



Collective Contract Draft

Collective Bargaining 2016
APEX-Vitacura-Paranal Union

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Introduction

About this project of Collective Contract

This document is the Project of Collective Contract of the APEX-Vitacura-Paranal Union for the Collective Bargaining 2016.

This project was developed collecting ideas, proposals and suggestions of Union members between December 2015 and October 2016.

These proposals were discussed in Union assemblies during last months. In each assembly, attendance was recorded and signed by each participant.

After those assemblies, a second iteration of improvements and corrections were performed; several modifications done in order to achieve clearer and accurate explanations and new articles included based on suggestions by Union members.

A few reviewers chosen from APEX, Vitacura and Paranal performed a third iteration which demanded new modifications.

This version finally reviewed by Union board, conveys the hopes of a better working environment, developing ideas and solutions applicable to all Local Staff.

Proposals in this project of Collective Contract

In order to catch easily the changes in this draft respect to current Collective Contract, we have used the following labels,

[mod]	The article has modifications respect to the the Current Collective.
[new]	The article does not exists in the current Collective Contract.
[moved]	The article exists in the current collective contract but it was relocated in this draft.
[deleted]	The article was deleted, a short explanation is given.
[replaced]	An article exists in current Collective Contract that was replaced by a new article in this draft.

There is a summary of all modifications in page 11.

Use of diagrams

There some diagrams added to this draft in order to explain some long and complex articles. There are not diagrams in current Collective Contract, accordingly they are all new to this draft.

Review of writing

We have used a special label to identify some articles,

[review]	We suggest to improve writing of articles tagged with this label. Some articles have grown into big chunks of text with several levels of nested conditions. If a staff member wish to apply some of these articles, such branching makes difficult to find in which case they are.
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Minor changes within this spirit have been already done and highlighted in bold green. For instance, a text as “... **it could be chosen left/right.**” has been modified into “... **it could be chosen left or right.**”

Document language

The text of this document is written in accordance to UK variant of English, which demanded several small changes respect to actual contract. Those modifications are not highlighted nor tagged.

We consider that is a coherent modification in accordance to the nature of our Organisation.

Document Format

This document have several modifications in its format and are also a suggestion to follow respect to actual document,

- Several lists have been transformed from text itemization with some marking character into bullets which are common to all major editing systems.
- Several other itemization in columns that were diagrammed using tabs and spaces were transformed into tables, again, a feature commonly available.
- Headers have been formatted into a hierarchy of thee levels, which allows the automatic generation of a table of contents.
- A new font type and font size has been used to improve readability.

Paranal Union Board

Fernando, Alex, Nicolas

Paranal, 6 September, 2016

Summary

	Type	Article	Why
1	mod	I 1.02 – Validity	Modified according to the start of the new contract and for a period of two years.
2	mod	II 1.02 – Real increase	6% nominal increase of salaries to compensate the cost of living.
3	new	II 1.05 – Complementary Contribution to Pension Funds	<p>We ask the Organisation, a monthly complementary contribution to the pension funds equivalent to 1.76 of the current employee contribution to his/her AFP.</p> <p>This additional contribution should be sent to the APV (Ahorro Previsional Voluntario) account of each LSM via <i>Depósito Convenido</i>.</p> <p>International Staff Members contribute with a 17% of their salaries and the Organisation with an equivalent of 30% of their salaries to their pension funds.</p> <p>The ratio is 1.76, which is the same asked for Local Staff.</p> <p>Information about “Depósito Convenido”, http://www.spensiones.cl/portal/orientacion/580/w3-article-3014.html</p>
4	new	II 1.06 – Contribution to Health Insurance	<p>The Organisation will pay the 2/3 and the employee will pay 1/3 of their health insurance contribution (ISAPRE or FONASA) which is equivalent to 7%.</p> <p>International Staff members have split their contribution in 2/3 paid by Organisation and 1/3 paid by the employee, which are the same asked for Local Staff.</p>
5	mod	II 2.04 – Work in Case of Emergency	We ask for all time performed in emergency work to be paid and compensated in time.

			Current article establishes a minimum of 2 hours to allow the employee compensate in time.
6	new	II 2.0x – Equivalence of Days Spent on Trainings	<p>We ask for the hours spent in training per day have the same equivalence to hours at employee's working place.</p> <p>Currently, most trainings are equivalent to eight (8) hours per day and working hours on observation site are ten (10) hours per day. Therefore, an employee in training must compensate a deficit of two (2) hours per day in training.</p>
7	new	II 2.0x – Compensation for Time Travelling	We ask for a compensation of the actual time spent on travelling to a duty or training travel.
8	mod	II 2.13 – Compensation for Temporary Functions	<p>Modified to match with current activities.</p> <p>Current definition of temporary activities does not apply.</p>
9	nod	II 2.14 – Allowance for fire fighters and rescue group	Updated the amount of compensation according to CPI.
10	new	II 2.17 – Extra vacation day for transition between day and night	<p>TIOs have an additional overhead switching between day and night.</p> <p>Additional days of vacation are asked to mitigate this load.</p>
11	mod	II 3.01 – Termination of a contract	<p>We ask for payment of indemnities as soon as the employee is notified of the dismissal.</p> <p>Currently, those indemnities are withhold until employee resigns any further complain signing their <i>finiquito</i>.</p> <p>Increase the limit of salaries to pay from eighteen (18) to twenty five (25).</p>
12	mod	II 3.03 – Advance payments on termination indemnity	For those advances done before 2006 the calculation should be done also in UF.
13	mod	II 3.06 – Salary advances	Increase of the ceiling.

14	new	II 3.07 – Prior notice	We ask that employees are notified 90 days in advance to the termination of their contract.
15	new	II 4.01 – Recognition per years working at ESO	Local Staff Member will receive one (1) additional vacation day and one (1) additional step every five (5) years working continuously at ESO.
16	mod	III 1.03 – Vacation bonus	Updated bonus according to CPI.
17	mod	III 1.04 – Carry-over of annual leave	We ask for a carry up to thirty (30) days of vacation to following year period.
18	mod	III 2.03 – Special leave for a female Local Staff Member	We ask for a modification of current benefit to include Staff working in Vitacura offices.
19	new	III 2.0x – Possible reassignment to Vitacura office	We ask for a modification to include male staff, for instance, when a close family member is sick and the person needs to be nearby.
20	mod	III 2.11 – Administrative purposes	We ask for an increase from two (2) to three (3) days for administrative purposes for personnel with a 5/2 shift. Not restricted to an Observation site, in order to include Vitacura staff.
21	mod	IV 1.08 – Working Clothes and Safety Elements	We specify the working clothes and safety elements as a minimum set , listed in an appendix. Current specification and delivery of working clothes is difficult to implement.
22	mod	IV 2.03 – Ground transportation (Commuting)	We request a modification to add the urban areas of Colina, Puente Alto and San Bernardo, located in the Metropolitan area.
23	mod	IV 2.05 – Lunch and Transport Allowance for duty stations: Santiago, La Serena or Antofagasta	Updated allowance according to CPI.
24	new	IV 2.06 – Transportation for Local Staff Member living in or at the south of Region del Bio Bio	Include in the Collective Contract the solution which is already applied on a trial basis for staff living in or at the south of Region del Bio Bio.

25	new	IV 2.07 – Contribution to pay the taxi for people living in 5th region	Request a contribution when bus connection is lost after a flight is delayed.
26	new	IV 2.08 – Contribution to pay transportation of additional flights	We ask for a contribution for employees taking an additional flight.
27	mod	IV 3.05 – Definition of family members	Increase the age of dependant children to 28, based on Art. 236, 321, 323 and 332 of the Chilean Civil Code.
28	moved	Section 6: Recreational, cultural and social activities	Moved to 'Chapter V Social benefits - Section 7: Recreational, cultural and social activities'.
29	new	IV 6.01 – Support in medical emergency	The Organisation shall coordinate proper support to people leaving an observation site to stay in the nearest city in need for emergency medical treatment.
30	new	IV 6.02 – Transportation in case of emergency	The Organisation will provide air transportation for observation site and ground transportation for Vitacura offices on medical emergency, with medical doctor's care during the transport.
31	mod	V 1.01 – Medical examination	Modified date according to the period of this Contract. Added two exams. Removed the paragraph in which the the Organisation pay the part that was not paid by employee health insurance, with a payment by Organisation.
32	new	V 1.0x – Additional medical exams for APEX staff	We ask that APEX staff will be subject to 'big effort test' additionally to those specified in 'V 1.01 – Medical examination'.
33	mod	V 3.01 – Financial support in case of death	In the event of the death of a Local Staff Member, we ask that the Organisation keep the benefits of Welfare Fund and and scholarship to her/his family. Increase of the amount of financial support.

34	mod	V 5.01 – Entitlement	We ask for an increase age limit from 25 to 28.
35	mod	V 5.02 – Reimbursement and ceilings	We ask to set the ceiling for pre-school equal to school and university studies. We ask for an increase of percentage of reimbursement to an 85% and its ceiling to CLP 7.500.000. We ask to include studies abroad.
36	mod	V 5.03 – Requests for reimbursement	We ask for an increase of the number of reimbursement requests from three (3) to six (6) per year.
37	moved	Chapter V - Section 7: Recreational, cultural and social activities	Moved from 'Section 6: Recreational, cultural and social activities'.
38	mod	V 7.02 – Christmas gifts bonus	Updated bonus according to CPI.
39	moved	φ 1.01 – Support to the Union Directors	We ask that the work allocation for each Union Director will be limited to 0.8 FTE per year.
40	new	φ 1.02 – Union Directors exempted from job performance evaluation	We ask that Union Directors are exempted from job performance evaluation. We ask they have granted one (1) step every year.
41	new	φ 1.02 – Time for assemblies	We ask for time for assemblies.
42	moved	φ 1.04 – Support to the Bargaining Commission	Moved from <i>Chapter VI: Transitory Conditions 1.08 – Support to the Union Directors</i>
43	replaced	VI 1.01 – Transportation applicable for Local Staff Member living in the Region del Bio Bio and beyond "South"	This article was replaced by article <i>IV 2.06 – Transportation for Local Staff Member living in or at the south of Region del Bio Bio.</i>
44	deleted	VI 1.02 – Air transport from La Serena to Antofagasta	This article delayed the application of a specific condition. It was applied as indicated in January 2015. Not necessary now.
45	deleted	VI 1.03 – Flexible working time	That announced flexibility is already applied in Vitacura and is included in this draft in 'Appendix C: Flexible Working Hours'.
46	mod	VI 1.04 – TIO in APEX	The monthly allowance increment by

			5% for TIO in APEX will be maintained until the remote operation is implemented.
47	mod	VI 1.06 – Night TIO at Paranal	An additional step for TIO in Paranal working 100% night time.
48	moved	VI 1.08 – Support to the Union Directors	This article was moved out the <i>Chapter VI: Transitory Conditions</i> into a new section on Union matters.
49	mod	VI 1.09 – Additional payment concerning the special indemnity	We ask that the special indemnity Article II 3.04 will be incremented as follows: 18% in 2016, 18% in 2017. and a lump sum of CLP 1,000,000 will be additionally paid in 2016.
50	replaced	VI 1.10 – Emergency Transport	This article was replaced by 'IV 6.02 – Transportation in case of emergency'.
51	new	VI 1.12 – Working beyond 65 years old	We ask that upon request by an employee, he/she could extend his/her working time up to 70 years old.
52	new	VI 1.13 – Flexibility time leaving an observation site	We request advanced up to 40 minutes the departure from an observation site if there is the opportunity to take an earlier flight.
53	new	Appendixes A to E	Some circular and memoranda were transformed into appendixes because they modify the working conditions, at the same level of the Collective Contract. Accordingly, they should be part of the Collective Contract.

Chapter I: Languages, parties, definitions and validity

I 1.01 – Languages

The Collective Contract is drawn up in a single original in the Spanish and English language, both texts being equally authentic. In case of differences among the texts the Spanish version will prevail as established in the Regulations for Local Staff in Chile (RPL).

I 1.02 – Validity [mod]

The present Collective Contract shall be effective **1 December 2016** until **30 November 2018** and replaces the pertinent rules, stipulations and administrative circulars previously in force.

Chapter II: Remuneration and financial benefits

Section 1: Basic salaries

II 1.01 – Table of basic salaries [mod]

Local Staff Members shall receive a monthly basic salary in Chilean Pesos according to the Grades and Steps indicated in the table of Basic Salaries:

< Updated table of salaries >

II 1.02 – Real increase [mod]

On **1 January 2017** an increase of **6%** shall be applied linear to the table of Basic Salaries.

II 1.03 – Adjustment of basic salaries by the CPI

To compensate for variations in the cost of living, the Organisation shall adjust the table of the basic salaries (Article II 1.01) with effect from the month following the one in which the accumulated percentage variation of the official Consumer Price Index (CPI) published by Statistics National Institute (INE) is equal or exceeds by 1,5% the last modification.

On 1 January of each year the salary table shall be adjusted according to the accumulated percentage variation of the CPI from the month of the last adjustment of the CPI until 31 December of the preceding year. No adjustment of the table of the basic salaries and no carry-over of the index shall be applied if the accumulated index is negative.

