

IACA-2018-LI-0025

**Staff Rules**

**of the**

**International Anti-Corruption Academy**

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## **CHAPTER I      GENERAL**

### **Article 1          Scope and Purpose**

1.1      These Staff Rules shall always apply in their current revision to Staff, as defined in Chapter II, unless deviations or additions are explicitly foreseen in these Staff Rules.

1.2      These Staff Rules embody the fundamental conditions of service of Staff of the International Anti-Corruption Academy, hereinafter referred to as “IACA”, as well as connected basic rights, duties, and obligations. Furthermore, they contain the broad principles and guidelines for IACA’s personnel administration and staffing, established in accordance with IACA’s legal framework, in particular the following:

- (a)      the Agreement for the Establishment of the International Anti-Corruption Academy (IACA) as an International Organization, hereinafter referred to as the “IACA Agreement”
- (b)      the Agreement between the International Anti-Corruption Academy (IACA) and the Republic of Austria regarding the Seat of the International Anti-Corruption Academy in Austria, hereinafter referred to as the “HQ Agreement”
- (c)      IACA’s Guiding Principles.

### **Article 2          Appointing Authority**

2.1      IACA’s Dean shall be the Appointing Authority.

2.2      The Appointing Authority shall issue, where appropriate, instructions detailing and implementing these Staff Rules.

2.3      The Appointing Authority may designate Staff Members to act on its behalf.

## **CHAPTER II      STAFF**

### **Article 3          Definition of Staff**

3.1      For the purpose of these Staff Rules, “Staff” or “Staff Members” shall mean all individuals assigned to a post at IACA under either

- (a) a Letter of Appointment, reflecting a
  - 1. temporary appointment
  - 2. fixed-term appointment
  - 3. continuing appointment, or
- (b) a Secondment Agreement.

3.2 Individuals who are neither employed under a Letter of Appointment nor a Secondment Agreement, such as in particular individual contractors, consultants, visiting professionals, or interns, are not Staff under these Staff Rules. Nothing in their agreements or contracts shall be construed as establishing or creating, between IACA and the mentioned individuals, the relationship of employer and employees, or of principal and agents.

3.3 In respect of their assignment to a specific branch within IACA, Staff Members shall be regarded as either

- (a) academic Staff, or
- (b) administrative Staff.

#### **Article 4            Status of Staff**

4.1 Staff Members, regardless of whether they are recruited locally or internationally, including secondments, are international civil servants. Their responsibilities as Staff Members are therefore not national but international.

4.2 Staff Members shall be informed by the Appointing Authority about their legal status, including privileges and immunities, at the place of employment. Privileges and immunities are conferred on Staff Members exclusively in IACA's interest. They furnish no excuse to Staff Members who are covered by them to fail to observe laws and police regulations of the State in which they perform their assigned duties, nor do they furnish an excuse for the non-performance of their private obligations.

4.3 In any case where an issue arises regarding the application of these privileges and immunities, the Staff Member shall immediately report the matter via the appropriate channels to the Appointing Authority, which alone may decide whether such privileges and immunities exist and whether they shall be waived in accordance with applicable laws and regulations.

## **Article 5 Declaration of Honour**

5.1 When being appointed as a Staff Member for the first time, a Declaration of Honour as standardized by the Appointing Authority shall be expressed by the Staff Member in writing and witnessed by the Appointing Authority or its authorized representative. This declaration shall be renewed with every renewal/extension of appointment, or after a break in service exceeding three months.

5.2 The signed Declaration of Honour shall be placed in the respective Staff Member's personnel file with a hard copy being handed over to the Staff Member.

5.3 The obligations outlined in the Declaration of Honour do not lapse upon cessation of the Staff Member's service with IACA.

## **Article 6 Declaration of Assets**

6.1 Staff Members meeting one or more of the following criteria shall complete and submit to IACA, before being appointed and thereafter on an annual basis, a Declaration of Assets, disclosing in confidentiality their financial status:

- (a) Staff Members at posts graded from 1 to 7, and/or
- (b) Staff Members whose principal duties are the procurement of goods and services for IACA, and/or
- (c) Staff Members having direct access to confidential procurement or investment information.

6.2 Each Declaration of Assets made by the respective Staff Member shall be placed in the respective Staff Member's personnel file.

6.3 A form for this Declaration of Assets and details on the required content, as well as the extent of the financial disclosure, shall be included in instructions notified to the future Staff Member before his or her appointment.



## **CHAPTER III      GENERAL RIGHTS AND OBLIGATIONS**

### **Article 7            Guiding Principles**

7.1      IACA's Guiding Principles shall be one important framework determining the standards of behaviour applicable to Staff.

7.2      The Appointing Authority shall hand over to every new Staff Member a hard copy of IACA's Guiding Principles.

### **Article 8            Standards of Behaviour**

8.1      Staff Members shall uphold the highest standards of professionalism, integrity, and respect for diversity. They shall adhere to the IACA Agreement, IACA's Guiding Principles, these Staff Rules, instructions and other internal laws, the fundamental human rights, and the rule of law. IACA shall ensure that recruitment and selection principles, employment relationships, rights and obligations, staff development, performance assessment, disciplinary responsibility, and other related matters shall both reflect and build upon the aforementioned norms and principles.

8.2      Staff Members shall at all times conduct themselves in a respectful and exemplary manner befitting their status as international civil servants. They shall avoid any action which may adversely reflect on their status or on the integrity, independence, and impartiality required by that status.

8.3      Staff Members are required to ensure their independence from any person, entity, or authority outside IACA and to regulate their conduct with only the interests of IACA, including its Guiding Principles and regulatory framework, in view. The interests of IACA and the loyalty that Staff Members owe to it shall take precedence over their other interests and ties.

8.4      Staff Members are subject to the authority of IACA. While Staff Members' personal views and convictions, including their political and religious convictions, remain inviolable, Staff Members shall ensure that those views and convictions do not adversely affect their official duties or the interest of IACA.

8.5      Staff Members shall not use their office, or knowledge gained from their official functions, for private gain, financial or otherwise, or for the private gain of any third party, including those they favour. Staff Members shall also not use their office for personal

reasons to prejudice the positions of those they do not favour.

8.6 Staff Members may exercise the right to vote but shall ensure that their participation in any political activity is consistent with, and does not reflect adversely upon, the independence and impartiality required by their status as international civil servants.

8.7 Staff Members shall exercise the utmost discretion with regard to all matters of official business. They shall not communicate to any Government, entity, person, or any other authority or source any information known to them by reason of their official employment with IACA, except as appropriate in the normal course of their duties or by authorization of IACA.

8.8 Each Staff Member shall be responsible for complying with local laws, his or her national criminal and administrative legal regulations, private legal obligations, as well as orders of competent courts. The Staff Member's appointment with IACA shall in no way lead to a detrimental effect on his or her legally compliant conduct.

8.9 Staff Members shall not disrupt or otherwise interfere with any meeting or other official activity of IACA, nor shall they threaten, intimidate, or otherwise engage in any conduct intended, directly or indirectly, to interfere with the ability of other Staff Members to discharge their official duties.

8.10 Staff Members shall not intentionally misrepresent their functions, official title, or the nature of their duties to third parties.

8.11 Staff Members shall support their superiors and cooperate with other Staff Members in a respectful and objective manner. Any form of discrimination or harassment, including sexual or gender harassment, or physical or verbal abuse at the workplace or in connection with work, shall be prohibited.

8.12 A Staff Member shall follow the orders issued by his or her superiors. If a Staff Member considers an order to be in conflict with applicable national or international law or the good governance or required conduct of IACA, he or she shall inform his or her superior immediately, stating the reasons for concern, where applicable, in writing. The Appointing Authority shall then immediately decide on the matter.

8.13 Staff Members of IACA shall use the property and assets of IACA for official purposes only and shall exercise reasonable care when utilizing such property and assets.

8.14 The Staff Member's obligations, as particularly outlined in this Chapter, designed to maintain the integrity and the public image of IACA, shall not cease upon separation from service with IACA. Breaches of these obligations after separation of service shall disqualify the respective individual from being reappointed with IACA.

## **Article 9 Rules on Bias**

9.1 A Staff Member shall refrain from any professional activities within IACA in which the Staff Member or a person dependent on him or her has an interest. If such a case arises, the Staff Member shall inform the immediate superior, who shall reassign said activities.

9.2 A Staff Member shall refrain from activities which could have a negative effect on his or her impartiality or neutrality in carrying out the duties related to the post he or she holds.

9.3 Staff Members shall abstain from any conduct which may be directly or indirectly in conflict with the discharge of their official duties.

9.4 Staff Members who have occasion to deal in their official duties with any matter involving a profit-making business or other concern in which they hold a financial interest, directly or indirectly, shall immediately disclose the nature of that interest to the Appointing Authority. Except as otherwise authorized by the Appointing Authority, Staff Members shall either dispose of that financial interest or formally excuse themselves from participating in the matter.

