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BIML Staff regulations

Statuts du personnel du BIML



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Foreword

The International Organization of Legal Metrology (OIML) is a worldwide, intergovernmental organization whose primary aim is to harmonize the regulations and metrological controls applied by the national metrological services, or related organizations, of its Member States. The main categories of OIML publications are:

- **International Recommendations (OIML R)**, which are model regulations that establish the metrological characteristics required of certain measuring instruments and which specify methods and equipment for checking their conformity. OIML Member States shall implement these Recommendations to the greatest possible extent;
- **International Documents (OIML D)**, which are informative in nature and which are intended to harmonize and improve work in the field of legal metrology;
- **International Guides (OIML G)**, which are also informative in nature and which are intended to give guidelines for the application of certain requirements to legal metrology;
- **International Basic Publications (OIML B)**, which define the operating rules of the various OIML structures and systems; and

OIML Draft Recommendations, Documents and Guides are developed by Project Groups linked to Technical Committees or Subcommittees which comprise representatives from OIML Member States. Certain international and regional institutions also participate on a consultation basis. Cooperative agreements have been established between the OIML and certain institutions, such as ISO and the IEC, with the objective of avoiding contradictory requirements. Consequently, manufacturers and users of measuring instruments, test laboratories, etc. may simultaneously apply OIML publications and those of other institutions.

International Recommendations, Documents, Guides and Basic Publications are published in English (E) and translated into French (F) and are subject to periodic revision.

Additionally, the OIML publishes or participates in the publication of **Vocabularies (OIML V)** and periodically commissions legal metrology experts to write **Expert Reports (OIML E)**. Expert Reports are intended to provide information and advice, and are written solely from the viewpoint of their author, without the involvement of a Technical Committee or Subcommittee, nor that of the CIML. Thus, they do not necessarily represent the views of the OIML.

This publication, OIML B 7 *BIML Staff regulations*, is the result of decisions taken by the CIML in application of the provisions of the *Convention* establishing the OIML which relate to the staff of the International Bureau of Legal Metrology (BIML or Bureau). This 2013 edition takes into account current best practice in the content of this type of manual and incorporates clarifications of practices already in place at the BIML.

OIML Publications may be downloaded from the OIML web site in the form of PDF files. Additional information on OIML Publications may be obtained from the Organization's headquarters:

Bureau International de Métrologie Légale
11, rue Turgot - 75009 Paris - France
Telephone: 33 (0)1 48 78 12 82
Fax: 33 (0)1 42 82 17 27
E-mail: biml@oiml.org
Internet: www.oiml.org

Preamble

Applicable regulation

These Regulations and Annexes include the procedures that shall apply to the staff members of the International Bureau of Legal Metrology (hereafter referred to as the BIML).

The Regulations set out the fundamental conditions of employment, namely the duties and obligations as well as the basic rights of the staff members of the BIML and sets forth the broad principles of staff policy.

Notes:

Note 1: When these Regulations refer to “he”, “his” or “him”, they are also deemed to apply to “she”, “her” or “her”, unless clearly stated otherwise.

Note 2: Annex 9 explains how these Regulations apply to the Director and Assistant Director(s).

General provisions

Language

These Regulations are available in French and English. In any case of interpretation of these Regulations, the authoritative version shall be the French version.

Entry in force

Entry into force of these Regulations:

- these Regulations are approved by the CIML, on proposal by the Director, in conformity with the *Convention Establishing an International Organization of Legal Metrology*;
- these Regulations replace all previous editions of the Staff Regulations for all applicable staff members.

Amendment

The CIML may revise, amend or amplify the provisions of the present Regulations without, however, prejudicing the rights previously enjoyed by staff members already serving.

Dissolution of the Organization

In the event of dissolution of the Organization or of a merger with another international organization, the provisions concerning the staff members shall be decided by the Committee and the Conference, each for its field of responsibility.

Chapter I

Obligations, responsibilities and privileges

1 Independence, duties and responsibility

1.1 Independence and duties

The duties of a staff member of the BIML are international in character. A staff member shall carry out his duties and regulate his conduct in a way which is independent of any influence external to the OIML. He shall always keep the interests of the OIML in mind, in accordance with the Code of Conduct (see Annex 3).

1.2 Responsibility

A staff member shall be responsible for the execution of the tasks entrusted to him. If he causes damage to the OIML as a result of willful acts or gross negligence during, or in connection with, the discharge of his duties, the Director may initiate a disciplinary action against him and may hold him financially responsible for all or part of the damage.

2 Privileges and immunities

2.1 Privileges and duty immunities

In order to discharge his duties of international character, a staff member shall enjoy privileges and immunities as specified in extracts of the *Accord de Siège* found in Annex 1. These are only conferred upon him in relation to his duties related to the OIML and their assertion is strictly regulated by the Code of Conduct (see Annex 3).

2.2 Protection

A staff member who is, or has been, threatened because of actions undertaken on behalf of the OIML or because of his status as a staff member of the BIML shall be entitled to the OIML's protection (e.g. a contribution to his legal defense expenses). The staff member shall continue to enjoy such protection after he has left the BIML in relation to the actions accomplished in the exercise of his duties undertaken while working for the BIML.

Chapter II

Staff and appointment

3 Structure and workforce

3.1 Staff members

The BIML staff members include a Director, Assistant Director(s), administrative, technical and support staff members. All BIML staff members are covered by this Basic Publication (see also Annex 9).

3.2 Appointing Authority of the Director

The CIML shall appoint the Director and, should the case be so, terminate his appointment (see OIML B 1 *OIML Convention* and OIML B 13 *Procedure for the appointment of the BIML Director and Assistant Director(s)*). The CIML President shall specify the conditions of employment of the Director in a letter of appointment.

3.3 Appointing Authority of an Assistant Director

The CIML shall appoint an Assistant Director and, should the case be so, terminate his appointment (see OIML B 1 *OIML Convention* and OIML B 13 *Procedure for the appointment of the BIML Director and Assistant Director(s)*). The Director shall specify the conditions of employment of the Assistant Director in a letter of appointment.

3.4 Appointing Authority of other staff members

The Director shall appoint other staff members and, should the case be so, terminate their appointment (see OIML B 1 *OIML Convention*). The Director shall specify the conditions of employment of the other staff members in a letter of appointment. The Director shall inform the President in advance of the appointment of such staff members. The Director shall inform the CIML at the next scheduled meeting or by separate correspondence, no more than three months after the appointment.

3.5 Other workers

Consultants, secondees, interns and persons appointed under 7.3 are appointed by the Director. They shall not be considered as BIML staff members and shall therefore not benefit from the rights and privileges that staff members benefit from. However, their conditions of employment may draw upon this Basic Publication and are defined in their contract. The Director shall inform the President in advance of the appointment of such other workers.

3.6 Non-discrimination

There shall be no discrimination against a staff member on grounds of nationality, age, race, origin, religion, physical appearance, gender, sexuality or handicap.

4 Staff member categories, posts, scales and grades

4.1 Categories I, II, III and IV

A description of staff members' categories is given in extracts of the *Accord de Siège* in Annex 1. The category of each staff member is determined by the Government of the French Republic, based on the post and description supplied by the BIML.

4.2 Post, scale and grade

The table in Annex 2 specifies the scale and grade attached to the posts at the BIML. A staff member's job description and responsibilities shall be associated with the post, scale and grade specified in that table.

4.2.1 Additional posts

Posts may be added at any time by the Director, within the financial limitations of the OIML, to allow for changes in work requirements. The Director must notify the CIML President prior to any change to the posts.

5 Recruitment, appointment and fitness

5.1 Post to be filled

A vacancy notice shall be created for any post to be filled, except where an existing member of staff has their post enhanced by additional duties (see 9.7). It shall specify the full job description, including the duties and the required qualifications and may be published either within the BIML, or externally, or both. If the vacancy is published internally, any BIML staff member may apply. Note: Advertisements and vacancy notices for the posts of Director and Assistant Director(s) shall follow the procedure in OIML B 13.

5.1.1 Travel reimbursement for interview

Applicants interviewed for recruitment shall be entitled to the reimbursement of their travel costs, upon receipt by the BIML of invoices and evidence in accordance with the provisions applying to travel on missions (see Annex 4). Where it is considered necessary, a *per diem* may be granted to cover the cost of accommodation and meals in relation to the interview. The BIML may provide for advance payment of the expenses.

5.1.2 Informing applicants

All unsuccessful applicants shall be informed by the official representative of the appointing authority of the decision made regarding their applications.

5.2 Notification of appointment

The successful candidate shall be notified of his appointment by a letter signed by the official representative of the appointing authority. The notification of appointment shall specify to the new staff member the conditions of his employment, notably the post, scale, grade and his potential category when taking up duty, the starting date, salary and benefits, the duration of the appointment, duties and their location, as well as the authority of the Director to amend, based on mutual agreement, such conditions of employment. This letter shall be written in English and in French and shall be accompanied by a copy of the present Basic Publication (OIML B 7) in English and in French.

