upon presentation of an official statement from the school that the staff member's child, less than twelve (12) years' old, attends, certifying that due to the exceptional closure of the educational establishment, the child could not attend.

Any absences other those indicated above shall be deducted from the staff member's annual leave entitlement.

## **CHAPTER VIII – SOCIAL SECURITY COVER AND CHARGES**

Article 66. The staff member's salary and emoluments shall be subject to taxation deducted internally by the International Centre. The amount of this deduction will be the difference between the staff member's current step and the step immediately below, as shown in the grade-related table annexed to these Staff Regulations. The amount deducted from any salary and emoluments that are not shown on the grade-related table shall be five (5) percent. All such deductions shall be calculated on the basis of the staff member's gross salary and emoluments, i.e. before social security charges are deducted.  
The International Centre shall be the sole beneficiary of this internal taxation.

Article 67. Staff members shall be covered by a health insurance plan, unemployment insurance, and a pension plan.  
They shall be also covered by an insurance plan for occupational accidents and diseases.  
The organisations in charge of the plans mentioned in the preceding paragraphs shall be selected by the Centre Director, after consultation of the Consultative Group.

## **CHAPTER IX – MISSIONS**

### ***Missions***

Article 68. Mission expenses payable by the International Centre shall include:

- the cost of the ticket on the itinerary, means of transport and class authorised by the Centre Director;
- subsistence allowance calculated in accordance with the regulations that apply to the United Nations Organization at the time of the mission;
- passport and other similar fees necessitated by the mission;
- such additional expenses incurred due to the mission as may be approved by the Centre Director in advance for reimbursement.

A directive shall specify the terms and conditions for granting and calculating mission expenses.

### ***Use of a private car***

Article 69. Travel in a private car may be authorised, at the request of the staff member in question, subject to the conditions laid down by the Centre Director, and provided the staff member is covered by valid automobile insurance covering loss and damage to the car and the persons or property of third parties including passengers.  
The conditions for compensation shall be the same as those that apply at the United Nations Organization at the time that the staff member travels. Likewise, the terms and conditions for calculating travel times shall be those that apply at that Organization at the time that the staff member travels.

Article 70. Expenses in excess of the authorised expenditure, or relating to a trip or travel times for the staff member's convenience, shall be paid by the staff member.

### ***Repatriation on health grounds***

Article 71. The International Centre shall take out an insurance policy to cover the repatriation on health grounds of a staff member on a mission in the event of a serious accident or illness preventing him or her from continuing the mission.

### ***Transportation in the event of death***

Article 72. If a staff member who is travelling on mission, dies during the mission and if the insurance policy does not cover this, the International Centre shall pay the corresponding expenses for transferring the body from the place where the staff member died to his/her usual residence or any other place, provided the total cost of travel to said other place is not more expensive. The amount paid shall include, as appropriate, reasonable costs for embalming the body.

## **CHAPTER X – SEPARATION FROM SERVICE**

Article 73. Without prejudice of the possibility for a staff member to assert earlier his/her retiring pension rights, every staff member's employment shall end, at the latest, on the last day of the month on which he or she reaches the age of sixty-five (65). At the request of the staff member the Centre Director may authorize an overrun of this limit till the maximum age of sixty-seven (67).

Any staff member whose employment is terminated by virtue of this article shall be entitled to compensation of one quarter ( $\frac{1}{4}$ ) of the month of his/her final gross salary per year of employment. However, this compensation shall not be in excess of six (6) months' salary.

Article 74. Other cases of separation from service are the following ones:

- a) end of his/her employment contract;
- b) resignation;
- c) abandonment of post;
- d) termination of employment by mutual agreement;
- e) dismissal;
- f) permanent unfitness for work;
- g) summary dismissal on disciplinary grounds;
- h) death.

If the Centre Director terminates an employment contract for any of the reasons indicated at c), d), e) and f) above, he or she shall request the prior opinion of the Consultative Group.

Article 75. When a staff member's employment ends, he or she shall receive, upon request, a certificate specifying the nature of his/her duties and the length of his/her employment, Upon written request from the staff member, this certificate shall include an appraisal of his/her professional performance and conduct.

### ***End of employment***

Article 76. All employment contracts of a period of less than two (2) years shall expire on the date indicated when the contract was signed, without any prior notice, or compensation.