## **Article 10 Board Membership, Outside Activities, Occupation, or Employment**

10.1 Members of the Board of Governors shall not be eligible for employment by or secondment to IACA from the time of the start of their election or appointment until three years after the end of their term of office. Likewise, persons who have been employed by or seconded to IACA, in whatever capacity, shall not be eligible to be members of the Board of Governors for a period of three years following the end of their employment or secondment. The same applies to the members of the International Senior Advisory Board and the International Academic Advisory Board, with the difference that these Board members shall not be eligible for employment by or secondment to IACA for a period of one year following the end of their Board membership. Staff Members shall generally not engage in any professional activity, occupation, or employment, remunerated or not, outside IACA. The Appointing Authority may, however, approve such activity, occupation, or employment upon a written and substantiated application of the Staff Member if an interference with the Staff Member's professional work at IACA or the interests of IACA is not to be expected. For Staff

Members on posts graded 1 to 7 such approval shall only cover pro bono activities. In no case shall the Appointing Authority approve activities outside IACA having a political dimension, including a Staff Member's service in, or in regard of, a public office.

10.2 Staff Members shall not, except in the normal course of their official duties and with the prior approval of the Appointing Authority, engage in any of the following acts if they relate to the purpose, activities, or interests of IACA:

- (a) issue statements to the press, radio, or other agencies of public information,
- (b) accept speaking engagements, or
- (c) take part in film, theatre, radio, television, or video productions.

10.3 A Staff Member who intends to submit statements, comments, articles, books, or other material for publication, including publication on any form of electronic media about any matter dealing with the work of IACA, shall inform the Appointing Authority in advance. Permission shall be given by the Appointing Authority in cases where the publication or lecturing activity is deemed to be in the interest of IACA, such as exchanging academic staff and providing expertise, and in no way adversely affects IACA.

10.4 A Staff Member who intends to stand for public office shall inform the Appointing Authority immediately.

10.5 The Appointing Authority may include in Letters of Appointment of Staff Members such non-compete clauses, as deemed necessary to protect IACA's interests.

## **Article 11            Gifts, Honours, Decorations, and other Favours**

11.1 Acceptance by Staff Members of any honour, decoration, favour, gift, or remuneration, including support arrangements, such as travel/accommodation and other services, or allowances for services provided or costs incurred, from any Government, inter-governmental entity, or from any other source conveyed or promised in regard of duty shall require the prior approval of the Appointing Authority. Approval shall be granted only in such cases where the acceptance is, beyond doubt, compatible with the interests of IACA and with the Staff Member's status.

11.2 Within the limitations set by the Appointing Authority, and/or if refusal would cause embarrassment to IACA, Staff Members may receive honours, decorations, favours, gifts, or remunerations on behalf of IACA, informing the Appointing Authority about its acceptance immediately. The Appointing Authority shall decide about what further steps are to be taken

in this regard.

11.3 Staff Members, as part of their official duties, shall be expected, from time to time, to attend governmental or other functions such as meals and diplomatic receptions. Such attendance shall not be considered the acceptance of a favour, gift, or remuneration within the meaning of these Staff Rules.

11.4 Staff Members shall neither offer nor promise any favour, gift, remuneration, or any other personal benefit to another Staff Member or to any third party, including public officials, with a view to causing him or her to perform, fail to perform, or delay the performance of any official act. Similarly, Staff Members shall neither seek nor accept any favour, gift, remuneration, or any other personal benefit from another Staff Member or from any third party in exchange for performing, failing to perform, or delaying the performance of any official act.

11.5 Academic awards and honorary titles, distinctions, and other items of exclusively commemorative or honorary character shall not be considered a favour in the meaning of this Article, but shall be brought to the attention of the Appointing Authority. Only in cases where the interests of IACA are negatively affected shall IACA require Staff Members to decline such tributes.

11.6 Any such favour with regard to the private life of the Staff Member may be accepted by him or her without prior permission. Nevertheless, the Staff Member shall bring such favour to the attention of the Appointing Authority if it could be indicated that the favour was awarded to the Staff Member in relation to the office.

## **Article 12        Duty to Report**

12.1 A Staff Member shall reside in a place appropriate to fulfil his or her duties related to the post. The Staff Member shall communicate any changes with regard to his or her place of residence.

12.2 A Staff Member shall inform the Appointing Authority about facts relevant to his or her service with IACA, including but not being limited to a change of nationality, marital status, dependents, health status, or an existing pregnancy.

12.3 A Staff Member shall inform the Appointing Authority about any breach or violation of laws or regulations or other serious facts he or she becomes aware of in the performance of his or her duties which may have a detrimental outcome for IACA.

## **Article 13          Proprietary Rights/Personality Rights**

13.1      All rights, including title, copyright, and patent rights, in any work performed or produced by Staff Members as part of their official duties with IACA shall be vested with IACA. The Appointing Authority may deviate from this principle in IACA's interest, such as in cases of outside-publishing.

13.2      IACA's proprietary rights, whatever their origin, shall be respected by all Staff and no use shall be made by Staff without the explicit prior consent of the Appointing Authority.

13.3      Staff Members shall not misuse, destroy, misplace, or render useless any official document, record, file, data, including personal data, or evidence which has been entrusted to them by virtue of their official duties, or any other document of IACA, which is intended to be kept as part of the records of IACA.

13.4      IACA shall have the right to arrange, own, and use for its advocacy and promotional purposes voice/video, or other recordings, including photos, featuring its Staff Members. This right shall not lapse upon a Staff Member's separation from service.

## **Article 14          Financial Obligations**

Staff Members shall adhere to their financial obligations *vis-à-vis* IACA or other employment-related financial responsibilities. Financial obligations of Staff Members may derive from relevant documents of IACA, such as these Staff Rules, instructions, financial regulations, or other internal sources of law.

## **Article 15          Claims and Liability**

15.1      A Staff Member shall be obliged to compensate or reimburse IACA in full or in part for any financial loss suffered by IACA as a result of the Staff Member's gross negligence, malice, fraud, or failure to observe any of its obligations related to his or her service with IACA. If no amicable solution can be reached between the Appointing Authority and the respective Staff Member, the Appointing Authority shall consider what further steps should be taken in the interest of IACA.

15.2      IACA shall assist a Staff Member, as appropriate, in proceedings against any person perpetrating threats, insulting or defamatory acts or utterances, or any attack on a person or property to which he or she or a member of his or her family is subjected by reason of his or her position or duties.

## **Article 16            Confidentiality and Discretion**

16.1     Each Staff Member shall be bound by the principles of responsibility and accountability, confidentiality, and discretion when it comes to his or her professional work.

16.2     Unless specifically authorized by IACA, Staff Members shall at no time, directly or indirectly, misuse, disclose, furnish, or make accessible to any third party information, and/or data, including personal data, of which they have become aware in the course of their service with IACA.

16.3     If a Staff Member is called to testify in court, before an administrative authority or tribunal in accordance with national or international legal provisions, the Staff Member must immediately inform the Appointing Authority. No evidence shall be given by the Staff Member unless the Appointing Authority approves disclosure of subject data and/or information, balancing the interests of IACA with the requirements of the respective legal proceedings.

16.4     Freedom of expression shall be exercised by Staff, taking into due account their loyalty and integrity towards IACA.

16.5     The obligations of Staff Members regarding responsibility, accountability, confidentiality, and discretion shall not cease upon separation from service.

16.6     Staff Members shall at all times comply with the instructions on security of information, laid down by the Appointing Authority.

## **CHAPTER IV        DISCIPLINE**

### **Article 17            General**

17.1     Misconduct by a Staff Member may lead to the imposition of administrative and/or disciplinary measures. In general, misconduct is conduct that is incompatible with the Staff Member's undertaken or implied obligations, stemming from these Staff Rules and instructions, including non-compliance with such obligations. This will be in particular the failure by a Staff Member to act in accordance with the IACA Agreement, IACA's Guiding Principles, these Staff Rules, instructions, or other internal sources of law, governing rights and obligations of Staff Members, or failure to observe the standards of conduct expected of an international civil servant.

17.2 Disciplinary measures, depending on the severity of the misconduct, may be of informal or formal nature. They shall only be instituted against a Staff Member after he or she has been notified in writing of the allegations against him or her and of the right to seek the assistance of another person in his or her defence, and until he or she has been given a reasonable opportunity to respond to those allegations accordingly.

17.3 The purpose of disciplinary measures is to protect the integrity and efficiency of IACA. They are not imposed without a thorough investigation into the facts, and without affording the Staff Member concerned an opportunity to state his or her case to the responsible officer in the course of the applicable proceedings.

17.4 The Appointing Authority shall be the disciplinary authority of IACA. It may release instructions on discipline. The Appointing Authority may decide to obtain advice from an ad hoc Advisory Committee before making a decision.

17.5 A Staff Member who claims that his/her substantial rights granted in regard of the employment have been violated by an administrative or disciplinary measure of the Appointing Authority shall have the right to file a reasoned and substantiated appeal against this decision.

17.6 A Staff Member shall be entitled at his/her own costs and responsibility to be assisted during disciplinary proceedings by a person of his or her choosing.

## **CHAPTER V EMPLOYMENT DISPUTES**

### **Article 18 First-Level Resolution**

18.1 Formal complaints arising from or in connection with a Staff Member's service, including the Appointing Authority's decisions in regard to a Staff Member's service for IACA, shall be heard by the Appointing Authority.

