

International Organisation of Vine and Wine



INTERNAL RULES

Title III: Staff Status Regulations

Adopted by the Extraordinary General Assembly of 14 October 2005

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Article 40	Object and scope
	<p>These Staff Status Regulations state the fundamental conditions of employment as well as the rights, obligations and duties of the members of the general secretariat of the O.I.V.</p> <p>For the purposes of these Staff Status Regulations, the following definitions apply:</p> <p>(a) “staff member” means any person employed by the Director General, with the exception of consultants, contractors, people engaged especially for conferences or meetings, as well as occasional labour, nor, as a general rule, those whose letter of engagement does not accord the status of staff member.</p> <p>(b) “general secretariat member” means the Director General and all staff members.</p>
CHAPTER I	DUTIES, OBLIGATIONS AND PRIVILEGES
Article 41	International duties
	<p>General secretariat members of the O.I.V perform exclusively international duties. By accepting appointment, they undertake to discharge their duties and to regulate their conduct with the sole interests of the O.I.V in view.</p> <p>In the performance of their duties, the general secretariat members shall neither seek nor accept instructions from any government, or from any other authority outside the O.I.V. They shall neither seek nor accept, from any source whatsoever, directly or indirectly, any material or other benefits which would be incompatible with their obligations towards the O.I.V.</p>
Article 42	Director General’s authority
	<p>Staff members shall be placed under the authority of the Director General who may assign them to any position, with due regard to their qualifications and capacities as well as their experience and the efficient working requirements of the O.I.V.</p>
Article 43	Incompatible activity
	<p>General secretariat members shall not engage in any activity that is incompatible with the discharge of their duties within the O.I.V. They shall avoid any action and, in particular, any kind of public statement which may discredit the international civil service office, or which may go against the integrity, independence and impartiality required by their status. They shall at all times bear in mind the reserve incumbent upon them by reason of their international status.</p>
Article 44	Duty of discretion
	<p>General secretariat members shall exercise the utmost discretion in regard to all matters of official business. They shall not communicate to any person unpublished information known to them by reason of their official position,</p>

	except in the course of their duties or, in the case of staff members, with the authorisation of the Director General. General secretariat members remain bound by this obligation of discretion for a duration of three years following termination of their employment.
Article 45	<i>Honorific distinctions</i>
	<p>Except as hereinafter provided, no staff member shall, during the period of his/her employment, accept any honour, decoration, favour, gift or payment from any government or from any other source outside the O.I.V.</p> <p>However, on an exceptional basis, the Director General may authorise such acceptance provided that such acceptance would not be incompatible with the obligations of the staff member.</p> <p>Furthermore, the Director General may authorise staff members to accept:</p> <ul style="list-style-type: none"> - distinctions and favours in respect of services rendered before appointment; - honours and prizes awarded by educational, scientific or cultural organisations and the acceptance of remuneration for work carried out in spare time, provided that such work does not conflict with the status of an international civil servant.
Article 46	<i>Political activity</i>
	General secretariat members shall not engage in any political activity which is inconsistent with or may reflect upon the independence and impartiality required by the status of an international civil servant.
Article 47	<i>Declaration on acceptance</i>
	<p>On accepting appointment, general secretariat members shall sign the following declaration:</p> <p>"I solemnly undertake to exercise in all loyalty, discretion and conscience the duties with which I have been entrusted in the capacity of international civil servant of the O.I.V, to discharge these duties and regulate my conduct with the sole interests of the O.I.V in view, without seeking or accepting instruction concerning the performance of my duties from any government or authority outside the O.I.V."</p> <p>The declaration made by staff members shall not prevent them from collaborating closely with a government or an institution under the Director General's instructions on a specific matter. The Director General must make a report to the Executive Committee regarding this collaboration.</p>
Article 48	<i>Privileges and immunities</i>
	<p>The immunities and privileges accorded to the members of the general secretariat of the O.I.V, under the terms of articles 11 and 12 of the Agreement relating to the Head Office between the Government of the French Republic and the O.I.V signed in Paris on 20 January 1965 and its successive amendments, are conferred in the interest of the efficient operation of the O.I.V.</p> <p>On no account may these privileges and immunities exempt those persons to whom they are granted from respecting their private obligations or from observing laws and police regulations in force on the French territory. In the event of those privileges and immunities being invoked, the General Assembly or the Director General may consent to waiving them, in accordance with article 13</p>

	of the Head Office agreement.
Article 49	<i>External activity and private interests</i>
(a)	The staff members cannot undertake outside of the O.I.V any regular activity without having obtained the prior written consent of the Director General; they cannot occupy any position incompatible with the achievement of their duties to the O.I.V.
(b)	The staff members cannot occupy any position in an association whose objectives or activities are similar to those of the O.I.V without having obtained the prior written consent of the Director General.
(c)	Any staff member who, in the exercise of his/her official duties, is required to deal with a matter which is connected to a company, association or trade undertaking in which he/she has an interest must inform the Director General of the nature and importance of this interest. The Director General shall make the appropriate decision.
Article 50	<i>Press relations</i>
(a)	Where a staff member intends publishing a book or an article, or making a statement to the press, a conference, a radio or television programme or giving a speech concerning the O.I.V or any International Organisation, he/she must obtain the prior written consent of the Director General.
(b)	This prior written consent must also be sought, where possible, each time that the name of a staff member has to be associated with that of the O.I.V in connection with a book, an article, a conference, a press statement, a radio or television programme or a speech.
(c)	Nevertheless, the provisions of paragraphs (a) and (b) above, excepting publication of a book or article, do not apply to staff members away from the office, in case of emergency, where it is a material impossibility to require written authorisation.
Article 51	<i>Intellectual property rights</i>
	All rights related to work carried out by general secretariat members in the performance of their official duties, be they property rights, copyright or patents, are reserved to the O.I.V.
Article 52	<i>Gifts, payment and favours for external work</i>
(a)	Staff members must obtain the written authorisation of the Director General before accepting a payment or an offer of payment for external employment carried out in spare time even if that employment pre-dates his/her appointment. Such consent shall not be unreasonably withheld.
(b)	Except for the reimbursement of travel expenses, staff members shall not accept without the authorisation of the Director General payment or gifts of any nature, whether it be for press statements, for participation in film production or radio or television programmes, for the drafting of articles or books, for the supply of informational visual material intended for publication, for a conference or any similar appointment, where the contents of the declaration, film, programme, writing or conference have a direct relation with the goals or activities of the O.I.V.
(c)	General secretariat members shall not accept any advantage or favour in cash or in kind from companies or private individuals engaged in or seeking commercial relations with the O.I.V.

