



Inappropriate use of employment contracts in the Office

Measures to prevent the recurrence of inappropriate use of employment contracts

1. It is of particular concern that all persons employed in the Office - on whatever contractual basis - be accorded fair and equitable treatment in terms of appropriate remuneration and other working conditions and that we avoid creating situations whereby temporary employees are led to harbour expectations of continued employment in the Office without there being a reasonable prospect of that goal being realized.
2. All temporary contracts (whether they be Short-Term [ST], Special Short-Term [SST], or External Collaboration [Ex-Col] contracts) are widely relied upon in the Office to engage staff, or otherwise have work undertaken, for a period of temporary and definite duration. These contractual arrangements are perfectly appropriate when used for the purpose for which they are intended. However, when such contracts are used improperly and/or over extended periods, they may give rise to a situation of what has become described, incorrectly, as "precarious employment." Inappropriate contract usage is normally considered by the Office to have occurred when a person has been engaged under a number of temporary contracts and has accumulated at 1 July 2002, at least 24 months of employment under such contracts with the Office within the past 36 months.
3. There are some occupations and situations, which are not considered to come within the scope of this definition. For instance, persons employed principally as information technology consultants, audio-visual technicians and linguistic personnel (e.g. free-lance interpreters and translators, editors, revisers, and proof-readers) whose services may be contracted by the Office for extended periods of time are excluded from this definition as their work is either that of independent contractors or of a regular seasonal nature. Technical cooperation experts and certain persons engaged under special extra-budgetary funds who are properly employed on ST, SST or Ex-Col contracts are also excluded as the funding for the activities of the project of which they are part is only anticipated to be for a limited period. (i.e. while extra-budgetary funding is available).
4. As it is the direct responsibility of managers to initiate the recruitment of short-term staff and to contract external collaborators, it is necessary to emphasize the importance of ensuring that each specific use made of ST, SST or Ex-Col contracts is temporary and of definite duration and that the policies and rules which govern the use of such contracts are strictly adhered to.
5. Accordingly, the present circular is being issued: (i) to recall to managers and staff the main rules governing ST, SST and Ex-Col contracts; and (ii) to outline the measures which the Human Resources Development Department (HRD) has been asked to implement to enforce these rules. The Director-General has also issued a note to managers outlining his expectations and providing more specific guidance to prevent the inappropriate use of employment contracts in the future.

¹ To each official.

I. Rules governing short-term employment and external collaboration

- 6.** The main rules governing short-term employment and external collaboration in the Office are set out below.
- 7.** A Short-Term Appointment, whether regular short-term or special short term, is time-based and comprises several office tasks to be completed over a specified period of time. The work concerned is defined in terms of the duties and responsibilities to be performed (normally, these are the same as, or similar to, those performed by core Office staff); the person's presence is required at the Office during normal working hours and for a prescribed period during which Office space and other facilities and services are provided; the work is supervised within the established hierarchical structure; payment is made on a daily or monthly basis; and the person employed is regarded as an ILO official enjoying the immunities and status necessary for the discharge of her or his duties, including tax exemption (and, as such, s/he is entitled to a laissez-passer for mission travel and a carte de légitimation to reside in Switzerland).
- 8.** A short-term appointment (ST or SST) is envisaged in the following situations:
 - for (a) specific assignment(s) of short duration;
 - where a regular staff member needs to be replaced for temporary reasons (e.g. a replacement consequential on maternity leave, leave without pay, or other type of extended leave);
 - pending the filling of a vacant job;
 - pending the creation of a job.
- 9.** The duration of a Short-Term (ST) contract may extend for the full period of the anticipated need, from a minimum of one day to a maximum of 364 days. Alternatively, a series of ST contracts may be issued successively,² up to a maximum of 364 days.
- 10.** A Special Short-Term (SST) contract may be issued for a minimum of 30 days up to a maximum of 171 days (or 5 months and 3 weeks) within any 12 consecutive months. A series of SST contracts may be issued successively, up to a maximum of 171 days.
- 11.** In principle, a combination of SST and ST contracts cannot exceed a total of 364 days within a two-year period. This applies to all new contracts with an effective date on or after 1 July 2002. This issue will be examined further in the context of the Office's current review of contract policy. In addition, as a transitional measure, no further employment may be offered for a period of six months following the end of the contract triggering the 364-day limit.
- 12.** An External Collaboration Contract (Ex-Col) is task-based. Such a contract may be used only where there is a specific well-defined task to be performed and the output can be considered as a specific end-product (e.g. a research study, report, translation, or typed document) or where the task assigned is one that is advisory in nature (e.g. engaging an academic or other specialist to present a paper and be a discussant at a workshop). A person employed on an Ex-Col contract is not, and does not act in the capacity of an official of the ILO and is not authorised in any circumstances to undertake any commitment on behalf of the Office. The conditions under which the Ex-Col contract may be used are that the work to be carried out is not an ongoing activity; the work performed is to meet a specified deadline at working times determined by the contractor within the

