

## **EUMETSAT STAFF RULES**

*Last amended on 01 January 2023*



**TABLE OF CONTENTS****PREAMBLE****CHAPTER I      RIGHTS, OBLIGATIONS AND RESPONSIBILITIES**

- Article 1      General Provisions**  
**Article 2      Duties and Responsibilities**  
**Article 3      Privileges, Immunities and Protection of Staff Members**

**CHAPTER II      RECRUITMENT, CONTRACTS AND TERMINATION OF EMPLOYMENT**

- Article 4      Recruitment**  
**Article 5      Contracts**  
**Article 6      Assignment**  
**Article 7      Probation**  
**Article 8      Staff Report**  
**Article 9      Pension Scheme and Retirement**  
**Article 10      Termination**  
**Article 11      Resignation**  
**Article 12      Separation**  
**Article 13      Period of Notice**

**CHAPTER III      SALARIES AND ALLOWANCES**

- Article 14      General Provisions**  
**Article 15      Household Allowance and Basic Family Allowance**  
**Article 16      Dependants' Allowance and Supplement**  
**Article 17      Education Allowance**  
**Article 18      Expatriation Allowance**  
**Article 19      Installation Allowance**  
**Article 20      Rent Allowance**  
**Article 21      Language Allowance**  
**Article 22      Expenses**  
**Article 23      Statutory Travel Expenses**  
**Article 24      Advances and Financial Assistance**  
**Article 25      Removal Expenses**  
**Article 26      Mission Expenses**  
**Article 27      Indemnity for Loss Of Job**

**CHAPTER IV      SOCIAL SECURITY**

- Article 28      Social Security**

**CHAPTER V      WORKING CONDITIONS**

- Article 29      Working Time**  
**Article 30      Official Holidays**  
**Article 31      Part-Time Work**

**CHAPTER VI      LEAVE**

- Article 32      Annual Leave**  
**Article 33      Home Leave**  
**Article 34      Sick Leave and temporary incapacity**  
**Article 35      Special, Maternity, Paternity, Parental and Adoption Leave**

**CHAPTER VII      DISCIPLINARY MEASURES**

- Article 36      Disciplinary Measures**

**CHAPTER VIII      DISPUTES**

- Article 37      Complaints Procedures**  
**Article 38      Appeals Board**

**CHAPTER IX      STAFF ASSOCIATION**

- Article 39      Staff Association**

**CHAPTER X      ENTRY INTO FORCE**

- Article 40      Entry into Force**

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

**MONTHLY BASIC SALARY SCALE**

**OTHER ELEMENTS OF REMUNERATION**

**ADVANCEMENT**

**ANNEX II.      INTERNAL TAX SCHEME (ARTICLE 14)**

**ANNEX III.**

**I.      DAILY SUBSISTENCE ALLOWANCE**

**II.      TRAVEL EXPENSES ON MISSION**

**III.      KILOMETRIC ALLOWANCE**

**ANNEX IV.      INDEMNITY FOR LOSS OF JOB (ARTICLE 27)**

**ANNEX V. SOCIAL SECURITY (ARTICLE 28)****CHAPTER I GENERAL PROVISIONS****Article 1 General Provisions****Article 2 Contributions****Article 3 Cost Repartition****CHAPTER II HEALTHCARE BENEFITS****Article 4 Healthcare benefits****Article 5 Insurance Contract****CHAPTER III LONG-TERM CARE BENEFITS****Article 6 Long-term Care Benefits****CHAPTER IV DEATH-IN-SERVICE BENEFITS****Article 7 Death-in-Service Benefits****CHAPTER V UNEMPLOYMENT BENEFITS****Article 8 Unemployment Benefits****Article 9 Exclusions****Article 10 Duration of Unemployment Benefits****Article 11 Amount of Unemployment Benefits****Article 12 Exhaustion of other Benefits****CHAPTER VI PARTIAL INVALIDITY****Article 13 Partial Invalidity Benefits**

<b>ANNEX VI.</b>	<b>PENSION SCHEME (ARTICLE 28)</b>
<b>PART A:</b>	<b>1986 PENSION SCHEME (PENSION SCHEME OF THE “COORDINATED ORGANISATIONS”)</b>
<b>CHAPTER I</b>	<b>GENERAL PROVISIONS</b>
Article 1	Scope
Article 2	Deferred Entitlement
Article 3	Definition of Salary
Article 4	Definition of Service Conferring Entitlement to Benefits
Article 5	Calculation of Service Conferring Entitlement to Benefits
Article 6	Reckonable Years of Service
Article 6 Bis	Part-Time Service - Effects on the Calculation of Entitlement
<b>CHAPTER II</b>	<b>RETIREMENT PENSION AND LEAVING ALLOWANCE</b>
<b>SECTION 1:</b>	<b>RETIREMENT PENSION</b>
Article 7	Conditions of Entitlement
Article 8	Age of Entitlement- Deferred Pension and Early Pension
Article 9	Commencement and Cessation of Entitlement
Article 10	Rate of Pension
<b>SECTION 2:</b>	<b>LEAVING ALLOWANCE</b>
Article 11	Leaving Allowance
<b>SECTION 3:</b>	<b>INWARD AND OUTWARD TRANSFER OF PENSION RIGHTS</b>
Article 12	Inward and Outward Transfer of Pension Rights
<b>CHAPTER III</b>	<b>INVALIDITY PENSION</b>
Article 13	Conditions of Entitlement - Invalidity Board
Article 14	Rate of Pension
Article 15	Concurrent Earnings
Article 16	Medical Examination - Termination of Pension
Article 17	Commencement and Cessation of Entitlement
<b>CHAPTER IV</b>	<b>SURVIVOR'S AND REVERSION PENSIONS</b>
Article 18	Conditions of Entitlement
Article 19	Rate of Pension
Article 20	Reduction for Difference in Age
Article 21	Remarriage
Article 22	Rights of a Former Spouse
Article 23	Commencement and Cessation of Entitlement
Article 24	Incapacitated Widower

**CHAPTER V ORPHAN'S OR DEPENDANT'S PENSION**

<b>Article 25</b>	<b>Rate of Orphan's Pension</b>
<b>Article 25bis</b>	<b>Rate of Pension for Other Dependants</b>
<b>Article 26</b>	<b>Commencement and Cessation of Entitlement</b>
<b>Article 27</b>	<b>Beneficiaries of More than One Category</b>

**CHAPTER VI FAMILY ALLOWANCES**

<b>Article 28</b>	<b>General Provisions</b>
-------------------	---------------------------