Article 53	<i>Financial responsibility of staff members</i>
	Any staff member who, with intention to harm, negligently, or contrary to a statutory, legal or administrative regulation of the O.I.V, causes injury to the O.I.V or binds the O.I.V to a fruitless expense or engagement, may be held financially responsible in addition to the disciplinary measures set out at Chapter IX of these Rules.
Article 54	<i>Hours and duration of work</i>
	The Director General shall establish the working hours of staff members. The normal working week shall be thirty-nine hours. The working week shall be performed in accordance with a schedule established by the Director General. Save as otherwise instructed by the Director General, staff members shall normally work Monday to Friday inclusive. Work on Saturdays, Sundays or public holidays shall be required only in the event of necessity or when such attendance forms part of the normal duties of the relevant staff member.
CHAPTER II	CLASSIFICATION OF POSITIONS AND STAFF
Article 55	<i>Table of positions or jobs</i>
	The Director General shall establish a table of positions or jobs in categories, classes and grades.
Article 56	<i>Staff classification</i>
	The Director General shall make provision for classification of staff according to the nature of the duties and responsibilities required.
Article 57	<i>Classification of positions</i>
	The positions of the general secretariat shall be divided into four categories in accordance with the appendix to the Head Office agreement between the French Government and the O.I.V signed on January 20, 1965 and its successive amendments. These positions are described as classified positions. - Category I includes the Director General; - Category II includes the persons other than the Director General entrusted with duties of coordination and responsibility in fields specific to the administrative or technical activities of the O.I.V. It comprises four classes from II.4 to II.1; - Category III includes the persons entrusted with clerical duties in the administrative or technical activities of the O.I.V. It comprises four classes from III.4 to III.1; - Category IV includes service staff, i.e. persons assigned to the domestic activities of the O.I.V, excepting staff assigned to the service of a staff member of the O.I.V. It comprises a single class.
Article 58	<i>Nature of position and reclassification</i>

(a)	The Director General shall take care that the nature of assigned duties and the level of responsibilities entrusted to each staff member remain compatible with his/her position, as set out in the table referred to at Article 55.																																													
(b)	Any staff member who estimates that the nature of his/her duties or the level of his/her responsibilities is not compatible with his/her position, as set out in the table referred to at Article 55, may present a request to the Director General, following the hierarchical channel, for reclassification of his/her position. Such request shall be presented: <ul style="list-style-type: none"> (i) within two months of his/her appointment to a defined position; (ii) within one month following the annual work evaluation. A response shall be provided to this request within a two month period.																																													
CHAPTER III	REMUNERATION																																													
Article 59	Assessment of remuneration																																													
	Remuneration of staff members shall be established according to the indexed scale, in line with the table of positions or jobs mentioned in article 55, subject to approval of the Executive Committee.																																													
Article 60	Allocations regime																																													
	The Director General shall establish and apply a allocation, indemnity and bonus system in accordance with the decisions of the Executive Committee.																																													
Article 61	Definition of base salary and remuneration																																													
	"Base salary" means the gross monthly salary calculated in accordance with the indexed scale. It shall be paid thirteen times per year to staff members. To the base salary shall be added, for those who benefit from them, the allocations for dependents (article 67), handicapped children (article 68) and housing (article 69), the indemnities for education (article 70) and relocation (article 71) and bonuses (article 72). "Remuneration" means the total of the base salary and the allocation, indemnities and bonuses.																																													
Article 62	Indexed scale																																													
	<p>The base monthly salaries of staff members shall be established by the Director General in accordance with the following indexed scale, expressed in monthly points. The value of the index point shall be set at 10 euros as at the date of commencement of these Staff Status Regulations.</p> <p style="text-align: center;">Category II Grades</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Classes</th> <th>1</th> <th>2</th> <th>3</th> <th>4</th> <th>5</th> <th>6</th> <th>7</th> <th>8</th> </tr> </thead> <tbody> <tr> <td>4</td> <td>291</td> <td>313</td> <td>335</td> <td>358</td> <td>381</td> <td>404</td> <td>428</td> <td>452</td> </tr> <tr> <td>3</td> <td>405</td> <td>429</td> <td>453</td> <td>478</td> <td>503</td> <td>528</td> <td>554</td> <td>580</td> </tr> <tr> <td>2</td> <td>529</td> <td>555</td> <td>581</td> <td>608</td> <td>635</td> <td>662</td> <td>690</td> <td>718</td> </tr> <tr> <td>1</td> <td>663</td> <td>691</td> <td>719</td> <td>748</td> <td>777</td> <td>806</td> <td>836</td> <td>866</td> </tr> </tbody> </table> <p style="text-align: center;">Category III</p>	Classes	1	2	3	4	5	6	7	8	4	291	313	335	358	381	404	428	452	3	405	429	453	478	503	528	554	580	2	529	555	581	608	635	662	690	718	1	663	691	719	748	777	806	836	866
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		Classes	1	2	3	4	5	6	7	8
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		3	181	194	207	220	234	248	263	278
		2	249	264	279	294	309	325	342	359
		1	326	343	360	378	396	414	433	452
		Category IV								
		Grades								
		Single Class	1	2	3	4	5	6	7	8
			163	169	175	182	189	196	204	212
Article 63	Adjustment of remuneration									
	The level of remuneration of general secretariat members shall be the subject of annual adjustment in order to reflect changes in the cost of living in France. The basis of this adjustment shall be the consumer price index established by the I.N.S.E.E. (Institut National de la Statistique et des Etudes Economiques).									
Article 64	Beginning salary									
	Each new staff member shall be placed at the first grade of the class assigned to his/her position, unless the Director General considers that his/her experience and his/her capacity to exercise his/her duties justify a higher base salary.									
Article 65	Overtime									
(a)	When the requirements of service necessitate it, the staff members may be called upon by their superiors to work beyond normal working hours.									
(b)	"Overtime" means any period of work over and above the working week, which shall be considered, for the purposes of overtime, as being thirty-nine hours.									
(c)	Members in category II who are called upon to work overtime do not have a right to compensation. However, when the requirements of service allow it and subject to the approval of the Director General, these staff members may benefit from an authorisation of absence if they are called upon to work in a repeated manner over and above their normal schedule.									
(d)	Members in categories III and IV who are called upon to work overtime benefit from compensation at a rate of one hour and 15 minutes per hour of additional work up to forty-eight hours overtime and at a rate of one hour and thirty minutes thereafter or where the overtime occurred on a Saturday, Sunday or public holiday. However, an isolated period of less than one additional working hour will not be taken into account. Compensation shall be granted, insofar as possible, in the form of leave which must be taken before the end of the third month following that in which overtime was worked. If compensatory leave cannot be granted because of the requirements of service, overtime shall be the subject of a payment on the following basis: <ul style="list-style-type: none"> - beyond the normal duration of work of thirty-nine hours per week and until forty-eight hours inclusively, the hourly base salary shall be raised by 25%; - beyond forty-eight hours per week, or where the overtime occurs on a Saturday, Sunday or public holiday, the hourly base salary shall be raised by 									

