

# Outline of Terms of Services for Local Staff Members

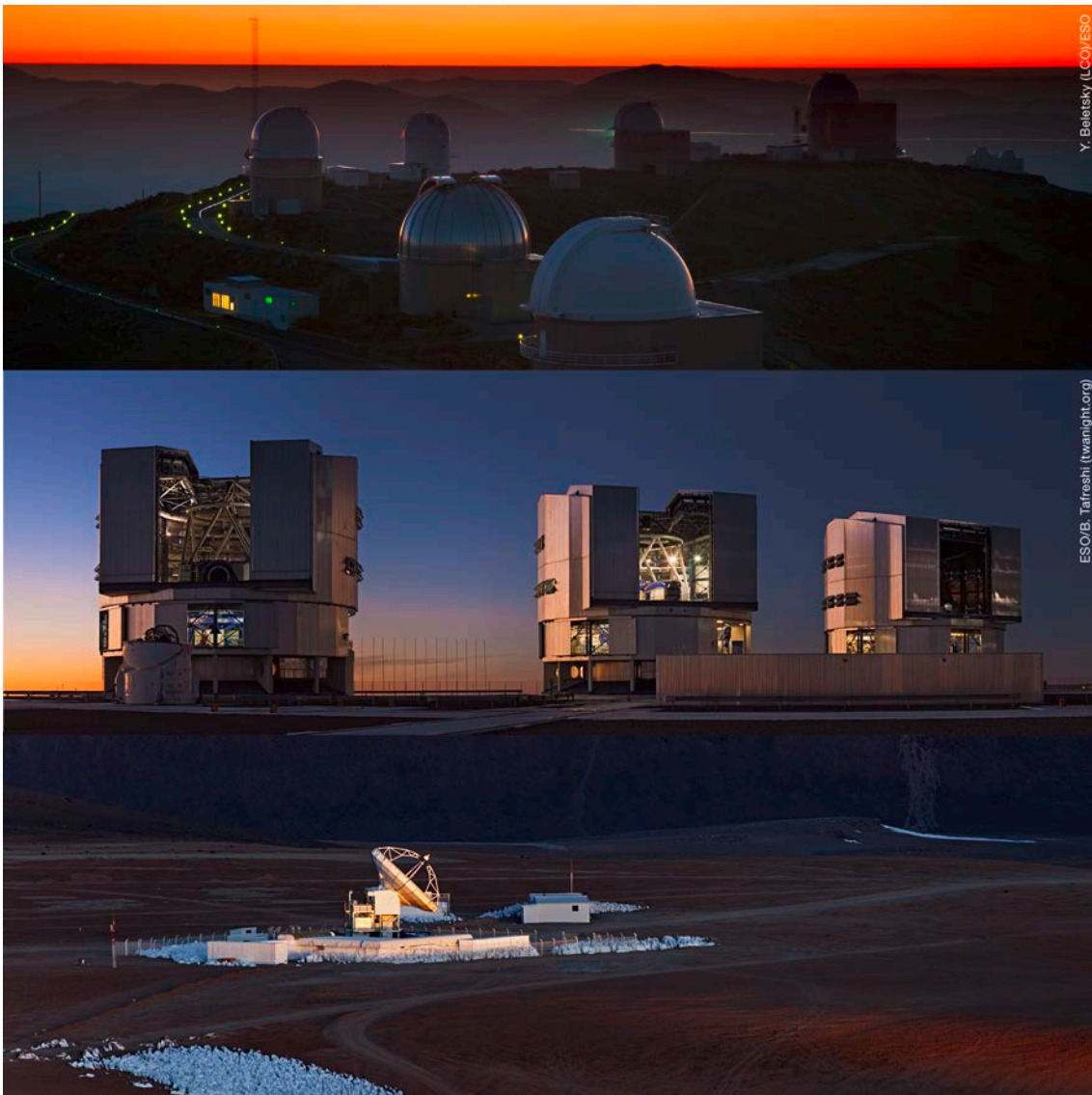




## Outline of Terms of Service for Local Staff Members

The European Southern Observatory (ESO) is the foremost intergovernmental astronomy organisation in Europe and the world's most productive astronomical observatory. ESO operates three unique world-class observing sites in the Atacama Desert region of Chile: La Silla, Paranal and Chajnantor. ESO's headquarters are located in Garching, near Munich, Germany and its main offices in Chile are in Santiago–Vitacura.

