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BIML Staff Regulations

Statuts du Personnel du BIML



Staff Regulations
of the
International Bureau of Legal Metrology

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Foreword

This edition of the *Staff Regulations of the International Bureau of Legal Metrology* is the result of decisions taken by the International Conference on Legal Metrology (Conference) or the International Committee of Legal Metrology (CIML) on the following occasions:

- CIML, postal consultation from 1971.10.08 to 1972.09.05,
- CIML, Fourteenth Meeting, June 1975
- CIML, Sixteenth Meeting, June 1978
- Sixth Conference, June 1980
- CIML, Nineteenth Meeting, May 1983
- Seventh Conference, October 1984
- CIML, Twentieth Meeting, October 1984
- CIML, Twenty-first Meeting, April 1986
- Eighth Conference, October 1988
- CIML, Twenty-fourth Meeting, September 1989
- Ninth Conference, November 1992
- CIML, Twenty-eighth Meeting, October 1993
- CIML, Thirty-eighth Meeting, October 2003

in application of the following provisions of the *Convention establishing the OIML* which relate to the staff of the International Bureau of Legal Metrology:

ARTICLE XX

The Bureau shall have its administrative headquarters in France.

ARTICLE XXI

The personnel of the Bureau shall consist of a Director and assistants appointed by the Committee besides employees or agents, either permanent or temporary, recruited by the Director.

The personnel of the Bureau and, should the occasion arise, the experts referred to in Article XVIII, shall be salaried. They receive salaries or wages, or indemnities the amount of which shall be determined by the Committee.

The statutes of the Director, of the assistants and of the employees or agents, shall be determined by the Committee, in particular as regards conditions of recruitment, work, discipline and pension.

The appointment, discharge or dismissal of the Bureau's agents and employees of the Bureau shall be ordered by the Director, except in so far as regards assistants appointed by the Committee, who may only be subject to such measures by decision of the Committee.

ART XXII (extracts)

The Director shall be responsible for the working of the Bureau under the control and the direction of the Committee, to whom he shall be responsible and to whom he will present, at each ordinary session, a report of the conduct of business.

The Director shall collect the revenue, prepare the budget, be responsible for all disbursements in respect of personnel and equipment, and manage the funds.

This edition also takes into consideration minor editorial amendments resulting from evolutions that have occurred since the end of 1995, at which date the previous edition of the Staff Regulations were issued, as well as from the change from the French-franc to the Euro on 2002.01.01.

Chapter I

COMPOSITION OF THE STAFF

Article I

The staff of the International Bureau of Legal Metrology shall include, as necessary:

- a - The Director of the Bureau,
- b - Permanent agents specialized in legal metrology and supporting activities: Assistant Directors, Engineers, Editors, Computer Engineers, etc.,
- c - A permanent agent specialized in administration: Administrator,
- d - Permanent agents engaged in administrative tasks, e.g.: Office Managers, Secretaries, Clerks, Filing Clerks, Translators, Clerical Assistants,
- e - Permanent agents engaged on service tasks.

Experts and temporary agents are covered by Article VII below.

CHAPTER II

RECRUITMENT - PROBATIONARY PERIOD - CONTRACT of EMPLOYMENT

Article II: Recruitment

The International Committee of Legal Metrology shall appoint the Director of the Bureau and, according to the requirements of the Organization and within its budgetary limits, the Assistant Directors. These decisions of the Committee shall be taken by secret ballot.

Note: In respect of these agents the Committee will seek as wide as possible a geographical distribution between the Member States of the Organization and, without placing obstacles in the way of fresh talent, account will be taken of the experience of agents already serving at the Bureau.

The Director shall appoint, according to the requirements of the Bureau and within the budgetary limits of the Organization, the permanent agents specialized in legal metrology and supporting activities (other than the Assistant Directors), the Administrator, the permanent agents engaged on administrative and service tasks, as well as the experts and temporary agents.

Article III: Probationary period

Every agent recruited to a permanent post shall complete a probationary period of six months before being confirmed, if appropriate, in the post. During this probationary period the engagement may be terminated:

- by the agent concerned: at any time with one month's notice,
- by the authority that decided on the recruitment (President of the Committee for the recruitment of the Director and Assistant Directors, Director of the Bureau for the recruitment of other staff) at the end of the probationary period.

During the probationary period the person concerned shall be subject to all the obligations and shall enjoy all the privileges of serving agents.

Article IV: Contract of employment

Both the Organization and any agent recruited to a permanent post shall be bound by a contract of employment drawn up and signed upon recruitment but which does not take effect until after the probationary period laid down above.