18.2 The Appointing Authority shall try to find an amicable solution and address the reasons for the complaint and shall try, if they lie within IACA's sphere of competency, to alleviate, as possible and appropriate, their negative impact on the complainant.

18.3 The Appointing Authority may establish an ad hoc Advisory Committee to obtain advice on a specific dispute.



18.4 Where amicable remedies of dispute settlement are exhausted, and substantial rights granted in regard of a specific employment are claimed to be violated by a decision of the Appointing Authority, the Staff Member shall have the right to file a reasoned and substantiated appeal against this decision.

## **CHAPTER VI ADVISORY COMMITTEES/APPEALS TRIBUNAL**

### **Article 19 Advisory Committees**

19.1 The Appointing Authority may establish at its discretion ad hoc Advisory Committees to obtain advice in employment matters. The Appointing Authority may compose such committees from internal but also external persons, as it deems useful for the specific question to be dealt with, and shall designate the chair acting on the committee.

19.2 Members of an Advisory Committee shall be free from instructions of the Appointing Authority in regard of their function in the committee.

19.3 The Advisory Committees' findings are made preferably by consensus and are purely advisory. They shall not be binding on the Appointing Authority. The Appointing Authority may require the Advisory Committee to present its findings in written form; likewise, the Advisory Committee may decide to present the findings in writing.

### **Article 20 Appeals Tribunal**

20.1 Appeals Tribunals are a second-level instance to deal with a Staff Member's reasoned and substantiated claim of a violation by an Appointing Authority's decision of substantial rights arising from his/her employment with IACA. In regard of the substance matter the Appeals Tribunal shall meet *in camera* at IACA's seat, which, for this purpose, shall include Vienna.

20.2 The Appeals Tribunal shall consist of one active or retired professional judge, who shall decide on jurisdiction/admissibility in regard of every appeal appropriately filed. If admissible this one-person Tribunal shall also decide on the substance matter of the appeal before it. In the case of admissible and very complex appeals, or admissible appeals regarding the immediate termination of service by IACA, two more experts with relevant professional knowledge, at least one of whom is of the legal profession, shall be members of the Appeals Tribunal, with the judge being the chair. In regard of their decision-making all

members of the Tribunal shall be independent and external from IACA. The Appointing Authority shall offer the Tribunal one IACA Staff Member with relevant internal knowledge as advisor.

20.3 The Appointing Authority shall maintain and internally publish the names of members of the Appeals Tribunal, applicable for a specific calendar year.

20.4 Three-person Tribunals shall make their decision preferably by consensus. In the case that no consensus can be reached the Tribunal shall decide by simple majority of its members. Abstentions shall not be permissible.

20.5 The Appeals Tribunal's decisions, regardless of whether they were made on jurisdiction/admissibility and/or on the subject matter, shall be final and binding on IACA and the Staff Member concerned, and no further legal remedy shall be permissible.

20.6 If the appeal is rejected due to a lack of jurisdiction/admissibility, or the decision of the Appointing Authority is upheld by the Appeals Tribunal, the appellant shall bear the costs of the appeal, including the costs of IACA's and the appellant's necessary assistance. In the case that a decision is only partially upheld, these costs have to be shared between IACA and the appellant. The Appeals Tribunal shall also include in its findings a decision on the allocation of costs.

## **CHAPTER VII RECRUITMENT/SELECTION**

### **Article 21 Principles**

21.1 Generally, IACA's staffing policy shall be based on the principles of equal opportunities, non-discrimination, gender balance, different legal systems, geographical diversity, and renewal.

21.2 Staff shall meet the highest standards of professional ability, personal integrity, and social competence.

21.3 In recruiting and selecting its Staff, including seconded Staff, IACA shall follow a visible and fair competitive process for all vacancies, regardless of the post, except in well-justified circumstances where such an international competitive process is not feasible.

21.4 The recruitment and selection of Staff shall be governed by the following values:

- (a) Objectivity: screening of applicants will be conducted with professional rigour, with candidates measured against clearly articulated criteria, job skills, and competencies
- (b) Transparency: the recruitment and selection criteria and all phases of recruitment processes will be transparent to Staff and candidates to a highly feasible extent
- (c) Diversity: IACA's workforce will reflect diversity, including gender balance, with Staff Members representing as wide a regional distribution as possible
- (d) Accountability: the Appointing Authority shall be accountable both for the selection proposals and for the processes leading to them.

21.5 No distinction shall be made based on gender, age, race, religious belief, political opinion, nationality, minority status, social status, or other irrelevant factors. A disability shall be construed as irrelevant if it does not hinder the proper fulfilment of the duties related to the post.

## **Article 22 Recruitment**

22.1 As a general principle, the proper discharge of the responsibilities of IACA shall be primarily ensured by recruitment of Staff. Staff shall be recruited by IACA either locally or internationally.

22.2 The acceptance of secondments by IACA shall be restricted to the extent necessary to assist the proper functioning of IACA and shall therefore only take place following a regular recruiting and selection process.

22.3 Internal competitions may only take place if the principles of recruitment are not adversely affected.

22.4 In principle, international recruitment shall take place for posts in all grades. Simplified announcements for local recruitment may be applied for recruitment of Staff for posts graded 9 or 10. Staff recruited locally for such a post may be promoted to a post graded 8 or higher.

22.5 Special rules on recruitment may be laid down by the Appointing Authority for temporary appointments, striking a balance between IACA's principles of staffing and the time bound nature of temporary appointments in order to be as efficient as possible in meeting organizational needs.

## **Article 23          Selection and Posting**

23.1      IACA shall strive for a regionally diverse workforce as well as a balanced gender representation, in particular with regards to senior management functions, when allocating functions among Staff Members.

23.2      A Selection Committee set up by the Appointing Authority and consisting of Staff Members shall lead every recruitment and selection process and shall determine the appropriate means of selection, following the relevant instructions issued by the Appointing Authority. External consultants may be called upon if specific expertise is required.

23.3      Whilst IACA shall also be guided by other organizational interests, priority consideration will be given to the qualifications, experience, and performance of the candidates in relation to the criteria pre-defined for the respective post and stated in the job description and the vacancy notice. Only candidates meeting these selection criteria shall be further assessed for recruitment.

23.4      The Appointing Authority shall make the final decision to appoint an individual to a specific post either by temporary appointment, fixed-term appointment, continuing appointment, or secondment, whatever is deemed appropriate.

23.5      The Appointing Authority shall establish and issue instructions regarding recruitment, selection, and posting.

## **CHAPTER VIII    POSTS**

### **Article 24          General**

24.1      Every post in IACA that is subject to these Staff Rules shall be classified by its category (branch) and grade.

Categories/branches are the academic branch (AC) and the administrative branch (AD).

24.2      The grading of posts shall be made following the establishment of detailed and accurate job descriptions, reflecting the relevance, complexity, responsibilities, and requirements related to the specific tasks of the respective posts.

24.3      In both branches, the grading of posts, descending from grade 1 to grade 10, shall

be guided by the skills required for a specific post, in particular:

- (a) Knowledge: the extent of knowledge, including technical knowledge, and experience required for a specific post
- (b) Intellectual performance: the personal capacity to meet intellectual challenges arising from work at a specific post
- (c) Responsibility: the personal capacity required to take the managerial, legal, academic, supervisory, and financial responsibilities connected with a specific post, as well as to take the responsibility for highest performance and results
- (d) Leadership: executive and managerial abilities required by a specific post, in particular to supervise and guide subordinates
- (e) Social competence: personal qualities, e.g., enthusiasm, accountability, ability to take criticism, self-independence, stress resistance, capacity for teamwork, and discipline, required for a specific post.

24.4 A Staff Member shall be appointed to a specific post. This post, as well as its classification by category (branch) and grade, shall be included in the respective Staff Member's Letter of Appointment or in the relevant Secondment Agreement.

24.5 Under exceptional and reasoned circumstances (exigencies of work) the Appointing Authority may order a Staff Member to temporarily serve on another post within IACA.

## **Article 25 Classification and Functions**

25.1 Posts in the academic branch (AC) shall be classified as follows:

- AC 1: Principal Academic Function
- AC 2: Academic/Tutorial Department Head Functions
- AC 3: Senior Academic/Tutorial Expert Function
- AC 4: Senior Academic/Tutorial Functions
- AC 5: Academic/Tutorial Expert Function
- AC 6: Academic/Tutorial Specialist Function
- AC 7: Qualified Academic/Tutorial Function
- AC 8: Assistant Academic/Tutorial Functions
- AC 9: Senior Academic/Tutorial Auxiliary Functions

AC 10: Academic/Tutorial Auxiliary Functions

25.2 Posts in the administrative branch (AD) shall be classified as follows:

AD 1: Chief Executive Function

AD 2: Senior Executive Functions

AD 3: Managerial Functions

AD 4: Senior Expert Functions

AD 5: Expert Functions

AD 6: Specialist Functions

AD 7: Qualified Service Functions

AD 8: Assistant Functions

AD 9: Senior Auxiliary Functions

AD 10: Auxiliary Functions

## **Article 26 Job Descriptions/Vacancy Notice**

26.1 The requirements for posts at IACA (education, minimum professional experience, etc.) shall be laid down in job descriptions based on the provisions of these Staff Rules.

