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Staff Regulations

Staff Regulations of the ITER Organization

The Staff Regulations of the ITER Organization were approved at the First Meeting of the Interim ITER Council (IIC-1) on a provisional basis (November 2006), and were subsequently confirmed by the IC-1 (November 2007).

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<i>Co-signatories</i>			
<i>Reviewers</i>	Cazenave-Pendaries F.	02-Jul-2012:recommended	IO/DG/ADM/GEA/HRD
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<i>Change Log</i>				
<i>Title (Uid)</i>	<i>Version</i>	<i>Latest Status</i>	<i>Issue Date</i>	<i>Description of Change</i>
Staff Regulations of the ITER Organization (2EFKUE_v8_0)	v8.0	Approved	29 Jun 2012	<p>Amendments effective 1 July 2012</p> <p>Article 4.9 New article introducing the possibility to transfer staff to a post at equal grade without opening competition</p> <p>Article 6.3 Amendment concerning the notice period in case of termination of contract for professional inadequacy</p> <p>Article 6.4 Amendment clarifying the cases in which the indemnity for loss of job is paid</p> <p>Article 23.3 Amendment concerning the indemnity for loss of job in case of dismissal related to disciplinary measures</p> <p>Article 29 Amendment introducing the provision of unemployment insurance</p> <p>Annex I Amendment clarifying circumstances in which the indemnity for loss of job is awarded and modifying the indemnity for loss of job calculation rules</p> <p>Annex VIII Updates of internal tax thresholds in accordance with the salary scale adjustment (effective 1 January 2012)</p>
Staff Regulations of the ITER Organization (2EFKUE_v7_0)	v7.0	Approved	30 Jun 2011	<p>Amendment effective 1 July 2011</p> <p>Article 1.5 New Article defining the hierarchy of Staff Regulations, Rules and Circulars</p> <p>Article 2.5 Amendment concerning payments deriving from financial responsibility and duty to compensate</p> <p>Article 3.4 Editorial changes regarding external</p>

				<p>activities</p> <p>Article 4.8 New Article introducing temporary assignment and award</p> <p>Article 5 Amendment concerning medical examinations</p> <p>Article 6.1 Amendment concerning contracts of employment</p> <p>Article 7.3 Amendment concerning the declaration of change in personal circumstances and related payment conditions</p> <p>Article 7.7 New Article regarding retroactivity of payments of salaries and allowances</p> <p>Article 9 Amendment concerning family and social allowances, including children's and other dependants' allowances, education allowance and disabled dependant children's allowance</p> <p>Article 10 Amendment concerning installation allowance</p> <p>Article 12.1 Amendment concerning internal tax</p> <p>Article 13.4 New Article concerning travel costs for installation and departure</p> <p>Article 14.3 New Article concerning removal expenses</p> <p>Article 16 Amendment concerning on-call duty service</p> <p>Article 20.1 Amendment concerning deadline for conducting the annual appraisal</p>
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				<p>Article 23 Amendment concerning disciplinary measures</p> <p>Articles 24 and 25 Repeal of the Articles concerning disciplinary measures</p> <p>Section “Appeals and Appeals Board” Title now reads “Appeals”</p> <p>Article 27.4 Amendment concerning the monthly contribution to the pension scheme</p> <p>Article 28.2 Amendment concerning the monthly contribution for medical insurance</p> <p>Article 29.2 Amendment concerning the monthly contribution to life and invalidity insurance schemes</p> <p>Article 31.5 Amendment concerning the secondment allowance</p> <p>Annex I Amendment concerning the conditions of payment of indemnity for loss of job in case of disciplinary measures</p> <p>Annex II Amendment concerning the conditions for granting allowances for other dependants</p> <p>Annex III Amendment concerning disabled dependant children</p> <p>Annex IV Amendment concerning reimbursement conditions for travel and removal costs</p> <p>Annex V Amendment concerning official</p>
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				<p>duty expenses</p> <p>Annex VI Amendment concerning sick leave</p> <p>Annex VII Amendment concerning composition and procedure of Disciplinary Boards</p> <p>Annex VIII Updates of internal tax thresholds in accordance with the salary scale adjustment (effective 1 January 2011).</p>
Staff Regulations of the ITER Organization (2EFKUE_v6_0)	v6.0	Approved	16 Dec 2010	A Revision of the Staff Regulations of the ITER Organization was approved at the Seventh Meeting of the ITER Council (17-18 June 2010). An amendment is made to Article 11.3 concerning the Special Allowance.
Staff Regulations of the ITER Organization (2EFKUE_v5_2)	v5.2	Approved	19 Jul 2010	Minor change on the cover about the IDM version number.
Staff Regulations of the ITER Organization (2EFKUE_v5_1)	v5.1	Signed	16 Jul 2010	Convert to PDF. Keep the Word file in attachment.
Staff Regulations of the ITER Organization (2EFKUE_v5_0)	v5.0	Signed	06 Jul 2010	Annex VIII , the internal tax, is updated in accordance with the salary scale adjustment approved at the Sixth Meeting of the ITER Council.
Staff Regulations of the ITER Organization (2EFKUE_v4_1)	v4.1	Approved	06 Aug 2009	Change of format in accordance with the ITER Basic Document V3 and a typo.
Staff Regulations of the ITER Organization (2EFKUE_v4_0)	v4.0	Approved	03 Jul 2009	<p>Fourth Edition:</p> <p>A Revision of the Staff Regulations of the ITER Organization was approved at the Fourth Meeting of the ITER Council (17-18 June 2009).</p> <p>Amendment effective 18 June 2009</p> <p>Article 4.4 Amendment concerning internal competitions for positions that have been changed as a result of a reorganization.</p> <p>Article 6.3 Amendment concerning the termination of contracts.</p>

				<p>Article 6.4 Amendment concerning compensation for contract termination that results from medical unfitness.</p> <p>Article 9.1 Amendment concerning conditions for granting the household allowance to a staff member.</p> <p>Article 12.1 Amendment concerning internal tax.</p> <p>Article 18.1 Amendment concerning carry-over of unexpended leave and additional days for home travel.</p> <p>Article 20.5 Repeal of this clause concerning appeals against annual evaluation reports.</p> <p>Article 21 Amendment concerning advancement and awards.</p> <p>Article 24 Amendment concerning notification of complaints.</p> <p>Article 25 Amendment concerning request to disciplinary board.</p> <p>Article 26.1 Amendment concerning internal administrative appeals.</p> <p>Article 26.2 Amendment concerning mediation.</p> <p>Article 26.5 Repeal of this clause concerning the formal admission of the ITER Organization to the Administrative Tribunal of the International Labour Organization.</p> <p>Annex VIII Amendment concerning the internal tax rates and tax thresholds (effective on 1 January</p>
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				2009). Others Amendments replacing, throughout the Staff Regulations, “administrative section” with “Human Resources Division”, “responsible officer for administration and personnel” and “Head of Administration and Personnel” with “Head of the Human Resources Division”, “internal memorandum” and “administrative memorandum” with “Internal Administrative Circular”.
Staff Regulations of the ITER Organization (2EFKUE_v3_0)	v3.0	Approved	14 Jan 2009	
Staff Regulations of the ITER Organization (2EFKUE_v2_1)	v2.1	Approved	16 Sep 2008	Input doc: IC-2/12.2 Proposal on the Revision of the Staff Regulations of the ITER Organization. Presented to ITER Council in June 2008. Approved by ITER Council June 2008.
Staff Regulations of the ITER Organization (2EFKUE_v2_0)	v2.0	Signed	11 Sep 2008	Input doc: IC-2/12.2 Proposal on the Revision of the Staff Regulations of the ITER Organization. Presented to ITER Council in June 2008. Approved by ITER Council June 2008.
Staff Regulations of the ITER Organization (2EFKUE_v1_0)	v1.0	Signed	29 May 2008	

**Staff Regulations of the ITER Organization
(Eighth Edition)**

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Approved by the ITER Council on 21 June 2012

Effective as of 1 July 2012

First Edition:

The Staff Regulations of the ITER Organization were approved at the First Meeting of the Interim ITER Council on a provisional basis (21 November 2006), and were subsequently confirmed by the First Meeting of the ITER Council (27-28 November 2007).

Second Edition:

A Revision of the Staff Regulations of the ITER Organization was approved by the Second Meeting of the ITER Council (17-18 June 2008).

Third Edition:

A Revision of the Staff Regulations of the ITER Organization was approved by the Third Meeting of the ITER Council (19-20 November 2008).

Fourth Edition:

A Revision of the Staff Regulations of the ITER Organization was approved at the Fourth Meeting of the ITER Council (17-18 June 2009).

Fifth Edition:

A Revision of the Staff Regulations of the ITER Organization was approved at the Sixth Meeting of the ITER Council (16-17 June 2010).

Sixth Edition:

A Revision of the Staff Regulations of the ITER Organization was approved at the Seventh Meeting of the ITER Council (17-18 November 2010).

Seventh Edition:

A Revision of the Staff Regulations of the ITER Organization was approved at the Eighth Meeting of the ITER Council (14-15 June 2011). It is effective as of 1 July 2011.

Eighth Edition:

A Revision of the Staff Regulations of the ITER Organization was approved at the Tenth Meeting of the ITER Council (20-21 June 2012). It is effective as of 1 July 2012.

