

EUMETSAT STAFF RULES

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PREAMBLE

- The Staff Rules of EUMETSAT set out the fundamental conditions of service.
- The Staff Rules have been adopted by the Council in conformity with Article 5 of the Convention of EUMETSAT.
- The Staff Rules can be amended by decision of the Council.
- Detailed provisions for the implementation of the Staff Rules shall, if necessary, be given in instructions laid down by the Director-General.

CHAPTER I
RIGHTS, OBLIGATIONS AND RESPONSIBILITIES
ARTICLE 1
GENERAL PROVISIONS

- 1** For the purpose of these Staff Rules, a "staff member" means any employee of EUMETSAT who holds a letter of appointment subject to the provisions of these Rules.
- 2** These Rules define the rights, benefits, duties and responsibilities of a staff member.
- 3** These Rules shall apply to all staff members. The Council shall decide to which extent these Rules apply to the Director-General.
- 4** These Rules shall not apply to experts and consultants of EUMETSAT except as may be provided in special Rules for them, or pursuant to the terms of their appointment by the Director-General.
- 5** The appointing and dismissing authority shall be:
 - a) the Council in respect of the Director-General,
 - b) the Director-General in respect of the staff members.
- 6** The Council shall approve the appointment and dismissal of senior staff. For the purpose of appointment and dismissal, the term senior staff shall be understood to mean the Directors of Department and the Financial Controller.
- 7** Specific job descriptions shall be laid down by the Director-General for each of the posts covered by these Rules. They shall be taken as a basis for allocating the appropriate grade, taking into account the nature of the duties involved, the level of responsibility and the qualifications required. The Director-General shall inform the Council of any changes in job descriptions when submitting the draft budgets. Council shall approve the grading of senior staff posts.

ARTICLE 2

DUTIES AND RESPONSIBILITIES

- 1** As the objectives of EUMETSAT are international in character, a staff member shall carry out his duties and conduct himself solely with the interest of EUMETSAT in mind; he shall neither seek nor take instructions from any government, authority, organisation or person outside EUMETSAT.
- 2** A staff member shall be subject to the authority of the Director-General and shall be responsible to him for the performance of his duties. In the performance of his duties as referred to in Article 18 of the Financial Rules of EUMETSAT the Financial Controller shall be subject only to the authority of the Council and shall be responsible only to the Council in the performance of his duties.
- 3** Staff members shall conduct themselves at all times in a manner compatible with their status as international civil servants. They shall avoid any kind of public pronouncement which might adversely reflect on EUMETSAT and on their status as international civil servants. While they are not expected to give up their national sentiments or their political and religious convictions, they shall at all times bear in mind the reserve and tact incumbent upon them by reason of their international status.
- 4** A staff member may neither seek nor accept from any source, whether directly or indirectly, any material or other benefit, the conferring of which might bring him into conflict with the obligations referred to in paragraphs 1, 2 and 3.
- 5** A staff member shall select a place of residence which will not interfere with the performance of his duties.
- 6** A staff member may not publish or have published or make any public statements on, whether on his own initiative or in collaboration with others, any matter dealing with the work of EUMETSAT, save with the consent of the Director-General. Any refusal of consent to a publication shall be explicit and supported by valid reasons.
- 7** Industrial property rights relating to work done by a staff member in the course of his duties shall be vested in EUMETSAT unless EUMETSAT waives them in favour of the staff member.
- 8** As regards copyright relating to work done by a staff member in the course of his duties, the staff member shall be bound to transfer such copyright to EUMETSAT if EUMETSAT asks him to do so.
- 9** Within the framework of the provisions of paragraphs 6, 7 and 8, the rights of the staff member in respect of industrial property rights and copyright shall be determined by the Council.

- 10** In the case of an invention made by a staff member and giving rise to an application for protection from EUMETSAT, an indemnity shall be paid to the staff member by EUMETSAT. The Council shall determine the procedures for implementing these provisions and the amount of each indemnity.
- 11** A staff member who wishes to engage in a secondary activity, of whatever nature, or to continue a secondary activity in which he was engaged prior to taking up his appointment, must seek the authorisation of the Director-General for so doing. Authorisation shall be considered to have been granted if it has not been expressly refused within a period of three months.
- 12** The authorisation referred to in paragraph 11 shall be granted only if the activity in question will not interfere with the performance of the staff member's duties and is compatible with his position as a staff member of EUMETSAT. Should the activity in question cease to meet the conditions laid down in this paragraph, authorisation shall be withdrawn.

ARTICLE 3

PRIVILEGES, IMMUNITIES AND PROTECTION OF STAFF MEMBERS

- 1** Should the privileges and immunities enjoyed by a staff member under the terms of the Protocol on the Privileges and Immunities of EUMETSAT be jeopardized at any time, the staff member concerned must immediately inform the Director-General.
- 2** EUMETSAT shall assist a staff member, or a former staff member, in any action brought against the authors of damage or injury to which the staff member, or former staff member, may be exposed by reason of his office or duties, particularly in any action brought against the authors of threats, insulting words or behaviour, slander or physical assault to his person or members of his family living in his household, or against the authors of threats or injury to their property.
- 3** EUMETSAT shall compensate a staff member, or a former staff member, for the material damage or injury referred to in paragraph 2 if he has not wilfully or through serious negligence himself been the cause of such damage or injury, and insofar as he has been unable to obtain redress from its authors.
- 4** To the extent to which he receives compensation from EUMETSAT for the damage or injury referred to in paragraph 2, a staff member, or a former staff member, shall make over to it any claims he may have against the authors of such damage or injury.

CHAPTER II

RECRUITMENT, CONTRACTS AND TERMINATION OF EMPLOYMENT

ARTICLE 4

RECRUITMENT

- 1** Recruitment must be so designed as to secure for EUMETSAT the services of officials of the highest ability, efficiency and integrity, account being taken of the international character of EUMETSAT.
- 2** Sufficient publicity must be given to Member States of any vacancy to enable the greatest possible number of candidates to compete. The period allowed for submission of applications after the issue of a vacancy notice shall be determined by the Director-General, but in all cases the period shall be at least six weeks.
- 3** The staff members shall be informed of each vacant post for which a recruitment procedure will take place.
- 4** Recruitment for posts for which the Director-General is the appointing authority shall be effected after receiving the advice of the Director of Administration, the Director of Programme Development, the Director of Operations and the Director of Technical and Scientific Support.
- 5** Recruitment of staff members will be limited to nationals of the Member States of EUMETSAT. In exceptional cases, the Council may waive this requirement. In recruiting staff members, the geographical distribution will be taken into account.
- 6** In principle, a staff member will be engaged at the lowest step of the grade of the post for which he is selected. Recruitment may, however, be at a higher step where this is justified by particular qualifications and experience.
- 7** A staff member may, exceptionally, be recruited at a lower grade within the same category than the approved grade of the function he will occupy if he does not, in full, have the necessary qualifications normally required for the relevant level of function, and if no other suitable candidate is available.
- 8** The appointment of a staff member may not be subject to any conditions of sex, marital status, race or religion. The appointment of a staff member is subject to his possession of full civil rights.
- 9** Engagement of a staff member shall be subject to a certificate from a doctor approved by EUMETSAT stating that the candidate has the requisite physical fitness for employment with EUMETSAT and for the duties of his post and that he is free from any defect or disease which would represent a risk to others.

ARTICLE 5

CONTRACTS

- 1** Two types of contracts may be awarded:
 - a) fixed-term renewable 2 to 5 year contracts; a second or subsequent contract may be for any period of time up to a maximum duration of five years.
 - b) contracts of indefinite duration. Contracts of type b) can only take effect after at least nine years of service under contracts of type a). The Director-General may award indefinite contracts only in exceptional cases with Council's approval.
- 2** In a letter of appointment it shall be mentioned for which function the staff member has been recruited, the grade and step, the starting date, the effective incremental date, the duration of the contract and the salary and allowances, to which the staff member is entitled. The letter of appointment shall furthermore specify that the appointment is subject to the provisions of these rules including any amendments which may be made thereto.
- 3** The Director-General shall inform a staff member in writing nine months before the termination of the contract of the staff member concerned whether or not he intends to offer him a further contract. However, if the second or subsequent contract is of nine months' duration, or less, the notification to inform the staff member in writing nine months before the termination of the contract may be waived by the mutual consent of the Director-General and the staff member concerned.
- 4** The age limit for service is sixty-five.

ARTICLE 6

ASSIGNMENT

- 1** The Director-General may transfer a staff member to fill a post other than that to which he is appointed. Functions and responsibilities related to this post must be of a comparable level to those of the post to which the staff member is appointed.
- 2** A staff member who is called upon to perform temporarily the duties of a staff member in a higher grade shall receive from the beginning of the third month of such temporary duties an allowance equal to twice the difference in the basic salary between the first and second step in his grade.
- 3** The duration of such temporary duties shall not exceed one year, except where, directly or indirectly, the posting is to replace a staff member who is seconded to another post in the interests of the service or absent on protracted leave.

ARTICLE 7

PROBATION

- 1** A staff member shall serve a probationary period before his appointment may be confirmed. The period of probation shall be six months unless extended.
- 2** One month at the latest before the end of a staff member's period of probation, a report shall be made on his ability to discharge the duties incumbent upon him and on his efficiency and conduct in the service. This report shall be communicated to the staff member concerned who may submit any observations in writing.
- 3** On consideration of the report referred to in paragraph 2, the Director-General shall decide either to confirm the appointment of the staff member concerned, or to terminate his employment. Before the Director-General decides in the negative way, he shall hear the staff member concerned.
- 4** In exceptional cases, the Director-General may decide to extend the period of probation for a maximum of three months before reaching a final decision.
- 5** In cases of obvious unsuitability of a staff member on probation, a report may be drawn up before the end of the period provided for in paragraph 2. On consideration of this report, the Director-General may decide to terminate the employment of the staff member concerned, following the rule mentioned in the second sentence of paragraph 3, before the end of the period of probation.
- 6** A staff member who is dismissed during or on completion of his period of probation shall receive compensation equal to two months' basic salary if he has completed at least six months' service and to one months' basic salary if he has completed less than six months' service, unless he is offered a post in the same grade in EUMETSAT or he is appointed to a vacant post in another international organisation of a comparable remuneration or, if he is employed in the public service, he has been immediately reintegrated in his national, civil or military administration.
- 7** A staff member may submit his resignation at any time during his period of probation. It shall be accepted with effect from the date proposed by the staff member, which may not be later than the date on which the period of probation would normally have ended.

ARTICLE 8
STAFF REPORT

- 1** A report on staff members, with the exception of the Financial Controller, shall be made by the Director-General or by the relevant Director of Department or Head of Division:
 - a) before the completion of their probationary period (see Article 7);
 - b) thereafter at least once every two years.
- 2** The report shall show the proficiency of the staff member concerned and shall include, when appropriate, proposals for advancement, transfer or termination of contract.
- 3** Before the ultimate signing of the report by the Director-General or by the relevant Director of Department or Head of Division, it should be communicated to the staff member concerned who may submit any observations in writing on the report and may ask for the report to be discussed.
- 4** A copy of the report shall be submitted to the staff member concerned if he so wishes.

ARTICLE 9

PENSION SCHEMES AND RETIREMENT

- 1** A staff member shall become eligible for a retirement pension at the age laid down in Annex VI.
- 2** The rights and obligations of a staff member in respect of his pension are laid down in Annex VI.
- 3** Pension rights shall continue to accrue to a staff member continuing to be employed after pensionable age, but his pension shall not exceed the maximum amount as mentioned in the Pension Scheme Rules.
- 4** If a staff member retires before pensionable age, payment of his retirement pension shall be deferred until he reaches that age.

However, a staff member who retires before pensionable age may request early payment of his pension at a reduced rate, provided he has reached the minimum age laid down in Annex VI.

- 5** A staff member found by the Invalidity Board to fulfil the requirements of the Pension Scheme Regulations relating to permanent total invalidity shall cease to perform his duties and shall receive an invalidity pension according to the Regulations of the Pension Scheme in this respect.
- 6** Chapter XII of Annex VI-A shall apply to staff members whose service began in one of the other Coordinated Organisations before 1 July 1974 and who took up duty at EUMETSAT on or after 1 July 2012.

ARTICLE 10

TERMINATION

- 1** EUMETSAT has the right to terminate contracts for the following reasons:
 - a) if the staff member does not give satisfactory service, or is incapacitated for service;
 - b) if the country of which he is a national ceases to be a member of EUMETSAT, unless otherwise decided by the Council;
 - c) as a result of disciplinary action;
 - d) if the post which he holds is eliminated.
- 2** The termination of a contract shall be notified in writing to the staff member concerned.
- 3** If the staff member is absent on sick leave at the time of notification of the termination of his contract, the period of notice to which he is entitled shall be prolonged by the time of that sick leave after the notification, notwithstanding the provisions given in Article 12, paragraph 2 and Article 34.

ARTICLE 11

RESIGNATION

- 1** A staff member wishing to resign shall give advance notice of his intention in writing to the Director-General through his Head of Division or Director of Department.
- 2** The Director-General shall acknowledge receipt of the resignation. This resignation is then irrevocable unless otherwise mutually agreed.
- 3** Resignation shall not be a reason to preclude disciplinary action.

ARTICLE 12

SEPARATION

- 1** Apart from death, separation from EUMETSAT may take one of the following forms:
 - a) resignation: a separation initiated by the staff member himself (see Article 11);
 - b) termination of contract: when not offered a further contract (see Article 5) or on the initiative of the appointing authority during the period of contract;
 - c) dismissal: a disciplinary separation (see Article 36);
 - d) retirement (see Article 9);
 - e) discharge as a result of reduction of establishment (see Article 10).
- 2** A separation in a form as given in a), b) and e) of paragraph 1 will not become effective during a period when a staff member is on sick leave or on extended sick leave as provided for in Article 34. The staff member may request the Director-General in writing for this provision to be lifted.

ARTICLE 13

PERIOD OF NOTICE

- 1** During the probationary period a staff member may resign at any time.
- 2** After the confirmation of his appointment, a staff member may resign by giving a three months' notice.
- 3** The appointing authority may terminate a fixed term contract with a period of notice of three months and an indefinite contract with a period of notice of six months.
- 4** In special circumstances and during the period of notice, a staff member can be released from his duties without loss of income.

CHAPTER III
SALARIES AND ALLOWANCES
ARTICLE 14
GENERAL PROVISIONS

- 1** A staff member who is duly appointed shall be entitled to the remuneration carried by his grade and step. He may not waive his entitlement to remuneration.
- 2** Unless otherwise specified, remuneration or emoluments shall comprise basic salary and, where appropriate, any allowance and indemnity.
- 3** Remuneration shall be paid in the local currency of the duty station except in the case where an education allowance will be paid for a child attending an educational establishment outside the host country in which case the allowance will be paid in the currency of that country.
- 4** Remuneration of the staff members shall be subject to reviews and may be adjusted by the Council.
- 5** In the event of a staff member's death, the surviving spouse or dependants shall receive the deceased's full remuneration until the end of the third month after the month in which the death occurred. Travel expenses and removal expenses for the surviving spouse and/or dependent child(ren) will be reimbursed in accordance with Article 23.2 and Article 25, respectively.
- 6** Unless specified otherwise in the Staff Rules and Staff Instructions, remuneration shall be paid monthly in arrears into the staff member's bank account.
- 7** The amounts of basic salary and other elements of remuneration are fixed in Annex I. These amounts are net amounts after the application of the internal tax in Annex II.
- 8** Where spouses employed by EUMETSAT or by another international organisation are both entitled to family allowances (household allowance, dependants' allowance, education allowance), these shall be payable only to the person whose basic salary is the highest.

- 9** For the purposes of these Staff Rules, a registered partnership is a partnership of mutual dependence between two partners that has been recognised by law in one of the EUMETSAT Member States.

Staff members who have entered into such a partnership shall be considered as married staff members and their partners as spouses under these Staff Rules, provided that all of the following conditions are met:

- a) the partner must be at least 18 years old;
- b) the partnership can only be with one person at a time;
- c) no family relationship between the partners exists that would preclude their marriage under the relevant national law; and
- d) neither of the partners is married or has already entered into another registered partnership. For any such relationship, proof must be produced that it has been legally terminated.

ARTICLE 15

HOUSEHOLD ALLOWANCE

- 1** The household allowance shall be 6% of the basic salary of a staff member; the monthly amount thereof shall not, however, be less than the corresponding amount payable to a staff member in grade B3, step 1.
- 2** The household allowance shall be granted:
- a) to a married staff member; or
 - b) to a staff member who has one or more dependants within the meaning of Article 16.
- 3** In the case of a married staff member who has no dependants and whose spouse is gainfully engaged, the allowance payable, within the overall maximum of 6% of the basic salary and the minimum laid down in paragraph 1 above, shall be equal to the difference between the basic salary carried by grade B3, step 1, increased by the amount of the allowance to which the staff member is theoretically entitled, and the amount of the professional income of the spouse. If the latter amount is equal to or more than the former, the staff member shall not be entitled to the allowance.

ARTICLE 16

DEPENDANTS' ALLOWANCE

1 A dependants' allowance shall be payable under the conditions laid down in this Article to a staff member who has:

- one or more dependent children;
- one or more handicapped children;
- one or more other dependants.

I. Dependent Children

2 "Dependent child" means the legitimate, natural or adopted child of a staff member or of his spouse, who is mainly and continuously supported by a staff member and who is not gainfully employed.

The same shall apply to:

- a) a child for whom an application for adoption has been lodged and the adoption procedure started; and
- b) any other child who has been given a home by the staff member and to whom the Director-General has granted dependant status.

3 The allowance shall be granted:

- a) automatically for children under eighteen years of age;
- b) on application by a staff member with supporting evidence, for children between eighteen and twenty-six who are receiving educational or vocational training.

4 Payment of the allowance in respect of a child prevented by serious illness or invalidity from earning a livelihood shall continue throughout the period of that illness or invalidity, irrespective of age.

5 The amount of the allowance shall be as defined in Annex I.

II. Indemnity for handicapped child and reimbursement of educational or training expenses related to the handicap

6 Any official with a dependent child medically certified as suffering from a handicap and necessitating either special care, supervision or special education or training, not provided free of charge, may claim under these provisions, whatever the age of the child.

7 Entitlement

- i) Entitlement to the indemnity and reimbursement of expenses under these rules shall be by decision of the Director-General having regard to the nature and degree of the handicap.
- ii) The Director-General shall consult a board which he shall constitute for the purpose and which shall include at least one independent medical practitioner.
- iii) The decision shall specify the period of the entitlement, subject to review.

8 Assessment of the nature and degree of the handicap

- i) The criterion for assessing entitlement to the benefits specified in Article 16-II shall be the serious and continuing impairment of physical or mental activities.
- ii) Children may be deemed to be handicapped when they suffer from:
 - serious or chronic affection of the central or peripheral nervous system, however caused, such as encephalopathies, myelopathies or peripheral paralysis;
 - serious affection of the locomotive system;
 - serious affection of one or more sensory systems;
 - chronic and disabling mental illness.
- iii) The above list is not exhaustive but indicative only. It does not constitute the definitive basis for assessing the degree of handicap.

9 Expenses taken into account for reimbursement

- i) A claim for reimbursement under these Rules shall be made solely in relation to expenses incurred in order to provide the handicapped child with education or training specially adapted to his needs and designed to obtain the highest possible level of functional capability and which are not of the same kind as those taken into account for the purposes of the education allowance.
- ii) The Director-General shall assess the reasonableness of the expenses for which reimbursement is claimed.

10 Amount of the indemnity and rate of reimbursement

- i) The amount of the indemnity for a handicapped child shall be equal to the amount of the dependent child allowance and shall be additional thereto.
- ii) Reimbursement of education or training expenses described in Article 17-III, shall be at the rate of 90 per cent.

11 Non-cumulation

- i) Any official receiving the indemnity for a handicapped child must declare payments of a similar nature received from any other source by himself, his spouse or the handicapped child. Such payments shall be deducted from the indemnity paid under these Rules.
- ii) The amount of expenses incurred as defined in paragraph 9 above, shall be calculated after deduction of any payment received from any other source for the same purpose.

12 Period of application

The provisions relating to expenditure on education or training shall come into force on 1 January 1992 and shall be reviewed with a view to possible change on 1 July 1994.

III. Other Dependents

- 13 An allowance equal to the amount of the allowance for a dependent child may be granted by the Director-General on the basis of supporting evidence where a staff member or his spouse mainly and continuously supports a parent or other relative, by blood or marriage, by virtue of a legal or judicial obligation, if such a notion exists under the national law of such staff member. If such a notion does not exist, the extent of the obligation shall be assessed by analogy, according to the circumstances so as to achieve equality of treatment among all members of the staff.

ARTICLE 17

EDUCATION ALLOWANCE

I. Conditions of Award

- 1** Staff members entitled to the expatriation allowance with dependent children as defined according to the Staff Rules, regularly attending on a full-time basis an educational establishment, may request the reimbursement of educational costs under the following conditions:
 - a) in respect of children in compulsory education up to completion of secondary level of education,
 - b) in respect of children at post-secondary level of education for studies carried out in the country of which the staff member or the child's other parent is a national or in the duty country. If duly justified by the staff member, for reasons of continuity in following an educational cycle or if educational costs are lower in a third country, an exception to this rule can be granted by the Director-General.

2 Exceptions

- i)** By way of exception, staff members not qualifying under the terms of paragraph 1 above may request payment for education in any of the following situations:
 - a) subject to a decision of the Director-General, the allowance can be granted for education in the duty country, if no school or university corresponding to the child's educational cycle is available within 80 km distance from the official's duty station or home, or,
 - b) in the case of transfer or recruitment from another international organisation where the staff member was entitled to the education allowance, and a dependent child must, for imperative educational reasons, continue an educational cycle commenced prior to the date of transfer or recruitment other than for post-secondary level education and which is not part of the national educational system of the host country.

Entitlement to the education allowance resulting from the application of paragraph 2.i.b above, may not exceed the duration of the educational cycle.

- ii)** The Director-General may decide whether to grant exceptionally the education allowance to staff who are not entitled to the expatriation allowance and who are not nationals of the duty country provided they were granted an education allowance or reimbursement of educational costs before their recruitment by EUMETSAT.

- 3** Entitlement to the education allowance shall start on the first day of the month during which the child begins to attend school and not earlier than the age corresponding to the compulsory age of education of the national system followed by the school. It shall finish when the child stops full-time studies, or not later than the end of the month in which the dependent child allowance will no longer be paid.

- 4** Unless otherwise stated production of bills, paid invoices or receipts will be required for the reimbursement of educational costs mentioned in paragraph 5 below, except if such items are included in a possible lump sum payment as defined in paragraph 7 and the Appendix.

II. Expenditure for Educational Purposes

- 5** The following items of expenditure shall be taken into account for the reimbursement of educational costs:
 - a) school or university registration fees;
 - b) general fees for schooling and education charged by the education establishment.

Expenses on special courses and activities that are not normally part of the child's basic course of studies shall not be taken into account. Under no circumstances shall the cost of related equipment be reimbursed;

 - c) examination fees;
 - d) tuition fees for private lessons on condition that:
 - tuition is given in subjects which are not contained in the child's syllabus but are part of the compulsory national education programme of the country of which the staff member is a national, or
 - tuition is required to enable the child to adjust to the educational curriculum of the institution attended, or to enable the child to become familiar with the language spoken in the area in which the child lives if the education is given in another language.

In all these cases, tuition fees may be taken into account for an adjustment period of not more than two years;
 - e) daily expenses on travel between the educational institution and home by public transport or school bus. Reduced fares must be taken into consideration. Where a private car is used or when no public transport or school bus is available, an amount equal to 10% of the dependent child's allowance shall be taken into account;

- f) where the child does not live at the staff member's home, expenditure on half-board, or on board and lodging, is paid against bills, paid invoices or receipts up to the limit of 2 times the annual dependent child allowance of the country in which the child studies. If no bills, paid invoices or receipts are provided, 1.5 times the annual dependent child allowance shall be taken into account,
- g) purchase of school books as required by the curriculum and compulsory school uniforms.

III. Amount of Reimbursement

- 6 Reimbursement of educational costs mentioned in paragraph 5 above shall be made according to the rates, ceilings and conditions below, each case being treated individually:
 - a) Standard rate: 70% of the educational costs up to a ceiling of 2.5 times the annual amount of the dependent child allowance;
 - b) Country of nationality rate (if different from country of duty): 70% of educational costs up to a ceiling of 3 times the annual amount of the dependent child allowance if the child is educated in a country of which the staff member or the other parent is a national;
 - c) Increased rate: 70% of educational costs up to a ceiling of 4 times the annual amount of the dependent child allowance provided that:
 - i) educational expenditure as defined in paragraphs 5 a) and b) is excessively high;
 - ii) such costs are for education up to completion of the secondary cycle; and
 - iii) are incurred for imperative educational reasons;
 - d) Exceptional rate: up to 90% of total educational costs up to a ceiling of 6 times the annual rate of the dependent child allowance provided that:
 - i) educational costs as defined in paragraphs 5 a) and b) are exceptional, unavoidable and excessively high, according to the judgement of the Director-General;
 - ii) such costs refer either to education up to completion of the secondary cycle or are costs as defined in paragraphs 5 a) and b) for the post-secondary cycle; and,
 - iii) costs are incurred for imperative educational reasons.
- 7 For the application of paragraph 6, the Council may authorise the Director-General to reimburse educational costs referring to paragraphs 5 c) to g) on a lump sum basis in accordance with the Appendix below.

- 8** Children over 18 years, whose educational establishment is more than 300 km away from the duty station, are entitled to one round trip per year to the duty station or the home leave destination on condition that the amount does not exceed the cost of one round trip between the duty station and the place approved for home leave. In addition children under 18 years, whose educational establishment is more than 300 km away from the duty station, are entitled to reimbursement of 70% of the cost of two further round trips per year on condition that the amount of each trip does not exceed the equivalent percentage of the cost of a round trip between the duty station and the place approved for home leave. In both cases mentioned above, the home leave travel will replace one educational trip in the year when home leave is taken. It shall be reimbursed according to Article 23 of the Staff Rules.

- 9** No reimbursement of educational costs will be made unless admissible costs listed in paragraph 5 are higher than an amount equivalent to the annual expatriated child allowance. In those cases where reimbursement is made, the amount equivalent to the annual expatriated child allowance shall be deducted from the amount paid.

- 10** The amounts of any allowance received from other sources (scholarships, study grants, etc.) as well as other reimbursements of school costs from other sources for the education of the dependent child, shall be deducted from the expenditure incurred for education mentioned in paragraph 5 above.

IV. Payment of the Reimbursement

- 11** At the beginning of each school year a staff member requesting reimbursement of educational costs shall inform the administration as fully as possible of the expenditures which will be incurred for the education of each child. At the end of the school year the staff member shall provide evidence of reimbursable expenditure during the school year in order to allow the final calculation of the reimbursement, according to provisions set out in paragraph 4 above.

- 12** The Director-General shall decide on the modalities of the reimbursement of the educational expenditures mentioned under paragraph 5 above.

- 13** The staff member shall inform the administration of any changes of circumstances which affect the entitlement to or the level of the reimbursement of educational costs and of any allowance (scholarships, study grants, etc.) and other reimbursements of educational costs, received from another source.

- 14** In the case of International Schools, such as the “European School in Frankfurt”, EUMETSAT may make direct payment of school fees on behalf of the staff member. The staff member shall reimburse EUMETSAT for any amount in excess of his entitlement to educational allowance calculated in accordance with paragraph 6 above.

Exceptionally, and at the written request of the staff member, this payment schedule may be varied where paragraph 6 above applies to school fees are invoiced in three instalments or less. The payments shall not exceed one third of the annual admissible allowance where three instalments are made and proportionally for fewer instalments.

Staff Rules

- 15** A staff member leaving EUMETSAT shall reimburse the Organisation for any payment made by EUMETSAT in excess of the accrued entitlement to education allowance at the date of leaving.

V. Implementation

- 16** Notwithstanding the specific competencies conferred in the provisions above on the Council, the Director-General shall establish instructions for implementation of these rules.

VI. Transitional Measures

- 17** Children of staff members who will no longer be entitled to the education allowance when these rules have entered into force, will nevertheless be covered by the previous rules until they have finished the educational cycle (primary, secondary, post-secondary) they attended at the beginning of the academic year in question.

VII. Entry into Force

- 18** The terms of application of the education allowance shall come into force at the beginning of the school year 2006/2007.

Appendix to Article 17

Since Article 17.7 authorises Council to choose whether to reimburse part of the educational costs on a lump sum basis, this Appendix provides the rules to follow if such a decision is made.

- 1** It is stated in Article 17.7 that for the application of Article 17.6, Council may authorise the Director-General to reimburse educational costs, referring to Articles 17.5 c) to g), on a lump sum basis. In this case Council shall decide within the ceilings foreseen in Article 17.5 f) and Article 17.6, the rate of reimbursement and the lump sum applied. Thus where the Director-General considers that the administration of the education allowance will be simplified through the implementation of the lump sum approach and, where such implementation makes sense from an operational viewpoint, the Director-General may make a proposal on the modalities of this approach to Council.
- 2** Except in cases mentioned in Article 17.6 d), Council may authorise the Director-General to reimburse educational costs mentioned in Article 17.5 f) on the one hand and Articles 17.5 c), d), e) and g) on the other, on a lump sum basis. When the total amounts of these lump sums do not exceed 1.7 times the annual child allowance, the reimbursement of educational costs mentioned in Articles 17.5 a) and b) may reach 80% for cases mentioned in Articles 17.6 a) to c). The total amount of the reimbursement of the educational costs may not exceed the respective ceilings mentioned in Articles 17.6 a) to c).

