



STAFF RULES
100-Series

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Rule 100.01
Applicability

Staff rules 101.01 through 113.04 are applicable to all staff members appointed by the Director-General except technical co-operation project personnel and staff members specifically engaged for conferences and other short-term service, who are in each case governed by a separate series of the Staff Rules.

Chapter I - Duties, Obligations and Privileges

Rule 101.01

Outside Activities and Interests

(a) Staff members shall not engage in any continuous or recurring outside occupation or employment without prior approval of the Director-General. Staff members shall not engage in any outside activity that is incompatible with the proper discharge of their duties with the Organization, is incompatible with their employment status with UNIDO, or conflicts with the interests of the Organization or with their status as international civil servants. In case of doubt, staff should seek clarification from the office charged with that responsibility.

(b) No staff member may be actively associated, directly or indirectly, with the management of any business or other concern, nor may he or she hold a financial or other personal interest in such a concern, if there is a possibility that the staff member or the concern will benefit from such association or interest by reason of his or her official position with the Organization.

(c) A staff member who has occasion to deal in his or her official capacity with any matter involving a business or other concern in which he or she holds a financial or other personal interest shall disclose the nature and scope of that interest to the Director-General, and, except as otherwise authorized by the Director-General, either dispose of that interest or formally excuse himself or herself from participating or being involved in such a matter.

(d) Staff members may be required, in the interests of the Organization, to periodically disclose to the Director-General the nature and scope of financial and other personal interests and assets in respect of themselves, their spouses and dependants, under the procedures established by the Director-General. Such disclosures are privileged and confidential documents and shall be subject only to such access and use as may be authorized by the Director-General.

Rule 101.02

Communication of Information

Except in the normal course of official duties, staff members shall be required to seek prior approval of the Director-General for performance of any one of the following acts, if such act relates to the purpose, activities or interests of the Organization:

- (i) Issue statements to the press, radio or other media of public information;
- (ii) Accept speaking engagements;
- (iii) Take part in film, theatre, radio or television productions; or
- (iv) Submit articles, books or other material for publication.

Rule 101.03
Acceptance of Honour or Gift from External Sources

A staff member who is offered any honour or decoration by a Government or any honour, favour, gift or remuneration of a substantial value by any other public or private source external to the Organization shall report this fact to the Director-General who, on the basis of staff regulation 1.5, will decide in each case whether the offer may be accepted.

Rule 101.04
Membership in Political Parties and Political Activities

(a) Membership in a political party is permitted provided that such membership does not entail action or obligation to action contrary to staff regulation 1.6. The payment of normal financial contributions shall not be construed as an activity contrary to staff regulation 1.6.

(b) In case of doubt as to the interpretation or application of staff regulation 1.6 and the present rule, the staff member concerned shall request a ruling from the Director-General.

Rule 101.05
Proprietary Rights

All rights, including title, copyright and patent rights, in any work performed by a staff member as part of his or her official duties shall be vested in the Organization.

Rule 101.06
Financial Responsibility

Staff members may be required to reimburse the Organization either partially or in full for any financial loss suffered by the Organization as a result of their negligence or of their failure to observe any regulation, rule or administrative instruction, as determined by the Director-General.

Chapter II - Classification of Posts

Rule 102.01 Job Classification

(a) Pursuant to staff regulation 2, the Director-General shall establish uniform standards and procedures for the classification of posts at each category with a view to ensuring consistency between the actual duties and responsibilities of a post and its grade, guaranteeing equity in the grading of similar duties and responsibilities performed by various staff members and assuring clear definition of post titles and levels for budgetary and personnel purposes.

(b) For each post the classification shall be based on an official post description, setting out the functional title, organizational setting, duties and responsibilities attached to the post and qualification requirements of the post.

Rule 102.02 Requests for Reclassification

(a) A staff member may request a review of the classified grade of his or her post (reclassification) on the following grounds:

- (i) A significant change in the level of functions and responsibilities that is not of a temporary nature and that is certified by a revised official post description; or
- (ii) An error or omission in the representation of substantive duties in the official post description.

(b) Such a request for reclassification shall be addressed to the Deputy Director-General for Administration, who may decide to accede to the request or to maintain the current classification. If the request is denied, the staff member may apply for a review of the classification to the appropriate classification appeals committee established by the Director-General. Provisions governing the composition of the classification appeals committees are set out in appendix L to the Staff Rules.

Chapter III - Appointment of Staff

Rule 103.01 Letters of Appointment

- (a) Upon appointment, each staff member shall receive a letter of appointment in the format set out in the annex to the Staff Rules.
- (b) All contractual entitlements of staff members are strictly limited to those contained expressly or by reference in their letters of appointment.

Rule 103.02 Effective Date of Appointment

- (a) The appointment of every locally recruited staff member shall take effect from the date on which the staff member starts to perform his or her duties.
- (b) The appointment of every internationally recruited staff member shall take effect from the date on which the staff member enters into official travel status to assume his or her duties or, if no official travel is involved, from the date on which the staff member starts to perform his or her duties.