5.3 Acceptance and binding effect

The appointed candidate shall notify the official representative of the appointing authority in writing of his acceptance of the terms set out in the notification of appointment and in OIML B 7. He shall state explicitly that he fully understands the contents of the letter of appointment and OIML B 7. Upon the BIML's receipt of the letter of acceptance, the appointment shall take effect and shall be binding on both parties; a personal file shall then be created in the name of the appointed candidate. However, an appointment shall only be considered confirmed after the probationary period has been successfully completed as mentioned in 6.

5.3.1 Status and content of personal file

The Director shall keep only one personal file for each staff member. This personal file shall contain all documents concerning the staff member's administrative situation together with all reports on his work and the way in which he served at the BIML and, as the case may arise, his written comments. The personal file shall not include medical documents. The BIML Administrator, Finance shall keep the Director's personal file.

5.3.2 Confidentiality and communication of personal file

The personal file shall be confidential. In the presence of the Director, the staff member concerned shall be entitled to review and make copies of his personal file.

5.3.3 Removal of documents from personal file

No document placed in the personal file may be removed, except when a formal disciplinary proposal has not led to a sanction or when a decision notified to the concerned staff member is dismissed. In those cases, the sub-file including all the documents attached to the sanction's proposal or to the decision shall be removed from the personal file and destroyed.

5.4 Fitness

Members of staff are required to undergo a medical examination aimed at checking whether they are fit to carry out their duties when taking up duty, and then every two years thereafter by the occupational health care services. A written certificate, completed and signed by a medical examiner indicating only whether the staff member is fit to carry out his duties, including any limitations, shall be submitted to the Director after any examination.

6 Probationary period

6.1 Duration of the probationary period

The probationary period for a new appointment is six months, renewable once, for an additional period of up to six months, if necessary. This information shall be clearly specified in the contract.

6.2 Confirmation of appointment

A new appointment shall only be considered as confirmed after the successful completion of the probationary period. The Director shall make a decision with regard to the confirmation of the appointment and make this decision known to the staff member in writing.

6.3 Work performance evaluation during the probationary period

The work performance during the probationary period is appraised in writing by the Director.

6.4 Termination of employment during the probationary period

During the probationary period the employment may be terminated:

- by the Director at any time without notice or indemnity but with a full description of the reasons, or
- by the staff member without notice.

6.4.1 Termination of employment during the probationary period by the Director

Should the employment be terminated during the probationary period by the Director, any installation allowance and/or removal allowance already paid to the staff member by the BIML when taking up duty shall not be claimed back from the staff member. The BIML shall not, however, be required to pay the removal allowance upon the staff member's termination. The BIML shall not pay any indemnity.

6.4.2 Termination of employment during the probationary period by the staff member

Should the employment be terminated during the probationary period by the staff member, the BIML reserves the right to claim back from the staff member any installation allowance and/or removal allowance paid to the staff member when taking up duty or to deduct them from the monies still to be paid to the staff member. The BIML shall not pay any additional removal allowance upon the staff member's termination. The BIML shall not pay any indemnity.

7 Term of appointment

7.1 Indefinite-term appointment for staff members other than the Director and the Assistant Director(s)

Upon confirmation (6.2) the term of the appointment for any staff member other than the Director and the Assistant Director(s) is indefinite.

7.1.1 Reasons for ending an indefinite-term appointment

Reasons for ending an indefinite-term appointment are described in Chapter VIII.

7.2 Fixed-term appointment for the Director and the Assistant Director(s)

7.2.1 Initial fixed-term appointment

The duration of the initial fixed-term appointment is up to five years.

7.2.2 Renewal of fixed-term appointments

At least 12 months before the expiry of his appointment, the Director or Assistant Director shall be informed by the President either that:

- a) a recommendation will be made to the CIML to renew the appointment for a fixed-term up to five years, or
- b) a recommendation will be made to the CIML not to renew the appointment.

7.2.3 Reasons for non-renewal of a fixed-term appointment

Reasons for non-renewal of a fixed-term appointment are described in Chapter VIII.

7.3 Specific task of limited duration

A person may be appointed for a specific task of limited duration, in which case he is not considered to be a staff member of the BIML. The appointment shall be for a fixed-term, which shall depend on the duration of the task. The duration of this task may be extended subsequently in relation to the evolution of the said task. Such extension does not create any entitlement to conversion of the appointment to a fixed-term or an indefinite-term appointment. Should the extension of the person's initial appointment be contemplated, he shall be informed before it is due to end. All rights, privileges, salary, allowances and benefits must clearly be identified in the agreement regarding the specific task of limited duration and signed both by the person appointed and by the Director.

8 Secondment

8.1 Staff seconded to the BIML

A staff member of a Member State's government or national institute may be seconded to the BIML, subject to conditions and for a term set out in the secondment agreement.

8.1.1 Early termination of the secondment

Where the secondment is to be terminated early, the BIML shall inform the seconding host as soon as possible in order to allow the necessary arrangements to be made for the timely reassignment of the seconded staff member.

8.1.2 Rules and authority of the BIML for seconded staff

Although he is not considered to be a BIML staff member during the duration of his secondment, a secondee shall nevertheless be subject to the BIML's Code of Conduct (see Annex 3) and shall work under the exclusive authority of the Director or his representative. The Director's representative, if any, shall be designated in the secondment agreement.

Chapter III

Salary, objectives, performance evaluation and related topics

9 Salary, advancement, objectives, performance evaluation, promotion, loans

9.1 Establishment of scale and grade

Based on recommendations of the Director, the CIML shall periodically review and establish the salary scales and grades found in Annex 2, taking into account the general evolution of general salaries and also those paid by other intergovernmental organizations operating in France.

9.2 Salary scale

The unit of the salary scale shall be the “BIML salary index point” (see Annex 2).

9.3 Part-time work

Except where mentioned to the contrary in this Basic Publication, a staff member who works part-time shall receive a salary proportional to their working time.

9.4 Advance payments

A staff member may be granted an advance payment, on an exceptional basis, of up to one-half of his monthly salary only for the current month.

9.5 Personal loans

Personal loans are not granted to staff members. Neither will the BIML guarantee third-party loans to staff members. However, to make a large purchase such as an apartment or house, or to rent an apartment, etc., the staff member may request the BIML to attest to his employment.

9.6 Advancement in grade for seniority

The advancement for seniority, i.e. a move to the next grade up, shall be granted by the Director every two years, subject to satisfactory performance as determined by the annual performance evaluation.

9.6.1 Deferment or absence of advancement for seniority

The Director may decide to defer for up to one year the advancement for seniority of a staff member, if the staff member’s performance evaluation mentions unsatisfactory performance. The Director may decide not to grant the advancement for seniority as the disciplinary sanction set out in Chapter IX.

9.6.2 Entry into force of advancement for seniority

The advancement in grade for seniority enters into force on the date specified in the advancement notice.

9.7 Promotion

The promotion of a staff member other than the Director and Assistant Director(s) to a higher scale or a higher post may be decided at any time by the Director, if he considers it justified by the duties and performance of a staff member. The Director shall inform the CIML President in advance of any promotion of a staff member.

9.8 Annual objectives

9.8.1 Personal objectives

In January of each year or upon appointment of a new staff member, the Director shall discuss with the staff member his annual individual objectives. The Director shall assign the agreed objectives in writing. These objectives shall contribute to the performance of the program of work of the BIML.

Mid-year, or more often if deemed necessary, the Director shall keep the staff member informed, in writing, of his progress towards meeting these objectives. Individual objectives may be reassessed by the Director during the year if circumstances so require.

The objectives assigned to the staff member, their possible reassessment and any comments by the Director or the staff member on these objectives shall be attached to the annual performance evaluation report.

9.8.2 BIML objectives

In January of each year or upon any appointment, the Director shall present the BIML annual objectives to staff members and shall assign them in writing. These objectives shall contribute to the performance of the program of work of the BIML.

Mid-year, or more often if deemed necessary, the Director shall keep staff members informed, in writing, of their progress towards meeting these objectives. BIML objectives may be reassessed by the Director during the year if circumstances so require.

The objectives assigned to the staff members, their possible reassessment and any comments by the Director or by staff members on these objectives shall be reviewed at the end of each calendar year.

9.9 Performance evaluation

The purpose of this evaluation is to assess the staff member's work, efficiency, achievements and contribution to the mission of the BIML when performing his duties during the period under review. It also supports, where appropriate, 7.2.3 "Reasons for non-renewal of a fixed-term appointment" and 7.1.1 "Reasons for ending an indefinite-term appointment" and the adoption of the measures set out in 9.6 "Advancement in grade for seniority" and 9.7 "Promotion".

The evaluation shall take into account the staff member's job description and annual objectives.

In the fourth quarter of every year the Director shall draw up an evaluation report for each staff member. The staff member is provided with the evaluation report by the Director, who shall invite the staff member to discuss it and submit any written comments. The completed evaluation report is signed by both parties, dated, and a copy given to the staff member.

Chapter IV

Allowances and benefits

10 Allowances and benefits

10.1 Identity of allowances and benefits

Allowances and benefits to which staff members are entitled shall be

- activity allowances (10.5),
- family benefits (10.6),
- health, incapacity and death benefits (10.7),
- allowances for expatriate staff members (10.8), and
- Pension scheme allowance 10.9.