In the event that the contract employment is not renewed and if the staff member concerned has been employed on a continuous basis for at least two (2) years, he/she shall be entitled to severance pay equal to one half ( $\frac{1}{2}$ ) month's salary per full year of employment, however this pay cannot exceed twelve (12) month's salary. Such pay is not due when the staff member was temporarily detached and made available to the Centre, and he/she returns to his/her national public service.

### ***Resignation***

Article 77. Resignation means the termination of employment at the initiative of a staff member.

Article 78. Staff members may resign subject to giving prior notice of three (3) months for Category A employees and two (2) months for Category B employees.

The Centre Director may accept a shorter notice period. In such circumstances, the Centre Director may consent to the staff member receiving payment of his or her salary and allowances corresponding to all or part of the notice period not worked.

### ***Abandonment of post***

Article 79. Except for a duly justified and valid reason, a staff member who is absent without authorisation for more than fifteen (15) consecutive days shall be deemed to have abandoned his or her job and his or her employment by the International Centre shall be deemed to have terminated on the first day that he or she was absent.

### ***Termination of employment by mutual agreement***

Article 80. The Centre Director may terminate the employment of a staff member within the framework of his or her termination by mutual agreement if this procedure is in the International Centre's interest and desired both by the International Centre and the staff member.

Termination of employment by mutual agreement grants entitlement to severance pay. The amount thereof shall be agreed by the parties, but cannot be more than eighteen (18) months' salary.

### ***Dismissal***

Article 81. The Centre Director may make a staff member redundant due to the abolition of posts or reduction in staff within the framework of the budget approved by the Governing Board. The staff member who is made redundant in such circumstances shall be entitled to three (3) months' prior notice and an indemnity equal to one half ( $\frac{1}{2}$ ) month's salary per full year of employment, however such an indemnity cannot exceed twelve (12) month's salary.

Article 82. The terms of Article 81 above shall apply, *mutatis mutandis*, in the event of cessation of the International Centre's activities, pursuant to Article 22 of the agreement signed by the French Republic and the United Nations Educational, Scientific and Cultural Organization in Paris on 14 November 1974.

Article 83. The Centre Director may dismiss a staff member due to his/her incompetence or unsatisfactory performance during his/her employment. These factors must have been confirmed, repeatedly, during the performance appraisals referred to in Article 44 above. A staff member can be dismissed in this way only if he or she has been formally invited to remedy his or her identified shortcomings during a probation period of no less than three (3) months and no more than nine (9) months, and if such probation period did not have a positive outcome.

A staff member dismissed in this manner shall be entitled to severance pay equal to one half ( $\frac{1}{2}$ ) months' salary per full year of employment, however this pay cannot exceed twelve (12) months' salary.

### ***Permanent unfitness for work***

Article 84. The Centre Director may terminate the employment of a staff member if he or she has been duly declared permanently unfit for work on medical grounds.

If the staff member concerned has been employed on a continuous basis for at least one (1) year, he/she shall be entitled to severance pay equal to one half ( $\frac{1}{2}$ ) month's salary per full year of employment, however this pay cannot exceed twelve (12) month's salary.

Article 85. Permanent unfitness for work on medical grounds shall be confirmed by a doctor selected by the International Centre. If the staff member in question disputes the doctor's findings,



a medical appeal committee composed of three members (a doctor designated by the International Centre, a doctor designated by the staff member concerned, and a third doctor designated by the thus appointed doctors) shall be convened. The decision of the medical appeal committee shall be final.

### ***Summary dismissal on disciplinary grounds***

Article 86. By virtue of Chapter XI below, the Centre Director may dismiss a staff member on disciplinary grounds, if he or she seriously failed to fulfil his or her duties and obligations, provided he or she was duly made aware of the actions and conduct reproached to him/her and has been put in a position to respond thereto in accordance with Article 90 below.

### ***Death***

Article 87. In the event of the death of a staff member, the salary and emoluments for the entire month in which he or she died shall be paid to his or her spouse or, if he or she does not have a spouse, his or her beneficiaries.

If the staff member has been employed on a continuous basis for at least one (1) year, his or her spouse or, if he or she does not have a spouse, his or her beneficiaries shall be entitled to a payment equal to one half (½) month's salary per full year of employment; however this payment cannot exceed twelve (12) month's salary.