Note: If at the end of the probationary period the President of the Committee or the Director of the Bureau are not yet sure that the agent is able to fulfill his/her duties, it may be decided to extend the probationary period by up to six months.

The contract shall be drawn up and signed by the President of the Committee for the recruitment of the Director and Assistant Directors, Director of the Bureau for the recruitment of other staff and shall bind the Organization accordingly.

The contract shall be in accordance with the clauses of these Regulations; however the President or the Director, with the agreement of the person concerned, may supplement or adapt certain clauses in special circumstances.

Article V: Medical conditions

The conclusion of the contract shall be subject to the production by the recruited agent of medical certificates stating, within the limits of current medical knowledge, that he/she is fit for the duties he/she is required to perform and has not contracted a tubercular, cancerous, cardiac or mental disease in respect of which the Organization has special obligations (Chapter V, Art. XIV) or from any other disease that is either contagious or incompatible with the Bureau's working conditions.

Article VI: Length of appointment

The contract shall be (according to the decision of the recruiting authority):

- either for a term of 5 years; the contract may then be renewed by periods of 5 years or less but it may not be extended beyond the end of his/her 68th year of age as regards the Director and the 65th year of age as regards other agents, these being the age limits for remaining in post, or
- for a term which extends to the above maximum age limits for remaining in post.

The contract may be terminated at any time by the person concerned by giving six months' notice for category I or II staff, or one month's notice for category III or IV staff. However, the Organization is committed until the expiry date of the contract (except as laid down in Chapter VII, Art. XIX, paragraph 1).

Article VII: Experts and temporary agents

Experts and temporary agents may be recruited for specific tasks; they shall receive an allowance fixed according to each case. The contract shall mention those provisions of the present Regulations which are applicable. They shall, however, be subject to any relevant provisions of the prevailing French regulations on employment.

CHAPTER III

DUTIES and OBLIGATIONS - CONDITIONS of WORK

Article VIII: Duties and obligations

All agents shall undertake to work only to further the interests of the Organization; their responsibilities are not of a national order, but are international.

In the performance of their duties they shall neither receive nor solicit instructions from any Authority or person other than those that govern the Organization.

They shall be bound to absolute discretion as regards all business of the Organization.

They may not pursue occupations that are incompatible with their duties, their obligations or their work, or engage in outside employment without having first obtained written authorization from the President of the Committee (with regards to the Director and Assistant Directors) or the Director of the Bureau (with regards to other agents).

They may exercise their normal civic rights but shall abstain from political activities incompatible with the neutrality incumbent upon an international organization.

Article IX: Conditions of work

The Director shall be responsible for the overall management of the Bureau. By virtue of this authority he/she shall perform all the duties and exercise all the powers that are delegated to him/her by the *Convention establishing the OIML* and the present *Regulations*; he/she has authority over the staff; he/she shall be responsible to the Committee for the management of the Bureau.

Other agents shall be required to collaborate in the operation of the Bureau in accordance with the instructions and directives of the Director, within the limits of the duties and obligations defined in their contracts.

The working hours are fixed according to French legislation.

Agents shall be entitled, after one year's service, to an annual leave allowance of 30 working days, taken during the year at the discretion of the agent, but also taking into account the exigencies of their duties and with the agreement of the Director. During his or her first year of presence, an agent is entitled to a leave allowance of 2.5 days per month of presence. Agents who are not French nationals and who are not permanently resident in France shall receive an additional annual leave allowance of two working days. Agents aged 60 years and over shall receive an additional annual leave allowance of two working days. Agents who have been working within the Bureau during 30 years and over shall receive an additional leave allowance of one working day, which may not be added to the two working days of additional leave allocated to agents aged 60 years and over.

A maximum of ten days' leave allowance may be carried forward until 30 April of the following year.

Agents shall be entitled to the official French public holidays and shall be granted compassionate leave (for birth, marriage, death, etc.) in accordance with French custom.

In special cases the Director may grant additional short periods of leave. However, as a rule, any leave associated with the national day in a country from which an agent originates or with his/her religious beliefs shall be taken out of the annual leave indicated above.

All facilities shall be afforded to agents to enable them to undergo their compulsory and official reserve military training if the necessity arises; during such periods employees shall receive full pay, but not travel allowances.

Chapter IV

REMUNERATION

Article X: Salaries and allowances

1 Annual evaluations

The agents are subject to an annual evaluation by the President of the Committee (Director) or by the Director (in the case of other staff). This evaluation includes:

- the determination, by agreement between the agent and the evaluator, of individual objectives,
- the assessment of the degree of accomplishment of these objectives during the period in question.

The reports of the annual evaluations of the Assistant Directors are submitted by the Director to the approval of the President of the Committee.