10.2 Non-accumulation

The allowances and benefits set out in this Basic Publication and similar allowances and benefits that the staff member or his spouse or partner is awarded from a source external to the BIML, on a personal basis or as a beneficiary of the main holder, shall not be accumulative. Any staff member who is a beneficiary of such allowances and benefits must inform the Director, in order that a corresponding reduction be made.

10.3 False statements

Any staff member who knowingly makes a false statement or who fails to inform the Director of information resulting in the receipt of an allowance to which he is not entitled commits a violation of these Regulations. He will be required to refund any sums so received and may also be liable to disciplinary action.

10.4 Allowances, benefits and part-time work

Except where mentioned to the contrary in the present Basic Publication, a staff member who works part-time shall receive a corresponding portion, *pro rata*, of the allowances and benefits set out in 10.1 “Identity of allowances and benefits”.

10.5 Activity allowances

Activity allowances shall be

- installation allowance (10.5.1),
- travel allowance (10.5.2), and
- removal allowance (10.5.3).

10.5.1 Installation allowance

The installation allowance shall be paid once as a lump sum to any newly-appointed staff member who, at the time of his appointment, had been resident for more than six consecutive months outside a radius of more than 50 km from the BIML and was under the obligation to buy or rent a residence closer to the BIML in order to perform his duties. The amount of the installation allowance shall be

- a) one month gross salary for a staff member who is single at the time of the appointment,
- b) one and a half month’s gross salary for a staff member who is married or who has a partner, without any dependent child at the time of the appointment, or

-
- c) two months' gross salary for a staff member with at least one dependent child at the time of the appointment.

10.5.2 Travel allowance when taking up duty and on leaving service

A staff member benefiting from the installation allowance is entitled to the payment of his travel expenditures, as well as those incurred by his spouse, partner and dependent children, from his residence to the neighborhood of the BIML

- a) for one round trip to locate adequate housing,
- b) when taking up duty,
- c) upon leaving service, except in the case of 6.4.2.

10.5.3 Moving of personal effects (removal) allowance

A staff member benefiting from the installation allowance (10.5.1) shall also benefit from payment of his removal expenses between his previous residence and his new residence in the vicinity of the BIML in line with the following conditions:

- a) when taking up duty, the amount of the removal allowance shall not exceed 15 000 euros;
- b) if the staff member has worked for more than twenty-four consecutive months at the BIML, upon leaving service, the amount of the removal allowance when leaving service shall not exceed the amount of the allowance paid when taking up duty, indexed by the INSEE (French National Institute for Statistics and Economic Studies) "Consumer price index (monthly, all households, France, base 1998) – Overall" index.

10.6 Family benefits

Family benefits shall be

- family allowance (10.6.1), or
- transport allowance (10.6.3).

10.6.1 Family allowance

A staff member is entitled to a monthly family allowance. The amount of the family allowance shall be 22.5 "BIML salary index points" per month for each dependent child.

10.6.2 Family benefits and part-time working

Where the staff member works part-time the family benefits shall be maintained in full (refer to 12.2).

10.6.3 Transport allowance

In line with prevailing French legislation for employees working in the Paris area, a staff member shall be partially reimbursed for the cost of his annual public transport tickets for travel between his residence and the BIML according to a uniform percentage for all staff members. The percentage shall be fixed and indicated in the budget.

10.7 Health, incapacity and death benefits

10.7.1 Insured risks

The risks insured for staff members shall be sickness, death, incapacity and work accidents. Their spouse or partner and dependent children, within the meaning of these Regulations, shall only be insured for sickness.

10.7.2 Health insurance

Staff members fall into two different categories for health insurance:

- a) those who are covered by the French Social Security institutions for all risks including old age (Régime général); and
- b) those who are covered by the French Social Security institutions for risks to health only (Régime spécial).

10.7.3 Payment for health insurance

The BIML shall pay the contributions to the French Social Security payable by employers. The staff member shall pay the contributions payable by employees.

10.7.4 Complementary health insurance

The BIML shall subscribe to a health insurance contract which complements the French Social Security guarantees. This insurance is mandatory for all staff members. The Organization will contribute to the costs of this complementary health insurance as follows:

- a) full contribution amount for staff members who subscribe for themselves only;
- b) half the contribution amount for staff members who subscribe for themselves and their family, or the amount of the single rate in a), whichever is greater.

The amount and type of complementary insurance will depend on the ability of the BIML to provide this complementary coverage within the financial limitations of the Organization.

10.7.5 Death benefit

The BIML shall subscribe to a life insurance contract for each staff member. This insurance is mandatory for all staff members. The Organization will contribute to the costs of this life insurance contract.

The amount and type of this insurance will depend on the ability of the Organization to provide this coverage within its financial limitations. As a minimum, 12 months of the deceased's average monthly salary shall be paid to the person(s) designated by the staff member or, by default, in the following order, to:

- 1 his spouse, or
- 2 his dependent children.

The provisions of 10.5.2 “Travel allowance when taking up duty and on leaving service” and 10.5.3 “Moving of personal effects (removal) allowance” shall apply to the return journey of the spouse or partner and dependent children to the country of recruitment of a deceased staff member who was not permanently resident in France, and for the repatriation of the deceased staff member.

10.7.6 Work accident and occupational disease

An accident shall be deemed to be a work accident if it occurs as the result of, or in connection with, duties performed within the BIML and causes injury to a staff member.

An accident shall also be deemed to be a work accident if it occurs

- a) on the journey to the BIML on first taking up an appointment,
- b) on the normal return journey on cessation of employment, provided that the journey is made not later than one day following cessation of employment,
- c) on the normal journey to and from the BIML from their place of residence, or
- d) while on mission.

An occupational disease, the cause of which is directly medically attributable to carrying out duties in the BIML, is also considered to be a work accident.

10.7.7 Declaration and proof of work accident and occupational disease

Subject to forfeiture of the rights set out in the present Basic Publication, a work accident must be reported to the Director by the staff member within two working days of its occurrence. An occupational disease must be reported to the Director by the staff member within ten working days of its determination by a practitioner.

10.7.8 Work accident and occupational disease

The BIML shall subscribe to a long term disability insurance contract which complements the French Social Security guarantees. This insurance is mandatory for all staff members. The Organization will contribute to the costs of this long term disability insurance.

The amount and type of complementary insurance will depend on the ability of the BIML to provide this complementary coverage within the financial limitations of the Organization.

10.7.9 Health and safety at work

The Director shall issue and keep up to date instructions ensuring that the staff member's health and safety are protected. It shall be his responsibility to ensure that they are in accordance with the BIML's regulations on health and safety at work and that they are displayed and notified to staff.

10.8 Allowances for expatriate staff members

The allowances for expatriate staff members shall be

- expatriation allowance (10.8.2),
- education allowance (10.8.3), and
- home-leave allowance (10.8.4).

10.8.1 Beneficiaries of the allowances for expatriate staff members

The allowances for expatriate staff members are paid to those who

- a) are not French citizens, and
- b) at the date of the letter of appointment for a vacant post at the BIML, were resident for the last two years:
 - i. at least six consecutive months per year outside France, or
 - ii. more than six consecutive months per year in France, but as a non-resident or expatriate staff member of an international organization, or
 - iii. more than six consecutive months per year in France, but as an employee of a Government other than that of the French Republic.

Periods of secondment at the BIML, mentioned in 8, shall not be considered as residency periods in France according to paragraph b) above.

10.8.2 Expatriation allowance

An expatriate staff member is entitled to an expatriation allowance equaling 14 % of his gross monthly salary for a single staff member and 18 % of his gross monthly salary for a staff member who is married or who has a partner.

10.8.3 Education allowance

An education allowance shall be paid to a staff member who is entitled to the expatriation allowance (see 10.8.1) and whose dependent child or children pursue(s) his/their studies in his own country, or that in which he was resident before his appointment by the BIML, or in France in his national language, and who attends a fee-paying educational institution (up to the age of 26).

The education allowance for each dependent child shall be in addition to and equal to the amount of the family allowance indicated in 10.6.1. The education allowance shall be paid monthly.

10.8.4 Home-leave allowance

Home-leave allowance may be taken once every calendar year by a staff member entitled to the expatriation allowance (see 10.8.1). The home-leave allowance shall cover the staff member's outward and return travel costs, as well as those of his spouse or partner and his dependent children who are resident in France, in the country in which the staff member was a resident before his appointment by the BIML, or his native country. A staff member who does not take the home-leave allowance within the above-mentioned period shall not be entitled to claim the allowance.

10.8.5 Conditions and procedure for the payment of the home-leave allowance

The conditions and procedure for the payment of the home-leave allowance are the same as those applicable to travel and missions on duty, described in 11 and Annex 4, except for the following provisions:

- a) no per diem shall be paid by the BIML;
- b) irrespective of the duration of the travel, a staff member shall be reimbursed for the cost of travel in economy class or in second class, depending upon the transportation mode;
- c) no luggage fees shall be paid by the BIML.