26.2 Such job descriptions shall be prepared for all posts, outlining the duties to be performed in a specific post as well as the requirements for this position.

26.3 The job description shall be included in the vacancy notice, indicating

- (a) the classification of the post
- (b) the intended length of the appointment
- (c) the requirements, skills, and competences related to the post
- (d) the applicable probationary period, and
- (e) the latest date for submitting an application.

26.4 Each vacancy notice will be published on IACA's website and/or communicated through other appropriate channels, including, but not limited to, dissemination – preferably by e-mail - to Member States, relevant organizations, academic institutions, and among the international anti-corruption community.

## **CHAPTER IX APPOINTMENTS**

### **Article 27 Temporary Appointments**

27.1 Temporary appointments shall be granted for a period of less than one year to meet seasonal or peak workloads or other specific short-term requirements which may be funded through non-appropriated sources.

27.2 Temporary appointments shall not be given to Staff in managerial or scientific research functions in the grades 1 to 3.

27.3 Temporary appointments may be renewed by the Appointing Authority when warranted by operational needs and special projects with finite mandates. However, a Staff Member under temporary appointment shall not be entitled to renewal.

27.4 The Staff Member shall be informed by the Appointing Authority about the intention of renewal no later than one month before expiry of the appointment.

27.5 The maximum duration of a temporary appointment, including a possible renewal, shall be two years of uninterrupted service.

27.6 In the absence of any offer and acceptance of renewal, a temporary appointment shall expire upon the agreed expiry date specified in the respective Letter of Appointment.

27.7 The provisions of these Staff Rules on adjustment of salary based on performance as well as on promotion shall not apply to temporary appointments.

### **Article 28 Fixed-Term Appointments**

28.1 A fixed-term appointment is a time-limited appointment of one year or longer. The initial period shall normally not exceed three years.

28.2 The duration of a fixed-term appointment shall be determined on the basis of the duties to be performed by the Staff Member under the assigned post, and the administrative requirements and interests of IACA.

28.3 A fixed-term appointment shall expire without prior notice on the date specified in the Letter of Appointment.

28.4 A fixed-term appointment may be renewed by the Appointing Authority if it is in IACA's interest and giving due consideration to the principles of recruitment. A Staff Member shall neither be entitled to renewal of his or her appointment nor to its conversion to a continuing appointment. A renewal shall not exceed three years.

28.5 The Staff Member shall be informed of IACA's intention to renew his or her appointment no later than two months before the expiry date.

28.6 In the event of a renewal of a fixed-term appointment the Staff Member shall be employed under the same terms and conditions as under the previous Letter of Appointment unless otherwise agreed between IACA and the Staff Member in writing.

## **Article 29 Continuing Appointments**

29.1 A continuing appointment is an appointment without a time limit.

29.2 The Appointing Authority may award an individual a continuing appointment

- (a) in specific cases where the specific employment for an indefinite period is in IACA's interest, and
- (b) if IACA's budgetary situation allows, and
- (c) if this individual has served with IACA, without interruption, for a minimum of eight consecutive years on temporary or fixed-term appointments, and
- (d) has four times the certified assessment of at least the second-highest performance mark within this period of eight consecutive years.

## **Article 30 Probationary Periods**

30.1 Probationary periods are employment trial periods. Every first appointment as IACA Staff Member, or every reappointment with IACA after a period of interruption of service, shall be subject to a probationary period of four months, or in the case of shorter appointments until the end of the appointment.

30.2 Disciplinary probationary periods may be introduced under relevant instructions on discipline.

30.3 If an appointment is not terminated earlier during the probationary period, a performance evaluation report shall be made no later than one month before the end of the



probationary period. This report shall be communicated to the Staff Member, who shall have the right to present to IACA his or her comments in writing. On the basis of the report and eventual comments, a decision by the Appointing Authority shall be taken and notified to the Staff Member, indicating that the appointment is confirmed, or the appointment is not confirmed and will be terminated. The Staff Member, upon request, shall be notified in writing of the reasons for this decision. There shall be no appeal or other legal remedy against this decision.

## **Article 31 Letter of Appointment**

31.1 A candidate selected for a post shall be offered by the Appointing Authority a Letter of Appointment prepared by the Appointing Authority in accordance with relevant instructions.

31.2 The Letter of Appointment shall only be signed by the Appointing Authority if the following conditions are met:

- (a) the future Staff Member's medical clearance was submitted by the future Staff Member
- (b) security clearance was submitted by the future Staff Member
- (c) a Declaration of Honour was signed by the future Staff Member
- (d) a Declaration of Assets, if applicable, was submitted by the future Staff Member.

## **CHAPTER X SEPARATION FROM SERVICE/EXPIRY OF APPOINTMENT**

### **Article 32 Expiry**

32.1 An appointment shall expire on either of the following dates:

- (a) on the date stated in the Letter of Appointment, if any;
- (b) in case of separation from service, at the end of the day of the period of notice;
- (c) by the end of the day of the notice of separation for cause, was given;
- (d) by the end of the day, a sick leave lasts one year;

- (e) except for temporary appointments, at the end of the month in which the Staff Member reaches the age of sixty-five years;
- (f) by the end of the day of a Staff Member's certified death.

### **Article 33          Separation from Service**

33.1 Separation from service may be either a Staff Member's resignation or the termination of the appointment by the Appointing Authority.

33.2 In cases where either IACA or a Staff Member or both sides wish to separate, they shall always first try to reach an amicable and fair arrangement, taking into account both sides' justified interests. Such an agreed separation may deviate from the provisions of this Chapter.

33.3 During a probationary period, and apart from cases of separation for cause, the period of notice for separation shall be generally one week. During a disciplinary probationary period this reduced period of notice may only be invoked by IACA.

33.4 In principle, temporary appointments, as well as fixed-term appointments, shall prevail until the end of service as stipulated in the respective Letter of Appointment, and only an agreed separation, a separation during a probationary period, and a separation for cause, as stipulated in this Chapter shall be possible. However, where a unilateral requirement for separation would arise, which does not fulfil the criteria for separation for cause, as outlined in this Chapter, and no agreement on separation can be reached, either side may announce unilateral separation upon prior notice given to the other side. In such a case the penalty payable by the separating side to the other side for non-adherence to the agreed period of service shall be an amount equal to two months of the respective Staff Member's basic salary.

33.5 For continuing appointments the period of notice for separation from service shall be generally six months.

33.6 Outside a probationary period no termination other than for cause shall be announced by the Appointing Authority during a Staff Member's medically certified pregnancy.

## **Article 34          Separation for Cause**

34.1      An appointment may be terminated by IACA, or a Staff Member may resign, for cause with immediate effect. Causes are severe circumstances under which the maintenance of the appointment would constitute an unreasonable burden for IACA and/or the Staff Member, so that the immediate separation would be justified.

34.2      For IACA such causes could be, in particular:

- (a)      a Staff Member's action and/or omission which constitutes a grave breach of trust and faith *vis-à-vis* IACA, including cases of severe misconduct, and unjustified absences,
- (b)      a Staff Member constitutes a severe threat to health and/or safety,
- (c)      a Staff Member's sustained unsatisfactory performance or misconduct,
- (d)      the need to lay off Staff for reasons of reduced operational capacities, and/or budget limitations,
- (e)      where the Staff Member's continued service, for whatever reasons, could harm IACA's image in public, or its other best interests.

34.3      For the Staff Member such causes could be, in particular:

- (a)      where the maintenance of the appointment could have a serious impact on the Staff Member's health or safety,
- (b)      IACA's sustained failure to honour the Staff Member's due entitlements, particularly regarding remunerations,
- (c)      IACA's documented and sustained failure to protect the Staff Member from severe harassment.

## **CHAPTER XI          PERSONNEL ADMINISTRATION**

### **Article 35          Personnel File**

35.1      A confidential personnel file, containing records relating to the Staff Member's employment with IACA, shall be established and maintained for each Staff Member.

35.2      The Appointing Authority shall ensure that the personnel file is kept confidential

and access to it is provided under the “need-to-know” principle only.

35.3 An active or former Staff Member shall have the right to familiarize himself or herself with the content of his or her personnel file as long as this file was not destroyed.

35.4 The Appointing Authority shall establish and issue instructions on the management, content, and access to the personnel file.

#### **Article 36 Certificate of Employment (Testimonial)**

36.1 At the end of his or her appointment with IACA, each Staff Member shall be issued by the Appointing Authority on request with a certificate of employment.

36.2 The certificate of employment shall state, as a minimum:

- (a) the duration of employment
- (b) the nature of the appointment
- (c) the nature of work
- (d) the classification of post (category/branch and grade)
- (e) information on the performance of the Staff Member.

36.3 The certificate of employment shall be signed by the Appointing Authority.

#### **Article 37 Confirmation of Employment**

37.1 During active employment, upon request of the Staff Member, an employment confirmation shall be issued by the Appointing Authority.

