

Staff Regulations of the ICPDR ¹⁾

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STAFF REGULATIONS

Article I GENERAL

1.1 Authority and Applicability

- (a) These Regulations shall apply to all staff members the Permanent Secretariat (PS), holding a fixed-term appointment.
- (b) In implementing these Regulations, the Executive Secretary may issue corresponding, specific Staff Rules as necessary after approval by the International Commission.

1.2 Definitions

For the purpose of these Regulations the following definitions shall apply unless otherwise following from the context.

- (a) ICPDR: International Commission for the Protection of the Danube River
- (b) PS: Permanent Secretariat of the ICPDR

Staff Member

A person holding a fixed-term appointment with the PS.

Fixed-Term Appointment

An appointment with the PS, having an expiration date specified in the letter of appointment, granted for a period of one year or more.

Dependent Child

A child who is less than 18 years old and for whom the staff member provides no less than half of the total support.

1.3 Scope and Purpose

- (a) These regulations set out the conditions of service and the basic duties, obligations and rights of staff members of the PS, as far as applicable and set out the broad principles of personnel policy in accordance with the Statute and the Rules of Procedure. They are comprehensive and concluding. Other legislation, in particular Austrian labour law, does not apply subsidiarily unless explicitly specified.

- (b) These regulations also apply to the Executive Secretary as a staff member, who shall refer to the President unless otherwise specified in these regulations.

1.4 Accountability

- (a) The Executive Secretary shall be responsible and accountable to the ICPDR for the proper application of his/her duties and tasks as arising from the Danube River Protection Convention (DRPC).
- (b) Each staff member is responsible and accountable to the Executive Secretary, respectively to the President in case of the Executive Secretary, regarding his compliance with the common and specific duties and tasks to be met in his function.

Article II DUTIES, OBLIGATIONS AND PRIVILEGES

2.1 The International Nature of the Service

Staff members of the PS are international civil servants. By accepting appointment, staff members pledge themselves to discharge their functions and regulate their conduct with the interests of the ICPDR only in view. The Executive Secretary is subject to the authority of the ICPDR, respectively to its President, the other staff members are subject to the authority of the Executive Secretary, in the performance of their duties. They shall neither seek nor accept instructions from any Government or from any authority external to the ICPDR and its Expert Bodies.

2.2 Staff Members' Conduct

- (a) The Staff members appointed to work in the PS shall carry out their duties and responsibilities professionally and with due diligence, as specified in the Job Description applicable to the post in question, or as otherwise instructed by the Executive Secretary. Staff members shall conduct themselves at all times in a manner befitting the international status of the ICPDR and its Expert Bodies. They shall not engage in any activity, which is incompatible with the proper performance of their duties. They shall avoid any action and, in particular, any kind of public pronouncement which may adversely reflect on their status as well as on the integrity, independence and impartiality of their position and function as staff members of the PS. They shall respect the laws of the countries in which they enjoy privileges and immunities.
- (b) Staff members (working full time) shall not engage in any occupation or employment outside the ICPDR without prior approval by the Executive Secretary, who shall consult the President. Staff members working part time shall inform the Executive Secretary if they engage in any occupation or employment outside the ICPDR. They may not engage in any occupation or employment outside the ICPDR if there is a possibility that this occupation or employment conflicts with the interests of the ICPDR.
- (c) No staff member may be actively associated with the management of any business, nor may he or she hold a financial interest in any business, if there is a possibility that the staff member will benefit from such association or financial interest by reason of his/her official position with the ICPDR.

- (d) Staff members shall notify the Executive Secretary, respectively the President, in case of the Executive Secretary, in writing of any event affecting their status under these Staff Regulations. In particular they shall give such notification on:
- (i) changes in their nationality, family or dependency status;
 - (ii) any arrest, indictment or summons into court as a defendant in a criminal proceeding or conviction, fine or imprisonment for the violation of any law.