ARTICLE 18

EXPATRIATION ALLOWANCE

A - Rules applicable to Staff recruited by EUMETSAT before 1 January 1996 and re-engaged (within the meaning of Article 5 of the Staff Rules) without a break in service.

- 1** An expatriation allowance shall be payable to staff members in Categories A, L and B who, at the time of their appointment:
 - a) were not nationals of the State in whose territory their place of employment is situated; and
 - b) were not continuously resident within the territory of the State for at least three years, no account being taken of previous service in their own country's administration or with other international organisations.
- 2** This allowance shall also be paid to staff members in the same categories who, although nationals of the State in whose territory their place of employment is situated, have been continuously resident for at least ten years in another State at the time of their appointment, no account being taken of previous service in their home country's administration or with other international organisations.
- 3** When any point on the frontier of the country of which a staff member is a national is within a radius of 50 kilometres from the duty station, such a staff member shall not be entitled to the expatriation allowance and the related education allowance and home leave unless he supplies proof that he has established his actual and habitual residence in the country of employment or, exceptionally and subject to agreement by the Director-General, in another country of which he is not a national, taking into account his family circumstances.
- 4** Under special circumstances and for sound and sufficient reasons, exceptions to the rule in paragraph 3 may be made by the Director-General.
- 5** The rates of the expatriation allowance shall be 20% of the basic salary for staff members in receipt of the household allowance and 16% of the basic salary for staff members not in receipt of the latter allowance.
- 6** In no circumstances shall the total of the amounts provided for in paragraph 5 be less than the amount of the expatriation allowance due to a staff member in grade B3, step 1.
- 7** Staff members entitled to the expatriation allowance who are not in receipt of an education allowance shall receive a supplement to their expatriation allowance for each dependent child, as set forth in Annex I to these Staff Rules.
- 8** Where spouses employed in the same country by EUMETSAT are both non-residents and are both in receipt of an expatriation allowance, the allowance shall be fixed at 16% of the basic salary, irrespective of whether one of them is in receipt of the household allowance or not.

B - Rules applicable to Staff appointed by EUMETSAT between 1 January 1996 and 5 July 2012 and re-engaged (within the meaning of Article 5 of the Staff Rules) without a break in service.

9 Entitlement

The expatriation allowance shall be paid to staff in Categories A, L and B who, at the time of their appointment by the Organisation, were not nationals of the host State and had not been continuously resident on that state's territory for at least one year, no account being taken of previous service in their own country's administration or with other international organisations. In the event of an official who has been entitled to expatriation allowance taking up duty in the country of which he is a national, he shall cease to be entitled to the expatriation allowance.

10 Rate of allowance

- i) The rate of the allowance during the first ten years of service shall be
 - 18% of basic salary for staff entitled to household allowance
 - 14% of basic salary for staff not entitled to household allowance
- The allowance shall be calculated on the first step in grade of recruitment or promotion irrespective of any increase in the official's basic salary by movement up the incremental scale and shall be adjusted in the same proportions and at the same date as basic salary.
- ii) In years eleven, twelve and thirteen, the allowance at the rate of 18% shall be reduced by one percentage point per year to 15% and the allowance at the rate of 14% shall be reduced by one percentage point per year to 11%. During this period, and thereafter, the allowance shall be adjusted in the same proportions and at the same date as basic salary.
- iii) In the event of an official who has been employed by another international Organisation taking up duty directly with EUMETSAT or in the event of a member of the administration or armed forces of the country of origin taking up duty directly with EUMETSAT without changing country, the previous service in the host country will be taken into account in determining the application of paragraphs 10.i and 10.ii above.
- iv) Staff members entitled to the expatriation allowance who are not in receipt of an education allowance shall receive a supplement to their expatriation allowance for each dependent child, as set forth in Annex I to these Staff Rules.

11 Couples

- i) Where spouses are both non-resident and are both employed in the same country by EUMETSAT or by EUMETSAT and another international organisation they shall each be entitled to an expatriation allowance at the rate of 14% whether or not they are entitled to the household allowance or at the rates on the reduction scale which correspond to the number of each spouse's years of service.
- ii) Officials already in the service of EUMETSAT at 1 January 1996 and receiving the expatriation allowance in force at that date shall, on the occasion of their marriage, be treated in the same way as other serving staff who took up service before 1 January 1996.

C – Rules applicable to Staff appointed by EUMETSAT on or after 6 July 2012 and re-engaged (within the meaning of Article 5 of the Staff Rules) without a break in service.

12 Entitlement

- i) The expatriation allowance shall be paid to staff in Categories A, L and B who, at the time of their appointment by the Organisation:
 - a) were not nationals of the duty country; and
 - b) had not been continuously resident in the duty country for at least one year, no account being taken of previous service in international organisations or in the administration or armed forces of the country of which they are nationals; and
 - c) were resident outside the local commuting area of the duty station.

The “local commuting area” shall be defined as a radius of 100 kilometres from the duty station.

- ii) In the event a staff member has been entitled to the expatriation allowance and is reassigned in a duty station where he does not meet the eligibility criteria in respect of this duty station, he shall cease to be entitled to the expatriation allowance.
- iii) In the event a staff member has not been entitled to the expatriation allowance and is reassigned in a duty station where he meets the eligibility criteria in respect of this duty station, he shall begin to be entitled to the expatriation allowance.
- iv) In the event a staff member of an international organisation or a member of the administration or armed forces of the country of which he is a national takes up duty with the Organisation without changing country, paragraph 12(i)(c) above shall not apply.

13 Rate of the allowance

- i) The rate of the expatriation allowance shall be:
 - a) 10% of the reference salary for the first five years of service;
 - b) 8% of the reference salary during the sixth year of service;
 - c) 6% of the reference salary during the seventh year of service;
 - d) 4% of the reference salary during the eighth year of service;
 - e) 2% of the reference salary during the ninth year of service;
 - f) 0% of the reference salary as of the tenth year of service;
- ii) The reference salary on the basis of which the expatriation allowance shall be calculated shall be the basic salary for the first step in the grade held by the staff member.

- iii)** In the event a staff member is appointed by the Organisation directly after having been employed in the duty country by an international organisation or by the administration or armed forces of which the staff member is a national, the years of service with such previous employer will be taken into account for determining the rate of the expatriation allowance, in accordance with paragraph 13(i) above.
- iv)** In the event a staff member is reassigned to a new duty station and meets the eligibility criteria in respect of this duty station, the rate of the expatriation allowance shall be set at 10% and shall then be reduced in accordance with paragraph 13(i) above.
- v)** The expatriation allowance shall be paid into the staff member's bank account twice a year as a lump sum in accordance with the payment schedule defined in the related Staff Instruction as laid down by the Director-General.

14 Couples

- i)** Where spouses are both non-resident and are both employed in the same country by EUMETSAT or by EUMETSAT and another international organisation, they shall each receive an expatriation allowance at the rate corresponding to their respective years of service, as determined in accordance with paragraph 13(i) to 13(iv) above.
- ii)** A staff member already in service at EUMETSAT before 6 July 2012 and receiving the expatriation allowance in accordance with Sections A or B of the present Article shall, on the occasion of his marriage, be treated in the same way as other serving staff to whom Sections A or B apply.

15 Verification of eligibility

- i)** Where any point on the frontier of the country of which the staff member is a national is within a radius of 100 kilometres from the duty station, such a staff member shall not be entitled to the expatriation allowance unless he supplies proof that he has established his actual and habitual residence in the duty country or, exceptionally and subject to agreement by the Director-General, in another country of which he is not a national, taking account of his family circumstances.
- ii)** Staff members receiving the expatriation allowance shall notify the Organisation of any change in their place of residence.
- iii)** Under special circumstances and for sound and sufficient reasons, exceptions to paragraph 15(i) may be made by the Director-General.

16 Related allowances

- i)** Staff members who are entitled to the expatriation allowance but are not in receipt of an education allowance shall receive a supplement to their expatriation allowance for each dependent child, as set forth in Annex I to these Staff Rules.
- ii)** The reduction of the rate of the expatriation allowance to 0% shall not disqualify the staff member for entitlement to the education allowance, the expatriated child allowance or home leave.

ARTICLE 19

INSTALLATION ALLOWANCE

1 Eligibility

- i) Staff members whose actual and habitual residence at the time of their appointment by EUMETSAT for an appointment of at least one year, or of their transfer for at least one year to a different duty station, is more than 100 kilometres away from their assigned duty station and who can prove and confirm by submitting the appropriate documentation that they have in fact moved their residence in order to take up duty, are eligible for the installation allowance.
- ii) Staff members satisfying the conditions laid down in paragraph 1(i) but who are hired for less than a year and whose appointment or consecutive appointments are extended beyond one year shall also be eligible for the installation allowance.

2 Basic amount of the allowance

i) Staff members not entitled to the expatriation allowance

For staff members not entitled to the expatriation allowance, the basic amount shall equal one month's basic salary, up to the ceiling defined in the table in Annex X Staff Rules of the applicable country of the duty station.

ii) Staff members entitled to the expatriation allowance

For staff members entitled to the expatriation allowance, the basic amount shall equal one month's basic salary, up to a ceiling defined in the table in Annex X Staff Rules of the applicable country of the duty station.

A staff member who will receive the expatriation allowance in his new duty station shall be considered as entitled within the meaning of this provision.

3 Supplement for change in geographical zone

- i) A supplement of 75% of the basic amount shall be granted to staff members entitled to the expatriation allowance who change geographical zone in order to settle their actual and habitual residence in the vicinity of the assigned duty station.
- ii) The geographical zones shall be defined as follows: EME (Europe and Middle East), Africa, Americas (North, Central and South America), Asia and Pacific (Far East and Pacific countries).

4 Supplement for dependants

The spouse of the staff member, within the meaning of the Staff Rules, or, in the absence of a spouse, the first dependant, within the meaning of the Staff Rules, shall give right to an increase of the basic amount by 20%. Any other dependant shall give right to an increase of 10%. The increase for dependants shall not exceed 100% of the basic amount.

5 Supplement for mobility

- i) A supplement of 75% of the basic amount shall be granted to staff members who settle their actual and habitual residence in a different duty station more than 100 kilometres away as a result of their transfer for at least one year within EUMETSAT.
- ii) The supplement for a change in geographical zone referred to in paragraph 3(i) above and the supplement for mobility referred to in paragraph 5(i) above may not both be granted in respect of the same installation.

6 Payment of the allowance

- i) The allowance shall be payable when the eligible staff member takes up duty or is transferred to a different duty station within EUMETSAT.
- ii) The supplement for dependants referred to in paragraph 4 above is calculated and paid upon justification that each individual related to this increase has settled his actual and habitual residence with the staff member at the duty station.
- iii) A staff member who resigns within the year that follows his appointment or his transfer to a different duty station shall pay back the installation allowance on a pro rata basis for the time remaining to reach twelve months.
The Director-General may authorise an exception to the provision governing reimbursement where strict application might cause special hardship.
- iv) A staff member shall not pay back the allowance if the Organisation terminates a staff member's appointment within the year following his appointment or transfer. However, this provision does not apply when the Organisation terminates the appointment as a result of disciplinary action, in which case the staff member shall reimburse the totality of the allowance.
- v) The allowance shall not be paid back to the Organisation when the staff member is successively reappointed by EUMETSAT after the termination of his previous appointment.

7 Transitional measure

For cases of transfer to a different duty station within EUMETSAT of staff members appointed prior to the entry into force of these new installation allowance rules, the installation allowance rules in place immediately before the present ones and reproduced in Annex X shall remain in effect until 31 December 2018.

8 Entry into force

These installation allowance rules shall enter into force on 1 January 2015.

ARTICLE 20

RENT ALLOWANCE

- 1** A staff member in grade A1, A2, L1 or L2 or in the categories B and C shall be entitled to a rent allowance provided that he satisfies the following conditions:
 - a) that he does not own, in the place of his duty station, a dwelling suitable to his grade and family circumstances;
 - b) that he is the tenant or sub-tenant of furnished or unfurnished premises suitable to his grade and family circumstances;
 - c) that the rent paid, excluding all charges, exceeds the proportion of his emoluments specified in paragraph 4 below.
- 2** The rent allowance shall not be granted to married staff members who do not receive the household allowance.
- 3** A staff member shall supply the Director-General, on request, with all information necessary to ensure that the above mentioned conditions are satisfied and to determine the amount of the allowance to which he is entitled.
- 4** The amount of the allowance shall be a proportion of the difference between the actual rent paid, excluding all charges, and the following nominal sums:
 - 15% of the emoluments of staff members in category C and of staff members in category B up to and including grade B4;
 - 20% of the emoluments of staff members in grades B5 and B6;
 - 22% of the emoluments of staff members in grades A1 and A2, L1 and L2.
- 5** The said proportion shall be 50% in the case of unmarried staff members and married staff members entitled to the household allowance with no dependants, 55% for staff members with one dependant and 60% for those with two or more dependants, provided that in no case the amount of the allowance shall exceed:
 - 10% of the emoluments of the staff member concerned in the case of staff members in category C and in grades B1 to B4 inclusive;
 - 5% of the emoluments of the staff member concerned in the case of staff members in grades B5 and B6, A1 and A2, L1 and L2.
- 6** For the purpose of this Article, emoluments shall be deemed to mean basic salary (including any adjustments granted under the salary adjustment procedure) with the addition of any expatriation, household and language allowances and with the deduction of contributions to the Pensions Scheme, Social Security and Supplementary Insurance.

ARTICLE 21
LANGUAGE ALLOWANCE

- 1** If a staff member in grade B1 or B2 in the course of his employment is required to use more official languages than laid down in his job description and proves good knowledge in those languages, a language allowance may be granted by the Director-General for the use of each such language.
- 2** For each additional language the amount of the allowance shall be equal to an increase in incremental step in grade B2.

ARTICLE 22
EXPENSES

- 1** A staff member shall be entitled, as provided for in the Articles 23, 24, 25 and 26 hereinafter, to reimbursement of expenses actually incurred by him on taking up appointment or leaving the service and also to reimbursement of expenses incurred by him in the course of or in connection with the performance of his duties.
- 2** Advances may be granted to staff members:
 - a) to provide for mission expenses;
 - b) to allow newly recruited staff members to enter into service, to install themselves in the area where they are to be employed and to assist them in their first essential expenses.
- 3** The reimbursement of expenses as provided for in the Articles 23 and 25 hereinafter will be refused in whole or in part:
 - a) if all or part of the expenses in question are borne by a government or any other authority, or if such expenses can be met by virtue of a right acquired by him before his appointment;
 - b) when the request for reimbursement has not been presented within one year from the date of leaving EUMETSAT;
 - c) when leaving EUMETSAT of his own free will before having completed twelve months' service.

ARTICLE 23

STATUTORY TRAVEL EXPENSES

- 1** A staff member shall be entitled, in accordance with Staff Instructions laid down by the Director-General, to reimbursement of travel expenses actually incurred:
 - a) when taking up appointment, for the journey from his place of work at time of recruitment to his place of employment;
 - b) when taking home leave for the outward and return journey between the place of employment and his home (see Article 33);
 - c) when travelling to a new place of work, as requested by EUMETSAT;
 - d) on leaving the service of EUMETSAT, either:
 - for the journey from the place of employment to his home, or
 - for the journey from the place of employment to any other place, provided that the expenses reimbursed in this case do not exceed those which would have been authorised for travel from the place of employment to his home.
- 2** A staff member who is entitled to the household allowance shall be entitled, in accordance with sub-paragraph (1), a), c) d) of this Article, to the reimbursement of the travel expenses actually incurred by his spouse and dependent children on joining the staff member at his place of employment and his home on leaving the service of EUMETSAT.
- 3** A spouse and dependent children, for the purposes of this Article, shall be assimilated to the grade of the staff member concerned.
- 4** A staff member shall also be entitled to the reimbursement of travelling expenses in respect of a person in charge of his dependent children only when such person accompanies the children on the journey and the children are under thirteen years of age. However, when a child of a staff member attains the age of thirteen years during the time of his appointment, the cost of the return journey of that person may be reimbursed by EUMETSAT.
- 5** The Director-General may, under exceptional circumstances, authorise the payment of travel expenses for other dependants of staff members who have received a dependants' allowance.

ARTICLE 24

ADVANCES AND FINANCIAL ASSISTANCE

- 1** A staff member may be granted advances on his emoluments up to one half of his total emoluments for the current month.
- 2** Special financial assistance in the form of a loan without interest may be given to a staff member in financial distress arising out of an accident, serious illness or family difficulties. Such loans shall be repayable within a period not exceeding ten months and shall not exceed the amount of three months' emoluments.

ARTICLE 25

REMOVAL EXPENSES

- 1** A staff member shall be entitled to reimbursement of expenses actually incurred for the removal of personal effects on taking up appointment provided that this appointment is confirmed at the end of the probationary period, and on leaving the service.
- 2** Reimbursement of expenses incurred for removal of personal effects, including packing, will be made up to the following limits:

CATEGORY	STAFF MEMBERS ENTITLED TO HOUSEHOLD ALLOWANCE	OTHERS
A and L	8,000 kg or 40 cu.m.	4,000 kg or 30 cu.m.
B and C	4,000 kg or 30 cu.m.	2,500 kg or 20 cu.m.

plus 500 kg or 4 cu.m. per dependent child.

- 3** A staff member shall be required for the purposes of this Article to submit to the Director-General for prior approval, at least two estimates from different removal firms, including insurance costs, and specifying the distance to be covered and the estimated amount of cubic metres or kilograms. This estimate shall not include private motor vehicles. Reimbursement will be met only within the approved estimate.
- 4** In principle EUMETSAT will pay only for two consignments of household effects by appointment and only one by termination of appointment.

- 5** Removal expenses for one consignment of household effects will also be reimbursed for a staff member who is posted to another place of work for a period of one year or more, subject to the same conditions as laid out in paragraphs 2 and 3.
- 6** A staff member shall not be reimbursed for his removal expenses if:
 - a) on taking up duty the removal has not taken place before notice is given of the termination of his appointment;
 - b) on leaving EUMETSAT the application for reimbursement has not been submitted within one year thereafter.

ARTICLE 26

MISSION EXPENSES

Staff members travelling on mission on behalf of EUMETSAT in accordance with a travel order shall be entitled to reimbursement of travel expenses, and to subsistence allowance, when applicable, incurred in carrying out their mission, as provided in Annex III of these Staff Rules.

ARTICLE 27

INDEMNITY FOR LOSS OF JOB

Termination of a contract by EUMETSAT may, in certain circumstances, give rise to the payment of an indemnity for loss of job. The rules governing the payment of this indemnity are set out in Annex IV.

CHAPTER IV

SOCIAL SECURITY

ARTICLE 28

SOCIAL SECURITY

- 1** Staff members shall be properly covered against the risks of accident, illness, death maternity expenses and unemployment. The social security system provided therefore is set out in Annex V.
- 2** Staff members have to contribute to the Pension Scheme of EUMETSAT, the rules of which are laid down in Annex VI.

CHAPTER V

WORKING CONDITIONS

ARTICLE 29

WORKING TIME

- 1** The normal working week shall be from Monday to Friday inclusive and shall total 40 hours. For the purpose of calculating the number of hours worked in any one week, the week shall be considered to commence on Sunday.
- 2** If the exigencies of the work make it necessary, a staff member may be required to work overtime. A and L grades may be granted exceptionally compensatory time, B and C grades overtime payment, if compensatory time cannot be granted. The hourly rate will be assessed by dividing the monthly basic salary by 173.
- 3** Unauthorized and unexplained absence shall render a staff member to disciplinary action under Article 36. Where such absence exceeds 14 calendar days he shall be considered to have abandoned his post and his service with EUMETSAT shall be deemed to have ceased on the first day of his absence.
- 4** Staff Members employed as Shift Workers may be required to work within one or several teams operating a continuous shift cycle. A shift cycle will be a period of time (several weeks) in which a shift team will progress through a sequence of shifts (e.g. evening, night, day and weekend shifts or any combination of these) so returning to the commencement point. The shift cycle will be determined by the Head of Division of the staff members in consultation with the staff concerned and having regard to operational requirements. The manning of a shift cycle shall normally be determined at least one month in advance.
- 5** The normal working week for shift workers shall be from Sunday to Saturday inclusive. The annual working hours shall be at a rate of 2090 per shift worker per calendar year, 352 hours of which are in respect of 30 days annual and 14.5 official holidays. The working hours shall be allocated between staff and shifts evenly throughout the calendar year as far as reasonably possible and ensuring that each shift worker fulfils the annual working hours after deducting any time lost for approved absences or sickness.
- 6** The average planned working week in a particular shift cycle shall not exceed 48 hours. The maximum number of hours worked in any one week shall not exceed 60 hours. No shift in any shift cycle may exceed 12 hours.

Staff Rules

- 7** A Staff member working as a member of a shift team operating a continuous shift cycle shall be entitled to a shift allowance at the rate of 10% of the basic salary.
- 8** All shifts, including those outside normal day shift and at weekends and official holidays are considered as normal duties for which remuneration is included as part of the basic salary and shift allowance.
- 9** A staff member who is normally working in a shift cycle and who is given temporary duties which do not involve shift work, and which continue for one calendar month or more, will not receive the shift allowance for the whole of the period.
- 10** A staff member on sick leave for more than four consecutive weeks will not be paid the shift allowance from the first day of the fifth week onwards.

ARTICLE 30

OFFICIAL HOLIDAYS

- 1** Staff members shall be entitled to 14.5 public holidays which shall be determined by the Director-General in accordance with the international character of EUMETSAT and taking account of the local practice.
- 2** When a holiday falls on a Saturday or Sunday the Director-General may designate another day in lieu.

ARTICLE 31

PART-TIME WORK

A staff member may be employed part-time as provided in Annex VII.

CHAPTER VI

LEAVE

ARTICLE 32

ANNUAL LEAVE

- 1** Staff members shall be entitled to paid annual leave at the rate of 2 1/2 working days for each month of service completed.
- 2** Leave entitlement will accrue on the basis of the total length of service completed, including any period of sick leave or annual leave, as well as any period of notice, even though not actually worked.
- 3** A staff member will normally be entitled to his annual leave during the calendar year in which it accrues. He may however, carry forward a surplus to the following year up to a maximum of half his normal yearly entitlement.
- 4** A staff member who could not take all the annual leave due to him in respect of the year in which he leaves EUMETSAT, including the days carried forward as foreseen in the foregoing paragraph, shall be entitled to a corresponding payment of one-thirtieth of the monthly emoluments he is receiving at that date for each day of leave accumulated.

In no case can such leave be accumulated in excess of one month's emoluments.

- 5** If a staff member is granted annual leave in advance and, when he leaves EUMETSAT, the leave he has taken is in excess of the leave due to him, a corresponding charge will be made against the emoluments due to him on separation.
- 6** Annual leave does not accrue to staff members while on leave without pay, unauthorised absence or on extended sick leave in accordance with Article 34.5.
- 7** Where, during his annual leave, a staff member suffers from an ailment that would have kept him away from work, his annual leave entitlement shall be extended by the period of incapacity duly established by a medical certificate.

ARTICLE 33

HOME LEAVE

- 1** All members of staff who are entitled to the expatriation allowance are entitled to home leave once every two years with the exception of staff members who, at the time of their recruitment, were nationals of the country in which they are serving and of no other country.
- 2** The period of home leave shall be eight working days (up to 12 hours travel time one way included, by the most rapid means of transport).
- 3** The entitlement covers the staff member concerned, his spouse, if the staff member is entitled to the household allowance, and the dependent children.
- 4** Travel expenses, but not subsistence allowance for the time of leave including travel time, to and from the place where the staff member spends his home leave, will be paid by EUMETSAT for those referred to in paragraph 3.
- 5** One period of home leave shall accrue in respect of each completed period of two years' service. Home leave may be taken not earlier than 12 months before, and not later than 6 months after the date on which it accrues. The date on which home leave is actually taken will not be taken into account in determining the date of the new period of home leave. No home leave shall be granted within a period of 4 months before the date when the appointment of the staff member is due to end.
- 6** Any home leave not taken within 6 months after the date on which it accrues will be forfeited. Non-use of the home leave entitlement does not give additional emoluments in its place.
- 7** Home leave shall only be granted provided the staff member agrees in writing that when he wants to take the home leave in advance, and his appointment terminates by resignation before the date on which home leave accrues, he will repay to EUMETSAT a sum corresponding to 8 working days' emoluments plus the amount he received in respect of travel expenses.
- 8** A staff member may be required to take home leave in conjunction with travel on mission, due regard being paid to the interests of the staff member and his family.
- 9** The home of staff members shall be that place with which they have the strongest ties outside the country of employment. The Director-General shall determine this place having regard to the place of residence of the staff member's family, to the place of their up-bringing and to any place where they may possess property. In case of doubt, the Director-General may decide, at the request of the staff members concerned, that they shall take their home leave in the capital of the State of which they are nationals.

- 10** Where spouses are both employed by EUMETSAT or where the spouse of a staff member is employed in the same country by another international organisation and both are entitled to home leave, such leave shall only be granted under the following conditions:
- if both have their home in the same country, they shall each be entitled to home leave once every two years in that country;
 - if they have their homes in two different countries, they shall be entitled to home leave in their respective countries once every two years;
 - the dependent children of these spouses and, as the case may be, the person accompanying the children, shall only be entitled to home leave once every two years; where the spouses have their homes in two different countries home leave can be taken in one or other of these countries.

ARTICLE 34

SICK LEAVE

- 1** A staff member who considers himself unable to carry out his duties by reason of sickness or accident must inform the Director of Administration as soon as possible. When a staff member resumes his duties after a period of absence, he shall inform the Director of Administration immediately.
- 2** A staff member on sick leave for more than three consecutive days may be required to produce a medical certificate.
- 3** Any staff member may at any time be required to undergo a medical examination by a medical doctor designated by the Director-General, at the expense of EUMETSAT.
- 4** A staff member shall be entitled to paid sick leave up to a maximum amount of nine months, either in one unbroken period or in several periods within two consecutive years. During such a period of paid sick leave, a staff member shall receive full remuneration and retain full rights to advancement to a higher step.
- 5** If, on the expiry of the maximum period of sick leave as defined in paragraph 4, the staff member is still unable to perform his duties, his sick leave will become an extended sick leave for a maximum period of nine months. During this period the staff member shall cease to be entitled to advancement, annual leave and home leave and shall be entitled to half the basic salary received on the expiry of the maximum period of sick leave as defined in paragraph 4, or to 120% of the basic salary appropriate to grade C1, step 1, whichever is the greater. The staff member's entitlement to allowances shall be maintained during extended sick leave. However, any household allowance, expatriation allowance, rent allowance and language allowance shall be calculated on the basis of the reduced basic salary; the dependants' allowance and education allowance shall remain unchanged.

ARTICLE 35

SPECIAL, MATERNITY, PATERNITY, PARENTAL AND ADOPTION LEAVE

- 1** Special leave with pay, the duration of which is left to the discretion of the Director-General, taking into account particularly any necessary travelling, may be granted, in particular in the following cases and up to the following maximum number of working days:

For important family reasons:

Marriage of a staff member:	5 days
Marriage of a child:	2 days
Death of a spouse or of a child:	5 days
Death of a parent:	4 days
Death of a brother, sister or grandparent:	2 days
Serious illness of a child, spouse, parent or grandparent:	5 days

For personal reasons:

Examinations:	8 days
Household removal:	3 days
National elections or referenda in a staff member's home country:	1 day

- 2** Special leave with full or part pay, or without pay, may be granted by the Director-General for exceptional or urgent private reasons.
- 3** Unpaid leave taken by a staff member will affect correspondingly the date on which he may become entitled to his next annual increment and home leave due to him.
- 4** Maternity leave on full pay and not to be charged against sick or annual leave shall be granted to a staff member on production of an appropriate medical certificate. The maternity leave shall be for twenty weeks and can begin six weeks before the expected date of birth. Under no circumstances shall the maternity leave end before the end of the eighth week after the date of birth.
- 5** Paternity leave on full pay shall be granted to a staff member after the birth of his child.
Paternity leave shall be 10 working days. In the event of multiple births, two additional days shall be granted. In the event of birth of a disabled child or of a child with a serious illness, five additional working days shall be granted.
- 6** A staff member who has served in the Organisation for at least one year shall be entitled to a maximum of four months of parental leave until his child's seventh

birthday. If the staff member's child is disabled or has a serious long-term illness, parental leave may be taken until the child's sixteenth birthday.

A staff member shall be entitled to one parental leave per pregnancy, whether of one or multiple children. In the event of multiple births where one or more of the children are disabled or have a serious long-term illness, a staff member shall exceptionally be entitled to two parental leaves.

A staff member on parental leave shall not receive his basic salary. During the first two months of parental leave, a staff member shall be entitled to a "parental leave allowance" equal to 30 per cent of his full time basic salary or, in the case of a staff member working part-time before going on parental leave, his theoretical full time basic salary. The parental leave allowance shall cease to be payable during the last two months of parental leave. Allowances to which the staff member is entitled shall remain payable throughout parental leave.

Where both parents are EUMETSAT staff members, one parent may transfer a maximum of three months of his parental leave to the other parent. Of these three months, only one month of parental leave allowance entitlement may be transferred.

The staff member and the Organisation shall pay their respective contributions to the social security and pension schemes during parental leave. For the purpose of calculating the personal contributions of the staff member on parental leave, the basic salary immediately before the start of the parental leave period serves as calculation basis, including any evolution thereof due to subsequent adjustments and advancement.

A staff member shall retain full rights to his post and of advancement to a higher step but shall not accrue annual leave entitlement during parental leave. The period of service entitling to home leave shall be extended by the period of parental leave taken.

- 7 Article 35.4 on maternity leave shall apply by analogy to a staff member who adopts one or more children and is the principal caregiver.

Article 35.5 on paternity leave shall apply by analogy to a staff member who adopts one or more children and is not the principal caregiver.