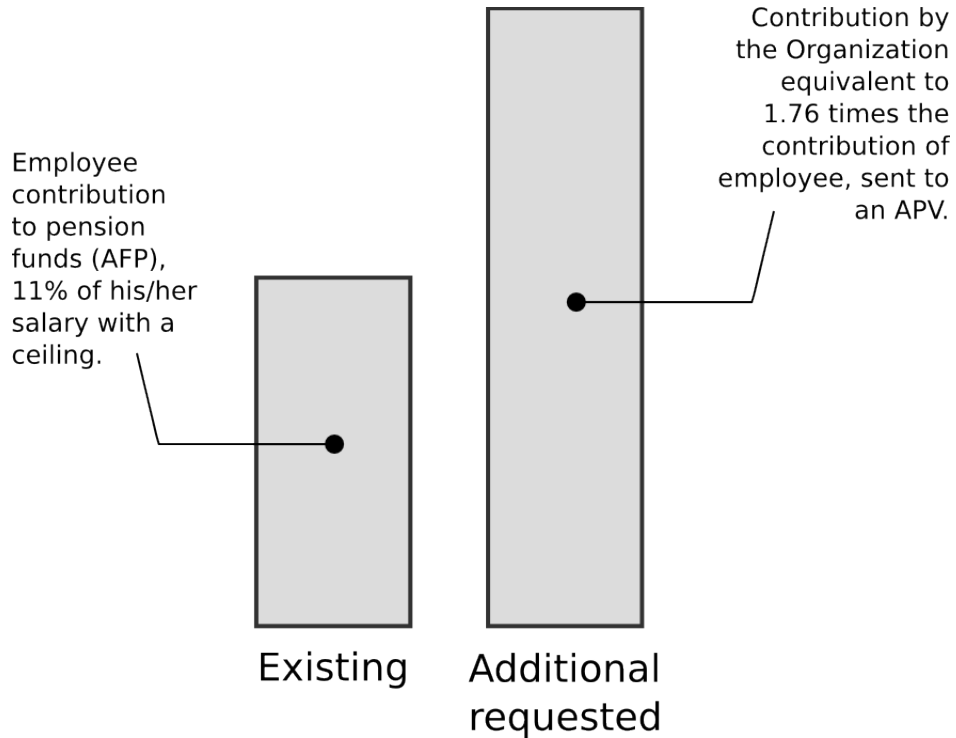
II 1.04 – Payment of monthly salaries

The payment of the monthly remuneration shall take place on the day 25 of each month or on the previous working day if the above defined day is a Saturday, Sunday or an official holiday. In December of each year the payment of the monthly remuneration shall take place on the day 20 or the previous working day.

II 1.05 – Complementary Contribution to Pension Funds [new]

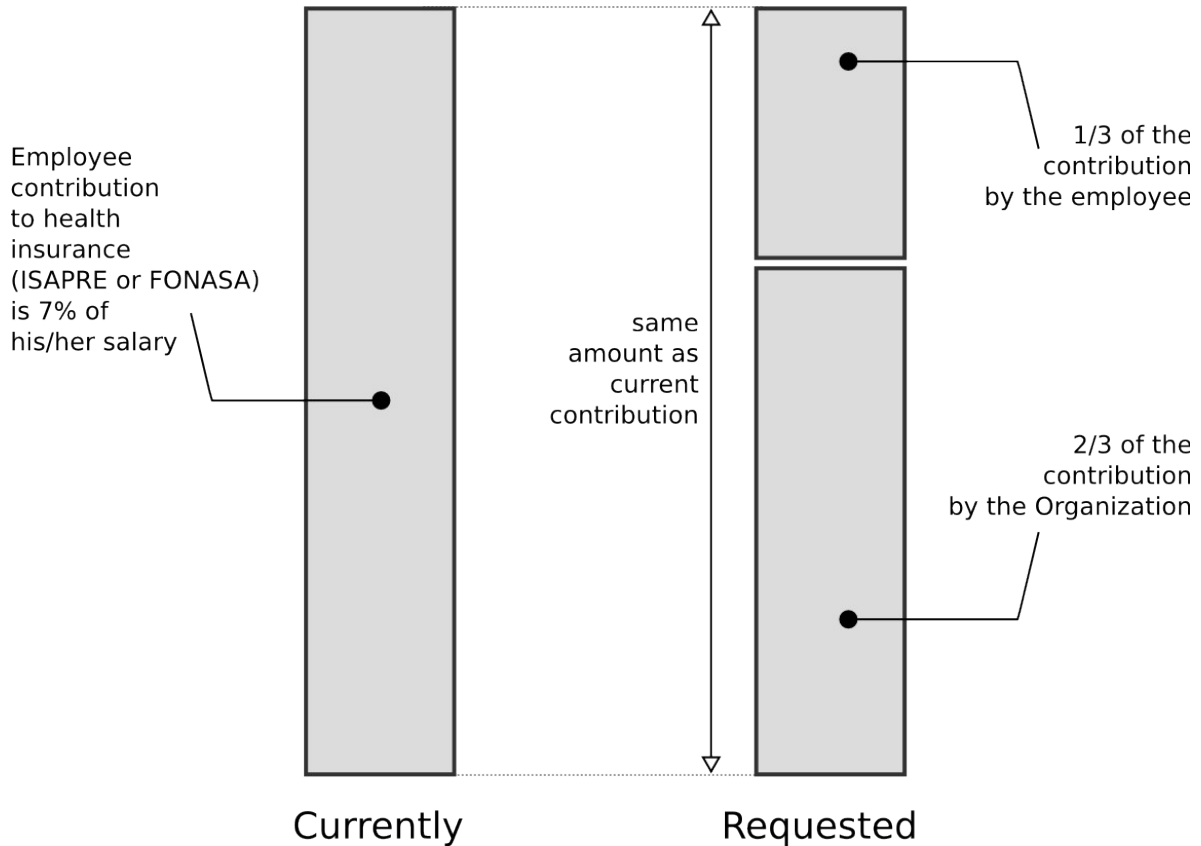
The Organisation will pay a monthly complementary contribution to the pension funds equivalent to 1.76 of the current employee contribution to his/her AFP.

This additional contribution should be sent to the APV (Ahorro Previsional Voluntario) account of each LSM via *Depósito Convenido*.



II 1.06 – Contribution to Health Insurance [new]

The Organisation will pay the 66% and the employee will pay 34% of the Health Insurance contribution (ISAPRE or FONASA), which both together are equivalent to a 7% of employee's salary.



Section 2: Working time, overtime, work on Sundays and official holidays

II 2.01 – Working timetable

Following Article RPL – III 1.01, the Basic working week comprises 40 hours. If required by the nature of duties, Local Staff Members may have to work under one of the following schemes or a combination thereof:

Working Week 5/2:

The working week runs from Monday to Friday inclusive.

8 Days' Working Period (8/6 turno):

The working period comprises 8 consecutive days of work, including Sundays, and 6 days of rest.

Biweekly Night Shift:

The working period comprises 7 consecutive nights, including Sundays, and 7 nights off.

Flexible Weekly Shift 5/2:

The basic regular working time of 160 hours per 4 weeks’ accounting period shall include any hours worked per request of the Director or a person holding the delegated authority. In order to take account of days off, the basic working week shall run from Monday to Friday inclusive, and comprise on average 40 hours per week, eight hours per working day. In case of a positive working time balance, the staff member has the possibility of compensating up to a maximum of four working days (Monday to Friday, 8 hours per day) per four weeks’ period. If for organisational needs, hours above the 160 hours in the relevant four weeks’ period cannot be compensated, accrued time may be carried over to the next four weeks’ period and has to be compensated with high priority. A further transfer is not possible.

The above mentioned shifts or a combination of them (e.g. for TIO) shall be set out in the individual contract of each Local Staff Member.

Following Article RPL – III 1.02, due to operational requirements and after consultation of the Local Staff Member concerned a modification in the timetable may be made provided that:

- the number of working hours per day does not exceed 11 hours,
- there are 10 consecutive rest hours after the end of the regular workday and the beginning of the next one.

II 2.02 – Flexible working time and overtime

Overtime shall include any hours worked as requested in advance and approved by the Director or a person holding the delegated authority over and above 160 hours per 4 weeks. Overtime work shall be limited to a maximum of two hours per working day. It shall be performed either within five hours after the end or two hours before the start of the regular working time.

Overtime shall be calculated to the nearest half-hour; half-hours which are not completed shall not be counted.

Compensation for overtime and supplements for official holidays or Sunday shall be applied as follows:

	Overtime	Sunday or Official Holiday
GRADES	Hours performed after the regular working time	Overtime hours performed on a Sunday or Official Holiday (from 00:00 to 24:00 hrs)
A1 to B3	150%	75%

II 2.03 – Compensation of overtime

Overtime shall be paid or compensated, at the Local Staff request. Claims related to the payment/compensation of overtime cannot be presented after six months from the date in which such overtime was done.

Within a period of three months the Local Staff Member may choose between compensatory leave or payment of overtime. After the expiration of the three months' period, and if the compensatory time has not been taken, the remaining part shall be paid with the next payroll run.

II 2.04 – Work in case of emergency [mod]

In an emergency (RPL-III 1.01) the working hours may be extended. Emergency work shall include any hours worked as requested by the Director or a person holding the delegated authority. Emergency work performed outside of the regular working hours shall be compensated as follows:

Work performed between the end of the regular daily working time until 24:00 hrs and work performed two hours before the start of regular daily working time shall be compensated as overtime (Article II 2.02).

Work performed between 0:00 and two hours before the start of the regular daily working time shall be paid at 200% of the basic hourly rate (Article II 2.08). **If the work performed exceeds two hours,** An additional compensation at the rate of 1:1 of the working hours actual performed shall apply, either in form of a delayed start or in an earlier end of the daily regular working time on the same day. In case the compensation cannot be taken due to nature of the emergency or because of the end of the working shift the working hours performed shall be paid or compensated in leave at 100%.

Emergency work shall be calculated to the nearest half-hour; half-hours which are not completed shall not be counted.

II 2.05 – Sunday work

Time worked on request of the Director or a person holding the delegated authority between 00:00 [hrs] and 24:00 [hrs] on a Sunday outside the regular working schedule shall be deemed to be Sunday work.

Sunday work shall be paid at 175% of the basic hourly rate (Article II 2.08) for members of the personnel in Grades A to C inclusive. It shall not be cumulative with compensation for night work and work in case of emergency (Article II 2.04).

II 2.06 – Official holiday work

Time worked on request of the Director or a person holding the delegated authority between 00:00 [hrs] and 24:00 [hrs] on an official holiday, shall be deemed to be official holiday work.

Official holiday work shall be paid at 175% of the basic hourly rate (Article II 2.08) for members of the personnel in Grades A to C inclusive. It shall not be cumulative with compensation for night work, Sunday work, and work in case of emergency (Article II 2.04).

II 2.07 – Night work

Time worked between 20:00 hrs and 07:00 hrs of the following day shall be considered night work for Local Staff Members working on 5/2 and 8/6 turnos.

Night work shall be paid at 10% of the basic hourly rate (Article II 2.08) for members of the personnel in Grades A and B. This compensation shall be paid proportionally to the number of nights only if more than 33% of the regular working timetable of the staff member is executed as night work.

II 2.0x – Equivalence of days spent on trainings [new]

One day spent in training not in the working place will be equivalent to the working hours of one day of employee's working place.

II 2.0x – Compensation for time travelling [new]

In the event a Local Staff Member perform a duty travel or training outside Chile, spent by the Organisation, the compensation of time travelling shall be done at a rate of 1:1.

II 2.08 – Basic hourly rate

Basic hourly rate shall be equal to $1/173^*$ of the monthly basic salary (Article II 1.01).

* (52 weeks x 40 hours/12 months)

II 2.09 – Compensation for official holidays during rest periods

If the rest period of a biweekly night shift or 8/6 turno includes an official holiday this day shall be paid by 40/7 hours (biweekly night shift 7/7) or 32/6 hours (8/6 turno) with the remuneration of the following month.

II 2.10 – Stand-by duty

Stand-by duty shall be any service organised by the Director or a person holding the delegated authority in which one (or more) person(s) is(are) available in shifts, to exceptionally work outside his basic working hours, being inside or outside the duty station. The Local Staff Member concerned should be informed in writing in due time and equipped correspondingly (e.g. beeper or radio).

The work effectively performed, after receiving a stand-by duty call, shall be considered as overtime and payment shall apply according to Article II 2.02.

The minimum overtime to be considered once the stand-by duty call is received shall be half ($\frac{1}{2}$) an hour.

When the stand-by duty is required to be performed outside the duty station, the Organisation will provide the adequate transportation and communication means.

Transportation time shall be considered as time effectively worked.

II 2.11 – Compensation for stand-by duty outside an Observatory

For each stand-by duty hour between 00:00 [hrs] on Mondays to 24:00 [hrs] on Saturdays the Local Staff Member shall receive an hourly compensation equivalent to 12.5% of the basic hourly rate.

For each stand-by duty hour on Sundays or any official holiday between 00:00 [hrs] and 24:00 [hrs] the Local Staff Member shall receive an hourly compensation equivalent to 20.0% of the basic hourly rate.