**CHAPTER VII CEILING ON BENEFITS**

<b>Article 29</b>	<b>Ceiling on Benefits for surviving spouse, former spouse(s), orphans and/or dependants</b>
-------------------	--

**CHAPTER VIII PROVISIONAL PENSIONS**

<b>Article 30</b>	<b>Conditions of Entitlement</b>
-------------------	----------------------------------

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

<b>Article 31</b>	<b>Organisation Responsible for the Assessment</b>
<b>Article 32</b>	<b>No Double Entitlement</b>
<b>Article 33</b>	<b>Basis of Calculation</b>
<b>Article 34</b>	<b>Re-Assessment - Cancellation</b>
<b>Article 35</b>	<b>Requirement of Evidence - Forfeiture of Rights</b>

**SECTION 2: ADJUSTMENT OF BENEFITS**

<b>Article 36</b>	<b>Adjustment of Benefits</b>
-------------------	-------------------------------

**SECTION 3: PAYMENT OF BENEFITS**

<b>Article 37</b>	<b>Mode of Payment</b>
<b>Article 38</b>	<b>Sums Owed to the Organisation</b>
<b>Article 39</b>	<b>Right of Subrogation</b>

**CHAPTER X FINANCING THE PENSION SCHEME**

<b>Article 40</b>	<b>Charge on Budgets</b>
<b>Article 41</b>	<b>Staff Member's Contribution - Costing the Scheme</b>

**CHAPTER XI PROVISIONS RELATING TO ADJUSTMENT OF PENSIONS**

<b>Article 42</b>	<b>Pensions which are Subject to National Tax Legislation</b>
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<b>CHAPTER XII</b>	<b>TRANSITIONAL ARRANGEMENTS APPLICABLE TO STAFF WHOSE SERVICE BEGAN BEFORE 1ST JULY 1974</b>
<b>SECTION 1:</b>	<b>STAFF WHOSE SERVICE DID NOT TERMINATE BEFORE 1ST JANUARY 1973</b>
Article 43	Scope
Article 44	Pension with Credit for Past Service
Article 45	Pension without Credit for Past Service
Article 46	Bonus for Service after the Age of Sixty
Article 47	Compensation for Loss of Previous Pension Rights
Article 48	Provident Fund
<b>SECTION 2:</b>	<b>STAFF WHOSE SERVICE TERMINATED BEFORE 1ST JANUARY 1973</b>
Article 49	Scope
<b>SECTION 3:</b>	<b>HARDSHIP ALLOWANCE</b>
Article 50	Hardship Allowance
<b>CHAPTER XIII</b>	<b>FINAL PROVISIONS</b>
Article 51	Co-Ordination
Article 52	Detailed Implementation
Article 53	Entry in Force
<b>APPENDIX 1</b>	<b>ACTUARIAL STUDIES</b>
<b>APPENDIX 2</b>	<b>IMPLEMENTING INSTRUCTIONS</b>



<b>PART B:</b>	<b>2011 PENSION SCHEME (“NEW PENSION SCHEME”)</b>
<b>CHAPTER I</b>	<b>GENERAL PROVISIONS</b>
Article 1	Scope
Article 2	Deferred Entitlement
Article 3	Definition of Salary
Article 4	Definition of Service Conferring Entitlement to Benefits
Article 5	Calculation of Service Conferring Entitlement to Benefits
Article 6	Reckonable Years Of Service
Article 6 Bis	Part-Time Service - Effects on the Calculation of Entitlement
<b>CHAPTER II</b>	<b>RETIREMENT PENSION AND LEAVING ALLOWANCE</b>
<b>SECTION 1:</b>	<b>RETIREMENT PENSION</b>
Article 7	Conditions of Entitlement
Article 8	Age of Entitlement- Deferred or Early Pension
Article 9	Commencement and Cessation of Entitlement
Article 10	Rate of Pension
<b>SECTION 2:</b>	<b>LEAVING ALLOWANCE</b>
Article 11	Leaving Allowance
<b>SECTION 3:</b>	<b>INWARD AND OUTWARD TRANSFER OF PENSION RIGHTS</b>
Article 12	Inward and Outward Transfer of Pension Rights
<b>CHAPTER III</b>	<b>INVALIDITY PENSION</b>
Article 13	Conditions of Entitlement - Invalidity Board
Article 14	Rate of Pension
Article 15	Concurrent Earnings
Article 16	Medical Examination - Termination of Pension
Article 17	Commencement and Cessation of Entitlement
<b>CHAPTER IV</b>	<b>SURVIVOR'S AND REVERSION PENSIONS</b>
Article 18	Conditions of Entitlement
Article 19	Rate of Pension
Article 20	Reduction for Difference in Age
Article 21	Remarriage
Article 22	Rights of a Former Spouse
Article 23	Commencement and Cessation of Entitlement

**CHAPTER V ORPHAN'S OR DEPENDANT'S PENSION**

<b>Article 24</b>	<b>Rate of Orphan's Pension</b>
<b>Article 25</b>	<b>Rate of Pension for Other Dependants</b>
<b>Article 26</b>	<b>Commencement and Cessation Of Entitlement</b>
<b>Article 27</b>	<b>Beneficiaries of More than One Category</b>

**CHAPTER VI FAMILY ALLOWANCES**

<b>Article 28</b>	<b>General Provisions for Staff Members Appointed before 1 January 2017</b>
<b>Article 28 Bis</b>	<b>General Provisions for Staff Members Appointed on or after 1 January 2017</b>

**CHAPTER VII CEILING ON BENEFITS**

<b>Article 29</b>	<b>Ceiling on Benefits for surviving spouse, former spouse(s), orphans and/or dependants</b>
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**CHAPTER VIII PROVISIONAL PENSIONS**

<b>Article 30</b>	<b>Conditions of Entitlement</b>
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**CHAPTER IX DETERMINATION OF THE AMOUNTS OF BENEFITS****SECTION 1: ASSESSMENT OF ENTITLEMENT**

<b>Article 31</b>	<b>Organisation Responsible for the Assessment</b>
<b>Article 32</b>	<b>No Double Entitlement</b>
<b>Article 33</b>	<b>Basis of Calculation</b>
<b>Article 34</b>	<b>Re-Assessment - Cancellation</b>
<b>Article 35</b>	<b>Requirement of Evidence - Forfeiture of Rights</b>

**SECTION 2: ADJUSTMENT OF PENSIONS**

<b>Article 36</b>	<b>Adjustment of Pensions</b>
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**SECTION 3: PAYMENT OF BENEFITS**