A staff member who adopts a child shall be entitled to parental leave in accordance with Article 35.6.

For the purposes of adoption leave, references in the Staff Rules to "birth" and "pregnancy" shall mean "adoption", and "multiple births" shall mean "adoption of more than one child in one adoption procedure".

CHAPTER VII

DISCIPLINARY MEASURES

ARTICLE 36

DISCIPLINARY MEASURES

- 1** Disciplinary measures may be taken by the Director-General against a staff member guilty of misconduct in the course of duty or otherwise. Finance officers are also liable in the cases mentioned in Article 24 of the Financial Rules. In the performance of his duties the Financial Controller is subject to the authority of the Council.

- 2** Disciplinary measures include:
 - a) oral warning;
 - b) written censure;
 - c) withholding of an annual salary increment;
 - d) deduction from basic salary in the case of conduct causing loss to EUMETSAT or damage to its property;
 - e) suspension from duties;
 - f) dismissal.

- 3** When a proposal is made that a disciplinary measure under paragraphs 2 b), c), d), e) and f) be taken against a staff member, he shall be notified immediately in writing. Such notification shall be accompanied by the documents relating to the grounds of the complaint against him. The staff member concerned may submit his comments in writing within 10 working days.

- 4** If a charge or serious misconduct is made against a staff member and the Director-General considers that the charge is *prima facie* well-founded and that the staff member's continuance in office pending an investigation would prejudice EUMETSAT, the staff member concerned may be immediately suspended from his functions pending investigation, with full, partial or without pay, at the discretion of the Director-General. In case a staff member is found not guilty, any reduction in pay which he may have suffered shall be restored.

- 5** No disciplinary measure except for an oral warning may be taken without having given the staff member concerned the opportunity to defend his cause before the Director-General in writing or orally. In this case, the staff member shall be entitled to be assisted by a person of his choice.

- 6** No disciplinary measure may be taken after expiry of a period of six weeks following the written explanation or the oral presentation of the explanations.

- 7** All sanctions shall be notified to the staff member in writing with the reasons therefore and shall be signed by the Director-General.

- 8** Disciplinary sanctions except for removal of post shall be deleted from the personnel administrative file after three years at the request of the staff member.

CHAPTER VIII

DISPUTES

ARTICLE 37

COMPLAINTS PROCEDURES

- 1** A staff member who has a direct and existing interest in so doing may submit to the Director-General a complaint against an administrative act adversely affecting him.
- 2** The complaint must be made in writing and lodged via the Director of Administration within 20 days from the date of publication or notification of the act concerned. The Director-General may declare admissible a complaint lodged after the expiry of this period in exceptional cases. The Director of Administration shall acknowledge receipt of the complaint. The Director-General shall give a reasoned decision on the complaint as soon as possible and shall notify the complainant not later than 20 days from the date of its receipt.
- 3** The absence of a reply to the complaint within that period shall be deemed an implicit decision rejecting the complaint.
- 4** The complaints procedure shall be open mutatis mutandis to former staff members and to persons claiming through staff members or former staff members within one year from the date of the act complained of; in the event of individual notification the normal time limit shall apply.
- 5** A complaint shall not have a suspensive effect. The Director-General may however, for duly justified reasons, stay the execution of the act.
- 6** In the event of either explicit rejection or implicit rejection of a complaint, the complainant may appeal to the Appeals Board set up under Article 38.

ARTICLE 38

APPEALS BOARD

- 1** An Appeals Board shall be set up.
- 2** The Appeals Board shall have authority to settle disputes arising out of these Staff Rules or of the contracts provided for in Article 5. To this end, it shall have jurisdiction with regard to appeals brought by staff members or by former staff members or by their heirs and assigns against a decision of the Director-General.
- 3** The Appeals Board shall only act provided that the claimant followed the complaints procedure beforehand.
- 4** The Appeals Board shall be composed of a Chairperson and two further members. They may be replaced by deputies. During a session of the Board at least two of the members or deputies present must have legal qualifications.
- 5** The Chairperson, his/her deputy, the members of the Board and their deputies shall be appointed by the Council from a list proposed by the Director-General composed of candidates independent from EUMETSAT for a period of three years. This period may be extended. If any one of these is at any time unable to continue to serve, a new appointment shall be made for the unexpired term.
- 6** No meeting of the Appeals Board is in order unless the three members referred to in this Article, or their deputies, are present.
- 7** The members of the Board shall be fully independent in the exercise of their duties.
- 8** The emoluments of the Chairperson, members and deputies shall be fixed by the Council. These emoluments shall consist of the reimbursement, in accordance with Article 26 of the Staff Rules, of travel expenses, a daily subsistence allowance and a daily fee.
- 9** The secretary of the Board shall be appointed by the Director-General in agreement with the Chairperson of the Council and shall be a staff member of EUMETSAT.
- 10** In the exercise of his duties, the secretary shall be subject only to the authority of the Board.
- 11** The conditions under which appeals may be made and the procedure are laid down in Annex VIII of these Rules.
- 12** The Appeals Board shall establish its own rules, subject to the provisions of this Article and Annex VIII.

CHAPTER IX

STAFF ASSOCIATION

ARTICLE 39

STAFF ASSOCIATION

- 1** There shall be a Staff Association consisting of all staff members. Under a procedure approved by the Director-General, the Association shall elect annually a Staff Committee to serve as executive agent of the Association.
- 2** The purpose of this Committee shall be:
 - a) to protect the professional and social interests of the staff members;
 - b) to submit proposals to improve the general position of staff members;
 - c) to give its opinion and/or advice when it is consulted by the Director-General or on its own initiative;
 - d) to promote social, cultural and athletic activities among the staff members;
 - e) to represent the staff members in relation to staff associations of other international organisations.
- 3** The Director-General shall take the necessary steps to ensure constant liaison with the Staff Committee.
- 4** The Staff Committee shall be bound to give its opinion on proposed Rules, whether or not they shall form a part of these Staff Rules. The Staff Committee may bring to the notice of the Director-General, and the Director-General should likewise refer to the Staff Committee, any question of a general nature affecting the interests of the staff members or arising out of these Rules, including questions arising out of their application in individual cases.
- 5** The Staff Committee may communicate to the Council or its subordinate bodies in writing any proposal or opinion regarding matters affecting the social, financial or professional interests of all or part of the staff members and dealt with in meetings of these Bodies. The communications in question shall be transmitted through the Director-General, who shall immediately forward them to the Body concerned.
- 6** The work of the members of the Staff Committee shall be considered to be part of their official duties.

CHAPTER X

ENTRY INTO FORCE

ARTICLE 40

ENTRY INTO FORCE

These Rules enter into force on the date on which they are adopted by the Council.

**MONTHLY BASIC SALARY SCALES AND OTHER ELEMENTS OF
REMUNERATION AS FROM MONTHLY BASIC SALARY SCALE**

FOR GRADE A, L, B AND C
(Article 14)

BELGIUM

BELGIQUE

PROPOSALS AT 1.01.2015 - PROPOSITIONS AU 1.01.2015
 MONTHLY BASIC SALARY SCALE - BAREME DES TRAITEMENTS MENSUELS DE BASE

category and grade catégorie et grade	Steps - Echelons												EUR
	1	2	3	4	5	6	7	8	9	10	11	12	
A7	10 682.82	11 040.61	11 398.40	11 756.19	12 292.86	12 829.53							I.3
A6	9 759.42	10 029.40	10 299.38	10 569.36	10 974.32	11 379.28	11 784.24	12 189.20					
A5	8 257.84	8 488.96	8 720.08	8 951.20	9 182.32	9 413.44	9 760.07	10 106.70	10 453.33	10 799.96	11 146.59		
A4	7 130.37	7 315.96	7 501.55	7 687.14	7 872.73	8 058.32	8 336.73	8 615.14	8 893.55	9 171.96	9 450.37		
A3	6 135.91	6 308.68	6 481.45	6 654.22	6 826.99	6 999.76	7 258.89	7 518.02	7 777.15	8 036.28	8 295.41		
A2	4 972.94	5 106.41	5 239.88	5 373.35	5 506.82	5 640.29	5 840.52	6 040.75	6 240.98	6 441.21	6 641.44		
A1	3 891.40	4 008.49											
L5	7 540.65	7 842.29	8 143.93	8 445.57	8 747.21	9 048.85	9 350.49	9 652.13	9 953.77	10 255.41			
LT4 - LI4	6 629.53	6 894.73	7 159.93	7 425.13	7 690.33	7 955.53	8 220.73	8 485.93	8 751.13	9 016.33	9 281.53	9 546.73	
LT3 - LI3	6 287.45	6 538.95	6 790.45	7 041.95	7 293.45	7 544.95	7 796.45	8 047.95	8 299.45	8 550.95			
LT2	5 053.73	5 255.86	5 457.99	5 660.12	5 862.25	6 064.38	6 266.51	6 468.64	6 670.77	6 872.90			
LT1 - LH1	4 117.11	4 281.74											
B6	4 551.32	4 701.53	4 851.74	5 001.95	5 152.16	5 302.37	5 452.58	5 602.79	5 753.00	5 903.21	6 053.42		
B5	3 983.17	4 114.62	4 246.07	4 377.52	4 508.97	4 640.42	4 771.87	4 903.32	5 034.77	5 166.22	5 297.67		
B4	3 519.45	3 635.61	3 751.77	3 887.93	3 984.09	4 100.25	4 216.41	4 332.57	4 448.73	4 564.89	4 681.05		
B3	3 125.79	3 228.92	3 332.05	3 435.18	3 538.31	3 641.44	3 744.57	3 847.70	3 950.83	4 053.96	4 157.09		
B2	2 814.53	2 907.42	3 000.31	3 093.20	3 186.09	3 278.98	3 371.87	3 464.76	3 557.65	3 650.54	3 743.43		
B1	2 588.18	2 673.58	2 758.98	2 844.38	2 929.78	3 015.18	3 100.58	3 185.98	3 271.38	3 356.78	3 442.18		
C6	3 403.41	3 505.52	3 607.63	3 709.74	3 811.85	3 913.96	4 016.07	4 118.18	4 220.29	4 322.40	4 424.51		
C5	3 109.76	3 203.04	3 296.32	3 389.60	3 482.88	3 576.16	3 669.44	3 762.72	3 856.00	3 949.28	4 042.56		
C4	2 913.57	3 000.93	3 088.29	3 175.65	3 263.01	3 350.37	3 437.73	3 525.09	3 612.45	3 699.81	3 787.17		
C3	2 742.55	2 824.80	2 907.05	2 989.30	3 071.55	3 153.80	3 236.05	3 318.30	3 400.55	3 482.80	3 565.05		
C2	2 623.08	2 701.77	2 780.46	2 859.15	2 937.84	3 016.53	3 095.22	3 173.91	3 252.60	3 331.29	3 409.98		
C1	2 482.86	2 557.32	2 631.78	2 706.24	2 780.70	2 855.16	2 929.62	3 004.08	3 078.54	3 153.00	3 227.46		

FRANCE

FRANCE

PROPOSALS AT 1.01.2015 - PROPOSITIONS AU 1.01.2015
MONTHLY BASIC SALARY SCALE - BAREME DES TRAITEMENTS MENSUELS DE BASE

EUR

category and grade catégorie et grade	Steps - Echelons											
	1	2	3	4	5	6	7	8	9	10	11	12
A 7	12 297.28	12 708.96	13 120.64	13 532.32	14 150.06	14 767.80						
A 6	11 234.33	11 544.85	11 855.37	12 165.89	12 632.21	13 098.53	13 564.85	14 031.17				
A 5	9 505.74	9 772.06	10 038.38	10 304.70	10 571.02	10 837.34	11 236.51	11 635.68	12 034.85	12 434.02	12 833.19	
A 4	8 208.42	8 422.07	8 635.72	8 849.37	9 063.02	9 278.67	9 597.57	9 918.47	10 239.37	10 560.27	10 881.17	
A 3	7 063.72	7 262.91	7 462.10	7 661.29	7 860.48	8 059.67	8 358.48	8 657.29	8 956.10	9 254.91	9 553.72	
A 2	5 724.50	5 878.11	6 031.72	6 185.33	6 338.94	6 492.55	6 722.85	6 953.15	7 183.45	7 413.75	7 644.05	
A 1	4 480.01	4 614.84										
L 5	8 680.38	9 027.89	9 375.40	9 722.91	10 070.42	10 417.93	10 765.44	11 112.95	11 460.46	11 807.97		
LT4 - LI4	7 631.95	7 937.40	8 242.85	8 548.30	8 853.75	9 159.20	9 464.65	9 770.10	10 075.55	10 381.00	10 686.45	10 991.90
LT3 - LI3	7 238.26	7 527.65	7 817.04	8 106.43	8 395.82	8 685.21	8 974.60	9 263.99	9 553.38	9 842.77		
LT2	5 818.43	6 051.28	6 284.13	6 516.98	6 749.83	6 982.68	7 215.53	7 448.38	7 681.23	7 914.08		
LT1 - LI1	4 739.06	4 929.07										
B 6	5 027.29	5 193.21	5 359.13	5 525.05	5 690.97	5 856.89	6 022.81	6 188.73	6 354.65	6 520.57	6 686.49	
B 5	4 327.57	4 470.41	4 613.25	4 756.09	4 898.93	5 041.77	5 184.61	5 327.45	5 470.29	5 613.13	5 755.97	
B 4	3 726.05	3 848.94	3 971.83	4 094.72	4 217.61	4 340.50	4 463.39	4 586.28	4 709.17	4 832.06	4 954.95	
B 3	3 266.61	3 374.45	3 482.29	3 590.13	3 697.97	3 805.81	3 913.65	4 021.49	4 129.33	4 237.17	4 345.01	
B 2	2 845.72	2 939.64	3 033.56	3 127.48	3 221.40	3 315.32	3 409.24	3 503.16	3 597.08	3 691.00	3 784.92	
B 1	2 496.81	2 579.18	2 661.55	2 743.92	2 826.29	2 908.66	2 991.03	3 073.40	3 155.77	3 238.14	3 320.51	
C 6	3 647.58	3 756.97	3 866.36	3 975.75	4 085.14	4 194.53	4 303.92	4 413.31	4 522.70	4 632.09	4 741.48	
C 5	3 284.23	3 382.85	3 481.47	3 580.09	3 678.71	3 777.33	3 875.95	3 974.57	4 073.19	4 171.81	4 270.43	
C 4	2 979.54	3 068.95	3 158.38	3 247.77	3 337.18	3 426.59	3 516.00	3 605.41	3 694.82	3 784.23	3 873.64	
C 3	2 706.98	2 788.18	2 869.38	2 950.58	3 031.78	3 112.98	3 194.18	3 275.38	3 356.58	3 437.78	3 518.98	
C 2	2 466.31	2 540.27	2 614.23	2 688.19	2 762.15	2 836.11	2 910.07	2 984.03	3 057.99	3 131.95	3 205.91	
C 1	2 231.67	2 298.80	2 365.93	2 433.06	2 500.19	2 567.32	2 634.45	2 701.58	2 768.71	2 835.84	2 902.97	

GERMANY

ALLEMAGNE

PROPOSALS AT 1.01.2015 - PROPOSITIONS AU 1.01.2015
 MONTHLY BASIC SALARY SCALE - BAREME DES TRAITEMENTS MENSUELS DE BASE

EUR

category and grade catégorie et grade	Steps - Echelons											
	1	2	3	4	5	6	7	8	9	10	11	12
I.5	A7	11 350.45	11 730.96	12 111.47	12 491.98	13 062.71	13 633.44					
	A6	10 368.48	10 655.41	10 942.34	11 229.27	11 659.82	12 090.37	12 520.92	12 951.47			
	A5	8 773.63	9 019.43	9 265.23	9 511.03	9 756.83	10 002.63	10 371.29	10 739.95	11 108.61	11 477.27	11 845.93
	A4	7 576.22	7 773.50	7 970.78	8 168.06	8 365.34	8 562.62	8 858.75	9 154.88	9 451.01	9 747.14	10 043.27
	A3	6 520.54	6 704.41	6 888.28	7 072.15	7 266.02	7 439.89	7 715.86	7 991.83	8 267.80	8 543.77	8 819.74
	A2	5 284.10	5 426.00	5 567.90	5 709.80	5 851.70	5 993.60	6 206.50	6 419.40	6 632.30	6 845.20	7 058.10
	A1	4 136.44	4 261.03									
LT	L5	8 011.47	8 331.94	8 652.41	8 972.88	9 293.35	9 613.82	9 934.29	10 254.76	10 575.23	10 895.70	
	LT4 - LI4	7 043.34	7 325.01	7 606.68	7 888.35	8 170.02	8 451.69	8 733.36	9 015.03	9 296.70	9 578.37	9 860.04
	LT3 - LI3	6 679.89	6 947.17	7 214.45	7 481.73	7 749.01	8 016.29	8 283.57	8 550.85	8 818.13	9 085.41	
	LT2	5 369.73	5 584.58	5 799.43	6 014.28	6 229.13	6 443.98	6 658.83	6 873.68	7 088.53	7 303.38	
	LT1 - LH1	4 373.92	4 548.97									
B	B6	5 354.63	5 531.30	5 707.97	5 884.64	6 061.31	6 237.98	6 414.65	6 591.32	6 767.99	6 944.66	7 121.33
	B5	4 643.46	4 796.83	4 950.20	5 103.57	5 256.94	5 410.31	5 563.68	5 717.05	5 870.42	6 023.79	6 177.16
	B4	4 036.30	4 169.53	4 302.76	4 435.99	4 569.22	4 702.45	4 835.68	4 968.91	5 102.14	5 235.37	5 368.60
	B3	3 519.14	3 635.30	3 751.46	3 887.62	3 983.78	4 099.94	4 216.10	4 332.26	4 448.42	4 564.58	4 680.74
	B2	3 096.50	3 198.72	3 300.94	3 403.16	3 505.38	3 607.60	3 709.82	3 812.04	3 914.26	4 016.48	4 118.70
	B1	2 750.70	2 841.46	2 932.22	3 022.98	3 113.74	3 204.50	3 295.26	3 386.02	3 476.78	3 567.54	3 658.30
C	C6	3 836.00	3 951.04	4 066.08	4 181.12	4 296.16	4 411.20	4 526.24	4 641.28	4 756.32	4 871.36	4 986.40
	C5	3 422.14	3 524.81	3 627.48	3 730.15	3 832.82	3 935.49	4 038.16	4 140.83	4 243.50	4 346.17	4 448.84
	C4	3 124.24	3 218.04	3 311.84	3 405.64	3 499.44	3 593.24	3 687.04	3 780.84	3 874.64	3 968.44	4 062.24
	C3	2 846.43	2 931.78	3 017.13	3 102.48	3 187.83	3 273.18	3 358.53	3 443.88	3 529.23	3 614.58	3 699.93
	C2	2 639.18	2 718.35	2 797.52	2 876.69	2 955.86	3 035.03	3 114.20	3 193.37	3 272.54	3 351.71	3 430.88
	C1	2 461.58	2 535.44	2 609.30	2 683.16	2 757.02	2 830.88	2 904.74	2 978.60	3 052.46	3 126.32	3 200.18

July 2015

OTHER ELEMENTS OF REMUNERATION

B– Household Allowance	Categories A, L, B, C
The household allowance amounts to:	6% of the basic salary
<i>The amount of household allowance cannot be lower than the amount payable to officials in grade B3, step 1.</i>	

OTHER ELEMENTS OF REMUNERATION
AUTRES ELEMENTS DE LA REMUNERATION

1 JANUARY 2015 - 1^{er} JANVIER 2015

Children or Other Dependents' Allowance ⁽¹⁾ and Addition for Expatriated Children ⁽²⁾
Indemnité pour Enfant ou autre Personne à Charge ⁽¹⁾ et Supplément pour Enfant Expatrié ⁽²⁾

	CURRENCY MONNAIE	(1)	(2)	
AUSTRALIA	AUD	459.79	129.05	AUSTRALIE
AUSTRIA	EUR	305.30	85.63	AUTRICHE
BELGIUM	EUR	280.85	78.83	BELGIQUE
CANADA	CAD	394.78	111.12	CANADA
DENMARK	DKK	2,808.00	789.00	DANEMARK
FINLAND	EUR	342.63	95.93	FINLANDE
FRANCE	EUR	323.62	90.59	FRANCE
GERMANY	EUR	298.43	83.83	ALLEMAGNE
GREECE	EUR	249.02	69.92	GRECE
HUNGARY	HUF	66,920.00	18,784.00	HONGRIE
ICELAND	ISK	49,110.00	13,780.00	ISLANDE
IRELAND	EUR	318.13	89.02	IRLANDE
ITALY	EUR	287.84	80.79	ITALIE
JAPAN	JPY	61,092.00	17,085.00	JAPON
KOREA	KRW	463,916.00	130,199.00	COREE
LUXEMBOURG	EUR	280.85	78.83	LUXEMBOURG
MEXICO	MXP	3,648.00	1,026.00	MEXIQUE
NETHERLANDS	EUR	296.66	83.35	PAYS-BAS
NEW ZEALAND	NZD	545.79	153.07	NOUVELLE-ZELANDE
NORWAY	NOK	3,347.00	941.00	NORVEGE
POLAND	PLN	880.85	247.22	POLOGNE
PORTUGAL	EUR	235.46	66.13	PORTUGAL
SPAIN	EUR	270.43	75.90	ESPAGNE
SWEDEN	SEK	3,227.00	904.00	SUEDE
SWITZERLAND	CHF	513.53	144.19	SUISSE
TURKEY	TRY	558.27	156.59	TURQUIE
UNITED KINGDOM	GBP	254.80	71.65	ROYAUME-UNI
UNITED STATES	USD	357.01	100.42	ETATS-UNIS

Irrespective of the grade of the official, the amount of this allowance is to be paid per month per child or other dependant.

(1) *Le montant de cette indemnité est payé mensuellement pour chaque enfant ou autre personne à charge, quel que soit le grade de l'agent.*

(2) *Officials entitled to the expatriation allowance with dependent children who are not paid an education allowance are entitled to be paid this additional monthly flat amount per child.*

Les agents bénéficiaires de l'Indemnité d'expatriation ayant des enfants à charge et qui ne perçoivent pas l'Indemnité d'éducation bénéficient de cette majoration mensuelle forfaitaire par enfant.

ADVANCEMENT AND PERFORMANCE BONUS

1. An advancement within the same grade from one step to another shall be made progressively as follows:
 - grades A6 and A7: each year from step 1 to step 5 and every two years for the higher steps;
 - grades A2, A3 A4 and A5: each year from step 1 to step 7 and every two years for the higher steps;
 - grade A1: after having completed one year's service in the first step;
 - grades L1, L2, L3, L4, L5: every eighteen months;
 - grade L1: after having completed eighteen months' service in the first step;
 - categories B and C: each year from step 1 to step 8 and every two years for the higher steps.

Exceptionally, the Director-General may grant an advancement of more than one step at any suitable date in order to recognise special merits of a staff member. Special advancement granted by the Director-General is limited to a maximum of 2 steps, once in two years.

If the lack of efficiency is such as to render the staff member unsuitable for advancement, the Director-General may withhold advancement for a fixed period of time. This rule does not infringe upon the Director-General's right to impose the deferment of advancement to a higher step for other reasons as a disciplinary measure.

2. The Director-General may award a performance bonus of a lump sum payment of one or two times the annual value of the increment at grade A2 Step 1 on the salary scales adopted by Council to recognise exceptional performance of a staff member in achieving challenging objectives. The costs of these awards shall be within the budgetary provisions for human resources decided by Council.

Eligibility for performance bonus shall be confined to staff who occupy posts graded up to and including A5.

**INTERNAL TAX SCHEME
(Article 14)**

- 1** The tax to be applied to remuneration paid by EUMETSAT shall be determined and collected according to the procedures set out in the following.
- 2** According to Article 10 of the EUMETSAT Protocol on Privileges and Immunities, the Director-General and all staff members shall be liable for payment of the tax.
- 3** The tax shall be levied monthly on the total remuneration received from EUMETSAT, subject to the following provisions:
 - when determining the taxable income, no account shall be taken of sums which are paid in accordance with Staff Rules as reimbursement or compensation for costs incurred in the course of duty;
 - the taxable income shall exclude the allowances and benefits payable by reason of a staff member's family or social status set out below:
 - Household allowance
 - Dependants' allowance
 - Expatriation allowance
 - Education allowance
 - Installation allowance
 - Rent allowance
 - Language allowance
 - Reimbursement of mission expenses or payment of daily allowances arising from official duties or in connection with joining or leaving the service;
 - contributions paid by officials and deducted at source in respect of social security, including pensions, shall be deducted from the taxable income.

- 4** After determination of the taxable income the tax shall be calculated by applying the rates of tax given in the following table to the amount of the relevant taxable income:

RATE OF TAX %		TAXABLE INCOME PER MONTH (in EURO)
5.7	to the portion comprised between	751 – 1,100
9.0	"	1,101 – 1,500
10.8	"	1,501 – 2,000
16.0	"	2,001 – 2,500
27.5	"	2,501 – 3,000
32.0	"	3,001 – 3,500
34.5	"	3,501 – 4,500
38.0	"	4,501 – 5,500
43.0	"	5,501 – 8,500
45.0	"	8,501 – 12,500
46.0	"	12,501 – 16,500
47.0	To the portion exceeding	16,500

By way of derogation from the above rules, the rate of tax applied to remuneration in respect of overtime and shift allowance shall be that applied to the normal remuneration paid to the official concerned during the month of payment.

This scale shall be updated on 1 January each year by the application of the scale calculated by the Inter Organisations study section on salaries and prices in respect of German duty stations of the European Space Agency or such other scale as the EUMETSAT Council may decide to adopt.

- 5** When a taxable remuneration relates to a period of less than one month, the tax shall be levied at the rate applicable to the corresponding monthly remuneration.

When a taxable remuneration relates to a period of more than one month, the tax shall be calculated at the rate applicable to the remuneration relating to each individual month.

Regularisation payments, which do not relate to the month during which they are made, may, at the option of the official concerned, be subject to the tax to which they would have been liable had they been made at the normal dates or to the tax applicable in the month of actual payment.

- 6** Tax shall be withheld at source.

- 7** Tax levied shall be entered as revenue in EUMETSAT budgets.
- 8** As soon as possible after the end of each financial year the Director-General shall provide each member of staff with a statement showing the total remuneration paid for the year and the total tax levied by EUMETSAT. A copy of this statement shall be forwarded to the tax authorities of the State of which the staff member is a citizen.
- 9** Any instructions which the Director-General may find appropriate to issue concerning the implementation of these rules shall be submitted to the Council for approval.
- 10** Special rules shall be adopted by the Council if necessary, in order to offset a possible double taxation of the staff of EUMETSAT residing, by reason of their duties, on the territory of a State which is not party to the Convention.

I. SUBSISTENCE ALLOWANCE

- 1** The daily rate of subsistence allowance is an amount to reimburse the cost of accommodation, meals and incidental expenses incurred by staff members while travelling on mission. In addition, other expenses actually and necessarily incurred in the interest of the Organisation shall be reimbursed in accordance with the provisions of section II of the present Annex.
- 2** The daily rates of subsistence allowance are laid down in the table below. Where the table does not include a daily rate of subsistence allowance for a given country, a staff member travelling on mission shall be entitled to the United Nations daily rate of subsistence allowance. In the case of launch campaign-related missions, the Director-General may apply the daily rates of subsistence allowance for Paris and the Russian Federation to Kourou and Baikonur, respectively.
- 3** Staff members travelling on mission shall be entitled to one day's subsistence allowance for each complete 24-hour period of the mission. They shall not be entitled (except as provided for in paragraph 11 relating to reimbursement of exceptional expenditure) to more than the full daily subsistence allowance for each complete 24-hour period of the mission.
- 4** No daily subsistence allowance shall be payable for periods of less than four hours.
- 5** Where the period of the mission is four hours or more but, less than eight hours, the staff member shall be entitled to one-quarter of the daily subsistence allowance. The staff member shall likewise be entitled to one quarter of the daily subsistence allowance in respect of any period of four hours or more, but less than eight hours, in excess of any complete period of 24 hours.
- 6** Where the period of the mission is eight hours or more without accommodations, the staff member shall be entitled to one-half of the daily subsistence allowance. The staff member shall likewise be entitled to one half of the daily subsistence allowance in respect of any period of eight hours or more, but less than 24 hours, in excess of any complete period of 24 hours.
- 7** Where the period of the mission is eight hours or more, but less than 24 hours, with accommodation, the staff member shall be paid the full daily subsistence allowance.
- 8** Notwithstanding the rules above, the Director-General may introduce special rules for mission travel performed in the vicinity of the staff member's normal place of work or habitual place of residence.
- 9** Where meals and/or accommodation are provided to the staff, the daily subsistence allowance shall be reduced by 15% for each main meal and 50% for overnight accommodation provided for in the total amount of the costs (60% including breakfast).
- 10** The cost of accommodation shall only be reimbursed upon submission of an invoice.

- 11** If the expenditure for accommodation (bed, breakfast when included in the rate, and taxes) exceeds 60% of the daily subsistence allowance, a staff member may be reimbursed the excess amount partially or totally on presentation of invoices and sufficient proof that the additional expenditure was unavoidable. This reimbursement should not normally exceed 30% of the amount of the daily subsistence allowance.
- 12** In the case of travel by train a notional period of 2 hours shall be added to the actual time for the purpose of calculating the daily subsistence allowance, to allow for travelling time to the station, outward (1 hour) and from the station to the staff member's home or the office inward (1 hour).
- 13** In the case of travel by air a notional period of 3 hours shall be added to the actual time for the purpose of calculating the daily subsistence allowance, to allow for travelling time to the airport outward (1 1/2 hours) and from the airport to the staff member's home or the office inward (1 1/2 hours).
- 14** In the case of a mission lasting more than two months, special provision may be adopted by the Director-General either at the commencement of, or during the mission, with regard to the rate of daily subsistence allowance to be paid from the commencement of the third month.
- 15** A staff member placed on sick leave during a mission shall continue to draw the daily subsistence allowance. Should he be hospitalised, the daily subsistence allowance shall no longer be drawn and the expenses shall be reimbursed in accordance with Article 28.