The conclusions of these annual evaluations are noted in duplicate: one copy is kept by the agent and the other by the Bureau.

2 Salaries

The various salary scales are shown in Annex 4 and are expressed in BIML salary index points. The current value of the salaries is calculated as described in Annex 2.

The Committee may amend points in the scales to take account of the state of the French economy, the salaries of officials of other international organizations having their headquarters in France, and the career structure they wish to offer to agents of the Bureau.

In general a newly recruited agent shall begin at the bottom of his/her salary scale; however, the President of the Committee (concerning the Director and the Assistant Directors) or the Director of the Bureau (concerning other staff members) may decide otherwise in special individual cases. As regards promotion within the Bureau, the promoted agent shall be placed in the higher grade at the incremental point that ensures him/her a salary equal to or immediately above that which he/she was receiving previously (if the salary is equal the agent shall retain at his/her new incremental point the seniority that he/she had acquired at his/her old one).

The length of service to be spent at each incremental stage of the "normal" part of the scale before proceeding to the next highest is stated in Annex 2. The evaluating authority (see X.1 above) may reduce or increase within a maximum of half its value the length of service laid down for each incremental stage according to the result of the above-mentioned evaluations.

3 Allowances

In addition to salaries the following allowances shall be paid to the following agents:

- A supplementary annual bonus, based on the results of the evaluations mentioned in X.1. This supplementary bonus is decided by the evaluating authority (see X.1 above), and shall not exceed 8% of the annual gross salary. The rules for the annual variations of this bonus are described in Annex 2.

- Agents who are not French nationals and who are not permanently resident in France: an "expatriation allowance", the value of which is stated in Annex 2; the Director may temporarily during the first few months of the new recruit's service increase this allowance (to a maximum of twice the amount thereof), according to the difficulties that he/she considers the agent may be encountering in setting up residence in France.

Note: The term "full pay" means the total of the salary, the above allowances and the family allowances paid by the Organization (Chapter V, Art. XV).

The term "sick pay" means the total of the salary and the family allowances paid by the Organization.

The term "average monthly salary over the period" means the average of the last six monthly salaries paid prior to the date concerned.

Article XI: Payment of salaries and allowances

Salaries and allowances shall be paid monthly in Euros; whenever necessary and as far as possible in accordance with French regulations current at any given time, the Bureau will do its best to ensure the convertibility of payments to agents who are not French nationals.

CHAPTER V

ACCIDENT and SOCIAL SECURITY

Article XII: Accidents on duty

Agents shall be affiliated to the French industrial injuries institutions to provide cover against the risks relevant to their employment; the Organization shall pay the employer's contributions.

Article XIII: Social Security

According to their origin of recruitment:

- agents from French or foreign Government service shall be affiliated to the French Social Security institutions in respect of sickness benefit only (special arrangements),
- other agents shall be affiliated to the French Social Security institutions for all risks (sickness, old age, etc.),

the Organization shall pay the contributions incumbent upon employers, the agents shall pay the contributions incumbent upon employees.

Article XIV: Guarantees of the Organization

If their service is interrupted because of sickness or accident on duty, agents shall have the right to:

- "full pay" for the whole period (supported by a medical certificate) of their unfitness for duty up to a maximum of one year,
- "sick pay" for an additional period of two years if the disease is or becomes tuberculous, cancerous, cardiac or mental.

Furthermore, within the limits of its resources, the Organization shall do all it can to participate substantially in meeting those expenses that are not covered by Social Security or other insurance policies, incurred by agents undergoing a major surgical operation or whose spouse or dependent children (1) undergo such an operation.

1 The terms "spouse" and "dependent children" which appear frequently on the following pages must not necessarily be taken in the strictest sense, such as that allocated by French legislation to a legal marriage and to resulting children. For example, provisions of the French legislation that apply to the "Pacte Civil de Solidarité" (PACS) may establish a situation of "spouse" in the sense of these BIML Staff Regulations. In all cases the meaning to be allocated to these terms in the framework of the contracts of employment signed between the Organization and the BIML agents must be compatible with the meanings allocated by the French Authorities, especially the French Ministry of Foreign Affairs, concerned with the establishment of the residence permits issued to agents of intergovernmental organizations and their families, and by the French institutions of social security, family allowance, complementary pension funds, etc. The Director of the Bureau is entitled to make appropriate decisions in dubious cases, possibly after having consulted the President of the Committee. In addition, at the time of recruitment, any new agent will have to provide the Director of the Bureau with a detailed description of his/her family situation including, as appropriate, a mention of the spouse (with the indication of the nature of existing links) and that of dependent children (with an indication of the nature of their relationship to the agent). The absence of such a description or a

During the above-mentioned periods of unfitness for duty, agents shall be entitled to normal incremental progression of their salary scales.