Rule 103.03 Re-Employment

- (a) A former staff member who is re-employed shall be given a new appointment or, if he or she is re-employed within 12 months of being separated from service or within any longer period following retirement on disability under the Regulations and Rules of the United Nations Joint Staff Pension Fund, he or she may be reinstated in accordance with the provisions of paragraph (b) below. If the former staff member is reinstated, it shall be so stipulated in his or her letter of appointment. If the former staff member is given a new appointment, its terms shall be fully applicable without regard to any period of former service. However, such former service shall be counted for the purpose of determining seniority in grade.
- (b) On reinstatement, the staff member's services shall be considered as having been continuous, and the staff member shall return to the Organization any monies he or she received on account of separation, including termination indemnity under rule 110.07, repatriation grant under rule 110.11 and payment for accrued annual leave under rule 110.08. The interval between separation and reinstatement shall be charged, to the extent possible and necessary, to annual leave, with any further period charged to special leave without pay. The staff member's sick leave credit under rule 108.03 at the time of separation shall be re-established. The staff member's participation, if any, in the United Nations Joint Staff Pension Fund shall be governed by the Regulations and Rules of that Fund.

Rule 103.04

Notification by Staff Members and Obligation to Supply Information

- (a) On appointment, staff members shall be responsible for supplying the Director-General with any information that may be required for determining their status under the Staff Regulations and Staff Rules or for completing administrative arrangements in connection with their appointments.
- (b) Staff members shall be responsible also for notifying the Director-General, promptly and in writing, of any subsequent changes affecting their status under the Staff Regulations and Staff Rules.
- (c) A staff member who intends to acquire permanent residence status in any country other than that of his or her nationality or who intends to change his or her nationality shall notify the Director-General of that intention before he or she initiates formal steps to that end.
- (d) A staff member who is arrested and charged with an offence other than a minor traffic violation or summoned before a court of law as a defendant in a criminal proceeding or convicted and fined or imprisoned for any offence other than a minor traffic violation shall immediately report the fact to the Director-General.
- (e) A staff member may, at any time, be required by the Director-General to supply information relevant to his or her suitability for service as a staff member.

Rule 103.05

Geographical Distribution

Recruitment on a wide and equitable geographical basis, in accordance with the requirements of staff regulation 3.2, shall not apply to posts in the Professional category that require special linguistic skills or to posts in the General Service or related categories.

Rule 103.06

Local Recruitment

- (a) The conditions under which staff members in the General Service and related categories shall be regarded as local recruits for the purposes of these rules are set forth in appendix B to the Staff Rules.
- (b) A staff member regarded as having been locally recruited shall not be eligible for the allowances or benefits indicated under staff rule 103.07.

Rule 103.07
International Recruitment

(a) Staff members other than those regarded under staff rule 103.06 as having been locally recruited shall be considered as having been internationally recruited. The allowances and benefits in general available to internationally recruited staff members include payment of travel expenses upon initial appointment and on separation from service for themselves, their spouses and dependent children, removal of household effects, home leave, education grant, repatriation grant and non-resident's allowance (in the case of eligible General Service staff).

(b) A staff member who has acquired permanent resident status in any country other than that of his or her nationality may lose entitlement to non-resident's allowance, home leave, education grant, repatriation grant and payment of travel expenses upon separation from service for the staff member and his or her spouse and dependent children and removal of household effects, based upon place of home leave, if the Director-General considers that the continuation of such entitlement would be contrary to the purposes for which the allowance or benefit was created.

Rule 103.08
Nationality

(a) In the application of the Staff Regulations and Staff Rules, the Organization shall not recognize more than one nationality for each staff member.

(b) When a staff member has been legally accorded nationality status by more than one State, the staff member's nationality for the purposes of the Staff Regulations and Staff Rules shall be the nationality of the State with which the staff member is, in the opinion of the Director-General, most closely associated.

Rule 103.09
Family Relationships

(a) Except where another person equally well qualified cannot be recruited, appointment shall not be granted to a person who bears any of the following relationships to a staff member: father, mother, son, daughter, brother or sister.

(b) The husband or wife of a staff member may be appointed provided that he or she is fully qualified for the post under consideration and that he or she is not given any preference by virtue of the relationship to the staff member.

(c) A staff member who bears to another staff member any of the relationships specified in paragraphs (a) and (b) above:

(i) Shall not be assigned to serve in a post that is superior or subordinate in the line of authority to the staff member to whom he or she is related; and

- (ii) Shall disqualify himself or herself from participating in the process of reaching or reviewing an administrative decision affecting the status or entitlement of the staff member to whom he or she is related.
- (d) The marriage of one staff member to another shall not affect the contractual status of either spouse, but their entitlements and other benefits shall be modified as provided in the relevant staff regulations and rules. The same modifications shall apply in the case of a staff member whose spouse is a staff member of another organization participating in the United Nations common system. Where both husband and wife are staff members and maintain separate households because they are assigned to different duty stations, the Director-General may decide to maintain such separate entitlements and benefits, provided that this is not inconsistent with the purposes for which the entitlement or benefit was created under the Staff Regulations and Staff Rules.

Rule 103.10 **Fixed-Term Appointments**

- (a) On initial recruitment, staff members shall be granted a fixed-term appointment normally for a period of three years, with the first 12 months being a probationary period referred to in paragraph (e).
- (b) On initial recruitment a fixed-term appointment for a period of less than three years may be granted if the interests of the Organization so require, as determined by the Director General upon recommendation of the Human Resource Management Branch.
- (c) In the interest of the programme activities of the Organization, and subject to the achievement of satisfactory service as defined in Staff Rule 104.08 as well as budgetary coverage, the fixed-term appointment shall normally be extended for a period of three years. When one or both of the overall performance ratings are less than satisfactory, as defined in Appendix M to the Staff Rules, the fixed-term appointment shall be extended to cover a performance improvement period for a minimum of six months up to a maximum of 12 months. Where a fixed-term appointment is due to expire within a performance improvement period, the appointment shall be extended to cover the performance improvement period plus one month. If both overall performance ratings do not reach a satisfactory level at the end of the performance improvement period, the fixed-term appointment shall normally be allowed to expire or be terminated prior to its expiration date in accordance with Staff Regulation 10.3 (c). Extensions of fixed-term appointments exceeding the normal three-year period up to a maximum of five years may exceptionally be granted under conditions established by the Director General. For staff appointed under the Young Professionals Programme the three-year period is the maximum duration of employment under this programme.
- (d) The appointment of officers at the D-2 level and the extension of their appointments shall be for a period of up to two years at a time and shall not normally exceed the term of office of the Director General by more than six months.