In addition to an exciting career opportunity, ESO offers a comprehensive benefits package, competitive remuneration and the opportunity to work in a multicultural environment, using high technology, while working with interesting and remarkable colleagues.



From top to bottom: The La Silla Observatory. | The Very Large Telescope (VLT). | The Atacama Pathfinder Experiment telescope (APEX).

## A . General Conditions

### 1. Legal framework

ESO is an International Organisation, recognised as such by the Chilean state. The labour relations between ESO and its staff are governed by the Regulations for the Local Staff in Chile (RPL) and the Collective Contract (CC). The Collective Contract is negotiated through a process of collective bargaining where the Organisation and Local Staff representatives negotiate the working conditions and the remuneration package for the local staff for a defined period.

In this document Local Staff Members are referred to as LSM.

### 2. Duration of appointment

A first appointment is for a fixed-term contract of up to two years. This includes an initial probation period of six months. When the fixed-term contract comes to an end, ESO is entitled to offer an indefinite contract if justified and needed.

### 3. Basic salaries

Salaries are established according to an internal salary table expressed in grades and steps, in which the initial job grading is determined in relation to the job position and the candidate's qualifications and experience. The salary table is adjusted according to the conditions established in the Collective Contract.

The grade/step is reviewed annually and, depending on a performance appraisal, the Local Staff Member may receive an increase, effective in January each year.

<b>Grades</b>	<b>Basic Salary Main Range (CLP, 1 January 2019)</b>
<b>A1</b>	484 133 – 955 295
<b>A2</b>	638 272 – 1 230 317
<b>A3</b>	825 273 – 1 551 613
<b>A4</b>	1 045 930 – 1 893 286
<b>A5</b>	1 327 186 – 2 473 619
<b>B1</b>	1 729 914 – 3 255 134
<b>B2</b>	2 213 634 – 4 094 454
<b>B3</b>	2 782 815 – 4 970 284
<b>C1</b>	3 412 671 – 5 568 073
<b>C2</b>	4 310 586 – 6 765 767
<b>C3</b>	5 444 751 – 8 883 594

## 4. Compensation

### Overtime:

Grades A to B receive compensation in money or rest time equivalent to 150% of the basic hourly rate per extra hour worked from Monday to Saturday. Hours worked on official holidays or Sundays receive an additional compensation of 75%.

### Official holiday on *turns* or during rest period:

Time worked between 00:00 and 24:00 on official holidays during a “*turno*” receive compensation of 175%. Official holidays during the rest period are compensated with 40/7 hours in case of “*turnos*” 7 x 7 and 32.6 hours for “*turnos*” 8 x 6.

### Emergency work:

Extra hours worked due to an emergency, outside regular working hours and before 24:00 receive compensation of 150%.

Work done between 00:00 and 2 hours before regular working hours, is compensated at 200%. If more than two hours are worked, then an additional compensation of 1:1 in rest time is given.

### TCO-TST-OSS-VLTI Manager- COE:

Telescope Coordinator (TCO), Telescope Start-up (TST), Operation Software Support (OSS), VLTI Manager, and Chief Operations Engineer (COE), receive compensation in money for each night when on duty.

### Standby duty:

LSM who are available on call outside her/his regular working hours, inside or outside the duty station, will be compensated with a payment of 12.5% to 20% of the basic hourly rate. Inside the duty station, the compensation will be 6,25% of the basic hourly rate.

### Fire fighters/Rescue brigadiers:

LSM appointed to these posts receive an annual monetary compensation for the additional responsibility and time spent in these activities.

### Emergency Coordinator:

LSM appointed as an Emergency Coordinator at the observatories in the absence of the safety engineer during weekends or leave, are compensated under the same conditions as standby duty.