If, after one or other of the above-mentioned periods a cure has not been effected or if a permanent or frequently recurring incapacity remains which precludes the agent's normal performance of his duties, the procedure for the termination of employment, in accordance with the provisions of Chapter VII, Art. XIX shall be put into effect.

Article XV: Repayments to the Organization

Where an agent is or has been on sick leave or injury leave and is in receipt of compensation from the Social Security institutions or industrial injuries institutions or from the Organization's or third party insurance, the Organization shall be reimbursed by the agent from such compensation up to the limit of "full pay" or "sick pay" i.e. the Organization's liability under Article XIV above. The present Article is not applicable to indemnities arising from an agent's private insurance.

Article XVI: Family allowances

Agents recruited from French or foreign Government service shall not be affiliated to the French Family Allowances institutions; the Organization shall take the place of the latter and pay them, if so entitled by the regulations of these institutions and for the period laid down by such regulations, a dependent child's allowance calculated as stated in Annex 2.

Agents not recruited from Government service shall be affiliated to the French Family Allowances institutions, from which they will receive the allowance corresponding to their family status; however, as regards dependent children the Organization shall pay an additional allowance calculated as stated in Annex 2.

Note: The Organization cannot commit itself to larger payments or longer periods than those laid down above. Agents are therefore free to personally take out such other cover as they may consider necessary.

lack of compatibility between the agent's situation and the rules that the French Authorities concerned may accept or with these BIML Staff Regulations, may result in the cancellation of the recruitment or in the introduction of specific clauses in the contract of employment. In addition, any change in the family situation of a BIML agent must be communicated immediately (or in advance if possible) to the Director of the Bureau and may result in an amendment to the contract of employment.

CHAPTER VI

MISCELLANEOUS EXPENSES

Article XVII: Travel and removal allowances

1 Travel on initial posting

The Organization shall meet the traveling expenses (1st class rail or tourist class air) of the journey to Paris for the purpose of the probationary period of newly recruited agents not resident in France (together if necessary with those of their spouse and dependent children accompanying them); if the appointment is not confirmed at the end of the probationary period the same provisions shall be made for the return journey.

The Organization shall not immediately undertake responsibility for furniture removal in the case where the appointment was not confirmed, but it shall reimburse - within a limit to be decided by mutual agreement - the costs of such removal if the appointment is confirmed at the end of the probationary period. Alternatively, the Organization may finance through an allowance and/or a loan - to be decided by mutual agreement - the purchase in France of furniture by the agent.

2 Annual holiday travel

For agents who are not French nationals and not permanently resident in France the Organization shall meet, once a year, the traveling expenses in both directions (1st class rail or tourist class air) of the agent, his/her spouse and his/her dependent children living with him/her, between Paris and their previous place of residence (i.e. the location from which they were recruited) if they return there for their annual holiday leave (2). The same facilities will be granted to dependent children (who may have remained in their home country) to visit Paris.

No annual leave expenses are allocated to other agents.

3 Travel in the service of the Organization

The expenses of travel (fares and subsistence) undertaken by agents in the service of the Organization shall be met by the latter in accordance with the procedures in force in French government services and at the rate relevant to the category of government servants on an equivalent salary to that of the agent concerned.

4 Partial reimbursement of transportation costs between residence and the Bureau

Permanent agents shall be partially reimbursed the cost of public transport season tickets covering the journey between their location of residence and the Bureau according to the rate fixed by the applicable French regulations.

-
- 2 By mutual agreement, when the residence of origin is distant the Organization will only be able to meet the expenses relative to one annual leave journey in two or three; in such a case the agent will be permitted to accumulate his/her leave allowances over 2 or 3 years for use in a single year.

Article XVIII: Income tax and various other taxes (3)

Agents are exempt from French income tax as regards the remuneration paid to them by the Organization, but any income they may have from other sources is taxed at a rate that does take account of such remuneration.

Agents will have to bear all the various taxes and duties that may be claimed from them by French government bodies as a result of their and their families' residence and employment in France.

In addition, agents who are not French nationals and not permanently resident in France will have to bear all taxes and duties that may be claimed from them by their countries of origin.

Note: If the French Government reneged on its measures of fiscal goodwill, the agents concerned would be refunded the income tax claimed from them by the French institutions within a maximum limited to that which they would have to pay if, in their family circumstances, their only income were the remuneration paid them by the Organization.