	50%. (to draft as proportionately 20% more)
(e)	For part time staff members, any period of work more than the period set in their contract and less than the working week of thirty-nine hours shall not be considered as overtime and shall be compensated on the basis of an hour's leave for an hour worked or remunerated on the basis of the normal hourly base salary.
(f)	Staff members shall be called upon to work Saturdays, Sundays and public holidays only during meetings and conferences of the O.I.V or in exceptional circumstances.
Article 66	<i>Allocations, indemnities and bonuses</i>
(a)	Staff members shall be entitled, where applicable, to the following allocations and indemnities: - allocation for dependent children; - allocation for handicapped children; - indemnity for education; - allocation for housing; - indemnity for relocation and travel expenses.
(b)	Staff members shall notify the Director General of any change of situation which modifies their admissibility for any of the allocations or indemnities at articles 67 to 71.
(c)	General secretariat members may also receive bonuses.
Article 67	<i>Allocation for dependent child(ren)</i>
(a)	For the purposes of this Regulation, the following shall be considered dependent children: (i) Any unemployed child, eighteen or younger, for whom a staff member ensures the principal and continuous maintenance and who is the child of the staff member, his/her spouse or who has been legally adopted. (ii) Any child fulfilling the conditions at the preceding subparagraph (i) and who, being between eighteen and twenty-five, is continuing his/her studies full-time in a recognised educational establishment.
(b)	This allocation shall be set, in the method of its attribution and in its amount, by the Director General. It shall be paid monthly, per child, in due proportion to the time worked by the staff member.
Article 68	<i>Allocation for handicapped child(ren)</i>
(a)	For the purposes of these Staff Status Regulations, the following shall be considered as handicapped children, any child afflicted with a serious and permanent infirmity requiring specialised care, special monitoring or specialised education and/or training, which is not available free of charge. Serious and chronic impairment of physical and/or mental capacity, confirmed by a medical certificate, shall be the criterion for admissibility to the within provision.
(b)	Any staff member having the care of a handicapped child shall be entitled to an allocation for handicapped children whatever the age of the child. This allocation shall be set, in the method of its attribution and in its amount, by the Director General. It shall be paid monthly, per child, in due proportion to the time worked by the staff member and taking into account, where applicable, any equivalent allocation(s) paid by any comparable regime.
Article 69	<i>Indemnity for education</i>

(a)	Staff members who had had their official home outside of France for at least twelve months, at the time of their recruitment, may benefit from an indemnity for education to take into account the possible difficulties caused by geographical distance or the linguistic adaptation of their dependent children (within the meaning of article 67(a) of these Staff Status Regulations) who attends a school, university or similar recognised teaching establishment full-time. This indemnity shall be set, in the method of its attribution and in its amount, by the Director General.
(b)	This indemnity shall take effect from the time when the child starts attending a primary educational establishment and it shall expire when the child finishes his/her fourth year of full time study following secondary education. It shall expire, at the latest, at the end of the school year during which he/she reaches the age of twenty-five years.
Article 70	<i>Allocation for housing</i>
	The housing allocation aims to partially cover the costs incurred by reason of the necessity of living in Paris, or in the Parisian region, for staff members who are not nationals of the country where the O.I.V has its headquarters and who had not lived there during the twelve months leading up to their appointment to a fixed term or temporary appointment. This allocation shall not be more than 25% of the monthly gross base salary corresponding to the index point 433 and shall be set, in the method of its attribution and in its amount, by the Director General.
Article 71	<i>Indemnity for relocation and travel expenses</i>
(a)	The relocation indemnity aims to partially cover by a flat rate payment the costs incurred by reason of the relocation to and installation in Paris, or in the Parisian region, of staff members located outside of that area at the time of their appointment to a fixed term appointment. This indemnity shall be set at one tenth of the annual gross remuneration and shall be paid with the first monthly remuneration.
(b)	To this flat rate indemnity shall be added, for those staff members whose official home is not located in the Ile-de-France region at the time of their employment, are entitled, on presentation of all receipts, to reimbursement of the travel expenses for them and their family members. Family member means spouse and/or dependent children of the staff member living under the same roof.
(c)	The travel expenses envisaged in the present article include: <ul style="list-style-type: none"> - the price of the transport, accomplished by the shortest and most economic route; - the price of the transport of personal effects to a maximum amount of one month gross remuneration.
(d)	If the employment of a staff member is terminated during the probationary period, or in the event of resignation before the end of the second year of service, the Director General shall demand, save in exceptional circumstances, that he/she refund to the O.I.V the totality of the relocation indemnity paid and travel expenses reimbursed.
Article 72	<i>Bonuses</i>
	The Director General may grant bonuses to staff members taking into account their involvement in O.I.V activities. The budgetary provision for bonuses shall be limited to 10% of the total of the gross base salaries paid to all staff members over a year.