2.3 Acceptance of Honours, Gifts and other Distinctions

In connection with their duties staff members shall not receive any honour, decoration, favour, gift or remuneration from any Government or from any source external to the ICPDR and its Expert Bodies without prior permission from the ICPDR, except for gift or remuneration of a value of less than 30 EUR.

2.4 Proprietary Rights

All rights, including title, copyright and patent rights, in any work performed by a staff member, as part of his/her official duties shall be vested in the ICPDR.

2.5 Release of Information

Staff members shall observe maximum discretion with regard to all matters of official business. They shall at no time use information known to them by reason of their official position to private advantage, nor shall they publish anything based thereon except with the written approval of the Executive Secretary, respectively the President, in case of the Executive Secretary. Staff members shall also not communicate such information to third parties except in connection with the discharge of their functions. These obligations shall not cease upon separation from the PS.

2.6 Privileges and Immunities

Privileges and immunities granted to staff members of the PS in conformity with the Seat Agreement are conferred in the interests of the ICPDR and its Expert Bodies. Such privileges and immunities shall not exempt staff members from performance of the obligations applying to them outside the performance of their duties or from the observance of laws and police regulations. In any case where the question of claiming immunity from a legal suit or process may arise, the staff member involved must immediately report such question to the Executive Secretary and his/her deputy.

The latter shall decide, whether immunity should be waived in accordance with the Seat Agreement.

2.7 Normal Working Week and Compensation for Overtime

- (a) The Executive Secretary shall establish normal working hours and shall decide which days are to be observed as holidays.
- (b) The normal working week shall consist of five working days, Monday through Friday, of eight working hours each for full-time staff and four working hours each for half-time staff. Exceptions may be made as the needs may require. Staff members shall work beyond the normal working hours if required. The Executive Secretary shall keep the overtime working hours within a reasonable limit.

- (c) Support staff members, who have been explicitly required by their supervisors to work in excess of the established working week shall be given compensatory time off within three months. If overtime working hours cannot be compensated by time off within three months, support staff members may receive additional payment. The conditions for such overtime compensation shall be established by the Executive Secretary and approved by the ICPDR.

Article III APPOINTMENTS

3.1 Recruitment of staff to the PS

All staff of the PS will be selected competitively and according to the specific Job Descriptions, which are given in the annex, for the relevant post(s) as established by the ICPDR. For the international posts, i.e. the Executive Secretary, Technical and Administrative Staff, vacancies shall be announced internationally i.e. in all countries of the Contracting Parties. Vacancies for support staff (secretaries) shall be announced nationally in the seat country of the ICPDR (Austria) Recruitment shall be subject to open competition among nationals of Contracting Parties without regard to race, colour, gender, mother tongue, religion and beliefs, or to national, ethnic or social origin. Under no circumstances shall specific posts come to be identified with any one Contracting Party, region or group of States.

3.2 Appointment of the Executive Secretary

(a) **Selection procedure:**

- 1) Vacancies are announced in all countries of the Contracting Parties by way of open tender.
- 2) Only candidates from countries of the Contracting Parties are eligible. There should be a balance in the candidates selected for interview from countries of the Contracting Parties.
- 3) The ICPDR shall appoint a selection committee, which shall evaluate the applications and interview the candidates.
- 4) The committee shall propose the most qualified and experienced candidate to the ICPDR. If consensus cannot be achieved among committee members, the ICPDR will select the candidate.

- (b) The Executive Secretary shall be appointed by the President in accordance with the decision of the ICPDR. The term of the Executive Secretary shall be fixed for three years with the possibility of a three-year extension provided that his/her performance is satisfactory and that the ICPDR unanimously agrees.