DAILY RATES OF SUBSISTENCE ALLOWANCE
TAUX DES INDEMNITÉS JOURNALIÈRES DE SUBSISTANCE

(Member States of the Co-ordinated Organisations / États Membres des Organisations Coordonnées)

01.01.2015

	AMOUNTS MONTANTS	CURRENCY MONNAIE	
ALBANIA	181	EUR	ALBANIE
ANDORRA	134	EUR	ANDORRE
ARMENIA	149	EUR	ARMÉNIE
AUSTRALIA	348	AUD	AUSTRALIE
AUSTRIA	184	EUR	AUTRICHE
AZERBAIJAN	223	EUR	AZERBAÏDJAN
BELGIUM	228	EUR	BELGIQUE
BOSNIA AND HERZEGOVINA	140	EUR	BOSNIE-HERZÉGOVINE
BULGARIA	166	EUR	BULGARIE
CANADA	304	CAD	CANADA
CHILE	174	EUR	CHILI
CROATIA	180	EUR	CROATIE
CYPRUS	185	EUR	CHYPRE
CZECH REPUBLIC	180	EUR	RÉPUBLIQUE TCHÈQUE
DENMARK	1 782	DKK	DANEMARK
ESTONIA	162	EUR	ESTONIE
FINLAND	224	EUR	FINLANDE
FORMER YUGOSLAV REPUBLIC OF MACEDONIA	149	EUR	EX-RÉPUBLIQUE YOUGOSLAVE DE MACÉDOINE
FRANCE Paris	234	EUR	Paris FRANCE
Others	212	EUR	Autres
GEORGIA	180	EUR	GÉORGIE
GERMANY	210	EUR	ALLEMAGNE
GREECE	185	EUR	GRÈCE
HUNGARY	181	EUR	HONGRIE
ICELAND	182	EUR	ISLANDE
IRELAND	193	EUR	IRLANDE
ISRAEL	233	EUR	ISRAËL
ITALY	240	EUR	ITALIE
JAPAN	34 372	JPY	JAPON
KOREA	354 835	KRW	CORÉE

DAILY RATES OF SUBSISTENCE ALLOWANCE
TAUX DES INDEMNITÉS JOURNALIÈRES DE SUBSISTANCE

(Member States of the Co-ordinated Organisations / États Membres des Organisations Coordonnées)

01.01.2015

		AMOUNTS MONTANTS	CURRENCY MONNAIE	
LATVIA		159	EUR	LETONIE
LIECHTENSTEIN		231	CHF	LIECHTENSTEIN
LITHUANIA		158	EUR	LITUANIE
LUXEMBOURG		210	EUR	LUXEMBOURG
MALTA		150	EUR	MALTE
MEXICO		183	EUR	MEXIQUE
MOLDOVA, REPUBLIC OF		156	EUR	RÉPUBLIQUE DE MOLDOVA
MONACO		220	EUR	MONACO
MONTENEGRO		158	EUR	MONTÉNÉGRO
NETHERLANDS		209	EUR	PAYS-BAS
NEW ZEALAND		313	NZD	NOUVELLE-ZÉLANDE
NORWAY		1 949	NOK	NORVÈGE
POLAND		186	EUR	POLOGNE
PORTUGAL		179	EUR	PORTUGAL
ROMANIA		177	EUR	ROUMANIE
RUSSIAN FEDERATION		293	EUR	FÉDÉRATION DE RUSSIE
SAN MARINO		169	EUR	SAINT-MARIN
SERBIA		198	EUR	SERBIE
SLOVAK REPUBLIC		166	EUR	RÉPUBLIQUE SLOVAQUE
SLOVENIA		186	EUR	SLOVÉNIE
SPAIN		184	EUR	ESPAGNE
SWEDEN		2 477	SEK	SUÈDE
SWITZERLAND		322	CHF	SUISSE
TURKEY		157	EUR	TURQUIE
UKRAINE		210	EUR	UKRAINE
UNITED KINGDOM	London	216	GBP	Londres ROYAUME-UNI
	Others	186	GBP	Autres
UNITED STATES	Washington	361	USD	Washington ÉTATS-UNIS
	New York	409	USD	New York
	Others	337	USD	Autres

II. TRAVEL EXPENSES ON MISSIONS

- 1** A staff member travelling on mission shall be entitled to reimbursement of the following travelling expenses:
 - the cost of the journey for the shortest standard route and most economical mode of transport;
 - the cost of seat reservations;
 - excess luggage charges, within limits previously authorised;
 - on production of vouchers, all supplements and subsidiary expenses of transport;
 - entertainment expenses actually incurred on production of vouchers within the limits previously authorised;
 - other necessary expenses actually incurred if justified (such as visas and injections). Expenses for passports are not reimbursed;
 - the cost of long-distance telephone calls or telex, if justified;
 - taxi fares, if justified;
 - costs for hiring a car after prior authorisation if in the interest of increased efficiency during the mission.
- 2** The mode and class of travel shall be determined in the Staff Instructions laid down by the Director General.

III. KILOMETRIC ALLOWANCE

1 Entitlement to the allowance

A staff member who is authorised to use a private car for duty travel, in accordance with the provisions of the Staff Rules, shall be entitled to a kilometric allowance under the conditions defined in paragraph 2 below. The allowance to be paid to the staff member shall be calculated on the basis of the rate applying in the country where the staff member is posted, irrespective of the country or countries where the travel takes place.

2 Conditions for granting the allowance

i) Use of a private car in the interests of the Organisation

- a) Staff members may be authorised to travel by private car in the interest of EUMETSAT. In such cases they shall be entitled to a kilometric allowance calculated on the basis of the shortest usual route.
- b) The allowance shall be paid on the basis of the rate applicable to the country of headquarters of EUMETSAT, irrespective of the country or countries where the travel takes place, as defined in the table below.

ii) Use of a private car for personal convenience

- a) Staff members travelling in private cars for their personal convenience with EUMETSAT's permission shall be entitled to the kilometric allowance. The total payment to them for the journey shall in no case, however, exceed the cost which would have been incurred had appropriate public transport by the shortest usual route (with no allowance for additional charges or reductions) been used. For the purposes of this provision, the cost of appropriate public transport shall be:
 - for a journey of 500 km or less, the train fare;
 - for all other journeys, the fare for air travel.
 - b) Staff members shall not be entitled to a daily subsistence allowance for any period in excess of the length of the journey corresponding to the use of the mode of transport on which the payment for travel expenses is based as set out under paragraph 2) ii) a) above.
 - c) Furthermore, any period exceeding the length of the journey corresponding to the use of the mode of transport retained as the basis for the reimbursement provided for in paragraph 2) ii) a) above shall be deducted from the staff member's annual leave.
- iii)** Staff members using their own cars must show beforehand that they hold an insurance policy covering third party risks and risks to passengers in particular. In the event of an accident, EUMETSAT will not refund the cost of any damage to property.

3 Amounts of the allowance for passengers

If the staff member has been authorised to carry passengers, he shall be paid an additional kilometric allowance equal to:

- for the first passenger, 10% of the rate for the kilometric allowance;
- for each additional passenger, 8% of the rate for the kilometric allowance.

4 Ancillary expenditure

If the shortest usual route followed involves special charges (such as tolls, transport of the car by a car ferry), such charges shall be reimbursed upon submission of receipts.

AMOUNTS OF THE KILOMETRIC ALLOWANCE
MONTANTS DE L'INDEMNITE KILOMETRIQUE

01.01.2015

	AMOUNTS MONTANTS	CURRENCY MONNAIE	
AUSTRALIA	0.70	AUD	AUSTRALIE
AUSTRIA	0.52	EUR	AUTRICHE
BELGIUM	0.50	EUR	BELGIQUE
CANADA	0.60	CAD	CANADA
DENMARK	5.22	DKK	DANEMARK
FINLAND	0.56	EUR	FINLANDE
FRANCE	0.52	EUR	FRANCE
GERMANY	0.45	EUR	ALLEMAGNE
GREECE	0.46	EUR	GRÈCE
HUNGARY	122.00	HUF	HONGRIE
ICELAND	88.80	ISK	ISLANDE
IRELAND	0.50	EUR	IRLANDE
ITALY	0.64	EUR	ITALIE
JAPAN	51.00	JPY	JAPON
KOREA	660.00	KRW	CORÉE
LUXEMBOURG	0.50	EUR	LUXEMBOURG
MEXICO	6.91	MXN	MEXIQUE
NETHERLANDS	0.57	EUR	PAYS-BAS
NEW ZEALAND	0.87	NZD	NOUVELLE-ZÉLANDE
NORWAY	5.87	NOK	NORVÈGE
POLAND	1.64	PLN	POLOGNE
PORTUGAL	0.53	EUR	PORTUGAL
SPAIN	0.49	EUR	ESPAGNE
SWEDEN	4.89	SEK	SUÈDE
SWITZERLAND	0.67	CHF	SUISSE
TURKEY	1.25	TRY	TURQUIE
UNITED KINGDOM	0.41	GBP	ROYAUME-UNI
UNITED STATES	0.39	USD	ÉTATS-UNIS

INDEMNITY FOR LOSS OF JOB

(Article 27)

- 1** The Director-General of EUMETSAT shall have power to award an indemnity for loss of employment to any staff member:
 - who holds a confirmed appointment;
 - and whose services are terminated for any one of the following reasons:
 - suppression of the budget post occupied by the staff member;
 - changes in the duties of the budget post occupied by the staff member of such a nature that he no longer possesses the required qualifications;
 - general staff cuts including those due to a reduction in or termination of the activities of EUMETSAT;
 - the withdrawal from EUMETSAT of the Member State of which the staff member is a national;
 - the transfer of the headquarters of EUMETSAT or of any of its units to another country and the consequent transfer of the whole staff concerned;
 - the refusal by the staff member, where his contract does not cover the point, to be permanently transferred to a country other than that in which he is serving;
 - and who, on expiry of his period of notice:
 - is not offered a post in the same grade in EUMETSAT, or
 - if employed in the public service, has not been immediately reintegrated in his national civil or military administration.
- 2** The method of calculating the indemnity differs as between fixed term appointments and indefinite term appointments.

The emoluments used as a basis in calculating the indemnity shall be taken into account at the expiry of the period of notice, even if the staff member has been exempted from serving it. The emoluments shall comprise basic salary, household allowance, dependants' allowance and EUMETSAT contribution to the Pension Scheme.

A. FIXED TERM APPOINTMENTS: AMOUNT OF INDEMNITY

3 The amount of indemnity for loss of job shall be equal to half the product of the monthly emoluments of the staff member multiplied by the number of months remaining up to the expiry of the term of his contract, provided that it shall in no case exceed:

- five months' emoluments in the case of a contract for three years or less;
- eight months' emoluments in the case of a contract for four years or for any term between three years and four years;
- ten months' emoluments in the case of a contract for more than four years.

4 Payment of the Indemnity

The indemnity shall be paid to the staff member in full at the time he leaves EUMETSAT.

B. INDEFINITE TERM APPOINTMENTS AMOUNT OF INDEMNITY

5 The amount of the indemnity expressed in months or fractions of a month of emoluments shall be one month's emoluments for each year of service from the date when the staff member joined EUMETSAT. However, the amount of indemnity so calculated shall be subject to a ceiling. This ceiling is set at eighteen months emoluments at 1st January 1987 and shall be raised at the rate of one month per year up to a maximum level of twenty-four months. Furthermore, the amount of indemnity shall not represent a number of months, or fractions of a month in excess of the period which the staff member would still have to serve before reaching the age limit specified by the Staff Rules of EUMETSAT.

6 The emoluments to be taken into account in calculating the amount of the indemnity shall be those received by the staff member at the date of leaving EUMETSAT.

7 Payment of Indemnity

The indemnity shall be paid in full at the time he leaves EUMETSAT.

SOCIAL SECURITY
(Article 28)

Staff members shall benefit from the social security system described below.

CHAPTER I

GENERAL PROVISIONS

ARTICLE 1

GENERAL PROVISIONS

Staff members shall benefit from the EUMETSAT social security system providing cover against the economic risks of accident, illness, death, maternity and unemployment under the conditions laid down in the following provisions and the Staff Instructions established by the Director-General for the implementation of such provisions.

ARTICLE 2

CONTRIBUTIONS

- 1 Staff members shall contribute to the social security system.
- 2 The staff members' contribution to the social security system shall be calculated as a percentage of their basic salaries. Exceptionally, the staff contribution to long-term care benefits and healthcare administration costs may be a fixed amount.
- 3 The rate of the staff contribution shall be 2.5% of the monthly basic salary towards benefits covering risks from accidents, illness, death and maternity and an additional contribution of 0.1% of their monthly basic salary towards benefits covering risks of unemployment. The staff contribution to long-term care insurance and to healthcare administration costs will be determined through Staff Instructions by the Director-General.
- 4 Recipients of a EUMETSAT pension shall pay a contribution in the amount of 2.5% of a reference pension based upon 35 years of service of the staff member in question at the grade and step on leaving service. These recipients shall contribute to long-term care benefits and to healthcare administration costs at the same rate as serving staff members.
- 5 Former staff members receiving EUMETSAT unemployment benefits shall pay contributions in the amount of 2.5% of their monthly unemployment benefits. Contributions towards long-term care benefits and to healthcare administration costs shall be made at the same rate as serving staff members.
- 6 Contributions to the EUMETSAT social security system will be deducted from the monthly basic salary, pension or unemployment benefits.

ARTICLE 3

COST REPARTITION

Regarding the cost of healthcare (including administration costs), death-in-service benefits and unemployment benefits, the long-term aim shall be a repartition of cost between the beneficiaries and EUMETSAT on a 1/3 : 2/3 basis. Regarding the cost of the long-term care benefits, the cost repartition shall be on a 1/2 : 1/2 basis.

CHAPTER II

HEALTHCARE BENEFITS

ARTICLE 4

HEALTHCARE BENEFITS

- 1 Healthcare benefits cover costs of medical treatment resulting from an accident, illness or maternity within the scope of a list of benefits as laid down in the Staff Instructions.
- 2 Active staff members, former staff members in receipt of a EUMETSAT pension and their respective spouses and dependent children are entitled to the same healthcare benefits in accordance with paragraph 1.
- 3 Persons in receipt of a EUMETSAT survivor's, reversion, orphan's or dependants' pension in accordance with the provisions of Annex VI Staff Rules are entitled to the same healthcare benefits as the staff members referred to in paragraph 2. Their spouses and dependent children are not entitled to these healthcare benefits.
- 4 For the duration of EUMETSAT unemployment benefits, former staff members and their spouses and dependent children are entitled to the same healthcare benefits as the staff members referred to in paragraph 2.
- 5 Staff members who resign, or whose contract is not renewed and who are unable to obtain cover from their national social security system, or their new employer, may obtain healthcare coverage on application if they pay the full costs of insurance as determined by the Staff Instructions. Persons insured are the former staff member, spouse and dependent children. Coverage is only provided for a duration of up to 12 months from the date of leaving service. Medical expenses are covered as determined by the Staff Instructions.
- 6 Spouses who are gainfully employed are entitled to healthcare benefits only up to the limit of the difference between the benefits provided by their health insurance scheme and those provided by the EUMETSAT healthcare scheme.

ARTICLE 5

INSURANCE CONTRACT

Healthcare and long-term care benefits may be provided on the basis of a contract with an insurer.

CHAPTER III

LONG-TERM CARE BENEFITS

ARTICLE 6

LONG-TERM CARE BENEFITS

- 1 Active staff members, former staff members in receipt of a EUMETSAT pension or EUMETSAT unemployment benefits, and their respective spouses and dependent children, who have, at 31 December 2004, concluded an insurance contract for long-term care that complies with the German social security system, or similar cover which is valid in another Member State, may obtain reimbursement of 50% of the cost of insurance premium incurred, subject to the ceilings established in the Staff Instructions.
- 2 Active staff members, former staff members in receipt of a EUMETSAT pension or EUMETSAT unemployment benefits, and their respective spouses and dependent children, shall be entitled to long-term care benefits in accordance with the terms of an insurance contract concluded by EUMETSAT.
- 3 Paragraphs 1 and 2 shall also apply to persons in receipt of a EUMETSAT survivor's, reversion, orphan's or dependants' pension in accordance with the provisions of Annex VI Staff Rules. Their spouses and dependent children are not entitled to these benefits.

CHAPTER IV

DEATH-IN-SERVICE BENEFITS

ARTICLE 7

DEATH-IN-SERVICE BENEFITS

- 1 Spouses, dependent children and legal heirs of active staff members are entitled to death-in-service benefits in case of death of active staff members.
- 2 Benefits are twice the staff members' annual basic salary and, in addition, three annual basic salaries in case of death due to an insured accident as defined in the Staff Instructions.

CHAPTER V
UNEMPLOYMENT BENEFITS
ARTICLE 8

ENTITLEMENT AND CONDITIONS OF ELIGIBILITY

- 1 Staff members who become unemployed as a result of termination of contract or discharge are eligible for unemployment benefits under the conditions laid down below.
- 2 To become eligible for unemployment benefit, a staff member must:
 - a) have completed a qualifying period of at least two years of EUMETSAT employment;
 - b) be unemployed immediately following the date on which he/she left the Organisation or the date on which EUMETSAT terminates his/her invalidity pension in accordance with Article 16 of Annex VI-A or Annex VI-B of the Staff Rules, as applicable;
 - c) have personally registered as unemployed with the labour authorities of the country of the staff member's last posting, the country of which the staff member is a national, or the country of which his/her spouse is a national;
 - d) be at the disposal of the employment agency of the relevant country;
 - e) have made all reasonable efforts to take up another acceptable employment. The criteria of acceptability are determined in accordance with the rules of the country in which the staff member registers as unemployed.
- 3 The staff member claiming unemployment benefits shall be required to provide documentary evidence of eligibility.
- 4 Entitlement to payment of unemployment benefits shall commence on the day following the date of termination of the staff member's contract or invalidity pension, as applicable.

ARTICLE 9

EXCLUSIONS

Exclusion from unemployment benefits shall be for the following reasons:

- a) separation from EUMETSAT due to resignation, refusal of a further contract by a staff member or dismissal;
- b) staff having the right to return to work for a national administration;

- c) staff eligible for a retirement pension from EUMETSAT or a national pension system. Concerning national pension systems, the notion of eligibility shall refer to the normal retirement age, as defined by the relevant national system;
- d) EUMETSAT invalidity pensioners, for such time as they are in receipt of a EUMETSAT invalidity pension.

ARTICLE 10

DURATION OF UNEMPLOYMENT BENEFITS

The maximum duration of entitlement to unemployment benefits depends on the age of the staff member at the time of leaving EUMETSAT employment or the date on which EUMETSAT terminates his/her invalidity pension, as applicable, in accordance with the following table:

Age	Duration of benefit
Under 36 years	6 months
37-40 years	9 months
41-45 years	12 months
46-50 years	18 months
51 and above	24 months

ARTICLE 11

AMOUNT OF UNEMPLOYMENT BENEFITS

- 1 The amount of monthly unemployment benefits shall be defined on the basis of the basic salary related to the grade and step of the staff member when leaving service with EUMETSAT.
- 2 The applicable basic salary shall be defined in accordance with the salary scales in force in the last duty station of the staff member.
- 3 Unemployment benefits shall depend on the family status of the staff member and shall be calculated in accordance with the following scale:

Staff member status	% of basic salary
- not entitled to household allowance	60%
- entitled to household allowance 65%	65%
- additional allowance per dependant child	2.5% (with a maximum of 10%)

- 4 The maximum amount of unemployment benefits shall correspond to the basic salary for grade A3, Step 1. The amount of unemployment benefits shall not be less than the basic salary for grade C1, Step 1.

ARTICLE 12

EXHAUSTION OF OTHER BENEFITS

- 1 Unemployment benefits will take into account any indemnity for loss of job as defined in Annex IV of the Staff Rules to avoid double-entitlement.
- 2 Unemployment benefits received by any national social security system will be deducted from EUMETSAT unemployment benefits to avoid double-entitlement.

CHAPTER VI

FINAL PROVISIONS

Annex V will enter into force on the date on which it is adopted by the Council.

PENSION SCHEME
(Article 28)

Staff members shall benefit from the pension scheme described below (Part A: 1986 Pension Scheme; Part B: 2011 Pension Scheme).

PART A

1986 PENSION SCHEME ("PENSION SCHEME OF THE COORDINATED ORGANISATIONS")

The 1986 Pension Scheme is the Pension Scheme of the Coordinated Organisations set out in the 94th Report of the CCG and applies to staff who took up duty:

- before 31 December 2010; or
- after 31 December 2010 but who were previously affiliated to this Pension Scheme of the Coordinated Organisations and have paid back the leaving allowance.

CHAPTER I

GENERAL PROVISIONS

ARTICLE 1

SCOPE

- 1** The pension scheme established by these Rules applies to staff holding indefinite term or definite or fixed term appointments in:
 - the Council of Europe;
 - the European Centre for Medium Range Weather Forecasts (ECMWF);
 - the European Organisation for the Exploitation of Meteorological Satellites (EUMETSAT);
 - the European Space Agency (ESA) (ex European Organisation for the Development and Construction of Space Vehicle Launchers (ELDO) and European Space Research Organisation (ESRO);
 - the North Atlantic Treaty Organisation (NATO);
 - the Organisation for Economic Co-operation and Development (OECD);
 - the Western European Union (WEU);who are not affiliated to any other pension scheme set up by one of these Organisations after 31 December 2000.
- 2** This scheme shall not apply to other categories of personnel defined in each Organisation, such as experts, consultants, temporary staff, auxiliary staff, employees and personnel hired under local labour legislation.
- 3** In these Rules, the term "Organisation" refers to that Organisation listed in paragraph 1 above which employs the staff members to whom these Rules apply and the term "staff member"^{*} means the staff referred to in paragraph 1 above.

ARTICLE 2

DEFERRED ENTITLEMENT

Where the medical examination which every staff member has to undergo as part of the appointment process (and the possible consequences of which have been duly notified to him before his appointment) shows him to be suffering from an illness or disablement, the Organisation may decide that, as regards risks arising from an illness or disablement existing before he took up his duties, the said staff member shall not be entitled to the invalidity or death benefits provided for in these Rules until the expiry of a period not exceeding five years from the date of his appointment. If a staff member leaves an Organisation listed in Article 1 and takes up employment in another Organisation listed in Article 1 within a period of not more

^{*} In the present Rules, the terms "staff member" and "beneficiaries" apply equally to men and women.

than six months, the time spent in the service of the first said Organisation shall be deducted from this five-year period.

ARTICLE 3

DEFINITION OF SALARY

- 1** For the purposes of these Rules, salary shall be the monthly basic salary of the staff member, according to the scales in force in the Organisations listed in Article 1.
- 2** The salaries taken into consideration for the calculation of benefits shall be those of serving staff members, whether in respect of benefits to be paid in the future or those actually being paid.

ARTICLE 4

DEFINITION OF SERVICE CONFERRING ENTITLEMENT TO BENEFITS

- 1** Subject to the provisions of Articles 5 and 41.1, entitlement to benefit under these Rules shall be determined by the total of the periods actually served in the Organisations listed in Article 1:
 - i) as a staff member,
 - ii) in any other capacity prior to appointment as a staff member, provided any periods so served were not separated by breaks of more than one year.
- 2** In addition to the total reckonable years of service thus calculated, a staff member may request, on cessation of work, that periods of service corresponding to certain statutory indemnities be taken into account, in particular, payment in lieu of notice, for loss of employment and for leave not taken under the provisions laid down by Instruction¹.
- 3** Periods of part-time service shall be taken into consideration in calculating entitlement to benefit under these Rules provided they correspond to at least half-time work as defined by the provisions laid down by Instruction.
- 4** The periods referred to in Article 16.3 shall also be taken into consideration.

¹ Unless otherwise specified, the term "provisions laid down by Instruction" refers, throughout these Rules, to the implementation provisions referred to in Article 52 of the Pension Rules.

ARTICLE 5

CALCULATION OF SERVICE CONFERRING ENTITLEMENT TO BENEFITS

1 Where a staff member appointed by one of the Organisations has previously served with one of the Organisations listed in Article 1², his entitlement to benefits under the terms of Article 4 shall be conditional upon his paying over to the Organisation which re-appoints him the amounts paid to him on leaving his previous service:

- i) pursuant to Article 11;
- ii) in respect of his Provident Fund Holding, within the limits stated in Article 44.2;

plus compound interest on such amounts at 4% per annum from the date when the staff member received them until the date when they are paid over in accordance with this paragraph.

Should the staff member fail to pay over the amounts in question, reckonable years of service shall count only as from the new appointment.

2 Where a staff member appointed by the Organisation was previously receiving a retirement pension in respect of service with one of the Organisations listed in Article 1, payment of that pension shall cease.

If the staff member refunds to the Organisation offering him a new appointment the pension payments he has received, the provisions of Article 4 shall apply on cessation of his new appointment.

If he does not make this refund, the years of service for which credit was acquired in the employment that originally entitled him to payment of the discontinued retirement pension shall be taken into account in the calculation of the retirement pension due on cessation of his new employment by reference to the salary for his last grading in such previous employment; moreover, that part of the final pension figure shall be abated by 5% for each whole year during which the staff member drew the initial pension before reaching pensionable age as laid down in Article 8.1.

3 Where a staff member ceases his functions at a grade or step lower than that which he had previously held in the Organisation or in a previous Organisation listed in Article 1, his entitlement to benefits under these Rules shall be determined by taking into account the total of his reckonable years of service and the benefits shall be calculated on the basis of the salary for the highest grading held by him. However, a reduction shall be made in the number of years of service to be credited to him in respect of time served at a lower grade or step after having held the grade by reference to which benefits are calculated; this reduction shall be proportionate to the difference between the said gradings.

² Insofar as the Pension Scheme set up by the present Rules is made applicable to staff members of the European Union Institute for Security Studies and Satellite Centre, Agencies of the European Union and previously of the WEU, a Member organisation of Co-ordination from the outset, such staff members shall benefit from the provisions of the present Article and of the other provisions of the Rules referring to Article 1.

- 4** For the implementation of paragraphs 2 and 3 above, salaries shall be taken into account in accordance with the scales in force when the final pension assessment is made.
- 5** The crediting of the periods referred to in Article 4.1 ii) shall be conditional on:
 - i) the staff member submitting an application to that effect within six months following his taking up duty as a staff member; the application shall specify the periods of service with which the staff member wishes to be credited;
 - ii) the Organisation giving its agreement;
 - iii) the staff member paying, for each month of service with which he is to be credited, the contribution provided for in Article 41 calculated on the basis of his first monthly salary as a staff member.
- 6** A staff member appointed by EUMETSAT before 1 January 1991 having previously served as a staff member of ESA shall be granted benefits under the terms of Article 4 in respect of ESA service as follows:
 - i) ESA service less than 10 years

Granted benefits shall be conditional upon his paying over to EUMETSAT no later than 30 June 1996 the amounts paid to him on leaving ESA service pursuant to Article 11, plus compound interest on such amounts at the rate of 4% per annum from the date when the staff member received them until the date when they are paid over in accordance with this paragraph. The benefit granted shall be the number of years and months of ESA service to which the payment made pursuant to Article 11 relates.

- ii) ESA service 10 years and above

The benefit granted shall be the amount of additional pension necessary to increase the deferred pension in respect of ESA service to that which would be payable on the basis of the grade and step on leaving EUMETSAT as defined in Article 10.

A staff member appointed by EUMETSAT between 1 January 1991 and 1 July 2012 and having previous pensionable service with ESA shall be entitled to inward transfer of pension rights only in accordance with the provisions of Article 12.

ARTICLE 6

RECKONABLE YEARS OF SERVICE

- 1** The benefits provided for under these Rules shall be calculated by reference to reckonable years of service consisting of:
 - i) service calculated in accordance with the provisions of Articles 4 and 5;
 - ii) service credited in accordance with Article 12.1.

- 2** Incomplete years of reckonable service shall be taken into account on the basis of one-twelfth of a year for each whole month of service. For benefit calculation purposes, the period remaining shall be treated as a whole month if it is equal to or more than fifteen days.

However, the period remaining shall not be taken into account for the purpose of calculating the ten years of service required for entitlement to the retirement pension provided for in Article 7.

- 3** In the case of part-time work:
- i) reckonable years of service shall be calculated in accordance with the ratio between the working hours corresponding to part-time service and the official number of hours for full-time work in the Organisation.
 - ii) however, reckonable years of service shall not be reduced when the staff member authorised to work part-time has contributed to the Pension Scheme on the basis of full-time work, by paying, in addition to his personal contribution to the Pension Scheme for the part corresponding to his part-time work, a contribution equal to three times the rate of contribution mentioned in Article 41.4 on the difference in salary between his part-time work and the corresponding full-time work, under the provisions laid down by Instruction.

ARTICLE 6 bis
PART-TIME SERVICE
EFFECTS ON THE CALCULATION OF ENTITLEMENT

- 1** Where at the time of termination of his service a staff member was working part-time, the salary taken into account in calculating his pension entitlement shall be that payable for full-time work at his grade and step as provided in these Rules.
- 2** However, when a staff member terminating his service in the circumstances described in paragraph 1 above had been recruited to serve on a part-time basis, or authorised to work part-time for an indefinite period or for a fixed term renewable by tacit agreement and if the provisions of Article 6.3 ii) are not applied, the rate of the invalidity pension provided for in Article 14.2, and the minimum and maximum amounts that apply, shall be set in accordance with the provisions laid down by Instruction.