<b>Article 37</b>	<b>Mode of Payment</b>
<b>Article 38</b>	<b>Sums Owed to the Organisation</b>
<b>Article 39</b>	<b>Right of Subrogation</b>

**CHAPTER X FINANCING THE PENSION SCHEME**

<b>Article 40</b>	<b>Charge on Budgets</b>
<b>Article 41</b>	<b>Staff Member's Contribution - Costing the Scheme</b>

**CHAPTER XI      PROVISIONS RELATING TO ADJUSTMENT OF PENSIONS****Article 42          Pensions which are Subject to National Tax Legislation****CHAPTER XII      FINAL PROVISIONS****Article 43          Pensions Administrative Committee of The Co-ordinated Organisations (PACCO)****Article 44          Detailed Implementation****Article 45          Entry in Force****APPENDIX 1      ACTUARIAL STUDIES****APPENDIX 2      IMPLEMENTING INSTRUCTIONS****ANNEX VII.        PART-TIME WORK (ARTICLE 31)****ANNEX VIII.      CONDITIONS OF APPEAL AND RULES OF PROCEDURE FOR THE APPEALS BOARD (ARTICLE 38)****Article 1          Appeals****Article 2          Written Procedure****Article 3          Written Comments of the Staff Committee****Article 4          Withdrawal of Appeal****Article 5          Accelerated Procedure****Article 6          Composition of the Board****Article 7          Convening of the Board****Article 8          Convening of the Board****Article 9          Decisions of the Board****Article 10        Calculation of Time Limits****ANNEX IX.        CATEGORIES AND QUALIFICATIONS****ANNEX X.        INSTALLATION ALLOWANCE**



**PREAMBLE**

*Applicable from 05 Dec 2001 until today*

- 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**

*Applicable from 01 Jul 2016 until today*

- 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 Head of Financial Control and Internal Audit.
- 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**

*Applicable from 02 Jul 2021 until today*

- 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 financial control duties, the Head of Financial Control and Internal Audit shall be subject only to the authority of the Council.
- 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** Staff members may not directly or indirectly hold such interests in a commercial firm as could, by their nature, compromise or appear to compromise the independent, impartial and objective performance of their duties. Staff members holding such interests or whose spouse or a member of their close family is holding such interests shall promptly inform the Director-General in writing, in view of avoiding any conflict with the staff members' duties at EUMETSAT.
- 6** A staff member shall select a place of residence which will not interfere with the performance of his duties.
- 7** 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.
- 8** 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.
- 9** 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.



- 10 Within the framework of the provisions of paragraphs 7, 8 and 9, the rights of the staff member in respect of industrial property rights and copyright shall be determined by the Council.
- 11 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.
- 12 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.
- 13 The authorisation referred to in paragraph 12 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**

*Applicable from 05 Dec 2001 until today*

- 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.



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**CHAPTER II****RECRUITMENT, CONTRACTS AND TERMINATION OF EMPLOYMENT****ARTICLE 4****RECRUITMENT**

*Applicable from 01 Dec 2021 until today*

- 1** Recruitment must be so designed as to secure for EUMETSAT the services of staff members 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 vacancies to enable the greatest possible number of candidates to compete. However, where a post is best filled internally due to budgetary constraints, urgent and unavoidable staffing needs or strategic business needs, the Director-General may decide to advertise the vacancy within the Secretariat only and limit applications to active staff members.
- 3** The period allowed for submission of applications after the issue of a vacancy notice shall be determined by the Director-General, but shall normally be at least six weeks.
- 4** The staff members shall be informed of each vacant post for which a recruitment procedure will take place.
- 5** Recruitment for posts for which the Director-General is the appointing authority shall be effected after receiving the advice of an Interview Board, the Director of the Department concerned and the Head of Human Resources.
- 6** 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.
- 7** 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.
- 8** 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.
- 9** 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.
- 10** 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**

*Applicable from 02 Dec 2015 until today*

- 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, or three months in case of an initial contract of two years' duration, 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**

*Applicable from 01 Dec 2021 until today*

- 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, except if the transfer results from a suppression of post.
- 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 two years, 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**

*Applicable from 05 Dec 2001 until today*

- 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**

*Applicable from 01 Jul 2016 until today*

- 1** A report on staff members, with the exception of the Head of Financial Control and Internal Audit, 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**

*Applicable from 27 Jun 2017 until today*

- 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 Annex VI.
- 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 relating to permanent total invalidity laid down in Annex VI shall cease to perform his duties and shall receive an invalidity pension according to the provisions of Annex VI.
- 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.
- 7** “Pension Scheme” shall mean the 1986 Pension Scheme laid down in Annex VI-A or the 2011 Pension Scheme laid down in Annex VI-B, as applicable to the staff member concerned.

## **ARTICLE 10**

### **TERMINATION**

*Applicable from 01 Dec 2021 until today*

- 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 the staff member 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 a post is suppressed and the staff member holding it cannot be transferred to a vacant post;
  - e) if the staff member cannot be reinstated according to Article 34.10.
- 2** The termination of a contract shall be notified in writing to the staff member concerned.
- 3** If the staff member is pregnant or absent on maternity leave, sick leave or temporary incapacity at the time of notification of the termination of his/her contract, the period of notice to which the staff member is entitled shall be prolonged by the time of the maternity leave, sick leave or temporary incapacity period after the notification.

## **ARTICLE 11**

### **RESIGNATION**

*Applicable from 26 Jun 2013 until today*

- 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**

*Applicable from 30 Jun 2020 until today*

- 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 (see Article 10);
  - 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 pregnant, on maternity leave, sick leave or temporary incapacity as provided for in Articles 34 and 35 of these Rules. The staff member may request the Director-General in writing for this provision to be lifted.

## **ARTICLE 13**

### **PERIOD OF NOTICE**

*Applicable from 22 Aug 1986 until today*

- 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.



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**CHAPTER III****SALARIES AND ALLOWANCES****ARTICLE 14****GENERAL PROVISIONS**

*Applicable from 27 Jun 2017 until today*

- 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, supplement 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** 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.

- 9 Unless specified otherwise in the Staff Rules, claims against the Organisation for payment of emoluments or other sums resulting from the application of the Staff Rules shall lapse one year after the date on which the payment would have been due. A request for payment in respect of a claim against the Organisation submitted after the expiry of this period of limitation may be taken into consideration if the delay is due to exceptional circumstances.
- 10 EUMETSAT has the right to reclaim any payment made to which the recipient was not entitled. This right shall lapse one year following that payment. There shall be no limitation on the Organisation's right to recover an undue payment if the information provided by the person concerned was inaccurate as a result of a lack of good faith, gross negligence or fraud. Recovery shall be made by deductions from the monthly or other payments due to the person concerned, taking into account his social and financial situation.