² In this respect, continuity of service is not considered to have been broken by any interruption which does not exceed 30 days.

overall work plan set by the relevant Office unit and at any place of his/her choice; office space, facilities, or services normally should not be provided; and full payment is normally made only when the work has been completed and judged satisfactory. As non-staff members, Ex-Cols do not enjoy the immunities of an official. Since they should not work on ILO premises, a carte de légitimation is not provided to them. However, if an Ex-Col needs to have consultations in Geneva, any relevant visa(s) may be obtained by the Office to facilitate official travel to Switzerland.

13. It should be noted that no person shall commence employment in the Office, for a temporary or longer period, before an appropriate contract has been authorized and signed. Moreover, a person should not be employed under simultaneous contracts with the Office. Accordingly, before recruiting a person for temporary employment, a line manager should clarify whether s/he holds any other ILO contract. In such a case, the manager should seek advice from HRPOLICY before a further contract is issued.

II. Measures to enforce the rules

14. In no case will any future individual employment situation be allowed to evolve into a situation of inappropriate use of a contract or contracts.
15. To this end, managers and HRD have been requested to enforce strictly the above-mentioned rules governing short-term employment and external collaboration. HRD will establish without delay a monitoring mechanism that will: (a) reject approval of temporary contracts which are not in line with established rules; and (b) trigger an “early warning” so as to prevent the routine extension of temporary contracts. In addition, and with immediate effect, every Personnel Action (PA) request must contain a justification for the issuance of an appointment, extension or re-appointment under an ST or SST contract. This should be indicated in the “PA remarks” field. Without adequate justification, the PA will not be approved. The PA should reach the appropriate Senior Human Resources Officer (SHRO) in HRD at least two weeks before the date of entry on duty of the appointee to the Office or before a proposed extension in his/her contract is to take effect; if this condition is not fulfilled, the PA will not be approved. The above-mentioned monitoring mechanism will also extend to the inappropriate use of Ex-Col contracts and arrangements are being established through consultation between HRD and FINANCE.
16. The Director-General is insistent that all inappropriate contract usage in the ILO be eliminated once and for all and counts on the full co-operation of all managers and staff to ensure the successful implementation of the above measures.

Measures to address current cases of inappropriate use of employment contracts at Headquarters

17. In late 2000, a significant number of persons were identified as being employed under inappropriate temporary contract arrangements at headquarters. Considerable efforts have since been made to regularize the employment situation of these people and there are now only 20 persons for whom no regular employment solution has been identified.
18. The following measures are being, or will be, implemented to address these remaining cases.
19. As of early 2001, persons engaged on professional duties and employed under inappropriate temporary contracts for at least 24 out of the past 36 months have been eligible to apply for vacant jobs regardless of their nationality. A similar measure was subsequently extended to General Service staff members who have been subject to incorrect contract use. These measures will apply to applications lodged by the persons concerned for competitions initiated before 31 December 2003.

- 20.** In addition, to reinforce the application of the current rules governing short-term employment with the Office, the contracts of staff engaged in such employment will, in future, be extended beyond a 12-month period only for exceptional reasons; any such extensions will be communicated to the Joint Negotiating Committee for information.
- 21.** A person who has been engaged for a period of at least 24 out of the past 36 months on temporary contracts and who cannot secure a further contract within one month of the expiry of his/her current contract will, at that time, be granted a lump-sum payment calculated on the basis of his/her length of service, consistent with Article 11.4 of the Staff Regulations. The provisions of paragraph 22 below shall apply to such a person.
- 22.** A person whose contract has expired under paragraph 21 above may be re-engaged at a later date on an ST or SST contract. Any such re-engagement must be in accordance with paragraphs 6 to 13 above.
- 23.** Any queries concerning the appropriate type of contract to be granted to a person to undertake particular work for the Office should be addressed either to your Senior Human Resources Officer in the Human Resources Development Department, or to HRPOLICY (Ms. Gaham-Bouméchal or Ms. Hudson).

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