10.8.6 Mission in the home-leave country

A staff member on a mission in his home-leave country may take home-leave in conjunction with his mission, and vice versa. Only additional travel costs allowed under the home-leave allowance will be reimbursed.

10.8.7 Home-leave countries of staff members who are spouses or partners

Where a staff member is a spouse or partner of another staff member, they may take home leave together in either of their home-leave countries or separately in their home-leave countries. In the latter case, the dependent children of the staff members concerned may take the home leave in the home-leave country of only one of the staff members.

10.9 Pension scheme allowance

- a) A staff member is eligible to participate in the general pension system (Régime général) of the French Social Security; the Organization shall pay the contributions that are payable by the employer, and the staff member concerned shall pay the contributions that are payable by the employee;
- b) A staff member is entitled to the expatriation allowance as described in 10.8.1 may alternatively choose to participate in a Régime spécial of the French Social Security and in this case shall receive a monthly indemnity equal to the total amount of the employer contributions that the BIML would be required to pay for that staff member to the general pension system of the French Social Security (see Annex 7).

Chapter V

Missions and travel

11 Missions and travel

11.1 Missions, travel and related expenditure

Missions shall be subject to approval in accordance with the procedure set out in Annex 4. The travel costs and expenditure incurred by a staff member on missions are reimbursed by the BIML as detailed in Annex 4.

Chapter VI

Working time and place

12 Working time

12.1 Working schedule

The weekly working duration shall be set at thirty-five hours, with a normal working schedule from Monday morning through Friday afternoon. With the Director's prior agreement, a staff member may arrange for a reasonable normal working schedule other than Monday morning through Friday afternoon.

A staff member shall be at work, each scheduled working day, normally arriving no later than 10:00 and not normally leaving before 14:00.

Each staff member is required to provide the Director with his normal working hours per day and normal working days per week.

If required, the Director may request a staff member to work beyond his normal working time.

Compensatory leave shall be offered for any staff member required to work beyond his normal weekly working time

12.2 Part-time work

Subject to the Director's prior agreement, a staff member may work part-time, but not less than 50 % of the weekly working time described in 12.1 "Specification of the working time".

12.3 Teleworking

The Director may authorize a staff member to telework at home, if such work is compatible with his duties, the achievement of his objectives and the organizational and efficiency-related requirements of the BIML. Annex 5 describes the requirements applicable to teleworking.

Chapter VII

Leave

13 Leave

13.1 Leave entitlements

A staff member shall be entitled to

- paid annual leave (13.2),
- holiday leave (13.3),
- special leave (13.4),
- leave for personal reasons (13.5),
- maternity, adoption and paternity leave (13.6),
- parental leave (13.8),
- sick leave (13.10), and
- family support leave (13.15).

13.2 Paid annual leave

A staff member shall be entitled to 30 working days of paid annual leave per calendar year.

13.2.1 Calculation of annual leave entitlement

During the calendar year of his appointment, the annual leave entitlement of a staff member shall be calculated *pro rata*. The same calculation shall be made for the calendar year of termination of his appointment.

In the case of part-time work, the annual leave entitlement shall be calculated *pro rata* based on the actual working time.

13.2.2 Calculation of annual leave

One annual leave day is equivalent to seven working hours. Under the supervision of the Director, each staff member is responsible for ensuring they have fulfilled the requirements for working hours each month, as described in 12.1.

13.2.3 Annual leave approval

Requests for annual leave shall be approved by the Director.

13.2.4 Carry forward

A staff member may carry forward into the next year a maximum of 15 days of their untaken annual leave. If, due to work constraints, it is not possible to grant the staff member some or all of the remainder of the untaken annual leave (including the carry forward from the previous year), the remainder shall be carried forward to the next year.

13.2.5 Sickness and annual leave

If a staff member is incapacitated during a period of annual leave, his annual leave entitlement shall be extended by the period of incapacity. If this is the case, the staff member shall

- a) either take the untaken annual leave after his period of incapacity, if approved by the Director, or

- b) resume duties after his period of incapacity and benefit later on from the remainder of the untaken annual leave.

13.2.6 Expatriate annual leave

A staff member who qualifies under 10.8.1 shall receive an additional annual leave allowance of two days per calendar year.

13.3 Holiday leave

A staff member is entitled to 11 paid holidays during each calendar year. The dates of these holidays may correspond to the French national holidays.

Each calendar year the Director will determine the exact dates for the holidays and publish a list.

One holiday is equivalent to seven working hours. Each staff member is responsible for ensuring they have fulfilled the requirements for working hours each week, as described in 12.1.

If a holiday falls on a non-scheduled working day, a staff member will be entitled to a holiday (seven working hours) during their normally scheduled working week, near the time of the holiday.

13.4 Special leave

A staff member who has at least six months' seniority is entitled to the following special leave for the events below:

- a) three working days for the staff member's marriage;
- b) three working days for the staff member's registered partnership;
- c) two working days for the marriage of a staff member's descendent or ascendant;
- d) two working days for the registered partnership of a staff member's descendent or ascendant;
- e) a total of five working days during a one calendar year period for
 - staff member's academic exams,
 - staff member's uncertified sick-leave for less than three consecutive days, and
 - staff member's dependent child's uncertified sickness;
- f) five working days for the death or serious illness of a staff member's spouse or partner, descendant or ascendant;
- g) three working days for the death or serious illness of a staff member's brother, sister or grand-parents.

13.5 Leave for personal reasons

Subject to the express approval by the Director, a staff member may be authorized to take unpaid leave for personal reasons. However, a staff member shall be requested to exhaust his annual leave before being granted such unpaid leave for personal reasons. A staff member benefiting from leave for personal reasons shall not be entitled to the allowances and benefits set out in these Regulations. A staff member wishing to continue to benefit from the health and death benefits set out in these Regulations shall pay for the entire corresponding contributions, including the BIML's contributions. The latter possibility is not open to a staff member running a profit-making activity during his leave for personal reasons.

Where a staff member is granted leave for personal reasons for more than 90 working days, he shall inform the Director in writing, 30 calendar days before the end of this leave, of his wish to be granted an extension of this leave or to resume work.

Such leave or its extension shall not be granted if it is not in the BIML's best interests or if no post is likely to be available for the concerned staff member when resuming duties after such leave. When

resuming work, the staff member shall be reinstated in his post or, if this is not possible, in a post of the same grade. No seniority considered for advancement shall be acquired during the leave for personal reasons.

13.6 Maternity, adoption and paternity leave

A female staff member shall be entitled, subject to six months' seniority and upon submission of a medical statement or a final adoption judgment, to a maternity or adoption leave with salary and benefits for the duration under the conditions set out in the French regulations.

A male staff member shall be entitled, subject to six months' seniority and upon submission of a birth certificate or a final adoption judgment, to paternity or adoption leave with salary and benefits for the duration under the conditions set out in the French regulations.

13.7 Part-time work following maternity or parental leave

Following maternity leave, parental leave, or annual leave taken immediately after maternity leave, upon request to the Director a female staff member may also be granted the right to work part-time for a duration to be agreed to and specified by the Director.

13.8 Parental leave

Following maternity leave, a female staff member may benefit, upon request and subject to the approval of the Director, from an unpaid parental leave for a duration less than or equal to 90 calendar days.

Any staff member benefiting from this parental leave shall not be entitled to the allowances and benefits set out in these Regulations. In order to continue to benefit from the health and death benefits set out in these Regulations, the staff member shall pay for the entire corresponding contributions, including the BIML's contributions.

13.9 Resuming work

All seniority considered for advancement and entitlements shall be acquired during leaves mentioned in 13.6 and 13.8.

13.10 Sick-leave and cessation of work

In case of sickness or accident and when the cessation of work is more than three working days long, a staff member shall submit a medical statement as soon as possible. The Director may request the staff member to undergo a medical check by a practitioner designated by the Director.

13.11 Unjustified absence

Any unjustified absence shall be deducted from the annual leave entitlement for the number of working days corresponding to the number of unjustified working days of absence. Where the annual leave entitlement is exhausted, the portion of monthly gross salary corresponding to the unjustified working days of absence shall be deducted.

13.12 Long-term disability insurance

The BIML shall subscribe to a long-term disability insurance contract which complements the French Social Security guarantees. This insurance is mandatory for all staff members. The Organization will contribute to the costs of this long term disability insurance.

13.13 Non-accumulation of allowances and benefits

A staff member may be or may have been on sick-leave and benefited in accordance with 10.7 or 13.8. He may be in receipt of compensation from the Social Security institutions, industrial injuries institutions or from the BIML's third party insurance. In this case, the staff member shall reimburse the OIML up to the amount paid by the OIML. 13.13 is not applicable to indemnities arising from a staff member's private insurance.

13.14 Accounting for periods of absence

The periods of absence, whether consecutive or not, shall be calculated over a sliding 12 month period.

13.15 Family support leave

Subject to the prior approval of the Director, any staff member whose ascendant, descendant, spouse or partner is affected with a life-threatening illness or injury may be entitled to unpaid family support leave.