CHAPTER II
RETIREMENT PENSION AND LEAVING ALLOWANCE
SECTION 1: RETIREMENT PENSION

ARTICLE 7
CONDITIONS OF ENTITLEMENT

A staff member who has completed ten or more years' service, within the meaning of Article 4, in one or more of the Organisations listed in Article 1 shall be entitled to a retirement pension.

ARTICLE 8
AGE OF ENTITLEMENT- DEFERRED PENSION AND EARLY PENSION

- 1** A staff member shall become eligible for a retirement pension at the age of 60.
- 2** Pension rights shall continue to accrue to a staff member continuing to be employed after pensionable age, but his pension shall not exceed the maximum amount laid down in Article 10.2.
- 3** If a staff member ceases his functions before pensionable age, payment of his retirement pension shall be deferred until he reaches that age.
- 4** However, a staff member who retires before pensionable age may request early payment of his pension provided he is at least 50 years old.

In such case, the amount of the retirement pension shall be reduced by reference to the age of the staff member when payment of his pension begins, as shown in the table below.

Age when payment of pension begins	Ratio of pension on early retirement to pension at 60
50	0.60
51	0.63
52	0.66
53	0.69
54	0.73
55	0.77
56	0.81
57	0.85
58	0.90
59	0.95

ARTICLE 9

COMMENCEMENT AND CESSATION OF ENTITLEMENT

- 1** Entitlement to payment of a retirement pension shall commence on the first day of the month following that in which the person concerned became eligible for payment of the pension.
- 2** Entitlement shall cease at the end of the month in which the pensioner dies.

ARTICLE 10

RATE OF PENSION

- 1** The amount of the retirement pension shall be, per reckonable year of service within the meaning of Article 6, 2% of the salary corresponding to the last grade held by the staff member for not less than one year before cessation of his appointment and the last step held in that grade.
- 2** The maximum rate of the pension shall be 70% of this salary, subject to the provisions of paragraph 3 below.
- 3** The amount of the retirement pension shall not be less than 4% of the salary for grade C1, step 1, per reckonable year of service credited pursuant to Article 6; it may not, however, exceed the staff member's last salary as defined in Article 3.

SECTION 2: LEAVING ALLOWANCE

ARTICLE 11

LEAVING ALLOWANCE

- 1** A staff member whose service ceases otherwise than by reason of death or invalidity and who is not entitled to a retirement pension or to the benefit of the provisions of Article 12.2 shall be entitled on leaving to a payment of:
 - i) the aggregate amount deducted from his salary in respect of his pension contribution, together with compound interest at the rate of 4% per annum;
 - ii) an allowance equal to one month and a half of his last salary multiplied by the number of reckonable years of service credited within the meaning of Article 6*;
 - iii) one-third of the amounts paid to the Organisation under the provisions of Article 12.1 together with compound interest at the rate of 4% per annum. Should, however, the whole of these amounts have to be refunded to his previous employer, the reckonable years of service corresponding to those amounts shall be disregarded in the calculation of the leaving allowance.

* See Article 33.7.

- 2** A staff member who is re-appointed by the Organisation after having received a leaving allowance must pay it back if the period during which he was not employed by the Organisation, in whatever capacity, is less than twelve months.

SECTION 3: INWARD AND OUTWARD TRANSFER OF PENSION RIGHTS

ARTICLE 12

INWARD AND OUTWARD TRANSFER OF PENSION RIGHTS

- 1** A staff member who enters the service of the Organisation after leaving the service of a government administration or national organisation, or international organisation not listed in Article 1 or a firm, may arrange for payment to the Organisation in accordance with the provisions laid down by Instruction, of any amounts corresponding to the retirement pension rights accrued under the pension scheme to which he was previously affiliated in so far as that scheme allows such a transfer.

In such cases, the Organisation shall determine, by reference to the provisions laid down by Instructions, the number of years of reckonable service with which the staff member shall be credited under its own Pension Scheme.

- 2** A staff member who leaves the service of the Organisation to enter the service of a government administration or national organisation, or international organisation not listed in Article 1, which has entered into an agreement with the Organisation, shall be entitled to transfer to the pension fund of that administration or organisation:
- i) either the actuarial equivalent of his retirement pension rights accrued under these Rules, such equivalent being calculated in accordance with the provisions laid down by Instruction;
 - ii) or, in the absence of such rights, the amounts provided under Article 11.

- 3** If, as a result of a staff member's transfer from one Organisation listed in Article 1 to another, the leaving allowance is paid by an Organisation other than that which received the amounts referred to in paragraph 1 above, Article 11.1.iii shall apply as if the Organisation responsible for paying the leaving allowance had received the amounts referred to.

CHAPTER III
INVALIDITY PENSION
ARTICLE 13
CONDITIONS OF ENTITLEMENT - INVALIDITY BOARD

- 1** Subject to the provisions of Article 2, an invalidity pension shall be payable to a staff member who is under the age limit laid down in the Staff Rules and who, at any time during the period in which pension rights are accruing to him, is recognised by the Invalidity Board defined below to be suffering from permanent invalidity which totally prevents him from performing his job or any duties corresponding to his experience and qualifications which may have been proposed to him by the Organisation.
- 2** The Invalidity Board shall consist of three medical practitioners, the first two being appointed by the Organisation and the staff member concerned, respectively, and the third one selected jointly by the first two. Cases shall be submitted to it by the Organisation either on its own initiative or at the request of the staff member concerned.

ARTICLE 14
RATE OF PENSION

- 1** Subject to the provisions of Article 5.3, the invalidity pension shall be equal to the retirement pension to which the staff member would have been entitled at the age limit laid down in the Staff Rules if he had continued to serve until that age, the requirement for a minimum of ten years' service under Article 7 not being applicable.
- 2** However, where the invalidity arises from an accident in the course of the performance of his duties, from an occupational disease, from a public-spirited act or from risking his life to save another human being, the invalidity pension shall be 70% of his salary. In the event of invalidity resulting from a cause other than these, the invalidity pension provided for in this paragraph may not be less than the invalidity pension which would be payable under paragraph 1 of this Article.
- 3** The salary used as a basis for the calculation of the invalidity pension referred to in paragraphs 1 and 2 above shall be the salary for the grade and step held by the staff member in accordance with the scales in force at the date laid down in Article 17.1.
- 4** The invalidity pension shall not be less than 120% of the salary for grade C1, step 1, but may not be more than the last salary, such salaries being those which appear in the scales in force at the date laid down in Article 17.1 subject to any adjustments provided for in Article 36.

- 5** In the case of invalidity deliberately brought about by the staff member, the Organisation shall decide whether he should receive an invalidity pension or only a retirement pension or a leaving allowance, depending on his length of effective service.

ARTICLE 15

CONCURRENT EARNINGS

- 1** Where a person in receipt of an invalidity pension is nevertheless gainfully employed, this pension shall be reduced by the amount by which his pension together with the remuneration he receives for the said employment exceeds the salary for the highest step in the grade he held at the time of his being recognised an invalid.
- 2** This reduction shall apply only up to the age limit laid down in the Staff Rules.

ARTICLE 16

MEDICAL EXAMINATION - TERMINATION OF PENSION

- 1** While a person receiving an invalidity pension is still under the age limit laid down in the Staff Rules, the Organisation may have him medically examined periodically to ascertain that he still satisfies the conditions for entitlement to such pension, in particular having regard to any new duties corresponding to his experience and qualifications which may have been proposed to him by the Organisation.
- 2** When a person receiving an invalidity pension who has not reached the said age limit ceases to satisfy the conditions for entitlement to the invalidity pension, the Organisation shall terminate that pension.
- 3** The time during which the person concerned has received his invalidity pension shall then be reckoned, without payment of back contributions, for the calculation of the leaving allowance or retirement pension, as the case may be.

ARTICLE 17

COMMENCEMENT AND CESSATION OF ENTITLEMENT

- 1** Entitlement to an invalidity pension shall commence on the first day of the month following the date of the beginning of the invalidity as recognised by the Invalidity Board.
- 2** Subject to the application of Article 16.2:
 - i) the invalidity pension payable under Article 14.2 shall be paid for life;
 - ii) in other cases, entitlement to an invalidity pension shall terminate:
 - either at the age limit laid down in the Staff Rules; or,
 - at the end of the month in which the recipient of such a pension dies.

Where the invalidity pension terminates because the person concerned has reached the age limit laid down in the Staff Rules, he shall, notwithstanding the ten-year minimum requirement provided for in Article 7, be entitled to a retirement pension calculated as if he had remained in service until that age.

- 3** Invalidity pensions assessed before 25 June 2003, whatever the cause of the invalidity, shall be paid for life.

CHAPTER IV

SURVIVOR'S AND REVERSION PENSIONS

ARTICLE 18

CONDITIONS OF ENTITLEMENT

- 1** The surviving spouse* of a staff member who died in service shall be entitled to a survivor's pension, provided they had been married to each other for at least one year at the time of the staff member's death, unless the death resulted either from disablement or illness contracted in the performance of his duties, or from an accident.
- 2** A reversion pension shall be payable to the surviving spouse:
 - i) of a former staff member receiving an invalidity pension, if they were married to each other for at least one year at the time of his being recognised an invalid; this condition of anteriority shall not apply if the marriage had existed for at least five years at the time of the former staff member's death, or if the death resulted either from disablement or illness contracted in the performance of his duties, or from an accident;

* Wherever it occurs in these Rules, the expression "surviving spouse" applies indifferently to the wife or husband of the deceased staff member.

- ii) of a former staff member receiving a retirement pension, if they had been married to each other for at least one year at the time when the former staff member's appointment ceased; this condition of anteriority shall not apply if the marriage had existed for at least five years at the time of the former staff member's death; or
 - iii) of a former staff member entitled to a deferred pension, if they had been married to each other for at least one year at the time when the former staff member's appointment ceased; this condition of anteriority shall not apply if the marriage had existed for at least five years at the time of his death.
- 3** The above-prescribed conditions of anteriority or minimum duration of marriage shall not apply where there are one or more children of the marriage or of a marriage of the staff member contracted prior to the cessation of his appointment, inasmuch as the non-remarried surviving spouse is providing for their needs; in such case, the survivor's or reversion pension shall be payable, under the derogation provided for in the present paragraph, for so long as the children are actually being so provided for.
- When they are no longer being so provided for, the survivor's or reversion pension shall nonetheless continue to be payable for so long as the surviving spouse does not have an income of his own from the exercise of any occupation, or from any retirement pension or other survivor's or reversion pension, equal to at least the amount of the survivor's or reversion pension from the Organisation.
- 4** Entitlement to a survivor's or reversion pension shall be subject to the provisions of Article 2.

ARTICLE 19

RATE OF PENSION

- 1** Survivor's and reversion pensions shall be 60% of:
- i) the retirement pension that would have been payable to the staff member, had he not died in service, on the basis of his reckonable years of service credited up to the time of his death, the requirement for a minimum of ten years' service under the provisions of Article 7 not being applicable;
 - ii) the deferred retirement pension that would have been paid to the former staff member at pensionable age as laid down in Article 8.1;
 - iii) the invalidity pension that was actually being paid to the former staff member at the time of his death, no account being taken of any reductions under Article 15;
 - iv) the retirement pension that was actually being paid to the former staff member at the time of his death, no account being taken of any reductions under Article 8.4.

- 2** Where a staff member has died as a result of an accident in the course of the performance of his duties, from an occupational disease, from a public-spirited act or from risking his life to save another human being, the survivor's pension shall be 60% of the invalidity pension to which the staff member would have been entitled under Article 14.2 had he survived.
- 3** The survivor's or reversion pension shall not be less than 35% of the staff member's last salary; nor shall it be less than 100% of the salary for grade C1, step 1.
- 4** However, the reversion pension shall not exceed the amount of the former staff member's own pension in the cases covered by paragraph 1 ii), iii) and iv) above, nor the amount of the pension to which the former staff member would have been entitled had he reached the age limit laid down in the Staff Rules at the time of his death.

ARTICLE 20

REDUCTION FOR DIFFERENCE IN AGE

Where the difference in age between the deceased staff member or former staff member and his younger surviving spouse and/or former spouse, less the length of time they have been married, is more than ten years, the survivor's or reversion pension, calculated in accordance with the preceding provisions, shall be subject to a reduction, per year of difference, amounting to:

- 1% for the years between ten and twenty, but not including twenty;
- 2% for the years twenty up to, but not including, twenty-five;
- 3% for the years twenty-five up to, but not including, thirty;
- 4% for the years thirty up to, but not including, thirty-five;
- 5% for the years from thirty-five upwards.

ARTICLE 21

REMARRIAGE

- 1** Entitlement to a survivor's or reversion pension shall cease on remarriage. The survivor shall be entitled to immediate payment of a capital sum equal to twice the annual amount of the pension, if there are no dependent children to whom the provisions of Article 25.4 apply.
- 2** The capital sum paid to the ex-spouse shall not be more than the amount to which he could still be entitled under Article 22.1.

ARTICLE 22

RIGHTS OF A FORMER SPOUSE

- 1** The non-remarried former spouse of a staff member or former staff member shall, on the latter's death, be entitled to a survivor's or reversion pension, provided that the staff member or former staff member was, at the time of his death and by virtue of a court decision which has become final and binding, under an obligation to pay maintenance or compensation to the former spouse in a personal capacity; but the survivor's or reversion pension shall not exceed the amount of such payment nor the payment duration foreseen in such court decision.

This entitlement shall not arise if the former spouse remarried before the staff member or former staff member died. If remarriage takes place after the staff member's or former staff member's death and while the conditions laid down in the sub-paragraph above are still fulfilled, the provisions of Article 21 shall apply.

- 2** Where a staff member or former staff member dies leaving both a spouse entitled to a survivor's or reversion pension and a non-remarried former spouse fulfilling the conditions laid down in paragraph 1 above, the whole of the survivor's or reversion pension shall be divided between the before-mentioned persons in proportion to the duration of their marriages.

The amount to which a non-remarried former spouse is entitled shall, however, not be more than the amount of maintenance or compensation payable at the time of the death of the staff member or former staff member.

- 3** Where one of the persons entitled to a survivor's or reversion pension renounces his share, ceases to satisfy the conditions of entitlement or forfeits his rights under Article 35, or where the amount of his pension has been restricted under the terms of the second sub-paragraph of paragraph 2 above, his share shall accrue to the share of the other person, except where pension rights revert to orphans, as provided under the last sub-paragraph of Article 25.3. In such a case, the restriction laid down in the second sub-paragraph of paragraph 2 above shall apply.
- 4** Reductions in respect of difference in age as provided for in Article 20 shall be applied separately to survivors' and reversion pensions calculated in accordance with the present Article.

ARTICLE 23

COMMENCEMENT AND CESSATION OF ENTITLEMENT

- 1** Entitlement to a survivor's or reversion pension shall commence from the first day of the month following that in which the staff member or former staff member died. If the salary of a staff member who died in service continues to be paid to a surviving spouse or former spouse directly and in full, under the Staff Rules of the Organisation, payment of the pension to the person concerned shall be deferred accordingly.

- 2** Entitlement to a survivor's or reversion pension shall cease at the end of the month in which the recipient of the pension dies or ceases to satisfy the conditions for entitlement to that pension.

ARTICLE 24
INCAPACITATED WIDOWER

Article Repealed

CHAPTER V
ORPHAN'S OR DEPENDANT'S PENSION
ARTICLE 25
RATE OF ORPHAN'S PENSION

- 1** Where a staff member or former staff member receiving a retirement or invalidity pension or entitled to a deferred pension dies, his children shall be entitled to an orphan's pension if they fulfil the conditions laid down in paragraph 2.
- 2** The legitimate, natural or adopted children of a staff member or former staff member who has died shall be entitled to an orphan's pension:
 - i) when the deceased or his household provided their main and continuing support at the time of death; and
 - ii) when they satisfy the conditions of age, education or handicap required for the granting of the allowance for a dependent child.

The legitimate or natural children of a deceased staff member or former staff member who were born not more than 300 days after his death shall also be entitled to an orphan's pension.

- 3** Where there are one or more persons entitled to a survivor's or reversion pension, the amount of the orphan's pension shall correspond to the higher of the following amounts:
 - i) 40% of the survivor's or reversion pension, no account being taken of reductions pursuant to Article 20; or
 - ii) 50% of the salary for grade C1, step 1, according to the scale in force when the former staff member's pension was assessed, this amount being updated in accordance with the provisions of Article 36, or, if he was not receiving a retirement or invalidity pension, according to the scale in force at the time of death.

The orphan's pension shall be increased, in respect of the second and every further beneficiary, by an amount equal to the allowance for a dependent child.

The orphan's pension shall be brought up to the level provided for in paragraph 4 below in the event of the beneficiaries of a survivor's or reversion pension dying or remarrying or losing their right to that pension.

- 4** Where there are no beneficiaries of a survivor's or reversion pension, the orphan's pension shall correspond to the higher of the following amounts:
- i) 80% of the survivor's or reversion pension, no account being taken of reductions pursuant to Article 20; or
 - ii) 100% of the salary for grade C1, step 1, according to the scale in force when the former staff member's pension was assessed, this amount being updated in accordance with the provisions of Article 36, or, if he was not receiving a retirement or invalidity pension, according to the scale in force at the time of death.

The orphan's pension shall be increased, in respect of the second and every further beneficiary, by an amount equal to twice the allowance for a dependent child.

- 5** The total amount of the orphan's pension shall be divided equally among all the orphans.
- 6** Dependant's pensions assessed before 25 June 2003 shall continue to be paid.

ARTICLE 25bis

RATE OF PENSION FOR OTHER DEPENDANTS

- 1** Where a staff member or former staff member receiving a retirement or invalidity pension or entitled to a deferred pension dies, the persons (including children not fulfilling the conditions laid down in Article 25) recognised as satisfying the conditions for the granting of the allowance for a dependent child or dependent person under the Staff Rules of the Organisation shall be entitled to a dependant's pension.
- 2** The pension paid to each dependant shall be equal to the lowest of the following amounts:
- i) the amount, as recognised by the Organisation, of the support provided to that person by the staff member or former staff member at the time of his death;
 - ii) twice the amount of the dependant's allowance in force in the Organisation at the time of the death of the staff member or former staff member; or
 - iii) where an orphan's pension is paid, the amount of each orphan's share pursuant to Article 25.5.

ARTICLE 26
COMMENCEMENT AND CESSATION OF ENTITLEMENT

- 1** The pensions provided for under Articles 25 and 25 bis shall be payable as from the first day of the month following that in which the staff member or former staff member died. If the salary of a staff member who died in service continues to be paid to a surviving spouse or former spouse, directly and in full, under the Staff Rules of the Organisation, payment of the pensions shall be deferred accordingly.
- 2** The pensions under Articles 25 and 25 bis shall cease to be payable at the end of the month in which the child or other dependant ceases to satisfy the conditions for entitlement to the allowance for a dependent child or dependent person under the Staff Rules of the Organisation.

ARTICLE 27
BENEFICIARIES OF MORE THAN ONE CATEGORY

- 1** Where a staff member or former staff member leaves a spouse or former spouse, on the one hand, and children or dependent persons, on the other, with entitlement to a pension, the total pension, calculated as if for a surviving spouse having all these persons dependent on him, shall be apportioned among the various categories of beneficiaries in proportion to the pensions which would have been payable to each category if treated separately.
- 2** Where there are children or dependent persons from different family groups with entitlement to a pension, the total pension, calculated as though all were from the same family group, shall be apportioned among the various categories of beneficiaries in proportion to the pensions which would have been payable to each category if treated separately.

CHAPTER VI

FAMILY ALLOWANCES

ARTICLE 28

GENERAL PROVISIONS

- 1** Household allowance, children's or dependants' allowance, handicapped child allowance and education allowance, paid to the staff members of the Organisation as family allowances, are granted according to the modalities and conditions of entitlement provided for under the Organisation's Staff Rules and under the present Rules:
 - i) to the recipient of a retirement pension as from the age of 60;
 - ii) to the recipient of an invalidity pension;
 - iii) to the recipient of a survivor's or reversion pension, in respect of the sole beneficiaries who were or would have been recognised as depending on the staff member or the former staff member if he had not died.
- 2** The double entitlement regulations apply to any allowance of the same nature, regardless of its name.
- 3**
 - i) The household allowance shall be calculated by reference to the pension of the recipient.
 - ii) Where the recipient of a survivor's or reversion pension is a staff member of one of the Organisations listed in Article 1 or is in receipt of a pension assessed by any of these organisations, only one household allowance shall be granted.
 - iii) Where the spouse of a person entitled to a pension referred to in paragraph 1 is a staff member of one of the Organisations listed in Article 1 or is in receipt of a pension assessed by any of these organisations, the household allowance shall only be paid to one of these spouses.
 - iv) Where the spouse of the recipient of a pension referred to in paragraph 1 is entitled, under another scheme, to an allowance of the same nature as the household allowance, only the difference between the amount of the allowance under the present scheme and that of the allowance received by the spouse under the other scheme shall be paid to the recipient of the pension.
- 4** Where the recipient of a pension referred to in paragraph 1, or his household or the beneficiary concerned, is entitled to allowances referred to in paragraph 1 and also, under another scheme and for the same person, to a children's or dependants' allowance, or a handicapped child allowance of the same nature as those referred to in paragraph 1, the Organisation shall only pay the difference between the amount of the allowances granted under the present scheme and that of the allowances received under the other scheme.
- 5** The deduction of family allowances received under another scheme, referred to in Article 28.3 and Article 28.4, shall be automatic, save where the recipient produces evidence that the above-mentioned scheme makes a deduction of the amounts received under the present scheme.

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- 6** The amount of the allowance for a child or other dependant payable to the recipient of a survivor's or reversion pension shall be twice the normal amount.
- 7** Entitlement to the allowances provided for in this Article shall cease at the end of the month in which the conditions for entitlement to those allowances under the Staff Rules of the Organisation are no longer satisfied.

CHAPTER VII

CEILING ON BENEFITS

ARTICLE 29

CEILING ON BENEFITS FOR SURVIVING SPOUSE, FORMER SPOUSE(S), ORPHANS AND/OR DEPENDANTS

- 1 Where a staff member dies, the total amount payable in respect of survivor's, orphan's and dependant's pensions and of family allowances shall not exceed the maximum of the retirement pension referred to in Articles 10.2 and 10.3, together with the family allowances to which the deceased staff member was entitled. In any event, this total shall not exceed the last salary received by the staff member together with the family allowances to which he was entitled.
- 2 Where a former staff member receiving a retirement pension dies, the total amount payable in respect of reversion, orphan's and dependant's pensions and of family allowances shall not exceed the amount of the pension and family allowances received by the former staff member.
- 3 Where a former staff member entitled to a deferred or invalidity pension dies, the total amount payable in respect of reversion, orphan's and dependant's pension and of family allowances shall not exceed the amount of the retirement pension and family allowances he would have received if he had reached the statutory age limit at the time of his death.
- 4 The amounts payable in respect of survivor's, reversion, orphans' and dependants' pensions shall, where applicable, be reduced in proportion to the share of each beneficiary.

CHAPTER VIII

PROVISIONAL PENSIONS

ARTICLE 30

CONDITIONS OF ENTITLEMENT

- 1 Where a staff member or former staff member entitled to a retirement or invalidity pension has been missing for more than one year in circumstances justifying a presumption of death, the persons entitled under him may provisionally be awarded a survivor's, reversion, orphan's or dependant's pension, as appropriate.
- 2 The provisions of paragraph 1 above shall apply *mutatis mutandis* to persons recognised as dependants of a person in receipt of a survivor's or reversion pension, who has been missing for more than one year.
- 3 Provisional pensions under paragraphs 1 and 2 above shall be converted into definitive pensions when the death of the staff member, former staff member, spouse or former spouse has been established officially or when that person has been declared missing by a final court decision.

CHAPTER IX
DETERMINATION OF THE AMOUNTS OF BENEFITS
SECTION 1: ASSESSMENT OF ENTITLEMENT

ARTICLE 31
ORGANISATION RESPONSIBLE FOR THE ASSESSMENT

- 1** The assessment of entitlement to the benefits payable under these Rules shall be made by the Organisation, with the assistance of the International Service for Remunerations and Pensions, responsible for such part of the work as entrusted to it by the Organisation.
- 2** A detailed statement of the assessment shall be communicated to the staff member or the persons entitled under him after approval by the Organisation on the advice of the Pension Administrative Committee of the Co-ordinated Organisations (PACCO) referred to in Article 51.
- 3** Until this approval has been given, pensions shall be paid on a provisional basis.

ARTICLE 32
NO DOUBLE ENTITLEMENT

- 1** Without prejudice to the application of Articles 4 and 5, the following may not be paid concurrently out of the budgets of one or more of the Organisations listed in Article 1:
 - i) a retirement and an invalidity pension as provided for in these Rules or under the Rules of the New Pension Scheme or of the Defined Benefit Funded Pension Scheme³;
 - ii) a retirement or invalidity pension and unemployment benefits;
 - iii) two retirement pensions³.
- 2** Recipients of a retirement or invalidity pension under the present Rules may not be granted the status of staff member in the meaning of Article 1. The modalities for double entitlement to a retirement pension and any other remuneration paid by a Coordinated Organisation shall be defined by each Organisation.
- 3** Where they are due to the same cause, there can be no double entitlement to benefits under the present Rules and annuities under a scheme distinct from the Pension Scheme and financed by an Organisation listed in Article 1.

³ Except for long term consultants at ECMWF.

ARTICLE 33

BASIS OF CALCULATION

- 1** Pensions provided for in these Rules shall be calculated by reference to the salary defined in Article 3 and to the scales applicable to the country of the former staff member's last posting.
- 2** However, if the former staff member settles subsequently:
 - i) in a Member country of one of the Organisations listed in Article 1 of which he is a national; or
 - ii) in a Member country of one of the Organisations listed in Article 1 of which his spouse is a national; or
 - iii) in a country where he has served at least five years as a staff member in one of the Organisations listed in Article 1

he may opt for the scale applicable to that country.

The option shall apply to only one of the countries referred to in this paragraph, and shall be irrevocable except where paragraph 3 below is applicable.

- 3** On the death of his spouse, a former staff member who settles in the country of which he is a national, or of which such deceased spouse was a national, may opt for the scale applicable in that country.

The same option shall be open to the surviving spouse or former spouse of a former staff member and to orphans who have lost both parents.

- 4** The options available under paragraphs 2 and 3 shall be irrevocable.
- 5** If the staff member, spouse, former spouse or orphan opts for the scale of a country referred to in paragraph 2, but there is no scale approved by the Organisation for that country, the scale applicable to the country in which the Organisation responsible for paying his pension has its headquarters shall be applied temporarily until a scale has been adopted for the country chosen.
- 6** The scales referred to in this Article are those in force on the first day of the month following that in which the staff member's appointment has ceased.
- 7** The provisions of paragraph 2 above do not apply to the benefits under Article 11. However, a staff member who settles in a country of which he is a national may have the leaving allowance provided for in Article 11.ii) calculated in accordance with the scale for that country, provided such a scale has been approved by the Organisation at the time of his departure.

ARTICLE 34
RE-ASSESSMENT - CANCELLATION

- 1** The benefits may be re-assessed at any time in the event of error or omission of any kind. Any undue payments must be reimbursed. They may be deducted from the benefits payable to the person concerned or to the persons entitled under him or from the amounts due to his estate. The reimbursement may be spread over a period.
- 2** Benefits shall be subject to modification or cancellation if their award was contrary to the provisions of these Rules.

ARTICLE 35
REQUIREMENT OF EVIDENCE - FORFEITURE OF RIGHTS

- 1** Persons who are eligible for benefits under these Rules shall inform the Organisation or the International Service for Remunerations and Pensions of any facts which may affect their entitlement to benefits and furnish such supporting evidence as may be required by them.

Should they fail to comply with these obligations, they may be deprived of the right to benefits under these Rules; save in exceptional circumstances, they shall refund any sums received to which they were not entitled.

- 2** Where the surviving spouse, orphans or other dependants of a deceased staff member or former staff member fail to apply for their pension within twelve months from the date of his death, payment of the benefits under these Rules may, at the discretion of the Organisation, be deferred until the first day of the month following that in which they make their application.
- 3** Where a staff member's or a former staff member's former spouse referred to in Article 22 fails to apply for a pension within twelve months from the date of his death, the former spouse's rights may, at the discretion of the Organisation, be wholly forfeited.

SECTION 2: ADJUSTMENT OF BENEFITS

ARTICLE 36*

ADJUSTMENT OF BENEFITS

Should the Council of the Organisation responsible for the payment of benefits decide on an adjustment of salaries in relation to the cost of living, it shall grant at the same time an identical adjustment of the pensions currently being paid, and of pensions whose payment is deferred.

Should salary adjustment be made in relation to the standard of living, the Council shall consider whether an appropriate adjustment of pensions should be made.

SECTION 3: PAYMENT OF BENEFITS

ARTICLE 37

MODE OF PAYMENT

- 1 Subject to the provisions of Article 11 and unless otherwise provided under these Rules, pensions, family allowances and provisions for tax adjustments shall be paid monthly in arrears.
- 2 These amounts shall be paid by the Organisation, or by the International Service for Remunerations and Pensions if it has been empowered to do so.
- 3 Benefits shall be paid in the currency used in their calculation in accordance with Article 33.
- 4 Benefits shall be paid to the pensioner by bank transfer to his account either in the country whose scale was used to calculate these benefits, or in the country in which he resides.

ARTICLE 38

SUMS OWED TO THE ORGANISATION

Any sum owed by a staff member, former staff member or pensioner to any of the Organisations listed in Article 1 at the date when the benefits are payable under these Rules shall be deducted from the amount of these benefits or from the benefits payable to those entitled under him. The deduction may be spread over a period.

