

CSAIO7

CAPOI7



Conference of Staff Associations of International Organisations
Conférence des associations du personnel des organisations internationales

Presentations

Présentations

21 & 22 September/Septembre 2006

**Council of Europe
Conseil de l'Europe**

CCISUA

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Résolution de Conflits Internes



Conseil de Coordination du Personnel
Palais des Nations Genève

CCASIP

Système de justice interne de l'ONU

Contexte Général

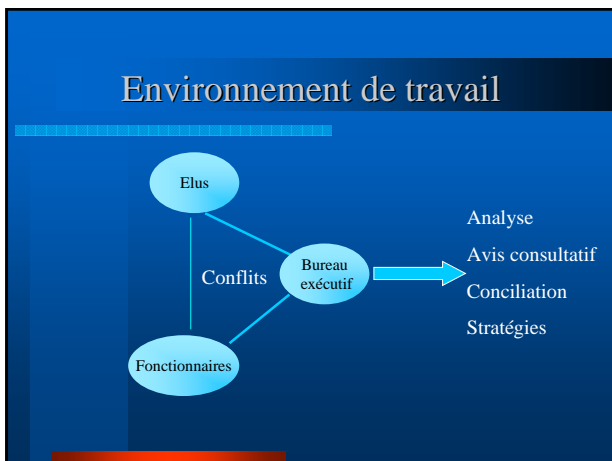
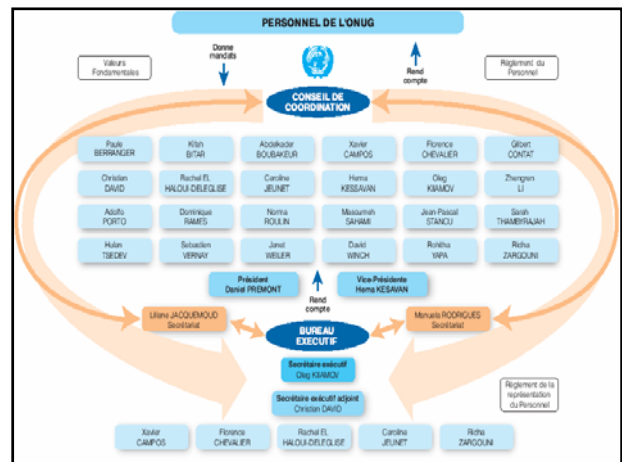
Rapport publié le 28 juillet 2006 **Recommande**

1. Décentralisation
2. Rationalisation
3. Professionnalisation

Système de justice interne


Voies non formelles

1. Supérieurs hiérarchiques
2. Conseillers du personnel
3. Organes représentatifs du personnel
4. Groupe des conseils dans son rôle consultatif précontentieux
5. Coordinateurs pour les questions relatives aux femmes
6. Jury en matière de discrimination
7. Ombudsman

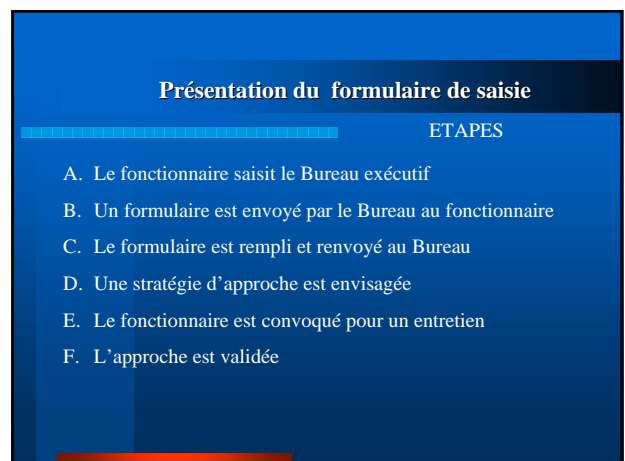
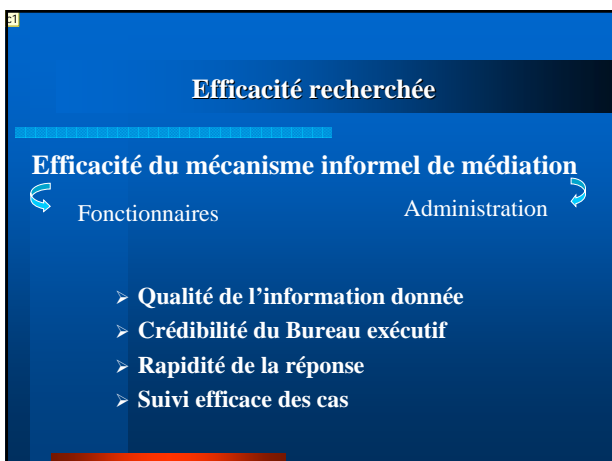
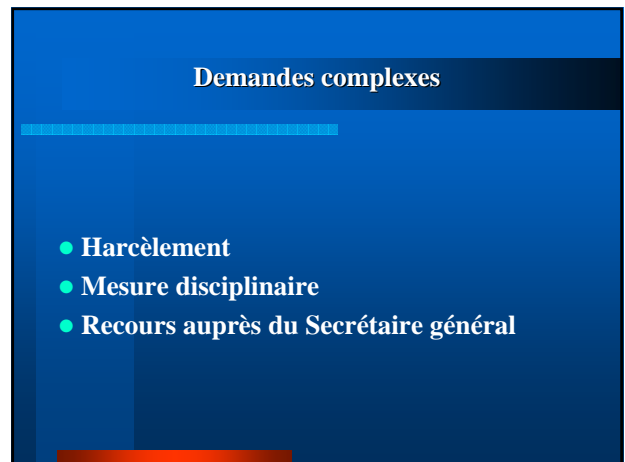
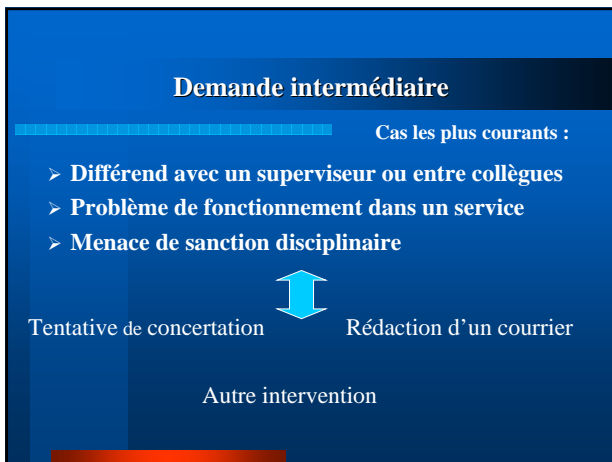
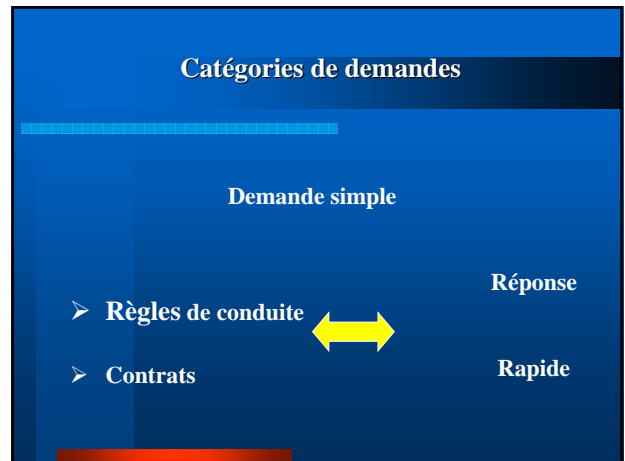
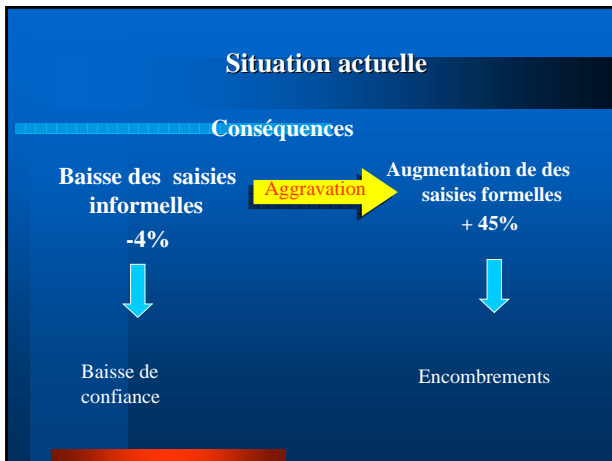