37.2 The employment confirmation shall state as a minimum:

- (a) the duration of employment so far
- (b) the envisaged expiry date of appointment, if any
- (c) the nature of the appointment
- (d) the nature of work
- (e) the classification of post (category/branch and grade).

37.3 The employment confirmation shall be signed by the Appointing Authority.

## **CHAPTER XII REMUNERATION**

### **Article 38 General**

38.1 The remuneration includes all payments made by IACA to a Staff Member under the provisions of this Chapter for fulfilling his or her duties.

38.2 Remuneration shall be established on the principles of flexibility and competitiveness, attracting the best workforce and keeping the administrative burden for IACA as low as possible.

### **Article 39 Basic Salary**

39.1 The basic salary shall be part of the remuneration and means the specific salary in grade and step on the single (S) or dependent (D) level. Notwithstanding the exceptions regarding overtime, as stipulated in these Staff Rules, the basic salary is an “all-in” salary.

39.2 Salary scales, representing the basic salary per year, are at Annex I to these Staff Rules. These scales shall be based on the classification of posts (category/branch and grade) with each grade consisting of ten incremental salary steps. The monthly basic salary is the basic salary per year divided by twelve.

39.3 Within these scales, a difference shall be made between salary of the group “D” for Staff Members with at least one natural, legally adopted, foster, or stepchild below the age of 18 – within these Staff Rules referred to as “dependent” – and salary for Staff Members of the group “S” without dependents.

39.4 Staff Members of both branches shall, in principle, start their appointment with IACA at the lowest step of the respective salary scale. However, the Appointing Authority may in specific cases grant a Staff Member a higher step, if the interests of IACA and other circumstances, e.g., the situation on the international academic labour market, and/or the specific conditions of the individual employment relationship, including previous experience and qualifications of the appointee, require so.

39.5 Part-time work shall be paid proportionally to the percentage of time worked.

## **Article 40            Adjustment of Salary Scales**

40.1     The salary scales shall be adjusted by the Appointing Authority every year with effect from 1 January to reflect changes of the costs of living in IACA's seat State.

40.2     In order to preserve equivalent standards of living at different places of employment and duty stations, the Appointing Authority may adjust the basic salaries set forth in Annex I to these Staff Rules by the application of post adjustments based on relative costs of living, standards of living, and related factors at the place of employment or duty station concerned as compared to the place of IACA's seat.

40.3     Additionally, the Appointing Authority may evaluate at any time a general adjustment of salary scales based on parameters other than the costs of living, e.g., the overall staff development, envisaged staff fluctuation, expected recruitments and termination of appointments, envisaged promotions, a forward projection of the establishment plan, IACA's budget, salary adjustments made in IACA's seat State, and salary adjustments applied to IACA's Staff under the provisions of these Staff Rules. The Appointing Authority's findings on such evaluation shall be included, as a proposal for general adjustment of salary, in IACA's annual budget forecast.

40.4     Adjustments to the basic salary made by the Appointing Authority under the provisions of this Article are not revisions of these Staff Rules.

## **Article 41            Overtime Payment**

41.1     Hours of overtime served by Staff entitled to compensatory time off in accordance with these Staff Rules shall be paid by IACA, if these hours were not consumed as compensatory time off within a period of six calendar months following the calendar month these hours of overtime were incurred. With the introduction of a possible flexitime scheme this rule shall only apply to such hours that exceed the positive flexitime frame implemented by the Appointing Authority.

41.2     The rate for one hour of overtime pay shall be calculated by dividing the Staff Member's monthly basic salary by 176. Fragments of an hour of the total overtime shall be disregarded.

## **Article 42            Mission Travel/Expenses**

42.1     Domestic or international travel may be requested from Staff Members as part of

their duty at any time. For this purpose Staff Members have to ensure at their sole expense to be at all times in possession of a passport that entitles them to international travel with a remaining period of validity of no less than six months. They shall thus make at their expense timely arrangements for renewal/reissue of these documents to maintain the stated period of validity.

42.2 Within the parameters set out below and as detailed in relevant instructions, mission travel expenses authorized by IACA shall be borne by IACA. These expenses will consist of:

- (a) travel expenses, including expenses for transfers, and, if appropriate, expenses for reasonable travel/baggage insurance arrangements, and
- (b) expenses for accommodation, and
- (c) a daily subsistence allowance, a flat-rate sum designed to cover three meals a day, plus incidental expenses, and
- (d) miscellaneous duty-related expenses, as authorized.

42.3 All travel arrangements and associated expenses shall be made in the framework of the following parameters:

- (a) The principles of economy, efficiency, and advisability
- (b) The limitation of costs for the most cost-effective and adequate journey between the place of employment and the place of mission
- (c) A reasonable balance between the interests and requirements of IACA and the interests and concerns of the Staff Member when carrying out a specific mission or travel.

42.4 Expenses made by the Staff Member and exceeding the calculated and authorized costs of mission travel shall be borne by the Staff Member unless such higher expenses were inevitably caused by circumstances beyond the respective Staff Member's influence and control. The Appointing Authority, furnished by the respective Staff Member with a reasonable documentation of these circumstances as well as with the original invoices, may authorize to cover these additional expenses in full or in part.

42.5 The daily subsistence allowance shall be fixed by the Appointing Authority, based on geographical and economic differences of places of mission, and shall be reviewed and published periodically.

42.6 As a principle, a Staff Member shall not profit from the multiple coverage of expenses, and/or additional financial advantages, e.g. per diems, or benefits in kind (e.g. meals, lodging) awarded by third parties in relation to the Staff Member's mission. Therefore, expenses of a Staff Member covered by third parties in relation to his or her mission shall not be borne by IACA, and financial advantages and/or benefits in kind, if not authorized by relevant instructions, shall correspondingly reduce the Staff Member's entitlements *vis-à-vis* IACA. Staff Members are required to immediately report at all times any such multiple coverage and/or additional financial advantages, or benefits in kind. They shall not submit requests for reimbursement of expenses covered by third parties and shall be required to refund to IACA without delay any amount received from IACA and undue under the afore provisions.

#### **Article 43 Other Allowances/Payments**

43.1 A Staff Member temporarily assigned to a post in a higher grade shall be entitled to a differential allowance if this assignment exceeds the duration of three months. This differential allowance shall offset the difference between a Staff Member's actual basic salary and the basic salary paid to a Staff Member in the higher graded post and at the respective Staff Member's step.

43.2 In case of exceptional performance and without imposing a legal liability on IACA, the Appointing Authority may decide to grant staff incentives and gratifications.

#### **Article 44 Ex-Gratia Payments to Staff Members**

44.1 In cases where not legal but moral obligations would justify a payment by IACA to a Staff Member, the Appointing Authority may decide to make such "ex-gratia" payments.

44.2 Ex-gratia payments that are justified in the light of the circumstances and thus are granted on extraordinary grounds shall be paid only if such payment is in the interest of IACA and shall be subject to financial limitations set by the Appointing Authority.

#### **Article 45 Rules on Payment**

45.1 The basic salary shall be paid retroactively for each month by the last day of the respective calendar month. Other due payments shall be made by IACA within a reasonable period of time. In exceptional cases, such as distress, and based on founded documentation provided by a Staff Member, advance payments may be granted by the Appointing Authority.



45.2 The payment period covers the full calendar month. The basic salary shall be paid in full for each full calendar month worked. Parts of a calendar month worked shall be remunerated proportionally.

45.3 In principle, payments to be made by IACA to Staff Members shall be calculated and paid in Euro. However, in duty stations other than the place of employment payments may be made to Staff Members in such currencies and at such rates of exchange as prescribed in instructions issued by the Appointing Authority.

45.4 Payments by IACA to a Staff Member will be exclusively transferred to a bank account registered in the name of this Staff Member at a bank

- (a) in IACA's seat State, or
- (b) if different from IACA's seat State, the place of employment, or
- (c) in the Staff Member's country of origin

if notified by the respective Staff Member and recognized by IACA upon this Staff Member's appointment. Costs arising from this mode of payment shall be borne by the Staff Member. If such costs were incurred by IACA they shall be deducted by IACA from the respective Staff Member's due entitlements.

45.5 Payments in cash shall not be regarded as being in IACA's interest.

45.6 Claims arising between IACA and Staff Members in respect of an entitlement of any kind shall be limited to a period of prescription of three years from the date when the cause of claim accrues, and shall not be satisfied thereafter.

45.7 IACA shall be entitled to offset its claims against entitlements and/or claims of the respective Staff Member. IACA may satisfy its claims by deduction from due remunerations, or other entitlements. Furthermore, deductions from a Staff Member's remunerations may be made by IACA, in order to satisfy IACA's well-justified interests, and obligations under international law, *inter alia*, the HQ Agreement.

## **CHAPTER XIII SOCIAL SECURITY**

### **Article 46 Austrian Social Insurance Scheme**

Under the HQ Agreement, the Austrian social insurance scheme is open for IACA Staff

Members. IACA will administratively support Staff Members in this respect, as appropriate and feasible.