13.15.1 Duration of the family support leave

The family support leave shall last for a maximum of three calendar months, renewable once. It shall end either upon expiry of this period or within four working days following the death of the supported person, without prejudice to the benefit from the provisions with regard to other leaves mentioned in the Regulations, or at an earlier date.

13.15.2 Request for family support leave

Prior to the beginning of the leave, the concerned staff member shall either hand deliver against receipt, or send by recorded delivery, a letter to the Director requesting family support leave, as well as a medical certified statement stating that the supported person is actually affected with the illness or injury mentioned in 13.15. The Director may request the staff member to submit an updated medical statement during the family support leave.

13.15.3 Conversion of family support leave into part-time work

The staff member shall be entitled, subject to the Director's approval, to convert the family support leave into a period of part-time work.

13.15.4 Foreseen date of return from family support leave

The staff member shall give the Director three working days' notice of his return from family support leave.

13.15.5 Benefits while on family support leave

The staff member shall continue to benefit from the health (10.7.2 and 10.7.4) and death (10.7.5) benefits if he pays for his corresponding contributions, in which case the BIML will continue to pay its corresponding contributions. Seniority will continue during the time of family support leave.

13.16 Therapeutic part-time

Following a period of sick-leave of six consecutive months or more for the same sickness, a staff member may be authorized by the Director to resume his duties on a part-time basis for therapeutic grounds for a period of three calendar months, renewable once. The total duration of the therapeutic part-time shall not exceed six calendar months for the same sickness.

Therapeutic part-time can be authorized when the resumption of work on a part-time basis is recognized as a possible means of promoting the improvement of the state of health of the staff member.

The therapeutic part-time shall be for no less than 50 % of full-time.

A staff member who is authorized to work on a part-time basis for therapeutic grounds shall be entitled to the *pro rata* amount of their salary.

The therapeutic part-time shall not suspend the periods mentioned in 13.10 and 13.11. Periods of therapeutic part-time service are considered as periods of full-time service for the calculation of all rights set out in the Regulations.

14 Non-active status

14.1 Duration of non-active status

A staff member who has at least six months' seniority may be placed on non-active status by the Director:

- a) for a period of not more than two years for compulsory military service;
- b) for a period of not more than two years, upon request of the staff member, following the birth of a child and before the child's third birthday, or in case of serious illness of the staff member's dependent child, spouse or partner, or direct ascendant.

14.2 Staff member's entitlements on non-active status

A staff member placed on non-active status shall not be entitled to any salary or allowance. In cases mentioned in 14.1 a) and b), the staff member shall continue to benefit from the health (10.7.2 and 10.7.4) and death (10.7.5) if he pays for the entire corresponding contributions, including the contributions normally paid by the BIML. The period spent on non-active status shall not be considered as effective service with the BIML and will not change the date on which the fixed term appointment ends.

14.3 Post vacancy of a staff member on non-active status

The post of the staff member on non-active status shall fall vacant. The staff member shall be entitled to reinstatement in his grade and scale if (and only if) a post corresponding to his qualifications and experience is found to be vacant. But if the reinstatement turns out to be impossible upon expiry of the non-active period, the appointment shall be terminated on the last day of the non-active period. From this date on, and without notice or indemnity whatsoever, the concerned person shall no longer be a BIML staff member.

Chapter VIII

End of appointment

15 Resignation

15.1 Resignation of a staff member of categories I or II

After confirmation of his appointment, a staff member of categories I or II may resign at any time subject to a six-month notice period.

15.2 Resignation of a staff member of categories III or IV

After confirmation of his appointment, a staff member of category III or IV may resign at any time subject to a one-month notice period.

15.3 Notice of resignation

The notices of resignation mentioned in 15.1 and 15.2 shall be submitted in writing against a signed and dated receipt by the Director.

16 Termination of appointment

16.1 Termination of appointment with notice

The appointment of a staff member, other than the Director or Assistant Director(s), may be terminated by the Director. The appointment of the Director or Assistant Director(s) may only be terminated by the CIML.

An appointment may be terminated subject to a notice period and indemnities, and on completion of the procedure, laid down in these Regulations. Any decision to terminate an appointment shall be notified in writing to the staff member, with a full description of the reasons.

16.1.1 The appointment of a staff member may be terminated in the following cases:

- a) a staff member's post is abolished;
- b) the duties and/or responsibilities attached to a staff member's post are modified in such a way that he no longer possesses the necessary qualifications for that post;

16.1.2 Notification of intention to terminate an appointment

The Director shall send the affected staff member a notification in the form of a recorded delivery or hand delivered letter against receipt. This letter will set out the intention to terminate the staff member's appointment. It shall include the reasons for termination, in accordance with section 16.1.1. This letter may also indicate a period of notice. The staff member shall be reminded in this letter that he may submit written comments to the Director, within a period not exceeding eight calendar days starting from the date of delivery.

16.1.3 Confirmation or abandonment of the procedure for termination of appointment

At the end of eight calendar days mentioned in 16.1.2 and no later than 15 calendar days after the date of delivery of the letter of intention to terminate, the Director shall send the affected staff member a notification in the form of a recorded delivery or hand delivered letter against receipt either to confirm his intention to terminate the appointment of the staff member, or his decision to withdraw the intention to terminate the appointment.

16.1.4 Duration of the period of notice and starting point

The period of notice served in accordance with 16.1.2 shall not exceed three months. The period of notice shall begin on the date indicated in the letter detailing the intention to terminate.

16.1.5 Exemption from duty during the period of notice

The Director may excuse the staff member from actual duty during the period of notice served in 16.1.2.

16.1.6 Salary paid in case of exemption from duty during the period of notice

The amount paid to the staff member excused wholly or partly from actual duty during the period of notice, in accordance with 16.1.2, shall be the net salary corresponding to this period. The staff member shall continue to participate in the BIML's health insurance scheme until the end of this period of notice.

16.1.7 Salary payment and exemption from duty

Where the staff member requests to cease work before the expiry of the period of notice and where, before the end of the period of notice, the staff member leaves the BIML for another appointment, the net salary corresponding to the remaining period of notice shall not be paid.

16.1.8 Indemnity

The indemnity for termination of appointment with notice shall be a lump sum equal to:

- a) one month of the last monthly gross salary for a staff member with a seniority less than or equal to 12 months at the date of the termination;
- b) an additional two months of the last monthly gross salary for a staff member with a seniority more than 12 and 60 or less months at the date of the termination;
- c) an additional one month of the last monthly gross salary for each 12 month period of service for a staff member with seniority more than 60 months.
- d) the total indemnity may not exceed an amount equal to six months of the last monthly gross salary. In order to apply this Rule, any part-time working periods shall be considered as full-time working periods.

16.2 Termination of appointment without notice

The appointment of a staff member, other than the Director or Assistant Director(s), may be terminated by the Director. The appointment of the Director or Assistant Director(s) may only be terminated by the CIML.

An appointment may be terminated without a period of notice or indemnities. Any decision to terminate an appointment shall be notified in writing to the staff member, with a full description of the reasons.

16.2.1 The appointment of a staff member may be terminated in the following cases:

- a) during, or at the end of, the probationary period, in accordance with 6;
- b) it is documented and determined that the staff member does not give satisfactory service;
- c) as a consequence of a disciplinary dismissal decided in accordance with 18.
- d) Where the staff member's absence from duties, without prior justification or subsequent notification, exceeds 10 consecutive normally scheduled working days, he shall be regarded as having abandoned his post.

16.2.2 Notification of intention to terminate an appointment

The Director shall send the affected staff member a notification in the form of a hand delivered letter against receipt. This letter will set out the intention to terminate the staff member's appointment. This letter shall include the reasons for termination, in accordance with 16.2.1. The staff member shall be reminded in this letter that he may submit written comments to the Director, within a period not exceeding eight calendar days starting from the date of delivery.

16.2.3 Confirmation or abandonment of the procedure for termination of appointment

At the end of eight calendar days mentioned in 16.2.2 and no later than 15 calendar days after the date of delivery of the letter of intention to terminate, the Director shall send the affected staff member a notification in the form of a hand delivered letter against receipt either to confirm his intention to terminate the appointment of the staff member, or his decision to withdraw the intention to terminate the appointment. If hand delivery of the notification described in 16.2.2 is unsuccessful for more than thirty calendar days, the terms and conditions set out in the letter of intention to terminate will be confirmed.

17 Medical examination

A staff member leaving the BIML, for any reason, shall undergo a medical examination on his departure by a doctor designated by the Director. If he chooses not to undergo such an examination, he shall be required to sign a statement waiving all right of recourse against the BIML in respect of any accident suffered or any illness contracted during his time of service with the BIML. If the staff member chooses not to undergo such an examination and refuses to sign a statement, all right of recourse against the BIML in respect of any accident suffered or any illness contracted during his time of service with the BIML shall be waived.

Chapter IX

Discipline

18 Disciplinary action and sanctions

18.1 Disciplinary action

Any deliberate violation of the duties and obligations set out in these Regulations and in the Code of Conduct (Annex 3) may be liable to disciplinary action and sanction.

18.1.1 Violation resulting from negligence

A violation resulting from a staff member's negligence shall only be regarded as deliberate if it is determined by the Director that the staff member did not act with due diligence, given his duties, skills, authority and means under his command.