3.3 Appointment of Technical and Administrative Staff

(a) Selection procedure:

- 1) Vacancies are announced in all countries of the Contracting Parties by way of open tender.
 - 2) Only candidates from countries of the Contracting Parties are eligible. There should be a balance in the candidates interviewed from states of the Contracting Parties.
 - 3) The ICPDR shall appoint a selection committee, which shall evaluate the applications and interview the candidates.
 - 4) The committee shall propose the most qualified and experienced candidate(s). If consensus cannot be achieved among committee members, the ICPDR will select the candidate(s).
- (b) The Technical and Administrative Staff members of the PS shall be appointed by the Executive Secretary in accordance with the decision of the ICPDR. Appointment periods for positions in the PS shall be limited to three years, with the possibility of a three-year extension provided that his/her performance is satisfactory and that the ICPDR agrees. The Executive Secretary shall ensure that the timing of new staff recruitment, without prejudice to Article IV, takes place on a rotational basis in order to ensure that not all staff is replaced at the same time.

3.4 Appointments of Support Staff

- a) The Executive Secretary shall appoint Support Staff members of the PS in accordance with the selection procedure as specified in 3.4(b). Appointment periods for positions in the PS shall be fixed to no more than 3 years, with the possibility of subsequent extensions.
- b) **Selection procedure:**
- 1) Vacancies are announced in the seat country by way of open tender.
 - 2) The Executive Secretary and the elected staff representative shall evaluate the applications and interview the candidate.
 - 3) The Executive Secretary shall select and appoint the most qualified and experienced candidate.

3.5 Qualifications and Experience of the Staff

The common and specific qualifications and experience required of PS staff members are determined in the Job Descriptions of the PS Staff.

3.6 Allowances and Benefits of International Staff

The allowances and benefits available to internationally recruited staff members include:

- (a) travel expenses upon initial appointment and on separation from service for themselves, their spouses and dependent children,
- (b) settlement and repatriation grant
- (c) education allowance in respect of their dependent children

Staff members shall not be entitled to the foregoing allowances and benefits to the extent that they receive benefits in money or kind, which serve essentially the same purpose as these allowances, and benefits from other sources.

3.7 Medical Standards

The Executive Secretary shall apply internationally recognized medical standards which staff members shall be required to meet before appointment. As a precondition of appointment, staff members shall be required to submit satisfactory evidence by a reputable medical authority that they meet the medical standards established.

3.8 Letters of Appointment

Upon appointment the Executive Secretary and the other staff members shall receive a letter of appointment signed respectively by the President of the ICPDR or by the Executive Secretary or an official authorised by the latter, as the case may be. The letter of appointment shall set out expressly or by reference all terms and conditions of employment. Letters of appointment shall also be issued to staff seconded from their government.

3.9 Appointment Periods

The ICPDR is committed to the principle of non-career service. Thus:

- a) A fixed-term appointment, having an expiration date specified in the letter of appointment, may be granted for an initial period not exceeding three years. The period of probationary service under such an appointment shall normally be six months. At no time shall a fixed-term appointment be deemed to carry any expectation of or right to extension or conversion to another type of appointment. An extension of the initial appointment may be granted in accordance with the principles set forth in (b) below.
- (b) Appointments of staff members holding posts in the Professional or Administrative category, may be extended only once by the Executive Secretary, after approval by the ICPDR, for a further three-year period, provided that the staff member's performance is satisfactory and if so wished by the candidate.
- (c) Appointments of staff members holding posts in the support category may be extended by the Executive Secretary for subsequent periods, provided that the staff member's performance is satisfactory and if so wished by the candidate.
- (d) Appointments of staff members who reach the age of 65 while in service shall normally expire on the last day of the month of their 65th birthday. On an exceptional basis, the Executive Secretary, respectively the ICPDR in case of the Executive Secretary, may extend the appointment of the staff members over 65 for an additional period of maximum one year.

3.10 Performance Evaluation

The performance of staff members in the Professional, Administrative and Support categories shall be the subject of periodic reports in accordance with a system established by the Executive Secretary as agreed upon by the ICPDR. The Performance Evaluation should take place before the end of the contract period of staff members. The Performance Report should be submitted to the Heads of Delegation.