#### **Article 47          Accident and Health Insurance**

47.1      Upon their start of service, Staff Members shall subscribe to the occupational accident insurance as well as the health insurance branch under the Austrian social insurance scheme. IACA shall refund Staff Members the monthly contributions for accident insurance. The costs for health insurance, including for dependents, as applicable, remain the Staff Member's responsibility.

47.2      Additionally, as required and requested by Staff Members, IACA shall provide travel health insurance for Staff on mission travel.

#### **Article 48          Pension/Disability/Unemployment Insurance**

48.1      Regarding pension insurance, insurance covering non-occupational disability, and unemployment insurance, IACA shall encourage the Staff Member to seek coverage through the Austrian social insurance, a private insurance arrangement, or through any other appropriate and reliable provider.

48.2      Costs of such insurance, including derivative rights of dependents or other persons to whom the Staff Member may have such legal obligations, shall be borne by the Staff Member, if applicable.

### **CHAPTER XIV      PERFORMANCE/ADJUSTMENT OF SALARY/PROMOTION**

#### **Article 49          General Rules on Adjustment of Salary and Promotion**

Periods of leave for military service, alternative national service, or maternity/parental leave, shall per se neither have a detrimental effect on the adjustment of a Staff Member's salary on grounds of performance nor on a Staff Member's promotion.

#### **Article 50          Assessment of Performance**

50.1      The Appointing Authority shall arrange every calendar year an annual assessment of performance of Staff and shall issue instructions thereto.

50.2 In order to safeguard the highest possible standards of Staff, the principles of equal treatment, transparent performance measurement, and balanced advancement, and for the sake of a corresponding promotion policy, no more than twenty percent of the overall Staff should be assessed to the highest performance mark each calendar year.

50.3 The performance marks are arranged in descending alphabetical order from A to E. The highest performance mark, however, shall be an A together with a commendation of the Appointing Authority, for outstanding performance.

#### **Article 51 Adjustment of Salary based on Performance**

Based on their annual assessment of performance, the following adjustments of salary shall be made:

- (a) Staff Members with twice the highest performance mark or once the highest performance mark and once the second-highest performance mark in two consecutive years, shall advance by one step on the respective salary scale of their grade.
- (b) Staff Members with a low or unsatisfactory performance mark shall decrease one step on the respective salary scale of their grade.

#### **Article 52 Promotion**

52.1 Promotion is the advancement of a Staff Member on a fixed-term or continuing appointment to any post of a higher grade, following an internal competition and selection process. A promoted Staff Member shall start his/her appointment at that lowest step in the higher grade which leads to an increase of his/her basic salary.

52.2 If the classification of a post is changed to a higher grade, and the Staff Member holding this post is qualified to continue his or her appointment on the same post in the higher grade, no internal competition shall take place, if this Staff Member's performance was assessed at least with the second-highest performance mark.

#### **Article 53 Training and Development of Staff**

53.1 Staffing of IACA shall take into due account the establishment of an environment for Staff to further learn on the job.

53.2 In addition IACA shall promote training and personal development courses for Staff as these measures are compatible with the proper functioning of the service and are in accordance with IACA's interests.

53.3 The Appointing Authority may instruct Staff Members to complete training and personal development courses.

53.4 The evaluation and participation in such training and personal development courses shall be taken into account for purposes of promotion.

## **CHAPTER XV WORKING TIME/PLACE OF EMPLOYMENT**

### **Article 54 Working Time**

54.1 The working week will be the working days from Monday to Friday. Saturdays and Sundays, as well as the official holidays designated and published by the Appointing Authority at the beginning of every year, shall not be regarded as normal working days. The normal working week for Staff Members with full-time employment shall be 40 hours.

54.2 During working hours the Staff Member shall be present at work and at the disposal of IACA, except of cases where leave or absence from duty has been authorized. Saturdays, Sundays, and holidays shall be kept free of work, save a special order.

54.3 Within the limitations of this Chapter and based on operational considerations, the Appointing Authority may establish a system of flexible working hours.

### **Article 55 Part-Time Work**

55.1 Subject to the decision of the Appointing Authority part-time work shall be possible for all Staff, with the degree of employment being fixed by the Appointing Authority in full hours and not falling below 20 hours per calendar week.

55.2 The Appointing Authority may decide to grant part-time work on a Staff member's request, or to order part-time work in the interest of IACA.

55.3 When making its decision, the Appointing Authority shall take into account the Staff member's justified interests whereas special attention shall be given to reasons of education

of children and childcare. However, in case of conflicting interests IACA's interests shall precede.

## **Article 56 Overtime/Compensatory Time Off (CTO)**

56.1 Staff Members shall observe the normal working hours as stipulated within this Chapter and detailed by instructions of the Appointing Authority.

56.2 As required, attendance beyond the normal working hours, including hours on official holidays or non-working days, may be expected from Staff Members during periods of peak activity. Such attendance will be regarded as overtime.

56.3 Staff on posts in the grades 1 to 7 shall not be entitled to CTO or overtime pay.

56.4 Staff on posts in the grades 8 to 10 shall consume overtime within six calendar months following the calendar month in which the respective overtime was incurred. Consumption of CTO shall be equal to the hours of overtime served.

56.5 Staff Members may be instructed to consume overtime, or in the case of a flexi-time system, to reduce a positive, as well as negative balance on the time sheet, if in IACA's interest.

56.6 Where in exceptional circumstances the Appointing Authority requires the majority of Staff Members to work on an official holiday or a non-working day and declares it as a working day, another working day shall be set and observed instead, but neither overtime payment nor CTO shall be granted in such a case.

56.7 Time spent on travel and a Staff Member's participation as a guest in receptions or social events shall not be considered overtime, unless urgent work has to be carried out within these times and prior authorization of overtime was granted by the Appointing Authority.

## **Article 57 Place of Employment/Duty Station**

57.1 The place of employment shall be the place of a Staff Member's permanent employment as stated in the respective Letter of Appointment or Secondment Agreement.

57.2 The duty station shall be the place that is the focal point of a Staff Member's employment activities for a period longer than the short term. This will be regularly the same

as the place of employment unless the Staff Member is being sent on temporary assignment or secondment.

57.3 Working hours have to be spent at the Staff Member's place of employment or duty station, save well-justified cases established by the Appointing Authority. A Staff Member shall not be absent from duty without prior authorization, or if justified under these Staff Rules and instructions thereto.

## **Article 58 Staff on Mission/Staff on Secondment**

58.1 The Appointing Authority may send a Staff Member to temporarily perform duties outside IACA, e.g., Staff on secondments, Staff on mission travel, and temporary assignments.

58.2 Any such performance of temporary duties exceeding 28 calendar days shall be regarded as working at a duty station other than the regular place of employment.

58.3 Mission travel shall be arranged by IACA for short-term official visits of Staff to other places than their duty station.

58.4 In contrast to mission travel, temporary assignments shall involve a change of duty station, usually for a longer period than the short term, with the centre of gravity of the respective Staff Member's employment activities temporarily shifting to the new duty station.

58.5 Temporary performance of duties outside IACA exceeding 28 calendar days shall require the consent of the Staff Member concerned, except in cases of urgency where the negative impact for IACA of this Staff Member not performing the respective duties outside IACA would greatly exceed any disadvantage for the Staff Member concerned.

## **CHAPTER XVI LEAVE/ABSENCE FROM DUTY**

### **Article 59 Unjustified Absences**

Absences from work are either justified under the provisions of these Staff Rules or unjustified. Save other related measures (e.g., disciplinary measures, termination of appointment), unjustified absences shall lead to corresponding deductions of the respective Staff Member's entitlements *vis-à-vis* IACA.

## **Article 60          Annual Leave**

60.1      Staff Members shall be entitled to annual leave of 28 working days per year. For parts of a year, annual leave shall be calculated proportionally. Fractions of the calculated total in days shall be rounded to a full day.

60.2      Annual leave may be taken in several parts or in full. There shall be, however, at least one period of leave comprising two consecutive weeks. The period(s) of annual leave shall be determined by mutual consent between the Staff Member and IACA, having the justified needs of the Staff Member as well as the requirements of IACA in mind. Therefore, IACA for operational circumstances may decide not to grant annual leave in a specific period of time.

60.3      Before the completion of three months' uninterrupted service with IACA annual leave shall be granted by the Appointing Authority proportionally for the period from the start of appointment until the start of annual leave requested.

60.4      Days of illness contracted by a Staff Member during annual leave and exceeding three working days shall qualify as sick leave and not count as annual leave if a medical certificate is presented by the respective Staff Member.

60.5      Due to its recreation effects, annual leave accrued in one calendar year shall be granted by the Appointing Authority and consumed by the Staff Member within this calendar year. A maximum of 10 days of unspent annual leave may be carried over to the next calendar year and all other such days shall be forfeited unless a Staff Member, for compelling reasons that cannot be attributed to him/her, was not able to consume these days of annual leave by the end of the respective calendar year.

60.6      No monetary compensation for unused annual leave shall be made by IACA to a Staff Member unless this Staff Member, for compelling reasons that cannot be attributed to him/her, was not able to consume his or her annual leave before the end of his or her appointment.