Probationary period

(e) The probationary period of all fixed-term appointments shall be of a total duration of 12 months. For fixed-term appointments with a duration under three years as provided for in paragraph (b) above, the 12-month probationary period can be accrued over two consecutive appointments. At the end of the period of probationary service, the results of the staff member's performance reflected in the overall rating for the compact and overall rating for the demonstration of core values, core competencies and managerial competencies as applicable, shall determine the staff member's suitability for continued service under the fixed-term appointment and whether (i) the appointment be confirmed, (ii) the probationary period be extended to cover a performance improvement period of maximum six months, or (iii) the appointment be terminated in accordance with Staff Regulation 10.3(d).

Rule 103.11 Permanent Appointments

(a) A permanent appointment may be granted, under such terms and conditions as the Director-General may prescribe, to staff members who have completed five years or more of continuous service under one or more fixed-term appointments and who, by their qualifications, performance and conduct, have fully demonstrated their suitability as international civil servants and have shown that they meet the highest standards of efficiency, competence and integrity as established in the UNIDO Constitution.

(b) Permanent appointments granted after the entry into effect of the present rules shall be subject to review every five years for the purpose of determining whether the staff member concerned has maintained the highest standards of efficiency, competence and integrity as established in the UNIDO Constitution. Permanent appointments granted prior to the entry into effect of the present rules shall be subject to review in accordance with the staff rules applicable at the time such appointments were granted.

(c) (i) Proposals for the granting of permanent appointments on the grounds that the holder of a fixed-term appointment with five years or more of continuous service has met the requirements of this rule shall be referred to the appropriate appointment and promotion body for examination and recommendation to the Director-General;

(ii) Affirmative recommendations to the effect that the holder of a permanent appointment under a five-year review as provided in paragraph (b) above has maintained the requisite standards of suitability may be made by agreement between the Human Resource Management Branch and the Division or Office concerned. Such agreements shall be reported to the appropriate appointment and promotion body before submission to the Director-General;

(iii) In the absence of an agreed favourable recommendation as provided in (c)(ii) above, the matter shall be referred to the appropriate appointment and promotion body.

Rule 103.12
Appointment and Promotion Board

(a) (i) An Appointment and Promotion Board shall be established by the Director-General to give advice on the appointment and promotion of staff in the Professional and General Service categories, and at the D-2 and D-1 levels, except for staff in the Office of the Director-General, heads of the Bureaux reporting to the Director-General, and entry grades G-1/G-2 in the General Service category and staff in the General Service category serving at field duty stations;

(ii) The Appointment and Promotion Board shall also review permanent appointments and, subject to the provisions of Staff Regulation 4.1, be competent to give advice on the assignment of staff to field duty stations;

(iii) Subject to the criteria of article 11, paragraph 5, of the UNIDO Constitution and to the provisions of Staff Regulation 3.2 and Staff Regulation 4.2, the appointment and promotion bodies shall, in filling vacancies through recruitment, normally give preference, where qualifications are equal, to staff members already in the service of the Organization. This consideration shall also apply on a reciprocal basis to staff in the United Nations family of Organizations.

(b) The Appointment and Promotion Board shall consist of four panels, which should be composed and function as follows:

(i) The D-2 and D-1 Selection Panel:

The Panel shall consist of the Managing Directors, the Chief of Cabinet and any person who the Director-General may appoint. The Chairperson shall be appointed for each session by the Director-General from among the members of the panel. The secretary of the panel shall be the Director, Human Resource Management Branch. The quorum of the panel shall consist of three members, including the Chairperson.

(ii) The Professional Selection Panel

This panel shall consist of one

Chairperson and one alternate Chairperson appointed by the Director-General;

one member and one alternate member from each division, appointed by the Director-General from a list proposed by each Managing Director comprising

at least two designated staff members for each seat of member and alternate member, i.e., at least four nominees;

two members and two alternate members, appointed by the Director-General from a list proposed by the Staff Council comprising at least two designated staff members for each seat of member and alternate member, i.e. at least eight nominees;

the Director, Human Resource Management Branch, or an authorized representative shall serve as a non-voting member of the panel;

the secretary of the panel shall be provided by the Human Resource Management Branch.

(iii) The General Service Selection Panel:

This panel shall consist of

one Chairperson and one alternate Chairperson appointed by the Director-General;

one member and one alternate member from each division, appointed by the Director-General from a list proposed by each Managing Director comprising at least two designated staff members for each seat of member and alternate member, i.e. at least four nominees;

two members and two alternate members, appointed by the Director-General from a list proposed by the Staff Council comprising at least two designated staff members for each seat of member and alternate member, i.e. at least eight nominees;

the Director, Human Resource Management Branch, or an authorized representative shall serve as a non-voting member of the panel;

the secretary of the panel shall be provided by the Human Resource Management Branch.