All the terms used to designate the person discharging duties or functions are to be interpreted as implying that men and women are equally eligible to fill any post or seat associated with the discharge of these duties and functions.

Amendments to the Staff Regulations

Amendment effective 18 June 2008

- Article 1.3 Amendment relating to the introduction of post-doctoral researchers, the removal of proportion requirement on directly-employed staff and the description of the selection criteria.
- Article 2.7 New Article about general provisions on declaration of necessary personal information.
- Article 4 Amendment relating to the appointment in accordance with Article 31.
- Article 6.2 Amendment concerning the probationary period.
- Article 6.3 Amendment concerning the termination of contracts.
- Article 9.1 Amendment relating to the introduction of registered stable non-marital partner that is legally recognized in the territories of one of the Members.
- Article 9.2 Amendment concerning granting child allowance for those staff members who receive child allowances from other sources.
- Article 9.3 Amendment concerning the payment of the education allowance.
- Article 10 Amendment concerning the installation allowance.
- Article 11 New Article concerning the Special Allowance.
- Article 23.1 Amendment concerning the general provisions related to former staff and pension scheme.
- Article 26 Amendment concerning appeals.
- Article 30 New Article introducing the provisions applicable to post-doctoral researchers.
- Article 31.1 Amendment relating to the introduction of a medical examination and representation of staff to the statutory provisions for seconded staff members.
- Article 32.6 Amendment concerning the meeting between the Staff Committee and the Director-General.
- Annex II Amendment concerning the definition of dependant children and other dependants.
- Annex IV Amendment relating to the extension of the reimbursement period for reimbursing travel costs to staff members who leave positions.
- Annex VIII Removal of Annex VIII - Appeals Board.
- Annex IX Amendment concerning the internal tax rates and taxation thresholds (effective 1 January 2008). Annex VIII in later versions.

Amendment effective 20 November 2008

Article 12.1 Amendment concerning the calculation of internal tax.

Section “PENSION SCHEME” Amendment to the title of the chapter.

Annex IV Removal of point 4, Section I, concerning the travel costs of staff members’ families between their places of residence and duty station.

Annex VIII Amendment concerning the internal tax rates and tax thresholds (effective on 1 January 2009).

Amendment effective 18 June 2009

Article 4.4 Amendment concerning internal competitions for positions that have been changed as a result of a reorganization.

Article 6.3 Amendment concerning the termination of contracts.

Article 6.4 Amendment concerning compensation for contract termination that results from medical unfitness.

Article 9.1 Amendment concerning conditions for granting the household allowance to a staff member.

Article 12.1 Amendment concerning internal tax.

Article 18.1 Amendment concerning carry-over of unexpended leave and additional days for home travel.

Article 20.5 Repeal of this clause concerning appeals against annual evaluation reports.

Article 21 Amendment concerning advancement and awards.

Article 24 Amendment concerning notification of complaints.

Article 25 Amendment concerning request to disciplinary board.

Article 26.1 Amendment concerning internal administrative appeals.

Article 26.2 Amendment concerning mediation.

Article 26.5 Repeal of this clause concerning the formal admission of the ITER Organization to the Administrative Tribunal of the International Labour Organization.

Annex VIII Amendment concerning the internal tax rates and tax thresholds (effective on 1 January 2009).

Others Amendments replacing, throughout the Staff Regulations, “administrative section” with “Human Resources Division”, “responsible officer for administration and personnel” and “Head of Administration and Personnel” with “Head of the Human Resources Division”, “internal memorandum” and “administrative memorandum” with “Internal Administrative Circular”.

Amendment effective 17 June 2010

Annex VIII Updates of internal tax tables in accordance with the salary scale adjustment approved at the Sixth Meeting of the ITER Council.

Amendment effective 18 November 2010

Article 11.3 Amendment concerning the Special Allowance.

Amendment effective 1 July 2011

- Article 1.5 New Article defining the hierarchy of Staff Regulations, Rules and Circulars
- Article 2.5 Amendment concerning payments deriving from financial responsibility and duty to compensate
- Article 3.4 Editorial changes regarding external activities
- Article 4.8 New Article introducing temporary assignment and award
- Article 5 Amendment concerning medical examinations
- Article 6.1 Amendment concerning contracts of employment
- Article 7.3 Amendment concerning the declaration of change in personal circumstances and related payment conditions
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- Article 13.4 New Article concerning travel costs for installation and departure
- Article 14.3 New Article concerning removal expenses
- Article 16 Amendment concerning on-call duty service
- Article 20.1 Amendment concerning deadline for conducting the annual appraisal
- Article 23 Amendment concerning disciplinary measures
- Articles 24 and 25 Repeal of the Articles concerning disciplinary measures
- Section "Appeals and Appeals Board" Title now reads "Appeals"

Article 27.4	Amendment concerning the monthly contribution to the pension scheme
Article 28.2	Amendment concerning the monthly contribution for medical insurance
Article 29.2	Amendment concerning the monthly contribution to life and invalidity insurance schemes
Article 31.5	Amendment concerning the secondment allowance
Annex I	Amendment concerning the conditions of payment of indemnity for loss of job in case of disciplinary measures
Annex II	Amendment concerning the conditions for granting allowances for other dependants
Annex III	Amendment concerning disabled dependant children
Annex IV	Amendment concerning reimbursement conditions for travel and removal costs
Annex V	Amendment concerning official duty expenses
Annex VI	Amendment concerning sick leave
Annex VII	Amendment concerning composition and procedure of Disciplinary Boards
Annex VIII	Updates of internal tax thresholds in accordance with the salary scale adjustment (effective 1 January 2011)

Amendments effective 1 July 2012

Article 4.9	New article introducing the possibility to transfer staff to a post at equal grade without opening competition
Article 6.3	Amendment concerning the notice period in case of termination of contract for professional inadequacy
Article 6.4	Amendement clarifying the cases in which the indemnity for loss of job is paid
Article 23.3	Amendement concerning the indemnity for loss of job in case of dismissal related to disciplinary measures
Article 29	Amendment introducing the provision of unemployment insurance
Annex I	Amendment clarifying circumstances in which the indemnity for loss of job is awarded and modifying the indemnity for loss of job calculation rules
Annex VIII	Updates of internal tax thresholds in accordance with the salary scale adjustment (effective 1 January 2012)

Staff Regulations of the ITER Organization

Table of Contents

Chapter I - Introduction	1.1
<i>Preamble (Purpose and Scope)</i>	
Article 1 - Preamble (Purpose and Scope)	1.1
<i>General Provisions</i>	
Article 2 - Duties and Responsibilities of all staff members	1.2
Article 3 - Status of staff members	1.3
Chapter II - Directly-Employed Staff	1.5
<i>Appointment and Contracts for Directly-Employed Staff</i>	
Article 4 - Appointment	1.5
Article 5 - Medical examinations	1.5
Article 6 - Contract and length of contracts	1.6
<i>Salaries and Allowances for Directly-Employed Staff</i>	
Article 7 - General provisions	1.8
Article 8 - Basic salary	1.8
Article 9 - Family and social allowances	1.9
Article 10 - Installation allowance	1.10
Article 11 - Special allowance	1.11
Article 12 - Internal tax	1.11
<i>Travel Costs</i>	
Article 13 - Installation and departure	1.13
Article 14 - Removal expenses	1.13
Article 15 - Travel on duty	1.13
<i>Working Conditions</i>	
Article 16 - Hours of work	1.14
Article 17 - Public holidays	1.14
Article 18 - Leave	1.14
Article 19 - Special leave	1.15
<i>Reports and Promotions</i>	
Article 20 - Reporting	1.16
Article 21 - Advancement and promotion within post of Directly-Employed Staff	1.16
Article 22 - Exceptional Promotion	1.16
<i>Disciplinary Measures</i>	
Article 23 - General provisions	1.17
Article 24 (<i>Repealed</i>)	1.18
Article 25 (<i>Repealed</i>)	1.18
<i>Appeals</i>	
Article 26 - Appeals	1.19

<i>Pension and Social Insurance</i>	
Article 27 - Pensions	1.21
Article 28 - Medical Insurance	1.21
Article 29 - Life, Invalidity and Unemployment Insurance	1.21
<i>Post-Doctoral Researchers</i>	
Article 30 - Special provisions for post-doctoral researchers	1.22
Chapter III - Provisions Applicable to Seconded Staff	1.23
<i>Provisions Applicable to Seconded Staff</i>	
Article 31 - Statutory provisions	1.23
Chapter IV - Staff Representation	1.24
<i>Staff Representation</i>	
Article 32 - Representation of staff	1.24
Annex I	1.25
<i>Indemnity for Loss of Job</i>	
Annex II	1.26
<i>Children and Other Dependants</i>	
Annex III	1.27
<i>Disabled Dependant Children</i>	
Annex IV	1.28
<i>Travel Costs and Removal Expenses</i>	
Annex V	1.30
<i>Official Duty Expenses</i>	
Annex VI	1.33
<i>Sick Leave, Maternity Leave and Other Special Leave</i>	
Annex VII	1.35
<i>Composition and Procedures of Disciplinary Boards</i>	
Annex VIII	1.36
<i>Internal Tax</i>	

Chapter 1 Introduction

Article 1 Preamble (Purpose and Scope)

1.1 These Regulations define the status, rights and duties and responsibilities of the members of staff of the ITER International Fusion Energy Organization, hereinafter referred to as ‘the ITER Organization’.