II 2.12 – Compensation for stand-by duty performed at an Observatory

When the stand-by duty call is carried out at an Observation Centre outside the Local Staff Member's regular working timetable, on any day or time, the compensation shall be 6.25% of the basic hourly rate.

II 2.13 – Compensation for temporary functions [mod]

Local Staff Members performing the functions as defined in 'Appendix E: Temporary Functions' within their work shift shall be paid a compensation for extra workload for each **time** such function is performed. Previous Articles II 2.10 – II 2.12 as above shall not be applicable.

VLTI Manager, Telescope Coordinator (TCO) and Chief Operations Engineer (COE)	CLP 40.214
Telescope Startup (TST), Instrument Startup (IST) and Operational Software Support (OSS).	CLP 20.107

The compensation shall be adjusted according to the CPI variation (Article II 1.02).

II 2.14 – Allowance for fire fighters and rescue group [mod]

Local Staff Members nominated by the Director or a person holding the delegated authority and performing the functions of fire fighters at an Observatory within their work shift shall be paid an annual CLP **292.057** actual amount compensation for the responsibility and additional time spent to train and update specific qualifications and physical fitness. The payment shall be made in December of each year *prorrata* according to the months of service performed during the calendar year.

The compensation shall be adjusted according to the CPI variation (Article II 1.03).

The fire fighters are covered by an additional accident **or** death insurance policy for UF 1000.

II 2.15 – Emergency coordinator allowance

A Local Staff Member nominated by the Director or a person holding the delegated authority who acts as emergency coordinator in the absence of the Safety Engineer of the respective Observatory during weekends or leave shall be compensated in accordance with Articles II 2.10 and 2.12 (Stand-by duty).

The compensation shall be based on full 24 hours per working day. The work effectively performed outside the basic working hours, after receiving a stand-by duty call, shall be considered as overtime. Compensation and payment shall apply according to Article II 2.02.

II 2.16 – Official holidays

The following days are defined as official holidays:

- 1st January, New Year's
- Good Friday and Easter Saturday
- 1st May, Labour Day
- 21st May, the Battle of Iquique
- 16th July Day of the Virgin of Carmen
- Saint Peter and Saint Paul's Day
- 15th August, the Day of Ascension of the Virgin Mary
- 18th and 19th September, National Independence Days
- Columbus Day*
- 31st October, National day of Evangelical and Protestant Churches
- 1st November, All Saints' Day
- 8th December, the Day of the Immaculate Conception
- 25th December, Christmas Day
- 26th December.

If 24 December and 31 December fall on a working day, staff at Vitacura shall be allowed to leave the office at 13:00 hrs.

* in case the Chilean Government decides to interchange the Columbus Day with the National day of Evangelical and Protestant Churches the Columbus Day will be abolished with immediate effect.

II 2.17 – Extra vacation day for transition between day and night **[new]**

Because of the overhead that TIOs experience switching from day to night work, and back to day on resting period, an extra vacation day will be given according to the type of night work regime,

Full time night work.	1 day every 4 months
Rotative: early morning, afternoon, night.	1 day every 6 months
Shift by middle, day and night.	1 day every 8 months

Section 3: Compensation in case of early termination of a contract

II 3.01 – Termination of a contract [mod]

If a contract terminates due to reasons given in RPL – II 5.01 No. 2 to 6:

- Resignation of the Local Staff Member who shall inform the Director General in writing, indicating the last day of work taking into account a notice period of at least thirty days;
- Death of the Local Staff Member;
- Expiry of a fixed-term contract;
- Termination of the work or service which gave origin to the contract;
- Fortuitous cases or force majeure.

For the first two years of service the Organisation shall pay the Local Staff Member a compensation of half (1/2) monthly basic salary per completed year. **This should be paid as soon as the End of Contract letter is received.**

For service longer than two years one (1) monthly basic salary accrued for every year of service, and a fraction for service above six (6) months continuously rendered to the Organisation, with a maximum of **25** months. **This should be paid as soon as the End of Contract letter is received.**

In case of resignation of a Local Staff Member after 15 years of service or after he/she has reached the age of 60 years, the Organisation shall pay the staff member a compensation equivalent to one monthly salary accrued for every year of service and fraction over six months continuously rendered to the Organisation, with a maximum of **25** months.

II 3.02 – Probation period

Thirty days of notice for resignation and dismissal shall apply to the probation period. In case of dismissal the Organisation shall pay the staff member a compensation equivalent to 25% of the monthly basic salary.

II 3.03 – Advance payments on termination indemnity [mod]

A Local Staff Member holding an indefinite contract with the Organisation may be granted an advance payment of up to 50% of his accrued indemnities according to RPL – II 5.07 based on his years of service. Such an advance payment may be requested only for the following reasons:

1. A catastrophic disease of a member of the family of a Local Staff Member as defined in RPL – IV 1.05.
2. The purchase or enlargement or a major repair of a home (where the

Local Staff Member lives), which will be evidenced by the submission of a quotation describing the works to be performed and the value of the house.

3. Payment or pre-payment of a mortgage loan of a home upon submission of the relevant certificate of a financial institution.

In all cases a corresponding proof has to be given.

The advance shall be expressed in Unidad de Fomento (UF) valid on the date it is actually paid to the Local Staff Members. The advance shall be deducted from the indemnity payment at the end of the contract on the basis of the validity of the UF on the date the termination indemnity is actually paid. **For those advances done before 2006 the calculation should be done also in UF.**

In case of dismissal without indemnities RPL – II 5.02 the Organisation is entitled to deduct all outstanding payments immediately and the Local Staff Member is obliged to reimburse the remaining amount before the end of his contract, unless the dismissal has been declared unfair.

II 3.04 – Special indemnity

A Local Staff Member shall be entitled to a special indemnity for each year of service to the Organisation. The special indemnity is a percentage of one basic salary for each full year of service.

This indemnity is intended to compensate for any additional indemnities the Staff Member may request at the end of his duties, and will be paid in addition to the indemnities foreseen in this Collective Contract and Regulations – Local Staff Members in Chile.

The yearly entitlement of the special indemnity shall be compensated in advance within the respective year. Due to this yearly advanced payment accumulation of years is excluded and the special indemnity is not subject of any re-calculation at the end of the contract.

The special indemnity per full year of service for Local Staff Members shall be 55% of one monthly basic salary.

The indemnity will be paid with the salary for the month of December of each year:

- based on the basic salary table applicable in December of each year.
- The payment will be made *prorrata* according to the full months of service between 1st January and 31st December of each year and will also take into account the number of months of service in the above mentioned scale. If the

contract stipulates a working week less than 40 hours the indemnity shall be reduced accordingly.

II 3.05 – Special indemnity in case of resignation and dismissal

The indemnity shall not be paid if a Local Staff Member resigns before 1st December of the respective year nor in cases covered by Article RPL II – 5.02 of the Regulations – Local Staff Members, dismissal without indemnity, unless it has been declared unfair.

II 3.06 – Salary advances [mod][review]

In exceptional duly justified circumstances, the Local Staff Member may receive an advance not exceeding two monthly basic salaries, reimbursable in maximum 12 monthly instalments. In case of an advance due to medical reasons the reimbursement may be extended up to 24 monthly instalments.

The Local Staff Members may receive an advance for the purchase, repair, enlargement or renovation of home (where the Local Staff Member lives). The advance shall not exceed CLP **5.500.000** and shall be reimbursable in up to 18 instalments. A corresponding proof of the requested amount has to be provided.

All instalments shall be adjusted in the same manner as the table of the Basic Salaries.

It shall be assured that the total amount of instalments to reimburse advances shall in total not exceed 25% of the monthly remuneration.

II 3.07 – Prior notice [new]

When the contract is terminated for one of the reasons specified in Art. RPL – II 5.03 or Art. RPL – II 5.01 4, 5, or 6, the Local Staff Member shall be notified in writing at least ninety (90) days in advance. The reasons for termination and the date of termination of contract shall be specified.

This notice period can not be replaced by a payment of a substitution indemnity.

This article adds sixty days to what is defined in article RPL II 5.04.

Section 4: Recognition of commitment.

II 4.01 – Recognition per years working at ESO [new]

Local Staff Member will receive one (1) additional vacation day and one (1) additional step every five (5) years working continuously at ESO.

Chapter III: Leave

Section 1: Annual leave

III 1.01 – Annual leave period

A Local Staff Member shall be entitled during any leave year to annual leave of two and a half working days per month of service. One day of annual leave corresponds to eight working hours (e.g. a regular working day of 10 hours corresponds therefore to 1,25 leave days.).

A Local Staff Member, who currently has the right given by the system of progressive annual leave to more than thirty days leave, will have this number of leave days frozen.

Annual leave shall not accrue during periods of leave without pay.

III 1.02 – Annual leave during the first and last month of employment

The annual leave entitlement for the first and last month of service shall be proportional to the number of days of service accomplished during the months concerned, rounded to the nearest half day.

III 1.03 – Vacation bonus [mod]

Local Staff Members shall receive an annual vacation bonus. The vacation bonus shall be paid with the payroll run either in February or September of each year. Local Staff Member requesting payment in September shall inform Human Resources before 31 January of each year. If the contract stipulates a working week of less than 40 hours the allowance shall be reduced accordingly.

The vacation bonus shall be adjusted according to the CPI variation (Article I 1.02).

The bonus will be distributed as follows:

Single and married Local Staff Member, including recognized partner.	CLP 890.652
Local Staff Member with one dependent child.	CLP 975.476
Local Staff Member with two or more dependants children.	CLP 1.060.300

In the event that the Local Staff Member leaves the Organisation for any reason during the respective leave year, the respective proportion of the advance paid shall be deducted from termination indemnities.

'Recognized partner' and 'dependent children' according to Advisory Committee explained in 'Appendix A: Recognition of the Dependence of Partners and Children of Partners'.

III 1.04 – Carry-over of annual leave [mod]

A Local Staff Member shall not carry over more than **thirty (30)** days of leave to the following leave year.

Section 2: Special leave

III 2.01 – Special leave in the event of serious illness

Special leave with pay (one working day of special leave corresponds to eight working hours) may be granted to a Local Staff Member in the following events:

1. Up to four (4) working days per leave year in the event of serious illness of :- dependent child(ren), spouse, parents and siblings when the need of the presence of the Local Staff is substantiated by a medical recommendation.
2. A single Local Staff Member (including de facto separated) bringing up his/her child(ren) on his/her own shall be granted in addition three (3) working days in case of a serious illness of his/her child(ren) substantiated by a medical recommendation.

III 2.02 – Special leave due to family

Local Staff Members shall be granted special leave with pay for the following family events:

Marriage of the Local Staff Member	5 working days
Birth/adoption of a child of a Local Staff Member	10 working days
Death of spouse or child	7 working days
Death of parents or siblings or a miscarriage	3 working days

Each working day is equivalent to 8 hours.

The above leave shall be taken as a single period within 30 calendar days before or after the event and have to be duly justified.

A male Local Staff Member may use the leave or remaining leave as established in

RPL – II 3.13 and 3.15 should the mother of the child of the Local Staff Member die during birth or during the subsequent maternity leave, for the purpose of caring for his child. He shall have the right to the protection stipulated in RPL – II 3.13.

III 2.03 – Special leave for a female Local Staff Member [mod]

Following RPL – II 3.17 a female Local Staff Member assigned to an Observatory shall have the possibility to take within each actually worked 8/6 turno or biweekly shift 8 hours or within a 5/2 working schedule 5 hours special paid leave in order to take care of her child(ren). This entitlement ceases when the child(ren) reach(es) the age of two years. In case of a positive working time balance, the female Local Staff Member has the possibility to compensate up to one turno (5/2 or 8/6).

Alternatively, the female Local Staff Member can choose to compensate a total entitlement of four (4) months leave with 75% of pay (monthly salary) within this period of two (2) years. This leave has to be taken immediately after maternity/parental leave. **This is applicable also for female local staff working in Vitacura.**

The local staff member father of the child may exercise this benefit if the mother has died.

Other specific cases will be submitted to the Advisory Committee on the Recognition of the Dependency of Partners and/or Children of Partners of Local Staff Members.

III 2.04 – Pregnancy

During pregnancy a female Local Staff Member, usually performing tasks which are considered as harmful for her health, shall be temporarily assigned to tasks compatible with her condition without the reduction of her remuneration. The following tasks are considered as harmful for the health during pregnancy, which:

- a) force to lift, drag or push heavy weights;
- b) require a physical effort, including the fact to remain standing long time;
- c) are performed at night;
- d) are performed on overtime or
- e) tasks which are declared as harmful to the health by the medical advisor of the Local Staff Member in agreement with ESO's medical advisor. In any case, ESO may request an evaluation of the working conditions by ESO's medical advisor. The cost shall be borne by ESO.

III 2.05 – Maternity leave and Parental leave

1. Female Local Staff Members shall be entitled to parental leave of 12 full time weeks after the maternity leave during which they will receive a subsidy (incl. social security contributions) by the Chilean Government and ESO will bear no cost.

Female Local Staff Members assigned to the Vitacura office in Santiago and considering the operational requirements may choose to take the 12 full time leave weeks mentioned above or 18 weeks of part time leave after the maternity leave during which they will receive 50% of the subsidy by the Chilean Government and 50% of the remuneration stipulated in the employment contract with ESO.