Situation actuelle

Le Fonctionnaire



1. Ne sait pas comment procéder
2. A du mal à resituer la situation dans son contexte
3. Ne dispose pas d'une méthodologie
4. A peur d'éventuelles représailles



Suite donnée à la saisie initiale

- Identification finale du problème
- Tentative de solution
- Tentative de médiation, le cas échéant
- Procédure de recours peut être initiée

Buts recherchés

- Disposer de tous les arguments pour réussir la médiation
- Eviter les recours (délais actuels)
- Initier une approche professionnelle
- Mettre en place une argumentation solide
- Assurer un suivi des cas jusqu'à leur finalisation
- Proposer un outil opérationnel permettant de passer à la phase formelle

Bordereau de saisie

confidentiel

Objet : Soumission d'un cas personnel et confidentiel au Conseil de coordination par l'intermédiaire du Bureau exécutif.

Renseignements sur la personne

Renseignements relatifs à votre différend / recours / plainte

Chronologie précise et concise des

Que est le droit contenu dans la Charte, le Statut ou le Règlement du personnel ou une autre instruction administrative, qui, selon vous n'aurait pas été respectée à votre égard

Noms de témoins éventuels :

Qu'attendez-vous du Conseil de Coordination ?
Calendrier de suivi du dossier

Date de saisie	Tentative de médiation	Contact avec la hiérarchie	Concertation au Conseil	Contact avec l'administration	Dates de contact avec le requérant	Étape du Dossier	Finalisé

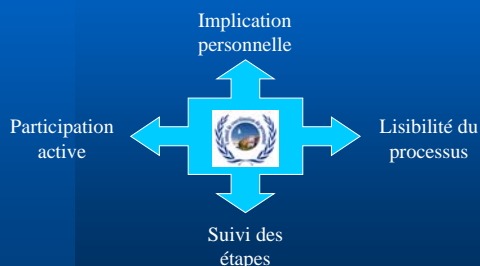
Nota 1. Les questions auxquelles vous ne pourrez pas répondre pourront être complétées au cours de l'entretien.

Nota 2. Une solution de médiation sera privilégiée afin de tenter solutionner le cas présenté. Avant de passer aux étapes suivantes, nous veillerons cependant à ce que la médiation ne rende pas votre cas forcé.

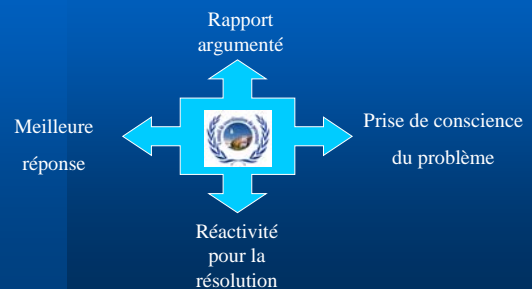
Initier et encourager les demandes

- Informer de l'existence d'un formulaire
- Faire connaître les résultats
- Faire reconnaître son utilité
- Impliquer la hiérarchie
- S'inscrire dans le processus de réforme en cours

Résultats observés chez les fonctionnaires



Réactions de la hiérarchie



CONCLUSION

- L'existence et l'utilisation rationnelle d'un document de saisie peut permettre de réduire les cas de recours.
- Il crédibilise la démarche en cas de conflit
- Le passage par l'étude du document rempli avant entretien permet une réponse plus ciblée.
- La connaissance des faits, des éléments du règlement permet d'apporter une crédibilité accrue en cas de tentative de médiation.



Conseil de coordination

Coordinating Council

Statement

confidential

Subject: Tender of a personal and confidential case to the Coordinating Council via the Executive Bureau.

Name, first name:

Address, e-mail number phone, room number:

In the United Nations from:

Title occupied station:

Type of /date contract of expiry:

Rank level:

This rank since:

If necessary, level of performance since:

On the same station since:

Object of your request:

Chronology specifies facts:

Preliminary writings relating to these facts?

Why according to you, this situation it occurred?

According to you, Was there a deliberated intention to harm to you, lack of communication, why?

Do you undergo retaliatory measures, harassing or others?

Which is the administrative decision which you dispute (date, place, fact)

Do you think there was imbalance with the payment rise from this situation? explain why

Which is the right contents in the Charter, the Statute or the Rules of the personnel or another administrative instruction, which, according to you was not respected in your connection

Names of the possible witnesses:

Annexed parts:

What do you await the Coordinating Council?

Calendar / follow-up of the file

Initial Date	Concerted action Council *	Contact with the hierarchy *	Contact with the administration *	Contacts Dates with the applicant	Etape du Dossier	Finalized	Initial Date

* : if necessary

Signature

The applicant:

Council member:

Nota 1. The questions, which you will not be able to answer, could be supplemented during maintenance.