1.2 The staff of the ITER Organization, professionals and higher categories, specialized technical support staff and post-doctoral researchers, comprises natural persons that:

- (i) have an employment contract with the ITER Organization (directly-employed staff);
- (ii) are made available through a secondment agreement to the ITER Organization (seconded staff).

1.3 The Director-General shall establish and maintain a list of job descriptions for the posts in i) and ii) above, under principles of categorization to be agreed by the ITER Council (the Council) on proposal of the Director-General. These principles shall respect the following conditions:

- (a) Staff shall be selected according to their qualifications;
- (b) Posts for which regulatory aspects of the host give preference to continuing services shall be attributed to directly-employed staff;
- (c) Posts other than the posts described in Article 1.3 b) above can be filled by either directly-employed staff or seconded staff.

1.4 Amendments to these regulations may be proposed by the Director-General for approval by the Council.

1.5 The Director-General shall issue Internal Administrative Circulars, as necessary, in order to lay down the provisions governing the application of the Staff Regulations.

General Provisions

Article 2 Duties and Responsibilities of all Staff Members

2.1 Authority

Staff members shall be subject to the authority of the Director-General and responsible to him for the performance of their duties.

2.2 Obligations

In accepting appointment to the staff of the ITER Organization each member of the staff shall undertake to exercise in all loyalty, discretion and conscience the functions entrusted to him as a member of the staff of the ITER Organization, to discharge these functions with the interests of the ITER Organization only in view, and not to seek or accept instructions in regard to the performance of his duties from any government or from any authority other than the ITER Organization.

2.3 Conduct

Staff members shall conduct themselves at all times in a manner compatible with their status as representatives of the ITER Organization. They shall abstain from any action or activity that may in any way undermine the dignity of their position or the good name of the ITER Organization.

2.4 Conflict of Interests

A staff member shall not, in the performance of his duties and save as hereinafter provided, deal with a matter in which, directly or indirectly, he has any personal interest such as to impair his independence, and, in particular, family and financial interests.

Any staff member to whom it falls, in the performance of his duties, to deal with a matter referred to above shall immediately inform the Director-General through his hierarchy. The Director-General shall take appropriate measures, and may in particular relieve the staff member from responsibility in this matter.

2.5 Financial Responsibility and Duty to Compensate

Staff members of the ITER Organization may be required to reimburse the ITER Organization, either partly or in full, any financial loss suffered by it owing to their gross negligence, or because they have deliberately violated any regulation or procedure approved by the Council or the Director-General.

According to the amount, such reimbursements may be made through installments while the staff member is still employed by the ITER Organization, or in totality by deduction from the staff member's final entitlements upon their separation from the ITER Organization. In case of special hardship, the Director-General may decide on different reimbursement arrangements.

2.6 Security

Staff shall, on taking up appointment with the ITER Organization, acquaint themselves with the ITER Organization's security regulations. They shall sign a declaration whereby they acknowledge their disciplinary and financial responsibility in the event of non-compliance with those regulations.

2.7 Staff members shall without request disclose and update information necessary for the proper implementation of these regulations, such as information on the entitlement to allowances.

Article 3 Status of Staff Members

3.1 Privileges and Immunities

The privileges and immunities conferred on staff members are accorded in the interests of the ITER Organization and not for their personal convenience.

3.2 Assistance and Compensation

The ITER Organization shall provide assistance to staff members who, by reason of their current appointment or duties at the ITER Organization, and through no fault of their own, are subject to threats, insults, defamation or attack. Compensation for any material damage sustained may be granted provided that:

- the staff members have not wilfully or through negligence provoked the damage in question;
- no redress has been obtained;
- staff members make over to the ITER Organization any claims they may have against a third Party, in particular insurance companies.

All decisions in this matter that could involve action or payments by the ITER Organization shall be taken by the Director-General, who has a discretionary power in assessing the circumstances of the case, what form the assistance should take and what compensation, if any, should be granted.

3.3 Intellectual Property Rights

All rights, including title, copyright and patent rights, in any work carried out by a staff member in the performance of his official duties, shall be handled in accordance with the Annex on Information and Intellectual Property.

3.4 External Activities

Regarding activities outside the ITER Organization, staff members shall obtain the prior approval of the Director-General if they wish to:

- make any public statement, in particular to any public information body, concerning the ITER Organization's activities;
- give lectures or engage in teaching activities directly connected with their work at the ITER Organization;
- accept fees or remuneration for the aforesaid activities;
- accept material advantages associated with decorations or honours.

3.5 Public or Political Office

(a) Staff members who for personal reasons wish to stand for public or political office shall inform the Director-General of this intention.

(b) Any directly-employed staff member who stands for public or political office that may be considered not compatible with the normal execution of his functions of duties for the ITER Organization shall be entitled to unpaid leave for a maximum period of 3 months.

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- (c) If the staff member is elected or appointed to an office that would compromise his ability to fulfil his obligations to the ITER Organization, the staff member shall request termination of his contract. Such termination shall not carry any entitlement to loss-of-job indemnity.
- (d) If he does not accept the public or political office, the directly-employed staff member shall be entitled to resume his appointment in the same position he held at the time his unpaid leave began.
- (e) Time spent on unpaid leave shall not count towards seniority or pension rights of the directly-employed staff member.

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Chapter II Directly-Employed Staff

Appointment and Contracts for Directly-Employed Staff

Article 4 Appointment

4.1 Appointments shall be made in accordance with Article 7.11 of the ITER Agreement by the Director-General, except in respect of the post of Director-General.

4.2 The ITER Organization shall be responsible for publishing vacant posts.

4.3 Appointment of directly-employed staff members shall be limited to nationals of the Parties nominated through the Domestic Agencies. However, in duly justified cases the Director-General may grant an exception upon approval by the Council.

4.4 The Director-General shall set down and issue to all the parties the requirements for each post including closing dates, as established under Article 1.3 and the procedures for verifying candidates' capacities in relation to the requirements. The Director-General will ensure that reasonable time is allowed for the Parties to nominate candidates in compliance with the practices in the Parties' countries. The Domestic Agencies will then respond with nominations of candidates for consideration by the ITER Organization. Selection boards shall be chosen by the Director-General from among the staff of the Organization, to which he may add external examiners. After its examination of the candidates the selection board shall submit recommendations to the Director-General.

However, in cases where the Director-General considers it necessary to reorganize the ITER Organization without affecting the main management structure, within the limit of the number of the existing staff in post, and within the approved staff complement in the budget, as to obtain maximum efficiency, he may organize internal competitions for positions that have been changed as a result of the reorganization.

4.5 Directly-employed staff members shall normally be appointed at the first step of the grade of the post for which they are selected. The Director-General may grant a higher step where this is justified.

4.6 Candidates closely related by blood or marriage to a staff member shall not be appointed to positions in which one is subordinate to the other.

4.7 The travel and accommodation costs of candidates invited to the Organization for interview or examination shall be met on the same conditions as those applying to staff members travelling on duty.

4.8 When a vacant position cannot be filled within a short period, the Director-General may temporarily assign a staff member to act in that position. A temporary award may be granted to the staff member. The detailed rules and procedures shall be set out in an Internal Administrative Circular.

4.9 Notwithstanding Article 4.4 above, and with a view to obtaining maximum efficiency, the Director-General, after consultation with the staff member, may transfer the latter to another post of the same grade without opening it to competition (whether external or internal). The detailed rules and procedures shall be set out in an Internal Administrative Circular.

Article 5 Medical Examinations

5.1 Appointment of staff members shall be subject to a statement from the occupational health doctors approved by the Director-General certifying that the candidate is fit for the stated duties of the post.

5.2 Staff members shall be required to undergo appropriate medical examination periodically as necessary. Such an examination shall take place at least every two years.

5.3 The doctors approved by the Director-General shall provide expert advice to the Director-General on the unsuitability of any staff member to continue to occupy their post.

5.4 If the results of an annual or other medical examination show that a staff member is no longer able to carry out his duties, his contract shall be terminated with six months' notice as of the day on which his entitlement to invalidity benefits is confirmed in accordance with the insurance scheme as set out in Article 29.

Article 6 Contract and Length of Contracts

6.1 Contracts of Employment

Apart from specific provisions applicable to the Director-General, contracts of employment given by the ITER Organization shall be for up to five years. The Director-General may renew the employment for up to five years at a time. The staff member concerned shall be notified of the decision concerning the renewal or non-renewal of their employment contract at least six months before the end of the contract.

The Member, from which the staff whose contract is to be renewed originates, may request consultation with the Director-General before the renewal would become effective.

6.2 Probationary Period

(a) The first six months of initial contracts shall be a probationary period beginning on the date of entry into service.

(b) During that period, contracts may be terminated, without any right to loss-of-job indemnity, with one month's notice given by the ITER Organization or the staff member.

(c) At least two weeks before the end of the probationary period the staff member shall receive notice in writing that his contract is confirmed or terminated.

(d) In exceptional cases, the Director-General may extend the probationary period by a maximum of six months with a written notice to the staff member concerned.

(e) The decisions of the Director-General under (b), (c) and (d) above, shall be taken on the basis of a report made by the supervisor of the staff member.

(f) The probationary period shall form an integral part of the period of the initial contract. It shall count towards seniority and pension rights.