18.1.2 False statements and applications

A disciplinary sanction, up to and including termination, may be imposed on a staff member who made false statements when applying for a vacant post or on documentation related to his post.

18.2 Disciplinary sanctions

Disciplinary sanctions are imposed by the Director. The disciplinary sanctions shall be exclusively, and in ascending order, corresponding to the seriousness of the violation, as follows:

- a) warning;
- b) reprimand;
- c) suppression of one biennial seniority advancement;
- d) suspension without salary for up to two months;
- e) termination.

18.3 Multiple sanctions

One sanction only may be imposed for one and the same deliberate violation.

18.4 Disciplinary proceedings

18.4.1 Initiation of disciplinary proceedings

The Director shall initiate disciplinary proceedings by drawing up an introductory report. This report shall state precisely the facts, to what extent the said facts amount to a deliberate violation, and the disciplinary sanction recommended. This report shall be hand delivered to the staff member against whom the deliberate violation is alleged. This report shall

- a) invite the staff member to submit statements and/or documents to the Director, within eight calendar days of the delivery of the report,
- b) inform the staff member that a disciplinary sanction may be imposed on him in relation to the deliberate violation alleged against him,
- c) inform the staff member that he may request that the Appeals Committee be convened in accordance with 19.2.

18.4.2 Suspension with salary during proceedings

Where the recommended sanction is a suspension without salary or dismissal, the Director may suspend the staff member, with salary, pending completion of the disciplinary proceedings relating to him. Reasons may not be required for this suspension with salary and it does not in itself constitute a disciplinary sanction.

Chapter X

Appeals

19 Internal appeals

19.1 Initial procedure

Any staff member may submit to the Director, within thirty calendar days of the notification of an individual decision adversely affecting him, a request for this decision to be cancelled. The Director shall discuss this request with the CIML President. If the request is dismissed the staff member may request that his case be referred to the CIML President for review by an Appeals Committee.

19.2 Appeals Committee

19.2.1 Ad hoc Appeals Committee

The CIML President will form an ad hoc Appeals Committee within thirty calendar days consisting of three CIML Members.

19.2.2 Chair of the ad hoc Appeals Committee

The CIML President will be the Chair of this Committee. In the case of the Director submitting an appeal or an Assistant Director appealing against a decision of the President, the First Vice-president will be the Chair of the Committee.

19.2.3 Secretariat of the Appeals Committee

The secretariat of the Appeals Committee shall be provided by one of the Appeals Committee's members and appointed by the Chair.

19.2.4 Multiple opinions

The Appeals Committee shall only be requested to deliver its opinion once on the same request.

19.2.5 Incompatibilities of Appeals Committee members

The Appeals Committee shall not include any member involved in the process leading up to the case, in relation with his functions or a mediation procedure. This member is hence replaced by a substitute.

19.2.6 Mandate of the Appeals Committee Secretary

The Appeals Committee Secretary shall convene the meeting of the Appeals Committee and shall be present at all its proceedings and deliberations. He shall be responsible for the formalities prescribed under the Regulations and for ensuring that the time limits are observed.

19.2.7 File submitted to the Appeals Committee

When convening the meeting, the Secretary shall submit to the members and Chair of the Appeals Committee, the concerned staff member and the Director or his representative, a file including copies of the following documents:

- a) all documents related to the case or to the challenged decision;
- b) the staff member's statements, if any;
- c) the Director's comments, if any.

19.2.8 Submissions before the Appeals Committee

The staff member and the Director or his representative may provide the Secretary with a statement, prior to the meeting and in addition to the statements and comments previously submitted. As soon as received, the Secretary forwards this (these) statement(s) to the Appeals Committee's members and Chair, the staff member and the Director or his representative.

19.2.9 Forms of evidence, investigations and consultation of the personal file before the Appeals Committee

The Director and the staff member may submit any evidence before the Appeals Committee that they consider appropriate. The staff member and the Director shall have access to all documents and forms of evidence submitted.

The Appeals Committee, on its own initiative or at the request of the staff member or the Director or his representative, shall initiate whatever investigations it considers appropriate.

The staff member may consult his personal file and be provided with a copy. The personal file shall be made available to the Appeals Committee.

19.2.10 Meetings and quorum of the Appeals Committee

The Appeals Committee meetings shall be held in French or English at the choice of the staff member. The Appeals Committee meetings shall only be valid when one of its members, the Secretary of the Appeals Committee and the Chair are present.

Prior to any deliberation, the Appeals Committee shall:

- a) hear the staff member and the Director or his representative. In case of a duly justified obstacle, the concerned staff member may be represented by another staff member or, at his own expense, by a counsel. He may also be assisted by a staff member or, at his own expense, by a counsel;
- b) hear a final summing up of the Director or his representative and give the staff member or his representative an opportunity to reply.

19.2.11 Conclusions of the proceedings and deliberations of the Appeals Committee

After the conclusion of the proceedings by the Chair, the Appeals Committee shall deliberate. The staff member and the Director or his representative shall not be present during the deliberations. The Chair shall remind the Committee members of the secrecy of the deliberations.

19.2.12 Decision of the Appeals Committee

The decision of the Appeals Committee shall be motivated and adopted by a majority vote. In case of equal votes, the Chair shall have the deciding vote. The dissenting opinions of the Chair and of the members, if any, shall be included in the opinion. The decision of the Appeals Committee shall be delivered within 45 calendar days of its seizure.

The decision shall be communicated in writing to the Director and the concerned staff member.

19.2.13 Items included in the Appeals Committee's decision

The decision of the Appeals Committee shall address the following items:

- a) the conformity of the procedure with the present Regulations;
- b) the justification or lack of justification for the statements by the staff member and the Director or his representative;
- c) suggestions, if any, by way of compromise or amendment to the challenged decision;
- d) final decision either in support of or not in support of the decision of the Director.

19.2.14 Independence and confidentiality of the Appeals Committee

The Appeals Committee shall deliberate in full independence. Its meetings and works are confidential.

Chapter XI

Disputes

20 Disputes and Administrative Tribunal

20.1 Immunities

The BIML enjoys immunities in accordance with the *Accord entre le Gouvernement de la République Française, relatif au Siège de l'OIML et à ses privilèges et immunités sur le Territoire Français*. Hence, in order to allow a judicial settlement of disputes between a staff member and the BIML, the BIML shall voluntarily recognize the jurisdiction of an international administrative tribunal (See Annex 6).

20.2 Complainants

The Tribunal shall be open to

- a) the staff member, even if his employment has ceased, and to any person on whom the staff member's rights have devolved on his death, and
- b) any other person who can show that he is entitled to some right under the terms of appointment of a deceased staff member or under provisions of the Rules on which the staff member could rely.

20.3 Complaints, receivable complaints and deadlines for submissions

A complaint shall not be receivable unless the decision impugned is a final decision and the person concerned has exhausted all other means of resolving it as are open to him under the applicable Regulations. To be receivable, a complaint must have been filed within 90 calendar days after the complainant was notified of the challenged decision.

Chapter XII

Staff relations

21 Information to staff

The Director shall regularly, and at least once a year, inform the staff of the BIML's activities and general policy and, in particular, of all matters relating to the staff. This information shall be provided in both verbal and in written form.

Annex 1

“Accord de Siege”

Extracts (concerning staff) from the “Accord de Siege” between the Government of the French Republic and the International Organization of Legal Metrology relative to the headquarters of the International Organization of Legal Metrology and its privileges and immunities on French territory.

(Official translation)

Article 11

The members of the personnel of the Organization belonging permanently to categories I, II and III defined in the Annex below to the present Agreement are exempt from all tax on the salaries and emoluments that are paid them by the Organization.

However, the Government of the French Republic reserves the right to take account of these salaries and emoluments in the calculation of the average or actual rate to be applied to income from other sources of its own nationals as well as of aliens permanently resident in France.

Article 12

- 1 The members of the personnel of the Organization specified in the annex to the present agreement shall benefit:
 - a) from immunity with regard to any legal action in respect of acts performed by them in the exercise of their functions and within the limits of their responsibilities;
 - b) from special Social Security arrangements subject to conditions drawn up with the joint agreement of the Organization and the appropriate French authorities;
 - c) if they previously resided abroad, from the right to import their furniture and personal effects in current use free of duty at the time of their setting up home in France;
 - d) from a special residence permit issued by the appropriate French authorities for themselves, their spouses and under age children;
 - e) in a period of international tension, from the facilities for repatriation accorded to members of diplomatic missions.
- 2 The members of the personnel of the Organization belonging to categories I and II defined in the Annex to the present agreement shall benefit, furthermore, from temporary import arrangements in respect of their motor vehicles (renewable every 2 years).

Article 14

The Government of the French Republic is not bound to grant the privileges and immunities set out in Articles 11(§2) - 12(§1: c, d, e) - 12(§2) to its own nationals or to permanent residents in France.