Nota 2. A tentative of mediation will be sera privileged to find a solution for this case, before the next steps.

All the information will stay confidential.



Conseil de coordination

Coordinating Council
Bordereau de saisie

confidentiel

Objet : Soumission d'un cas personnel et confidentiel au Conseil de coordination par l'intermédiaire du Bureau exécutif.

Nom, prénom(s) :

Cordonnées (téléphone, adresse e-mail, numéro de bureau) :

Date d'entrée à l'Organisation des Nations Unies :

Nom du superviseur

Titre du poste occupé :

Type de contrat /date d'expiration :

Grade/ échelon :

Ancienneté à ce grade :

Le cas échéant, échelon de performance depuis le :

Sur le même poste depuis :

Renseignements relatifs à votre différend / recours / plainte

Objet de votre demande / décision que vous contestez :

Avez-vous demandé un ré examen d'une décision administrative / avez-vous écrit au Secrétaire général ?

Chronologie précise et concise des faits

Ecrits préalables relatifs à ces faits ?

Pourquoi selon vous, cette situation est-elle survenue ?

Subissez-vous des mesures que vous pouvez qualifier ?

Quelle est la décision administrative que vous contestez (date, lieu, fait)

Pensez-vous que cette situation entraîne des entorses au règlement ? Pourquoi

Quel est le droit contenu dans la Charte, le Statut ou le Règlement du personnel ou une autre instruction administrative, qui, selon vous n'aurait pas été respectée à votre égard

Noms de témoins éventuels :

Pièces annexées :

Qu'attendez-vous du Conseil de Coordination ?

Calendrier de suivi du dossier

Date de saisie	Tentative de médiation	Contact avec la hiérarchie*	Concertation au Conseil *	Contact avec l'administration *	Dates de contact avec le requérant	Etape du Dossier	Finalisé le

* : le cas échéant

Signatures

Le requérant :

Le membre du Conseil :

Nota 1. Les questions auxquelles vous ne pourrez pas répondre pourront être complétées au cours de l'entretien.

Nota 2. Une solution de médiation sera privilégiée afin de tenter solutionner le cas présenté. Avant de passer aux étapes suivantes, nous veillerons cependant à ce que la médiation ne rende pas votre cas forclos.

Toutes les informations contenues dans ce bordereau seront traitées de manière strictement confidentielle.



WHO and Informal conflict resolution procedures

The Seventh Conference of Staff Associations of International Organisations (CSAIO7)
 Council of Europe, Strasbourg
 21–22 September 2006
 David Rivett
 WHO/EURO
 Staff Association



WHO and Informal conflict resolution procedures

- Global Structure of WHO**
- 6 Regional Offices (RO) HQ and IARC
 - There is no consistency in informal conflict resolution procedures
 - Each RO has a Staff Association
 - Statutory responsibility for each RO to appoint a Board of Appeal
 - There is provision for each RO to appoint an Ombudsperson
 - Some ROs have set up Harassment/Grievance panels.



WHO and Informal conflict resolution procedures

Structures in place in the WHO European Regional Office

Staff Association
 Ombudsperson
 Harassment Grievance Panel
 Board of Appeal



WHO and Informal conflict resolution procedures

Structures in place in the WHO European Regional Office Staff Association

- Key arrangements and consultative procedures
- All staff eligible to be members through subscription
 - Staff Association Committee elected by membership for 2-year terms. Experience handed on from one committee to another.
 - Staff represented on all major committees, all staff selections, and ad hoc task groups
 - Regular monthly meetings with administration
 - Bi-monthly meetings with Regional Director
 - The programme of the SA President is given 25% reimbursement
 - Work to represent all staff in aspects of staff terms and conditions of service through a consultative process, reflecting the views of staff to the administration
 - When necessary, will provide support in individual cases.



WHO and Informal conflict resolution procedures

Structures in place in the WHO European Regional Office Ombudsperson

- Elected position and may be held by a serving staff member, local former staff member, or locally qualified independent person. 2-year appointment with possibility of 1-year extension
- All staff employed on staff contracts of five months or more are eligible to vote.
- Voluntary role, and if a serving staff member, provided with up to 50% release from their contractual obligations. No reimbursement. Mediation and conflict prevention role.
- Consulting the Ombudsperson does not prejudice further appeals available to staff in the UN system
- Ombudsperson is linked to the UN Ombudsperson network for training and support



WHO and Informal conflict resolution procedures

Structures in place in the WHO European Regional Office Harassment Grievance Panel

- 3 member panel. Two (including Chair) appointed by the RD one by the SA. Each member has 2 alternates in order to avoid conflict of interest situations
- Set procedure for filing grievances agreed through staff/management consultation
- Works in line with the WHO global policy on harassment
- It is hoped that invoking the Panel occurs when all other avenues have been exhausted
- No training is provided for the Panel members



WHO and Informal conflict resolution procedures

Structures in place in the WHO European Regional Office

Regional Board of Appeal

- Made up of three staff members and alternates. One designated by the RD, one elected by staff and one designated by the RD as Chair in consultation with the SA
- Rules of procedure set out at global level and should be consistent throughout the Organization.
- Regional staff may put cases to HQ Board of Appeal
- 60 day rule applies for cases to be presented following disputed administrative procedure or other reason as set out in staff rules.
- As pointed out in the recent review of UN appeals procedures, the system lacks transparency and appears biased against the appellant.



The WHO informal conflict resolution procedures

- The internal justice system does not inspire confidence in staff. Administered by non specialists without specialist training
- The uncertain staff contractual situation is often given as a reason for staff not filing grievances
- Lack of management skills and experience often exacerbate conflict situations
- Cultural differences and differences in management styles also play a part in conflict



The WHO informal conflict resolution procedures

Working in partnership

- Seems to be a commitment in the WHO/EURO office to working with staff
- BUT, taken many years and much effort to achieve what is taken for granted outside the UN system
- Still many problems to solve, such as
 - contractual conditions
 - inconsistent management styles
 - performance management
 - HR planning
- All of which are potential sources of conflict



The WHO informal conflict resolution procedures

Looking to the future and improvements to the system

- A reform of the internal justice system which excludes conflicts of interests and ensuring it being independent and professional
- Full time funded Ombudspersons post
- Education and training on conflict resolution
- Management training
- Fully implemented performance management process

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Résolution des conflits à l'Office Européen des Brevets

Philippe Le Guay

CSAIO7 21.09.2006
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Résolution des conflits à l'OEB