6.3 Termination of Contracts

Contracts may be terminated by the ITER Organization or by the staff member:

(a) by the ITER Organization,

(i) with six months' notice:

- as a result of the suppression of the budgeted post occupied by the staff member;
- through a change in the nature or functions pertaining to the post, or
- through medical unfitness of the staff member for the position, certified by the occupational health doctors approved by the Director-General for this purpose.

(ii) with three months' notice in case of professional inadequacy of the staff member, taking into consideration the annual evaluation reports and process, according to Article 20.

(iii) with a maximum of one month's notice, following the imposition of disciplinary measures resulting in dismissal, according to Article 23.3 (a).

(b) by the staff member, with three months' notice for any personal reasons that he is not required to state.

6.4. Compensation for Loss of Jobs

6.4.1

(a) The termination of a contract by the ITER Organization other than for disciplinary reasons shall entail the entitlement to pension rights according to the conditions of the pension scheme established under Article 27 of these Staff Regulations.

(b) In the three cases foreseen by Annex I, paragraph 1 (a) to (c) the staff member shall also be entitled to an indemnity for loss of job, the amount of which is set by paragraphs 3 and 4 of said Annex.

(c) For staff members whose contracts have been terminated for reasons of medical unfitness, in accordance with Article 5.4 above, invalidity benefits shall be granted under the conditions laid down by the insurance scheme contract.

6.4.2

The termination of a contract by a staff member shall not entitle him to an indemnity for loss of job but shall entail his pension rights under the pension scheme.

6.5 Reduced Notice of Termination

If the interests of the ITER Organization so require, the period of notice stipulated at paragraph 3(a) above may be reduced; in that case the staff member concerned shall be entitled to the payment of an additional sum representing the salary and allowances that he would have received if the actual date of expiry of his contract had coincided with the end of a six-month period of notice.

This provision shall not apply in the case of termination for disciplinary reasons.

Salaries and Allowances for Directly-Employed Staff

Article 7 General Provisions

7.1 The remuneration paid to members of the staff of the ITER Organization shall include basic salary, and family and social allowances. Contributions and deductions shall be made from these emoluments in respect of internal tax, the pension scheme and social welfare.

7.2 Staff members' current accounts shall be paid monthly and shall be credited with the amount due during the last working week of the month.

7.3 Changes in staff members' personal circumstances that may have financial consequences shall be taken into account for the remuneration from the date on which the staff member concerned became entitled, or ceased to be entitled, to the payment concerned. Staff members shall notify the Human Resources Division of the ITER Organization of such changes within 30 calendar days after their occurrences.

Except in cases of force majeure, staff members' applications for allowances which are submitted more than 30 calendar days after the change in the personal circumstance referred to above, will give entitlement to the claimed allowance starting from the date of notification.

7.4 All overpayments shall be reimbursed by the staff member to the ITER Organization.

7.5 For the places of employment outside the headquarters, the remuneration of staff shall, after the compulsory deductions set out in these Staff Regulations, be weighted at a rate depending on living conditions in the various places of employment. The weighting shall be adopted by the Council and shall reflect the purchasing power in the various places of employment.

7.6 The Council shall each year adjust the remunerations of the staff based on an assessment of the change in the cost of living. This assessment shall be based on statistical data prepared by relevant statistical offices.

7.7 Retroactivity of Payments

A staff member who has not received a payment to which they are entitled shall not receive retroactively such payment unless the staff member:

(a) in the case of the cancellation or modification of the statutory text governing eligibility, has made an internal administrative appeal within two months following the date of such cancellation or modification, as per Article 26.1;

(b) in every other case, has claimed in writing within one year of the date on which the staff member would have been entitled to the initial payment, except if otherwise provided for in specific provisions of these Regulations and in Internal Administrative Circulars, or if the payment remains overdue because of omission by the ITER Organization.

Article 8 Basic Salary

Basic salaries are determined for each grade and step as provided for in the ITER Basic Salary Table adopted by the Council.

Article 9 Family and Social Allowances

The following allowances shall be added to the basic salary monthly unless otherwise stated.

Where both spouses or partners work for the ITER Organization, the family and social allowances shall only be paid to the staff member in receipt of the higher basic salary.

9.1 Household Allowance

This allowance:

- (a) shall be paid to any staff member who is married, or registered as being in a stable relationship with a non-marital partner that is legally recognized in the territories of one of the Members, or who is widowed, divorced, legally separated or single and who has at least one dependant, in accordance with Annex II of these Staff Regulations;
- (b) shall be equal to 6% of net basic salary;
- (c) in the case of a staff member who has no dependants but whose spouse or partner is gainfully employed, shall only be payable if the reference amount, which is equivalent to the net basic salary for grade P3 step 1 plus the allowance to which the staff member would be entitled in theory, is higher than the earned income, before deduction of tax, of the spouse or partner. If the latter amount is equal to or greater than the former, no allowance shall be payable;
- (d) shall not be paid to a staff member whose spouse or partner is a member of an international organization and is in receipt of an allowance of the same nature.

In order to establish a right to the corresponding allowance the Human Resources Division shall be entitled to demand the official or notarial supporting documents that it deems necessary.

9.2 Children's and Other Dependants' Allowance

This allowance:

- (a) shall be paid to staff members who mainly and continuously maintain either a legally recognized child or another member of their family by virtue of a legal or judicial obligation, or a child who has lost both parents and for whom they have assumed responsibility;
- (b) shall be a rate of 5% of the net basic salary for grade P3 step 1 per year for each dependant, to be paid in monthly installments;
- (c) where both spouses or partner work for international organizations, shall be paid to whichever of them is in receipt of household allowance or equivalent;
- (d) shall be deducted by the amount received from other sources, if the staff member, or spouse/partner or the person caring for the child receives, under their national laws or regulations, or those of the host country, an allowance of the same nature.

Definitions and the conditions under which this allowance is granted are set out in Annex II.

9.3 Education Allowance

Staff members who are entitled to household allowance, and whose dependant children, as defined in Annex II, are either in full-time compulsory primary education, or in full-time secondary education or in full-time higher education, shall be entitled to a monthly education allowance. The allowance shall be equal to twice the amount of the dependant child's allowance. The staff member concerned shall provide to the ITER Organization supporting evidence of registration for full-time education at the beginning of each school or academic year.

This allowance shall be deducted by the amount received from other sources, if the staff member, or spouse/partner or the person caring for the child, receives, under his or her national laws or regulations, or those of the host country, an allowance of the same nature.

9.4 Disabled Dependant Children's Allowance

- (a) An allowance for disabled dependant children shall be paid to staff members who are primarily and continuously responsible for their care. The child must fulfil the criteria and conditions set out in Annex II.
- (b) The details of allocation and payment of the allowance are given in Annex III.

Article 10 Installation Allowance

10.1 An installation allowance shall be payable to staff members whose place of residence at the time they were offered appointment with the ITER Organization was more than 100 kilometres from their duty station:

- (a) on taking up their appointment, and
- (b) on moving to a residence not further than 100 kilometres from their duty station, and
- (c) by reason of taking-up their appointment they had to buy or rent accommodation close to their duty station.

The staff member shall provide supporting evidence whenever the ITER Organization deems it necessary.

10.2 The amount of the allowance:

- (a) shall be two months' net basic salary for a staff member whose contract of employment with the ITER Organization is no less than two years;
- (b) shall be one month's net basic salary for a staff member whose contract of employment with the ITER Organization is less than two years.

10.3 Installation allowance shall be paid to the staff member after they assume their duties at the ITER Organization together with the first salary payment.

Where spouses or partners have both been offered employment by the ITER Organization, entitlement to the installation allowance shall only be considered for the staff member who joins first.

10.4 Former staff members who are appointed by the Director-General in accordance with Article 4.1 above shall be entitled to the installation allowance only if one full year has elapsed since the date their previous duties with the ITER Organization ceased, except in the case that their previous contract was terminated by the ITER Organization.

Staff members shall be required to reimburse half the installation allowance if they terminate their contract before they have completed two years of service.

In case of special hardship, an exception may be granted by the Director-General.

10.5 A staff member in receipt of installation allowance shall declare any allowances of like nature which he receives from other sources; such latter allowances shall be deducted from the allowance provided for in this Article.

Article 11 Special Allowance

11.1 In addition to the normal allowances provided for under these Regulations, the Director-General shall receive a monthly allowance (hereinafter referred to as “the Special Allowance”), adjusted annually at the rate agreed by Council for the adjustment of basic salaries, to be used entirely at his/her own discretion in recognition of his/her special responsibilities and to meet his/her share of the obligations which the ITER Organization incurs in the form of representation and hospitality expenditure.

11.2 The rate of the Special Allowance for the Director-General shall be set forth in the employment contract between the ITER Organization and the Director-General.

11.3 The Council may decide that upon proposal of the Director-General, a Deputy Director-General shall also be entitled to receive the Special Allowance considering his/her responsibilities. The rate for such an allowance shall be two thirds of that for the Director-General.

Article 12 Internal Tax

12.1 An internal tax shall be applied to salaries, allowances and all other payments made by the ITER Organization to its staff members according to these Staff Regulations and other applicable regulations of the ITER Organization.

The internal tax shall be calculated by applying the internal tax rates specified in Annex VIII to the relevant taxable amount.