## **CHAPTER XI – LIABILITY AND DISCIPLINARY MEASURES**

Article 88. Any staff member, who, by malice or culpable negligence, or by failure to observe any regulation, rule or administrative procedure of the International Centre, involves the International Centre in unnecessary liability, expense or loss, shall be held responsible, and may be required to pay compensation therefor.

Article 89. The Centre Director may impose disciplinary measures on any staff member who breaches his or her duties and obligations.

The disciplinary measures that may be imposed, depending on the seriousness of the situation, are:

- a) a warning;
- b) written censure;
- c) blockage of incremental progression or promotion;
- d) suspension with or without pay;
- e) summary dismissal without prior notice, with or without indemnity.

Article 90. The disciplinary procedure shall be initiated by the Centre Director, who shall notify the staff member in writing of the grievances against him or her. Such notification must be sent to the staff member within thirty (30) days of the date on which the staff member's actions, which justify the opening of disciplinary proceedings, were discovered.

The staff member shall have a maximum of thirty (30) days in which to respond thereto in writing.

With the exception of temporary suspension measures, no disciplinary measures can be imposed unless the staff member has been given the opportunity to defend him- or herself.

Article 91. The Centre Director shall impose disciplinary action within a maximum of thirty (30) days from the end of the allotted period for the staff member's response to the accusations made against him or her in accordance with Article 90 above. Any decision relating to disciplinary action must be set out in writing and must be reasoned.

- Article 92. If the Centre Director decides to block the staff member's promotion and/or incremental progressions he or she shall specify for how long such blockage shall apply, this blockage being no longer than twelve (12) months.
- Article 93. If the Centre Director decides to suspend the staff member, he or she specify the suspension period and whether the suspension will be with or without pay.  
A staff member cannot be suspended with pay for more than six (6) months. A staff member cannot be suspended without pay for more than two (2) months.
- Article 94. Exceptionally, if the actions or conduct of which the staff member has been accused are considered to be incompatible with the continued employment of said staff member, the Centre Director may suspend him or her on a provisional basis, with or without pay, until a decision on disciplinary action has been made.  
If the disciplinary action imposed following the staff member's provisional suspension is a warning, written censure, blockage of promotion and/or incremental progression, or suspension with pay, the staff member shall be paid, *a posteriori*, for the provisional suspension period, if imposed without pay. This will also be the case, on a pro rata basis, if after provisional suspension without pay, the disciplinary suspension imposed is shorter than the provisional suspension.  
If the disciplinary action imposed following the staff member's provisional suspension is a suspension, the length of the disciplinary suspension shall be reduced by all or part of the provisional suspension period and the staff member shall be paid or not depending on whether the provisional suspension and disciplinary suspension imposed were with or without pay.  
If the disciplinary action imposed is the staff member's summary dismissal, without notice or indemnity, the staff member's employment shall be deemed to have terminated on the date that the staff member was provisionally suspended by the Centre Director.
- Article 95. All disciplinary measures may appealed by the staff member in question in the manner set out in Articles 105 to 118 below.

## **CHAPTER XII – CONSULTATIVE GROUP**

- Article 96. The Consultative Group shall have an advisory role for all issues relating to the International Centre's staff. Except for the powers expressly vested by the present Staff Regulations, it shall only address issues relating to the International Centre's staff as a whole. It shall ensure that these Staff Regulations are implemented and may, *inter alia*, suggest amendments hereto. The Centre Director shall consult the Consultative Group when drafting or amending directives.
- Article 97. The Consultative Group shall be composed of six members: three members representing the Governing Board, appointed from the members of the Board at the same time as three alternates, and three members representing the International Centre's staff, elected from the staff members of the International Centre at the same time as three alternates. An alternate shall only sit if a full member is absent or unable to attend.  
Consultative Group members shall hold office for two (2) years.
- Article 98. All Consultative Group members shall have a right to speak and vote. Consultative Group motions shall be adopted by an absolute majority of the Consultative Group members.
- Article 99. The Centre Director shall attend Consultative Group meetings in an advisory capacity, but shall not have a right to vote.