3 See Annex 1 for the privileges granted by the French Government to agents of the Organization.

CHAPTER VII

TERMINATION of SERVICE

Article XIX

- 1 The service of an officer and his/her contract of employment may be terminated:
 - a) by mutual agreement between the agent and the President of the Committee or the Director of the Bureau (according to how he/she was appointed) in the following circumstances: the personal convenience of the agent, or the convenience of the Organization (particularly if the necessity arose for the Bureau to be reorganized), or if an agent's original Government employer does not renew his/her term of detached duty, or for any other reason of work or of application of the provisions of the Convention or of the provisions of the contract; the agreement shall specify the conditions and the date of the termination of service,
 - b) if the agent does not give satisfaction in the performance of his/her duties; the Director may then take all necessary measures that he/she thinks fit, in accordance if appropriate with the applicable French regulations. For agents whose appointment was voted by the Committee, the President and the Director shall submit the case to the Committee which shall decide what further action shall be taken; the agent shall be authorized to present his/her defense, either in person or through a representative; he/she shall receive his/her full pay until a decision is made,
 - c) if the agent is subject to a permanent or frequently recurring physical or mental incapacity that renders him/her incapable of fulfilling his/her functions in a normal manner; this condition shall be examined with full discussion of both sides of the case by a doctor designated by the President of the Committee and a doctor designated by the agent, which doctors, in case of disagreement, shall be joined by a medical referee. The agent's service shall be terminated on the date laid down in the medical report.
- 2 The service of an agent ceases ipso facto and the contract is therefore terminated:
 - a) on the expiry of the contract, except for possible renewal (Chapter II, Art. VI),
 - b) when the agent has reached the age limit for his/her post: the end of the 68th year for the Director, the end of the 65th year for all other agents (Chapter II, Art VI),
 - c) if the Organization is dissolved, in which case Chapter IX, Art. XXVI applies.

Note: The case of a merger with another international organization is covered by the same Art. XXVI.

Article XX: Journey home upon termination of service

If the agent is not permanently resident in France and returns to set up a home in the country whence he/she was recruited, the Organization shall meet the expenses of the return journey of the agent, his/her spouse and his/her dependent children living with him/her, and, but only within a limit to be decided by mutual agreement, the costs of transporting his/her furniture for which transportation costs had been met by the Organization at the time of the initial posting.

Article XXI: Death grant

If an agent dies during the period of his/her contract, a grant of 12 months of the deceased's "average monthly salary over the period" shall be paid to the person designated by the agent or, by default, in the following order, to:

- (1) his/her spouse, or
- (2) his/her dependent children.

The provisions of Art. XX shall apply to the return journey of the spouse and dependent children to the country of recruitment of a deceased agent who was not permanently resident in France, and for the repatriation of the corpse.

Article XXII: Pension and compensation gratuity

The agents to whom the French regulation in this matter applies shall be affiliated to a complementary pension fund; the Organization shall make the contributions that are incumbent upon the employer, and the agents concerned shall make the contributions that are incumbent upon the employee.

When taking up employment within the Bureau, agents other than those mentioned above may decide to benefit from the OIML retirement scheme, of which the rules are given in Annex 3. Those having decided not to benefit from this retirement scheme - or who cannot benefit from it as a result of specific regulations in their countries of recruitment - shall receive a monthly compensation gratuity equal to 5 % of their salary.

CHAPTER VIII

SETTLEMENT OF DISPUTES

Article XXIII

All disputes that may occur on the application of the provisions of the present Regulations or in the relations of the Director with his/her staff shall be settled in the following order:

- privately by mutual agreement between the agent and the Director of the Bureau,
- in case of disagreement, by the President of the Committee,
- in the event of agreement being impossible, by placing them before the Administrative Tribunal of the International Labor Organization whose decisions the two parties undertake to respect.

CHAPTER IX

GENERAL PROVISIONS

Article XXIV

The International Committee of Legal Metrology may amend or amplify the provisions of the present Regulations without, however, prejudicing the rights previously enjoyed by officers already serving.

Article XXV

Subject to any necessary adjustments in particular cases provided for by the third paragraph of Article IV, Chapter II, the signature of the contract of appointment implies the complete agreement of the signatories to the provisions of these Regulations.

Article XXVI

In the event of dissolution of the Organization (Chapter VII, Art. XIX, paragraph 2-c) or of a merger with another international organization, the provisions concerning the staff shall be decided by the Committee and the International Conference of Legal Metrology, each in its field of responsibility.