When determining the taxable amount, the following sums shall be deducted:

- Compensation for loss of jobs referred to in Article 6.4;
- Allowances referred to in Articles 9, 10, 11 and 31.5;
- Travel costs referred to in Articles 13, 14 and 15;
- Awards referred to in Article 4.8 and 21.3;
- Social contributions referred to in Articles 27, 28 and 29;
- Reimbursements of national income taxes referred to in Article III.21 of the Project Resource Management Regulations of the ITER Organization.

With respect to the internal tax funds collected by the ITER Organization, they shall be used for the budgetary accounts for salaries, related benefits and infrastructure.

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12.2 The internal tax shall be collected by the ITER Organization by withholding it from monthly payments. No part of the internal tax so collected shall be refunded because of cessation of employment during the calendar year.

12.3 In the case of a person who is not employed by the ITER Organization for the whole of a calendar year or in cases where there is a change in the annual rate of payments made to a staff member, the rate of internal tax shall be governed by the annual rate of each such payment made to him or her.

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Travel Costs

Article 13 Installation and Departure

13.1 On taking up their appointments, staff members shall be entitled to reimbursement of travel costs for the journey from their previous place of duty to the location of the ITER Organization, in respect of themselves and members of their family living with them.

13.2 The same entitlement shall apply when staff members leave the service of the ITER Organization and return to the place where they were in post before joining the ITER Organization.

13.3 Reimbursement shall be made in accordance with the provisions of Annex IV of these Regulations.

13.4 When spouses or partners both work for the ITER Organization, reimbursement of travel expenses in respect to themselves and members of the family shall not be cumulative.

Article 14 Removal Expenses

14.1 Staff members shall be entitled to reimbursement of the costs of removal from their previous place of duty to the location of the ITER Organization.

The same entitlement shall apply when staff members leave the service of the ITER Organization and return to the country where they were in post before joining the ITER Organization.

14.2 Reimbursement shall be made in accordance with the provisions of Annex IV of these Regulations.

14.3 When spouses or partners both work for the ITER Organization, reimbursement of removal expenses in respect to themselves and members of the family shall not be cumulative.

Article 15 Travel on Duty

15.1 Members of the staff of the ITER Organization shall be entitled to reimbursement of expenses incurred in connection with travel on official duty ordered by the Director-General.

15.2 Reimbursement shall concern travel costs proper plus accommodation and associated costs in the places to which staff members are sent. The conditions, rates and other details of reimbursement are set out in Annex V.

Working Conditions

Article 16 Hours of Work

16.1 The working hours of reference for staff members shall be 40 hours per week, to be completed in accordance with a general schedule set by the Director-General.

16.2 Flexible working hours may be agreed by the Director-General in accordance with staff members' personal circumstances or the constraints of their particular work.

16.3 Overtime

Overtime worked by staff members outside the normal working hours including weekends and night work shall entitle them to time off in lieu of or overtime pay. However, only overtime worked with the prior agreement of the relevant head of division/directorate/department shall be regarded as overtime. Every effort shall be made to keep overtime to a minimum.

Overtime worked shall entitle the staff concerned:

- (i) to time off in lieu of; or
- (ii) where such time off cannot be granted owing to the requirements of the service, to overtime pay calculated at the rate of 125 % of the gross basic salary.

16.4 Night Work

Night work hours shall be defined by the Director-General.

Hours of night work shall give entitlement to additional remuneration at the rate of 25 % of the gross basic salary.

16.5 Overtime, night work or on-call duty service by professional staff and higher categories shall carry no right to compensation or remuneration.

16.6 On-call Duty Service

Designated staff members, who will be responsible when urgent action is required outside the normal working hours, are entitled to an indemnity for being on-call duty service.

The detailed rules and procedure shall be set out in an Internal Administrative Circular.

Article 17 Public Holidays

The list of public holidays shall be drawn up by the Director-General on the basis of the official list of public holidays published in the Official Journal of the Host State.

These public holidays shall not be deducted from staff members' annual leave entitlement

Article 18 Leave

18.1 Annual Leave

(a) Entitlement

Staff members shall be entitled to paid annual leave at the rate of two working days for each month of service completed.

For purposes of home travel, each staff member shall be entitled to two additional days per year plus a maximum of four additional days depending on the distance between the place of origin and place of employment.

This entitlement shall apply each calendar year. Staff members recruited between 1 April and 30 July shall be entitled to an advance of 15 days' leave from their annual entitlement if the leave is to be taken after the latter date.

If on 31 December a staff member has, owing to the exigencies of his work, an unexpended period of leave due, the Director-General or his delegate may authorize the carrying forward of all or part of the unexpended leave to the following year. Any entitlement carried forward but not taken by 31 December of the following year shall be cancelled.

(b) Administrative procedure

Staff members wishing to take leave within their entitlement as defined in (a), must obtain the prior authorization of the Director-General. A record of leave taken is kept by the Human Resources Division of the ITER Organization. The procedure to be followed shall be set out in an Internal Administrative Circular signed by the Director-General.

(c) Leave unexpended on departure of staff members

Leave unexpended at the time staff members depart from the ITER Organization shall be cancelled.

18.2 Unpaid Leave

If requested by a staff member, the Director-General may grant additional, unpaid leave up to a limit of 15 consecutive days. This does not affect rights conferred according to Articles 27 to 29 of these Regulations. However, the full deductions in respect of insurance and pension according to Article 27 to 29 of these Regulations will be made as if the staff member had been paid normally for the period of unpaid leave.

18.3 Sick Leave, Maternity Leave and Other Special Leave

Special leave shall be granted, in addition to annual leave, for illness, maternity or exceptional circumstances. Details and the procedures to be followed are given in Annex VI.

Article 19 Special Leave

19.1 Staff members recalled to serve in the armed forces for a period of training shall be entitled to special paid leave of a maximum of two weeks a year or four weeks every two years. Periods of recall which extend beyond these limits shall be deducted from staff members' annual leave.

19.2 If staff members receive financial compensation from the national authority which recalled them, the amount of such compensation shall be deducted from their salary.

Reports and Promotions

Article 20 Reporting

20.1 The work of all staff members, apart from the Director-General, shall be evaluated once a year in accordance with the process and schedule established on an annual basis by the Director-General.

Reports shall comment on the relative proficiency of staff members and shall provide the opportunity to congratulate staff members or, on the contrary, warn them of shortcomings with a view to an improvement in their service.

20.2 Reports shall include, but not be limited to, the following criteria:

- (a) diligence and punctuality,
- (b) quality and speed of execution of work,
- (c) initiative,
- (d) achievement of objectives,
- (e) attention to safety.

The entire evaluation shall be summarized on an annual report form. The evaluation and its summary shall be kept in the staff member's personnel file.

20.3 The Director-General shall designate the staff members responsible for reporting on personnel wholly or partly subordinate to them.

20.4 The employee is permitted to comment on the evaluation for inclusion in his personnel record. The detailed reporting procedure shall be established by the Director-General.

20.5 Repealed

Article 21 Advancement and Promotion within post of Directly-Employed Staff

21.1 When the reporting procedure is concluded, the Director-General shall convene an Advancement and Promotions Board, chaired by himself, who shall review proposals for advancement and promotion put forward by the Reporting Officers. The Head of the Human Resources Division shall attend all meetings of the Advancement and Promotions Board.

21.2 On the basis of advice from the Head of the Human Resources Division and of the Advancement and Promotion Board, the Director-General shall decide upon the staff to be granted a step increase, or else to be promoted in compliance with the budget authorizations.

21.3 On the basis of advice from the Head of the Human Resources Division and of the Advancement and Promotion Board, the Director-General shall decide upon the staff to be granted an award in compliance with the budget authorizations.

Article 22 Exceptional Promotion

In the case of an exceptionally good report the promotion board may recommend exceptional promotion to more than one step or even to a higher grade, provided that the staff budget allows such promotion.

Disciplinary Measures

Article 23 General Provisions

For the purpose of this Article, “the Director-General” shall mean the Director-General or his/her representative.

23.1 Misconduct

Misconduct on the part of a staff member is, in general, conduct which is incompatible with the staff member’s undertaken or implied obligations to the ITER Organization as stipulated, particularly, in Article 2 (Duties and Responsibilities of all Staff Members).

23.2 Disciplinary Procedure

- (a) A staff member against whom a charge of misconduct is made (hereafter referred to as staff member concerned) shall be first requested in writing to provide explanations about allegations made against him/her. The staff member shall have 10 calendar days in which to reply.
- (b) After receipt of the reply from the staff member concerned, or, in its absence, at the end of the above time-limit, the Director-General shall decide, within 10 calendar days, whether to conduct an investigation, or whether to consider unfounded the allegations made against the staff member concerned. The staff member shall be notified of such a decision.
- (c) The investigation shall be comprehensive, impartial and shall hear all sides. The staff member concerned shall be entitled to participate in the examination of the evidence.
- (d) Minutes of the interviews held with the staff member concerned shall be drafted by a Human Resources Officer, signed by the staff member, and included in the investigation file to which the staff member shall have access.
- (e) Within 10 calendar days of completion of the investigation, the staff member concerned shall receive from the Director-General a notification of charges together with all supporting evidence, or shall be notified that charges are considered unfounded.
- (f) The staff member concerned shall have 14 calendar days in which to reply to the notification.
- (g) After receipt of the observations of the staff member concerned, or if they have not been received within the above-prescribed time, the Director-General shall notify the staff member in writing within 10 calendar days either that a disciplinary measure among those listed in Article 23.3 below will be imposed or that no disciplinary measure will be imposed.
- (h) Within 7 calendar days of receiving the notification as provided by paragraph g) above, the staff member concerned may make a request in writing for the case to be examined by a Disciplinary Board.
- (i) The Disciplinary Board, which shall be convened by the Director-General within 7 calendar days of such a request, shall meet within 10 calendar days of the date of its convocation.
- (j) The composition and procedures of the Disciplinary Board are set out in Annex VII.
- (k) The opinion of the Disciplinary Board shall not be binding upon the Director-General.