- Article 100. The Consultative Group shall be chaired by one of the representatives of the Governing Board. The role of Minutes Secretary shall be performed by one of the staff representatives.
- Article 101. The Consultative Group shall hold its meetings when the Governing Board meets, upon invitation by the Chairperson of the Consultative Group. The Chairperson of the Consultative Group may convene extraordinary meetings at any time upon request by the Centre Director or at least three members of the Consultative Group.  
Teleconferencing technology may be used for the purposes of holding meetings.  
The Centre Director shall set the agenda for Consultative Group meetings after consulting the staff representatives.  
Consultative Group meetings shall be held in camera. However, upon proposal by the staff representatives, the International Centre's staff members may put forward their opinion on any item that appears on the meeting agenda.
- Article 102. The documents submitted to the Consultative Group for review shall be sent to the Chairperson of the Committee at least three (3) weeks prior to the date of the meeting and he or she shall circulate them to all Consultative Group members at least two (2) weeks prior to the meeting.
- Article 103. The Chairperson of the Consultative Group shall declare a Committee meeting open only if at least five (5) of its members are in attendance. If this quorum is not met, the Chairperson shall set a date for another meeting.  
Once a meeting is open, the Consultative Group shall adopt its agenda by majority vote of the members that are in attendance. In the event of a tied vote, the Chairperson shall have a casting vote.  
Substantive motions shall be adopted in accordance with Article 98 above.
- Article 104. The Minutes Secretary shall prepare draft minutes for every meeting of the Consultative Group. He or she shall send a copy thereof to all members of the Committee and the Centre Director as soon as possible, at the latest four (4) weeks after the meeting. After reception of their possible remarks, the Minutes Secretary prepare the final minutes within the same delays.

### **CHAPTER XIII – APPEALS**

- Article 105. All staff members shall be entitled to dispute any disciplinary measure or administrative decision relating to him or her imposed by the Centre Director.  
Internal appeals must be submitted to the Centre Director in writing within fifteen (15) days from notification of the disciplinary measure or decision under appeal. The Centre Director shall have fifteen (15) days from receipt of appeals to inform the staff member of his or her decision in respect of the staff member's appeal.
- Article 106. If the staff member in question would like to pursue his or her appeal, he or she shall submit an appeal to the Appeal Committee in accordance with Article 110 below. At the end of these proceedings, the staff member shall be entitled, as a last resort, to appeal to the Administrative Tribunal of the International Labour Organization in accordance with Articles 116 to 118 below.
- Article 107. A staff member's exercise of his or her right of appeal shall not suspend the implementation of the disciplinary measure or enforcement of the administrative decision under appeal.

#### ***Appeal Committee***

- Article 108. The Centre Director shall maintain an Appeal Committee, with staff representation, to advise him or her on any appeal lodged by a member of staff against disciplinary action or against an administrative decision claiming that it does not comply with the terms of his or her employment contract or any relevant provision of the Staff Regulations and implementing directives.
- Article 109. The Appeal Committee shall consist of six (6) members: two (2) members appointed from the members of the Governing Board, one (1) member appointed by the Director-General of the United Nations Educational, Scientific and Cultural Organization and three (3) members appointed by ballot performed by the Centre Director from the International Centre's staff members, with the exception of the staff member that submitted the appeal. The Chairperson of the Appeal Committee shall be selected from the members appointed by the Governing Board.  
The Appeal Committee may establish its own rules of procedure
- Article 110. A staff member may submit an appeal in writing to the Appeal Committee, with copy to the Centre Director. The time-limit for the submission of an appeal, to be counted from the date of receipt of the Centre Director's decision (or, if no decision was communicated to the staff member within the time-limit under Article 105 above, from the expiry of that time-limit), shall be thirty (30) days. The appeal shall specify the date and nature of the decision or disciplinary measure against which the appeal is directed, the date of the internal appeal referred to in Article 105 above and the date of the Centre Director's decision or, as appropriate, the fact that no decision was communicated to the appellant within the appropriate time-limit. The appeal should contain a statement of facts and the arguments advanced and the conclusions sought by the appellant; it may, as appropriate, name witnesses whom the appellant wishes to call on his or her behalf.  
Unless the staff member provides evidence to the contrary, the notice of any action or decision shall be deemed to have been received on the day after the day on which it was sent.
- Article 111. The Centre Director shall have thirty (30) days from the date that the appeal was communicated to send his/her written observations in response to the Appeal Committee, with copy to the appellants, along with supporting documents, as appropriate.
- Article 112. The Appeal Committee shall meet in order to review the appeal within thirty (30) days from receiving the Centre Director's reply (or if no reply is received by the Appeal Committee within the time-limit stipulated in Article 111 above, after the expiry of such time-limit).  
The Chairperson of the Appeal Committee may declare a Board meeting open only if at least four (4) of its members are in attendance. If this quorum is not met, the Chairperson shall convene a new meeting in the four (4) following weeks.
- Article 113. The hearing shall take place in camera and the discussions shall be confidential. The hearing shall commence with a brief oral statement of the case by the appellant or his/her representative, followed by an oral reply by the Centre Director or his/her representative. If necessary, the appellant or his/her representative may comment on the oral reply by the Centre Director or his/her representative and the Centre Director or his/her representative may respond thereto. The parties may give evidence and call witnesses. The parties, and at the discretion of the Chairperson of the Appeal Committee, any member of the Board may question all those who give evidence. The parties and any member of the Board may request the production of any relevant documents.
- Article 114. Upon completion of the hearing, the Appeal Committee shall consider the case in camera. At the end of these deliberations, the Appeal Committee shall, by a majority vote, adopt a report summarising the case and advising the Centre Director on what action, if any, he or