(iv) The Field Service Selection Panel:

This panel shall consist of

one Chairperson and one alternate Chairperson appointed by the Director-General;

the Managing Director, Strategic Research, Quality Assurance and Advocacy Division (SQA);

the Managing Director, Programme Development and Technical Cooperation Division (PTC);

the Director, Bureau of Regional Programmes, PTC;

one member and one alternate member, appointed by the Director-General from a list proposed by the Staff Council comprising at least two designated staff members for each seat of member and alternate member, i.e. at least four nominees;

the Director, Human Resource Management Branch, or an authorized representative shall serve as a non-voting member of the panel;

the secretary of the panel shall be provided by the Human Resource Management Branch.

(v) The meetings of the panels shall be conducted by electronic means. The Chairperson of a panel or the Human Resource Management Branch may convene ordinary meetings if considered necessary. In the case of the Field Service Selection Panel, ordinary meetings will be convened when more than two cases involving staff members are being reviewed for the same or similar position(s) in the field structure.

(vi) Except for the D-2 and D-1 Selection Panel, the quorum for each panel shall consist of three voting members or alternate members. The recommendations of each panel shall wherever possible be reached without a vote. However, in cases where voting is necessary, the recommendations shall be adopted by a simple majority of the members of the panel considering the case. In case of a tie, the Chairperson shall provide the casting vote.

(vii) The term of office of the panels shall be two years. The members and alternate members can only be reappointed for one term of two years. They shall in any event remain in office until new members and alternate members are appointed.

(viii) For any particular review made by any of the four panels, where an appointment or promotion is contemplated, the panel concerned shall be composed of voting members and alternate members at a grade not below the grade to which the appointment or promotion is contemplated. Members and alternate members of the panels shall normally have at least three years of service in the Organization. Once appointed, members and alternate members shall serve in their personal capacity on the panels and shall discharge their functions with only the interest of the Organization in view.

Rule 103.13
Medical Examination

(a) Staff members may be required from time to time to satisfy the Medical Officer of the Organization, by medical examination, that they are free from any ailment likely to impair the health of others.

(b) Staff members may also be required to undergo such medical examination and receive such inoculations as may be required by the Medical Officer of the Organization before they go on or after they return from mission service.

(c) In exceptional cases, a staff member may be required to satisfy the Medical Officer of the Organization, through medical examination by an independent medical practitioner, that he or she is fit to perform his or her duties.

Chapter IV - Service and Career Development

Rule 104.01 Hours of Work

(a) Normal working hours at Headquarters shall be from 8.30 a.m. to 5.30 p.m., from Monday to Friday, with an interruption of one hour for lunch. Summer working hours commencing on the first Monday in June for a 14-week period shall be from 8 a.m. to 4.30 p.m. Exceptions may be made by the Director-General as the needs of the service may require.

(b) Flexible working hours may be applied for individual organizational units at Headquarters under conditions established by the Director-General.

(c) The Director-General shall set the normal working hours for each duty station away from Headquarters.

(d) A staff member may be requested to work beyond the normal tour of duty whenever the exigencies of the service so require.

Rule 104.02 Official Holidays

The Director-General shall designate ten days in each calendar year to be observed as official holidays and shall notify the staff of these holidays.

Rule 104.03 Change of Official Duty Station

A change of official duty station shall take place when a staff member is assigned from Headquarters to a field duty station for a fixed period exceeding six months or is reassigned to Headquarters for an indefinite period. Detailment of a staff member from his or her official duty station for service with a temporary mission or conference shall not constitute a change of official duty station within the meaning of the present rules.

Rule 104.04 Inter-Organization Exchange and Transfer

(a) The Director-General may exchange and/or transfer a staff member with/to another Organization participating in the United Nations common system, provided that such exchange or transfer in no way diminishes the rights and entitlements of the staff member under his or her letter of appointment with the Organization.

(b) The inter-organization exchange and transfer referred to in paragraph (a) above shall be governed by the terms of the Inter-Agency Mobility Accord.

Rule 104.05
Training

Training programme and facilities provided by the Organization shall be available to staff members who are likely to derive benefits therefrom in enhancing the usefulness of their current or prospective services to the Organization.

Rule 104.06
Reassignments

(a) Consistent with the requirements of the work programmes of the Organization and with due regard to individual circumstances, staff members shall be given adequate opportunities for career development through different assignments within the Organization, including assignments to technical co-operation or other posts away from Headquarters.

(b) Staff members assigned to posts of project personnel shall continue to be governed by rules 100.01 to 113.04, subject to such adjustment as may be provided for in rules 200.01 to 213.03 applicable to project personnel.

Rule 104.07
Service at Designated Duty Stations

Internationally recruited staff members serving at duty stations where conditions of life and work are determined to be very difficult by the International Civil Service Commission shall be accorded special consideration in terms of their entitlement to a mobility incentive under rule 106.13, a hardship allowance and a non-family service allowance under rule 106.14, education grant travel under rule 106.17, home leave under rule 107.03, family visit travel under rule 109.01, and unaccompanied shipments under rule 109.11.

Rule 104.08
Service and Conduct Reports

The service and conduct of a staff member shall be subject of regular appraisals under the Staff Performance Management system (SPM). Satisfactory service for the purposes of the SPM is defined as the achievement of overall performance ratings of “3”, “4” or “5” as described in Appendix M to the Staff Rules. The staff member has the right of rebuttal with respect to one or both final overall ratings in accordance with the provisions set forth in Appendix M to the Staff Rules.