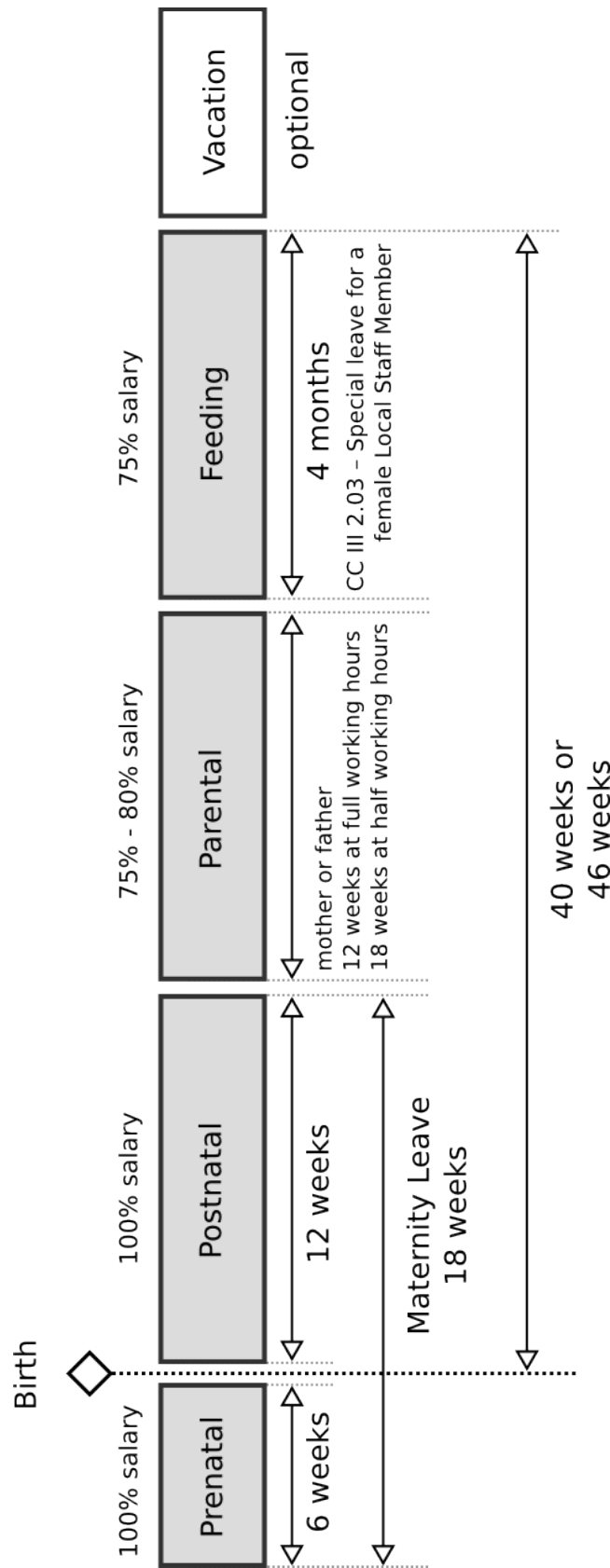
2. Female Local Staff Members adopting a child aged less than 6 months shall be entitled to maternity leave of 12 weeks and parental leave of 12 full time leave weeks and female Local Staff Members adopting a child aged over 6 months and under 18 years of age shall be entitled to parental leave of 12 full time leave weeks during which they receive a subsidy by the Chilean Government and ESO will bear no cost.

Female Local Staff Members adopting a child under 18 years of age and assigned to the Vitacura office in Santiago and considering the operational requirements may choose between the 12 weeks mention above or 18 weeks of part time leave of parental leave during which they will receive 50% of the subsidy by the Chilean Government and 50% of the remuneration stipulated in the employment contract with ESO.

3. If the female Local Staff Member wishes to pass part of the benefit to the natural father, and if she has opted to take 12 weeks of full-time leave, she can pass up to 6 weeks of leave to the natural father, or, if she has opted to take 18 weeks of part-time leave, the natural father can receive up to 12 weeks of leave, also on a part-time basis. In both cases the amount of the subsidy is based and has to be calculated from the natural father's salary.
4. If the natural father is a Local Staff Member of ESO the options as outlined in N° 1 will be applied. The natural father has the right to protection from dismissal for a period equivalent to twice the duration of his parental leave taken, starting from the 10 days before use thereof begins.
5. 30 days before the start of the parental leave, the female Local Staff Member shall notify Human Resources in writing of her decision that she will make use of her parental leave for 12 full weeks or 18 weeks of part time leave and if she wishes to pass part of the parental leave to the natural father.

Weeks must be understood as 7 consecutive days starting the day after the termination of maternity leave.

During the parental leave, the contribution to the Welfare Fund shall be paid in full, independently of the leave option chosen by the female Local Staff Member.



III 2.06 – Possible reassignment to Vitacura office

A female Local Staff Member with duty station at one of the Observatory sites may be granted a temporary reassignment to the Vitacura office after maternity leave/parental leave/adoption if the reassignment is compatible with the operational requirements and her assignment. It shall cease latest at the end of the month in which the child(ren) reach(es) the age of two (2) years.

III 2.0x – Possible reassignment to Vitacura office [new]

A Local Staff Member with duty station at one of the Observatory sites may be granted a temporary reassignment to the Vitacura office due to emergency reasons related with a member of her/his family, if the reassignment is compatible with the operational requirements and her/his assignment. It shall not be extended more than (2) years.

III 2.07 – Special leave after maternity leave/adoption

A Local Staff Member holding an indefinite contract may be granted unpaid leave in order to take care of her/his newborn/adopted child(ren) up to the age of two year. The unpaid leave shall be granted only after maternity leave, parental leave, and annual leave have been exhausted and if the requested leave is compatible with operational requirements. It shall be requested within 4 weeks after the birth of the child.

During the unpaid leave the Local Staff Member on his/her request shall receive an advanced payment representing up to 50% of the actual basic salary. After taking up duty again, the Local Staff Member shall reimburse in equal installments the amount received as advance over a period of twice the duration of the unpaid leave taken. In case of termination of the contract, the organisation is entitled to deduct outstanding payments and the Local Staff Member is obliged to reimburse the remaining amount before the end of contract.

During unpaid leave the employment contract duties and obligations are suspended.

III 2.08 – Part-time work

Considering the operational requirements a Local Staff Member may be granted part-time work (e.g. 50% or 75%). According to the contractually agreed part-time the salary, the bonuses, grants and indemnities shall be adjusted correspondingly.

III 2.09 – Judicial duties

A Local Staff Member required to discharge judicial duties may obtain special leave with or without pay. A corresponding proof has to be provided.

III 2.10 – Mandatory civic duties

The Organisation shall grant special leave with pay and shall provide the necessary transportation and logistics for Local Staff Members to carry out mandatory civic duties.

III 2.11 – Administrative purposes [mod]

Three (3) working days per leave year may be granted to a Local Staff Member ~~assigned to an Observation Centre~~ on a 5/2 shift for administrative purposes. The reason of the special leave has to be indicated on the leave request.

III 2.12 – Participation at ESO committees

If a Local Staff Member has been requested by the Organisation to participate at ESO committees or is elected by his/her peers to represent them in said committees and has been duly authorised by his/her Director or a person holding the delegated authority, the time worked outside the regular working schedule shall be credited at the rate of 1:1.

Chapter IV: Special conditions regarding to specific functions and duties

Section 1: Compensation for mountain work

IV 1.01 – Mountain allowance

A Local Staff Member with duty station at an Observatory shall receive a mountain allowance calculated according to his working schedule (Article II 2.01) as proportion of his monthly basic salary (Article II 1.01):

Bi-weekly shifts 8/6 and 7/7	14.5%
5/2 shifts	19.5%

or combinations of them.

IV 1.02 – Part-time assignment to Observatories

A Local Staff Member contractually assigned to and performing a minimum of two calendar days of his/her working time per month on an Observatory or on Observatories shall receive a mountain allowance of 1% of his basic salary (Article II 1.01) per calendar day, up to a maximum of 20% of the monthly basic salary.

IV 1.03 – Full-time assignment to Observatories

A Local Staff Member who is assigned full-time to an Observatory shall receive the full mountain allowance.

IV 1.04 – Duties on High altitude (Chajnantor)

A Local Staff Member with duty station at Sequitor/APEX shall receive due to duties on high altitude an allowance of 12% of his/her monthly basic salary. The allowance shall be paid each month with the monthly salary payment.

IV 1.05 – Part-time assignment of duties on high altitude (Chajnantor)

For the time actually worked on high altitude on Chajnantor per request of the Director or a person holding the delegated authority the Local Staff Member shall be paid at 12% of the basic hourly rate (Article II 2.08) per hour worked. Actually worked time includes the time of transport to and from Chajnantor to

Sequitur. This does not apply to Local Staff Members as defined in Article IV 1.04.

IV 1.06 – Suspension of the mountain allowance and the allowance for duties on high altitude

The payment of the mountain allowance shall be discontinued starting after 60 continued days of absence from the Observatory and until the Local Staff Member returns. For duties on high altitude the allowance shall be discontinued starting after 30 continued days of absence from the Observatory and until the Local Staff Member returns. This is applicable for absences justified by medical certificates and special leave.

It does not apply:

- if the absence justified by a medical certificate is caused by a work accident or occupational illness,
- during pregnancy and maternity leave,
- for trainings and missions abroad originally planned for less than three months.

IV 1.07 – Invitation of members of the family

A Local Staff Member may invite members of his/her family (spouse, partner, parents, dependent children), or a friend for up to two nights during Christmas or New Year, at an Observatory, provided the Local Staff Member has to stay on the mountain for duty reasons.

The costs of transportation (bus ticket) between the pick-up points to the respective Observatory Centre as well as lodging and meals shall be borne by the Organisation. In case of air travel and upon presentation of the corresponding receipts, the Organisation reimburses the travel expenses up to the value of the bus transfer (Premium/Salon Cama).

The Local Staff Member has to assure that the members of the family comply with the applicable rules and regulations, in particular concerning transportation and safety, during their stay on the mountain. For organisational and in particular safety reasons, the Organisation may cancel the authorisation at any time. The visit application should be submitted 14 days in advance to the Director of the Observatory.

Claims related to the reimbursement of the above cost cannot be presented after three months from the date on which the visit took place.

'Recognized partner' and 'dependent children' according to Advisory Committee explained in 'Appendix A: Recognition of the Dependence of Partners and Children of Partners'.

IV 1.08 – Working Clothes and Safety Elements [mod]

The Organisation will provide to the member of Local Staff assigned to an observation site, working clothes and safety elements to develop their tasks in proper conditions, as specified in 'Appendix D: Working Clothes'.

Section 2: Transportation **for Staff working at an Observatory**

IV 2.01 – Board and lodging at Observatories

Local Staff Members with duty station at an Observatory shall receive, while on duty, meals and lodging from the Organisation.

IV 2.02 – Transportation to Observatories (Commuting)

A Local Staff Member assigned to an Observatory whose contractual pick-up point is outside the Region in which the Observatory is located

1. shall be entitled to transportation by air travel between the pick-up point **Santiago Airport and La Serena or Antofagasta or Calama**

2. Local Staff Members whose contractual pickup point is La Serena shall be entitled to:

a. La Serena Calama

-Air transportation between the pick-up point **La Serena and Calama**

only if the flight itinerary is compatible with the ESO's official transport schedule and its arrival and departure time.

-Ground transportation between pick up point **La Serena and Calama** (premium/salon cama)

-Air transportation between the pick-up point **La Serena via Santiago to Calama**, as long as the flight itinerary be compatible with the ESO's official transport schedule and its arrival and departure time.

-Alternatively Local Staff Member may choose the option of ground transportation (premium /salon cama) from La Serena to Santiago airport (pick-up point) plus air travel between Santiago airport and Calama.

b. La Serena Antofagasta

-Air transportation between the pick-up point **La Serena and Antofagasta** only if the flight itinerary is compatible with the ESO's official transport schedule and its arrival and departure time.

-Air transportation if the Local Staff Member decides to travel the Monday before the turno starts. A special transport from Antofagasta to the Observatory will be provided by ESO which will normally leave between 17 and 18 hrs. If the flight itinerary is

cancelled or modified and does no longer match the special transport departure time, this option is no longer valid. Transport will be available for the return flight Antofagasta - La Serena using the special Tuesday early morning TIO transport.

-Ground transportation between pick up point La Serena and Antofagasta (premium/salon cama)

-Air transportation between the pick-up point **La Serena via Santiago to Antofagasta**, as long as the flight itinerary be compatible with the ESO's official transport schedule and its arrival and departure time.

- i. Alternatively, and in order to comply with such schedule, the travel between La Serena and Santiago could be done by air the previous day but in this case ESO will not cover the overnight.
 - ii. Alternatively Local Staff Member may choose the option of ground transportation (premium /salon cama) from La Serena to Santiago airport (pick-up point) plus air travel between Santiago and Antofagasta.
3. The Organisation shall provide ground transportation from the place of residence to the La Serena airport and return by taxi when traveling to Santiago or Antofagasta or Calama.
4. The ground transportation between La Serena, Antofagasta, Calama and Santiago as well as the taxi system has to be organised by the Local Staff Member concerned. The Organisation will reimburse the corresponding bus tickets/taxi receipts. The flights will be organized by ESO.