- Le statut prévoit que tout fonctionnaire faisant l'objet:
 - d'une décision
 - d'une décision implicite
 - d'un acte lui faisant grief
 peut introduire un recours interne devant la commission du même nom
- Le recours doit être introduit dans un délai de trois mois
- Il n'a pas d'effet suspensif
- Cas particuliers :
 - les conflits liés à la notation
 - les conflits liés au harcèlement

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Vue d'ensemble (1)

	Harcèlement	Notation	Autres
Phase préventive	Favoriser un climat décourageant le harcèlement	Brochure sur l'exercice de notation	
Phase préliminaire	Assistance d'un Conseiller - confident	Assistance d'un représentant du personnel spécialisé	Eventuelle assistance d'un représentant du personnel
Phase formelle	Nomination d'un médiateur Rapport - Décision	Nomination d'un conciliateur Rapport - Décision	

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Vue d'ensemble (2)

	Harcèlement	Notation	Autres
	Recours interne	Recours interne	Recours interne
	Recours devant le TAOIT	Recours devant le TAOIT	Recours devant le TAOIT

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Procédure de règlement des griefs de harcèlement

Nomination d'un conseiller-confident

Procédure informelle

Rôle: - conseille et soutient
- s'efforce de dissiper un éventuel malentendu

- nommés conjointement par le Président et le C du P
- astreints à la confidentialité
- reçoivent une formation spécifique
- leurs noms sont publiés

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Procédure de règlement des griefs de harcèlement

Grief

Procédure formelle (1)

↓ 6 mois

Plainte écrite envoyée au Président

↓ sans délai

Nomination d'un médiateur

Les médiateurs sont autonomes, indépendants et impartiaux

↓ 2 semaines

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Procédure de règlement des griefs de harcèlement

Le médiateur instruit l'affaire

Procédure formelle (2)

- Il a accès aux agents et aux documents
- Il tente de résoudre le conflit à l'amiable

Le médiateur soumet des recommandations au Président (incluant d'éventuelles sanctions) sous la forme d'un rapport

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Procédure de règlement des griefs de harcèlement

Procédure formelle (3)

Décision du Président:

- Résolution à l'amiable
- Introduction d'une procédure disciplinaire à l'encontre de la partie mise en cause
- Rejet de la plainte et éventuelles sanctions contre le plaignant

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Conflit concernant la notation (1)

- Remise du rapport de notation signé et contresigné
1 mois
- Le fonctionnaire noté formule des observations
1 mois
- Réponse du notateur et du supérieur habilité à contresigner
1 mois
- Introduction d'une réclamation par le fonctionnaire noté

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Conflit concernant la notation (2)

Procédure de conciliation

- Nomination d'un médiateur par le Président
- Le médiateur instruit le cas et tâche de trouver un compromis
- Réunion de conciliation
- À l'issue de la réunion:
 - rapport de notation modifié ou
 - le médiateur fait un rapport au VP
 - le VP prend une décision finale

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La procédure de recours interne

- Le recours doit être déposé dans les trois mois
- Le Président peut faire droit au recours
- Dans le cas contraire, il saisit la commission de recours interne
- La commission de recours interne instruit le cas et convoque une procédure orale si nécessaire
- La commission de recours interne émet un avis motivé
- Le Président prend la décision finale au vu de cet avis

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Questions ?

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Different professional short term contracts at the Food and Agriculture Organization

Short Term Personnel, Consultants, PSA Subscribers

A. SHORT TERM PERSONNEL (Manual Section 316 refers)

- Considered essentially the same as regular staff members
- Any period of less than 12 months renewable by mutual agreement
- If total period become more that 12 months then contract is converted to a fixed term contract
- Can be approved at Departmental level i.e. no need to go through PSSC – simple procedure
- Grades and Salary Scales (from P1 to D1) equivalent to Professional Staff – defined in MS 316 App. A
- For contracts over 6 months staff member may join pension scheme
- Entitled to Van Breda coverage and compensation for Death, Disability
- Entitled to Annual Leave and Sick Leave and to termination indemnity
- Same travel entitlements as staff

B. CONSULTANTS (Manual Section 317 refers)

- Persons who are recognized authorities or specialists in a specific field and whose services are utilized in an advisory, consultative, or demonstrative capacity
- May be employed for any period up to six months in any 12 month period
- May be employed on a WAE¹ and WOC² basis
- Considered as staff members with regard to treatment for tax purposes
- Entitled to medical insurance and compensation for illness injury and death under MCS
- No entitlement to participate in the pension scheme, no entitlement to leave, no termination indemnity
- Same travel entitlements as staff

C. PERSONAL SERVICES AGREEMENT (PSA) (manual Section 319 refers)

- The “PSA is used where an individual is required to perform, without direct supervision, specific tasks or services of an intermittent or discontinuous nature and limited duration, different from those performed by staff members on a continuing, basis, which do not require him/her to travel regularly on behalf of FAO, to work regularly on FAO premises, or to represent the Organization.”
- PSA subscribers are not considered in any respect as being a staff member of the Organization.
- The task or services to be performed or provided by the subscriber are defined in the Agreement, including deadlines for delivery of specific outputs (e.g. production of a technical report, a translation, graphics, media material, delivery of a lecture, etc.).
- Payment is made normally in the form of an all-inclusive lump sum.
- Subscribers do not normally work on FAO premises, however, they may be required to occasionally travel or to visit FAO Headquarters or other established offices to collect information, consult FAO staff members, present findings, attend meetings, etc.
- Supervision of the subscriber is not needed, however, occasional review or control of the work while in progress may be required, especially upon completion of phases or of the entire assignment.
- PSAs should not be concluded for short-term work, which would typically be carried out on a staff basis, i.e. work requiring direct supervision by an FAO staff member and continuous presence on FAO premises during normal working hours
- The PSA is normally for a fixed period of time not to exceed 11 months of service in any 12-month period. The agreement may be extended or renewed if the subscriber has not exceeded the limitation of a maximum of 11 months of service in a 12-month period. A subscriber who has completed 11 months may be reemployed only after a minimum one-month break in service.

¹ When actually employed

² Without Cost

Subsequent contracts for this subscriber are limited to six months in any subsequent 12-month period, however, PSAs of longer duration may be concluded on an exceptional basis.