Article 73	Benefits in kind
	<p>The O.I.V shall reimburse 50% of the costs of public transport (2nd class rate), subscribed to by staff members, for their transport from their home to their place of work, within the Parisian region.</p> <p>The O.I.V shall contribute 50% of the face value of those restaurant tickets which may be purchased by staff members up to a limit of one restaurant ticket per day worked.</p>
Article 74	Staff method of taxation
	<p>The method of taxation of the general secretariat members belonging permanently to categories I, II and III, such as they are defined by article 57 of these Staff Status Regulations, is set by article 11 of the aforementioned Head Office agreement between the French Government and the O.I.V, signed on January 20, 1965 and its successive amendments.</p>
Article 75	Payment methods
(a)	<p>Remuneration due by the O.I.V to staff members shall be paid monthly in arrears, before the end of the month, to their bank account, unless the Director General accepts another payment method.</p>
(b)	<p>The Director General shall deduct from the total monthly payment due to each staff member:</p> <ul style="list-style-type: none"> (i) a contribution to a pension fund; (ii) a contribution to French Social Security or any other insurance subscribed to by the O.I.V; (iii) the amount of debts or other sums that he/she owes to the O.I.V on the basis of these Staff Status Regulations.
Article 76	Currency of payment
	<p>Remuneration due by the O.I.V to general secretariat members shall be paid in the currency which is legal tender in France.</p> <p>If it is necessary to convert one currency to another to determine the amount of a payment, this conversion shall be carried out according to official exchange rates at the date of completion of the payment.</p>
Article 77	Instalments, loans and assistance
	<p>Staff members may obtain, on an exceptional basis and in the discretion of the Director General, their remuneration by instalment, up to half of the total payable amount for the month underway.</p> <p>Staff members may obtain, on an exceptional basis and in the discretion of the Director General, loans, either interest-bearing or not, or special assistance if they have pecuniary difficulties by reason of an accident, a disease or a serious family situation. The amount of these loans cannot in any case exceed two months of net remuneration.</p>
Article 78	Recovery of undue payments

(a)	<p>The O.I.V shall recover all payments made by error to general secretariat members. However, except for cases where bad faith of the relevant general secretariat member is established:</p> <ul style="list-style-type: none"> (i) the right of the O.I.V to recover shall be limited to two years after the date of the payment of the undue money or, in the case of a series of payments of undue money, two years after the date of the last payment; (ii) the recovery of undue money paid in a series shall be limited to the amount of the undue money paid during the twelve months immediately preceding the last payment.
(b)	<p>Save where otherwise agreed, reimbursement shall be carried out in the form of deductions, during a period not exceeding twelve months, from payments due to the relevant general secretariat member(s), monthly or otherwise.</p>
CHAPTER IV	RECRUITMENTS, PROMOTIONS AND TRANSFERS
Article 79	<i>Written engagement</i>
	<p>As stated in article 3.4 of the Agreement of 3 April 2001, staff members shall be recruited by the Director General. When an applicant is appointed, terms of appointment shall be notified to him/her in writing by the Director General.</p>
Article 80	<i>Non discrimination</i>
	<p>Recruitment, promotion and transfer of staff members shall occur without distinction as to race, sex, religion, political opinion or disability. In appointing, transferring or promoting staff members, and in renewing appointments, the Director General shall aim at securing the highest standards of efficiency, competency and integrity.</p>
Article 81	<i>Geographic position spread</i>
	<p>Subject to the terms of article 80, the Director General shall ensure as equitable a distribution of positions between nationals of Member States of the O.I.V as possible, particularly among those in senior positions.</p>
Article 82	<i>Nature of the appointment</i>
	<p>Staff members shall be granted either temporary, fixed term or permanent appointments.</p>
Article 83	<i>Medical standards</i>
	<p>The Director General shall lay down medical standards for candidates for appointment and for staff members. To this effect, the Director General shall appoint a medical practitioner qualified in occupational medicine.</p>
Article 84	<i>Recruitment procedure</i>
	<p>The recruitment of O.I.V staff members shall be an open and transparent procedure.</p> <p>A vacancy notice shall be issued for each appointment, describing the position and the duties and responsibilities attributed to it, the profile and competencies sought, the category of the position, the commencement date, the location of the position and information concerning the remuneration and tax regime.</p> <p>Save in case of urgency, vacancy notices shall be advertised on the O.I.V</p>

	website and communicated to Executive Committee and Scientific and Technical Committee members, at least four months prior to the closing date in the case of category II positions and two months prior to the closing date in the case of category III positions.
Article 85	Nationality – official home
(a)	For the purposes of application of these Staff Status Regulations, each staff member shall be entitled to only one nationality; if several States recognise a staff member as a national, the relevant staff member shall be regarded as a national of the country with which he/she establishes, in a way considered to be convincing by the Director General, that he/she has the closest links.
(b)	The State where a staff member has his/her official home shall be determined, at the time of appointment, in accordance with these Staff Status Regulations in force at the time. This State shall normally be that of which the relevant staff member is a national within the meaning of paragraph (a) above, and the place of his/her official home in this country shall be the place where he/she had his/her principal attachment at the time of his/her last stay in the aforementioned State.
(c)	Notwithstanding the provisions of paragraph (b) above: (i) Any staff member may declare that his/her official home has changed, subject to furnishing proof of it by providing all relevant precision such as the date and circumstances of his/her change of residence, family bonds, commitments entered into by his/her last employer, incidences of war or political upheaval, inscription of the relevant staff member on the electoral rolls and/or the place where his/her goods, furniture and real estate are located. The Director General, after examination of the evidence produced by the relevant staff member in support, finally determines the location of the official home of the staff member in question. (ii) When a staff member is not a national of the country where his/her place of employment is located, but has resided there for at least twelve months at the time of his/her appointment, and was not entitled, if he/she was employed at the time, to either an allowance for employment abroad or to repatriation, his/her official home shall be regarded as being located in the country of employment. (iii) When a staff member acquires the nationality of the country where his/her place of employment is located, his/her official home shall be regarded as being located in the country of employment.
Article 86	Restrictions as regards appointment
(a)	No appointment may be offered to a candidate who is the spouse or the close relative of a general secretariat member (father, mother, son, daughter, brother or sister). However, such a candidate may be recruited if it is impossible to recruit a person as sufficiently qualified, but, in that case and insofar as possible, he/she may not be appointed to the same section as his/her spouse or close relative.
(b)	Any candidate for a position in category II shall have a university degree or equivalent experience and shall prove that he/she has a good knowledge of two of the official languages of the O.I.V.
(c)	Any candidate for a position in category III shall prove that he/she has a thorough knowledge of one of the official languages of the O.I.V and a sufficient knowledge of at least another of these languages.