ANNEX 1 - AGREEMENT WITH THE FRENCH GOVERNMENT

between the Government of the French Republic
and the International Organization of Legal Metrology
relative to the headquarters of the International Organization of Legal Metrology
and its privileges and immunities on French territory
(unofficial translation)

EXTRACTS CONCERNING THE PERSONNEL

Article 11

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

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

Article 12

1 The members of the personnel of the Organization specified in the annex to the present agreement shall benefit:

- a) from immunity with regard to any legal action in respect of acts performed by them in the exercise of their functions and within the limits of their responsibilities;*
- b) from special Social Security arrangements subject to conditions drawn up with the joint agreement of the Organization and the appropriate French authorities;*
- c) if they previously resided abroad, from the right to import their furniture and personal effects in current use free of duty at the time of their setting up home in France;*
- d) from a special residence permit issued by the appropriate French authorities for themselves, their spouses and under age children;*
- e) in a period of international tension, from the facilities for repatriation accorded to members of diplomatic missions.*

2 The members of the personnel of the Organization belonging to categories I and II defined in the annex to the present agreement shall benefit, furthermore, from temporary import arrangements in respect of their motor vehicles (renewable every 2 years).

Article 14

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

ANNEX

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

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

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

I = diplomatic level card - II = consular level card - III and IV = special residence permits.

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

ANNEX 2

CALCULATION OF THE BIML SALARIES AND ALLOWANCES

SALARIES

The annual gross salaries are determined by multiplying the BIML salary index points by the BIML salary index point value.

The BIML salary index point value is fixed for each three-month term on the basis of the INSEE index determined, for the last month of the last-but-one term, by INSEE (the French National Institute for Statistics and Economic Studies) and published in the "Official Journal of the French Republic".

The INSEE index (IINSEE) having been fixed at 100 for December 1998, the BIML salary index point value is calculated as follows:

$$\text{BIML salary index point value (Euros)} = 1.5 \times \text{IINSEE}$$

EXPATRIATION ALLOWANCE

The expatriation allowance is:

- 14 % of the gross salary for single agents,
- 18 % of the gross salary for married agents.

DEPENDENT CHILD'S ALLOWANCE

The Organization guarantees for each dependent child a yearly allowance corresponding to 15 salary index points, taking into account any allowance that might be granted by the French Family Allowances institutions for dependent children or mothers at home to the agents affiliated to such institutions.

These allowances or supplements are paid until the dependent child reaches the following age limits: 16, 18 or 20 years, according to whether the child enters employment, is apprenticed, or continues in full-time education. The limit of age may exceptionally be extended to take account of particular circumstances by decision of the President or of the Director, each in his/her own field of responsibility.

Non-French nationals and agents not permanently resident in France shall receive financial assistance if they give their children a full-time training consistent with the training given in their countries of origin (such training may be given either in a specialized institution in France or in another country). For each dependent child the assistance shall amount to 75 % of the cost of the training without the above-mentioned dependent child's allowance being exceeded.

SUPPLEMENTARY ANNUAL BONUS

The supplementary annual bonus is decided according to Article X.3 as a conclusion to the annual evaluation of the agent. The general following rules shall be applied:

The bonus is classified into five levels: 0, 2, 4, 6 and 8 corresponding to a fraction of the annual gross salary equal to 0 %, 2 %, 4 %, 6 % and 8 %.

- The annual evaluation of the agent may result in:
 - * raising the bonus by one level,
 - * leaving the bonus level unchanged,
 - * reducing the bonus by one level.
- In case of fault, the bonus level may be reduced to zero.

These decisions must be justified and notified in writing to the agent following the annual evaluation. The agent shall have the possibility to comment on this decision. Comments are recorded by the Bureau. The agent may appeal:

- to the CIML President (BIML staff other than the Director and Assistant Directors),
- to the CIML (BIML Director and Assistant Directors).

ANNEX 3

OIML RETIREMENT SCHEME GENERAL PRINCIPLES AND DETAILED RULES

GENERAL PRINCIPLES

PG 1 The BIML's agents are, for the purposes of their retirement pension, divided into two categories:

- agents of French nationality who are not Government civil servants: these agents are mandatorily affiliated to a complementary retirement system, in compliance with the French law concerning employees belonging to the "régime général",
- other agents: these agents may, under certain conditions indicated hereafter (4) , benefit from the OIML retirement scheme.

PG 2 The conditions for benefiting from the OIML retirement scheme are:

- to have worked at the BIML for more than 5 years,
- to have paid contributions to the retirement fund, described in PG 6 below, during the whole period of employment with BIML.

PG 3 The retirement pension shall be paid from the maximum age of termination of employment as fixed by the Staff Regulations or, for officers having left the Bureau before having reached that age, from age 60. However, procedures for earlier payment (between 55 and 60) of a reduced pension are specified in the Detailed Rules.

In the event of a married agent's death, a pension equal to half of the amount of the retirement pension will be paid to the spouse or legally recognized companion and only to him/her, provided that the conditions specified in the Detailed Rules are fulfilled; if death occurs before the agent starts to receive his/her retirement pension, the date of payment of the surviving spouse's pension, as well as its amount, is fixed by the Detailed Rules.