## **Article 61          Sick Leave**

61.1      A Staff Member shall report to the Appointing Authority without undue delay his/her sickness or accident which forces this Staff Member's absence from duty (sick leave).

61.2      Sick leave shall only be deemed justified when certified by a duly recognized

medical practitioner. The Staff Member concerned shall present to the Appointing Authority without undue delay this medical certificate which shall express the Staff Member's inability to perform his or her duties and, if known, the expected duration of his or her illness.

61.3 The Appointing Authority, balancing the administrative burden of sick leave management with the overall discipline of Staff regarding sick leave, may stipulate in its instructions that sick leave lasting no longer than three consecutive working days shall be presumed as justified without the presentation of a medical certificate. However, where the total of such uncertified absences exceeds nine working days during a period of one year, the presentation by the Staff Member of a medical certificate shall be mandatory.

61.4 A stay in a facility to recover from serious illness or to ease the effects of a permanent physical disorder shall be regarded as sick leave if such a stay is certified by a medical certificate.

61.5 IACA shall have the right to require a Staff Member, at any time, to undergo a medical examination of his or her fitness for work, by a medical practitioner designated and paid by IACA. If this practitioner certifies that the Staff Member was fit for work, the corresponding period shall be deemed an unjustified absence, with all associated consequences.

61.6 A Staff Member may appeal against this medical certificate to a medical referee, who shall be nominated by IACA and the Staff Member. If IACA and the Staff Member fail to reach an agreement on the nomination of the medical referee, the local public health officer shall act as referee. The decision of the medical referee shall be final.

61.7 In cases of sick leave for three months or longer, the Appointing Authority shall decide on the continuation of this Staff Member's appointment.

61.8 A Staff Member on sick leave shall maintain his or her right for full remuneration for the duration of one month's full pay and one month's half pay for each employment year of uninterrupted service. For this calculation all days of sick leave occurring during a Staff Member's tour of uninterrupted service shall be counted together.

61.9 A Staff Member on sick leave due to an accident in service or an occupational disease shall retain his or her right to full remuneration provided that the above reasons for sick leave are supported by a medical certificate, presented by the Staff Member, and until the Staff Member's appointment expires.



61.10 Sick leave shall end with the expiry of a Staff Member's appointment at the latest. Such an expiry will also take place on the date a sick leave lasts one year.

## **Article 62       Special Leave**

62.1 Special leave may be granted by the Appointing Authority to a Staff Member on reasonable grounds, e.g.:

- (a) study or research
- (b) childcare
- (c) supplementing maternity/parental leave
- (d) a death in the Staff Member's family
- (e) a serious family emergency
- (f) summons to testify in court or before administrative authorities.

62.2 In such cases, the Appointing Authority shall decide whether the Staff Member shall retain the full basic salary or if it shall be withheld in full or in part.

## **Article 63       Maternity/Parental Leave**

63.1 A Staff Member shall be granted unpaid maternity leave for the period

- (a) starting eight weeks before the calculated date of birth, and
- (b) ending eight weeks after the actual date of birth, or 12 weeks after an actual premature birth, multiple births, or a caesarean birth; the end of this period after birth shall be extended by the number of days a birth occurs earlier than calculated, but to a maximum of 16 weeks after the actual birth.

63.2 Maternity allowance may be claimable by the Staff Member from her health insurance, subject to Austrian social security law.

63.3 No sick leave shall be granted during maternity leave. Annual leave shall accrue during maternity leave.

63.4 Upon request, unpaid parental leave shall be granted to a Staff Member for a maximum period of six full calendar months from the date of birth, adoption, or fostering of a child. In addition, a consecutive period of up to 18 months may be granted to the

respective Staff Member. Parental leave, however, shall not be granted for longer than until the second birthday of the respective child.

63.5 In case that both of the parents are Staff Members, they may share periods of parental leave under the conditions approved by the Appointing Authority. The Appointing Authority, upon approval, shall balance IACA's interests with the requirements of the Staff Members concerned.

63.6 Under no circumstances shall maternity or parental leave exceed the duration of a temporary appointment, fixed-term appointment, or secondment.

#### **Article 64 Unpaid Leave**

64.1 A Staff Member may apply for unpaid leave for not less than three working days but not exceeding twelve consecutive calendar months. The decision shall be made by the Appointing Authority balancing the reasons for and circumstances of this request with IACA's interests. Unpaid leave shall not be granted for periods in a public office, or similar activities of political character.

64.2 Under no circumstances shall unpaid leave exceed the duration of a temporary appointment, fixed-term appointment, or secondment.

64.3 Except for maternity leave, periods of unpaid leave, including parental leave, shall not qualify as periods of service, relevant for calculating a Staff Member's entitlements to annual leave and paid sick leave.

### **CHAPTER XVII SPECIAL RULES ON SECONDMENT**

#### **Article 65 Offer and Acceptance of Secondment**

65.1 Within the framework of a regular recruitment process and subject to a respective vacancy notice issued by the Appointing Authority, a State, governmental organization, or any other relevant institution – the Seconding Authority – may offer the provision of staff to IACA.

65.2 The Appointing Authority may accept such an offer taking into due account IACA's operational requirements as well as its procedures on recruitment and selection.

Predominantly, seconded Staff shall enable IACA to benefit from their professional knowledge and experience.

65.3 Terms and conditions of a secondment shall be stipulated in a Secondment Agreement concluded between the Seconding Authority and the Appointing Authority on behalf of IACA. This agreement shall reflect the particular relationships between IACA and the seconded Staff Member, IACA and the Seconding Authority, and the seconded Staff Member and the Seconding Authority.

## **Article 66           Restrictions of Employment Activities**

66.1 Seconded Staff Members shall tender advice to IACA and carry out their duties entrusted to them and defined in the Secondment Agreement. They may work at any of IACA's posts where their services are deemed necessary, provided that there is no conflict of interest.

66.2 A seconded Staff Member shall not represent IACA on his or her own with a view to entering into commitments, whether financial or other, nor negotiate politically or legally binding arrangements on IACA's behalf.

66.3 A seconded Staff Member shall not perform duties in posts graded from 1 to 3.

66.4 A seconded Staff Member shall only take part in missions or external meetings

- (a) as part of a delegation led by a non-seconded Staff Member, or
- (b) as observer, or
- (c) for information purposes only.

66.5 In all other cases, the seconded Staff Member's direct supervisor may give him or her a specific mandate to participate in one or more missions or external meetings on his or her own, after having ensured that there is no potential conflict of interest. In such cases, the supervisor shall give the seconded Staff Member clear and specific instructions on the position to be adopted during the missions or meetings in question.

## **Article 67           Proprietary Rights**

Deviations from provisions of these Staff Rules pertaining to proprietary rights may be agreed by the Appointing Authority and the Seconding Authority in the Secondment

Agreement.

## **Article 68        Claims and Liabilities**

68.1     In deviation from the provisions of these Staff Rules pertaining to claims and liabilities, the Seconding Authority shall be obliged to compensate or reimburse IACA in full or in part for any financial loss suffered by IACA as a result of a seconded Staff Member's gross negligence, malice, fraud, or failure to observe any of his or her obligations related to his or her service with IACA.

68.2     Cases where the Appointing Authority supports a seconded Staff Member pursuant to these Staff Rules in proceedings against any person perpetrating threats, insulting or defamatory acts or utterances, or any attack on a person or property to which he or she or a member of his or her family is subjected by reason of his or her position or duties shall be reported by the Appointing Authority to the Seconding Authority.

## **Article 69        Confidentiality and Discretion**

Taking into account the rules on confidentiality and discretion of these Staff Rules, the seconded Staff Member shall inform the Appointing Authority, without undue delay, about any request of the Seconding Authority to provide information about facts related to the work for IACA. This request shall then be dealt with between the Appointing Authority and the Seconding Authority on the basis of amicable cooperation, having the interests of both entities in mind. Explicit provisions in this regard shall be agreed between the Appointing Authority and the Seconding Authority by virtue of exchange of letters or in the Secondment Agreement.

## **Article 70        Gifts, Honours, Decorations, and other Favours**

Remuneration, or other entitlements/awards received by a seconded Staff Member from his or her Seconding Authority in regard of his/her employment relationship with the Seconding Authority shall not fall under the scope of the provisions of these Staff Rules on Gifts, Honours, Decorations, and other Favours.

## **Article 71        Outside Activities, Occupation, or Employment**

If a seconded Staff Member was authorized by the Appointing Authority under the relevant provisions of these Staff Rules to discharge work for his or her Seconding Authority and this

work turns out to be either incompatible with the seconded Staff Member's function at IACA or otherwise against IACA's interests, the Appointing Authority, based on consultations with the Seconding Authority, shall either withdraw its approval or terminate the secondment, whatever is appropriate.

## **Article 72          Discipline**

72.1      Regarding the rules on discipline under these Staff Rules and relevant instructions, disciplinary measures taken by the Appointing Authority against seconded Staff shall be restricted to informal measures, e.g. spoken or written warnings or, as regards formal measures, to the withholding of special grants, where applicable, or to the termination of secondment in accordance with the respective Secondment Agreement.

