Outline of working conditions for Local Staff Members
October 2023
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.
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.

<table>
<thead>
<tr>
<th>Grades</th>
<th>Basic Salary Main Range (CLP, 1 October 2023)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>656 848 – 1 296 099</td>
</tr>
<tr>
<td>A2</td>
<td>865 980 – 1 669 241</td>
</tr>
<tr>
<td>A3</td>
<td>1 119 693 – 2 105 160</td>
</tr>
<tr>
<td>A4</td>
<td>1 419 074 – 2 568 723</td>
</tr>
<tr>
<td>A5</td>
<td>1 800 663 – 3 356 092</td>
</tr>
<tr>
<td>B1</td>
<td>2 347 069 – 4 416 418</td>
</tr>
<tr>
<td>B2</td>
<td>3 003 359 – 5 555 169</td>
</tr>
<tr>
<td>B3</td>
<td>3 775 598 – 6 743 455</td>
</tr>
<tr>
<td>C1</td>
<td>4 630 160 – 7 554 508</td>
</tr>
<tr>
<td>C2</td>
<td>5 848 407 – 9 179 487</td>
</tr>
<tr>
<td>C3</td>
<td>7 387 189 – 12 052 859</td>
</tr>
</tbody>
</table>
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 shifts 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.
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 (10-16 hr). Employees may vary the time of her/his arrival, breaks and departure time, on a daily basis.

6. Mobile working policy

ESO has a Mobile working policy for LSMs working at the Vitacura offices on a 5x2 system, to provide flexible working conditions that align with a better balance between work and private life obligations. Within the framework of this policy, LSMs can work up to 8 days per month (non-transferable) from a location outside EOS’s offices. Additionally, they have up to 18 additional days per calendar year. Approval for these mobile working days is only necessary when exceeding a certain number of consecutive days. Presence at the offices is required for at least 5 days every calendar month.

7. 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 31 October 2024, 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.

8. 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.
9. Special leave:

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

<table>
<thead>
<tr>
<th>Purpose</th>
<th># Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Serious illness of close relatives</td>
<td>10 per year</td>
</tr>
<tr>
<td>Serious illness dependent children (single or separated LSM)</td>
<td>5 additional</td>
</tr>
<tr>
<td>Marriage or Agreement Civil Union of LSM</td>
<td>5</td>
</tr>
<tr>
<td>Birth child of LSM</td>
<td>10</td>
</tr>
<tr>
<td>Adoption of a child</td>
<td>20</td>
</tr>
<tr>
<td>Deaths of spouse or civil cohabitant or child</td>
<td>7</td>
</tr>
<tr>
<td>Death of parents or siblings or a miscarriage</td>
<td>4</td>
</tr>
<tr>
<td>Death of parents in-law</td>
<td>2</td>
</tr>
<tr>
<td>Administrative (only 5 x 2 Observatory) per year</td>
<td>3</td>
</tr>
</tbody>
</table>

10. Installation grant

To be paid if ESO requests that the LSM change their residence to one of the defined pick-up points.

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

11. 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 four years. This advance is converted into UF which will be the currency denomination for future calculation.

12. Special indemnity

Every December, after a full year of service, an annual payment equivalent to 55% of the basic salary is granted, which will have an extra increase as follows:

- 15% for 2022,
- 15% for 2023.

Additionally, LSM will receive in February of each year (different months of payment might be requested), CLP 1 475 583 (as of 01.10.2023).
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):

- $8 \times 6$ or $7 \times 7 = 15\%$
- $5 \times 2 = 20\%$
- Occasional = 1.0% per day (Vitacura Staff)

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 in night shifts 7/7 receive an additional payment of 35% of the basic salary. The Local members of the personnel assigned partially receive the equivalent pro-rata proportion depending on the number of nights being performed.

Cleaning mirrors with CO₂.
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

In case of resignation, having worked for less than 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 remuneration, 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 their 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

The Director General may approve an advance not exceeding 3 monthly basic salaries, refundable in up to 36 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, partner, dependent children) or two persons if there are no dependent children, 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 to reach 100% of the remuneration.
- 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 6 months 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 (including pre-university courses and post-graduate studies) up to a ceiling of CLP 9 000 000 per year (for year 2023). 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 180 000 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 Jardín 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 (30%) and the Organisation (70%), 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 a contract of no less than one year, receive a monthly voluntary contribution from the organization into their individual capitalization account at the AFP, subject to the condition that the LSM makes a voluntary contribution to their pension fund.

The amount will be transferred directly to the pension scheme (AFP).

As of October 2023, the additional voluntary contribution to be paid by ESO amounts to 7 UF if the LSM’s voluntary contribution is 0.5 UF. This additional contribution increases at a rate of one (1) additional UF for every additional UF contributed by the LSM, up to a maximum of 10 UF.

<table>
<thead>
<tr>
<th>Voluntary contribution LSM</th>
<th>Voluntary contribution ESO</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 UF</td>
<td>0 UF</td>
</tr>
<tr>
<td>0.5 UF</td>
<td>7 UF</td>
</tr>
<tr>
<td>1.5 UF</td>
<td>8 UF</td>
</tr>
<tr>
<td>2.5 UF</td>
<td>9 UF</td>
</tr>
<tr>
<td>3.5 UF</td>
<td>10 UF</td>
</tr>
</tbody>
</table>

10. Health Insurance System

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