Group shot of engineers and maintenance staff at the VLT.



The Paranal Fire Brigade.

## A. General Conditions

### 5. “Turno” system

The basic working week comprises 40 hours. According to the type of duty the LSM may have to work the following “turnos”:

- 8 x 6 eight days working followed by six days resting
- 7 x 7 seven nights working followed by seven days resting
- 5 x 2 five days working followed by two days resting (typically Monday to Friday)

LSM working in Santiago–Vitacura have flexible working hours. The scheme gives staff the option of flexibly adjusting their working time around a set of core hours (9-16 hr). Employees may vary the time of her/his arrival, breaks and departure time, on a daily basis.

### 6. Care programme

#### Medical examination:

All LSM must undergo an annual medical check-up every calendar year. The costs shall be borne by ESO.

In addition, for the period before 30 November 2019, staff may voluntarily undergo, two times, a defined medical check-up at the Clinica Alemana (Santiago). Costs not reimbursed by the health insurance system (ISAPRE/FONASA) shall be borne by ESO.

#### Working clothes:

LSM assigned to an observatory shall receive adequate working clothes and shoes, as recommended by the safety commission.



Electronic technician working on UTH/AOF.

### 7. Leave entitlement

#### Annual leave:

LSM are entitled to annual leave of 2.5 working days per month of service (30 working days per year) during each leave year. One leave day corresponds to 8 hours.

Up to 30 days of annual leave might be carried over the next period.

#### Special leave:

For the following events, special leave with pay shall be granted:

Serious illness of close relatives	= 4
Serious illness children (single or separated LSM)	= 7
Marriage or Agreement Civil Union of LSM	= 5
Birth child of LSM	= 10
Adoption of a child	= 20
Deaths of spouse or civil cohabitant or child	= 7
Death of parents or siblings or a miscarriage	= 3
Death of parents in-law	= 1
Administrative (only 5 x 2 Observatory) per year	= 3

## 8. Installation grant

To be paid if ESO requests that the LSM changes his/her residence to one of the defined pick-up points.

A re-installation grant is paid upon departure to a LSM who has been requested to change his/her residence to one of the defined pick-up points.

## 9. Advance on indemnities

LSM holding an indefinite contract may be granted an advance of up to 50% of the accrued indemnities based on his/her years of service, every six years. This advance is converted into UF which will be the currency denomination for future calculation.

## 10. Special indemnity

Every December, after a full year of service, an annual payment equivalent to 55% of the basic salary is granted. During 2016, 2017 and 2018 this percentage will be increased in 15%.

Additionally, LSM will receive in February of each year, CLP 1,062,467 (as of 01.01.2019).

## B. Specific Allowances

### 1. Mountain Allowance

LSM working at the observatories receive an additional payment according to the “*turno*” system performed (expressed as a percentage of the basic salary):

8 x 6 or 7 x 7	= 15%
5 x 2	= 20%
Occasional	= 1.0% per day (Vitacura Staff)



Aerial View of Paranal Observatory.

### 2. Zone Allowance

LSM with duty station at Paranal and living in the II Region receive an allowance of 22% of the basic salary.

### 3. TIO Allowance

Telescope and Instruments Operators (TIO) working full or partial night shifts receive an additional payment according to the duty station (expressed as a percentage of the basic salary). TIOs will also receive extra leave days as per table.



Cleaning mirrors with CO<sub>2</sub>.



## B. Specific Allowances

### 4. Lunch and transport

This special allowance is granted to LSM with duty station in Santiago, La Serena or Antofagasta.

### 5. Christmas gifts

Every December, all LSM receive an annual lump sum payment for each child up to 14 years of age.

### 6. Termination of contract

For service of up to two years an indemnity of half the monthly basic salary will be paid per year.

For service longer than two years, an indemnity of one monthly basic salary for every year of service, and a fraction above six months, will be paid per year with a maximum of 18 months.

In case of resignation after 10 years of service or after she/he has reached the age of 60, the indemnity indicated in the previous paragraph will be calculated over one monthly salary, with a maximum of 18 months.