* Article 36 of the Pension Scheme Rules, relating to the arrangements for the adjustment of benefits, shall be interpreted, in all circumstances and whatever the current salary adjustment procedure, as follows: whenever the salaries of staff serving in the Co-ordinated Organisations are adjusted -- whatever the basis for adjustment -- an identical proportional adjustment will, as of the same date, be applied to both current and deferred pensions, by reference to the grades and steps and salary scales taken into consideration in the calculation of these pensions.

ARTICLE 39
RIGHT OF SUBROGATION

- 1** Where a staff member's invalidity or death is attributable to a third party, the award of the benefits provided for in these Rules shall in principle be made subject to the beneficiary assigning to the Organisation his claims against such third party, up to the amount of such benefits.
- 2** However, the Organisation may waive its right to take action pursuant to such subrogation against the third party concerned where special circumstances justify such a waiver.

CHAPTER X
FINANCING THE PENSION SCHEME

ARTICLE 40
CHARGE ON BUDGETS

- 1** Benefits paid under this Pension Scheme shall be charged to the budgets of the Organisation responsible for the assessment of these benefits pursuant to Article 31.
- 2** The Member States of the Organisation jointly guarantee the payment of these benefits.
- 3** In the event of a merger, reconstitution or other transformation or in the event of dissolution of the Organisation, the Council or any ad hoc body set up, where required in one of the aforementioned cases, shall take the necessary measures to ensure uninterrupted payment of the pension scheme benefits until cessation of entitlement of the last beneficiary.
- 4** Should a country, being a Member or ex-Member of the Organisation, fail to comply with its obligations under this Article, the other countries shall meet the cost thereof in proportion to their contribution to the budgets of the Organisation as fixed annually from and after the said country's default.

ARTICLE 41
STAFF MEMBER'S CONTRIBUTION - COSTING THE SCHEME

- 1** Staff members shall contribute to the Pension Scheme.
- 2** The staff members' contribution to the Pension Scheme shall be calculated as a percentage of their salaries and shall be deducted monthly.
- 3** The rate of the staff contribution shall be set so as to represent the cost, in the long term, of one-third of the benefits provided under these Rules.
- 4** The rate of the staff contribution shall be 9.5%.

- 5** An actuarial study shall be carried out every five years for all the Organisations listed in Article 1, using the method described in Appendix 1. In accordance with the results of that study, the staff contribution rate shall automatically be adjusted, with effect from the fifth anniversary of the preceding adjustment, the rate being rounded to the nearest first decimal.

However, in the event of exceptional circumstances, the Co-ordinating Committee on Remuneration (CCR) could recommend that the date of that study, and of any adjustment of the contribution rate resulting therefrom, be advanced.

In such a case the normal 5-year interval between two studies and any adjustment of contributions resulting therefrom shall begin as from the date of that supplementary study except for a new application of the provisions of the preceding sub-paragraph.

- 6** Contributions properly deducted shall not be recoverable. Contributions improperly deducted shall confer no rights to pension benefits; they shall be refunded at the request of the staff member concerned or those entitled under him without interest.

CHAPTER XI

PROVISIONS RELATING TO ADJUSTMENT OF PENSIONS

ARTICLE 42

PENSIONS WHICH ARE SUBJECT TO NATIONAL TAX LEGISLATION

- 1** The recipient of a pension under these Rules shall be entitled to the adjustment applying to the Member State of the Organisation in which the pension and adjustment relating thereto are chargeable to income tax under the tax legislation in force in that country.
- 2** The adjustment shall equal 50% of the amount by which the recipient's pension would theoretically need to be increased, were the balance remaining after deduction of the amount of national income tax or taxes on the total to correspond to the amount of the pension calculated in accordance with these Rules.

For such purpose, there shall be drawn up, for each Member State, in accordance with the Implementing Instructions referred to in paragraph 6, tables of equivalence specifying, for each amount of pension, the amount of the adjustment to be added thereto. The said tables shall determine the rights of the recipients.

- 3** In calculating the theoretical amount of income tax or taxes referred to in paragraph 2 of this Article, account shall be taken only of the provisions of tax legislation and regulations affecting the basis of liability and the amount of income tax or taxes for all pensioner-taxpayers in the country concerned.

Pensioners without spouse or dependants shall be deemed to be in the position of a pensioner without entitlement to any tax reliefs or allowances for family responsibilities, all other recipients being deemed to be pensioners enjoying the tax reliefs and allowances of a person who is married without children.

No account shall be taken:

- of individual factors related to the personal circumstances or private means of a particular pensioner;
- of income other than that arising under these Rules;
- of the income of the spouse or dependants of the pensioner.

On the other hand, account shall, in particular, be taken of circumstances arising in the course of the year as a result of:

- a change in civil status or settlement in another place of residence with a different taxation system;
- commencement or cessation of payment of the pension.

- 4** The Organisation shall supply the Member States concerned with the names, forenames and full address of pensioners and the total amount of the pension and adjustment.
- 5** The recipient of an adjustment as specified in this Article shall be required to inform the Organisation of his full address and of any subsequent change therein. Such recipient shall produce evidence of his pension and the relative adjustment having been declared or taxed; should he fail to comply with this obligation, he shall be deprived of the right to this adjustment and shall refund any amounts unduly received in this respect.
- 6** The other procedures for calculating the adjustment and, in particular, those necessitated by the special features of certain national tax laws, and the procedure for payment of the adjustment shall be laid down in the Implementing Instructions established in accordance with the tax legislation of Member States.
- Notwithstanding Article 52, the Implementing Instructions referred to in this paragraph shall require approval by the Council (see Appendix 2).

CHAPTER XII

TRANSITIONAL ARRANGEMENTS APPLICABLE TO STAFF WHOSE SERVICE BEGAN BEFORE 1ST JULY 1974

SECTION 1: STAFF WHOSE SERVICE DID NOT TERMINATE BEFORE 1ST JANUARY 1973

ARTICLE 43

SCOPE

- 1 Permanent staff serving on 1st July 1974, must, within the period referred to in paragraph 4 i) of this Article, state in writing which one of the options referred to in Articles 44, 45 and 48 they wish to select. Staff failing to make their choice within that period shall be deemed to have chosen the option under Article 44 and to elect to be credited with past service for the periods referred to in paragraph 2 of that same Article.
This choice shall be irrevocable both for the staff member and for persons entitled under him.

- 2
- i) Should a staff member who was serving on 1st July 1974 become incapacitated without having made the choice referred to in this Article, his choice will in future be limited to Articles 44 and 48.
 - ii) Should a staff member who was serving on 1st July 1974 die without having made the choice referred to in this Article, his spouse or, in the event of the latter's death, his orphans or other dependants, may only make the choices referred to in sub-paragraph i) above.
 - iii) The choice in favour of Article 44 or 48 must, in any event, be made by the staff member, or the persons entitled under him, within the period referred to in paragraph 4 i) of this Article, or, in the event of death of the staff member or his spouse, six months after the date on which the Organisation has notified the new scheme to the persons entitled under them.

In the cases dealt with in this paragraph 2, if the choice is not made within the time limit laid down, the staff member or the persons entitled under him shall be deemed to have made the choice covered by Article 48.

- 3
- i) Staff who have left the Organisation between 1st January 1973 and 1st July 1974 may also opt for the Pension Scheme under the terms of Article 44 provided they make an application to this effect within the period referred to in paragraph 4 i) of this Article.

- ii) Should a staff member to whom this paragraph applies die without having opted for Article 44, the persons entitled under him may exercise such option not later than six months after the date on which they have been notified of the new scheme by the Organisation.

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- i) The option period provided for in this Article shall end in each of the Organisations listed in Article 1.1 one year after final approval of these Rules has been given by the Council of the said Organisation, save in the cases referred to in paragraphs 2 iii) and 3 ii) of this Article.
- ii) The options provided for under this Section of the Rules shall take effect on 1st July 1974; however, the option referred to in paragraph 3 above shall take effect on the date of the award of the benefits under the Pension Scheme, but not earlier than 1st January 1973.

ARTICLE 44

PENSION WITH CREDIT FOR PAST SERVICE

- 1** A staff member to whom this Section of the Rules applies and who has chosen the option provided for by this Article shall be bound by the terms of the Pension Scheme, and be credited with any periods served by him before 1st July 1974 in one or more of the Organisations listed in Article 1.
- 2** A staff member credited with past service under paragraph 1 shall surrender his holding in the Provident Fund.

However,

- i) for the period prior to the setting-up of the Provident Fund, the staff member shall retain the difference between a) the amounts contributed by the Organisation plus their yield up to the date when the option referred to in Article 43.4 ii) takes effect, and b) the aforesaid amounts plus compound interest at 4 per cent per annum up to the aforesaid date;
- ii) for the period between the setting-up of the Provident Fund and the date when the option referred to in Article 43.4 ii) takes effect, the staff member shall retain such part of his holding as exceeds 21 per cent of the salaries paid to him during this period plus compound interest at 4 per cent per annum on the said amount of 21 per cent up to the aforesaid date;
- iii) notwithstanding the provisions of sub-paragraphs i) and ii) above, a staff member may not retain that part of his Provident Fund holding which corresponds to any interest-bonuses granted in certain Organisations.

The cost of crediting past service under this paragraph shall be determined in nominal terms in the currency of the country or countries of service where the salaries used as a basis for the calculation of contributions were actually paid, the necessary conversions into the currency ultimately used for keeping the individual accounts being effected on the basis of exchange rates in use for Provident Fund operations on the date when the option takes effect. In cases where the Provident Fund holding paid over to a staff member when he left is refunded, the cost of crediting past service may be paid directly in the currency (or currencies) in which the contributions were payable.

The crediting of past service in the manner prescribed in this paragraph shall be irrevocable and must include all periods of service covered by this paragraph.

3

- i) Where a staff member has exercised his right to make withdrawals from his Provident Fund holding and where, in consequence, the amount standing to his credit is less than the amount he would have surrendered under paragraph 2 if he had not made withdrawals, service prior to 1st July 1974 shall only be credited in the proportion these two amounts bear to each other.
 - ii) This provision shall not apply where a staff member has, within the period referred to in Article 43.4 i), undertaken to repay the difference between the two amounts plus compound interest at the rate of 4 per cent per annum as from that date.
If the staff member makes only partial repayment, past service shall only be credited in the proportion referred to in the first sub-paragraph above.
 - iii) Should a staff member become incapacitated or die without having made the choice referred to in this Article, the figure of 70 per cent referred to in Article 14.2 as well as the minimum pensions referred to in Articles 14.4 and 19.3 shall be reduced according to the ratio between:
 - the total number of years of service that would have been reckonable -up to the age limit laid down in the Staff Regulations, in the event of invalidity - allowing for the reductions referred to in this paragraph, and
 - the total number of years of service that would have been credited if the staff member had entirely repaid the withdrawals made from his Provident Fund holding.
 - iv) Repayments provided for in this paragraph must be made within the time limit laid down in the Instructions for the implementation of these Rules.
- 4** A staff member may also, within the period referred to in Article 43.4 i), ask to be credited with service completed before his appointment as a permanent staff member, in accordance with Article 5.5.

- 5** A staff member to whom this Article applies and who leaves the Organisation at the age limit laid down in the Staff Regulations after having completed less than the ten years required under Article 7 shall be entitled to opt for a grant calculated in accordance with Article 11 or for a proportionately reduced pension calculated in accordance with Article 10.

ARTICLE 45

PENSION WITHOUT CREDIT FOR PAST SERVICE

- 1** A staff member to whom this Section of the Rules applies and who has chosen the option provided for by this Article shall be bound by the terms of the Pension Scheme but shall in derogation of Article 5.1 ii) irrevocably renounce the right to be credited with service prior to 1st July 1974 in one or more of the Organisations listed in Article 1.1.
- 2** If he leaves the Organisation without completing ten years' service subsequent to 1st July 1974 he shall receive a leaving allowance as provided for in Article 11 in respect of his service subsequent to that date.
- 3** If he leaves the Organisation after completing ten or more years' service subsequent to 1st July 1974 he shall, subject to the conditions laid down in Chapter II, be entitled to a retirement pension for his service subsequent to that date. In the calculation of the minimum retirement pension provided under Article 10.3 only the years served after the aforementioned date shall be taken into account.
- 4** If he becomes incapacitated or dies while serving, the provisions of Chapters III to VI shall be applied as appropriate.

ARTICLE 46

BONUS FOR SERVICE AFTER THE AGE OF SIXTY

- 1** A staff member to whom this Section of the Rules applies, who has chosen one of the options given in Articles 44 and 45, and who has continued to serve beyond the age of sixty, shall, in respect of each year completed after that age, be entitled to an increase in pension corresponding to 5 per cent of the reckonable years of service credited to him at the age of sixty, but
- i) the increase granted in respect of each year served after the age of sixty shall not exceed 2 per cent of the salary defined in Article 10.1, and
- ii) his total pension shall not exceed 70 per cent of the salary so defined.
- 2** Within the same limit, pension rights shall continue to accrue as provided for in Article 10.1.

- 3** This Article shall, in the case covered by Article 14.1, apply only in respect of actual service after the age of sixty.

ARTICLE 47

COMPENSATION FOR LOSS OF PREVIOUS PENSION RIGHTS

A staff member to whom this Section of the Rules applies may receive compensation by way of reckonable years of service under the conditions and within the limits laid down in the provisions implementing the Rules if he establishes that, by reason of having joined the Pension Scheme of the Organisation, he has been obliged to forfeit all or part of any pensions rights that may have accrued to him previously in his country of origin, without being able to obtain the actuarial equivalent of such rights.

ARTICLE 48

PROVIDENT FUND

- 1** A staff member to whom this section of the Rules applies may opt to remain in the Organisation's Provident Fund Scheme instead of receiving the benefits provided for in these Rules, where his contractual situation requires that such an option be given to him.
- 2** In derogation of Article 5.1 ii), he shall thus irrevocably renounce the right to be credited with service prior to 1st July 1974 in one or more of the Organisations listed in Article 1.1.

SECTION 2: STAFF WHOSE SERVICE TERMINATED BEFORE 1ST JANUARY 1973

ARTICLE 49

SCOPE

- 1** As a transitional measure, the provisions of these Rules shall, if so requested by them, apply to:
- i) former staff members, with not less than ten years' service who left the Organisation at the age of sixty or more, and their widows, incapacitated widowers and orphaned children,
 - ii) the widows, incapacitated widowers and orphaned children of staff members who died while serving,
 - iii) staff members permanently incapacitated while serving, and their widows, incapacitated widowers and orphans, when the events referred to in i), ii) and iii) occurred before 1st January 1973.

- 2** These beneficiaries shall, however, refund to the Organisation responsible for payment of the benefits the Provident Fund holding due to the staff member at the time of his departure, death or recognition as unfit for service. This refund shall include non-reimbursed withdrawals under the conditions laid down in Article 44.3.

This refund shall be limited to the amount of contributions paid by the staff member and by the Organisation, plus compound interest at 4 per cent per annum, such refund shall be abated, where applicable, by an amount calculated by means of the following fraction:

- Numerator: the difference between the age of the staff member on 1st January 1973 and his age at the time of departure, death or recognition as unfit for service.
- Denominator: the difference between 80 and the age of the staff member at the time of departure, death or recognition as unfit for service.

- 3** The request referred to in paragraph 1 above must be made within the period referred to in Article 43.4 i), failing which the right to do so shall lapse. The benefits under this Article shall be granted with effect from 1st January 1973.
- 4** Benefits under this Article shall be calculated by reference to the staff member's grading when he left the service before 1st January 1973 but on the basis of the corresponding scales in force on 1st January 1973, subsequently adjusted in accordance with Article 36.
- 5** Staff to whom this Article applies shall not benefit under the provisions of Article 46.

SECTION 3: HARDSHIP ALLOWANCE

ARTICLE 50 **HARDSHIP ALLOWANCE**

- 1** As an exceptional measure, where a staff member governed by the transitional arrangements is - or the persons claiming under him are - unable to make the refunds required under Article 44 or Article 49, he - or they - may, if the Secretary-General considers this justified in the light of his - or their - overall income, be granted a hardship allowance. This allowance shall not exceed the amount of the minimum pension provided for in the Rules in respect of each category of beneficiary.

A hardship allowance may also be granted on grounds of low level of income to the widowers of female staff members who died before 1st January 1979. In this case any pension granted as the case may be to the children or other dependants shall be reduced to the amount laid down in Article 25.2.

- 2** The hardship allowance may only be granted as from the first day of the month following that in which the application is made, and in any event not earlier than 1st July 1974; it may not, however, be granted to a former staff member before he has reached the age of sixty, unless he is incapacitated.
- 3** Detailed application of this Article will be governed by the Instructions referred to in Article 52.

CHAPTER XIII
FINAL PROVISIONS

ARTICLE 51
CO-ORDINATION

These Rules must be applied in a uniform manner by the Organisations listed in Article 1. To this end, the Secretaries/Directors-General of the said Organisations shall consult among themselves in order to carry out the appropriate co-ordination.

ARTICLE 52
DETAILED IMPLEMENTATION

Instructions for the implementation of these Rules shall be drawn up by the Director-General.

ARTICLE 53
ENTRY IN FORCE

These Rules shall enter into force on the date on which they are adopted by the Council.

APPENDIX 1

ACTUARIAL STUDIES (Annex VI, Chapter X, Article 41)

Periodicity: At least every 5 years

Method

- 1** Calculation, as at the effective date of the study for all the Organisations listed in Article 1, of the rate of contribution payable by staff in order to finance one-third of benefits provided under the Scheme, establishing the present value of future entitlements and salaries.
- 2** Projections of annual amounts of future entitlements will be calculated, on the one hand, for the overall population of staff members at the date of the study and, on the other hand, for the population of staff members who will be recruited by the Co-ordinated Organisations in the years to come. Projections of salaries for these populations will also be established year by year. Each of these amounts will be discounted to present worth.
- 3** Combining these results will make it possible to determine the rate of contribution needed to finance one-third of benefits provided under the Scheme.

Demographic assumptions

- 4** The demographic assumptions are derived from detailed demographic studies for each of the Co-ordinated Organisations. These studies examine past experience over a period of fifteen years in segments of five years so as to identify trends; they also take account of available forecasts regarding future numbers of staff.
- 5** The rates obtained are adjusted so as to eliminate distortions resulting from insufficient data in certain Organisations.

Economic assumptions

- 6** The discounting process is based on observed rates of return on long-term bonds issued in the reference countries, as from the date when they become a reference country.
- 7** A discount rate net of inflation shall be used. It shall be equal to the arithmetical average of average real rates observed over the thirty years preceding the date when the actuarial study is conducted.
- 8** The average real rate for a given past year is obtained from the real rates in each country, calculated as the difference between the rate of gross return on bonds and the corresponding rate of inflation, as shown by the national consumer price index. The average is obtained by weighting the real rate in each country by the number of serving staff in that country at the effective date of the study.

Salary increase assumptions

- 9** The salary increase assumptions are derived for each Organisation from an analysis of the past experience over a period of 15 years in segments of five years so as to identify trends. They also take account of available forecasts in that respect.

APPENDIX 2

IMPLEMENTING INSTRUCTIONS **(Annex VI Article 28, Chapter XI Article 42)**

42.1 Scope and calculation of the adjustment

- i) Article 42 of the Pension Scheme Rules shall apply only if the pension and the adjustment relating to it are subject to taxes on income levied in a Member country of the Organisation. The family allowances provided for in Article 28 of the Pension Scheme Rules shall be assimilated to pensions in determining the tax adjustment insofar as similar allowances are taxable under the national tax legislation of the Member country.
- ii) The adjustment referred to in Article 42 of the Pension Scheme Rules shall be determined on the basis of the legal provisions relating to taxes on income in force in the Member country in which the pensioner is legally subject to such taxation. It shall be established in respect of pensions paid during the tax period as determined in that country.
- iii) Where the pension of a person entitled to the adjustment is paid in a currency other than that of the country in which such person is subject to taxes on income, the adjustment shall be determined on the basis of the pension converted into the currency of that country. Such conversion shall be effected at the rate obtained on the official exchange market.
- iv) Where the amounts paid during any tax period include arrears of pension relating to any previous period, the adjustment shall be determined or recalculated, as the case may be, with due regard to the tax treatment applicable to such arrears.

42.2 Establishment of tables of equivalence for payment of the adjustment

- i) Tables of equivalence for payment of the adjustment shall be established for each tax year by the International Service for Remunerations and Pensions, hereinafter referred to as "the Service".
- ii) The tax authorities of the Member countries shall provide the Service, at its request, with the details of legislation and regulations necessary for establishing the tables. The tables shall be checked and confirmed by the tax authorities of the Member country concerned. In the event of disagreement between such authorities and the Service on the content of the tables, the Secretaries/Directors-General and the Co-ordinating Committee shall consider the matter on the basis of Article 42 of the Pension Scheme Rules and of these Implementing Instructions.
- iii) Provisional tables of equivalence shall be drawn up prior to the commencement of the period to which they refer. They shall show, for rounded pension figures and in respect of each Member country, an amount equivalent to 90% of the monthly adjustment calculated according to the distinctions contained in Article 42.3 of the

Pension Scheme Rules and on the basis of the tax legislation in force at the time of drawing up the tables.

- iv) The provisional tables shall be revised whenever amendments to tax legislation involve a change in the amount of adjustment. The Secretaries/Directors-General and the Co-ordinating Committee may, however, decide by mutual agreement to dispense with the updating of tables in cases where the balance of gain or loss is minimal.
- v) As soon as the authorities in Member countries have finally adopted the tax legislation applicable to income for the period covered by the provisional tables, these latter shall be replaced by final tables establishing the rights of recipients in accordance with Article 42.2 of the Pension Scheme Rules. These final tables shall show the amount of the adjustment for the whole of the period which they cover, as well as the monthly amount of the adjustment.
- vi) The provisional and final tables of equivalence shall be accompanied by all such information as is necessary for their use. Such information shall include:
 - the rules to be observed in cases where changes in family status, dependants or permanent address ("domicile") of the person entitled to the adjustment may affect the amount of the adjustment which the person concerned may claim;
 - the names and addresses of the tax authorities to which the Organisations supply the information specified in Article 42.4 of the Pension Scheme Rules;
 - the evidence to be supplied by persons entitled to the adjustment as proof of the declaration for tax purposes, or the taxation, of their pension and the adjustment relating thereto;
 - the dates for making such declarations and for paying the tax in those Member countries which have been authorised to avail themselves of the provisions of Instruction 42.3 ii) below.

42.3 Method of payment of the adjustment

- i) The adjustment shall be paid by monthly instalments by way of advance at the same time as the pension and in an amount corresponding to that appearing in the provisional tables of equivalence referred to in Instruction 42.2 iii) above. The amounts of pension, arrears of pension and adjustment shall be shown separately on the instrument of payment issued to the recipient.
- ii) At the request of a Member country, the Secretaries/Directors-General and the Co-ordinating Committee may, by mutual agreement, decide that by way of exception to paragraph i) there shall be a time lag in payment of the monthly instalments of the adjustment relating to that Member country, provided, however, that the payment of the whole of the monthly instalments shall be finalised before the ultimate date for payment of the tax to which they refer.
- iii) As soon as the final tables of equivalence are available, the total amount of the monthly instalments paid in respect of the tax period shall be compared to the final amount of the adjustment due for the whole of that period. Any excess or shortfall shall be rectified but so, however, that the amount involved shall not be taken into account in determining the adjustment in respect of the following tax year.
- iv) The adjustments shall be paid in the currency of the country in which the recipient is subject to taxes on income.

42.4 Information to be supplied to Member countries by the Organisation

- i) The particulars specified in Article 42.4 of the Pension Scheme Rules shall consist of the following:
 - a) a personal particulars form giving names and forenames, full address and, if applicable, the residence for tax purposes (domicile fiscal) of the pensioner, the total amount of pension paid for the period constituting the tax year, the final amount of the adjustment arrived at for such period, and the amount of arrears of pension, identifying the year to which such arrears relate;
 - b) a master list reproducing, for each Member country, the information contained in the personal particulars form.
- ii) The particulars listed in paragraph i) of this Instruction shall be supplied to the tax authorities of the country in which the persons concerned are subject to taxes on income. A copy of the personal particulars form shall be sent to the pensioner and a copy of the master list shall be sent to the Representative of the country in question to the Organisation.
- iii) The obligations specified in this Instruction shall be complied with at the time of the rectification referred to in Instruction 42.3 iii) above.

42.5 Evidence of payment of tax

The tax authorities referred to in Instruction 42.2 vi) above shall inform the Service of the evidence by which, in accordance with Article 42.5 of the Pension Scheme Rules, recipients of the adjustment may establish that their pension and the relevant adjustment have been declared for tax purposes or have been taxed.

42.6 Financing the adjustment

- i) The cost of the adjustment provided in Article 42 of the Pension Scheme Rules shall be borne by the country in which the recipient thereof is subject to tax on income for the period considered.
- ii) Expenditure arising under paragraph i) of this Instruction shall be the subject of a separate budget line which shall be drawn up at the same time as the other budgets of the Organisation. Final settlement of the contributions to this separate budget shall be made at the end of the period to which it relates.

42.7 Transitional measures

- i) Arrears of pension relating to tax periods prior to the approval of the Pension Scheme Rules by the Council shall be treated as contributions towards the purchase of pension rights to the extent that they are set off against capital due for the crediting of the pensioner's past service.
- ii) The effect of this provision on the amount of the adjustment shall be determined by the tax authorities mentioned in Instruction 42.2 vi) above, in collaboration with the Service.

42.8 Date of effect

These Implementing Instructions shall enter into force on the date on which they are adopted by the Council.

PART B

2011 PENSION SCHEME ("NEW PENSION SCHEME")

CHAPTER I

GENERAL PROVISIONS

ARTICLE 1

SCOPE

- 1** The pension scheme established by these Rules, hereinafter referred to as the “New Pension Scheme” (NPS), applies to staff who:
 - took up duty after 31 December 2010;
 - have never contributed to the Pension Scheme of the Coordinated Organisations set out in the 94th Report of the CCG and in force in these Organisations; and
 - hold indefinite term or definite or fixed term appointments in the Organisation.
- 2** A staff member who, during his last appointment with a Coordinated Organisation, benefited from the provisions of Article 11 of the Pension Scheme of the Coordinated Organisation set out in the 94th Report of the CCG and who has not repaid the amounts provided for under that Article, shall be deemed to have relinquished entitlement to benefit from the said scheme and shall irrevocably be affiliated to the NPS.
- 3** The NPS shall not apply to other categories of personnel defined in the Organisation, such as experts, consultants, temporary staff, auxiliary staff, employees and personnel hired under local labour legislation, etc.
- 4** In these Rules, the term "Organisation" refers to EUMETSAT, the term "Other Organisation" means any other Co-ordinated Organisation that has adopted the NPS and the term "staff member"^{*} means the staff referred to in paragraphs 1 and 2 above.

ARTICLE 2

DEFERRED ENTITLEMENT

Where the medical examination which every staff member has to undergo as part of the appointment process (and the possible consequences of which have been duly notified to him before his appointment) shows him to be suffering from an illness or disablement, the Organisation may decide that, as regards risks arising from an illness or disablement existing before he took up his duties, the said staff member shall not be entitled to the invalidity or death benefits provided for in these Rules until the expiry of a period not exceeding five years from the date of his appointment. If a staff member leaves an Organisation that has adopted the NPS and, within a period of not more than six months, enters into the service of another Organisation that has also adopted the NPS, the time spent in the service of the first Organisation shall be deducted from the period of deferred entitlement.

^{*} In the present Rules, the terms “staff member” and “beneficiaries” apply equally to men and women.

ARTICLE 3

DEFINITION OF SALARY

Unless otherwise specified, for the purposes of these Rules, salary shall be the monthly basic salary of the staff member, according to the scales in force in the Organisation at the time when the pension is assessed, and updated in accordance with the provisions of Article 36.

ARTICLE 4

DEFINITION OF SERVICE CONFERRING ENTITLEMENT TO BENEFITS

- 1** Subject to the provisions of Articles 5 and 41.1, entitlement to benefit under these Rules shall be determined by the total of the periods actually served in the Organisation or in another Organisation:
 - i) as a staff member,
 - ii) in any other capacity prior to appointment as a staff member, provided any periods so served were not separated by breaks of more than one year.
- 2** In addition to the total reckonable years of service thus calculated, a staff member may request, on cessation of work, that periods of service corresponding to certain statutory indemnities be taken into account, in particular, payment in lieu of notice, for loss of employment, and for leave not taken, under the provisions laid down by Instruction¹.
- 3** Periods of part-time service shall be taken into consideration in calculating entitlement to benefit under these Rules provided they correspond to at least half-time work as defined by the provisions laid down by Instruction.
- 4** The periods referred to in Article 16.3 shall also be taken into consideration.

¹ Unless otherwise specified, the terms "provisions laid down by Instruction" refers, throughout these Rules, to the implementation provisions in Article 44.

ARTICLE 5

CALCULATION OF SERVICE CONFERRING ENTITLEMENT TO BENEFITS¹

- 1** Where a staff member appointed by the Organisation has previously served with the Organisation or another Organisation², his entitlement to benefits under the terms of Article 4 shall be conditional upon his paying over to the Organisation which re-appoints him the amounts paid to him on leaving his previous service pursuant to Article 11 plus compound interest on such amounts at 4% per annum from the date when the staff member received them until the date when they are paid over in accordance with this paragraph.

Should the staff member fail to pay over the amounts in question, reckonable years of service shall count only as from the new appointment.
- 2** Where a staff member appointed by the Organisation was previously receiving a retirement pension in respect of service with another Organisation, payment of that pension shall cease.