## **ARTICLE 15**

### **HOUSEHOLD ALLOWANCE AND BASIC FAMILY ALLOWANCE**

*Applicable from 27 Jun 2017 until today*

#### **A - Rules applicable to Staff taking up duty before 1 January 2017 and re-engaged (within the meaning of Article 5 of the Staff Rules) without a break in service.**

- 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:
  - i) to a married staff member; or
  - ii) to a staff member who has one or more dependants within the meaning of Article 16.B.
- 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.
- 4 Where spouses employed by EUMETSAT or by another international organisation are both entitled to the household allowance, the household allowance shall be payable only to the person whose basic salary is the highest.

**B - Rules applicable to Staff taking up duty on or after 1 January 2017 and re-engaged (within the meaning of Article 5 of the Staff Rules) without a break in service.****5 Eligibility criteria**

- i) The basic family allowance shall be granted to staff members whose spouse, within the meaning of these Rules, has an overall income (gross income less compulsory social and/or pension contributions) lower than 50% of the basic monthly salary of the scale of the duty station for grade C1, step 1 plus the basic amount of the basic family allowance.
- ii) Eligibility will commence when the staff member and his spouse have established a family unit at the duty station. It will end when the family unit is dissolved or when the spouse ceases to actually and habitually live with the staff member at the duty station.

**6 Amount of the allowance**

Staff members eligible for the basic family allowance shall be entitled to a basic monthly amount defined in Annex 1. Staff members eligible for the expatriation allowance irrespective of whether they take up duty from within or from outside the same geographical zone of the duty station as defined in paragraph 7, shall be entitled to an additional monthly amount defined in Annex 1.

**7 Geographical zones**

The four 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).

**8 Payment of the allowance**

- i) In compliance with paragraph 5, in the case of a staff member whose spouse has an overall income, as defined in paragraph 5 i), equal to or higher than 50% of the monthly salary of the scale of the duty station for grade C1, step 1, the amount of the allowance payable shall be reduced. The allowance shall be equal to the difference between 50% of the basic monthly salary of the scale of the duty station for grade C1, step 1, plus the basic amount of the basic family allowance, as defined in paragraph 6 and the income of the spouse as referred to in paragraph 5 i). If the spouse's income is equal to or higher than 50% of the basic monthly salary of the scale of the duty station for grade C1, step 1 plus the basic amount of the basic family allowance, no allowance shall be paid. When the spouse's income becomes equal to or higher than 50% of the basic monthly salary of the scale of the duty station for grade C1, step 1 plus the basic amount of the basic family allowance, the basic family allowance shall cease to be paid.
- ii) When a staff member is transferred to a different duty country at the initiative of EUMETSAT, the Director-General may, in circumstances such as an exceptional organisational restructuring or to support the accomplishment of missions critical for EUMETSAT, reset the period of payment for the family unit within the meaning of these Rules.

**Staff members not eligible for the expatriation allowance**

- iii) In compliance with paragraph 5, for staff members who are not eligible for the expatriation allowance, the basic amount shall be paid monthly, for a period of up to five consecutive years following the taking up of duty of the staff member or the time of the establishment of his family unit.

**Staff members eligible for the expatriation allowance and who take up duty from within the same geographical zone of the duty station**

- iv) In compliance with paragraph 5, for staff members who are eligible for the expatriation allowance and who take up duty from within the same geographical zone of the duty station, the basic amount and the additional amount shall be paid monthly and reduced after five years by one fifth per year to reach zero the tenth year of a consecutive period following the staff member's taking up of duty or the moment when the family unit is established at the duty station.

**Staff members eligible for the expatriation allowance and who take up duty from outside the geographical zone of the duty station**

- v) In compliance with paragraph 5, for staff members who are eligible for the expatriation allowance and who take up duty from outside of the geographical zone of the duty station, the basic amount and the additional amount shall be paid monthly for the duration of the staff member's employment. However, if the staff member has the nationality of one of the countries of the geographical zone of the duty station, the payment of the basic amount and its additional amount shall be made in accordance with paragraph 8 iv).

**9 Non-double payment**

- i) A staff member receiving the basic family allowance shall be required to report any payments of the same nature or for similar purpose that are received from other sources by the family unit and any change of circumstances related to eligibility. The amounts of any such payments shall be deducted from the benefits paid under paragraph 6.
- ii) Where spouses work for EUMETSAT or for EUMETSAT and another Co-ordinated Organisation, only one basic family allowance shall be paid to the staff member with the highest income provided the eligibility criteria are met.

**ARTICLE 16****DEPENDANTS' ALLOWANCE AND SUPPLEMENT**

*Applicable from 01 Dec 2021 until today*

**A - Definition of dependent child**

- 1** "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:

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

**B - Rules applicable to Staff taking up duty before 1 January 2017 and re-engaged (within the meaning of Article 5 of the Staff Rules) without a break in service.****I. Dependent child allowance**

- 2** The allowance shall be granted:
- i) automatically for dependent children under eighteen years of age;
  - ii) on application by a staff member with supporting evidence, for dependent children between eighteen and twenty six who are receiving educational or vocational training.
- 3** Payment of the allowance in respect of a dependent child prevented by serious illness or invalidity from earning a livelihood shall continue throughout the period of that illness or invalidity, irrespective of age.
- 4** The amount of the allowance shall be as defined in Annex I.
- 5** A staff member serving at 31 December 2016 shall be entitled to the dependent child allowance, as defined in paragraphs 2 to 3, for dependent children born up to and including 31 December 2031. The applicable age limit for dependent children born after 31 December 2031 shall be the age limit set out in paragraph 15 of this Article 16.

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

- 6** Any staff member 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-B-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 paragraph 9 above, shall be at the rate of 90 per cent.

**11 Non-cumulation**

- i) Any staff member 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 dependants**

- 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.

**IV. Non-double payment**

- 14** A staff member receiving the dependent child allowance shall be required to report any payments of the same nature or of similar purpose that are received from other sources by the staff member, the staff member's spouse or the child's other parent and any change of circumstances related to eligibility. The amount of any such payments shall be deducted from the benefits paid under paragraph 4.