72.2      The Appointing Authority shall refer all results of the disciplinary procedure, a statement on disciplinary measures taken by IACA, and a recommendation as to what other disciplinary measures would be appropriate, to the Seconding Authority. In this respect the Secondment Agreement shall foresee provisions regarding the disciplinary responsibility of the seconded Staff Member towards the Seconding Authority for misconduct during the secondment.

72.3      Regardless of further steps taken by the Seconding Authority, the Appointing Authority shall have the right to unilaterally decide in the interests of IACA whether to terminate or to sustain the secondment.

## **Article 73          Conditions of Secondment/Secondment Agreement**

73.1      Except for the provisions regarding probationary periods included in the Staff Rules, Chapter IX of the Staff Rules shall not apply to secondments.

73.2      Within the limitations contained in these Staff Rules, the terms and conditions of a specific secondment shall be agreed between the Appointing Authority and the Seconding Authority in the respective Secondment Agreement.

73.3      In particular, the Secondment Agreement shall emphasize the application of these Staff Rules to the secondment, with the additions and deviations stipulated in this Chapter, clarifying the extent to which the seconded Staff Member shall remain within the Seconding Authority's range of influence.

73.4      The duration of secondment shall be a minimum of six months and shall not exceed

a period of two years. A secondment may be renewed if it is in IACA's interest.

73.5 After the Appointing Authority and the Seconding Authority have agreed and signed the Secondment Agreement, the seconded Staff Member shall sign a copy of the Secondment Agreement together with a declaration that he or she is aware of his or her rights and obligations during secondment to reinforce the personal relationship between IACA and the seconded Staff Member, the latter, similar to a non-seconded Staff Member, signing his or her Letter of Appointment.

73.6 Amendments to the Secondment Agreement may be agreed by the Appointing Authority and the Seconding Authority. After every amendment a copy of the Secondment Agreement shall be signed again by the seconded Staff Member.

73.7 The Seconding Authority shall ensure that the requirements stated in paragraph 31.2 of these Staff Rules are fulfilled before the Staff Member reports to IACA for duty.

73.8 Furthermore, the Seconding Authority shall before the start of secondment confirm in writing that they do not know of any reason why the seconded Staff Member should not be assigned to his or her duties outlined in the Secondment Agreement.

73.9 A secondment may be renewed or the same person may be seconded another time. In the latter case it shall be ensured that this person continues to meet the conditions for secondment agreed between IACA and the Seconding Authority.

#### **Article 74 Termination/Expiry**

74.1 The rules on termination of appointments will not apply to secondments.

74.2 A secondment may be terminated if its continuation would be contrary to the interests of IACA. This rule shall be reflected in the Secondment Agreement.

74.3 Termination shall be announced by the Appointing Authority taking into account the periods of notice stipulated in the Secondment Agreement.

74.4 IACA shall have the right to unilateral immediate termination of a secondment if this is in its interest. In such cases the Appointing Authority shall consult with the Seconding Authority on further steps to be taken.

74.5 A secondment shall expire:

- (a) on the date stated in the Secondment Agreement
- (b) in case of termination at the end of the period of notice, as stipulated in the Secondment Agreement
- (c) in case of immediate termination on the date termination was announced by IACA with no period of notice required
- (d) on the date, a sick leave lasts one year
- (e) at the end of the month in which the Staff Member reaches the age of sixty-five years
- (f) if the Staff Member no longer fulfils the personal requirements as outlined in the Secondment Agreement
- (g) if the Staff Member ceases to be an employee of the Seconding Authority
- (h) on the day of a Staff Member's death, as certified.

## **Article 75          Remuneration**

75.1      Apart from the rules on mission travel/expenses and the rules on payment, Chapter XII on remuneration shall not apply to secondments.

75.2      In principle, seconded Staff shall not receive remuneration by IACA. The Seconding Authority shall continue to pay the seconded Staff Member's remuneration, at least to the amounts paid under his/her current employment contract, and such allowances as may be foreseen for the seconded Staff Member's service abroad. This obligation and the amount of remuneration paid by the Seconding Authority to the seconded Staff Member shall be included in the Secondment Agreement.

75.3      Notwithstanding the aforesaid, special grants may be awarded to seconded Staff by the Appointing Authority on a case-by-case basis. Such grants shall serve as stimulus and shall not exceed the difference between remuneration paid by the Seconding Authority to the seconded Staff Member and the basic salary paid by IACA to a comparable Staff Member on fixed-term appointment.

## **Article 76          Social Security**

76.1      Chapter XIII of these Staff Rules on social security and pensions shall not apply to secondments.

76.2 All social rights of seconded Staff and their families, particularly as regards social security and pensions, shall continue to follow the respective legal order applicable to the Seconding Authority. In this respect, the Seconding Authority will be responsible for all such expenses incurred by the seconded Staff Member or for the benefit of the seconded Staff Member and its family abroad. This obligation shall be stipulated in the Secondment Agreement.

#### **Article 77 Assessment of Performance**

Except for Article 50 on assessment of performance, Chapter XIV of these Staff Rules shall not apply to secondments.

#### **Article 78 Working Time**

Seconded Staff shall not be granted part-time work.

#### **Article 79 Leave/Absences**

The Appointing Authority shall be entitled to terminate the secondment if the seconded Staff Member's leave or absence from IACA exceeds 60 calendar days within a period of 365 calendar days in total, regardless of the reason for such leave or absence. This rule shall be stated in the Secondment Agreement.

### **CHAPTER XVIII TRANSITIONAL PROVISIONS**

#### **Article 80 Transition of Health Insurance/Subsidiarity of Staff Entitlements**

Chapter XIII – Social Security/Pensions of the Staff Rules in their Revision #5, as well as associated instructions, shall continue to apply to all Staff Members appointed before the entering into force of Revision #6 of these Staff Rules, as long as these Staff Members are not subscribed in the Austrian public health insurance under the HQ Agreement. For this transitional period any Staff entitlements against IACA, such as continued pay during maternity leave or sick leave shall be subsidiary to entitlements of the Staff Member against his/her insurance provider. At the latest, Revision #6 of the Staff Rules, including Chapter XIII, shall apply to such Staff Members from the start of any renewal/extension of their appointments.



ANNEX I

Basic Salary Scale for Staff Members of the International Anti-Corruption Academy  
in the Administrative and Academic Branch (in EURO per year) - 2022

	<i>Step I</i>	<i>Step II</i>	<i>Step III</i>	<i>Step IV</i>	<i>Step V</i>	<i>Step VI</i>	<i>Step VII</i>	<i>Step VIII</i>	<i>Step IX</i>	<i>Step X</i>
AC/AD 1-S	199 179	203 404	207 634	211 872	216 279	220 685	224 771	228 852	232 940	237 122
AC/AD 1-D	204 407	208 634	212 863	217 101	221 506	225 914	229 999	234 079	238 166	242 350
AC/AD 2-S	182 002	185 710	189 415	193 128	196 840	200 546	204 262	207 969	211 683	215 487
AC/AD 2-D	187 228	190 940	194 643	198 355	202 069	205 775	209 490	213 195	216 911	220 712
AC/AD 3-S	150 511	153 667	156 823	159 977	163 135	166 287	169 449	172 606	175 759	178 917
AC/AD 3-D	155 739	158 892	162 051	165 201	168 364	171 515	174 677	177 832	180 989	184 144
AC/AD 4-S	124 018	126 831	129 645	132 457	135 276	138 088	140 905	143 938	146 983	150 029
AC/AD 4-D	129 244	132 059	134 872	137 687	140 503	143 315	146 133	149 166	152 214	155 255
AC/AD 5-S	101 921	104 528	107 134	109 736	112 343	114 949	117 551	120 160	122 765	125 369
AC/AD 5-D	107 150	109 755	112 360	114 964	117 571	120 175	122 779	125 390	127 994	130 598
AC/AD 6-S	83 586	85 919	88 248	90 580	92 910	95 238	97 572	99 898	102 230	104 563
AC/AD 6-D	88 813	91 146	93 475	95 808	98 135	100 465	102 800	105 126	107 458	109 789
AC/AD 7-S	73 771	76 334	78 894	81 457	84 019	86 581	89 143	91 705	94 266	96 828
AC/AD 7-D	79 001	81 562	84 120	86 685	89 245	91 809	94 372	96 933	99 492	102 056
AC/AD 8-S	53 492	55 410	57 326	59 243	61 162	63 081	64 997	66 913	68 832	70 751
AC/AD 8-D	58 719	60 638	62 555	64 472	66 392	68 309	70 225	72 142	74 060	75 978
AC/AD 9-S	45 869	47 411	48 956	50 502	52 046	53 651	55 307	56 964	58 622	60 278
AC/AD 9-D	51 094	52 639	54 184	55 730	57 275	58 879	60 535	62 192	63 849	65 506
AC/AD 10-S	39 328	40 659	41 991	43 322	44 653	45 984	47 314	48 648	49 979	51 310
AC/AD 10-D	44 556	45 887	47 217	48 550	49 881	51 212	52 542	53 874	55 208	56 538

*Status: 1 January 2022*