Annex (to the Agreement with the French Government)

The personnel of the Organization are divided into the following four categories:

- I The Director of the Bureau, i.e. the person designated by the Members of the Organization to direct the Bureau.
- II The officials of the Organization, i.e. those persons other than the Director of the Bureau, charged with responsible duties in the fields proper to the administrative or technical activities of the Organization.
- III The personnel, i.e. those persons charged with the performance of duties within the administrative or technical branches of the Organization.
- IV The service personnel, i.e. those persons in the domestic service of the Organization, excluding personnel allocated to the service of a member of the personnel of the Organization.

Article 12 – 1 – d

The residence permits issued to members of the personnel of the Organization shall be:

I = diplomatic level card

II = consular level card

III and IV = special residence permits.

The permits so issued do not confer on their holders the right to request the benefits of advantages not provided for in the Agreement.

Annex 2

Salaries

The annual gross salary is determined by multiplying the BIML salary index point by the INSEE (French National Institute for Statistics and Economic Studies) “Consumer price index (monthly, all households, France, base 1998) – Overall” index.

The INSEE index (IINSEE) was fixed at 100 in December 1998.

Annual gross salary (Euros) = BIML salary index point × IINSEE.

The INSEE index value used by the BIML is determined quarterly and corresponds to the value of the last month of the previous quarter as published in the Official Journal of the French Republic.

<http://www.insee.fr/en/bases-de-donnees/bsweb/serie.asp?idbank=000639196>

BIML salary index point

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Scale														
A	130	136	144	152	161	170	179	189	199	209	219	229	240	251
B	162	170	180	190	201	212	224	235	248	261	275	290	306	324
C	259	274	288	305	321	339	356	373	394	415	437	462	486	514
D	373	394	415	437	462	486	514	541	570	603	635	669	706	745
E	541	570	603	635	669	706	745	786	829	875	922	972		
F	1046	1104	1165	1230	1296									
Duration (years)	2	2	2	2	2	2	2	2	2	2	2	2	2	n/a

Post and scale

The scales for each post in the BIML are the following:

Service	A
Secretary, Archivist, Clerk.....	B
Office Manager	C
Editor, Engineer, IT Systems, Database, Administrator	D
Assistant Director, Senior Engineer.....	E
Director	F

Salaries and allowances shall be paid monthly in Euros.

Annex 3

Code of conduct

A.3 Guiding principles

A.3.1 International character of the duties of the BIML's staff members

The BIML's staff members are international civil servants. Their duties in this respect are exclusively international in character. When accepting their appointment, they shall pledge to carry out their duties and to regulate their conduct bearing only in mind the OIML's interests.

All staff members are subject to the authority of the Director who shall ensure their safety, well-being, employment and work conditions.

When carrying out his duties, a staff member shall neither seek nor accept instructions from any Government, authority, organization, individual or corporate body external to the OIML.

A staff member shall conduct himself in all circumstances in a manner befitting his status as an international civil servant. He shall avoid any action, and in particular, refrain from making any public statement which may adversely reflect on the international civil service or which could conflict with the integrity, independence and impartiality required by his status. He does not have to give up his national perspectives or his political or religious views, but he shall at all times conduct himself with the discretion and tact incumbent upon him by virtue of his international status.

A.3.2 Political activities

A staff member may vote or join a political party, but shall not engage in any political activity which is inconsistent with, or which could lead to question, the independence and impartiality required by his status as an international civil servant.

In particular, he shall abstain from any political activities and, in general, from any action or public statement and publications, if these activities, statements and publications are inconsistent with his duties and obligations as an international civil servant or are likely to incur liability for the BIML.

A.3.3 Other activities

Apart from the fulfillment of his duties at the BIML, a staff member shall not carry out any other duties, nor hold any regular or paid position, if these activities interfere with the fulfillment of his professional duties or are inconsistent with the OIML's interests or with his status as a BIML staff member.

A.3.4 Incompatibilities

A staff member shall not hold, directly or indirectly, financial assets in any entity, if these interests could by their nature jeopardize his independence in the discharge of his duties at the BIML.

A.3.5 Discretion

A staff member shall exercise the utmost discretion in regard to any matter relating to the BIML's activities. Except in the discharge of his duties or with the prior authorization of the Director, he shall not disclose to anyone or use for his personal benefit, any unpublished information known to him by reason of his duties. This obligation shall continue after he has left the BIML.

A.3.6 Honors

A staff member shall not accept any honors from a Government or other entity external to the BIML which may jeopardize his independence.

A.3.7 Gifts and gratifications

A staff member shall not accept gifts or gratifications from governments, organizations, firms or any other entity maintaining relations with the BIML which may jeopardize his independence or lead to doubts as to his integrity.

A.3.8 Use of the BIML's properties, premises, name or emblems

Any use by a staff member of the name and emblems of the OIML for private purposes is prohibited.

A staff member shall not use the properties and premises of the BIML for private purposes without the prior approval of the Director.

A.3.9 Intellectual property

All intellectual property rights, including copyright and patent rights, in any work produced by a staff member within the scope of his duties, or in relation to such duties, shall remain the property of the OIML.

A.3.10 Privileges and immunities

The privileges, immunities or facilities set out in the *Accord de Siege* between the OIML and the French Government are granted to staff members in the interests of the BIML and not to their own advantage. They shall not excuse staff members from fulfilling their private obligations, nor from the strict observance of the law in force at the place where they are serving.

Whenever these privileges and immunities are questioned, the concerned staff members must immediately inform the Director.

Annex 4

Mission and travel

A.4.1 Mission orders and travel

As soon as the staff member is informed of a planned mission, he shall submit to the Director a mission order including

- a) the foreseen dates of the mission/travel (outward and return journeys),
- b) the destination of the mission/travel,
- c) the purpose of the mission/travel,
- d) the welcoming body and its address / the address of stay,
- e) the planned departure and return dates,
- f) any need to purchase a modifiable ticket and the motivation for such a request,
- g) the reduced fares, if any, to which the staff member is entitled on a personal basis, and
- h) the accommodation already identified or imposed on him by the welcoming body and the rate per night (specifying if partial board is included).

A.4.2 Validation, rejection, postponement

Within seven working days of receipt of the mission order, the Director shall validate, reject or postpone the mission order.

When validating, the Director or his representative may modify the parameters of the mission order. The validated mission order shall be copied to the Administrator, Finance.

A.4.3 Conditions and proposals

Within ten working days of the receipt of the validated mission order, the staff member shall propose the transportation mode, accommodation, timetable, and fares following the principles below:

- a) the most economical journey is preferred, taking into account travelling time and modifiable tickets, and subject to the following provisions;
- b) the journey shall include no stops between the stations and airports servicing the BIML and the destination's nearest airport or station, unless justified by professional motives or they allow a reduction of the expenses incurred and the journey's length is not noticeably modified. The journey can include a week end, if this results in a reduction in overall costs (accommodation and transportation included);
- c) a staff member may be authorized to travel directly from home to the stations and airports servicing the BIML, without coming first to the BIML;
- d) the journey by rail shall be in 1st class (when available), whatever the length and destination. Where possible, the journey shall be by air if the journey's duration by rail is more than six hours;
- e) the journey by air shall be in economy class, except when any one section airtime of the journey's duration is over seven hours. In this case, Economy Plus may be authorized. A modifiable ticket may be granted where there is an actual uncertainty about the dates and/or duration of the mission. Incurred taxes shall be paid by the BIML;
- f) luggage necessary for the mission and in excess of allowances shall be paid by the BIML, subject to submission of invoices and evidence of payment;

- g) the air and rail companies are selected in accordance with the above-mentioned principles and after due consideration of the list of airlines banned within the European Union;
- h) the accommodation shall take into account the mission order, any accommodations already identified or imposed by the welcoming body, and the nightly rate (specifying whether half-board is included);
- i) a journey for personal motives may be joined to a mission and journey for professional motives. In this case, any extra fare for the journey for personal motives shall not be reimbursed by the BIML to the staff member;
- j) any person may accompany a staff member on a journey, but does so on a personal basis only. No costs incurred for the journey directly attributable to the accompanying person will be reimbursed to the staff member by the BIML. No liability for the accompanying person of a staff member on travel during any journey is incurred by the BIML.

A.4.4 Cancelled journeys

The BIML shall pay for new tickets in the following cases:

- a) if the cancellation of the mission is decided by the Director or by the welcoming body;
- b) if a force majeure event, i.e. unpredictable, irresistible and beyond the control of the staff member prevents him from travelling;
- c) if the flight or journey is canceled by the airline or the rail company;
- d) if the planned connecting flights were rendered impossible by airline or rail company delays.

However, if the need to purchase new tickets originates solely as a result of the behavior of the staff member, the BIML reserves the right to claim reimbursement from the staff member of such tickets.

A.4.5 Use of personal vehicles

Where a mission is within a journey time of eight hours of the BIML, if the staff member wishes to use his own vehicle he shall receive an indemnity per kilometer set out in the circular of the French Republic for the current year.

A.4.6 Mission and non-working days worked

The mission may include weekends if economically justified or needed for the mission's fulfillment. A staff member shall be entitled to compensatory leave for the time accumulated.