**C - Rules applicable to Staff taking up duty on or after 1 January 2017 and re-engaged (within the meaning of Article 5 of the Staff Rules) without a break in service.****I. Dependent child supplement****15 Eligibility criteria**

- i) The dependent child supplement shall be granted to staff members for each dependent child, within the meaning of paragraph 1, under 18 years of age.
- ii) The supplement shall also be granted for each dependent child aged 18 to 22 years receiving a full-time education. Payment of the supplement shall be maintained until the end of the academic year during which the dependent child reaches the age of 22 years.
- iii) If the dependent child has performed compulsory military or civil service under the legislation of his or her country of nationality, eligibility for the supplement shall be extended beyond the child's 22nd birthday, for a period not to exceed the duration of that compulsory military or civil service. Payment of the supplement shall be suspended for the duration of the military or civil service.
- iv) The supplement shall continue to be granted without any age limit if the dependent child fulfils the criteria related to the eligibility for the supplement for disabled or severely disabled child as defined in paragraphs 19 to 25.

**16 Amount of the supplement**

- i) The dependent child supplement shall be a monthly basic amount defined in Annex I.
- ii) Only one dependent child supplement shall be granted for each child recognised as a dependent under the conditions set out in the present Rules.
- iii) One additional dependent child supplement shall be granted to a single-parent family independent of the number of dependent children.
- iv) The amount of the dependent child supplement shall be used as a multiplier for computing reimbursement ceilings for the education allowance.

**17 Dependent child in the custody of staff members employed by EUMETSAT or by EUMETSAT and another Coordinated Organisation**

- i) In case of shared or alternate custody, the payment of the dependent child supplement shall be shared equally between the two staff members employed by EUMETSAT or by EUMETSAT and another Co-ordinated Organisation who are the dependent child's parents. However, the parents may decide by mutual agreement which of them will receive the dependent child supplement.
- ii) Where spouses work for EUMETSAT or for EUMETSAT and another Co-ordinated Organisation, only one staff member shall receive the dependent child supplement.

**18 Non-double payment**

A staff member receiving the dependent child supplement shall be required to report any payments of the same nature or of similar purpose that are received from other sources by the staff member, the staff member's spouse or the child's other parent and any change of circumstances related to eligibility. The amounts of any such payments shall be deducted from the benefits paid under paragraph 16.

**II. Supplement for disabled or severely disabled child****19 Eligibility criteria**

Any staff member with a dependent child of any age medically certified with a disability and necessitating either special care, supervision, special education or training, not provided free of charge, may claim, in addition to the supplement for dependent child, a supplement for disabled or severely disabled child and reimbursement for education and/or training costs that are related to the disability.

- i) Any staff member with a child with a medically-attested disability and requiring permanent care from a third person – or if the staff member's spouse has given up work to provide the requisite care for the disabled child or has never worked in order to look after the disabled child – shall be eligible for a severely disabled child supplement.
- ii) The child should be considered as dependent on the staff member within the meaning of paragraph 1 at the time the disability is recognised. In exceptional circumstances justifying the request by a staff member to benefit from the supplement for disabled or severely disabled child, the Director-General may decide to derogate from this provision.

**20 Entitlement**

- i) Entitlement to the supplement for disabled or severely disabled child and coverage of costs shall be granted by decision of the Director-General, after assessment of the nature and severity of the disability by the Board set up under paragraph 20 ii).
- ii) The Director-General shall obtain the opinion of the Board created for this purpose, and which includes at least one medical doctor.
- iii) This decision shall establish the duration for which the right will be recognised, and any revision if necessary.

**21 Assessment of the nature and severity of the disability by the Board**

- i) Serious and chronic impairment of physical and/or mental faculties shall constitute the criterion for entitlement to benefits under these Rules.
- ii) Children may be considered disabled by the Board referred to in paragraph 20 if they suffer from:
  - Serious or chronic affection of the central or peripheral nervous system, however caused: encephalopathy, myelopathy or peripheral paralysis;
  - Serious affection of the locomotor system;
  - Serious affection of one or more sensory systems;
  - Chronic and disabling mental illness.
- iii) The above list is not exhaustive. It is provided as an indication and does not constitute the definitive basis for assessing the degree of any disability.

**22 Education and training costs taken into account for reimbursement**

Under these Rules, only those expenses incurred with a view to providing the disabled or severely disabled child with access to an education or training programme designed to meet his or her needs in order to obtain the best possible functional capacity, and which are not otherwise covered by the provisions governing the education allowance, shall be eligible for reimbursement.

**23 Amount of the supplement and rate of reimbursement of education and training expenses**

- i) The supplement for disabled child shall be a monthly basic amount defined in Annex I.
- ii) The supplement for severely disabled child shall be a monthly basic amount equal to double the disabled child supplement.
- iii) Reimbursement of education and training expenses shall amount to 90% of the expenses defined in paragraph 22.

**24 Non-double payment**

- i) Only one supplement for disabled or severely disabled child shall be granted for each disabled or severely disabled child under the conditions set out in paragraphs 19 to 25.
- ii) A staff member receiving the disabled or severely disabled child supplement shall be required to report any payments of the same nature or of similar purpose that are received from other sources by the staff member, the staff member's spouse or the child's other parent and any change of circumstances related to eligibility. The amounts of any such payments shall be deducted from the benefits paid under paragraph 23.
- iii) The amount of expenses covered with respect to reimbursing education and training costs, as defined under paragraph 22, is the amount that is remaining after the deduction of any payments that have been received from any other sources and for the same purpose.

**25 Child in the custody of staff members employed by EUMETSAT or by EUMETSAT and another Co-ordinated Organisation**

- i) In case of shared or alternate custody, the payment of the supplement for disabled or severely disabled child shall be shared equally between the staff members employed by EUMETSAT or by EUMETSAT and another Co-ordinated Organisation who are the child's parents. However, the parents may decide by mutual agreement which of them will receive the supplement for disabled or severely disabled child.
- ii) Where spouses work for EUMETSAT or EUMETSAT and another Co-ordinated Organisation, only one disabled or severely disabled child supplement per child shall be paid.

**III. Supplement for disabled and dependent parent****26 Eligibility criteria**

- i) Any staff member who can prove that he provides main and continuing support to his disabled and dependent father and/or mother, as defined in paragraph 26 ii), shall be eligible to only one supplement for disabled and dependent parent.
- ii) A staff member's father or mother, aged over 60, who has an overall income (gross income less compulsory social and/or pension contributions) lower than 50% of the basic monthly salary of the scale of the parent's country of residence for grade C1, step 1 and is medically certified with a disability, shall be considered to be a disabled and dependent parent.