Chapter V - Staff Relations

Rule 105.01 Staff Union

(a) In accordance with the principle of freedom of association, staff members may form and join associations, unions or other groupings.

(b) Staff members may form a Staff Union. The functions of the Staff Union shall be as described in its statute, which shall be adopted by the members of the Union and agreed to by the Director-General.

(c) Members of the Union shall elect the Staff Council as the representative body referred to in staff regulation 5.2. The election of the Staff Council shall be organized by the polling officers, who are selected by the staff, under electoral regulations drawn up by the Council and agreed to by the Director-General, in such a way as to ensure the complete secrecy and fairness of the vote. Each member of the staff may participate in the election of the Staff Council and any member of the staff shall be eligible for election to the Council, subject to any exceptions that may be provided in the electoral regulations.

(d) As the executive organ of the Union, the Council shall be entitled to effective participation in identifying, examining and resolving issues relating to staff welfare, including conditions of employment and work, general conditions of life and other matters of personnel policy. It shall be entitled to make proposals and representations to the Director-General on behalf of the staff on such issues.

(e) General administrative instructions or directives on questions within the scope of paragraph (d) above shall be transmitted in advance, unless emergency situations make this impracticable, to the Staff Council for consideration and comments before being put into effect.

Rule 105.02 Joint Advisory Committee

(a) The joint staff/management machinery provided for in staff regulation 5.3 shall consist of a Joint Advisory Committee composed as follows:

(i) A Chairperson selected by the Director-General from a list proposed by the Staff Council;

(ii) Three members and three alternates representing the Staff Council;

(iii) Three members and three alternates representing the Director-General.

(b) At the invitation of the Committee, other persons may participate in the Committee's discussion of particular problems.

- (c) The Joint Advisory Committee shall establish its own rules of procedure.
- (d) The Director-General shall designate a suitably qualified staff member to act as Secretary to the Joint Advisory Committee and shall arrange for such services as may be necessary for its proper functioning.
- (e) Instructions or directives embodying recommendations made by the Joint Advisory Committee shall be regarded as having satisfied the requirements of rule 105.01(d) and (e).
- (f) Working groups to advise on special problems may be set up by the Joint Advisory Committee as the occasion arises.
- (g) The Joint Advisory Committee may recommend to the Director-General the establishment of joint staff/management advisory bodies on specific areas related to staff welfare.

Chapter VI - Salaries and Related Allowances

Rule 106.01

Salary Scales and Increments

(a) The salary scales and conditions of salary increments for staff members in the Professional and higher categories shall be as provided in Staff Regulation 6.1 and shown in Schedule I of the Staff Regulations.

(b) In accordance with staff regulation 6.5(a), the Director-General shall set the salary scales, including salary increments, of staff members in the General Service category, and these scales and increments shall be published in Appendix A to the Staff Rules.

(c) In accordance with staff regulation 6.6, the Director-General shall set the salary rates, including salary increments, of Language Teachers, and these rates and increments shall be published in Appendix A to the Staff Rules.

Rule 106.02

Conditions for Salary Increments

(a) Satisfactory service for the purpose of awarding a salary increment shall be defined, unless otherwise decided by the Director-General in any particular case, as the achievement of overall performance ratings of “3”, “4” or “5” as described in Appendix M to the Staff Rules, for the most recent completed performance cycle. To ensure that increments are considered following an up-to-date performance document, the same performance document should normally not be considered for more than one increment.

(b) Salary increments shall be effective on the first day of the pay period in which the service requirements are completed, provided that such increments shall not be effective earlier than the first day of the pay period in which a staff member returns to pay status from a period of leave without pay. No increment shall be paid in the case of a staff member whose services cease during the month in which the increment would otherwise have been due.

Rule 106.03

Staff Assessment

(a) In application of the staff assessment plan under staff regulation 6.8:

(i) Salaries for staff members in the Professional and higher categories shall be subject to the assessment rates specified in paragraph (i) of Schedule III of the Staff Regulations;

(ii) Salaries for staff members in the General Service category and for Language Teachers shall be subject to the assessment rates specified in paragraph (ii) of that schedule.

(b) The dependency rates of staff assessment under paragraph (i) of Schedule III of the Staff Regulations shall apply when:

- (i) The staff member's spouse is recognized as a dependant under staff rule 106.15(a); or
- (ii) The staff member has one or more dependent children.

(c) Where both husband and wife are staff members whose salaries are subject to the staff assessment rates specified in paragraph (i) of schedule III of the Staff Regulations, staff assessment shall apply to each at the single rate. If they have a dependent child or children, the dependency rate shall apply to the spouse having the higher salary level and the single rate to the other spouse.

Rule 106.04 Post Adjustment

(a) The post adjustment provided in staff regulation 6.2 shall be paid as an addition to the staff member's net base salary at the rate of 1 per cent of that salary for every index point by which the multiplier index for the duty station concerned exceeds the base index. The post adjustment index and the corresponding multiplier for each duty station shall be as determined at regular intervals by the International Civil Service Commission.

(b) Staff members whose salaries are subject to the dependency rates of staff assessment under staff rule 106.03(b) shall be paid post adjustment calculated on the basis of their salaries at the dependency rates, regardless of where their dependants actually reside. Where both husband and wife are staff members in the Professional and higher categories, post adjustment shall be paid to each according to his or her own net base salary.