A.4.7 Per diem and mission fees

A staff member on a domestic or international mission shall be entitled to a subsistence indemnity per day (per diem). The per diem indicated in the International Civil Service Commission (ICSC) website must be calculated to exclude accommodations as indicated by the values given for each particular location. Refer to <http://icsc.un.org/rootindex.asp>

The per diem may be proportionally reduced for each mission period less than twenty-four hours. Where the catering services are paid by the hotel or the welcoming institution, the per diem shall be reduced by 10 % for breakfast, 20 % for lunch and by 40 % for dinner. If all meals are provided, per diem shall be reduced by 70 %.

The per diem may be paid into the account to which the salaries are paid to the staff member or another account indicated by him. No evidence of expenditures shall be required.

The following mission fees shall be reimbursed, in addition to the per diem, subject to the submission of receipts and a mission report within 30 working days following the day on which the staff member returns from mission:

- a) the fees related to receptions and dinners organized for the mission, if not included in the general fees paid by the BIML before the mission;

- b) registration fees to attend a conference or seminar;
- c) accommodation fees (including breakfast and laundry fees incurred during missions, taking account, where applicable, of the reduction in the per diem detailed above);
- d) transportation fees.

The BIML shall reimburse, upon submission of receipts and a written note to justify expenditures:

- a) expenditure needed for the mission's fulfillment (e.g. communications, internet connections and invitations);
- b) expenditure not listed above and which, due to exceptional circumstances, was required to be paid by the staff member.

Expenses incurred in a currency other than the Euro are reimbursed at the exchange rate on the date of payment of the actual expense. Refer to <http://www.xe.com/ucc/> If paid with a credit card belonging to the staff member, an adjustment may be made, if need be, between the justified expenditures and the actual bank debit, upon submission of the debit memo of the bank holding the staff member's account.

At the discretion of the BIML Director, any staff member who travels frequently may be entitled to a BIML credit card which may be used uniquely to pay for expenses incurred while on his mission work.

Annex 5

Teleworking

A.5.1 Authorization procedure and material organization

A staff member wishing to telework shall submit a written request to the Director for a teleworking trial period. If this is accepted by the Director, the staff member will be required to sign an agreement stipulating

- a) the teleworking location,
- b) the teleworking day(s),
- c) the teleworking hours,
- d) the equipment made available to the staff member by the BIML,
- e) the date the teleworking takes effect,
- f) the duration of the teleworking trial period, and
- g) the date on which the teleworking terminates.

At the end date of the teleworking trial period the Director will determine whether the teleworking agreement will be made permanent. The teleworking agreement may be terminated at any time by the Director, or by the staff member, subject to ten working days' notice. The agreement shall lapse automatically if the teleworking location changes.

The BIML may bear the cost of purchasing computer equipment and software. This computer and software is and shall remain the property of the BIML. The staff member shall ensure that the BIML's equipment made available to him by the BIML shall not be used for any other purpose than the performance of his duties. He shall take all steps necessary to guarantee the security of access to professional data and the confidentiality of information exchanged between him and the BIML.

The staff member shall be responsible for ensuring that the work area at the home complies with all work and safety requirements.

A.5.2 Provisions applicable to staff members authorized to telework

These Regulations also apply to any staff member who is authorized to telework, except as provided below:

- a) the staff member's teleworking location shall be within reasonable commuting time of the BIML office;
- b) regular teleworking shall not exceed two working days per week;
- c) the staff member's working hours shall be the normal working hours indicated by the staff member and on file with the BIML. Any occasional changes to those hours shall be subject to authorization by the Director. Any long-term modification shall be formalized in the teleworking agreement.

On days not worked on the BIML's premises, an accident occurring at the teleworking location and during teleworking hours, and in respect of which the staff member provides proof that the accident occurred as a result of, or in connection with, the performance of duties, shall qualify as a work accident.

Annex 6

Administrative tribunal

The BIML subscribes to the Administrative Tribunal of the International Labor Organization (ILOAT). All fees related to this subscription are paid by the BIML.

The jurisdiction of the International Labor Organization Administrative Tribunal (ILOAT) was recognized by the BIML on 18 November 2010. Information can be obtained at the ILOAT Registry:

International Labor Organization Administrative Tribunal,
4 route des Morillons
CH-1211 Geneva 22,
Switzerland

Web site: <http://www.ilo.int/public/english/tribunal/>

Annex 7

Pension allocation

A.7.1 A staff member is eligible to participate in the general pension system (Régime général) of the French Social Security. The Organization shall pay the contributions that are payable by the employer, and the staff member concerned shall pay the contributions that are payable by the employee.

A.7.2 A staff member who is entitled to the expatriation allowance as described in 10.8.1 may alternatively choose to participate in a Régime spécial of the French Social Security. In this case they shall receive a monthly indemnity equal to the total amount of the employer contributions that the BIML would be required to pay for that staff member to the general pension system of the French Social Security.

An example of this allocation using the levels of contributions for December 2013 is given below:

If the staff member was in the Régime général of the French Social Security pension system and also contributed to the complementary retirement organization (IRCANTEC), the employer's share of the contributions is as follows:

- Assurance vieillesse =
8.40 % of the Social Security "plafond" + 1.60 % of the gross salary,
- IRCANTEC =
3.53 % of the Social Security "plafond" + 11.70 % of the difference between the gross salary and the Social Security "plafond".

A.7.3 Pension rights acquired by a BIML staff member under any previous contract shall continue to be honored according to the rules and regulations of the Staff Regulations in effect during the time of that contract.

Annex 8

Health at work

The BIML, as per requirements of the French Social Security System, subscribes to a service for health at work.

This service provides the BIML with an inspection of its facilities at 11 rue Turgot with respect to the health and safety of the staff members at the BIML. It also provides them with a systematic medical check-up to verify the staff member is able to work and does not encounter any health issues related to working at the BIML.

This service is paid for by the BIML.

Annex 9

Application of these Regulations to the Director and Assistant Director(s)

P = President

D = Director

		Director	Assistant Directors
1.2	Responsibility	P	P
5.2	Notification of appointment	P	P
5.3.2	Confidentiality and communication of personal file	Administrator, Finance	D
5.4	Fitness	P	D
6.2	Probationary period and confirmation of appointment	P	P
6.3	Work performance evaluation during the probationary period	P	P
6.4	Termination of employment during the probationary period	P	P
6.4.1	Termination of employment during the probationary period by the Director	P	P
9.6	Advancement in grade for seniority	P	D
9.6.1	Deferment or absence of advancement for seniority	P	P
9.8.1	Personal objectives	P	D
9.8.2	BIML objectives	P	D
9.9	Performance evaluation	P	D
10.2	Non-accumulation	P	D
10.3	False statements	P	D
10.8.7	Declaration and proof of work accident and occupational disease	P	D
12.1	Working schedule	P	D
12.2	Part-time work	P	D
12.3	Teleworking	Self	D

13.2.2	Calculation of annual leave	Self	D
13.2.3	Annual leave approval	Self	D
13.2.5	Sickness and annual leave	Self	D
13.5	Leave for personal reasons	P	P
13.7	Part-time work following maternity or parental leave	P	D
13.8	Parental leave	P	D
13.10	Sick-leave and cessation of work	P	D
13.15	Family support leave	P	D
13.15.2	Request for family support leave	P	D
13.15.3	Conversion of family support leave into part-time work	P	D
13.15.4	Foreseen date of return from family support leave	P	D
13.16	Therapeutic part-time	P	D
14.1	Duration of non-active status	P	D
15.3	Notice of resignation	P	P
16.1.2	Notification of intention to terminate an appointment	P	P
16.1.3	Confirmation or abandonment of the procedure for termination of appointment	P	P
16.1.5	Exemption from duty during the period of notice	P	P
16.2.2	Notification of intention to terminate an appointment	P	P
16.2.3	Confirmation or abandonment of the procedure for termination of appointment	P	P
17	Medical examination	P	P
18.1.1	Violation resulting from negligence	P	P
18.2	Disciplinary sanctions	P	P
18.4.1	Initiation of disciplinary proceedings	P	P
18.4.2	Suspension with salary during proceedings	P	P
19.1	Initial procedure	P	P
19.2.7	File submitted to the Appeals Committee	P	P
19.2.8	Submissions before the Appeals Committee	P	P
19.2.9	Forms of evidence, investigations and consultation of the personal file before the Appeals Committee	P	P

19.2.10	Meetings and quorum of the Appeals Committee	P	P
19.2.11	Conclusions of the proceedings and deliberations of the Appeals Committee	P	P
19.2.12	Decision of the Appeals Committee	P	P
19.2.13	Items included in the Appeals Committee's decision	P	P
A.3.1	International character of the duties of the BIML's staff members	Self	D
A.3.8	Use of the BIML's properties, premises, name or emblems	P	D
A.3.10	Privileges and immunities	P	P
A.4.1	Mission orders and travel	Self	D
A.4.2	Validation, rejection, postponement	Self	D
A.4.4	Cancelled journeys	Self	D
A.4.7	Per diem and mission fees	Self	D
A.5.1	Authorization procedure and material organization	Self	D
A.5.2	Provisions applicable to staff members authorized to telework	Self	D