**27 Entitlement**

- i) Entitlement to the supplement for disabled and dependent parent shall be granted by decision of the Director-General, after assessment of the nature and severity of the disability by the Board set up under paragraph 27 ii).
- ii) The Director-General shall obtain the opinion of the Board created for this purpose, and which includes at least one medical doctor.
- iii) This decision shall establish the duration for which the right will be recognised, and any revision if necessary.

**28 Amount of the supplement**

The supplement for disabled and dependent parent shall be a monthly basic amount defined in Annex I.

**29 Non-double payment**

A staff member receiving the supplement for disabled and dependent parent shall be required to report any payments of the same nature or for similar purpose that are received from other sources by the staff member, the staff member's spouse or parent and any change of circumstances related to eligibility. The amounts of any such payments shall be deducted from the benefits paid under paragraph 28.

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**ARTICLE 17****EDUCATION ALLOWANCE**

*Applicable from 02 Jul 2021 until today*

**I – Conditions of Entitlement**

- 1** Staff members entitled to the expatriation allowance with dependent children, as defined according to the Staff Rules and regularly frequenting an educational establishment on a full-time basis,<sup>1</sup> may apply for the education allowance.
- 2** Staff members not entitled to the expatriation allowance with dependent children may exceptionally apply for the education allowance in the following situations:
  - a) staff members who are i) former EUMETSAT consultants/contracted support directly before being appointed as staff, (ii) not nationals of the duty country, (iii) who have been continuously resident in the duty country for less than one year, and (iv) who are not entitled to the expatriation allowance solely because they lived within a radius of 100 km of the duty station;
  - b) 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 staff member's duty station or actual and habitual residence, or;
  - c) 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. In such a case, entitlement to the education allowance may not exceed the duration of the educational cycle.
- 3** The Council may decide whether to exceptionally grant the education allowance to other staff members not entitled to the expatriation allowance and who are not nationals of the duty country.
- 4** 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 cease at the end of the month in which the dependent child supplement or allowance ceases to be paid.
- 5** If the child has to perform compulsory military or civil service under the legislation of his or her country of nationality, eligibility for the education allowance shall be extended beyond the limit laid down in paragraph 4, for a period not to exceed the duration of that compulsory military or civil service. Payment of the allowance shall be suspended for the duration of the military or civil service.
- 6** Unless otherwise stated, production of bills, paid invoices or receipts will be required for the reimbursement of educational costs mentioned in paragraph 7 below, except if such items are included in a possible lump sum payment as defined in paragraph 9 and the Appendix.

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<sup>1</sup> Online education may be covered by the present rules provided it is compliant with the criteria laid down by instructions.

## **II. Expenditure for Educational Purposes**

**7** 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 or supplement shall be taken into account;
- f) expenditure on lodging, half-board, or board and lodging, is paid against bills, paid invoices or receipts up to the limit of 2 times the annual dependent child allowance or supplement 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 or supplement shall be taken into account;
- g) purchase of school books and school uniforms on the basis of a lump sum equal to 5% of the annual dependent child allowance or supplement, whichever is applicable. For staff members receiving the education allowance on 1 September 2018, costs exceeding the lump sum may be reimbursed until their children have finished the educational cycle (primary, secondary, post-secondary) they were attending on that date. Reimbursement is conditional on the submission of bills, paid invoices or receipts, and sufficient proof that the additional expenditure was unavoidable.
- h) staff members entitled to the education allowance are entitled to the reimbursement of the cost of two round travels between the place of education and the duty station per school/academic year and for each child giving right to education allowance. Reimbursements shall be made in accordance with Article 23 of the Staff Rules.



### **III. Amount of Reimbursement**

- 8** Reimbursement of educational costs mentioned in paragraph 7 a) to g) 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 or supplement;
  - 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 or supplement 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 or supplement provided that:
    - i) educational expenditure as defined in paragraphs 7 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 or supplement provided that:
    - i) educational costs as defined in paragraphs 7 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 7 a) and b) for the post-secondary cycle; and,
    - iii) costs are incurred for imperative educational reasons.
- 9** For the application of paragraph 8, the Council may authorise the Director-General to reimburse educational costs referring to paragraphs 7 e) to h) on a lump sum basis in accordance with the Appendix below.
- 10** No reimbursement of educational costs will be made unless admissible costs listed in paragraph 7 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.
- 11** For the expenses relating to lodging, half-board or board and lodging, the corresponding amounts are not payable if the child lives at the staff member's or the other parent's home during the school or academic year. This should also be the case if the accommodation of the child is located in the local commuting area of the staff member or of the other parent.
- 12** Where the appointment of a staff member begins or finishes during the course of the school or academic year, the education allowance shall be payable *pro rata temporis*, on the basis of 1/12<sup>th</sup> for each full month of education as from the date on which the staff member took up duty or up to the termination of appointment.
- 13** 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 7 above.

#### **IV. Payment of the Reimbursement**

- 14 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 6 above.
- 15 The Director-General shall decide on the modalities of the reimbursement of the educational expenditures mentioned under paragraph 7 above.
- 16 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.
- 17 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 8 above.

Exceptionally, and at the written request of the staff member, the payment schedule may be varied where paragraph 8 above applies to school fees that 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.

- 18 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.
- 19 Where spouses employed by EUMETSAT or by another international organisation are both entitled to the education allowance, the education allowance shall be payable only to the person whose basic salary is the highest.

#### **V. Three-year review**

- 20 An assessment of school costs shall take place every three years. It shall be based on the evolution of tuition fees of a representative sample of fee-paying schools to be established in each country of education prior to the entry into force of these rules.
- 21 In case of a gap of at least 9 per cent between the evolution of the ceilings foreseen under paragraph 8 and the evolution of the tuition fees as recorded in more than one third of the price samples of the schools in a given country, an adjustment by a multiplying factor at the level of the observed total evolution in tuition fees shall apply for the calculation of the ceiling in that country. In such a case, the follow-up of the tuition fees shall be made again as from the date when data were collected for the three-year review. If the difference is below 9 per cent at a given three-year review, the follow-up of the tuition fees shall be pursued until the next three-year review and shall take into account the periods that have not resulted in an adjustment.

**VI. Implementation**

- 22** For the purpose of implementing the present rules, the Council may renew any measure previously approved in the area of the education allowance and take account of exceptional circumstances.
- 23** Notwithstanding the specific competencies conferred in the provisions above on the Council, the Director-General shall establish instructions for implementation of these rules.