PG 4 The retirement pension shall be paid quarterly in arrears at the beginning of the next trimester.

PG 5 The monthly amount of the retirement pension shall be 2 % of the "average monthly salary over the period" (at the time of termination of employment of the agent) per year of service, with a maximum of 35 years or 70 %. This amount will be indexed to the variations in domestic prices in France according to the rules applying to the BIML scales of salaries for active agents.

PG 6 Retirement pensions shall be paid from a retirement fund constituted as follows:

- BIML agents enrolled in the OIML retirement scheme shall be subject to a monthly deduction of 8 % of their salary, to be paid into the retirement fund,
- The BIML shall pay into the fund yearly and for each agent concerned, an amount such that, for each agent, a fund equal to 1/12 of the "average monthly salary over

4 and provided that the administrative regulations of their own country allow it.

the period" per month of service from the start of his/her employment will be made up,

- if necessary, the budget voted by the Conference shall provide for sums to be added to the retirement fund, in order to allow payment of pensions.

- PG 7** Agents who have worked at BIML for 5 years or less and who will therefore not benefit from the OIML retirement scheme shall be reimbursed the deductions made from their salary for the retirement scheme (but the interest earned will be retained by the Organization) and they will receive in addition a compensation gratuity, the amount of which is fixed in PG 8 below.
- PG 8** Agents declaring, when entering the BIML, that they renounce the benefits of the OIML retirement scheme will be irrevocably bound by that declaration. They will not be subject to the 8 % deduction from their salary. They shall receive the compensation gratuity provided for in Chapter VII, Art. XXII of the Staff Regulations.
- PG 9** The OIML retirement scheme entered into force on 1 July 1980. It does not apply to agents having left the Bureau before that date. The problem of retrospective effects for agents already employed at that date has been solved case by case.
- PG 10** In the event of dissolution of the Organization, or of a merger with another international organization, the provisions concerning retirement pensions shall be decided by the Committee and the Conference.

DETAILED RULES

I Conditions of enrolment in the OIML Retirement Scheme

- RD 1** The BIML agents not mandatorily affiliated to the complementary retirement scheme set up by French Law for employees of the "régime général de la Sécurité Sociale" may, on taking up their appointment with the BIML, request enrolment in the OIML retirement scheme.
- RD 2** The OIML pension may be additional to other retirement schemes to which the agents contribute personally without thus engaging the BIML in a financial participation in these other schemes.
- RD 3** Agents requesting enrolment in the OIML retirement scheme shall ensure that the regulations in force in their countries of origin and of residence authorize such enrolment and that they would be able eventually to receive their pensions.
- RD 4** Agents having requested enrolment in the OIML retirement scheme shall be subject to a monthly deduction of 8 % (5) of their basic salary excluding expatriation allowance, family allowances and other allowances provided for by the BIML Staff Regulations. These deductions will be paid by the BIML into a retirement fund established for this purpose.
- RD 5** For every agent having requested enrolment in the OIML retirement scheme the BIML shall pay into the retirement fund an amount such that a fund is made up in the name of the agent equal to 1/12 of the "average monthly salary over the period" per month of service from the start of his/her employment.

5 See RD 26 below

- RD 6** The Director of the BIML shall invest the monies of the retirement fund to the best advantage of return and security; the interest accrued shall be paid into the OIML general budget.
- RD 7** An agent's enrolment in the retirement scheme becomes definitive when he/she has subscribed for more than 5 years, that is to say, in general, if his/her first contract of 5 years is renewed or extended by the responsible authority (Committee or Director of the BIML). A short-term extension for personal reasons of the agent, without official renewal or extension of the contract, does not signify a definitive enrolment in the OIML retirement scheme.
- RD 8** An agent having requested enrolment in the OIML retirement scheme but who has worked at the BIML for 5 years or less and does not therefore benefit from the OIML retirement scheme shall be reimbursed on departure for the deductions made from his/her salary for the retirement scheme, but the interest accrued shall be retained by the OIML. In addition he/she shall receive as a compensation gratuity the amount of which is fixed according to RD 26 below. If an agent dies before expiry of the 5-year period his/her spouse shall be reimbursed the deductions from his/her salary, to which the gratuity provided for by the BIML Staff Regulations shall be added.
- RD 9** Provisions for agents who have enrolled in the OIML retirement scheme and who have worked at the BIML for more than 5 years spread between two or more periods, of which some were shorter than 5 years, shall be decided by special decision of the Committee.