IV 2.03 – Ground transportation (Commuting) [mod]

The Organisation shall provide ground transportation for Local Staff Members residing within the Santiago area (defined in Attachment 1, **including also Colina, Puente Alto and San Bernardo**), from the place of residence¹ to the Santiago airport (pick-up point) and return by taxi when traveling to La Serena or Antofagasta or Calama.

The Organisation shall provide ground transportation between pick-up points La Serena/Coquimbo and La Silla Observatory, pick-up points Antofagasta and Paranal Observatory, and pick-up points Calama and APEX/Sequiton at the beginning and the end of regular work shifts for Local Staff Members residing in the Regions of the Observatories they are related to.

¹ Same application from central bus station Santiago

If a taxi is used for the above defined transportation it has to be shared by up to three Staff Members. The taxi shall go the most possible direct route.

Transportation at the end of regular work shifts shall not be scheduled later than two (2) hours after the end of the respective shift. The Organisation shall have due consideration of flight connections when deciding the departure time of vehicles from the Observatories.

IV 2.04 – Delayed transport

In the event of a delay in the transportation organised by the Organisation the lost working time due to such delay shall be considered as time effectively worked.

In the event of a delay in the transportation from the Observatory to the pick-up point of more than five hours the exceeding time shall be considered as working time and added to the compensatory leave account. The compensation has to take place within three months. A maximal compensation is limited to one working day. Compensation in money is not possible at all.

IV 2.05 – Lunch and Transport Allowance for duty stations: Santiago, La Serena or Antofagasta [mod]

Local Staff Members with duty station Santiago, La Serena, Antofagasta shall receive a lunch and transport allowance of CLP **212.060** per month. The allowance shall be adjusted according to the CPI variation (Article II 1.02).

Local Staff Members assigned for a minimum of 25% of their monthly working time to the duty stations Santiago, La Serena or Antofagasta shall receive the equivalent proportion of the allowance.

The payment of the allowance shall be discontinued after 30 continued days of absence from the duty station and until the Local Staff Member returns. This is applicable for absences justified by a medical certificate and special leave.

It does not apply:

- if the absence justified by a medical certificate is caused by a work accident or occupational illness,
- during pregnancy, maternity leave,
- for trainings and missions abroad originally planned for less than three months.

IV 2.06 – Transportation for Local Staff Member living in or at the south of Region del Bio Bio [new]

A Local Staff Member living in the south of Chile shall be entitled to transportation by air travel between Santiago Airport to Antofagasta, arriving to the observatory the afternoon of the day before to his shift starts.

The Organisation shall provide ground transportation from the Antofagasta airport to Paranal the same afternoon.

The Organisation shall provide the room to sleep that night.

If the employee works during the day, at the end of his/her shift he/she will leave the Observatory at 11 AM.

The Organisation shall provide the transportation between Paranal Observatory and Antofagasta Airport.

The Organisation shall provide the transportation by air travel between Antofagasta and Santiago the same morning he/she went down from the Observatory.

IV 2.07 – Contribution to pay the taxi for people living in 5th region [new]

A Local Staff Member living in the 5th region shall receive from the Organisation a contribution of 100% of the cost of a taxi from the Airport to his residence each time that the flight is delayed and landed in Santiago after 22:00 [hrs].

IV 2.08 – Contribution to pay transportation of additional flights [new]

When a Local Staff Member working on a observation site takes an additional flight to go to his/her working place or going home, the Organisation will pay 25% of the cost of those additional flights upon presentation of the bills.

IV 2.09 – Transportation after a modification of schedule [new]

After a modification of schedule of an employee, no matter if this was upon a operational or private request, the Organisation will provide transportation on usual time according to his/her working conditions.

Section 3: Removal expenses, installation grant

IV 3.01 – Removal expenses

Local Staff Members not residing in the Region of their work sites shall be granted a removal allowance in accordance with RPL – IV 1.09 or in case of a contractual change of his pick-up point shall be reimbursed per family a single removal of furniture and personal effects from a single place to another single place, within the following limits:

Head of family (RPL – IV 1.04)	40m ³
Single	25m ³

The above ceilings shall be increased by 2m³ for each dependent child.

The Local Staff Member shall submit three removal estimates. The reimbursement of expenses shall not exceed the amount approved by the Organisation, less any other assistance with removal expenses.

The Organisation shall insure the furniture and personal effects of the Local Staff Member or shall reimburse the costs for the necessary insurance but shall accept no other liability.

Removal expenses shall be paid to Local Staff Members whose contracts are not extended or are terminated by the Organisation for reasons other than disciplinary. The reimbursement shall not exceed the expenses of the removal to the former place of residence.

IV 3.02 – Installation grant

After the successful completion of the probation period (RPL – II 1.15) or on transfer to another duty station, a Local Staff Member who is entitled to the reimbursement of removal expenses shall receive an installation grant. In case a Local Staff Member does not do a removal he/she shall declare it in writing and receive the corresponding installation grant. Only one such grant shall be payable per family.

A Local Staff Member who resigns during his first year shall repay this grant. The same applies to a Local Staff Member in case no removal was done within the period mentioned below.

IV 3.03 – Ceilings of the installation grant

Decisive is the family situation on taking up duty or being transferred. Only those members of the family who take up residence with the Local Staff Member within 18 months of the commencement of his duties shall be taken into account:

		Number of monthly basic salaries
Non-Head of Family		1
Head of Family	without dependent children	2
	with one dependent child	2,5
	with two or more dependent children	3

IV 3.04 – Installation grant - taking up duty

Half of the installation grant shall be paid when the Local Staff Member takes up duty or is transferred. The remainder shall be paid at the time of the removal, but not later than 18 months after having taken up duty or being transferred.

IV 3.05 – Definition of family members [mod]

Following the definition of RPL – IV 1.05 the members of the family are the spouse, the dependent children up to the age of 28 years and dependent children, who are permanently unable to support themselves for reasons of health, without age limit.

IV 3.06 – Re-installation grant

Upon departure a Local Staff Member shall be entitled to a re-installation grant at the same amount as indicated in Article IV 3.03, provided that:

1. a removal was carried out at the time of taking up duty with the Organisation , in accordance with Article IV 3.01 or in case a Local Staff Member did not make use of the removal entitlement he/she has declared it in writing and receive the corresponding re-installation grant,
2. the Local Staff Member has not been dismissed for one of the reasons set out in RPL – II 5.02, provided the dismissal has not been declared unfair,
3. the Local Staff Member has not resigned, and

4. the Local Staff Member returns
 - to the former place of residence before taking up duty with the Organisation, or
 - to a place not less than 50 km (measured in a straight line) from the place of residence at the time of departure from the Organisation.

IV 3.07 – Reimbursement of expenses on duty travel within Chile

In the event a Local Staff Member needs to perform a duty travel within Chile the necessary expenses for meals, lodging and transport shall be reimbursed by the Organisation upon presentation of the receipts. All further expenses are covered by a subsistence rate of 10% for Chile elsewhere (table of subsistence allowance currently applicable for ESO) for each full period of 24 hours. The subsistence allowance shall be paid only if the place of duty is more than 100 km away from both the place of residence and the duty station. It does not apply to travels to and from the Observatories from whatever place.

IV 3.08 – Duty travel abroad

In the event a Local Staff Member has to perform a duty travel outside Chile a daily subsistence allowance shall be paid in line with the applicable Regulations by the Organisation.

On request of a Local Staff Member a travel advance shall be granted up to 90% of the expected subsistence allowance.

The Organisation provides travel insurance for a Local Staff Member travelling abroad for duty reasons. The detailed coverage is defined in Attachment 2 of the present Collective Contract. This does not apply to a Local Staff Member on mission in case he is already covered by ESO's health insurance "Vanbreda".

Section 4: Zone allowance for the II Region

IV 4.01 – Zone allowance for the II Region

Local Staff Members whose duty station are Paranal or Antofagasta and with contractual and actual residence in the II Region of Chile shall receive a monthly zone allowance of 22% of the monthly basic salary. A corresponding proof of taking up residence in the II Region has to be given to the Organisation. If two spouses are both members of the personnel, they shall receive one zone allowance only to be paid to the one receiving the higher basic salary.

Section 5: Telescope and Instrument Operators (TIO)

IV 5.01 – Working schedule

The Telescope and Instrument Operators may work on Biweekly Shifts (8/6) or Biweekly Night Shifts (7/7).

When working on Biweekly Night Shifts, the daily working timetable shall be from sunset to sunrise.

During the regular working hours in Biweekly Night Shifts, the Local Staff Member shall dispose, subject to the Observatory's programme requirements, of 60 minutes of time during which he may leave his workplace. This break will be taken preferably between 00:00 hrs and 02:00 hrs.

IV 5.02 – TIO allowance

A Telescope and Instrument Operator (TIO) with full time assignment to biweekly night shifts shall receive monthly 30% of his basic salary as a TIO allowance.

A Local Staff Member assigned to less time shall receive the equivalent proportion of the allowance corresponding to the number of night shifts performed as mentioned in Article IV 5.01.

In accordance with the current working schedule a percentage rate per Observatory shall be applied as defined in Attachment 3.

The calculated percentage takes into consideration the average presence time, including annual leave and the average for short-term absence.

The payment of the allowance shall be discontinued after 60 continued days of absence from the duty station and until the Local Staff Member returns. This is applicable for absences justified by a medical certificate and special leave.

It does not apply:

- if the absence justified by a medical certificate is caused by a work accident or occupational illness,
- during pregnancy and maternity leave,
- for trainings and missions abroad originally planned for less than three months.

Section 6: Recreational, cultural and social activities [moved]

These articles were moved to chapter V, section 7.

Section 6: Medical emergencies

IV 6.01 – Assistance of a medical doctor [new]

Each observation site will have the assistance of a medical doctor everyday, 24 hours a day. In case the doctor is not present in the site, a service with the same availability will be reachable on the phone.

In case that the site has a paramedic, he/she will keep the contact details of the medical service and will call the doctor as necessary. Otherwise, the contact details will be displayed for anyone in the site could use the service.

IV 6.02 – Support in medical emergency [new]

The Organisation shall coordinate proper support to people leaving an observation site to stay in the nearest city (Antofagasta, Calama, La Serena or Coquimbo) in need for emergency medical treatment.

IV 6.03 – Transportation in case of emergency [new]

For each observation site, the Organisation will provide air transportation for medical emergency, with medical doctor's care during the transport.

For ESO offices in Vitacura, the Organisation will provide ground transportation for medical emergency, with medical doctor's care during the transport.

In both cases the Organisation will provide support with procedures to enter the medical center.

Chapter V: Social benefits

Section 1: Medical examination

V 1.01 – Medical examination [mod][review]

Every calendar year a Local Staff Member shall undergo an annual medical check-up. The Local Staff Member shall be provided with the result of the medical examination.

The cost of this medical check-up shall be borne by the Organisation.

The Organisation shall grant special leave to undergo this check-up, when requested.

In addition and until 30th November **2018**, the Local Staff Member may voluntarily undergo one (1) medical check-up.

These examinations shall include the following tests:

- Complete Urine Test
- Prostate Antigen
- Mammography
- Chest X-Ray (optional)
- Stress Test
- Medical check-up
- Questionnaire on altitude experience
- Complete blood count (CBC)
- Creatinine levels
- Glycemia
- Lipid profile
- Chagas
- **Insulina Post Carga**
- **Hormona tiroideas**

In case the medical examination is taking place in Santiago it shall be done in Clinica Alemana only in coordination with Human Resources Department.

~~The cost of this medical check-up shall be supported by the respective applicable Health Insurance scheme (Isapre/Fonasa) of the Local Staff Member. Costs not reimbursed shall be borne by the Organisation.~~

If the voluntary examination is used by the Local Staff Member it may replace the obligatory annual medical check-up in the respective year. Thus, it should be planned in due time. A certificate justifying the fitness for work shall be provided.

V 1.0x – Additional medical exams for APEX staff [new]

APEX staff will be subject to 'big effort test' additionally to those specified in 'V 1.01 – Medical examination'.

V 1.02 – Insurances

The Organisation shall contract the following Insurances for each Local Staff Member to cover:

Natural Death	UF 2.000
Accidental Death	Euro 38.000
Accidental Invalidity	Euro 38.000

Section 2: Subsidies for sick leave

V 2.01 – Sick leave

Local Staff Members shall be put on sick leave when they are unable to perform their duties by reason of sickness or injury, or when undergoing medical examinations or treatment, or when Public Health restrictions prevent their attendance. Local Staff Members registered with a Chilean health insurance scheme have, in addition, to observe the Rules and Regulations of this institution, in particular with respect to the duration and the general medical supervision of the sick leave.

A Local Staff Member who is absent because of illness shall immediately inform his supervisor or person with equivalent authority. For any absence because of illness of more than two consecutive calendar days a Local Staff Member shall submit a medical certificate.

During annual leave or compensatory leave, sick leave shall be granted only on presentation of a medical certificate.

If a Local Staff Member has taken sick leave for up to two (2) days as mentioned above but totaling seven (7) calendar days within the annual leave period, any further absence because of illness during that same period shall be supported by a medical certificate. Non-compliance with this requirement will be considered as annual leave or charged as special leave without pay if the annual leave is exhausted.