Article IV SEPARATION FROM SERVICE

4.1 Termination of Appointments

- (a) The President may, upon proposal of the Executive Secretary, terminate the appointment of a staff member before its expiration date if such action is deemed necessary for appropriate administration of the PS and if it is in accordance with the provisions of paragraph 4.2. The termination will become effective one month after its notification. Each termination shall be reported to the Heads of Delegation.
- (b) The ICPDR may terminate the appointment of the Executive Secretary before its expiration date accordingly. The termination will become effective three months after its notification.

4.2 Grounds for Termination

The appointment of a staff member may be terminated on the following grounds:

- (a) if the staff member has not completed or is unable to complete the probationary period in a satisfactory manner;
- (b) if the needs of the ICPDR require abolition of the post or reduction of staff;
- (c) if the staff member is, for reasons of health, incapacitated for further service;
- (d) if the staff member has committed a serious breach of relevant regulations or rules;
- (e) if the services of the staff member prove to be unsatisfactory or if his/her conduct clearly indicates that he/she does not meet the standards of integrity required under the Staff Regulations.

4.3 Right to appeal

The staff members shall have the right to appeal any such decision according to Article X of these regulations.

4.4 Resignation

A staff member may resign by giving the Executive Secretary a minimum of three month written notice. The Executive Secretary may resign by giving the President a minimum of three months written notice.

4.5 Payment in Lieu of Unused Annual Leave

If at the time of separation a staff member has unused annual leave, he/she shall be paid in lieu thereof the cash equivalent for the period of such accrued leave up to a maximum of thirty working days, calculated on the basis of the last net base salary.

Article V

SALARIES AND RELATED ALLOWANCES

5.1 Salaries

Salaries of staff members shall be in accordance with the Salary levels as established by the ICPDR in relation to the actual Austrian civil servant salary levels.

5.2 Allowances

- a) Staff members, unless they are permanent residents or nationals of Austria, shall receive an education allowance for dependent school-age children, of 75 per cent of schooling costs actually incurred, not to exceed the maximum education grant set by the United Nations Office in Vienna. Education allowances shall be paid only to meet the costs of education up to and including secondary level but not beyond.
- b) The education allowance shall be payable for each dependent child in full-time attendance at a primary or Secondary/vocational School. Entitlement to the education allowance shall cease at the end of the school year in which the child completes his/her education or reaches the age of 20 years, whichever is earlier.
- c) Where attendance is for less than two thirds of the scholastic year, the amount of the allowance shall be the proportion of the annual allowance otherwise payable, which the period of attendance bears to the full scholastic year. The education allowance shall not be payable in respect of:
 - (i) Attendance at a kindergarten or nursery school at the pre-primary level;
 - (ii) Private Tuition
 - (iii) Correspondence courses.
- e) A dependent child shall mean any of the following
 - (i) The staff member's natural or legally adopted child;
 - (ii) The staff member's stepchild, if residing with the staff member;
 - (iii) Where adoption is not possible, a child for whom the staff member assumes legal responsibility.

Article VI

TRAVEL EXPENSES, SETTLEMENT AND RE-PATRIATION GRANT

6.1 Travel Expenses

- (a) The PS shall reimburse staff members for expenses for travel on official business according to the respective rules to be agreed upon by the ICPDR.
- (b) The PS shall reimburse staff for travel expenses incurred by the staff member, by the staff member's spouse and by his/her dependent children, upon:
 - (i) appointment;
 - (ii) separation from service, unless the staff member has been summarily dismissed, or resigned before completing a period of service of one year.

6.2 Settlement and Repatriation Grants

- (a) Staff members who have not continuously resided in Austria for the last three years prior to taking up their appointment shall be eligible for a settlement grant upon appointment and a repatriation grant upon separation.
- (b) The grants payable to the staff member shall be the equivalent of one month full salary.

6.3 Removal of Household Effects

- (a) Staff members appointed for a period of not less than one year, shall be entitled to be paid the cost of removal of their household effects upon assignment and upon separation by the most economical means of transportation.
- (b) Costs shall be reimbursed according to the expenses actually incurred, up to a maximum equivalent of 3,000 Euro (2006), including insurance costs, on assignment and upon separation.