(c) The post adjustment shall normally apply to the salary of a staff member assigned to a duty station for a period of one year or more in accordance with the classification of that duty station. The Director-General may, however, authorize alternative arrangements under the following circumstances:

- (i) If the assignment to a duty station is for a period of less than one year, the Director-General shall decide whether to apply the post adjustment for the duty station and, if appropriate, to pay the daily subsistence portion of the [assignment] settling-in grant and/or a mobility incentive, a hardship allowance and a non-family service allowance, or, in lieu of the above, to authorize appropriate subsistence payments;
- (ii) If the duty station to which the staff member is assigned is classified lower in the post adjustment classification than his or her former duty station, the Director-General may authorize that the post adjustment be maintained according to the classification applicable to the former duty station for a period of up to six months

while the staff member's immediate family (spouse and dependent children) remains at that duty station.

Rule 106.05
Rental Subsidies and Deductions

(a) At duty stations where staff members have to pay rental cost for housing accommodation at substantially higher rates than the average rental cost used in the calculation of the post adjustment index for the duty station, they may be paid a supplement to the post adjustment in the form of a rental subsidy at rates and under conditions established by the International Civil Service Commission.

(b) At duty stations where staff members are provided with housing by the Organization, by a Government or by a related institution either free of charge or at rents substantially lower than the average rental cost used in the calculation of the post adjustment index for the duty station, they shall normally be subject to payroll deductions so as to maintain equity in the application of the post adjustment system between staff members serving at the duty station. The rental deductions shall be applied at rates and under conditions established by the International Civil Service Commission.

Rule 106.06
Pensionable Remuneration

(a) The pensionable remuneration of a staff member shall, except as provided in paragraph (c) below, be in accordance with articles 1(q) and 54 of the Regulations of the United Nations Joint Staff Pension Fund.

(b) The scales of pensionable remuneration for Professional and higher categories for purposes of pension benefits and pension contributions are set out in appendix C to the Staff Rules.

(c) Where a promotion from the General Service category to the Professional category would result in a reduction of the pensionable remuneration used for computing the final average remuneration, the level of pensionable remuneration reached prior to the promotion shall be maintained until it is surpassed by that applicable to the staff member's grade and step in the Professional category. In such cases, contributions payable in accordance with article 25 of the Regulations of the United Nations Joint Staff Pension Fund shall be based on whichever is the higher of:

- (i) The level of pensionable remuneration reached prior to the promotion; or
- (ii) The pensionable remuneration applicable to the staff member's grade and step in the Professional category.

Rule 106.07
Currency of Salary Payments

In general, all salaries and allowances shall be payable in the currency of the duty station. Staff members in the Professional and higher categories whose salaries and allowances are established in the Staff Regulations and staff members in the General Service category having non-local status, however, may at their request be paid part or all of their total emoluments in a currency other than that of their duty station unless otherwise determined by the Director-General.

Rule 106.08
Salary Advances

(a) Salary advances may be made to staff members under the following circumstances and conditions:

- (i) In cases where new staff members arrive without sufficient funds, in such amounts as the Director-General may deem appropriate;
- (ii) Upon change of official duty station, in such amounts as the Director-General may deem appropriate;
- (iii) Upon departure for extended official travel or for approved leave involving absence from duty for one or more pay days, in the amount that would fall due for payment during the anticipated period of absence;
- (iv) In cases where staff members do not receive their regular pay cheque through no fault of their own, in the amount due;
- (v) Upon separation from service, where final settlement of pay accounts cannot be made at the time of departure, subject to the advance not exceeding 80 per cent of the estimated final net payments due.

(b) The Director-General may, in exceptional and compelling circumstances, and if the request of the staff member is supported by a detailed justification in writing, authorize an advance for any reason other than those enumerated above.

(c) Salary advances made under subparagraphs (a)(i) or (ii) above shall be recovered at a constant rate as determined at the time the advance is authorized, in consecutive pay periods, commencing not later than the period following that in which the advance is made.

Rule 106.09
Payroll Deductions and Contributions

(a) The following deductions shall be made from the total payments due to each staff member for each pay period:

- (i) Staff assessment, at the rates and subject to the conditions prescribed in staff regulation 6.8 and rule 106.03;
 - (ii) Contributions to the United Nations Joint Staff Pension Fund in accordance with article 25 of the Regulations of the United Nations Joint Staff Pension Fund and rule 106.06.
- (b) Payroll deductions may also be made for the following:
- (i) Contributions to premiums of group medical insurance schemes for which provision is made under these rules;
 - (ii) Premium payments for voluntary participation in a group life insurance scheme arranged through the Organization;
 - (iii) Indebtedness to the Organization;
 - (iv) Lodging provided by the Organization, by a Government or by a related institution;
 - (v) Staff Union dues at the request of the staff member;
 - (vi) Indebtedness to third parties when any deduction for this purpose is authorized by the Director-General.

Rule 106.10
Retroactiveness of Payments

- (a) A staff member who has not been receiving an allowance, grant or other payment to which he or she is entitled shall not receive retroactively such allowance, grant or payment unless the staff member has made written claim:
- (i) In the case of the cancellation or modification of the staff rule governing eligibility, within three months following the date of such cancellation or modification;
 - (ii) In every other case, within one year following the date on which the staff member would have been entitled to the initial payment.
- (b) Any payment made by the Organization to which a staff member is not entitled but which was received by the staff member in good faith may not be recovered by the Organization after a lapse of two years following such over-payment.