she should take. Dissenting votes and opinions shall be stated in the report (if the dissenting members so desire). In the event of a tied vote, the Chairperson shall have a casting vote. The recommendations shall be made in light of the Staff Regulations and implementing directives.

The report shall be sent to the Centre Director as quickly as possible, with copy to the appellant.

Article 115. The Centre Director shall make a decision thereon within fifteen (15) days from the date on which the report was sent and shall notify the Chairperson of the Board and the appellant of his or her decision.

### ***ILO Administrative Tribunal***

Article 116. Staff members shall be entitled to lodge an appeal before the Administrative Tribunal of the International Labour Organization ("ILO") against the decision of the Centre Director pursuant to Article 115 above. The Administrative Tribunal of the International Labour Organization has jurisdiction vis-a-vis the International Centre pursuant to (i) resolution 25 adopted by the Governing Board of the International Centre on 27 April 1983 and (ii) the Governing Body of the International Labour Office at its 224th session in November 1983.

Article 117. Applications to the ILO Administrative Tribunal and the procedure before this Tribunal shall be governed by the Statute and Rules of the Tribunal.

Article 118. The decisions handed down by the ILO Administrative Tribunal shall be final and unappealable. They shall bind all parties.

## **CHAPTER XIV – STAFF VOICE AND REPRESENTATION**

Article 119. The staff are authorised to meet for a half day per month at the International Centre's headquarters.

Article 120. The staff shall elect, for a term of office of two (2) years, three (3) staff representatives and three (3) alternates tasked with representing them at the Consultative Group meetings referred to in Articles 96 to 104 above.

When performing their tasks as staff representatives, the staff representatives shall be deemed to be at work. The Centre Director shall be obliged to give the staff representatives the time necessary to perform their tasks. However, this shall not exceed, other than in exceptional circumstances, five (5) hours per month.

The Centre Director shall be obliged to put at the staff representatives' disposal the facilities necessary for them to carry out their duties and, in particular, so that they can meet.

Article 121. The staff's opinions on their work, activities and the general running of the International Centre shall be put forward at the Consultative Group meetings.

## **CHAPTER XV – ENTRY INTO FORCE, TRANSITIONAL PROVISIONS AND AMENDMENTS**

Article 122. These Staff Regulations and the implementing directives relating hereto shall come into force on 01 November 2016. They shall supersede the previous Staff Regulations and the former regulatory provisions.

Article 123. Notwithstanding Articles 30 and 122 above, the term of employment of the existing staff members as of the effective date hereof shall be the term indicated in their employment contracts.

Staff members being awarded a qualification grant as of the effective date hereof will continue to benefit from it.

Article 124. The terms of these Staff Regulations shall be adopted by the Governing Board, after consultation with the Consultative Group. They may be subsequently amended or supplemented in the same manner.