- Staff Regulations and Staff Rules do not apply to subscribers
- No tax exemption
- Very general guidelines on remuneration — basically the subscriber may be offered any remuneration that the Organization thinks it can get away with
- To the extent possible subscribers will normally be recruited in or reasonably near the area where the assignment is to be carried out. This will eliminate or limit travel and subsistence costs. Employing units are however expected to consider a number of candidates, and to bear in mind the desirability of drawing on expertise from a range of Member Nations,
- Retirees (from UN) may not be employed under a PSA for more than 6 months in any period of 12 months
- Payment on lump sum basis to include honorarium, travel (80% of economy ticket), “an element for DSA”, miscellaneous other costs
- No right to Laissez-passer, must obtain their own visas, “may obtain from the FAO a document certifying that they are an “expert on mission”.
- Individual subscribers are covered by the Medical Insurance/Compensation Plan for Supernumeraries (MCS)
- No entitlement to participate in the pension scheme, no accrual of leave, no termination indemnity
- The Personal Services Agreement and any dispute arising there from shall be governed by general principles of law, to the exclusion of any single national system of law. Any dispute arising out of the interpretation or execution of a Personal Services Agreement shall be settled by mutual agreement between the parties. If the parties are unable to reach agreement on any question in dispute or on a mode of settlement other than arbitration, either party shall have the right to request arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. The parties agree to be bound by any arbitration award rendered in accordance with this provision as the final adjudication of any such dispute. Any request for arbitration must be lodged within 90 days from the date of expiration or termination of the Agreement.

Short-term employment contracts at FAO



Association of Professional Staff (FAO-HQ)

Outline

- Different contracts
- Practice against theory
- Issues



Types of short term contracts

- Short term personnel (MS 316)
- Consultants (MS 317)
- Personal Service Agreement (MS 319)



'Normal' (non short term) personnel

- Fixed term
- Continuing



Short term personnel

- Equally regular staff members
- Less than 12 months
- Recruitment procedure
- Optional joining pension scheme
- Same medical coverage
- Annual and Sick leave

Consultants

- Specialists/Authorities
- Advisory, Consultative, or Demonstrative capacity
- Max 6 months per 12 months
- Taxation same as staff
- Different medical insurance
- No participation pension scheme
- No annual leave, no termination indemnity

Personal Service Agreement

- Specific task
- Not staff member
- Task defined
- Not working on FAO premises
- No supervision
- Maximum 11 months per 12 months (max 4 years)

Personal Service Agreement continued

- No tax exemption
- No regulation on remuneration
- Lump sum payment (including travel [80% economy fare], element for DSA)
- Medical coverage as consultants
- No pension scheme
- Conflict arbitration by UNCITRAL

Practice against theory

- Most short-term personnel is hired under PSA
- Cheap
- No recruitment procedure
- Not accounted under staff costs

Issues identified by APS on PSA

- Different remuneration amongst colleagues, PSA rates are low
- No representation PSA subscribers
- No participation pension scheme
- No participation medical scheme
- Loss of institutional memory

European Southern Observatory

Type of contracts and careers at the European Southern Observatory

Enrico Fedrigo
Florence Puech

Strasbourg, 21st-22nd September 2008, CSA107 © ESO 2008 Fedrigo/Puech

European Southern Observatory

Categories of Personnel

- Staff Members**
 - Established members of the personnel
 - Number of SM authorized by Council
 - Can be permanent (indefinite term contract)
- Fellows**
 - Young post-graduates in Astronomy
 - 1+2 years (Garching) or 1+3 years (Chile)
- Associates**
 - Unpaid Associates: supported by their institution
 - Paid Associates: supported by ESO
 - Normal duration: 1 year, renewable
- Students**
 - Less than 4 months (ungraduated)
 - 4 to 12 months: ungraduated or graduated working on a research project
 - 1 to 2 years: Ph.D students in astronomy (ESO studentship programme)
- Guest Professors**
 - Eminent scientists guests at ESO for 1 year

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Categories of Personnel

Staff Members	161 Fixed term 185 Indefinite contract
Fellows	36
Associates	45 PA 24 UPa
Students	37
Guest Professors	

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General

	ISM Fixed Term	ISM Indefinite	Fellows	Paid Associates	Un-Paid Associates	Students
Contract Duration	3Y	Indef	1Y	1M – 1Y		Max 1Y
Max duration	12Y	Indef	4Y	Unlimited		Max 2Y
Probation	6M	N/A				
Notice	3M	6M+1/MY	2M	2M		1wG 1MCh
Training	✓	✓	(✓)	(✓)		

After 6 years ISM can be considered for indefinite appointment by IAAB

Medical Examination:
 + Pre-employment medical examination
 + Additional compulsory medical examination every 3 years (1 for Chile)
 + ESO Personnel Department receives "Fit/Unfit" mark

Can be doubled
 Indef: 1M/Y after 7th year of service
 N/A for students not in ESO studentship programme

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Leave

	ISM Fixed Term	ISM Indefinite	Fellows	Paid Associates	Un-Paid Associates	Students
Leave	2.5d/M					Idem
Carry over	30d					Idem
Home leave	Once every 2 years					Institution leave
Maternity leave	6w before birth, not less 16w total, not less 10w after					Idem
Sick leave	3d (total 7d/year)					Idem
	12M full paid + 18M 2/3 pay each 36M					Idem
	if 24M sick in 36M contract can be terminated					N/A

No leave for students not in ESO studentship programme

2d max for travel, no indemnity

Pregnancy must be notified to the organisation as soon as it is known

W/o medical certificate

Full remuneration if sick contracted in the course of duty

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Salary-related

	ISM Fixed Term	ISM Indefinite	Fellows	Paid Associates	Un-Paid Associates	Students
Salary paid	✓	✓	✓	✓		Stipends
Overtime	✓	✓		✓		N/A for students not in ESO studentship programme
Sunday work	✓	✓		✓		ISM: up to grade 9
Travel reimbursements	✓	✓	✓	✓	✓	ISM: up to grade 9
Take-on duty travel	✓	✓	✓	✓	✓	N/A for students not in ESO studentship programme
Advancement	✓	✓	✓			Automatic
Salary Indexation	✓	✓	✓	✓	✓	Yearly: 0/0.5/1/2 step increase N/A for students not in ESO studentship programme Defined formula

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Allowances



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	ISM Fixed Term	ISM Indefinite	Fellows	Paid Associates	Un-Paid Associates	Students
Household	✓	✓	✓	✓		✓
Children	✓	✓	✓	✓		✓
Rent	✓	✓	✓	✓		
Expatriation	✓	✓	✓	✓		
Education Grant	✓	✓	✓	✓		
Installation Grant	✓	✓	✓	✓		
Removal	✓	✓	✓	✓		✓