II Methods of payment of the pension

- RD 10** An agent enrolled in the OIML retirement scheme shall start to receive his/her pension:
- from the time of leaving the BIML if at that time he/she has reached at least the age of 60 years,
 - at the age of 60 years if he/she leaves the BIML before then.
- RD 11** The monthly pension shall be equal to 2 % (6) of the "average monthly salary over the period" at the time of termination of employment of the agent per year of service with a maximum of 35 years (6).
- RD 12** The pension shall be paid by the BIML quarterly in arrears at the beginning of the next trimester by cheque or money transfer according to the method agreed between the BIML and the agent at the time of termination of employment.
- RD 13** The pension shall be paid, as a rule, in Euros; upon previous agreement it may be paid in another convertible currency at a rate of exchange applicable in France at the time of payment.
- RD 14** The amount of the pension shall be indexed to the variations in domestic prices in France according to the rules applicable to the salary scales of active BIML agents. The amount of pension will not be modified as a result of changes in the salary scales of active BIML agents.
- RD 15** The pensioner must pay all the charges, taxes and deductions due on his/her pension according to the rules in force in his/her country of origin and of residence. In particular the

6 See RD 26 below.

fiscal exoneration granted by the French Administration to the BIML's active agents does not apply to retired agents.

- RD 16** An active BIML agent, who justifiably (health, family...) decides to terminate his/her employment between 55 and 60 years of age may request to have a reduced pension paid immediately, the amount of the pension then being reduced by 6 % for each year the pension is advanced.
- RD 17** The BIML reserves the right to verify that its pensioners are actually alive; for this purpose it may request the aid of the Committee Member of the country of origin or of residence of the pensioner. In case of doubt, the BIML Director may, with the agreement of the President of the Committee, suspend payment of the pension and submit the case to the Committee for examination.

III Widow(er)'s pension

RD 18 At the time of termination of his/her employment the agent shall inform the BIML, as appropriate, of the name and address of his/her spouse, to whom the widow(er)'s pension will be paid if the death of the BIML pensioner occurs before that of his/her spouse. If an agent marries or remarries after he/she has terminated his/her employment, the BIML shall be informed without delay, the BIML reserving the right to submit any disputable case to the Committee for examination.

RD 19 The widow(er)'s pension shall be payable, subject to producing a death certificate:

- from the time of death of the BIML pensioner if he/she was in receipt of a pension,
- from the time when the agent would have reached the age of 60 in any other case.

However, in special and difficult circumstances for the widow(er), advanced payment of the widow(er)'s pension may be considered; in such cases the decisions of the President of the Committee, taken on the advice of the BIML Director, shall be submitted to the Committee for confirmation.

RD 20 The widow(er)'s pension shall be equal to 50 % (7) of the agent's pension; it shall be paid under the same conditions that apply to the pension itself (see RD 12, 13, 14 and 15).

RD 21 Where there are concubines or consecutive or simultaneous multiple marriages the pensions of surviving partners shall be subject to special agreements between BIML and the agent concerned; however, in no case shall the amount of pension paid by the BIML exceed the amount fixed in RD 20 above.

RD 22 Sub-clause RD 17 above applies also to widow(er)s.

IV Agents who have not enrolled in the OIML pension scheme

RD 23 Agents not mandatorily affiliated to the complementary retirement scheme mentioned in RD 1 above may, on joining BIML, declare that they do not wish to enroll in the OIML retirement scheme.

RD 24 These agents are then bound irrevocably by that decision for the whole duration of their contracts and of its extensions and renewals if they occur.

7 See RD 26 below.

RD 25 These agents shall not be subjected to any of the deductions mentioned in RD 4 above.

V Further modifications to the Detailed Rules

RD 26 The International Committee of Legal Metrology may modify the Detailed Rules in any way necessary to ensure the efficient financial running of the OIML retirement scheme. However, the values 8 %, 2 %, 35 % and 50 % mentioned in RD 4, RD 11 and RD 20 above, respectively, may be changed only by a decision of the International Conference on Legal Metrology.

RD 27 The International Committee of Legal Metrology shall inform the Conference of any modifications to these detailed rules.

ANNEX 4

BIML SALARY INDEX POINTS

Scale	1	2	3	4	5	6	7
B1	100	105	111	117	124	131	138
B2	145	153	161	170	179	189	200
A1	160	169	178	188	198	209	220
A2	230	243	256	270	285	300	317
A3	334	352	372	392	413	436	460
A4	485	512	540	569	600		
A5	646	681	719	758	800		
<i>Duration (years)</i>	2	2	2	2	2	2	2

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

- Secretary..... B1 and B2
- Office Manager..... A1 and A2
- Editor A2 and A3
- Administrator A2 and A3
- Engineer A2 and A3
- Assistant Director..... A3 and A4
- Director A5