Article 87	<i>Contract of employment of staff members</i>
(a)	Any candidate appointed to a position shall receive a letter of appointment signed by the Director General, or by his/her authorised representative, where the terms of appointment are specified. The terms shall include provision for a probationary period and for the period of notice of termination required and shall specify the title and character of the position to which the relevant staff member is appointed.
(b)	The letter of appointment shall be accompanied by a copy of these Staff Status Regulations, as well as a copy of the declaration to be read and signed pursuant to article 47 of these Staff Status Regulations.
(c)	By accepting appointment, the candidate certifies in writing that he/she has read these Staff Status Regulations, and that he/she accepts them.
(d)	The letter of appointment and enclosures, and the letter of acceptance, accompanied by the aforementioned declaration, duly signed, constitute the staff member's contract of employment.
Article 88	<i>Effective date of appointment</i>
	The appointment of a staff member takes effect from the date when he/she begins his/her duly authorised voyage to begin his/her position or, if he/she were already on site, from the day when he/she assumes his/her duties.
Article 89	<i>Temporary appointment</i>
(a)	A temporary appointment is an appointment for an uninterrupted period of less than one year and finishing on the date indicated in the letter of engagement.
(b)	A temporary appointment may, in the discretion of the Director General, be prolonged once, for a period not exceeding the original term of the appointment, or transformed into a fixed term appointment. It does not, however, give the right to its holder to such a prolongation or transformation. Save where prolonged or transformed, the appointment shall expire on the set date, without notice or indemnity.
(c)	Staff members engaged on a temporary basis shall complete a probationary period of: <ul style="list-style-type: none"> (i) fifteen days if the period of their employment is equal or lower than three months; (ii) one month if the period of their employment exceeds three months but is less than six months; (iii) two months if the period of their employment exceeds six months.
Article 90	<i>Fixed term appointment</i>
(a)	A fixed term appointment is an appointment for a continuous period which cannot be less than one year and which is generally three years. It shall finish at the date set in the letter of engagement.
(b)	It may be prolonged, renewed or, where applicable, transformed into a fixed term appointment, in the discretion of the Director General, however, it does not give its holder any right to a prolongation, renewal or transformation. Save where prolonged, renewed or transformed, this appointment shall expire on the set date, without notice or indemnity.
(c)	A fixed term staff member shall complete a three month probationary period.
Article 91	<i>Permanent appointment</i>

(a)	A permanent appointment is an appointment with no expiry date.
(b)	A permanent staff member shall complete a six month probationary period for a category III position and a twelve month probationary period for a category II position.
Article 92	<i>Probationary period</i>
	The duration of the probationary period is specified by articles 89, 90 and 91 above. At the end of the probationary period, the Director General may: <ul style="list-style-type: none"> - confirm the appointment; - in exceptional circumstances and with the agreement of the staff member, prolong the probationary period for a new period no longer than the first period; - put an end to the appointment of the staff member.
Article 93	<i>Information requested from staff members</i>
	At the time of appointment, staff members shall provide the information necessary so as to determine his/her situation under these Staff Status Regulations and to take the necessary administrative measures with regard to his/her appointment. This information shall relate in particular to the following points: nationality, passport and visa, situation and dependents and elements to be considered in determining the location of the staff member's official home. Staff members shall also advise the Director General immediately and in writing any subsequent change in these particulars.
Article 94	<i>Medical Examinations</i>
(a)	All appointments are made subject to the condition that a doctor appointed by the Director General certifies that the relevant staff member is physically fit to discharge his/her duties.
(b)	When a staff member is employed by the O.I.V beyond the age of sixty five, he/she shall undergo at the beginning of each year of service a medical examination by a doctor appointed by the Director General.
Article 95	<i>Professional File</i>
	All documents relating to the employment of a staff member shall be kept in a personal file that the relevant staff member may consult on request.
Article 96	<i>Review of staff members</i>
(a)	A review shall be done in respect of each staff member, before the end of the probationary period and every year thereafter. The Director General shall set the manner of any meetings and of the review. The power of review shall remain with the Director General. Notwithstanding, he/she may designate certain persons to propose the review of staff members.
(b)	Each staff member shall be entitled to discuss with his/her senior in rank any review relating to him/her, done pursuant to paragraph (a) above. He/she shall then sign the review, thus indicating that he/she acknowledges it.
(c)	Each staff member shall be entitled to submit, for the record, comments on his/her review. He/she shall submit his/her written comments, by the intermediary of his/her senior in rank, no more than five working days after having signed the review. These comments shall be filed in the personal file of

	the relevant staff member together with the review to which they refer.
(d)	If, in these comments, the relevant staff member wishes to dispute an appraisal contained in a review, he/she shall attach a concise summary of his/her objections to the review and the facts and conclusions on which it is based. In that case, the Director General shall have ten working days after receipt of this summary to resolve the problem so that the relevant staff member withdraws his/her dispute in writing. Failing resolution, the Director General shall bring the matter as soon as possible before the Steering Committee. The decision of this Committee shall be notified in writing to the relevant staff member by the Director General.
Article 97	Promotion
(a)	"Promotion" means the decision by the Director General to authorise progression to a higher category or, within a same category, to a higher class.
(b)	A staff member granted a promotion shall be placed at the grade of a new class which delivers an increase in base salary of at least the amount of the grade to which he/she would have progressed in his/her former class. This guaranteed increase shall also be applicable to a category change.
Article 98	Progression between grades
(a)	A progression between grades inside each class shall normally be granted every two years.
(b)	Progression between grades may be brought forward if the services of the relevant staff member are particularly satisfactory. It may on the contrary be deferred or refused if the services of the relevant staff member were unsatisfactory.
(c)	Progression between grades may also be deferred, by way of disciplinary measure, in accordance with article 128.
Article 99	Evolution of the payroll
	During the presentation of the budget, the Director General shall present all elements pertaining to the evolution of the payroll.
CHAPTER V	LEAVE
Article 100	Annual leave
	Staff members shall be granted annual leave in accordance with a system determined by the Director General.
Article 101	Official home leave
	Eligible staff members shall be granted official home leave once every two years.
Article 102	Special leave
	Special leave may be authorised by the Director General in exceptional cases.
Article 103	Public holidays
	Staff members are entitled each year to leave at the time of the French bank holidays in addition to annual leave.