Article VII LEAVE

7.1 Annual Leave

Staff members shall be entitled, while in full-pay status, to annual leave at the rate of two-and-a-half working days per month. Annual leave may be accumulated, but not more than 15 working days may be carried over beyond 31 December of any year, unless otherwise justified by exceptional circumstances.

7.2 Special Leave

- (a) Staff members may be granted, in exceptional cases, special leave for the following reasons:

(i) marriage of the staff member	one day
(ii) change of residence of the staff member	one day
(iii) death of spouse/child	four days
(iv) death of a parent/parent-in-law	two days

7.3 Sick Leave and Maternity Leave

- (a) Staff members who are unable to perform their duties because of illness or injury or whose attendance is prevented by public health requirements shall be granted sick leave. Female staff members shall also be entitled to maternity leave in accordance with provisions established and agreed upon accordingly.
 - i. A staff member absent from duty because of sickness for a period of more than three consecutive working days shall produce a certificate from a duly qualified medical practitioner stating the probable duration of his/her incapacity. Staff members insured in a national social security scheme shall also immediately notify that scheme of such sickness in accordance with the provisions of that scheme.

- ii. Staff members shall be entitled to three consecutive working days as uncertified sick leave, provided that in one calendar year the total uncertified sick leave does not exceed seven working days. However, the Executive Secretary may require to present medical certification for such sick leave.
- (b) Staff members shall be granted sick leave not exceeding 4 consecutive months. The Executive Secretary may propose to terminate the appointment of the staff member after this period in accordance with § 4.01 and 4.02. Staff members shall receive full salary during sick leave.
 - (c) Female staff members shall be entitled to a total of 16 weeks of maternity leave with full pay. This period may be extended by two weeks in the event of a multiple birth.
 - i. Maternity leave may commence not earlier than six weeks prior to the anticipated date of birth and end not less than ten weeks after delivery.
 - ii. Annual leave shall accrue during the period of maternity leave, provided that the staff member returns to service for at least six months after completion of the maternity leave.
 - iii. During maternity leave the appointment of the staff member cannot be terminated by the ICPDR unless it normally expires.

Article VIII SOCIAL SECURITY

8.1 Health Insurance

- (a) The Executive Secretary shall make provision for the health insurance of staff members.
- (b) Staff shall participate either in the national social security system of the host country, a group health insurance system selected by the Executive Secretary, or a health insurance scheme recognised by the Executive Secretary.
- (c) The Executive Secretary shall determine the conditions of participation in these schemes. The ICPDR shall contribute towards the cost of such participation in accordance with guidelines to be provided by the Executive Secretary.

8.2 Professional Insurance

The Executive Secretary shall make provision for professional insurance of staff members to cover death or injury connected with the performance of official duties.

Article IX STAFF REPRESENTATION

9.1 Staff Representation

- (a) Staff members shall have the right to elect staff representatives.
- (b) They shall, inter alia, be entitled to initiate proposals to the Executive Secretary.

Article X APPEALS

10.1 Appeals Procedures

- (a) A staff member, a former staff member or a rightful claimant on his/her behalf, who is aggrieved by a decision of individual application, which he/she considers contrary to these regulations or rules made in implementation of them, may request the President to retract or modify such decision.
- (b) In case of discharge or dismissal, the staff member, former staff member, or a rightful claimant on his/her behalf, may appeal to the ICPDR against such a decision.

Article XI AMENDMENT AND SUSPENSION

11.1 Revisions, Amendments and Suspension

- (a) These Regulations may be revised, amended or suspended by the ICPDR. Proposals for amendments shall be communicated to the ICPDR for approval prior to being put into effect by the Executive Secretary.
- (b) The ICPDR shall review periodically the conditions of service of the staff of the PS, including the adequacy of the level of remuneration and its affordability in the light of the ICPDR's financial situation.