If the staff member refunds to the Organisation offering him a new appointment the pension payments he has received, the provisions of Article 4 shall apply on cessation of his new appointment.

If he does not make this refund, the years of service for which credit was acquired in the employment that originally entitled him to payment of the discontinued retirement pension shall be taken into account in the calculation of the retirement pension due on cessation of his new employment by reference to the salary for his last grading in such previous employment; moreover, that part of the final pension figure shall be abated by 5% for each whole year during which the staff member drew the initial pension before reaching pensionable age as laid down in Article 8.1.
- 3** Where a staff member ceases his functions at a grade or step lower than that which he had previously held in the Organisation or in another Organisation, his entitlement to benefits under these Rules shall be determined by taking into account the total of his reckonable years of service and the benefits shall be calculated on the basis of the salary for the highest grading held by him. However, a reduction shall be made in the number of years of service to be credited to him in respect of time served at a lower grade or step after having held the grade by reference to which benefits are calculated; this reduction shall be proportionate to the difference between the said gradings.
- 4** For the implementation of paragraphs 2 and 3 above, salaries shall be taken into account in accordance with the scales in force when the final pension assessment is made.
- 5** The crediting of the periods referred to in Article 4.1 ii) shall be conditional on:

1 Paragraphs 1 and 2 of the Article shall only apply inasmuch as another Organisation has adopted the NPS.

2 Insofar as the scheme set up by the present Rules is made applicable to staff members of the European Union for Security Studies and Satellite Centre, Agencies of the European Union and previously of the WEU, a member organisation of Coordination from the outset, such staff members shall benefit from the provisions of the present Article and of the other provisions of the Rules referring to Article 1.4.

- i) the staff member submitting an application to that effect within six months following his taking up duty as a staff member; the application shall specify the periods of service with which the staff member wishes to be credited;
- ii) the Organisation giving its agreement;
- iii) the staff member paying, for each month of service with which he is to be credited, the contribution provided for in Article 41 calculated on the basis of his first monthly salary as a staff member.

ARTICLE 6

RECKONABLE YEARS OF SERVICE

- 1** The benefits provided for under these Rules shall be calculated by reference to reckonable years of service consisting of:
 - i) service calculated in accordance with the provisions of Articles 4 and 5;
 - ii) service credited in accordance with Article 12.1.
- 2** Incomplete years of reckonable service shall be taken into account on the basis of one-twelfth of a year for each whole month of service. For benefit calculation purposes, the period remaining shall be treated as a whole month if it is equal to or more than fifteen days.

However, the period remaining shall not be taken into account for the purpose of calculating the ten years' service required for entitlement to the retirement pension provided for in Article 7.

- 3** In the case of part-time work:
 - i) reckonable years of service shall be calculated in accordance with the ratio between the working hours corresponding to part-time service and the official number of hours for full-time work in the Organisation.
 - ii) however, reckonable years of service shall not be reduced when the staff member authorised to work part-time has contributed to the NPS on the basis of full-time work, by paying, in addition to his personal contribution to the NPS for the part corresponding to his part-time work, a contribution equal to two and a half times the rate of contribution mentioned in Article 41.3 on the difference in salary between his part-time work and the corresponding full-time work, under the provisions laid down by Instruction.

ARTICLE 6 bis
PART-TIME SERVICE
EFFECTS ON THE CALCULATION OF ENTITLEMENT

- 1** If, when a staff member's service ends, he is working part-time, the amount of the benefit due shall be calculated with reference to the full salary for the grade and step to be used as a basis under the provisions of these Rules.
- 2** However, when a staff member terminating his service in the circumstances described in paragraph 1 above had been recruited to serve on a part-time basis, or authorised to work part-time for an indefinite period or for a fixed term renewable by tacit agreement and if the provisions of Article 6.3 ii) are not applied, the rate of the invalidity pension provided for in Article 14.2, and the minimum and maximum amounts that apply, shall be set in accordance with the provisions laid down by Instruction.

CHAPTER II
RETIREMENT PENSION AND LEAVING ALLOWANCE
SECTION 1: RETIREMENT PENSION

ARTICLE 7
CONDITIONS OF ENTITLEMENT

- 1** A staff member who has completed ten or more years of service, within the meaning of Article 4, in the Organisation and, where applicable, in other Organisations shall be entitled to a retirement pension.
- 2** For the implementation of the condition of length of service referred to in paragraph 1 above, periods of service in respect of which contributions to the Defined Benefit Funded Pension Scheme of the ECMWF have been paid and for which the staff member has benefited from an inward transfer of pension rights, under the provisions laid down in Article 12.1 and its implementing instructions, shall also be taken into account.

ARTICLE 8

AGE OF ENTITLEMENT, DEFERRED OR EARLY PENSION

- 1** A staff member shall become eligible for a retirement pension at the age of 63.
- 2** Pension rights shall continue to accrue to a staff member continuing to be employed after pensionable age, but his pension shall not exceed the maximum amount laid down in Article 10.2.
- 3** If a staff member ceases his functions before pensionable age, payment of his retirement pension shall be deferred until he reaches that age.
- 4** However, a staff member who retires before pensionable age may request early payment of his pension twelve years before that age at the earliest.

In such case, the amount of the retirement pension shall be reduced by reference to the age of the staff member when his pension is assessed, as shown in the table below.

Age when pension is assessed	Ratio of pension on early retirement to pension at pensionable age (n)
n-12	51%
n-11	54%
n-10	56%
n-9	60%
n-8	63%
n-7	66%
n-6	70%
n-5	74%
n-4	79%
n-3	83%
n-2	89%
n-1	94%

An actuarial study of the reduction coefficients used in this table, based in particular on the relevant data from the study provided for in Article 41 on the contribution rate of staff members, shall be carried out at the same intervals as this latter study.

- 5** Where the Organisation terminates the appointment of a staff member, the reduction coefficient applicable to early payment of his pension shall be 3% a year between the age of 60 and the pensionable age. However, this provision does not apply when the Organisation terminated the appointment as a result of disciplinary action or for unsatisfactory service.

ARTICLE 9

COMMENCEMENT AND CESSATION OF ENTITLEMENT

- 1** Entitlement to payment of a retirement pension shall commence on the first day of the month following that in which the person concerned became eligible for payment of the pension.
- 2** Entitlement shall cease at the end of the month in which the pensioner dies.

ARTICLE 10

RATE OF PENSION

- 1** The amount of the retirement pension shall be, per reckonable year of service within the meaning of Article 6, 2% of the salary corresponding to the last grade held by the staff member for not less than one year before cessation of his appointment and the last step held in that grade.
- 2** The maximum rate of the pension shall be 70% of this salary, subject to the provisions of paragraph 3 below.
- 3** The amount of the retirement pension shall not be less than 4% of the salary for grade C1, step 1, per reckonable year of service credited pursuant to Article 6; it may not, however, exceed the staff member's last salary as defined in Article 3.

SECTION 2: LEAVING ALLOWANCE

ARTICLE 11

LEAVING ALLOWANCE

- 1** A staff member whose service ceases otherwise than by reason of death or invalidity and who is not entitled to a retirement pension nor to the benefit of the provisions of Article 12.2 shall be entitled on leaving to payment of an amount equal to 2.25 times his rate of contribution as applied to his last annual salary, multiplied by the number of reckonable years of service credited within the meaning of Article 6.1.i*.
- 2** The reckonable years of service credited in accordance with Article 12.1 shall not be taken into account for the calculation of the leaving allowance but shall give rise to the payment of an actuarial equivalent calculated in accordance with Article 12.2, unless the amounts initially transferred are refunded to the previous employer.
- 3** A staff member who is re-appointed by the Organisation after having received a leaving allowance must pay it back if the period during which he was not employed by the Organisation, in whatever capacity, is less than twelve months.

* See Article 33.7.

SECTION 3: INWARD AND OUTWARD TRANSFER OF PENSION RIGHTS

ARTICLE 12

INWARD AND OUTWARD TRANSFER OF PENSION RIGHTS

- 1** A staff member who enters the service of the Organisation after leaving the service of a government administration or national organisation, or international organisation not referred to in article 1.4, or a firm, may arrange for payment to the Organisation in accordance with the provisions laid down by Instruction, of any amounts corresponding to the retirement pension rights accrued under the pension scheme to which he was previously affiliated in so far as that scheme allows such a transfer.

In such cases, the Organisation shall determine, by reference to the provisions laid down by Instruction, the number of years of reckonable service with which the staff member shall be credited under the present Scheme.

- 2** A staff member who leaves the service of the Organisation to enter the service of a government administration or national organisation, or international organisation not referred to in Article 1.4, which has entered into an agreement with the Organisation, shall be entitled to transfer to the pension fund of that administration or organisation:

- i) either the actuarial equivalent of his retirement pension rights accrued under these Rules, such equivalent being calculated in accordance with the provisions laid down by Instruction;
- ii) or, in the absence of such rights, the amounts provided under Article 11.

CHAPTER III

INVALIDITY PENSION

ARTICLE 13

CONDITIONS OF ENTITLEMENT - INVALIDITY BOARD

- 1** Subject to the provisions of Article 2, an invalidity pension shall be payable to a staff member who is under the age limit laid down in the Staff Rules and who, at any time during the period in which pension rights are accruing to him, is recognised by the Invalidity Board defined below to be suffering from permanent invalidity which totally prevents him from performing his job or any duties corresponding to his experience and qualifications which may have been proposed to him by the Organisation.
- 2** The Invalidity Board shall consist of three medical practitioners, the first two being appointed by the Organisation and the staff member concerned, respectively, and the third one selected jointly by the first two. Cases shall be submitted to it by the Organisation either on its own initiative or at the request of the staff member concerned.

ARTICLE 14
RATE OF PENSION

- 1** Subject to the provisions of Article 5.3, the invalidity pension shall be equal to the retirement pension to which the staff member would have been entitled at the age limit laid down in the Staff Rules if he had continued to serve until that age, the requirement for a minimum of ten years' service under Article 7 not being applicable.
- 2** However, where the invalidity arises from an accident in the course of the performance of his duties, from an occupational disease, from a public-spirited act or from risking his life to save another human being, the invalidity pension shall be 70% of his salary. In the event of invalidity resulting from a cause other than these, the invalidity pension provided for in this paragraph may not be less than the invalidity pension which would be payable under paragraph 1 of this Article.
- 3** The salary used as a basis for the calculation of the invalidity pension referred to in paragraphs 1 and 2 above shall be the salary for the grade and step held by the staff member in accordance with the scales in force at the date laid down in Article 17.1.
- 4** The invalidity pension shall not be less than 120% of the salary for grade C1, step 1, but may not be more than the last salary, such salaries being those which appear in the scales in force at the date laid down in Article 17.1 subject to any adjustments provided for in Article 36.
- 5** In the case of invalidity deliberately brought about by the staff member, the Organisation shall decide whether he should receive an invalidity pension or only a retirement pension or a leaving allowance, depending on his length of effective service.

ARTICLE 15
CONCURRENT EARNINGS

- 1** Where a person in receipt of an invalidity pension is nevertheless gainfully employed, this pension shall be reduced by the amount by which his pension together with the remuneration he receives for the said employment exceeds the salary for the highest step in the grade he held at the time of his being recognised an invalid.
- 2** This reduction shall apply only up to the age limit laid down in the Staff Rules.

ARTICLE 16

MEDICAL EXAMINATION - TERMINATION OF PENSION

- 1** While a person receiving an invalidity pension is still under the age limit laid down in the Staff Rules, the Organisation may have him medically examined periodically to ascertain that he still satisfies the conditions for entitlement to such pension, in particular, having regard to any new duties corresponding to his experience and qualifications which may have been proposed to him by the Organisation.
- 2** When a person receiving an invalidity pension who has not reached the said age limit ceases to satisfy the conditions for entitlement to the invalidity pension, the Organisation shall terminate that pension.
- 3** The time during which the person concerned has received his invalidity pension shall then be reckoned, without payment of back contributions, for the calculation of the leaving allowance or retirement pension, as the case may be.

ARTICLE 17

COMMENCEMENT AND CESSATION OF ENTITLEMENT

- 1** Entitlement to an invalidity pension shall commence on the first day of the month following the date of the beginning of the invalidity as recognised by the Invalidity Board.
- 2** Subject to the application of Article 16.2:
 - i) the invalidity pension payable under Article 14.2 shall be paid for life;
 - ii) in other cases, entitlement to an invalidity pension shall terminate:
 - either at the age limit laid down in the Staff Rules; or,
 - at the end of the month in which the recipient of such a pension dies.

Where the invalidity pension terminates because the person concerned has reached the age limit laid down in the Staff Rules, he shall, notwithstanding the ten-year minimum requirement provided for in Article 7, be entitled to a retirement pension calculated as follows:

- reckonable years of service shall be calculated as if he had remained in service until the age limit laid down in the Staff Rules;
- the reference salary shall be that of his grade and step at the time of his being recognised an invalid, updated in accordance with Article 36.

CHAPTER IV
SURVIVOR'S AND REVERSION PENSIONS

ARTICLE 18
CONDITIONS OF ENTITLEMENT

- 1** The surviving spouse* of a staff member who died in service shall be entitled to a survivor's pension, provided they had been married to each other for at least one year at the time of the staff member's death, unless the death resulted either from disablement or illness contracted in the performance of his duties, or from an accident.
- 2** A reversion pension shall be payable to the surviving spouse:
 - i) of a former staff member receiving an invalidity pension, if they were married to each other for at least one year at the time of his being recognised an invalid; this condition of anteriority shall not apply if the marriage had existed for at least five years at the time of the former staff member's death, or if the death resulted either from disablement or illness contracted in the performance of his duties, or from an accident;
 - ii) of a former staff member receiving a retirement pension, if they had been married to each other for at least one year at the time when the former staff member's appointment ceased; this condition of anteriority shall not apply if the marriage had existed for at least five years at the time of the former staff member's death; or
 - iii) of a former staff member entitled to a deferred pension, if they had been married to each other for at least one year at the time when the former staff member's appointment ceased; this condition of anteriority shall not apply if the marriage had existed for at least five years at the time of his death.
- 3** The above-prescribed conditions of anteriority or minimum duration of marriage shall not apply where there are one or more children of the marriage or of a marriage of the staff member contracted prior to the cessation of his appointment, inasmuch as the non-remarried surviving spouse is providing for their needs; in such case, the survivor's or reversion pension shall be payable, under the present paragraph, for so long as the children are actually being so provided for.

When they are no longer being so provided for, the survivor's or reversion pension shall nonetheless continue to be payable for so long as the surviving spouse does not have an income of his own from the exercise of any occupation, or from any retirement pension or other survivor's or reversion pension, equal to at least the amount of the survivor's or reversion pension from the Organisation.

- 4** Entitlement to a survivor's or reversion pension shall be subject to the provisions of Article 2.

* Wherever it occurs in these Rules, the expression "surviving spouse" applies indifferently to the wife or husband of the deceased staff member.

ARTICLE 19

RATE OF PENSION

- 1** The survivor's pension shall be 60% of the retirement pension that would have been payable to the staff member, had he not died in service, on the basis of his reckonable years of service credited up to the time of his death, the requirement for a minimum of ten years of service under the provisions of Article 7 not being applicable.
- 2** Where a staff member has died as the result of an accident in the course of the performance of his duties, from an occupational disease, from a public-spirited act or from risking his life to save another human being, the survivor's pension shall be 60% of the invalidity pension to which the staff member would have been entitled, had he survived, under Article 14.2.
- 3** The survivor's pension shall not be less than 35% of the staff member's last salary; nor shall it be less than 100% of the salary for grade C1, step 1.
- 4** When the former staff member was receiving a pension at the time of his death, the amount of the reversion pension shall correspond to the highest of the following amounts:
 - 60% of the retirement or invalidity pension to which the former staff member was entitled at the time of the assessment of his pension, no account being taken of any reductions resulting from the application of Article 8.4 or Article 15;
 - 35% of the former staff member's last salary at the time of the assessment of his pension; or
 - 100% of the salary for grade C1, step 1, under the scale in force at the time of the assessment of his pension.

These amounts shall be updated in accordance with the provisions of Article 36.

- 5** When the former staff member was not receiving a pension at the time of his death, the amount of the reversion pension shall correspond to the highest of the following amounts:
 - 60% of the retirement pension to which the former staff member would have been entitled had he reached pensionable age, as laid down in Article 8.1 of the Staff Rules, at the time of his death;
 - 35% of the former staff member's last salary corresponding to his last grade and step, under the scale in force at the time of his death; or
 - 100% of the salary for grade C1, step 1, under the scale in force at the time of the former staff member's death.

- 6** The amount of the reversion pension shall not exceed that of the pension received by the former staff member or, in the cases provided for under paragraphs 4 and 5 above, the amount of the pension to which the former staff member would have been entitled had he reached, respectively, the age limit laid down in the Staff Rules or the pensionable age at the time of his death.

ARTICLE 20

REDUCTION FOR DIFFERENCE IN AGE

Where the difference in age between the deceased staff member or former staff member and his younger surviving spouse and/or former spouse, minus the length of time they have been married, is more than ten years, the survivor's or reversion pension, calculated in accordance with the preceding provisions, shall be subject to a reduction, per year of difference, amounting to:

- 1% for the years between ten and twenty, but not including twenty;
- 2% for the years twenty up to, but not including, twenty-five;
- 3% for the years twenty-five up to, but not including, thirty;
- 4% for the years thirty up to, but not including, thirty-five;
- 5% for the years from thirty-five upwards.

ARTICLE 21

REMARRIAGE

- 1** Entitlement to a survivor's or reversion pension shall cease on remarriage. The survivor shall be entitled to immediate payment of a capital sum equal to twice the annual amount of the pension, if there are no dependent children to whom the provisions of Article 24.4 apply.
- 2** The capital sum paid to the ex-spouse shall not be more than the amount to which he could still be entitled under Article 22.1.

ARTICLE 22

RIGHTS OF A FORMER SPOUSE

- 1** The non-remarried former spouse of a staff member or former staff member shall, on the latter's death, be entitled to a survivor's or reversion pension, provided that the staff member or former staff member was at the time of his death and by virtue of a court decision which has become final and binding, under an obligation to pay maintenance or compensation to the former spouse in a personal capacity; but the survivor's or reversion pension shall not exceed the amount of such payment nor the payment duration foreseen in such court decision.

This entitlement shall not arise if the former spouse remarried before the staff member or former staff member died. If remarriage takes place after the staff member's or former staff member's death and while the conditions laid down in the sub-paragraph above are still fulfilled, the provisions of Article 21 shall apply.

- 2** Where a staff member or former staff member dies leaving both a spouse entitled to a survivor's or reversion pension and a non-remarried former spouse fulfilling the conditions laid down in paragraph 1 above, the whole of the survivor's or reversion pension shall be divided between the before-mentioned persons in proportion to the duration of their marriages.

The amount to which a non-remarried former spouse is entitled shall, however, not be more than the amount of maintenance or compensation payable at the time of the death of the staff member or former staff member.

- 3** Where one of the persons entitled to a survivor's or reversion pension renounces his share, ceases to satisfy the conditions of entitlement or forfeits his rights under Article 35, or where the amount of his pension has been restricted under the terms of the second sub-paragraph of paragraph 2 above, his share shall accrue to the share of the other person, except where pension rights revert to orphans, as provided under the last sub-paragraph of Article 24.3. In such a case, the restriction laid down in the second sub-paragraph of paragraph 2 above shall apply.
- 4** Reductions in respect of difference in age as provided for in Article 20 shall be applied separately to survivors' and reversion pensions calculated in accordance with the present Article.

ARTICLE 23

COMMENCEMENT AND CESSATION OF ENTITLEMENT

- 1** Entitlement to a survivor's or reversion pension shall commence from the first day of the month following that in which the staff member or former staff member died. If the salary of a staff member who died in service continues to be paid to a surviving spouse or former spouse directly and in full, under the Staff Rules of the Organisation, payment of the pension to the person concerned shall be deferred accordingly.
- 2** Entitlement to a survivor's or reversion pension shall cease at the end of the month in which the recipient of the pension dies or ceases to satisfy the conditions for entitlement to that pension.

CHAPTER V
ORPHAN'S OR DEPENDANT'S PENSION
ARTICLE 24
RATE OF ORPHAN'S PENSION

- 1** Where a staff member or former staff member receiving a retirement or invalidity pension or entitled to a deferred pension dies, his children shall be entitled to an orphan's pension if they fulfil the conditions laid down in paragraph 2.
- 2** The legitimate, natural or adopted children of a staff member or former staff member who has died shall be entitled to an orphan's pension:
 - i) when the deceased or his household provided their main and continuing support at the time of death; and
 - ii) when they satisfy the conditions of age, education or handicap required for the granting of the allowance for a dependent child.

The legitimate or natural children of a deceased staff member or former staff member who were born not more than 300 days after his death shall also be entitled to an orphan's pension.

- 3** Where there are one or more persons entitled to a survivor's or reversion pension, the amount of the orphan's pension shall correspond to the higher of the following amounts:
 - i) 40% of the survivor's or reversion pension, no account being taken of reductions pursuant to Article 20; or
 - ii) 50% of the salary for grade C1, step 1, according to the scale in force when the former staff member's pension was assessed, this amount being updated in accordance with the provisions of Article 36, or, if he was not receiving a retirement or invalidity pension, according to the scale in force at the time of death.

The orphan's pension shall be increased, in respect of the second and every further beneficiary, by an amount equal to the allowance for a dependent child.

The orphan's pension shall be brought up to the level provided for in paragraph 4 below in the event of the beneficiaries of a survivor's or reversion pension dying or remarrying or losing their right to that pension.

- 4** Where there are no beneficiaries of a survivor's or reversion pension, the orphan's pension shall correspond to the higher of the following amounts:
 - i) 80% of the survivor's or reversion pension, no account being taken of reductions pursuant to Article 20; or

- ii) 100% of the salary for grade C1, step 1, according to the scale in force when the former staff member's pension was assessed, this amount being updated in accordance with the provisions of Article 36, or, if he was not receiving a retirement or invalidity pension, according to the scale in force at the time of death.

The orphan's pension shall be increased, in respect of the second and every further beneficiary, by an amount equal to twice the allowance for a dependent child.

- 5 The total amount of the orphan's pension shall be divided equally among all the orphans.

ARTICLE 25

RATE OF PENSION FOR OTHER DEPENDANTS

- 1 Where a staff member or former staff member receiving a retirement or invalidity pension or entitled to a deferred pension dies, the persons (including children not fulfilling the conditions laid down in Article 24) recognised as satisfying the conditions for the granting of the allowance for a dependent child or dependent person under the Staff Rules of the Organisation shall be entitled to a dependant's pension.
- 2 The pension paid to each dependant shall be equal to the lowest of the following amounts:
 - i) the amount, as recognised by the Organisation, of the support provided to that person by the staff member or former staff member at the time of his death;
 - ii) twice the amount of the dependant's allowance in force in the Organisation at the time of the death of the staff member or former staff member; or
 - iii) where an orphan's pension is paid, the amount of each orphan's share pursuant to Article 24.5.

ARTICLE 26

COMMENCEMENT AND CESSION OF ENTITLEMENT

- 1 The pensions provided for under Articles 24 and 25 shall be payable as from the first day of the month following that in which the staff member or former staff member died. If the salary of a staff member who died in service continues to be paid to a surviving spouse or former spouse, directly and in full, under the Staff Rules of the Organisation, payment of the pensions shall be deferred accordingly.
- 2 The pensions under Articles 24 and 25 shall cease to be payable at the end of the month in which the child or other dependant ceases to satisfy the conditions for entitlement to the allowance for a dependent child or dependent person under the Staff Rules of the Organisation.

ARTICLE 27

BENEFICIARIES OF MORE THAN ONE CATEGORY

- 1** Where a staff member or former staff member leaves a spouse or former spouse, on the one hand, and children or dependent persons, on the other, with entitlement to a pension, the total pension, calculated as if for a surviving spouse having all these persons dependent on him, shall be apportioned among the various categories of beneficiaries in proportion to the pensions which would have been payable to each category if treated separately.
- 2** Where there are children or dependent persons from different family groups, with entitlement to a pension, the total pension, calculated as though all were from the same family group, shall be apportioned among the various categories of beneficiaries in proportion to the pensions which would have been payable to each category if treated separately.

CHAPTER VI

FAMILY ALLOWANCES

ARTICLE 28

GENERAL PROVISIONS

- 1** Household allowance, children's or dependants' allowance, handicapped child allowance and education allowance, paid to the staff members of the Organisation as family allowances, are granted according to the modalities and conditions of entitlement provided for under the Organisation's Staff Rules and under the present Rules:
 - i) to the recipient of a retirement pension as from the age of 60;
 - ii) to the recipient of an invalidity pension;
 - iii) to the recipient of a survivor's or reversion pension, in respect of the sole beneficiaries who were or would have been recognised as depending on the staff member or the former staff member if he had not died.
- 2** The double entitlement regulations apply to any allowance of the same nature, regardless of its name.
- 3**
 - i) The household allowance shall be calculated by reference to the pension of the recipient.
 - ii) Where the recipient of a survivor's or reversion pension is a staff member of one of the Coordinated Organisations or is in receipt of a pension assessed by any of these organisations, only one household allowance shall be granted.
 - iii) Where the spouse of a person entitled to a pension referred to in paragraph 1 is a staff member of one of the Coordinated Organisations or is in receipt of a pension assessed by any of these organisations, the household allowance shall only be paid to one of these spouses.

- iv) Where the spouse of the recipient of a pension referred to in paragraph 1 is entitled, under another scheme, to an allowance of the same nature as the household allowance, only the difference between the amount of the allowance under the present scheme and that of the allowance received by the spouse under the other scheme shall be paid to the recipient of the pension.
- 4 Where the recipient of a pension referred to in paragraph 1, or his household or the beneficiary concerned, is entitled to allowances referred to in paragraph 1 and also, under another scheme and for the same person, to a children's or dependants' allowance, or a handicapped child allowance of the same nature as those referred to in paragraph 1, the Organisation shall only pay the difference between the amount of the allowances granted under the present scheme and that of the allowances received under the other scheme.
- 5 The deduction of family allowances received under another scheme, referred to in Article 28.3 and Article 28.4, shall be automatic, save where the recipient produces evidence that the above-mentioned scheme makes a deduction of the amounts received under the present scheme.
- 6 The amount of the allowance for a child or other dependant payable to the recipient of a survivor's or reversion pension shall be twice the normal amount.
- 7 Entitlement to the allowances provided for in this Article shall cease at the end of the month in which the conditions for entitlement to those allowances under the Staff Rules of the Organisation are no longer satisfied.

CHAPTER VII

CEILING ON BENEFITS

ARTICLE 29

CEILING ON BENEFITS FOR SURVIVING SPOUSE, FORMER SPOUSE(S), ORPHANS AND/OR DEPENDANTS

- 1** Where a staff member dies, the total amount payable in respect of survivor's, orphan's and dependant's pensions and of family allowances shall not exceed the maximum of the retirement pension referred to in Articles 10.2 and 10.3, together with the family allowances to which the deceased staff member was entitled. In any event, this total shall not exceed the last salary received by the staff member together with the family allowances to which he was entitled.
- 2** Where a former staff member receiving a retirement pension dies, the total amount payable in respect of reversion, orphan's and dependant's pensions and of family allowances shall not exceed the amount of the pension and family allowances received by the former staff member.
- 3** Where a former staff member entitled to a deferred or invalidity pension dies, the total amount payable in respect of reversion, orphan's and dependant's pension and of family allowances shall not exceed the amount of the retirement pension and family allowances he would have received if he had reached the statutory age limit at the time of his death.
- 4** The amounts payable in respect of survivor's, reversion, orphans' and dependants' pensions shall, where applicable, be reduced in proportion to the share of each beneficiary.

CHAPTER VIII

PROVISIONAL PENSIONS

ARTICLE 30

CONDITIONS OF ENTITLEMENT

- 1** Where a staff member or former staff member entitled to a retirement or invalidity pension has been missing for more than one year in circumstances justifying a presumption of death, the persons entitled under him may provisionally be awarded a survivor's, reversion, orphan's or dependant's pension, as appropriate.
- 2** The provisions of paragraph 1 above shall apply *mutatis mutandis* to persons recognised as dependants of a person in receipt of a survivor's or reversion pension, who has been missing for more than one year.
- 3** Provisional pensions under paragraphs 1 and 2 above shall be converted into definitive pensions when the death of the staff member, former staff member, spouse or former spouse has been established officially or when that person has been declared missing by a final court decision.

CHAPTER IX
DETERMINATION OF THE AMOUNTS OF BENEFITS
SECTION 1: ASSESSMENT OF ENTITLEMENT

ARTICLE 31
ORGANISATION RESPONSIBLE FOR THE ASSESSMENT

- 1** The assessment of the benefits payable under these Rules shall be made by the Organisation, with the assistance of the International Service for Remunerations and Pensions, responsible for such part of the work as entrusted to it by the Organisation.
- 2** A detailed statement of the assessment shall be communicated to the staff member or the persons entitled under him after approval by the Organisation, on the advice of the Pensions Administrative Committee of the Co-ordinated Organisations (PACCO) referred to in Article 43.1.
- 3** Until this approval has been given, pensions shall be paid on a provisional basis.

ARTICLE 32
NO DOUBLE ENTITLEMENT

- 1** Without prejudice to the application of Articles 4 and 5, the following may not be paid concurrently out of the budgets of one or more of the Coordinated Organisations:
 - i) a retirement and an invalidity pension as provided for in these Rules or in cases where Article 7.2 is applied, under the Rules of the Defined Benefit Funded Pension Scheme¹;
 - ii) a retirement or invalidity pension and unemployment benefits;
 - iii) two retirement pensions¹.
- 2** Recipients of a retirement or invalidity pension under the present Rules may not be granted the status of staff member in the meaning of Article 1. The modalities for double entitlement to a retirement pension and any other remuneration paid by a Coordinated Organisation shall be defined by each Organisation.
- 3** Where they are due to the same cause, there can be no double entitlement to benefits under the present Rules and annuities under a scheme distinct from the Pension Scheme and financed by a Coordinated Organisation.