Article 104	Duration of annual leave
(a)	Staff members are entitled to six weeks paid annual leave, i.e. thirty working days, for each twelve months of full-time employment, and proportionally as concerns part time employment.
(b)	If appointed or terminated during the course of the year, the length of paid annual leave shall be proportional to the period of actual employment.
(c)	Annual leave must include at least one consecutive two week period and shall be taken according to an approved leave plan established taking into account foreseeable employment requirements. However, if employment requirements permit, leave may be taken on different dates from those in the approved leave plan.
(d)	Notwithstanding the provisions of paragraph (c) above, the dates on the approved leave plan may be modified in the event of urgency.
(e)	Staff members may and are recommended to take their leave during the calendar year giving entitlement to it. A deferral of leave beyond 31 May of the following calendar year may, however, be authorised by the Director General.
(f)	Any staff member may, in the discretion of the Director General, obtain up to two weeks anticipated annual leave.
(g)	Any staff member on annual leave may be recalled in the event of urgency.
(h)	Any staff member who, by reason of employment obligations, did not take the entire annual leave to which he/she was entitled shall receive by way of compensation, when his/her duties end, the remuneration envisaged in these Staff Status Regulations, up to thirty working days maximum.
(i)	The O.I.V shall be entitled to recover, from any staff member who took anticipated annual leave over and above that to which he/she subsequently became entitled, when his/her duties end, the remuneration paid to him/her for the corresponding period.
Article 105	Special leave
	The Director General shall set the conditions in which he/she may grant exceptional paid leave for pressing matters, in particular of a private nature. The Director General may grant, for valid reasons, unpaid leave.
Article 106	Official home leave
	Staff members who are not French nationals or permanent residents in France are entitled to a return trip in economy class, Apex or equivalent. This entitlement shall be available to such general secretariat members and their spouse and dependent child(ren) at the expense of the O.I.V to the official home of the general secretariat member, at the end of each completed 24 month period. The necessary travel time for such trip shall not be considered in the calculation of paid leave.
Article 107	Unauthorised absence
	Any unauthorised and unjustified absence shall make the relevant staff member liable for the disciplinary measures envisaged in chapter IX of these Staff Status Regulations.
CHAPTER VI	SOCIAL SECURITY AND RETIREMENT
Article 108	Social protection

	General secretariat members shall benefit from a health scheme, established in accordance with the provisions of article 12.1 B of the Head Office agreement, with the joint agreement of the O.I.V and the competent French authorities.
Article 109	Retirement scheme
	General secretariat members shall contribute to a retirement benefits fund. Staff members shall contribute to an unemployment benefits fund.
Article 110	Medical care
	The protection of the health of general secretariat members shall be ensured by their participation in an insurance regime, the subject of agreements with French Social security and by way of complementary insurance, with an insurance company offering all guarantees.
Article 111	Sick leave
(a)	Any general secretariat member absent for health reasons for more than three consecutive working days must, by the fourth day at the latest, obtain a medical certificate by his/her treating doctor specifying that he/she is, for health reasons, unable to carry out his/her duties and indicating the probable duration of his/her absence. This certificate shall be delivered to the O.I.V without delay. If the break from work is prolonged beyond the indicated date, the relevant general secretariat member must, by that date at the latest, deliver a new medical certificate.
(b)	Any general secretariat member who, after having taken during the same year, counted from the 1 st January, seven working days as sick leave without providing a medical certificate, takes more sick leave before the end of the aforementioned year without providing a medical certificate, shall have that additional sick leave deducted from his/her annual leave or counted as unpaid leave.
(c)	A general secretariat member on sick leave shall have his/her remuneration maintained for a period not exceeding six months in the course of the same year, nor extending beyond the end date of the contract. Beyond this period, leave at half remuneration may be granted for a new six month period, without extending beyond the end date of the contract.
(d)	Extended sick leave The employment contract of a general secretariat member who is not able to return to employment, after using all of the leave to which he/she is entitled under the terms of paragraph (c) above, may be terminated
Article 112	Maternity leave
(a)	Any general secretariat member who, at the expected birth date, has completed at least twelve months of continuous service shall be entitled to maternity leave with full remuneration included on presentation of a certificate signed by a duly qualified doctor declaring that birth will probably occur within six weeks.
(b)	At the request of the relevant general secretariat member, the Director General may allow maternity leave to commence less than six weeks, but not less than four weeks, before the probable date of birth. Maternity leave shall cover a sixteen week period from the date on which it is granted, being understood that it includes in all cases at least the six weeks which follow birth.
Article 113	Benefits in the event of illness, accident or death associated with the performance of official duties

(a)	In the event of illness, accident or death associated with the performance of official duties, general secretariat members shall be entitled to the refund of all medical, pharmaceutical and surgical expenses, of reasonable hospitalisation and care, as well as the refund of travel expenses which he/she incurs to obtain suitable care and of expenses resulting from the purchase and normal replacement of necessary prosthetic and/or orthopaedic apparatus. He/she shall be further entitled, during absence from employment because of his/her incapacity, to the remuneration to which he/she would have been normally entitled as well as annual increases.
(b)	In the event of death of a general secretariat member resulting from an illness or accident covered by this article, the O.I.V shall be liable for, in addition to the indemnity at article 124, all expenses incurred, and, in particular, reasonable funerary expenses.
(c)	The benefits at paragraphs (a) and (b) of this article shall be covered by the insurance policies which the O.I.V will have taken out for this purpose.
(d)	None of the benefits at paragraphs (a) and (b) of this article will be granted where the illness, accident or death of the general secretariat member was caused by his/her own intention.
Article 114	Pension insurance
(a)	General secretariat members shall benefit from French Social Security pension insurance pursuant to agreements entered into in accordance with the provisions of article 12.1.b) of the Head Office agreement signed on 20 January 1965 and its successive amendments.
(b)	In addition to pension insurance, general secretariat members shall contribute to one or more supplementary pension fund(s) subscribed to by the O.I.V under conditions set by the Director General.
CHAPTER VII	TRAVEL EXPENSES
Article 115	Mission authorisation
	Any participation in a mission outside of the O.I.V headquarters shall be subject to the prior authorisation of the Director General and the preparation of a mission statement.
Article 116	Route and means of transport
(a)	Any mission or travel at the expense of the O.I.V shall be carried out according to the route, by the means of transport and in the class prescribed by the Director General.
(b)	In general, the most direct route and the most economic means of transport shall be specified, unless it can be established, in a way considered to be convincing by the Director General, that another route or another means of transport is in the interests of the O.I.V.
(c)	Travel by private car may be authorised, at the request of the relevant staff member, as prescribed by the Director General and provided the relevant staff member is guaranteed by a vehicle insurance policy against all damage or loss to the car as well as to occupants or third party goods, including third party occupants.
Article 117	Mission expenses
	Staff members travelling in the service of the O.I.V, pursuant to the terms of a mission statement, are entitled to the refund of their travel and mission