Subject to provisions as previously set out, Local Staff Members shall be entitled during any period of 24 months to 180 days of cumulative sick leave on full pay followed by 180 days of cumulative sick leave on two thirds pay (2/3), then followed by direct payments of the respective individual health insurance scheme.

The Organisation shall receive the corresponding benefits from any Chilean Social Security Scheme to which the Local Staff Members are entitled.

Section 3: Financial support in case of death

V 3.01 – Financial support in case of death [mod][review]

In the event of the death of a Local Staff Member, the Organisation shall pay to the beneficiary(ies) designated by the Local Staff Member a lump sum equal to three monthly basic salaries of the deceased Local Staff Member.

In the event of the death of a Local Staff Member, the Organisation shall keep the benefits of Welfare Fund and and scholarship to her/his family.

In case of death of a member of the family (RPL – IV 1.05) or a child up to the age of 35 or a parent of the Local Staff Member the Organisation shall grant CLP **500.000** to the Local Staff Member to contribute to the funeral costs. Concerning the latter, if two or more Local Staff Members are entitled to this allowance, the allowance shall be paid to the one receiving the lower basic salary.

Section 4: Welfare Fund

V 4.01 – Welfare Fund

An ESO Welfare Fund (WF) is established for the Local Staff Members who voluntarily subscribe to it.

Its purpose is to provide help to its members to facilitate the financing of medical expenses as specified in the WF regulations.

V 4.02 – Financing of the Welfare Fund

The WF shall be financed by contributions from the WF members and the Organisation, according to its Regulations.

V 4.03 – Welfare Fund Regulations

The WF Regulations shall specify the financial contribution of the Organisation and WF members, the conditions under which the Local Staff Members may join the WF, the benefits they may be entitled to, and the provisions, compositions and tasks related to the management of the Fund.

Section 5: Education Grant

V 5.01 – Entitlement [mod]

Local Staff Members with a contract of not less than one year shall receive an education grant for each dependent child attending full time an educational establishment recognised by the Ministry of Education of the Republic of Chile or, in the case of studies abroad, by the competent organisation.

The grant shall be payable from the first day of the month in which the child reaches the age of three (3) and it shall cease at the end of the academic year in which the child reaches the age of 28. This age restriction does not apply for disabled children CC V 5.05.

V 5.02 – Reimbursement and ceilings [mod][review]

The amount shall be determined as follows:

1. For each child attending a pre-school educational establishment during the academic year:

85% of the school enrollment, tuition fees, transport costs and half board up to a maximum of CLP **7.500.000** per annum.

If the Ministry of Education of the Republic of Chile shall recognise the education of pre-school/kindergarten as obligatory and/or part of the primary school, the ceiling of No. 2 of this article shall be applied with the starting of the defined age.

2. For each child attending a **primary, secondary school, university or higher technical establishment, located in Chile or abroad**, during the academic year:

85% of the school enrolment fee, tuition fees, boarding, transportation (only applicable for primary and secondary school), and lodging costs* up to a maximum of CLP **7.500.000** per annum.

The Local Staff Member shall receive a lump sum payment of CLP 100.000 per child per school year to cover cost related to school books. The lump sum will be awarded with the first education grant of the school year. Ceilings defined above will not apply.

3. For each child of a female Local Staff Member with a full time assignment attending a *Jardin Infantil* or a *Sala Cuna* regulated by Junta Nacional de Jardines Infantiles (JUNJI), a grant of 100% of the monthly fees shall be reimbursed. The grant shall be payable from the first day of the month in

which the Local Staff Member takes up duty after maternity leave. It shall cease at the end of the month in which the child reaches the age of three (3) years. No further costs shall be reimbursed. If due to the death of the wife a male Local Staff Member has to take care of his child he shall receive the same support and entitlement.

The ceilings shall be adjusted according to the CPI variation (Article II 1.02).

*Lodging means the monthly rent cost only. Corresponding receipts have to be provided.

V 5.03 – Requests for reimbursement [mod]

The corresponding receipts shall be grouped in such a way that no more than **six (6)** requests for reimbursement per Local Staff Member shall be presented per year.

V 5.04 – Reduction of ceilings

The maximum ceilings shall be reduced *prorrata temporis* if:

1. the child does not attend the educational establishment for the whole of the academic year;
2. the contract of the Local Staff Member does not cover the entire academic year due to reasons other than death.

In the event of death of the Local Staff Member the right to an education grant shall continue until the end of the academic year.

If this death prevents the child from attending the establishment, any forfeit payable shall be regarded as school tuition fees.

V 5.05 – Disabled children

Notwithstanding any provision to the contrary, expenses connected with the training of disabled children – declared as such by a competent authority recognised by the Republic of Chile – in an establishment in Chile shall be reimbursed as follows, after the deduction of any assistance obtained from any national social security scheme:

a) 100% reimbursement, without any ceiling, of the expenses incurred in training or apprenticing of the child or its permanent or temporal lodging in a specialised institution (including holiday homes, day nurseries and recreational facilities organised specifically for disabled children).

b) 100% reimbursement, without any ceiling, of the cost of full or half board, in

one of the establishments mentioned above, without any restriction on the distance from the parents' residence.

c) If the establishment concerned is located at a distance of more than 40km from the parents' residence, reimbursement of travelling expenses for the child and one companion, four times per year.

d) 100% reimbursement, without any ceiling, of daily travelling expenses for the purpose of training, occupation or treatment as an outpatient, within a radius of 40 km.

Section 6: Voluntary contribution to the Chilean Pension Scheme (AFP)

V 6.01 – Entitlement

Local Staff Members holding an indefinite contract shall receive a monthly voluntary contribution to the Chilean Pension Scheme (AFP) only if the Local Staff Member agrees to contribute or already contributes her/himself monthly to the latter scheme by a minimum of 50% of one (1) Unidad de Fomento (UF). For future Local Staff Members who are granted an indefinite appointment the contribution, based on the condition as mentioned above, shall be payable from the first day of the month of their indefinite appointment.

V 6.02 – Voluntary contribution

The amount shall be determined as follows:

1. Each Local Staff Member shall receive a monthly contribution paid by ESO of 1.5 UF. The corresponding amount shall directly be transferred together with the Local Staff Members contribution to the Chilean Pension Scheme (AFP).
2. If the Chilean Government in the future shall oblige ESO to contribute to the AFP scheme, the corresponding contribution shall be deducted from the above mentioned amount.

Section 7: Recreational, cultural and social activities [moved]

These articles were moved from chapter IV, section 6.

V 7.01 – Recreational, cultural and social activities

The Organisation shall promote and establish an adequate budget for recreational, sport and cultural activities at each different establishment.

The Director of the Observatory shall designate a commission whose mission shall be to coordinate and schedule these activities on the Observatories. At the same time, the Deputy Head of Administration shall make this designation in Vitacura.

V 7.02 – Christmas gifts bonus [mod]

During the month of December of each year the Organisation shall grant a Christmas gifts bonus allowance of CLP **82.152** to a Local Staff Member for each child up to 14 years of age. The bonus shall be adjusted according to the CPI variation as defined in Article II 1.02.

Chapter ϕ : Union

ϕ 1.01 – Support to the Union Directors [moved]

The Presidents of the Unions will be entitled to one additional day above those specified in RPL VII 1.19.

The work allocation for each Union Director will be limited to 0.8 FTE per year.

ϕ 1.02 – Union Directors exempted from job performance evaluation [new]

Union Directors are exempted from job performance evaluation. They will have granted one (1) step every year.

ϕ 1.03 – Time for assemblies [new]

2 hours each 4 months will be granted for Union Assemblies for Local Staff Members in a Union.

Local staff shall not need to compensate those hours, nor must be compensated in flexible time.

ϕ 1.04 – Support to the Bargaining Commission [moved]

The transportation, meal expenses, and lodging of the members of the Bargaining Delegation (not applicable to advisers RPL-VII 2.16) related to the bargaining stages, shall be borne by the Organisation.

The time used shall be considered as normal working hours, without overtime.

Chapter VI: Transitory Conditions

VI 1.01 – Transportation applicable for Local Staff Member living in the Region del Bio Bio and beyond “South” **[replaced]**

This article was replaced by new article 'IV 2.06 – Transportation for Local Staff Member living in or at the south of Region del Bio Bio'

VI 1.02 – Air transport from La Serena to Antofagasta **[deleted]**

~~The alternative established in article IV 2.02 N° 2. b) enters into effect as of the first shift in January 2015. *This article delayed the application of a specific condition. It was applied as indicated in January 2015. Not necessary now.*~~

VI 1.03 – Flexible working time **[deleted]**

~~It is intended to introduce a further step in the flexibility of working hours for staff with duty station in Vitacura. With this extension of the current working time scheme it will be easier and more predictable to adjust the working time flexible around a set of “core hours” considering the operational requirements as well as the individual work-life balance. *That flexibility is applied in Vitacura and is included in this draft in 'Appendix C: Flexible Working Hours'.*~~

VI 1.04 – TIO in APEX **[mod]**

The Organisation is implementing a technical solution to remote control the antenna from Sequitor so TIOs should not have to come up to Chajnantor to control it.

The monthly TIO allowance increment by 5% will be maintained until the solution is implemented.

VI 1.05 – TIO at La Silla

A job evaluation shall take place on La Silla to review the current career path and the classification of the individual TIO's within this career path. The evaluation shall be finalized by end of August 2015.

VI 1.06 – Night TIO at Paranal [mod]

Effective **1 December 2016**, the Organisation will grant one step increase to TIO's working 100% at night on Paranal due to the introduction of the SciOps 2.0 scheme. This step increase is granted outside of the Advancement Review **2016** and will be confirmed by individual letters.

VI 1.07 – Appointment of deputies

It is agreed that all future appointments of deputies shall be confirmed in writing.

VI 1.08 – Support to the Union Directors [moved]

This article was moved to Chapter ϕ , section 1.

VI 1.09 – Additional payment concerning the special indemnity [mod]

The special indemnity Article II 3.04 will be incremented as follows: **18% in 2016, 18% in 2017**. Exceptionally, a lump sum of **CLP 1,000,000 will be paid in 2016** in addition.

All other clauses of articles II 3.04 and II 3.05 shall apply.

VI 1.10 – Emergency transport [replaced]

This article was replaced by 'IV 6.02 – Transportation in case of emergency'.

VI 1.11 – Support to the Bargaining Commission [moved]

This article was moved to Chapter ϕ , section 1.

VI 1.12 – Working beyond 65 years old [new]

In connection with article RPL - II 5.05, if a Local Staff Member express his/her will to continue working beyond 65 years old, he/she could extend his/her contract up to 70 years old.

VI 1.13 – Flexibility time leaving an observation site [new]

The departure from an observation site could be advanced up to 40 minutes if there is the opportunity to take an earlier flight.

This modification must be requested at the same time that the staff request the booking of their flights.

Appendix A: Recognition of the Dependence of Partners and Children of Partners

A 1.01 – Purpose

The Director General will consult the Advisory Committee and receive its recommendations upon a request at a Local Staff Member in Chile concerning the recognition at the "dependence" of partners or children of partners.

A 1.02 – Terms at reference

The Advisory Committee will examine cases submitted to it and make substantiated recommendations to the Director General concerning:

- The nature of dependence at the partner or child.
- Which of the following benefits the partner or child should exceptionally be considered for:
 - a) Site visit at Christmas and New Year (CC IV 1.07);
 - b) Christmas Gift Bonus, child only (CC IV 6.02);
 - c) Education grant, child only (CC V 5.01).

A 1.03 – Composition and Chairperson

The Advisory Committee shall be composed of

- two Members of the Local staff appointed by and representing the Director General.
- two Members of the Local Staff appointed by and representing the Unions.

The members shall be appointed for a term of one year, renewable,

The Director General and the Unions shall each appoint two Members or the Local Staff as deputy members.

The chairperson shall be one of the members representing the Director General, selected by the members representing the Director General. The Vice-Chairperson shall be one of the members representing the union, selected by the members representing the Union. The Chairperson and Vice-Chairperson shall have voting powers.

A 1.04 – Procedure

The proceedings of the Advisory committee shall be confidential. The members of the Advisory Committee shall maintain strict confidentiality of proceedings and documents transmitted to them regarding the cases to be examined.

The Local staff Member making a request shall provide the Advisory Committee with comprehensive written documentation and all the information which the Advisory Committee considers necessary,

The Advisory Committee may take the initiative to obtain any further information it deems necessary to ensure the full understanding of the case. Where such initiative entails expenses, the Chairperson shall inform the Head of Human Resources in Chile and investigate with her/him the possibility of having these covered by the Organisation.

Within 20 calendar days after having received the request the Advisory committee shall hold an initial meeting. The Advisory committee may hold as many meetings as it considers necessary. Subject to the prior approval of the Chairperson the Member of the local Staff whose case is being discussed may be invited to attend part of the meeting(s).

The Advisory Committee should submit its recommendation to the Director General within 60 calendar days following its initial meeting.

The Director General will notify the Local staff Member concerned at his/her decision in writing within 30 calendar days of receipt of the recommendation. The decision of the Director General shall be final.

A 1.05 – Secretariat

The Board's secretariat shall be provided by Human Resources.