### 7. High altitude

Due to duties at high altitude, LSM with duty station at Sequitor/APEX receive an allowance of 12% of his/her monthly basic salary.

## C. Social Commitment

### 1. Insurance

LSM are covered by natural death insurance (2000 UF — Unidad de Fomento) and accidental death and accidental invalidity (€75 000 equivalent to 2000 UF).

### 2. Support in case of death

In the event of death of a LSM a lump sum of three basic salaries shall be paid to the beneficiaries. In case of death of spouse, children (to the age of 35) or parents a lump sum will be paid.

### 3. Salary advance

In exceptional and duly justified social circumstances, the Director General may approve an advance not exceeding two monthly basic salaries, refundable in up to 24 instalments.

### 4. Work during Christmas/New Year

LSM who have to stay at an observatory for duty reasons during Christmas or/and New Year may invite their family members (spouse, dependent children) or a friend, for up to two nights to the Observatory. The cost of transportation (bus ticket premium/*salón-cama*) as well as lodging and meals will be borne by ESO.

### 5. Maternity leave

- Female LSM shall be entitled to parental leave of 12 full-time weeks after their maternity leave during which time they will receive a subsidy from the health insurance and ESO will bear no cost.
- A female local staff with the right specified in RPL – II 3.17 can choose to compensate a total entitlement of four months leave with 75% pay within a period of two years.
- Female LSM assigned to an observatory shall have the possibility to take 8 hours or 5 hours for each actually worked “*turno*” 8 x 6 or 5 x 2 respectively, in order to take care of her child(ren). The entitlement will cease when the child reaches the age of two years. Alternatively, the female LSM can choose to compensate a total entitlement of four (4) months leave with pay of 75% of the monthly salary within this period of 2 years.
- LSM may be granted unpaid leave in order to take care of her/his new-born/adopted child(ren) up to the age of two years. During this leave on his/her request the LSM shall receive and advance payment up to 50% of the basic salary, which will be reimbursed over a period of twice the duration of the unpaid leave and after taking up duty.
- LSM may be granted, after considering the operational requirements, part-time work (e.g., 50% or 75%). Bonuses, grants and indemnities shall be adjusted.

## 6. Education grant

For each dependent child from 3 to 25 years of age, attending an educational establishment recognised by the Ministry of Education of Chile full time, an education grant will be paid as follows (the age restriction does not apply for disabled children):

- 75% of the school incorporation, enrolment, tuition fees, transport, lodging and boarding up to a ceiling of CLP 5,843,568 per year (as of 01.01.2019). The sum of individual ceilings is considered at the time of reimbursement for staff members with multiple children.  
LSM shall receive a lump sum payment of CLP 100 000 per child per school year to cover cost related to school books.
- Female LSM, with child(ren) up to the age of three attending a *Jardin Infantil* or *Sala Cuna* full time, will be reimbursed with 100% of the monthly fees.
- Expenses paid for disabled children — duly recognised — shall be reimbursed at 100% without ceiling for training, full or half board, and transport.

## 7. Welfare Fund

Financed by shared contributions from LSM (40%) and the Organisation (60%), the Welfare Fund provides support to finance medical expenses to LSM that voluntarily subscribe to it, according to its regulations.

## 8. Unemployment contribution

LSM are entitled by law to unemployment insurance financed by shared contributions from ESO and the staff. The insurance is effective immediately after a contract has been terminated.

## 9. Pension scheme

LSM with an indefinite contract receive a monthly voluntary contribution to the Chilean pension scheme (AFP) of 3 UF, but only if the LSM agrees to contribute a minimum of 50% of 1 UF to the same scheme. The amount will be transferred directly to the pension scheme (AFP).

As of December 2018, the contribution paid by ESO will be 4.5 UF.

## 10. Health Insurance System

LSM and her/his dependent family are covered by the Chilean health scheme of FONASA or ISAPRE. The monthly contributions, equivalent to at least 7% of salary, are paid by the LSM.



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