- (l) The Director-General shall take a final decision within 14 calendar days:
- either from the receipt of the recommendations of the Disciplinary Board,
 - or from the 8th calendar day after the notification of his/her intention to the staff member concerned, pursuant to paragraph g) above, in the absence of a request of the convening of a Disciplinary Board by the staff member concerned, during the lapse of time defined in paragraph h) above.

The final decision of the Director-General shall be communicated to the staff member concerned together with the opinion of the Disciplinary Board.

(m) The final decision of the Director-General shall consist in imposing, or not, a disciplinary measure upon the staff member concerned.

(n) If the continuance in office of the staff member concerned is considered by the Director-General to be likely to prejudice the interests of the ITER Organization, he/she may be suspended, with full or partial pay, or without pay, at any stage of the procedure. In case the staff member concerned is suspended with partial pay, the Director-General shall decide on the amount to be paid.

23.3 Disciplinary Measures

(a) Disciplinary measures that could be imposed by the Director-General upon staff members concerned by misconduct shall consist of:

- Written censure;
- Non-eligibility to (a) step(s) or award at the next advancement exercise;
- Demotion;
- Dismissal with forfeiture of an indemnity for loss of job.

b) If the disciplinary measure consists of a written censure or non-eligibility to (a) step(s) or award at the next advancement exercise, as referred to in paragraph a) above, it shall be, together with all related documents, withdrawn after three years from the personal file of the staff member, unless another disciplinary measure is taken before that period has elapsed.

Any disciplinary measure imposed on a staff member may be appealed directly before the International Labour Organization Administrative Tribunal (ILOAT) within 90 calendar days of the notification of the decision.

Article 24 Repealed

Article 25 Repealed

Appeals

Article 26 Appeals

Serving or former staff members, or their heirs and assigns, may appeal against decisions made by the Director-General. Such appeals or procedures arising from them shall not stay the execution of the decisions being complained of.

26.1 Internal Administrative Appeals

- (a) An internal administrative appeal is a procedure whereby a staff member who considers that he has suffered an infringement of his rights as laid down in these Regulations submits a reasoned request;
- (b) Such a request shall be submitted to the Director-General within two months of the challenged decision;
- (c) When the Director-General does not respond in writing within 30 calendar days in response to a written claim, the above-mentioned period shall run from the 30th day;
- (d) The Director-General shall acknowledge this appeal and reply within 30 calendar days of the date of the receipt;
- (e) In the event of a negative or unsatisfactory reply, or else in the absence of a reply within the prescribed time-limit, the staff member may request mediation by sending a written notice to the Director-General. Such mediation is not obligatory and will not suspend the time periods set in the present Article as well as in the Statute and the Rules of the ILO Administrative Tribunal.

26.2 Mediation

- (a) The mediator shall be a qualified, independent legal expert appointed by the Director-General upon consultation with the Staff Committee established under Article 32 of these regulations, and approved by the Council for a renewable period of three years;
- (b) The mediator shall be provided by the Director-General and the staff member concerned with all documents and additional information he considers necessary for an examination of the case within 10 calendar days of the date of the notification of the mediation request mentioned in paragraph 26.1 e) above;
- (c) The mediator shall submit his conclusions within 20 calendar days of the date on which he has been provided with all the documents and information mentioned in paragraph b) above;
- (d) These conclusions shall not be binding on either the Director-General or the staff member;
- (e) However, the Director-General will have to take a final decision within 10 calendar days of the findings of the mediator, or within 30 calendar days of the date of the request submitted to him by the staff member.

26.3 Date of the Final Decision

The date of the final decision allowing the staff member to bring his case before the ILO Administrative Tribunal is:

(a) either the date of the negative reply if the staff member does not wish to request mediation, or if the Director-General does not reply within 30 calendar days, the 30th one,

(b) or the date of the decision of the Director-General taken within 10 calendar days of the findings of the mediator, or within 30 calendar days of the date of the request, or if the Director-General does not take such a decision within the allowed time period, the 30th day of the date of the request.

26.4 Contentious Appeals

Having exhausted all the internal remedies open to them under the present Article, staff members shall be at liberty to bring their case before the ILO Administrative Tribunal under the Statute and the Rules of the said Tribunal, notably within the time periods set in such Statute and Rules.

26.5 Repealed

Pension and Social Insurance

Article 27 Pensions

27.1 The ITER Organization shall contract out for a conservatively managed defined-contribution pension scheme.

27.2 The pension scheme shall be configured to allow payment to the staff members as either a lump-sum payment, or as an annuity, to be paid by the pension contractor to the staff member upon end of the staff member's employment.

27.3 The pension scheme shall also be configured to allow the beneficiary, in the event of the staff member's death, to receive the accumulated pension as either a lump sum or annuity.

27.4 A monthly contribution equal to 7% of gross basic salary and other payments referred to in Article 16 shall be deducted from staff members' emoluments and shall be complemented by a contribution from the ITER Organization of twice this amount to be paid into this scheme.

Article 28 Medical Insurance

28.1 The ITER Organization shall contract out for a medical insurance scheme.

28.2 A monthly contribution equal to 1.25% of gross basic salary and other payments referred to in Article 16 shall be deducted from staff members' emoluments and shall be complemented by a contribution from the ITER Organization of twice this amount to be paid into this scheme.

Article 29 Life, Invalidity and Unemployment Insurance

29.1 The ITER Organization shall contract out for a life and invalidity insurance scheme.

29.2 A monthly contribution equal to 0.5% of gross basic salary and other payments referred to in Article 16 shall be deducted from staff members' emoluments and shall be complemented by a contribution from the ITER Organization of twice this amount to be paid into this scheme.

29.3 The ITER Organization shall arrange for an unemployment insurance scheme.

29.4 A monthly contribution shall be paid into this scheme by the staff member on a voluntary basis.

The detailed rules and procedures shall be set out in an Internal Administrative Circular.

Post-Doctoral Researchers

Article 30 Special Provisions for Post-Doctoral Researchers

30.1 Post-doctoral researchers shall only be subject to the provisions of Articles 1, 2, 3, 5, 7, 8, 9, 12, 15, 16, 17, 18, 19, 23, 24, 25, 26, 27, 28, 29, the present Article and Article 32.

30.2 Post-doctoral researchers shall be requested and selected from nationals of the Parties or sponsor countries of the fellowship through an open competitive recruitment procedure carried out by the ITER Organization.

30.3 The contracts of employment for post-doctoral researchers shall be for up to two years. The Director-General may extend a contract once for an additional period of one year.

30.4 Post-doctoral researchers shall normally be appointed at the first step of Grade P1. There shall be no advancement or promotion during the contract period.

30.5 The contracts of employment of the post-doctoral researchers may be terminated by the ITER Organization with three months' notice for the reasons set out in Article 6.3(a)(i), or terminated by the post-doctoral researcher with 45 days' notice for any personal reason he/she is not required to state.

Chapter III: Provisions Applicable to Seconded Staff

Article 31 Statutory Provisions

31.1 Seconded staff shall be subject to the provisions of Articles 1, 2, 3, 4, 5, 15, 16, 17, 20, the present article, Article 32, and Articles 13 and 14 if there is no such reimbursement by the employer or by the seconding entity.

31.2 Seconded staff shall be made available through a secondment agreement signed between the ITER Organization and the Domestic Agency. Such staff shall remain in the employment of an entity that has been designated by the Domestic Agency. Secondments shall be limited to nationals of the Parties. However, in duly justified cases the Director-General may grant an exception upon approval by the Council.

31.3 The secondment agreement concluded between the ITER Organization and the Domestic Agency shall set out the function, responsibilities, working conditions, disciplinary procedures, and period of time of the secondment.

31.4 The reports specified in Article 20 shall be submitted to the Domestic Agency. Within each secondment agreement it shall be agreed that the evaluation reports provided by the ITER Organization according to Article 20 will be used in the determination of remuneration for the seconded staff, in accordance with the procedures of the seconding organization. The consequences of these determinations will be reported annually to the Director-General.

31.5 When provided for in the Secondment Agreement, the secondee shall receive a monthly secondment allowance from the ITER Organization. The amount of the allowance shall be defined by the Council on proposal by the Director-General. The allowance shall be updated on a regular basis to take into account the changing local cost of living at the place of secondment.

Chapter IV: Staff Representation

Article 32 Representation of Staff

32.1 A staff committee, elected by the staff members, shall be established for the purpose of ensuring continuous contact between the staff members and the Director-General.

32.2 A general meeting of all members of the staff, held annually, shall, in accordance with a procedure approved by the Director-General, elect the Staff Committee.

32.3 The Staff Committee shall be composed in such a way as to afford equitable representation to all categories of the staff.