	expenses on presentation of proof of costs incurred.
CHAPT. VIII	TERMINATION OF SERVICE
Article 118	<i>Termination on the initiative of the Director General</i>
	The Director General may terminate the employment of a staff member in accordance with his/her contract of employment or at any other time, if either the necessities of the department require abolition of the position or reduction of the staff, or if the services of the relevant staff member cease to be satisfactory or if he/she is unable to fulfil his/her functions for health reasons.
Article 119	<i>Other reasons</i>
	The Director General may also, giving his reasons therefore, terminate the employment of a staff member: (a) if the conduct of the relevant staff member indicates that he/she does not meet the high standards required by Chapter I of these Staff Status Regulations; (b) if facts prior to the appointment of the relevant staff member and relevant to his/her suitability and which reflect on his/her present integrity come to light, which, if they had been known at the time of his/her appointment, should have precluded his/her appointment.
Article 120	<i>Termination procedure</i>
(a)	When the Director General terminates a contract of employment in accordance with articles 118 or 119, the relevant staff member shall be given the notice provided for in the said contract of employment and he/she shall be eligible for all indemnities due to him/her, in accordance with article 60 and without prejudice to his/her acquired rights.
(b)	Termination of an appointment by the Director General must be notified to the relevant staff member, in writing, specifying the reasons for the termination.
(c)	If notice is not given, the Director General may decide that the staff member whose employment is terminated shall receive an amount equivalent to his/her remuneration corresponding to the period of the notice.
(d)	Notice of termination shall not be required when a fixed term appointment comes to an end, during the probationary period or following dismissal.
Article 121	<i>Compensation for job loss</i>
(a)	Save in case of dismissal or termination in accordance with article 119 or where a position of the same rank within the O.I.V is refused, a staff member shall be entitled to compensation for job loss.
(b)	The amount of the compensation for job loss, in the cases envisaged in the preceding paragraph, shall be calculated in the following way: (i) at the time of termination of a temporary appointment, compensation shall be paid of one sixths gross monthly remuneration, for each month of remaining service, up to an amount of one times gross monthly remuneration; (ii) at the time of termination of a fixed term appointment, after up to three years of service, compensation shall be paid of one sixths gross monthly remuneration for each month of remaining service, subject to a minimum of one times and a maximum of three times the gross monthly remuneration; (iii) at the time of termination of a permanent appointment after at least two

years service or of a fixed term appointment after at least three years of service, compensation shall be paid according to the following scale:

Years of service	Compensation (gross monthly remuneration multiplied by)	
	Permanent appointment	Fixed term appointment
2	3	
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	9,5	9,5
11	10	10
12	10,5	10,5
13	11	11
14	11,5	11,5
15 or more	12	12

(c) The amount of remuneration used to determine compensation for job loss shall be that paid to the staff member at the official date on which he/she ceases functions.

Article 122 Resignation

(a) A staff member may resign from his/her duties by giving to the Director General notice at least equal to that envisaged by the letter of appointment (article 87).

(b) If the resignation occurs during the probationary period, the notice shall be ten days for a staff member engaged on a temporary basis and one month for a staff member engaged on a fixed term or on a permanent basis.

(c) The Director General may, in his/her discretion, accept the resignation after a shorter notice period than that indicated in subparagraphs (a) and (b) above and may also reduce or waive the notice period, adjusting the payment for the reduced or waived period.

Article 123 Retirement

Staff members shall not be employed by the O.I.V beyond the age of sixty five. The Director General may however, if he/she considers it necessary in the interests of the O.I.V, authorise the extension of this limit in specific cases.

An indemnity shall be paid to general secretariat members who leave the O.I.V to enter retirement and shall be paid according to the following scale:

Years of service	Indemnity (gross monthly remuneration multiplied by)
at least 3	1.5
" " 4	2
" " 5	2.5
" " 6	3
" " 7	3.5
" " 8	4

	" " 9	4.5
	" " 10	5
	" " 11	5.5
	12 or more	6
Article 124	Death indemnity	
(a)	In the event of death of a general secretariat member after at least three years service, lump sum compensation, set at six months gross monthly remuneration, shall be paid in equal parts to the spouse and dependent(s) of the general secretariat member.	
(b)	No payment shall be made on this basis where the staff member leaves neither spouse nor dependent(s).	
Article 125	Certificate of service	
	Any staff member who desires it shall receive from the Director General on written request, at the time he/she leaves the O.I.V, a certificate indicating the nature of his/her duties and the duration of his/her services. This certificate may contain, upon the express request of the relevant staff member, an appraisal of his/her work and his/her conduct.	
Article 126	Repatriation bonus	
(a)	<p>Any staff member, who has completed at least one uninterrupted year of service, outside his/her official home, shall be entitled, at the time of termination of employment, to reimbursement of travel expenses for the staff member and for his/her family members, on presentation of proof of payment.</p> <p>Family member means spouse and/or dependent children of the staff member living under the same roof.</p> <p>The travel expenses envisaged in the present article include:</p> <ul style="list-style-type: none"> - the price of the transport, accomplished by the shortest and most economic route; - the price of the transport of personal effects to a maximum amount of one month gross remuneration. <p>Any staff member who has completed at least nine years of uninterrupted years of service, outside his/her official home, shall be entitled, at the time of termination of employment, to a repatriation bonus set at:</p> <ul style="list-style-type: none"> - 3 months gross monthly remuneration for any staff member not having a spouse or dependent(s) at the time of termination of employment; - 5 months gross monthly remuneration for any staff member having a spouse or dependent(s) at the time of termination of employment. 	
(b)	Staff members who resign their position, who are dismissed or whose duties end in accordance with article 119 shall not be entitled to reimbursement of travel expenses or to a repatriation bonus.	
(c)	In the event of death of a staff member entitled to the repatriation bonus, such bonus shall be paid in equal parts to his/her spouse and dependent(s). No payment shall be made for this reason when the deceased staff member leaves neither spouse nor dependent(s).	