Rule 106.11
Salary Policy on Promotions

Staff members receiving promotions shall be paid in accordance with the following provisions:

(i) On promotion, a staff member shall be placed at a step in the level to which he or she has been promoted representing an increase in net base salary equal to at least the amount that would have resulted from the granting of two steps at the lower level;

(ii) When, on promotion, a staff member becomes ineligible for payment of the non-resident's allowance and/or language allowance that he or she has been receiving, the amount the staff member has been receiving for these allowances shall be added to his or her salary before promotion to establish the step within the level to which the staff member has been promoted, in accordance with (i) above.

Rule 106.12 Special Post Allowance

(a) Staff members shall be expected to assume temporarily, as a normal part of their customary work and without extra compensation, the duties and responsibilities of higher level posts.

(b) Without prejudice to the principle that promotion shall be the normal means of recognizing increased responsibilities and demonstrated ability, a staff member who is called upon to assume the full duties and responsibilities of a post at a clearly recognizable higher level than his or her own for a temporary period exceeding three months may, in exceptional cases, be granted a non-pensionable special post allowance from the beginning of the fourth month of service at the higher level.

(c) In the case of a staff member assigned to serve in a mission, or when a staff member in the General Service category is required to serve in a higher level established post in the Professional category, the allowance may be paid immediately the staff member assumes the higher duties and responsibilities.

(d) The amount of the special post allowance shall be equivalent to the salary increase (including post adjustment and dependency allowances where applicable) that the staff member would have received had the staff member been promoted to the post in which he or she is serving. In no case shall the net salary of the staff member at the higher level be lower than the net salary had the special post allowance not been given.

Rule 106.13 Mobility Incentive [/Hardship Allowance]

[Staff members in the Professional and higher categories who are appointed or assigned to a duty station for one year or more shall be eligible for the payment of a mobility/hardship allowance, which provides an incentive for staff mobility and a measure of compensation for service at hardship duty stations as determined by the International Civil Service Commission and for the non-removal of household goods. Payments of the allowance shall be made with respect to its three component elements, namely, mobility,

hardship and non-removal, in accordance with the terms and conditions set forth in appendix N to the Staff Rules.]

(a) Staff members in the Professional and higher categories may be paid a non-pensionable mobility incentive.

(b) The mobility incentive shall be discontinued after five continuous years of service at the same duty station.

(c) The mobility incentive shall take into account the length of a staff member's continuous service in organizations participating in the United Nations common system of salaries and allowances, the number of duty stations at which he or she has previously served for a period of one year or longer, and the hardship classification of the new duty station to which the staff member is assigned.

(d) The amount of the incentive, if any, and the terms and conditions under which it shall be paid are set forth in appendix N to the Staff Rules.

Rule 106.14

[Cancelled]

Hardship Allowance and Non-Family Service Allowance

Hardship allowance

(e) Staff members in the Professional and higher categories who are appointed or reassigned to a new duty station may be paid a non-pensionable hardship allowance.

(b) The amount of the hardship allowance, if any, and the terms and conditions under which it shall be paid are set forth in appendix N to the Staff Rules.

Non-family service allowance

(c) When a duty station has been designated as non-family by the International Civil Service Commission, the presence of eligible dependants of the staff member shall not be authorized at the duty station, unless exceptionally approved by the Director-General.

(d) Staff members in the Professional and higher categories who are appointed or reassigned to a non-family duty station may be paid a non-pensionable non-family service allowance. In no event shall the non-family service allowance be payable if the Director-General has exceptionally approved the presence of eligible dependants of the staff member at the duty station pursuant to paragraph (c) above.

(e) The amount of the non-family service allowance, if any, and the terms and conditions under which it shall be paid are set forth in appendix N to the Staff Rules.

Rule 106.15
Definition of Dependency

For the purpose of the Staff Regulations and Staff Rules, dependency shall be defined as follows:

(a) A dependent spouse shall be a spouse whose annual occupational earnings, if any, do not exceed the lowest entry level of the General Service gross salary scales at the spouse's place of work and in effect on 1 January of the year concerned, provided that, in the case of staff in the Professional and higher categories, this earnings limit shall not be less than the lowest entry level (G-2, step I) at New York, the base city of the Professional salary system.

(b) A "dependent child" shall be any of the following children under the age of 18 years or, if the child is in full-time attendance at a school or university (or similar educational institution), under the age of 21 years, for whom the staff member provides main and continuing support, i.e. more than one half of the total support:

- (i) The staff member's natural or legally adopted child;
- (ii) The staff member's stepchild, if residing with the staff member;
- (iii) Where adoption is not possible, a child for whom the staff member assumes legal responsibility as a member of the family.

If a child over the age of 18 years is physically or mentally incapacitated for substantial gainful employment, either permanently or for a period expected to be of long duration, the requirements as to age and school attendance shall be waived.

(c) A staff member claiming a child as dependent must certify that he or she provides main and continuing support. Such certification must be supported by documentary evidence satisfactory to the Director-General, if the child:

- (i) Does not reside with the staff member because of the divorce or legal separation of the staff member;
- (ii) Is married; or
- (iii) Is recognized as a dependant under subparagraph (b)(iii) above.

(d) A secondary dependant shall be the father, mother, brother or sister of a staff member for whom the staff member provides one half or more of the total support and in any case at least twice the amount of the dependency allowance, provided that the brother or sister fulfils the same age and school attendance requirements established for a dependent child. If the brother or sister is physically or mentally incapacitated for substantial gainful employment, either permanently or for a period expected to be of long duration, the requirements as to age and school attendance shall be waived.