Students staying more than 4M in a subject related to ESO business
 With Indefinite Contract:
 + Expatriation allowance reduces from 12% or 9% down to 6% or 4.5%
 Education grant: support for 75% of school fees

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Social Security


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	ISM Fixed Term	ISM Indefinite	Fellows	Paid Associates	Un-Paid Associates	Students
Pension	✓	✓	✓ # CERN			
Health Insurance	✓	✓	✓	✓		✓
Long-Term Care	✓	✓				
Unemployment	✓	✓				
Indemnity	✓	✓				
Death	✓	✓	✓	✓		

Indemnity with Fixed-Term Contract
 + Only from 2nd contract, max 5 months
 + Dismissal for disability, only if disability occurs in the course of duty
 + Suppression of post: min 1 month, max 8 months
 + Dismissal for other reasons related to the exercise of functions: nothing
Indemnity with Indefinite Contract
 + Suppression of post: age < 34 → max 5 months, otherwise table (age, service), max 2 years salary at 55 years age

Includes spouse + orphan pension for children
 Includes spouse and children
 Except for age or disability
 Need to qualify in home country
 + Max 50w
 70% or 80% last salary
 Upon contract termination: severance
 Up to 5 months to beneficiaries

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All Personnel



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Termination (among other reasons)

- ⊕ Age (65 years)
- ⊕ Refusal to be transferred to another duty station
- ⊕ Suppression on post / reduction of the complement
 - Only if no other post available within Organisation
- ⊕ Reasons related to the exercise of function
 - Does not apply after 15 years of service or 55 years of age

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Movements of Personnel



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Fixed-term ISM contract can be made indefinite. Conditions:

- ⊕ Minimum 6 years of service or 3 if age > 30 and special conditions
- ⊕ Defined process:
 - ⊕ Candidates selected by administration based on years of service
 - ⊕ Review and recommendation by Head of Division (defined criteria)
 - ⊕ Indefinite Appointment Advisory Board issues final recommendation
 - First session with Staff Association representative
 - Closed-door session with final ranking
 - ⊕ IAAB recommendation input to the Director General decision

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Improvements


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- ⊕ Maternity leave: before 10M of service required, no more since 2004
- ⊕ EC fellows were hired as UPa → no protection; now compare to ESO fellows
- ⊕ Last year 10 PA converted to ISM
- ⊕ Equal opportunity policy
- ⊕ Long Term Care (before 2005 no coverage was given)
- ⊕ Clearly defined salary indexation

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Problems


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- ⊕ Fixed-term contracts can be used as a tool for “pressure”
- ⊕ IAAB process still not fully transparent
- ⊕ Lack of transparency in promotions
- ⊕ Compensation for duty travels more strict → could lead to loss of leave days
- ⊕ General tendency to reduce benefits

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CERN Employment Contract policy

Conference of the Staff Associations
of International Organizations
21-22 September 2006

CSAIO7 / 09 - 2006

1

CERN Staff Association

Contents

- CERN Staff Categories, Regulation & Contract Types
 - Staff member categories
 - Staff medium-term plan & statistics
 - Staff policy and succession plan
- CERN Staff Employment practice before 2006
 - History of staff contract types (1959 – 1995)
 - Contract policy and re-hiring since 1996
 - CERN-wide mobility
- CERN Staff Employment current practice
 - Staff contract types
 - New contract policy (principles)
 - Mobility within the Department and CERN-wide
- Conclusions

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CERN Staff Association

CERN Staff Categories, regulation & contract types (1)

- Staff Member categories (3 categories)
 - Staff members holding an employment contract with the Organization
 - Staff members
 - International staff member
 - Local staff member
 - Fellows
 - Associated members holding a contact of association with the Organization
 - Associates
 - Paid associates
 - Unpaid associates
 - Project Associates
 - Students
 - Users
 - Apprentices holding an apprenticeship contract with the Organization

LD, (FT), ID

Contract of 1 year with 1 year of possible prolongation

Contract of 1 month to 1 year with maximum 1 year of possible prolongation

contract of 1 month to 1 year with possible prolongation every year

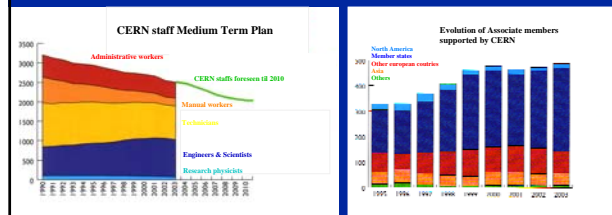
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CERN Staff Association

CERN Staff Categories, regulation & contract types (2)

- Staff medium-term plan & statistics



Statistics 2005

Staff	Fellows	Paid associates	Users & unpaid associates	Students & PHD	Apprentices	Total
2521	223	332	6045	164	33	9318

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CERN Staff Association

CERN Staff Categories, regulation & contract types (3)

- Staff medium-term plan & statistics (2)

Year	LD	FT	IC	Total
1993	132	213	2660	3005
1994	184	194	2598	2976
1995	211	210	2517	2938
1996	276	179	2420	2875
1997	307	146	2366	2819
1998	444	93	2217	2754
1999	511	75	2149	2735
2000	550	87	2065	2702
2001	606	97	1960	2663
2002	614	102	1834	2550
2003	635	141	1731	2507

LD increase & IC decrease

Staff
Members
Replaced
By
associated
Members

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CERN Staff Categories, Status & Contract Types (4)

- Staff policy & succession plan
 - Saved leave scheme (SLS) ☺
 - Pre-retirement program ☺
- BUT WITH
- Increase in LD contracts compared to ID contracts
- AND
- No real succession plan



Loss of competences

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CERN Staff Employment practice before 2006 (1)

History of staff contract types

- 1959 : after 6 years of service with an FT contract the DG has the power to award an indefinite contract to keep the stability and continuity of the activities of the Organization whilst maintaining an optimum balance of FT and ID contracts.
- 1962 : Introduction of **supernumerary staff** for a period not more than six years
- 1968 : Contract for 3 years often renewed for a **maximum period of 6 years** for staff members in grades 1 to 6 and **12 years** for grades 7 to 14. ID contract may be awarded after 1 year for grades 1 to 6 and after 3 years for grade 7 to 14. **6 & 12 Years to IC** → **Unacceptable**

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CERN Staff Employment practice before 2006 (2)

Background of staff contract types

- 1973 : FT contract of not more than 3 years with possible renewal to cover a maximum period of 9 years. An ID contract may be awarded after 6 years or 3 years if the staff member is over 30 years of age
- 1980 : new term contract of up to 3 years for limited duration posts (LD contract). Possible renewal for a maximum period of 9 years. FT contract not exceeding 3 years for posts of unlimited duration.