(d)	Payment of the repatriation bonus shall be subject to the production by the former staff member or, in the event of death, by his/her surviving spouse and dependent(s), of proof considered to be acceptable by the Director General, of his/her (or their) removal to their official home.
CHAPTER IX	DISCIPLINARY MEASURES
Article 127	<i>Failure in professional duties</i>
	Those staff members who fail in their professional duties shall be liable to disciplinary action in accordance with the seriousness of their offence.
Article 128	<i>Disciplinary action</i>
	The Director General shall apply the following disciplinary measures: (a) warning; (b) reprimand; and (c) adjournment of within grade increase. The following disciplinary measures: (d) temporary suspension without remuneration; (e) demotion; (f) dismissal; shall be proposed by the Director General to the Steering Committee who shall rule after having heard the staff member. During this hearing, the staff member may have assistance.
Article 129	<i>Application of disciplinary action</i>
(a)	Before a disciplinary measure, other than a warning, is taken, a justifiable proposal to do so shall be communicated in duplicate to the relevant staff member by the Director General. After having initialled it, the staff member shall return a copy within eight day of receipt, attaching such observations as he/she may wish to add.
(b)	Where the decision to take disciplinary action was made either by the Director General or by the Steering Committee, such disciplinary measure shall be communicated in duplicate by the Director General to the relevant staff member who shall return one copy after initialling it. In the event of a warning, the staff member may, if he/she wishes to, add his/her observations.
(c)	Any disciplinary measure taken against a staff member must appear in the personal file of the relevant staff member envisaged by article 95 of these Staff Status Regulations. In the event of a warning or reprimand, all reference thereto in the file shall be removed after a period of three years if no disciplinary action has been taken in the intervening period.
Article 130	<i>Suspension throughout investigation</i>
	In the event of serious fault (theft, violence), or where there is sufficiently strong suspicion of serious fault, by a staff member, and where the interests of the O.I.V might suffer from his/her maintenance in duties, the Director General may suspend his/her duties until a final decision has been made, with remuneration, without it affecting his/her acquired rights.
CHAPTER X	APPEALS
Article 131	<i>Conciliation procedure</i>

	<p>Any general secretariat member, who considers that action taken against him/her conflicts with the provisions of these Staff Status Regulations or with the terms of his/her letter of appointment, may request that the matter be re-examined.</p> <p>If the dispute cannot be resolved internally, the parties may agree that the case be submitted to an independent person, designated by the President of the Administrative Tribunal of the International Labour Organisation (ILO), to recommend a solution to the case. This person may hear the parties as well as the witnesses.</p>
Article 132	<i>Dispute resolution</i>
	<p>Any litigation between the O.I.V and a general secretariat member, concerning the application of provisions of these Staff Status Regulations or his/her letter of appointment, which cannot be resolved on the application of article 131, shall be submitted for final decision to the Administrative Tribunal of the ILO, in accordance with article 11.5 of the statutes of that Tribunal, if the Governing Body of the ILO is in agreement therewith.</p>
Article 133	<i>Application to the ILO</i>
	<p>General secretariat members may only apply to the Administrative Tribunal of the ILO, in accordance with the provisions of the statutes of that Tribunal, after having exhausted the procedure at article 131.</p>
CHAPTER XI	FINAL PROVISION
Article 134	<i>Date of commencement</i>
	<p>These Staff Status Regulations shall come into effect on 1 January of the year following their adoption by the General Assembly.</p> <p>The provisions of the preceding Regulations dated 4 September 1958 shall be repealed as soon as these Staff Status Regulations come into effect.</p>
Articles 135 to 139	<i>Reserved</i>

Annex 1

Table of positions or jobs, set out in Article 55

Category	Position
I	Director General
II	<i>Persons entrusted with duties of coordination and responsibility in fields specific to the administrative or technical activities of the OIV</i>
	Assistant to the Director General
	Scientific and Technical unit managers
	Specific department managers
III	<i>Persons entrusted with clerical duties in the administrative or technical activities of the OIV</i>
	Accounting
	Documentation
	Publications
	Translator
	Secretary
	Internal services
	Logistics
IV	<i>Service employees</i>
	Upkeep and cleaning

Allocation for dependent children, set out in Article 67

Staff members shall be eligible for an allocation for dependent children in accordance with Article 67.a of the Staff regulations.

The amount is set at 100 euros for each dependent child from the date of commencement of these Staff regulations. This amount shall be adjusted in accordance with Article 63 of the Staff regulations.

This amount shall be paid monthly, per child, in due proportion to the time worked by the staff member.

Allocation for handicapped children, set out in Article 68

Staff members shall be eligible for an allocation for handicapped children in accordance with Article 68.a of the Staff regulations.

The amount is set at 200 euros for each dependent child from the date of commencement of these Staff regulations. This amount shall be adjusted in accordance with Article 63 of the Staff regulations.

This amount shall be paid monthly, per child, in due proportion to the time worked by the staff member.

This amount can not be cumulated with the allocation for dependent children. If an equivalent type of allocation is paid by any comparable regime, this allocation shall be paid as a supplement, up to a total of 200 euros, per dependent child.

Indemnity for education, set out in Article 69

Staff members shall be eligible for an indemnity for education in accordance with Article 69 of the Staff regulations.

This amount shall be equal to 75% of reimbursable expenses in accordance with this provision, for an amount up to a limit of 5000 euros per year. Reimbursable expenditure upon presentation of proof of payment shall be schooling expenses, such as fees for registration, matriculation, courses including optional courses where they are provided by the educational institution as part its normal programme, the purchase of mandatory text books, exams and diplomas, to the exclusion of other fees and expenses.

Allocation for housing, set out in Article 70

Staff members, whether home owners or tenants, shall be eligible for an allocation for housing in accordance with Article 70 of the Staff regulations. This amount shall not be paid to persons who are housed free of charge.

Within the maximum limit as set by Article 70, the allocation shall be equal to 25 % of the monthly salary. This amount may be adjusted in accordance with Article 63 of the Staff Regulations.

In the event of renewal of a fixed term or temporary contract, or transformation into a fixed term appointment, this allocation shall only be maintained provided that the staff member has his/her official home outside France in accordance with Article 85 of the Staff regulations.