32.4 The Staff Committee shall be consulted on questions relating to staff welfare and administration.

32.5 The Staff Committee shall:

- (a) defend the professional interests of all staff of the ITER Organization;
- (b) make proposals for improving the well-being of the staff;
- (c) make suggestions regarding social, cultural and sporting activities for the staff;
- (d) represent all staff members vis-à-vis staff associations of other international organizations.

32.6 The Staff Committee shall meet the Director-General at least twice a year.

Annex I

Indemnity for Loss of Job

1. Circumstances in which the Indemnity is Awarded

An indemnity for loss of job may be awarded to a directly-employed staff member whose contract is terminated for one of the following reasons:

- (a) Suppression of the budgeted post before the end of his contract;
- (b) Changes in the duties of the budgeted post occupied by the staff member of such a nature that he no longer possesses the required qualifications;
- (c) The withdrawal from the Party of which the staff member is a national.

2. The indemnity shall not be due in all other cases, inter alia if:

- (a) The staff member has obtained another post at the same grade at the ITER Organization;
- (b) The staff member has obtained a new appointment in another international organization;
- (c) The staff member, as a public employee of a Member, has obtained re-integration and remuneration in his national administration within 30 days following the termination of his contract by the ITER Organization;
- (d) The staff member's contract has been terminated for professional inadequacy;
- (e) The staff member's contract has been terminated as a result of the imposition of a disciplinary measure resulting in dismissal.

3. Payment of the Indemnity to Staff Members having served up to 5 Years at the ITER Organization

Provided that their current contract has not come to an end, staff members shall be entitled to an indemnity amounting to 5 months of their last monthly emoluments, comprising the net basic salary, as provided for in the ITER Basic Salary Table, and their family and social allowances.

4. Payment of the Indemnity to Staff Members having served more than 5 Years at the ITER Organization

Provided that their current contract has not come to an end, staff members shall be entitled to an indemnity equal to 100 % of their last monthly emoluments per full year of service at the ITER Organization, up to a maximum of 12 months. Monthly emoluments are defined in paragraph 3.

Annex II

Children and Other Dependants

1. Dependant Children

- (a) A legitimate, legally recognized natural, adopted or step child deemed to be a dependant of a staff member is a child whose continuous maintenance and education are ensured by that staff member.
- (b) The staff member concerned must submit to the Human Resources Division copies of documents legally certifying that the child is dependent on him for material support.
- (c) A child shall not be considered a dependant of the staff member:
- when the child attains the age of 26;
 - when, between the age of 18 and 26, the child is not in full-time attendance at an educational institution;
 - when the child is in receipt of a salary, income or fees in his/her own right of an amount that is higher than the amount defined by the ITER Organization, though he/she is in full-time attendance at an educational institution.
- (d) The Human Resources Division shall be entitled to demand that official or notarial documents that it deems necessary to establish a right to the corresponding allowances be produced.

2. Other Dependants

- (a) A person other than a dependant child as defined in paragraph 1 may be considered a staff member's dependant under the following conditions:
- they are the father and/or mother of either the staff member or his/her spouse;
 - they are at least 65 years' old and live continuously with the staff member or spouse, or are regularly admitted to an institution giving specialist medical care for which the costs assumed by the staff member represent at least 15% of their net basic salary and no less than the amount of additional allowance(s) they will receive;
 - the person concerned does not have adequate resources of their own with which to support themselves, as defined by the national poverty threshold of the country he/she lives in.
- (b) The staff member concerned must provide the ITER Organization with valid evidence that the person is dependent on them for material support.
- (c) The ITER Organization shall be entitled to demand that official or notarial documents that it deems necessary to establish a right to the associated allowances be produced.
- (d) No more than two other dependants shall be recognized by the ITER Organization for each staff member and his/her family.

Annex III

Disabled Dependant Children

1. A dependant child is deemed to be disabled if it is established by medical evidence that he is suffering from a serious and permanent disability necessitating either special care or supervision not provided free of charge or special education or training.
2. The decision to pay the allowance shall be made by the Director-General upon presentation of a medical certificate certifying the level of disability of the dependant child. The Director-General may, before taking his decision, consult a qualified medical practitioner to obtain a second opinion.
3. The criterion for entitlement to the provisions of these Regulations shall be the serious and continuing impairment of the physical or mental activities.

Dependant children may thus be deemed to be disabled where they suffer from:

- serious or chronic affection of the central or autonomic nervous system, however caused, such as diseases of the brain, myopathy and autonomic paralysis;
- serious affection of the locomotor system;
- serious affection of one or more sensory systems;
- chronic and disabling mental illness.

The above list shall not be deemed to be exhaustive. It is given by way of indication only, and shall not be taken as a basis for assessing the degree of disability or incapacity.

4. The amount of the allowance shall be equal to the amount of the allowance for a dependant child, and shall be additional thereto.
5. In the event that the staff member concerned or his household is entitled to a similar allowance under a national or international scheme, the amount of the allowance payable by the ITER Organization shall be the amount by which the rate payable under these Regulations exceeds the amount payable under the national or international scheme.

Annex IV

Travel Costs and Removal Expenses

Section I Travel Costs of Staff Members and Their Families Between Their Place of Residence and Duty Station

1. Staff members whose place of residence is more than 100 km from their duty station shall be entitled to reimbursement of the actual costs of travel:

- (a) on taking up their appointment, for travel from their place of residence to their duty station;
- (b) on transfer from the duty station where they were appointed to another duty station more than 100 km away;
- (c) on leaving their appointment:
 - either for travel from their duty station to their place of residence at the time they were appointed;
 - or, for travel from their duty station to a place of residence other than that mentioned above, provided that the expenditure to be reimbursed is not greater.

2. Reimbursement of the travel costs mentioned in paragraph 1 shall be totally or partially refused in the following cases:

- (a) where entitlement has not been established at the time a staff member takes up his appointment;
- (b) if all or part of the expenditure in question has been paid by a government or other body;
- (c) where a staff member leaves his appointment, if the journey does not take place within a period of one year starting from the date the staff member's duties cease, or if the application for reimbursement has not been received by the Human Resources Division within 30 days of the journey;
- (d) when the staff member's duties cease, if the person concerned has resigned before completing twelve months' service at the ITER Organization.
- (e) if a former staff member, whose previous contract was terminated by himself/herself, is appointed by the Director-General in accordance with Article 4.1 above before one full year has elapsed since the date their previous duties in the ITER Organization ceased. In case of special hardship, an exception may be granted by the Director-General.
- (f) if a staff member is dismissed for disciplinary reasons. In case of special hardship, an exception may be granted by the Director-General.

3. Staff members who satisfy the conditions listed in paragraphs 1 and 2, and who receive household allowance, shall also be entitled to:

- (a) reimbursement of travel costs actually incurred by their spouse and dependant children when they join the staff member at his duty station;
- (b) reimbursement of travel costs actually incurred by their spouse and dependant children when they move from one duty station to another duty station situated over 100 km away, if the duration of the transfer is unspecified but exceeds two months;

(c) reimbursement of travel costs actually incurred by their spouse and dependant children when their duties cease, except that the reimbursement may be refused if the staff member resigns before having completed twelve months' service at the ITER Organization.

Section II Removal Expenses

1. Staff members whose place of residence is more than 100 km from their duty station shall be entitled to the reimbursement of expenses actually incurred for the removal of their household effects on the following occasions:

(a) on taking up their appointment;

(b) on transfer of indefinite duration exceeding two months from one duty station to another duty station that is over 100 km away;

(c) when leaving the ITER Organization, except that the reimbursement may be refused if the staff member resigns before having completed twelve months' service at the ITER Organization.

2. Reimbursement of expenses incurred for removal of household effects, including packing, shall be made up to the following limits:

(a) For staff members entitled to household allowance:

- 6000 kg or 40 m³,
- Plus 750 kg or 5 m³ per child residing with the staff member.

(b) For staff members not entitled to household allowance:

- 4000kg or 27 m³

To claim expenses under the provisions of this Section, staff members must submit to the Head of the Human Resources Division, for prior approval, at least three estimates of removal expenses, from different companies, together with an inventory of their household effects. Reimbursement shall be made only within the limits of the entitlement and on the basis of the lower estimate.

3. Staff members may only claim reimbursement under this Section if the expenditure in question is not reimbursable by a government or other authority.

4. Former staff members who themselves terminated their previous contract and who are appointed by the Director-General in accordance with Article 4.1 above shall be entitled to this reimbursement only if one full year has elapsed since the date their previous duties in the ITER Organization ceased. In case of special hardship, an exception may be granted by the Director-General.

5. Staff members who are dismissed for disciplinary measures shall not be entitled to this reimbursement. In case of special hardship, an exception may be granted by the Director-General.

Annex V

Official Duty Expenses

Staff members travelling on official ITER Organization duty shall be entitled to reimbursement of all of their travel costs and to a daily allowance to cover subsistence when away from their place of duty in accordance with the provisions of Article 15 of these Regulations.

Section I Means of Transport

Travel by staff members on duty shall be performed by the most economic means available, subject to the derogations provided for in this Section.

Air and rail travel are considered to be the normal means of transport. The Director-General may, however, authorize staff members on official duty to use a private or official car, in particular when a doctor certifies that they cannot travel by air for medical reasons, and that travel by rail is either not possible, too long or too expensive.