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CERN Staff Employment practice before 2006 (3)

Background of staff contract types

- 1989 : Implement a "rejuvenation policy" combining an early departure scheme for older personnel and a scheme to hire young talent. Encourage external mobility. Improve the FT/ID contract ratio to guarantee the presence of experienced, specialized staff.
LD contract of 3 years + 3 years with re-hiring selection board. Selection board to obtain an FT contract with possible ID contract during this 3 year period. **9 Years to IC + 3 selection Boards** → **Unacceptable**

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CERN Staff Employment practice before 2006 (4)

Background of staff contract types

- 1994 : New approach for staff contract policy, 2 types of contract covering all professional categories.
 - LD contracts for a maximum of six years not convertible into ID contracts (with "first employment contract" for young people)
 - FT contracts for long-term staff having typically 5 to 10 years relevant experience, convertible into an ID contracts and will go to a selection board.
- Contract policy and re-hiring since 1996
 - 1996:
 - LD contract not exceeding 3 years with possible prolongation to a maximum of 6 years. **No selection board when prolongation for 6 years of the LD contract**
 - FT contract not exceeding 3 years which may lead to the award of an indefinite contract. LD to FT via a vacancy notice & selection board

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CERN Staff Employment practice before 2006 (5)

Contract policy and re-hiring since 1996

- 1997 : Indefinite Contract Review Board was created. Each division proposal for the award of an ID contract shall be sent with relevant documentation to the ICRB. ICRB has to decide to award, postpone or reject. DG takes the final decision.
- 1999 : New board (**LTCB**) replaces the **ICRB**. From LD to FT and FT to IC each candidate has to be viewed by the LTCB

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CERN Staff Employment practice before 2006 (6)

Contract policy and re-hiring since 1996

- 2002 : Task Force on personnel issues, study resource optimization in the use of personnel, covering contract policy, mobility, insourcing / outsourcing
 - A new "local staff" category needs to be created for career path A & B to solve the missing manpower problem whilst achieving cost savings. TF points out a need to simplify both procedures for accessing long-term employment on LD contracts (no need for selection board from LD to FT). Great care should be taken at sectorial level in the conversion of LD to FT/ID contracts

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CERN Staff Employment practice before 2006 (7)

- **Contract policy and re-hiring since 1996**
 - 2003 : Modification to contract policy for staff members
 - ◆ Introduction of the possibility to extend LD contracts to a maximum total period of 9 years within the framework of the completion of the LHC, if not awarded for an ID contract.
 - ◆ For LD contract no longer limit the requirement of having less than 5 years relevant experience. More experienced candidates may be recruited (need to be applied to Local Staff) → **Insourcing : 250 new Local Staff recruited**
 - 2006 : New contract policy

CERN Staff Employment practice before 2006 (8)

- **CERN-wide mobility**
 - Internal mobility policy ineffective
 - More LD contract staff members than FT contract vacancy posts. Each group with FT vacancy post already has LD contract candidates inside the group.
 - Mobility is, in general, only possible with the agreement of group leader.

CERN Staff Employment current practice

- **Staff contract types**
 - Limited Duration contracts (LD)
 - Indefinite contracts (IC)
- **New contract policy (principles)**

Initial staff employment takes place normally under LD contracts of 4 years' duration.

 - The first 12 months serve as probation period
 - Extensions beyond 4 years by up to 2 further years may be granted to finish specific assignments.
 - Initial staff employment of less than 4 years is offered in case of time-limited assignments

CERN Staff Employment current practice (2)

- **New contract policy (principles)**
 - Staff on LD contracts are considered for the award of an indefinite contract towards the end of the third year. A reply is given 6 months prior to the end of their four-year contract
 - ◆ Periodic contract reviews are carried out by the departments with the participation of HR department. Professional experts from other departments act as advisers. → **DG Decision**

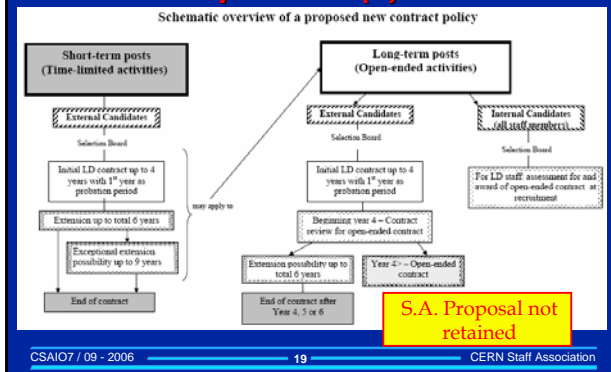
CERN Staff Employment current practice (3)

- **New contract policy (principles)**
 - Two types of criteria governing consideration for an IC
 - ◆ Quantitative and qualitative guidelines concerning the skills requirements of the Organization as indicated in the human resources plan (part of the medium-term plan which will be further defined beyond 2010 in the Manpower plan)
 - ◆ Established assessment criteria applied in a competitive process taking into consideration not only the work results and performance but also an evaluation as to their suitability in the long term.
 - DG has the possibility to award an IC at initial appointment or before the fourth year of LD contract. He may also grant extensions beyond six years if so required by exceptional circumstances.

CERN Staff Employment current practice (4)



CERN Staff Employment current practice (5)



CERN Staff Employment current practice (4)

- **Mobility within Department and CERN-wide**
 - No internal mobility policy for staff with ID contract
 - No internal list with vacancy posts
 - Mobility is submitted to group leader for decision
- **More and more LD contracts for 4 or 6 years maximum**
 - No time to change
- **Possibility to move inside CERN during the procedure of awarding an indefinite contract**
 - If the candidate is considered as excellent
 - No long-term employment foreseen in departmental manpower planning

Internal mobility ineffective → Could do better

Conclusions

- No real long-term manpower policy
- Many orientation changes during the last ten years
- No effective internal mobility policy
- From 2006 new contract policy but no identification of the nature of the post at the beginning
- More and more LD contracts regarding IC
- Unpaid associates with CERN subsistence replacing staff members

Final conclusion

CERN management
could
do better

END

I am at your disposal for any questions or further information

Joel LAHAYE
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Paper on the evolution of short-term contracts in ITU

by ITU Staff Union

CSAIO7, Strasbourg, 21-22 September 2006

Despite the definition of a short-term contract in the Staff Rules governing short-term appointment ... *short-term appointment for conference and other short-term service by the International Telecommunication Union, for a period not exceeding twelve months.*,

ITU has, over the years, abused the existence of this category of staff, renewing contracts over and over again. It should be pointed out that in ITU, short-term staff are not entitled to any kind of dependant or child allowance, nor to steps.