**VII. Transitional Measures**

- 24** Children of staff members who will no longer be entitled to the education allowance, or parts of it, 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.

**VIII. Entry into Force**

- 25** The terms of application of the education allowance shall come into force at the beginning of the school year 2021/2022.

**Appendix to Article 17**

- 1** Pursuant to paragraph 9, the Council may in addition authorise the Director-General to elect a lump sum based calculation for one or several items of expenditure listed in paragraph 7, sub-paragraphs e), f), g) and h) of the present Article.
- 2** In this case, the Council shall decide within the ceilings foreseen in paragraph 8, the rate of reimbursement and the lump sum applied. Thus where the Director-General considers that the administration of the education allowance shall 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 the Council.

**ARTICLE 18****EXPATRIATION ALLOWANCE**

*Applicable from 27 Jun 2017 until today*

**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.

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**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 a staff member 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 allowanceThe allowance shall be calculated on the first step in grade of recruitment or promotion irrespective of any increase in the staff member'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 a staff member 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) Staff members 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

*Applicable from 29 Jun 2016 until today*

#### 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 Increase 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 additional amount 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**

*Applicable from 27 Jun 2017 until today*

- 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 be granted to staff members who meet the conditions of Articles 15.2 and 15.3, irrespective of the date on which they took up duty and their actual entitlement to 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, married staff members entitled to the household allowance with no dependants and married staff member entitled to the basic family allowance, 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, basic family and language allowances as well as any additional dependent child supplement under Article 16.16(iii), and with the deduction of contributions to the Pension Scheme and social security system.

**ARTICLE 21****LANGUAGE ALLOWANCE**

*Applicable from 05 Dec 2001 until today*

- 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**

*Applicable from 22 Aug 1986 until today*

- 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

*Applicable from 29 Jun 2016 until today*

- 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 meets the conditions of Articles 15.2 and 15.3, irrespective of the date on which they took up duty and their actual entitlement to receive 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 or supplement.

**ARTICLE 24****ADVANCES AND FINANCIAL ASSISTANCE**

*Applicable from 22 Aug 1986 until today*

- 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**

*Applicable from 01 Jul 2022 until today*

- 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 MEMBER MEETING THE CONDITIONS OF ARTICLES 15.2 AND 15.3, IRRESPECTIVE OF THE DATE ON WHICH HE TOOK UP DUTY AND HIS ACTUAL ENTITLEMENT TO RECEIVE THE 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.

- 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 requirement shall be waived in cases where the Organisation has delegated the management of removals to a contractor. Reimbursement will be made only within the approved estimate or within the ceiling agreed with the contractor, as applicable. Expenses incurred for the removal of private motor vehicles, boats, trailers and animals shall not be reimbursed.
- 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**

*Applicable from 22 Aug 1986 until today*

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**

*Applicable from 22 Aug 1986 until today*

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**

*Applicable from 01 Jan 2003 until today*

- 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**

*Applicable from 27 Jun 2017 until today*

- 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.
- 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**

*Applicable from 04 Jul 2006 until today*

- 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**

*Applicable from 22 Aug 1986 until today*

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

## **CHAPTER VI**

### **LEAVE**

#### **ARTICLE 32**

##### **ANNUAL LEAVE**

*Applicable from 27 Jun 2017 until today*

- 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 from EUMETSAT at the date on which his contract terminates for each day of leave accumulated. If the staff member's contract terminates during parental leave, special leave with part or no pay, unauthorised absence or during temporary incapacity status without part-time work, he shall be entitled to a corresponding payment of one-thirtieth of the monthly emoluments he would have received from EUMETSAT at the date on which his contract terminates had he not been on such leave, absence or status.

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

For the purposes of this paragraph, monthly emoluments shall not include the education allowance.

- 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 parental leave, leave without pay, unauthorised absence or on temporary incapacity status, with the exception of those staff members working part-time in accordance with Article 34.8.
- 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**

*Applicable from 29 Jun 2016 until today*

- 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 meets the conditions of Articles 15.2 and 15.3, irrespective of the date on which they took up duty and their actual entitlement to receive the household allowance.
- 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 upbringing 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 AND TEMPORARY INCAPACITY**

*Applicable from 30 Jun 2020 until today*

#### **I. 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. A staff member must spend periods of absence by reason of sickness or accident at his habitual residence established in accordance with Article 2.6 of these Rules, unless previously authorised otherwise. 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.

#### **II. Temporary Incapacity**

- 5** If, on the expiry of the maximum period of sick leave as defined in paragraph 4 above, the staff member is still unable to perform his duties due to sickness, he will enter into the status of temporary incapacity for a maximum period of twenty seven months.
- 6** During the first three months of his status of temporary incapacity, the staff member shall be entitled to his basic salary, during the following twelve months to 80 % of his basic salary, and during the last twelve months to 60 % of his basic salary or to 120% of the basic salary appropriate to grade C1, step 1, whichever is the greater. The staff member's entitlement to allowances and/or supplements shall be maintained throughout his status of temporary

incapacity. However, any household allowance, expatriation allowance, rent allowance and language allowance shall be calculated on the basis of the basic salary received. Any basic family allowance and additional dependent child supplement under Article 16.16(iii) shall be calculated on a pro-rata basis. Any dependants' allowance or dependants' supplement (except for the additional dependent child supplement under Article 16.16(iii)) and any education allowance shall remain payable in full.

- 7 A staff member who enters the status of temporary incapacity as a result of an accident that arose in the course of the performance of his duties or an occupational disease or a serious illness shall be entitled to his full remuneration throughout his status of temporary incapacity. Serious illness is a physical or mental illness that is of a particular severity or duration. A list of serious illnesses is established in the Staff Instructions.
- 8 In the event that the staff member is deemed fit to work part-time, the Director-General may request or authorise the staff member to work part-time while the staff member holds the status of temporary incapacity. In this case, Annex VII applies with the exception of Annex VII paragraph 2 and Annex VII paragraph 9 sentences 2 to 4. During this period, the staff member shall receive the remuneration as stated in paragraphs 6 and 7 above and additionally, with respect to his part-time work, his remuneration in accordance with Annex VII paragraphs 4 and 5. In any case, a staff member shall not receive more than the remuneration corresponding to his grade and step.
- 9 During full-time temporary incapacity, a staff member shall cease to be entitled to advancement, annual leave and home leave.
- 10 After a staff member has been on nine months of full-time temporary incapacity status, the Director-General may decide that the staff member's post falls vacant. In this case, when the staff member is deemed fit to resume his duties, he shall be reinstated in a vacant post carrying a grade not lower than that of the post he held immediately prior to the period of temporary incapacity. If no post corresponding to the staff member's grade is available, the staff member shall be reinstated in a post carrying a lower grade, subject to his consent. The staff member shall keep his previous grade and step upon reinstatement. Should reinstatement prove impossible because there is no vacant post that corresponds to the staff member's experience and qualifications, and should the staff member not agree to reinstatement in a post carrying a lower grade, the Director-General may terminate the contract.
- 11 The entitlements under paragraphs 6 and 7 above shall end:
  - (a) on the date on which the staff member is deemed fit to resume his duties, without prejudice to paragraph 8 above; or
  - (b) on expiry of the maximum period of temporary incapacity; or
  - (c) on the date as from which the staff member is assessed as suffering from permanent invalidity under Annex VI; or
  - (d) on separation from EUMETSAT,whichever of these events occurs first.