¹ Except for long term consultants at ECMWF.

ARTICLE 33

BASIS OF CALCULATION

- 1** Pensions provided for in these Rules shall be calculated at the time of their assessment by reference to the salary defined in Article 3 and to the scales applicable to the country of the staff member's or former staff member's last posting.
- 2** However, if the former staff member settles subsequently:
 - i) in a Member country of the Organisation or of another Organisation which he is a national; or
 - ii) in a Member country of the Organisation or of another Organisation which his spouse is a national; or
 - iii) in a country where he has served the Organisation or of another Organisation at least five years as a staff member

he may opt for the scale applicable to that country.

The option shall apply to only one of the countries referred to in this paragraph, and shall be irrevocable, except where paragraph 3 below is applicable.

- 3** On the death of his spouse, a former staff member who settles in the country of which he is a national, or of which such deceased spouse was a national, may opt for the scale applicable in that country.

The same option shall be open to the surviving spouse or former spouse of a former staff member and to orphans who have lost both parents.

- 4** The options available under paragraphs 2 and 3 shall be irrevocable.
- 5** If the staff member, spouse, former spouse or orphan opts for the scale of a country referred to in paragraph 2, but there is no scale approved by the Organisation for that country, the scale applicable to the country in which the Organisation responsible for paying his pension has its headquarters shall be applied temporarily until a scale has been adopted for the country chosen.
- 6** The amount of the pension based on the scale chosen shall be calculated in accordance with Article 36.
- 7** The provisions of paragraph 2 above do not apply to the benefits under Article 11. However, a staff member who settles in a country of which he is a national may have the leaving allowance provided for in Article 11 calculated in accordance with the scale for that country, provided such a scale was approved by the Organisation at the time of his departure.

ARTICLE 34
RE-ASSESSMENT - CANCELLATION

- 1** The benefits provided for under these Rules may be re-assessed at any time in the event of error or omission of any kind. Any undue payments must be reimbursed. They may be deducted from the benefits payable to the person concerned or to the persons entitled under him or from the amounts due to his estate. The reimbursement may be spread over a period.
- 2** Benefits shall be subject to modification or cancellation if their award was contrary to the provisions of these Rules.

ARTICLE 35

REQUIREMENT OF EVIDENCE - FORFEITURE OF RIGHTS

- 1** Persons who are eligible for benefits under these Rules shall notify the Organisation or the International Service for Remunerations and Pensions of any facts which may affect their entitlement to benefits and to furnish such supporting evidence as may be required of them.

Should they fail to comply with these obligations, they may be deprived of the right to benefits under this Scheme; save in exceptional circumstances, they shall refund any sums received to which they were not entitled.

- 2** Where the surviving spouse, orphans or other dependants of a deceased staff member or former staff member fail to apply for their pension within twelve months from the date of his death, payment of the benefits under these Rules may, at the discretion of the Organisation, be postponed until the first day of the month following that in which they make their application.
- 3** Where a staff member's or a former staff member's former spouse referred to in Article 22 fails to apply for a pension within twelve months from the date of his death, the former spouse's rights may, at the discretion of the Organisation, be wholly forfeited.

SECTION 2: ADJUSTMENT OF PENSIONS

ARTICLE 36

ADJUSTMENT OF PENSIONS

- 1** The Organisation shall adjust pensions every year in accordance with the revaluation coefficients based on the consumer price index for the country of the scale used to calculate each pension.

It shall also adjust them in the course of the year, for any given country, when prices in that country show an increase of at least 6%.

- 2** At regular intervals, the Director-General shall establish a comparison of the difference between increases in salary and increases in pensions and may, where appropriate, propose measures to reduce it.
- 3** Where a person receiving a pension dies, and reversion, orphan's or dependant's pensions are due, the following calculation shall be made:
- pensions shall be calculated with reference to the scale in force at the date of the assessment of the entitlement of the deceased former staff member;
 - the amounts thus determined shall be updated, as from that date, by application of the pensions revaluation coefficients for the country in question.

- 4** Where a person receiving an invalidity pension not awarded under Article 14.2 reaches the age limit laid down in the Staff Rules, his invalidity pension shall be converted, in accordance with Article 17.2, to a retirement pension calculated using the method referred to in paragraph 3 above.
- 5** Where a person receiving a pension exercises one of the options under Article 33, the following calculation shall be made:
 - the pension shall be recalculated with reference to the scale in force at the date of its assessment for the country selected;
 - the amount thus determined shall be updated, as from that date, by application of the pensions revaluation coefficients for the country in question.

SECTION 3: PAYMENT OF BENEFITS

ARTICLE 37

MODE OF PAYMENT

- 1** Subject to the provisions of Article 11 and unless otherwise provided under these Rules, pensions, family allowances and provisions for tax adjustments shall be paid monthly in arrears.
- 2** These amounts shall be paid by the Organisation, or by the International Service for Remunerations and Pensions if it has been empowered to do so.
- 3** Benefits shall be paid in the currency used in their calculation in accordance with Article 33.
- 4** Benefits shall be paid to the pensioner by bank transfer to his account in the country whose scale was used for calculating these benefits, or in the country in which he resides.

ARTICLE 38

SUMS OWED TO THE ORGANISATION

Any sum owed by a staff member, former staff member or pensioner to the Organisation that pays the pension at the date when the benefits are payable under these Rules shall be deducted from the amount of these benefits or from the benefits payable to those entitled under him. The deduction may be spread over a period.

ARTICLE 39

RIGHT OF SUBROGATION

- 1** Where a staff member's invalidity or death is attributable to a third party, the award of the benefits provided for in these Rules shall in principle be made subject to the beneficiary assigning to the Organisation his claims against such third party, up to the amount of such benefits.
- 2** However, the Organisation may waive its right to take action pursuant to such subrogation against the third party concerned where special circumstances justify such a waiver.

CHAPTER X

FINANCING THE PENSION SCHEME

ARTICLE 40

CHARGE ON BUDGETS

- 1** Benefits paid under this Pension Scheme shall be charged to the budgets of the organisation responsible for the assessment of these benefits pursuant to Article 31.
- 2** The Member States of the Organisation jointly guarantee the payment of these benefits.
- 3** In the event of a merger, reconstitution or other transformation or in the event of dissolution of the Organisation, the Council or any ad hoc body set up, where required in one of the aforementioned cases, shall take the necessary measures to ensure uninterrupted payment of the Pension Scheme benefits until the cessation of entitlement of the last beneficiary.
- 4** Should a country, being a Member or ex-Member of the Organisation, fail to comply with its obligations under this Article, the other countries shall meet the cost thereof in proportion to their contribution to the budgets of the Organisation as fixed annually from and after the said country's default.

ARTICLE 41

STAFF MEMBER'S CONTRIBUTION - COSTING THE SCHEME

- 1** Staff members shall contribute to the NPS.
- 2** The staff members' contribution shall be calculated as a percentage of their salaries and shall be deducted monthly.
- 3** The rate shall be set so as to represent the cost, in the long term, of 40% of the benefits provided under these Rules.

The rate of the staff contribution shall be 9.3%. This rate shall be reviewed every five years on the basis of an actuarial study, the procedures for which are in Appendix 1. The staff contribution rate shall be adjusted, with effect from the fifth anniversary of the preceding adjustment, the rate being rounded to the nearest first decimal.

- 4** Contributions properly deducted shall not be recoverable. Contributions improperly deducted shall confer no rights to pension benefits; they shall be refunded at the request of the staff member concerned or those entitled under him without interest.

CHAPTER XI

PROVISIONS RELATING TO ADJUSTMENT OF PENSIONS

ARTICLE 42

PENSIONS WHICH ARE SUBJECT TO NATIONAL TAX LEGISLATION

1 The recipient of a pension under these Rules shall be entitled to the adjustment applying to the Member State of the Organisation in which the pension and adjustment relating thereto are chargeable to income tax under the tax legislation in force in that country.

2 The adjustment shall equal 50% of the amount by which the recipient's pension would theoretically need to be increased, were the balance remaining after deduction of the amount of national income tax or taxes on the total to correspond to the amount of the pension calculated in accordance with these Rules.

For such purpose, there shall be drawn up, for each Member State, in accordance with the Implementing Instructions referred to in paragraph 6, tables of equivalence specifying, for each amount of pension, the amount of the adjustment to be added thereto. The said tables shall determine the rights of the recipients.

3 In calculating the theoretical amount of income tax or taxes referred to in paragraph 2 of this Article, account shall be taken only of the provisions of tax legislation and regulations affecting the basis of liability and the amount of income tax or taxes for all pensioner-taxpayers in the country concerned.

4 Pensioners without spouse or dependants shall be deemed to be in the position of a pensioner without entitlement to any tax reliefs or allowances for family responsibilities, all other recipients being deemed to be pensioners enjoying the tax reliefs and allowances of a person who is married without children.

No account shall be taken:

- of individual factors related to the personal circumstances or private means of a particular pensioner;
- of income other than that arising under these Rules;
- of the income of the spouse or dependants of the pensioner.

On the other hand, account shall, in particular, be taken of circumstances arising in the course of the year as a result of:

- a change in civil status or settlement in another place of residence with a different taxation system;
- commencement or cessation of payment of the pension.

- 5** The Organisation shall supply the Member States concerned with the names, forenames and full address of pensioners and the total amount of the pension and adjustment.
- 6** The recipient of an adjustment as specified in this Article shall be required to inform the Organisation of his full address and of any subsequent change therein.
Such recipient shall produce evidence of his pension and the relative adjustment having been declared or taxed; should he fail to comply with this obligation, he shall be deprived of the right to this adjustment and shall refund any amounts unduly received in this respect.
- 7** The other procedures for calculating the adjustment and, in particular, those necessitated by the special features of certain national tax laws, and the procedure for payment of the adjustment shall be laid down in the Implementing Instructions established in accordance with the tax legislation of Member States.
Notwithstanding Article 44, the Implementing Instructions referred to in this paragraph shall require approval by the Council (see Appendix 2).

CHAPTER XII FINAL PROVISIONS

ARTICLE 43 PENSIONS ADMINISTRATIVE COMMITTEE OF THE CO-ORDINATED ORGANISATIONS (PACCO)

The Pensions Administrative Committee of the Coordinated Organisations, created by the Standing Committee of Secretaries-General, shall give technical opinions and, where necessary, ensure appropriate co-ordination between the Organisation and the other Organisations.

ARTICLE 44 DETAILED IMPLEMENTATION

Instructions for the implementation of these Rules shall be drawn up by the Director-General after an opinion of the Pensions Administrative Committee of the Co-ordinated Organisations.

ARTICLE 45 ENTRY IN FORCE

These Rules shall enter into force on the date on which they are adopted by the Council.

APPENDIX 1

ACTUARIAL STUDIES (Annex VI, Chapter X, Article 41)

Periodicity: At least every 5 years

Method

- 1 Calculation, as at the effective date of the study for all the Co-ordinated Organisations that have adopted the NPS, of the rate of contribution payable by staff in order to finance 40% of benefits provided under the Scheme, establishing the present value of future entitlements and salaries.
- 2 Projections of annual amounts of future entitlements will be calculated, on the one hand, for staff affiliated to the NPS at the date of the study and, on the other hand, for the population of staff who will be recruited and affiliated to this scheme in the years to come. Projections of salaries for these populations will also be established year by year. Each of these amounts will be projected over a period of 80 years and discounted to present worth.
- 3 Combining these results will make it possible to determine the rate of contribution needed to finance 40% of benefits provided under the Scheme.

Demographic and salary-related assumptions

- 4 The demographic assumptions are derived from detailed demographic studies for each of the Co-ordinated Organisations that have adopted the NPS. These studies examine past experience over a period of fifteen years, where information is available, and also take account of practices and forecasts regarding future staff numbers.
- 5 The assumptions relating to salaries are based on detailed observation of the past, over a period of 15 years, where the information is available, and also take account of practices and forecasts available in this field.
- 6 The rates obtained are adjusted so as to eliminate distortions resulting from insufficient data in certain organisations.

Economic assumptions

- 7 The discounting process is based on observed rates of return on long-term government bonds issued in the reference countries, as from the date when they become a reference country.
- 8 A discount rate net of inflation shall be used. It shall be equal to the arithmetical average of average real rates observed over the thirty years preceding the date when the actuarial study is conducted.

- 9 The average real rate for a given past year is obtained from the real rates in each country, calculated as the difference between the rate of gross return on bonds and the corresponding rate of inflation, as shown by the national consumer price index. The average is obtained by weighting the real rate in each country by the number of serving staff in that country at the effective date of the study.

APPENDIX 2

IMPLEMENTING INSTRUCTIONS (Annex VI Article 28, Chapter XI Article 42)

42.1 Scope and calculation of the adjustment

- i) Article 42 of the Pension Rules shall apply only if the pension and the adjustment relating to it are subject to taxes on income levied in a Member country of the Organisation. The family allowances provided for in Article 28 of the Pension Scheme Rules shall be assimilated to pensions in determining the tax adjustment insofar as similar allowances are taxable under the national tax legislation of the Member State.
- ii) The adjustment referred to in Article 42 of the Pension Scheme Rules shall be determined on the basis of the legal provisions relating to taxes on income in force in the Member country in which the pensioner is legally subject to such taxation. It shall be established in respect of pensions paid during the tax period as determined in that country.
- iii) Where the pension of a person entitled to the adjustment is paid in a currency other than that of the country in which such person is subject to taxes on income, the adjustment shall be determined on the basis of the pension converted into the currency of that country. Such conversion shall be effected at the rate obtained on the official exchange market.
- iv) Where the amounts paid during any tax period include arrears of pension relating to any previous period, the adjustment shall be determined or recalculated, as the case may be, with due regard to the tax treatment applicable to such arrears.

42.2 Establishment of tables of equivalence for payment of the adjustment

- i) Tables of equivalence for payment of the adjustment shall be established for each tax year by the International Service for Remunerations and Pensions, hereinafter referred to as "the Service".
- ii) The tax authorities of the Member countries shall provide the Section, at its request, with the details of legislation and regulations necessary for establishing the tables. The tables shall be checked and confirmed by the tax authorities of the Member country concerned. In the event of disagreement between such authorities and the Service on the content of the tables, the Secretaries-General and the Co-ordinating Committee shall consider the matter on the basis of Article 42 of the Pension Scheme Rules and of these Implementing Instructions.
- iii) Provisional tables of equivalence shall be drawn up prior to the commencement of the period to which they refer. They shall show, for rounded pension figures and in respect of each Member country, an amount equivalent to 90% of the monthly adjustment calculated according to the distinctions contained in Article 42.3 of the Pension Scheme Rules and on the basis of the tax legislation in force at the time of drawing up the tables.

- iv) The provisional tables shall be revised whenever amendments to tax legislation involve a change in the amount of the adjustment. The Secretaries-General and the Co-ordinating Committee may, however, decide by mutual agreement to dispense with the updating of tables in cases where the balance of gain or loss is minimal.
- v) As soon as the authorities in Member countries have finally adopted the tax legislation applicable to income for the period covered by the provisional tables, these latter shall be replaced by final tables establishing the rights of recipients in accordance with Article 42.2 of the Pension Scheme Rules. These final tables shall show the amount of the adjustment for the whole of the period which they cover, as well as the monthly amount of the adjustment.
- vi) The provisional and final tables of equivalence shall be accompanied by all such information as is necessary for their use. Such information shall include:
 - the rules to be observed in cases where changes in family status, dependants or permanent address ("domicile") of the person entitled to the adjustment may affect the amount of the adjustment which the person concerned may claim;
 - the names and addresses of the tax authorities to which the Organisations supply the information specified in Article 42.4 of the Pension Scheme Rules;
 - the evidence to be supplied by persons entitled to the adjustment as proof of the declaration for tax purposes, or the taxation, of their pension and the adjustment relating thereto;
 - the dates for making such declarations and for paying the tax in those Member countries which have been authorised to avail themselves of the provisions of Instruction 42.3 ii) below.

42.3 Method of payment of the adjustment

- i) The adjustment shall be paid by monthly instalments by way of advance at the same time as the pension and in an amount corresponding to that appearing in the provisional tables of equivalence referred to in Instruction 42.2 iii) above. The amounts of pension, arrears of pension and adjustment shall be shown separately on the instrument of payment issued to the recipient.
- ii) At the request of a country, the Secretaries-General and the Co-ordinating Committee may decide by mutual agreement that by way of exception to paragraph i) there shall be a time lag in payment of the monthly instalments of the adjustment relating to that country, provided, however, that payment of the whole of the monthly instalments shall be finalised before the ultimate date for payment of the tax to which they refer.
- iii) As soon as the final tables of equivalence are available, the total amount of the monthly instalments paid in respect of the tax period shall be compared to the final amount of the adjustment due for the whole of that period. Any excess or shortfall

shall be rectified but so, however, that the amount involved shall not be taken into account in determining the adjustment in respect of the following tax year.

- iv) The adjustments shall be paid in the currency of the country in which the recipient is subject to taxes on income.

42.4 Information to be supplied to Member States by the Organisation

- i) The particulars specified in Article 42.4 of the Pension Rules shall consist of the following:
 - a) a personal particulars form giving the name and forenames, full address and, where applicable, the residence for tax purposes (domicile fiscal) of the pensioner, the total amount of pension paid for the period constituting the tax year, the final amount of the adjustment arrived at for such period, and the amount of arrears of pension, identifying the year to which such arrears relate;
 - b) a master list reproducing, for each country, the information contained in the personal particulars form.
- ii) The particulars listed in paragraph i) of this Instruction shall be supplied to the tax authorities of the country in which the persons concerned are subject to taxes on income. A copy of the personal particulars form shall be sent to the pensioner and a copy of the master list shall be sent to the Representative of the Member State in question to the Organisation.
- iii) The obligations specified in this Instruction shall be complied with at the time of the rectification referred to in Instruction 42.3 iii) above.

42.5 Evidence of payment of tax

The tax authorities referred to in Instruction 42.2 vi) above shall inform the Service of the evidence by which, in accordance with Article 42.5 of the Pension Scheme Rules, recipients of the adjustment may establish that their pension and the relevant adjustment have been declared for tax purposes or have been taxed.

42.6 Financing the adjustment

- i) The cost of the adjustment provided for in Article 42 of the Pension Scheme Rules shall be borne by the country in which the recipient thereof is subject to taxes on income for the period considered.
- ii) Expenditure arising under paragraph i) of this Instruction shall be the subject of a separate budget which shall be drawn up at the same time as the other budgets of the Organisation. Final settlement of the contributions to this separate budget shall be made at the end of the period to which it relates.

42.7 Date of effect

These Implementing Instructions shall enter into force on the date on which they are adopted by the Council.

PART-TIME WORK
(Article 31)

- 1** The Director-General may authorise a staff member to work part-time.
- 2** A staff member working part-time shall work for not less than half the official working hours in accordance with the timetable laid down by the Director-General.
- 3** In calculating the seniority required for an increment, the period during which the staff member works part-time shall be counted as full-time work.
- 4** A staff member working part-time shall receive the various components of the emoluments corresponding to his grade and step, in the ratio of the part-time hours worked to the official hours, except that the dependents allowance and the education allowance shall be payable in full.
- 5** The minimum fixed for the household allowance and the expatriation allowance shall be reduced in the ratio of the part-time hours worked to the official working hours.
- 6** A staff member working part-time shall receive a rent allowance if the amount of his rent, reduced in proportion of ratio of part-time hours worked to the official working hours, exceeds the part-time emoluments. For the purpose of Article 20 the rent allowance shall be a percentage of the difference between his rent (reduced in the proportion to his working hours) and the fraction of his emoluments as specified in Article 20.
- 7** If a staff member working part-time becomes entitled to an indemnity of loss of job under the terms of Annex IV, or to unemployment benefits under the terms of Annex V, periods of part-time service shall be taken into account proportionally in establishing the amount of the indemnity to be paid.
- 8** A staff member working part-time shall accrue annual leave at the rate of two and a half working days a month. A day's leave shall be understood as corresponding to the proportion of the part-time hours worked to the official working hours.
- 9** Entitlement to refund of travelling expenses for home leave shall be reduced by 2% for each month worked half-time during the two-year period conferring entitlement to home leave and pro rata for other part-time working hours.
- 10** Staff members working part-time shall be entitled to the social security referred to in Article 28. Contributions to the insurance scheme shall be calculated on the basis of full-time work. For the part-time which is worked, the staff member shall pay his share of the premium and EUMETSAT shall pay its share. For the part-time which is not worked, the staff member shall pay his own share plus EUMETSAT's share.
- 11** For the calculation of pensions the Pension Scheme Rules and its Implementing Instructions shall apply.

**CONDITIONS OF APPEAL AND RULES OF PROCEDURE
FOR THE APPEALS BOARD
(Article 38)**

ARTICLE 1

APPEALS

- 1** The Appeals Board shall only admit appeals provided that the Claimant has written to the Director-General within twenty days from the date of notification of the decision appealed from, requesting that such decision be withdrawn or modified, and provided that the Director-General has either rejected such request or failed to reply to the Claimant within twenty days.
- 2** Appeals shall be lodged with the Secretariat of the Appeals Board within two months from the date of notification of the decision appealed from. Nevertheless the Appeals Board may, in exceptional cases, admit appeals lodged after two months.
- 3** Appeals shall be made in writing. They shall state all grounds of appeal put forward by the Claimant and be accompanied by all documentary evidence in support thereof.
- 4** Appeals shall not stay the execution of the decisions appealed from.

ARTICLE 2

PRELIMINARY PROCEDURE

- 1** Appeals shall be transmitted immediately to the Director-General who shall make his comments thereon in writing. These comments shall, within one month from the lodgement of the appeal, be communicated to the Claimant who may, within twenty days, submit a reply in writing.
- 2** Appeals, together with the memoranda and the documentary evidence in support, the comments of the Director-General and the Claimant's reply, if any, shall be communicated to the members of the Appeals Board by its Secretariat not later than three months following the lodgement of the appeal and at least fifteen days before the date of the session at which they are to be considered.

ARTICLE 3

CONVENING OF THE BOARD

- 1** The Appeals Board shall be convened by its Chairperson.
- 2** The Board shall as a general rule consider appeals submitted to it not later than four months after the date of their lodgement.
- 3** The Chairperson may, in fixing the date of sessions of the Board, depart from the general rule laid down in paragraph 2 of this Article for the purpose in particular, of enabling several appeals to be considered at the same session, provided that in principle not more than six months shall elapse between the date of lodgement of an appeal and its consideration by the Board.

ARTICLE 4

MEETINGS OF THE BOARD

- 1** The hearings of the Appeals Board shall be public, unless the Appeals Board ex officio or at the request of one of the parties, for valid reasons, decides otherwise. Hearings concerning disciplinary matters shall be secret.
- 2** The Director-General and the Claimant may attend the hearings and make oral statements in support of the arguments put forward in their memoranda. They may be aided or represented for this purpose. The Staff Association may designate a representative to follow the hearings before the Board.
- 3** The Appeals Board may require the production of any document which it deems useful for the consideration of the appeal before it. Documents so produced shall also be communicated to the Director-General and to the Claimant.

The Appeals Board shall hear any witnesses whose evidence it deems may be useful in the proceedings. Any staff member called as a witness shall appear before the Board and may not refuse to give the required information.

- 4** No person attending a hearing of the Board shall in any case divulge any facts or opinions which come to his knowledge during the hearing.
- 5** The members of the Board shall deliberate in secret and in the absence of any other person.

ARTICLE 5

STAY OF EXECUTION

Under exceptional circumstances the Board may make an interim order staying the execution of the measure complained of, pending a final decision in accordance with Article 6.

ARTICLE 6

DECISIONS OF THE BOARD

- 1** Decisions of the Board shall be taken by majority vote. They shall be delivered in writing and shall state the grounds on which they are based.
- 2** In cases where it has admitted that there were good grounds for the appeal, the Board may decide that EUMETSAT shall reimburse, within reasonable limits, justified expenses incurred by the Claimant. The Board may also decide that EUMETSAT shall reimburse travel and subsistence expenses incurred by witnesses who have been heard, within limits which it shall fix in agreement with the Director-General, and to be calculated on the basis of the provisions of Article 26 of the Staff Rules. In taking such decisions, the Board shall take into account the nature of the dispute and the amount involved.
- 3** Decisions of the Board shall not be subject to appeal except that the Board may be requested to rectify a clerical or accidental mistake in a decision delivered, or be asked to interpret a decision, should difficulties arise as to the meaning or scope of that decision.
- 4** The Board may also be asked by any of the Parties to revise a decision in the event of the discovery of a fact or evidence of decisive importance which, at the time of the decision was unknown to the Board and to the party requesting the revision. The request for revision must be lodged within three months from the date of discovery of the fact or evidence and at the latest within five years from notification of the decision in question.

CATEGORIES AND QUALIFICATIONS

- 1** Candidates for posts in category A, which comprises staff members engaged in administrative, planning and research duties, must have a university education with a suitable degree. Exceptionally, the degree requirement may be waived if the candidate has equivalent professional experience.
- 2** Candidates for posts as interpreters and translators in category L must have a general education of university standard and appropriate professional training or experience.
- 3** Candidates for category B posts involving executive and supervisory duties must have reached an educational standard equivalent to a full course of general secondary education and possess appropriate professional qualifications.
- 4** Candidates for category B posts involving technical, secretarial or clerical duties must have reached an educational standard equivalent to an intermediate level of general secondary education and possess appropriate professional qualifications.
- 5** Candidates for category C posts which involve technical, manual or service duties, must have reached an educational standard equivalent to a general primary education and, if need be, possess appropriate professional qualifications.

INSTALLATION ALLOWANCE

I. Installation allowance: ceiling for basic amount for 2015

INSTALLATION ALLOWANCE: CEILING FOR BASIC AMOUNT INDEMNITÉ D'INSTALLATION: PLAFOND DU MONTANT DE BASE

01.01.2015

	Official not eligible to the expatriation allowance	Official eligible to the expatriation allowance	CURRENCY MONNAIE	PPP PPA	
	Agents non éligibles à l'indemnité d'expatriation	Agents éligibles à l'indemnité d'expatriation		01.07.2014	
AUSTRALIA	3 303	9 083	AUD	1.651	AUSTRALIE
AUSTRIA	2 144	5 895	EUR	1.072	AUTRICHE
BELGIUM	2 000	5 500	EUR	1.000	BELGIQUE
CANADA	2 863	7 873	CAD	1.431	CANADA
DENMARK	19 832	54 538	DKK	9.916	DANEMARK
FINLAND	2 459	6 762	EUR	1.229	FINLANDE
FRANCE	2 350	6 462	EUR	1.175	FRANCE
GERMANY	2 154	5 925	EUR	1.077	ALLEMAGNE
GREECE	1 735	4 772	EUR	0.868	GRÈCE
HUNGARY	440 340	1 210 935	HUF	220.2	HONGRIE
ICELAND	356 800	981 200	ISK	178.4	ISLANDE
IRELAND	2 317	6 371	EUR	1.158	IRLANDE
ITALY	2 008	5 521	EUR	1.004	ITALIE
JAPAN	425 480	1 170 070	JPY	212.7	JAPON
KOREA	3 257 000	8 956 750	KRW	1628.5	CORÉE
LUXEMBOURG	2 000	5 500	EUR	1.000	LUXEMBOURG
MEXICO	24 304	66 836	MXP	12.15	MEXIQUE
NETHERLANDS	2 156	5 929	EUR	1.078	PAYS-BAS
NEW ZEALAND	3 932	10 814	NZD	1.966	NOUVELLE-ZÉLANDE
NORWAY	24 186	66 512	NOK	12.09	NORVÈGE
POLAND	6 149	16 910	PLN	3.075	POLOGNE
PORTUGAL	1 644	4 521	EUR	0.822	PORTUGAL
SPAIN	1 889	5 194	EUR	0.944	ESPAGNE
SWEDEN	23 448	64 482	SEK	11.72	SUÈDE
SWITZERLAND	3 680	10 120	CHF	1.840	SUISSE
TURKEY	3 812	10 484	TRY	1.906	TURQUIE
UNITED KINGDOM	1 850	5 087	GBP	0.925	ROYAUME-UNI
UNITED STATES	2 569	7 066	USD	1.285	ÉTATS-UNIS

II. Former installation allowance rules applicable to staff members referred to under Article 19.7 Staff Rules until 31 December 2018

- 1** An installation allowance shall be granted to staff members whose established residence was more than 100 km from the place of employment at the time when they accepted employment and who move their established residence in order to take up appointment.
- 2** A staff member eligible under paragraph 1 shall receive an installation allowance amounting to one month's basic salary and this shall normally be paid on the day on which the staff member takes up his appointment.
- 3** A staff member entitled to the household allowance without children or with only one dependent child shall receive in addition a second payment of a half month's basic salary, provided that his family have established residence with him. This payment shall be increased for a staff member entitled to a household allowance with two or more dependent children to one month's basic salary.
- 4** A staff member shall be entitled a further installation allowance if required by EUMETSAT to move to another place of work and if his new place of residence is more than 100 km away from his previously established residence. The amount of this allowance shall be determined according to paragraphs 2 and 3. This allowance will not be granted if the initial appointment or subsequent posting to another establishment is to be for a period of less than one year.
- 5** A staff member shall be required to reimburse the amount payable under paragraph 3 should the contract not be confirmed after the probationary period and half of the total installation allowance if he leaves EUMETSAT of his own free will before two years have expired.
- 6** The Director-General may authorise an exception to the provision governing reimbursement where strict application might cause special hardship.