Around 1998, a Resolution was passed by the Plenipotentiary Conference (highest decision-making body in ITU) in the sense that, when a staff member on short-term contracts had been performing the same tasks in the same unit for five years, ITU should issue a job-vacancy notice with the aim of regularizing this staff member. Of course, there was never a guarantee that this person would get the post...

The major problem with this setup was that, by definition, a short-term staff member has very little or no say on how long he/she is to stay in a particular unit, which often removed any chance that might exist of having a post published. Staff members on short-term contracts for eight or ten years were not an uncommon occurrence.

In 2002, the ITU Council (governing body meeting yearly), approved Resolution 1195, including, in particular:

- *not linking staff contracts with posts;*
- *the conversion of a fixed-term appointment into a permanent one after four years of service, which is subject to satisfactory service of the staff member concerned, continuing work and funding;*
- *the abolishment of managed renewable term (MRT) appointments; and*
- *the conversion of existing MRT appointments into permanent ones, subject to the criteria in para ...*

The negotiations that followed this Resolution were long and hard, but a good policy came out, to the satisfaction of all: staff would be more mobile, thus making the management of the Union more flexible, while providing staff with increased job security. This policy, called the **New contracts policy** was put into practice in September 2002 as Service Order No. 02/08.

As well as taking into account fixed-term contracts, this service order included a provision for staff on short-term contracts:

2.2 **Short-term contracts**

2.2.1 *Short-term contracts shall be used for work of a temporary nature and limited to eleven months. The main objective is to ensure that short-term contracts are not used for regular and continuously ongoing work. They shall be used for hiring supernumerary staff such as:*

- *staff engaged for conferences, assemblies and meetings for short periods of time;*
- *free-lance translators, interpreters and précis-writers engaged for conferences, assemblies and meetings; and*

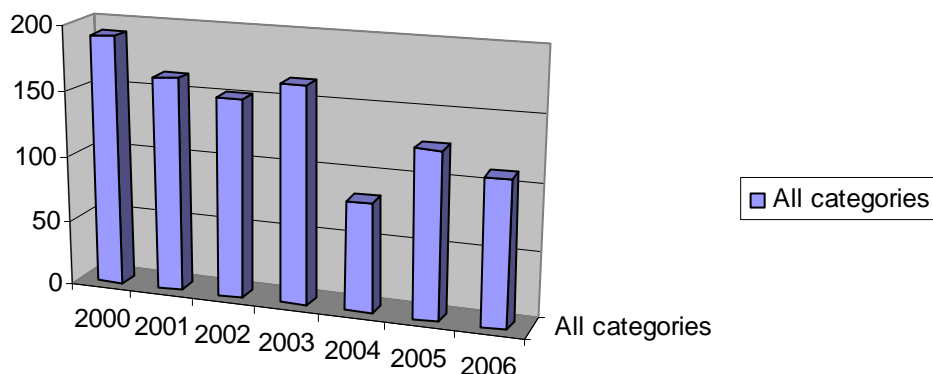
- *staff engaged to absorb work of a temporary nature or unforeseen extra workload.*
- 2.2.2 *If an initial short-term contract is to be extended beyond six months, the Personnel Department must be informed, by the Director as regards the staff of each Bureau, of whether the engagement is temporary in nature or represents a long-term requirement (in such a case, a temporary vacancy notice shall be published).*
- 2.2.3 *In all cases short-term contracts shall be limited to a maximum of two consecutive periods of eleven months for the same functions.*
- 2.2.4 *When it is demonstrated/ascertained that the tasks are of a long-term nature, and provided that necessary funding is available, a fixed-term vacancy notice shall be published for competition, using, whenever possible, an existing vacant post, so that the incumbent can be considered for a fixed-term appointment before the end of the maximum period on short-term contracts.*
- 2.2.5 *The recruitment of short-term staff in established posts should be restricted and replaced by mobility of staff in service interested in a temporary detachment.*

Immediately following the implementation of this measure, severe financial problems were identified by the 2002 Plenipotentiary Conference which all but froze any external recruitment for a number of months.

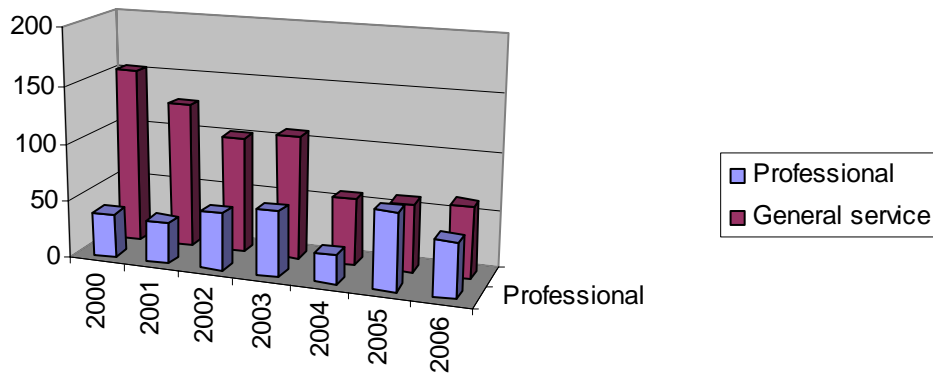
Despite these problems, the regularization of the situation of the staff already employed by the Union continued. Around 100 fixed-term contracts were converted into permanent ones and most of the long-term short-term staff members were regularized. By mid 2004, management unilaterally decided to stop the application of this service order as far as conversion into permanent contracts was concerned. Although nothing was ever said about the part concerning short-term contracts, the regularization of staff slowed down to a trickle.

The attached graphics provide a more explanatory overview of the situation of this type of contracts in ITU between February 2000 and February 2006, both in general terms and by category: a severe decrease can be observed between the February 2003 and the February 2004 measurements as a result of the budgetary restrictions put in place after the 2002 Plenipotentiary Conference.

Short-term contracts - all categories (2000-2006)



Short-term contracts by category (2000-2006)



At the moment, around ten or twelve long-term short-term staff still remain, but lack of will on the side of ITU management and continuing budgetary restrictions have made it impossible to have the situation of these colleagues regularized so far.

It is to be noted that lack of reliable data provided by the Personnel Department to staff representatives on the exact situation of colleagues.

The use of short-term contracts in ITU in recent years seems to have been more according to definition, although the ITU Staff Union fears that the situation experienced in the pre-2002 years could repeat itself.