If a staff member travelling on official duty chooses, and is authorized, to travel by means other than the most economic available, the following rules shall apply:

- he shall be entitled only to reimbursement of the cost of the journey by the most economic means of transport;
- he shall be entitled to subsistence allowance only for the length of time he would have taken had his journey been made by the most economic means available;
- working time taken by him in consequence of such travel in excess of the time which would have been taken had he travelled by the most economic means available will count against his annual leave entitlement.

1. Air travel

Except where authorized by the Director-General, all travel shall be in "economy" class or the equivalent.

2. Rail travel

(a) All staff shall be entitled to first-class travel;

(b) For journeys by rail involving night travel of a minimum duration of six hours, staff members shall be entitled to reimbursement of the costs of sleeping berths, but not of sleeping compartments; if the latter are used, staff members shall be entitled to reimbursement of the costs of 1st sleeping berths.

3. Road journeys - use of private cars

(a) Staff members may be authorized to travel by private car in the interests of the ITER Organization. In such cases, they shall be entitled to an allowance per kilometre calculated on the basis of the quickest usual route. The allowance shall be calculated on the basis of the rate applying in the country where the ITER Organization is located, irrespective of the country or countries where the travel takes place. The rates in use shall be promulgated in an Internal Administrative Circular;

(b) If the staff member concerned has been authorized to carry other members of the ITER Organization, he shall be paid an additional allowance per kilometre equal to 10 % of the rate of the kilometric allowance for each passenger; if the route followed involves special charges (such as tolls, or

transport of the car by ship or car ferry), such charges shall be reimbursed on production of supporting vouchers, except for any costs of air travel;

(c) Staff members using their own cars must show beforehand that they hold an insurance policy covering third party risks and risks to passengers in particular;

(d) In the event of an accident, the ITER Organization will not refund the cost of any damage to property.

Section II Subsistence Allowance for Staff Members Travelling on Official Duty

1. Staff members travelling on official duty shall be entitled to subsistence allowance, if the destination is more than 100 kilometres from their duty station, at the rates decided each year by the Council.

However, the Director-General may authorize:

(a) Special rates for countries where the cost of living is higher or lower than the normal rates;

(b) The payment of subsistence allowance at a higher rate than that to which staff members would normally be entitled if this will facilitate the transaction of official business;

(c) The payment of an allowance if sick leave has to be granted during the mission, except where the mission is being carried out in the place where the staff member lives.

2. Subsistence allowance shall be calculated as follows:

(a) Staff members shall be entitled to one day's subsistence allowance for each complete 24-hour period of duty;

(b) No subsistence allowance shall be payable for periods of less than 4 hours;

(c) Where the period of duty is 4 hours or more but less than 8 hours, the staff member shall be entitled to one-quarter of the daily allowance. He shall likewise be entitled to one-quarter of the daily allowance in respect of any period of 4 hours or more but less than 8 hours in excess of any complete period of 24 hours;

(d) Where the period of duty is 8 hours or more without hotel accommodation, the staff member shall be entitled to one-half of the daily allowance. He shall likewise be entitled to one-half of the daily allowance in respect of any period of 8 hours or more but less than 24 hours in excess of any complete period of 24 hours;

(e) Where the mission necessarily involves hotel accommodation, the staff member concerned may be paid the full daily allowance;

(f) A notional period shall be added to the actual journey time for the purpose of calculating subsistence allowance to allow for travelling time to the main station or airport. This period shall be as follows:

- 2 hours for train journeys;
- 3 hours for air travel.

3. Reduced subsistence allowance

The allowance shall be reduced:

- (a) By 15% for each main meal (lunch or dinner) if the meal has been paid for by another organization or external body;
- (b) By 30% for each overnight travel by night ferry, sleeping berth or compartment by rail, or by air except for air travel by business class authorized by the Director-General, where a reduction of 50% shall be applied;
- (c) By 50% if overnight accommodation has been paid for by the ITER Organization in advance, or by another organization or external body;
- (d) Without prejudice to paragraph (c) above, by 30% if a staff member cannot present evidence of payment for overnight accommodation.

4. Additions to subsistence allowance

The allowance shall be deemed to cover all the expenses liable to be incurred by a staff member travelling on duty, except the expenses listed below, for which additional reimbursement may be claimed:

- (a) Visa fees and similar charges arising directly from travel on official duty;
- (b) Excess luggage charges authorized expressly by the Director-General;
- (c) Postal, telegraphic and long-distance telephone charges incurred for official purposes;
- (d) Hospitality expenses incurred by staff members in conformity with conditions laid down by the Director-General;
- (e) Taxi fares, provided the Director-General has given his prior approval and evidence of the expenditure is produced.

If in certain circumstances the expenditure on accommodation exceeds 60 % of the daily subsistence allowance the ITER Organization may reimburse the excess amount partially or totally on presentation of vouchers and sufficient proof that additional expenditure was unavoidable. This reimbursement may not exceed 30 % of the daily subsistence allowance.

Annex VI

Sick Leave, Maternity Leave and Other Special Leave

1. Absence for Health Reasons and Sick Leave

- (a) Staff members absent owing to sickness or accident for more than three consecutive days shall be required to produce a medical certificate within three days of ceasing work.
- (b) Absences occasioned by sickness or accident that last no more than three days and for which no medical certificate is provided may, if they exceed nine working days in any one calendar year, entail a corresponding reduction in the annual leave due to the staff member concerned or a corresponding reduction in his emoluments if he has already taken his annual leave in full.
- (c) Staff members absent owing to sickness or accident shall be entitled, on production of a medical certificate, to sick leave with full pay and allowances for a maximum period of 26 consecutive weeks.
- (d) Continuous absence due to sickness or accident exceeding 26 consecutive weeks may be regarded by the Director-General as grounds for termination of contract.
- (e) Frequent recurrence of short periods of illness may be regarded by the Director-General as grounds for termination of contract.
- (f) The Director-General may at any time require the staff member concerned to undergo a medical examination.

2. Infectious Diseases, Vaccination and Accidents

- (a) Any staff member contracting an infectious disease must absent himself from duty and report the circumstances immediately to the Head of the Human Resources Division. If an infectious disease is reported among the family or intimate friends of a staff member, the latter must immediately inform the Head of the Human Resources Division and conform to such health precautions as may be prescribed by that officer. All staff members who have been in contact with a person who has contracted an infectious disease and are as a result obliged to absent themselves from duty shall be entitled to all of their emoluments; such absence shall not be deducted from either their sick leave or annual leave entitlements.
- (b) Staff members shall submit to any preventive vaccinations or inoculations that may be required.
- (c) All accidents to staff members, whether incurred at work or outside the ITER Organization, however trifling they may appear at the time, must be reported immediately by the staff member to the Head of the Human Resources Division, together with the names and addresses of any witnesses.

3. Special Leave, Marriage Leave and Maternity Leave

- (a) Special leave with full or part pay, not exceeding eight working days per year, or without pay, may be granted by the Director-General for exceptional or urgent private reasons.
- (b) Special leave of six days with full pay shall be granted on the occasion of the marriage of a staff member.

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(c) Maternity leave on full pay, and not to be charged against sick or annual leave, shall be granted to staff members on production of an appropriate medical certificate. Maternity leave shall be for sixteen weeks, beginning six weeks before the expected date of birth. If the birth occurs after the expected date, the leave shall be extended until the expiry of ten weeks following the birth.

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Annex VII

Composition and Procedures of Disciplinary Boards

1. Composition of the Disciplinary Board

The Disciplinary Board shall consist of:

- (a) A professional or higher category staff member designated by the Director-General, other than the Head of the Human Resources Division or the person to whom the staff member concerned is responsible, as Chairman;
- (b) A staff member designated by the Director that is the hierarchical responsible for the staff member to whom the case applies;
- (c) A staff member nominated by the staff member concerned;
- (d) The legal adviser, without the right to vote;
- (e) The Head of the Human Resources Division sitting ex-officio as Secretary of the Board.

2. Procedure

- (a) The Disciplinary Board shall review all the documents relevant to the consideration of the case. It shall, if the party concerned so requests, hear him/her. The party concerned may have the assistance of, or be represented by, a staff member. The Disciplinary Board shall also hear any person it deems advisable to summon;
- (b) The Disciplinary Board shall decide on its recommendation in camera. Its members shall not disclose any information which may have come to their knowledge during the proceedings, or any particulars of the proceedings;
- (c) The Disciplinary Board shall give its reasoned opinion to the Director-General. That opinion shall include a recommendation as to whether a sanction is appropriate, and if so, the severity of that sanction.

Annex VIII

Internal tax

1. The internal tax shall be calculated at the following rates for Professional Staff members:

<i>Taxable payments (Euro)</i>	<i>Internal Tax Rate (percentage)</i>
First 37,526.85 per year	19.73
Next 37,526.85 per year	30.68
Next 37,526.85 per year	37.26
Remaining taxable payments	41.64

2. The internal tax shall be calculated at the following rates for Specialized Technical Support Staff members:

<i>Taxable payments (Euro)</i>	<i>Internal Tax Rate (percentage)</i>
First 31,740.98 per year	20.82
Next 31,740.98 per year	25.21
Next 31,740.98 per year	28.49
Remaining taxable payments	33.97

The above tables are to be applied starting from January 2012.