Appendix B: Procedures Governing the Career Development

Section 1: Purpose

B 1.01 – Introduction

The present Regulations for Local Staff foresees the possibility to promote the members of the personnel e.g. on the basis of their work performance which is documented in an appraisal report (performance review).

Section 2: Performance Evaluation

B 2.02 – Performance Management and Professional Development (PMPD)

The PMPD process covers all staff members irrespective of category, level or function. The following basic principles lay behind the process:

- Performance management is on-going and occurs informally through daily interaction between staff and supervisor and formally through a yearly process (annual performance review and planning);
- Responsibility is shared between the staff and supervisor; and
- Performance management is not a stand-alone process but is linked with learning and professional development, advancement and rewarding.

The purpose of the PMPD is to help staff within the organisation to excel in their performance and to help the organisation to achieve its overall strategic objectives. More specifically, the PMPD is designed to achieve the following:

- Align staff's objectives with the organisation's strategic objectives and priorities, empowering all staff to actively contribute to ESO's development and success;
- Provide insight, on-going feedback and guidance enabling staff to bring out the best in them, continuously improve their performance and develop professionally;
- Strengthen relationship between staff and management encouraging a two-way communication and regular exchange of feedback; and

- Help the organisation to manage the advancement process and reward its staff in a fair and equitable manner.

The PMPD process consists of three key activities:

- **Annual Review:** conducting the final performance review at the end of the year (October–November).
- **Annual Planning:** establishing the annual objectives and learning and development plan for the next year (October–November);and
- **Progress Reviews:** reviewing progress during the year.

B 2.02 – Annual Review and Assessment

Through the annual review the Organisation aims to:

- Recognise individual effort and performance, and reward through the advancement review process;
- Support continuous learning and development;
- Promote objectivity and equity through the consistent use of common assessment criteria; and
- Formally document individual performance results.

In general annual reviews are held between two parties: the direct supervisor and the staff member. They form the important relationship. If mutually agreed, the responsible Human Resources Advisor and/or elected staff representative are/is invited as a third party consultant to participate in a specific meeting as a supporter/facilitator of the communication.

The administrative responsibility for the annual review shall be with the person who was the supervisor on 31 August of the calendar year.

Other than in special circumstances, annual reviews shall be arranged and start according to the hierarchical chain of supervision, i.e. the Director General shall appraise the work of the Directors, who shall in turn appraise the work of Heads of Division or Heads of Department, who shall in turn appraise the work of their immediate subordinates.

Where an individual is a member of the ESO Faculty, an assessment of their scientific activities will be done. The discussion will take place between the staff member, and the Head of the Office for Science in Garching or Vitacura. The basis of the assessment will follow the guidelines defined in the ESO Astronomer Charter.

A staff member's performance shall be documented in an appraisal report which shall comprise the results of the annual review and an assessment of performance describing both, the positive aspects as well as the development needs and suggestions for improvement. In case a staff member is working in a matrix structure for 0,3 FTE and above or is on a temporary transfer the project manager or another responsible person for whom the staff member is working shall give a written appraisal report to the staff member's direct supervisor. In addition, for matrixed staff who have been allocated to a project for 0,5 FTE and above, the project manager shall be invited to participate partly or fully in the annual performance review meeting.

The appraisal report shall be a qualitative and quantitative assessment of the results obtained, and take in to account the behavioural competencies demonstrated towards the staff's work and team. The ESO Competency Framework (Appendix 3) should be used as a reference to assess behaviours.

In concluding the assessment, the supervisor shall summarise the performance of the staff member concerned according to the following statements:

- **Excellent performance:** frequently overachieved objectives, exceeded role requirements and excelled in demonstrating key competencies.
- **Strong performance:** fully achieved objectives, consistently met role requirements and demonstrated key competencies.
- **Partial performance:** partially achieved objectives and/or needs some improvement in key competencies to fully meet the role requirements.
- **Underperformance:** did not achieve objectives and/or needs significant improvement in key competencies to fully meet the role requirements.

Once completed, the appraisal report shall be forwarded, together with any documents attached to it to the staff member concerned, who shall sign it certifying that she/he has read it and to add any comments, as appropriate.

In case of disagreement between the supervisor and the staff member the next hierarchical level(s) and where needed Human Resources will be consulted. If an agreement cannot be reached the staff member can use the **Note for the Record** form to record the disagreement. The Note for the Record is signed off by the direct supervisor and responsible Director and filed in the staff member's

personnel file.

B 2.03 – Annual Planning

Performance cannot be measured unless it is accurately defined. Each year objectives should be agreed between the staff member and supervisor.

Objectives have two components: the objective itself and the key performance indicators to measure the successful achievement of the objective.

Objectives - The objective should specify the desired output. It should be expressed in a single sentence and contain an action verb and a clear end result. Objectives should be “SMART & Stretching”: Specific, Measurable, Achievable, Relevant, Time-bound and Stretching:

Specific	Use clear terms and state what it is to be achieved.
Measurable	How will the outcome be measured e.g. quantity, quality, behaviors, cost and time.
Achievable	Consider the time available, the resources.
Realistic	Does the employee have the necessary skills and knowledge? Are there any other constraints?
Time-bound	Agree on a specific date and milestones for the achievement of the objective.
Stretching	Does the objective help the employee to stretch his/her competencies?

Key Performance Indicators (KPIs) - The KPIs, which may be qualitative or quantitative, define what measures will be used to monitor progress and evaluate the successful achievement of the objectives. These can be for example the completion of specific actions, deliverables, deadlines as well as demonstration of specific knowledge, skills and behavioural competencies. The ESO Competency Framework can be used as a reference to define behavioural competencies. KPIs should be stretching but achievable, and they should reflect both the expectations of the staff member’s role as well as the contribution s/he can make to the organisation’s objectives.

B 2.04 – Progress Reviews

A mid-year informal progress review meeting, i.e. in May-June, is mandatory for all staff and can be initiated either by the staff member or his supervisor. This should be a brief meeting and no written documentation is required unless changes occur or the need arises, in which case the Annual Plan is updated. In case of partial or underperformance, regular progress reviews shall take place and be recorded. For more information please see the next section.

After the meeting, the staff member and supervisor update the Annual Plan and agree on next steps as necessary.

B 2.05 – Managing underperformance

The purpose of this procedure is to manage and motivate staff members who partially or under-perform to make every effort to improve the quality of their work, with the help of their Directorate hierarchy and, if appropriate, other relevant services. In this respect the following actions shall take place:

- A performance improvement plan shall be agreed as part of the Annual Plan and reflected in both the staff member's objectives and the learning and development plan. The supervisor shall consult beforehand with Human Resources concerning the performance improvement plan and how it will be monitored throughout the year. Where needed, the Department or Division Head/Director depending on the supervisor's level might participate in specific meetings as a supporter/facilitator of the communication. The same also applies for Human Resources if mutually agreed between the staff member and supervisor.
- Formal progress reviews are mandatory and a follow-up plan shall be agreed beforehand between the supervisor and the staff member, e.g. how frequently the progress reviews will take place during the year. In preparation for the progress review the staff member is encouraged to complete the Self-Reflection form (Attachment 3 of PMPD Guide) and submit to the supervisor prior to their meeting.
- Regular informal meetings should take place between the supervisor and the staff member throughout the year in order to timely share feedback and concerns.

Throughout the assessment year, the supervisor shall keep the Director and Human Resources informed on the progress made.

If the staff member refuses to comply with the performance improvement plan or fails to meet the required performance standards, s/he may be subject to disciplinary proceedings in accordance with the corresponding staff regulations.

Section 3: Improvement

B 3.01 – Learning and Development

Learning is an integral part of the organisation's personnel policy. It may be focused on the short-term programme of work or may be part of long-term professional development.

Learning and development requirements shall be defined and evaluated during the performance management process. Following discussion with the staff member concerned, the supervisor shall indicate the results of the learning activities undertaken during the calendar year, stating to what extent the learning has had a positive impact on the work of the staff member and, if it has not, why not.

Furthermore, in cases where learning was foreseen in the previous annual performance review has not been followed, the supervisor shall give a brief explanation of the reasons. The next step is to discuss and define the learning requirements for the year ahead. The subject, objective, and desired time scale shall be indicated for each learning activity.

Section 4: Annual Advancement Review

B 4.01 – Advancement Procedure and Related Decisions

Advancement related decisions fall within the authority of the Director General. The Heads of Department shall make proposals via their respective Head of Division/Director and Human Resources to the Director General, who shall take these decisions after consulting the Directors.

Each Director shall be responsible for the coordination and harmonisation of the advancement review in their Directorate. Human Resources shall be responsible for coordinating and harmonising the advancement of staff throughout the Organisation in liaison with the various Directorates and shall be responsible for the final check that the advancement decisions comply with the respective regulations for Local and International Staff Members.

The Heads of Department shall forward to their Head of Division/Director the Advancement Proposals concerning the members of their department, which shall be discussed with their Director in an internal meeting by mid of December.

If the Head of Department has changed since the appraisal was made, the current department leader shall make a proposal concerning the advancement of the staff member concerned having sought the opinion of the previous leader (if

possible).

Before making proposals for exceptional advancements of one or more additional steps, the Director shall compare all the exceptional performances of staff members within the Directorate at the above mentioned meeting. The Director shall also take into account the budgetary guidelines decided by the Director General and the number of additional steps which may be granted.

B 4.02 – Classification and Career Path

Human Resources together with the Heads of Department and Directors/Division Heads classify jobs into career paths, within which there are fixed grades. Each post is classified by a Grade as defined in the General Definition of Grades for Local Staff Members. For each grade there is a number of steps, as shown in the respective scale of basic salaries.

The Director General may, at his discretion, extend the career of a particularly meritorious staff member by one exceptional advancement grade of his career path or range of Grade.

The main principles followed when evaluating each position are:

- The current position is evaluated without being influenced by what the job is likely to be in the future or what it may have been in the past.
- The position is evaluated and not the job holder. The assessment of each factor is based on the job being performed competently.
- The evaluation is based on the typical and regular activities of the job holder.

Main classification criteria are the field of activity, major functions and qualification requirements. Moreover there are nine evaluation criteria which help to further break down the job into measurable factors and compare all jobs on the same basis.

B 4.03 – Advancement within the Grade

According to the respective regulations a salary increase denotes the award of one or more additional steps within a grade.

An advancement decision may include:

- a one step increase; or
- a one step increase with a postponement up to six months; or

- or no step increase; or
- an exceptional increase for excellent performance, which under the respective regulations shall be at the discretion of the Director General and may consist in the award of one or more additional steps and/or an exceptional performance award.

The Regulations for International and Local Staff Members define two cases where a step increase is not applicable:

- During the probation period; or
- The staff is in the last step of a grade

B 4.04 – Advancement by Promotion

The term **promotion** denotes change of grade within the career path or with change of career path.

B 4.05 – Change of Grade within the Career Path

At the occasion of the advancement review the Director General may promote a staff member to the next higher grade within the career path when he considers this is justified by the nature of the functions, the ability and the performance of the member of the personnel concerned.

In order to apply this promotion, this guidelines should be taken into consideration,

- **Level of performance.** To justify a change of grade, the staff member's performance during the three years preceding the review should be at least at the level of strong performance (previously good). The level of performance shall be substantiated by the annual performance reviews.
- **Level of function.** The level of function and technical expertise shall be analysed, in consultation with Human Resources using the Career Path Definitions/General Definitions of Grades.

B 4.06 – Change of Grade with change of Career Path

All promotions with change of career path shall be preceded by a review. A review is normally proposed by the Department Head (via the Head of Division where applicable) to the respective Director during the advancement review.

B 4.07 – Change of Career Path/Classification of Post

The Director General shall decide on a change of career path/classification of

post when, according to the organisation's assessment, important functions of the member of the personnel have significantly changed and correspond to a higher career path/classification, and when the latter has demonstrated the capacity to assume her/his new functions on a permanent basis.

Procedure for a change of career path. At least twelve months after a staff member has taken up such new functions, the responsible Head of Department shall review the situation during the annual advancement review. If the Director considers that a change of career path is justified, she/he shall send the proposal to Human Resources, which shall then conduct a job evaluation and make a recommendation to the Director General.

Nevertheless, at any time a staff member may, via his Director and Head of Division and then Human Resources, submit a written substantiated request for a reclassification review to the Director General for a decision. The staff member shall be notified in writing of the response to his/her request, in which the reasons for the decision shall be given. A request for a review cannot be refused when the last review has taken place more than five years before that date.

B 4.08 – Effective Dates and Notification

Step increases and promotions arising from the advancement review shall normally take place on 1st January of the following calendar year, except for steps granted with a deferred effect.

Staff members shall be notified individually of all decisions with regard to step increases.

Section 5: Evaluation

B 5.01 – Internal Guidelines for Conducting Job Evaluation

Job evaluation is the process of determining the relative value of one job to another within the organisation, establishing a structure or hierarchy of jobs. It determines the value of a position based on the requirements of the position, not the job holder. The purpose of job evaluation is to provide a reference for and increase objectivity in compensation decisions by supporting:

- equal pay for equal work and
- more pay for work of relatively higher value.

In addition job evaluation determines the career path of each individual and therefore provides a direction for career development.