**ARTICLE 35****SPECIAL, MATERNITY, PATERNITY, PARENTAL AND ADOPTION LEAVE**

*Applicable from 27 Jun 2017 until today*

- 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:

<b>For important family reasons:</b>	
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
<b>For personal reasons:</b>	
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 system and Pension Scheme 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**

*Applicable from 01 Dec 2021 until today*

- 1** Failure by staff members to comply with their obligations under these Staff Rules or under the Instructions and Policies adopted by the Director-General in application thereof, whether intentional or through negligence on their part, may constitute an act of misconduct liable to disciplinary action, noting that finance officers are liable in the cases mentioned in Article 24 of the Financial Rules.
- 2** Disciplinary measures may be taken by the Director-General against a staff member guilty of misconduct. The Director-General and the Head of Financial Control and Internal Audit are subject to the authority of the Council as regards disciplinary measures.
- 3** A disciplinary measure must be proportionate to the gravity of the misconduct sanctioned. To determine the gravity of misconduct, account shall be taken in particular of:
  - a) the nature of the misconduct and the circumstances in which it occurred;
  - b) the harm caused or that could have been caused to EUMETSAT, its staff or any third party;
  - c) the motives for the misconduct;
  - d) whether the misconduct involves acts or conduct repeated over time;
  - e) whether the misconduct was committed through a deliberate act or through negligence;
  - f) the level of responsibility and record of service within the Organisation of the staff member concerned.
- 4** Disciplinary measures include:
  - a) oral warning;
  - b) written censure;
  - c) deduction from basic salary in the case of misconduct causing loss to EUMETSAT or damage to its property;
  - d) suspension from duties, in principle without pay;
  - f) reassignment of duties and responsibilities, including through transfer to a post carrying the same or a lower grade;
  - g) dismissal.
- 5** When a proposal is made that a disciplinary measure other than an oral warning or a written censure 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 four weeks.
- 6** When a proposal is made that a disciplinary measure other than an oral warning or a written censure be taken against a staff member, the case shall be referred to the Disciplinary Board for advisory opinion to the Director-General. The composition and functioning of the Disciplinary Board shall be laid down in Staff Instructions.

- 7** If the Director-General considers that allegations against a staff member are prima facie well founded and that the staff member's continuance in office would prejudice EUMETSAT, the staff member concerned may be immediately suspended from his duties pending inquiry or until completion of the disciplinary procedure, with full pay, at the discretion of the Director-General.
- 8** 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 person. The staff member shall be entitled to be assisted and accompanied throughout the disciplinary procedure by a staff member of his choice.
- 9** The Director-General shall decide without undue delay whether to take a disciplinary measure against a staff member and in any case no later than six weeks after receiving a proposal to that end or, if applicable, an advisory opinion of the Disciplinary Board. Within that period of time the Director-General shall meet with the staff member concerned, unless such meeting is not required or the staff member declines the opportunity.
- 10** A disciplinary measure shall be notified to the staff member in writing with the reasons therefore and shall be signed by the Director-General.
- 11** Disciplinary measures except for dismissal shall be systematically deleted from the personal administrative file after five years, and after three years for oral warnings and written censures.

**CHAPTER VIII****DISPUTES****ARTICLE 37****COMPLAINTS PROCEDURES**

*Applicable from 01 Jul 2022 until today*

- 1 A staff member who has a direct and individual interest in so doing may submit to the Director-General a complaint against an administrative act adversely affecting him/her.
- 2 The complaint must be made in writing and lodged via the Director of Administration within one month 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 circumstances. 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 one month 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 apply 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 subject of the complaint; 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 subject of the complaint.
- 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**

*Applicable from 01 Jul 2022 until today*

- 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. It shall not have jurisdiction over disputes arising in relation to the alleged unauthorised processing, accidental loss, destruction or damage of personal data, for which the Personal Data Protection Supervisory Authority has been established as a separate and independent review mechanism.
- 3 The Appeals Board shall only admit appeals provided that the Claimant exhausted in due time the complaints procedure set out in Article 37 of the Staff Rules beforehand.
- 4 The Appeals Board shall be composed of a Chairperson and two further Members. They may be replaced by Deputies. All Members and Deputies 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.
- 6 If any one of the Members at any time resigns or becomes unable or unfit to continue to serve, the Chairperson of the Council may make a new appointment for the unexpired term, in consultation with the other Members of the Appeals Board. In case of resignation of a Member, he or she may be requested to continue in office until his/her successor has taken up duty.
- 7 No meeting of the Appeals Board is in order unless the three Members referred to in this Article, or their Deputies, are present.
- 8 The Members of the Board shall be fully independent in the exercise of their duties.
- 9 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.
- 10 The Appeals Board shall be assisted in matters of administration and communication by a Secretary, who may be replaced by a Deputy. The Secretary of the Board and his/her Deputy shall be appointed by the Director-General in agreement with the Chairperson of the Appeals Board and shall be a staff members of EUMETSAT.
- 11 In the exercise of their duties, the Secretary and his/her Deputy shall be subject only to the authority of the Board and shall preserve the confidentiality of the Board's proceedings.
- 12 The conditions under which appeals may be made and the procedure are laid down in Annex VIII of these Rules.

**CHAPTER IX**  
**STAFF ASSOCIATION**

**ARTICLE 39**  
**STAFF ASSOCIATION**

*Applicable from 05 Dec 2001 until today*

- 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**

*Applicable from 27 Jun 2017 until today*

Unless expressly decided otherwise by the Council, these Rules, including any amendments thereto, enter into force on the date on which they are adopted by the Council.