At ESO we use the classification method to classify jobs into career paths, within which there are fixed grades. Moreover there are evaluation criteria which help to further break down the job into measurable factors and compare all jobs on

the same basis. The following 9 factors analyse the position in relation to the skills and experience required for competent performance, the demands made on the job and the overall structure and responsibility/accountability involved.

B 5.02 – Basic Evaluation Rules

The basic rules followed when evaluating each position are:

The current position is evaluated without being influenced by what the job is likely to be in the future or what it may have been in the past.

The position is evaluated and not the job holder. The assessment of each factor is based on the job being performed competently. The assessment of the job holder's own performance against the standards required is part of the performance management process and hence outside the scope of the job evaluation.

The evaluation is based on the typical and regular activities of the job holder. These should be reflected in the Job Profile which serves as a basis for the job evaluation.

B 5.03 – The 9 Job Evaluation Factors

1. Education. The level of formal education required to perform the functions required of a position. There is often an overlap between education and experience, and for this reason it is advisable to consider the education level that would be expected of a new incumbent recruited externally.

2. Experience. The length of practical experience and nature of specialist/technical/managerial familiarity required. This experience is in addition to formal education.

3. Complexity – measured in terms of:

- The time taken to learn and adjust to specific job requirements.
- The level to which the job functions are defined and follow established and predictable patterns (thinking environment).
- The thinking challenge required to adapt to rapidly changing circumstances and innovative or conceptual thinking needed to initiate new corporate direction.

4. Problem Solving. The nature and complexity of typical problem solving expected of the job. Judgement exercised, availability of rules and guidelines to assist in problem solving, the degree of analysis and research required to arrive at a solution are all considered.

5. Supervision Received and Freedom to Act. The extent of supervision, direction or guidance provided to the job holder and the freedom the staff

member has to take action.

6. Decision Making and Impact. The level of decision making taken solely by the job holder and the risk or degree of damage which may result if a wrong decision is taken (impact on job holder's position, department, organisation, community). The nature of decision making should also be considered, e.g. administrative, operational or strategic decisions.

7. Human Relation Skills. The requirement for human relation skills in dealing with other staff and external contacts. The type of interaction should also be considered, e.g. exchange of information, coordination, advising, persuading, influencing, negotiating etc.

8. Authority Exercised. Authority level expressed in terms of approvals, budget, routine expenditure, hiring and dismissing/ending contracts of staff, etc.

9. Supervisory and Managerial Responsibility. The responsibility for the supervision and management of staff within the organisation, including project team management, planning and coordinating resources.

Appendix C: Flexible Working Hours

Section 1: Purpose

C 1.01 – Objective

This schema is a flexible working hours for staff with duty station in Vitacura. With this extension of the current working time scheme it will be easier and more predictable to adjust the working time flexible around a set of “core hours” considering the operational requirements as well as the individual worklife balance.

Section 2: Guideline

C 2.01 – Basis

Subject to the conditions set out in this guideline, a Local Staff Member may vary the time of her/his arrival, breaks and departure, on a daily basis.

It is each Local Staff Member’s own responsibility to make proper use of her/his freedom arranging her/his working time in the framework of this guideline. While applying the flexibility offered, Local Staff Members remain fully responsible for the effective and timely performance of their duties. To this end they should also:

- Respond to the professional needs of their colleagues and the tasks of their unit .
- Co-operate with their line manager, project manager or work package manager who remain ultimately responsible for the performance of the unit.

The Line Manager or Project Manager may limit the use of flexible working time under these guidelines in order to ensure the proper functioning of the unit, the performance of its tasks and the fulfilment of the duties of the individual Local Staff Member.

C 2.02 – Opening Hours at Vitacura

Normal Opening hours at Vitacura office, when most of the infrastructure services are available: Monday to Friday, 7:00 to 19:00 hrs.

C 2.03 – Weekly Working Time

For a Local Staff Member working full time the “normal weekly working time” amounts to 40 hours, the “normal working day” amounts to 8 hours and is defined from 8:30 to 17:30 [hrs] including a break of one hour.

C 2.04 – Core Hours

“Core hours” is the period per working day during which all Local Staff Member shall be present at work unless their absence is otherwise authorized.

The Core hours lies from Monday to Friday, from 9:00 [hrs] to 16:00 [hrs].

If required by operational requirements, Local Staff Members should be present for work also outside the core working hours.

C 2.05 – Break Time

After five hours of work a lunch (rest) break of at least 30 minutes is compulsory. The lunch break may be extended to a maximum of one and a half hours.

C 2.06 – Working Hour Limit

Local Staff Member may work, excluding lunch breaks, to a maximum of 10 hours a day and 50 hours per week, according to RPL – III 1.01 and RPL – III 1.02. A minimum daily rest period of 12 hours must be observed between the working days.

The balance of the time accounting may not exceed 16 hours’ credit or debit. In case the debit or credit is exceeded the Local Staff Member has to inform the Line Manager immediately.

C 2.07 – Electronic working time accounting (basic principles).

- a) A Local Staff Member shall manually enter into the Flexi-time module the hours actually worked (excluding breaks) on the respective working day (increment of 15 minutes, e.g. 7:45, 8:00, etc). in case it is forgotten it has to be corrected the following working day.
- b) Absences:
 1. Official holidays, days on duty travels, uncertified or certified sick leave will be counted in general as eight hours for a Local Staff Member working full time. The system automatically considers those data from Navision.

2. Annual leave days, compensatory leave and special leave (eg. CC III 2.01, "I 2.02, I" 1.01) will automatically be counted as requested in the Navision system, eg. half or full days (4 or 8 hours).
 3. Corrections shall only be done by the HR Advisers or the ERP Administrator on request of Human Resources.
- c) Access to the time accounting system shall be provided as follows:
1. Local Staff Member: data input with limitation as outlined above.
 2. Line Managers: read.
 3. Heads of Department/Division/ Directors: read.
 4. HR Advisers: data input for corrections (of the balance) .
 5. ERP-team: data input for corrections requested by HR.

C 2.08 – Use of Time Credits

- a) Time credits may be taken as single hours, half days, days or multiples thereof.
- b) The use of time credits may be freely combined with each other and with annual and compensatory leave.
- c) Any absence during core time (expressed in hours and from/to) has to be approved by the respective line manager. The approval process, also for insurance reason, has to be documented by e-mail for time credits < 4 hours.

For the use of time credits of 2 4 hours. to be registered in the presence viewer, the approval flow should go through the Navision leave module. In both cases the actual time worked have to be registered as usual in the time accounting system (Example: 5 hours flexi-leave between 9:30 hrs and 14:30 hrs have to be requested as half day of flexi-leave in Navision, the actual hours worked eg. 3 hours from 14:30 hrs until 17:30 have to be registered in the flexi-time module. The remaining hour is considered as debit in the flexi-balance.).

C 2.09 – Special Provisions

- a) Compensatory Leave or Overtime
 1. The current regulations regarding compensatory leave or overtime are not affected by this change. (Example: Mission to Germany: as currently applied the extra hours worked, above the daily 8 or weekly 40 hrs, which are compensated in time will be registered in Navision and have to be taken as usual through the leave module.

During a mission the daily 8 hours will be balanced in the time accounting system.)

2. Accrued time credit is not considered as overtime (CC || 2.02). It carries no right to remuneration.

b) PMPD

The balance of the time accounts is not taken into account when assessing the Local Staff Member's performance.

c) Private appointments

As currently already applied, private appointments, such as appointments with school authorities or public authorities, should normally be outside the core hours. If this is not possible credits from the time accounts should be used.

d) Medical Appointments

Local Staff Members shall try their utmost to arrange their medical, dental and other appointments outside of the core hours using the flexible time possibilities. In case this is not possible a Local Staff Member shall be put on sick leave when undergoing a medical examination or treatment (CC V 2.01). Local Staff members shall provide a certificate of attendance from the corresponding practitioner. A Local Staff Member who is absent for one of above mentioned reasons shall arrange for her/his supervisor to be notified immediately. ERP will only register absences of more than 4 hours. Thus, registration in those cases shall be as follows:

- I. If Local Staff Members use the flexible time, no certificate of attendance needs to be provided and the Staff Member will record the actual hours worked that day.
- II. If the absence for medical appointment or treatment has to be considered as "working time" and is substantiated by a certificate of attendance, the Local Staff Member shall register the hours indicated on the certificate of attendance in addition to the hours effective worked on that day.

e) Termination of employment

Upon termination of employment, any remaining time debit will be set off against the annual leave balance or if not possible deducted from the salary or other financial compensations (e.g. grants and benefits). Remaining time credit will be compensated in time only.

Please note that in the case of non—compliance with core hours by an

individual Local Staff Member, the Organisation reserves the right to revert the scheduled working hours for this Staff Member to the "normal working week", with immediate effect.

The above guideline does not apply to (summer) Students, Local Staff Members working part-time and those Local Staff Member whose assignments and services are needed during the complete "normal working week" or who is assigned less than 100% to the duty station Vitacura.

Existing individual contractual agreements deviating from the above will not be affected.

C 2.10 – Sickness During Flexitime

Notification of sickness absence during flexi-leave should be made as soon as practicable and as closely as possible to normal sickness notification procedure. Staff who are sick during flexi-leave may have the flexi-leave re-credited on production of medical evidence.

Appendix D: Working Clothes and Safety Elements

Section 1: Purpose

D 1.01 – Minimum specification

The working clothes specified in the next sections establish the minimum set of clothes and safety elements per employee according to assigned site and function. Additional items must be provided according to specific activity.

Section 2: Working Clothes for La Silla and Paranal

D 2.01 – Field Team

Pantalones cargo (Tela: 100% algodón)
Polaras pique (algodón) c/cuello manga corta with UV protection.
Polaras pique (algodón) c/cuello manga larga with UV protection.
Polerón de polar con cierre
Overol (tela rip-stop 100% algodón)
Gorro para el sol (tipo legionario) with UV protection.
Gorro de lana
Parca institucional de media montaña.

D 2.02 – TIO

Polerón de polar con cierre.
Gorro de lana.
Parca institucional de media montaña.

Section 3: APEX

D 3.01 – All Team

Pantalones cargo (Tela: 100% algodón).
Polaras pique (algodón) c/cuello manga corta with UV protection.
Polaras pique (algodón) c/cuello manga larga with UV protection.
Parca institucional de alta montaña.
Par de zapatos de alta montaña.
Overol (tela rip-stop 100% algodón)
Par de guantes.
Gorro para el sol (tipo legionario) with UV protection.
Pantalón alta montaña.
Jardinera para nieve.

Appendix E: Temporary Functions

Section 1: Purpose

E 1.01 – Spirit of Temporary Functions

There are some specific tasks developed everyday in Paranal which are assigned rotatively to staff working on site.

Section 2: Definition of Functions

E 2.01 – Telescope Startup (TST)

6 TST have to be appointed for the 4 UTs, the VISTA and VST.

The TST are selected among staff members from the MSE Department that are considered to be qualified for this task. In principle, qualified technicians are also eligible for this job. A training and certification process is used for new staff to this role.

The assignment starts at 14:00 [hrs] of the first day and ends at 14:00 [hrs] of the last day.

E 2.02 – Instrument Startup (IST)

Instrument Startup is divided between 2 groups of people:

Paranal Science Operation day crew takes care of the survey telescope instruments, VIRCAM and OMEGACAM.

Instrumentation group takes care of all other instruments.

The Instrumentation group leader, deputy or contact Point (CoP), appoints the IST for start- up support for a defined period of time. IST have to be defined daily for the UT instruments, the UT4 lasers, and the VLTI instrument.

The assignment starts at 14:00 [hrs] of the first day and ends at 14:00 [hrs] of the last day.

E 2.03 – VLT Manager

Assigned at least five days before an UT VLT run (D-5), solely in charge of the VLT during daytime, controlling access to the VLT and all related subsystems: delay lines, VLT labs and tunnels.

On stand-by duty for 24 hours.

E 2.04 – Telescope Coordinator (TCO)

TCO coordinate the daytime activities on all telescopes at Paranal: 4 UTs, VISTA and VST.

On 24 h stand-by duty to attend special calls like e.g. earthquake alarms and coordinate the night time inspections if necessary with the support from the MSE Department.

E 2.05 – Chief Operation Engineer (COE)

The COE is responsible for:

- Daily coordination of all technical activities at the Observatory during daytime (from end of SciOps night shift (when telescopes are shut down) until hand-over to SciOps for observing, by VLT Manager/TST). Regular coordination is delegated to TCO and VLT Manager.
- Deciding daily priorities between conflicting activities after assessment of the situation with relevant experts. Chapter 8 provides some guideline about priority assessment.
- Ensuring the operational and technical continuity of service of MSE Department in case Head of MSE and his/her deputy are not on site nor reachable.
- Coordinating and leading activities during a technically critical situation.

During night time, the COE becomes the ultimate authority for any intervention requested by the Night Astronomer.

During daytime, the COE is always available, which means, carrying a radio.

A beeper is assigned to the COE on duty who shall carry it 24 hours a day.

E 2.06 – Operational Software Support (OSS)

One additional person is appointed to provide Software Support to the daily operations.

OSS work hours are from 08:00 to 19:00.

OSS work hours are extended until telescopes hand over, which depends on time of the year.