Rule 106.16
Dependency Allowances

(a) Staff members in the Professional and higher categories shall be entitled to receive dependency allowances at the rates and under the conditions set out in annex I to the Staff Regulations.

(b) The rates of dependency allowances applicable to the General Service and related categories are set out in appendix A to the Staff Rules. The rate of the regular child allowance will be doubled for a child who is physically or mentally incapacitated for substantial gainful employment.

(c) An allowance for a secondary dependant shall not be paid where a dependency benefit is paid in respect of a spouse. A staff member may not concurrently receive more than one secondary dependant's allowance.

(d) Subject to the provisions of paragraph (a) above, the full amount of the dependency allowance in respect of a dependent child shall be payable, except where a direct governmental grant is made in respect of the same child. In such cases, the amount of the grant shall be deducted from the dependency allowance or from the salary to which the dependency rate of staff assessment is applied on account of the child under paragraph (a) above. The deduction shall be made regardless of whether the governmental grant is paid to the staff member, his or her spouse or former spouse, or any other person with whom the child may reside.

(e) In cases where the spouse's gross annual earnings exceed the established limit under rule 106.15(a), the dependency benefits in respect of the spouse shall be adjusted as follows:

(i) For staff in the General Service and related categories, the dependency allowance shall be paid to the extent by which the excess of the spouse's earnings over the established limit is less than the amount of the allowance;

(ii) In the case of staff in the Professional and higher categories without dependent children, the dependency rate of net base salary and post adjustment shall be paid to the extent by which the excess of the spouse's earnings over the established limit is less than the difference between the amount of base salary plus post adjustment for staff with dependants and for staff without dependants.

(f) If both husband and wife are staff members, one may claim dependency benefits in respect of a dependent child or children, in which case the other may claim only the allowance in respect of a secondary dependant, if otherwise entitled.

(g) Staff members shall be responsible for notifying the Director-General in writing of claims for dependency allowances and may be required to support such claims by documentary evidence satisfactory to the Director-General. A separate claim for dependency allowances shall be made each year. Staff members shall be responsible for

reporting to the Director-General any change in the status of a dependant affecting the payment of the allowance.

Rule 106.17
Education Grant

(a) A staff member who is regarded as an international recruit under rule 103.07 and whose duty station is outside his or her home country shall be entitled to an education grant as provided in staff regulation 6.10(a) in respect of each child in full-time attendance at a school, university or other post-secondary educational institution. If such a staff member is reassigned to a duty station within his or her home country, he or she may receive the education grant for the balance of a school year, not exceeding one full school year after his or her return from expatriate service.

(b) A special education grant for disabled children shall be available, under staff regulation 6.10(b), to staff members of all categories, regardless of whether or not they are serving in their home country, provided that they have an appointment of one year or longer or have completed one year of continuous service.

(c) The education grant and special education grant for disabled children as well as the related travel expenses shall be paid in accordance with the terms and conditions set forth in appendix E to the Staff Rules.

Rule 106.18
Non-Resident's Allowance

(a) Staff members in the General Service category who have non-local status shall be entitled to a non-resident's allowance if recruited for or subsequently assigned to a duty station that has been designated by the International Civil Service Commission as qualifying for such an allowance.

(b) The allowance shall be paid at the rate of \$US 2,400 a year for a staff member with no dependent spouse or child and at the rate of \$US 3,000 a year for a staff member with a dependent spouse or child. It shall be payable for a maximum period of five years at the duty station. Where both husband and wife are staff members entitled to the non-resident's allowance, the allowance will be paid to each at the single rate. If they have a dependent child, the allowance will be paid at the dependency rate to the spouse having the higher salary level and at the single rate to the other spouse.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, eligible staff members who were in receipt of a non-resident's allowance on 31 August 1983 may continue to receive the allowance at the rate and in accordance with the relevant provisions in effect before 1 September 1983.

(d) Except in the case of staff members referred to in paragraph (c) above, the non-resident's allowance shall not be taken into account in determining pensionable

remuneration, group medical and life insurance contributions, overtime compensation, night differential, and payments and indemnities on separation from service.

Rule 106.19
Language Allowance

(a) A staff member in the General Service category shall be paid a language allowance if he or she passes a test, prescribed for this purpose, in any official language other than the language in which the staff member is required to be proficient by the terms of his or her appointment. No staff member shall be paid a language allowance for more than two official languages.

(b) Proficiency tests in the use of official languages shall be held not less than once each year.

(c) Staff members in receipt of a language allowance may be required to undergo further tests at intervals of not less than five years in order to demonstrate their continued proficiency in the use of two or more official languages.

(d) The amount of the language allowance shall be determined by the Director-General and shown in appendix A to the Staff Rules, provided that the amount payable for a second language shall be half the amount payable for the first additional language.

(e) The language allowance shall be taken into account in determining pensionable remuneration, medical and group insurance contributions, overtime compensation and night differential, and payments and indemnities on separation from service.

Rule 106.20
Overtime and Compensatory Time Off

(a) Staff members in the General Service and related categories who are required to work in excess of the working week established for this purpose shall be given compensatory time off or may receive additional payment, under conditions established by the Director-General and set forth in appendix B to the Staff Rules.

(b) Subject to the exigencies of the service and prior approval of the Director-General, limited compensatory time off may be granted to staff members in the Professional category who have been required to work substantial or recurrent periods of overtime.

Rule 106.21
Night Differential

Staff members who are assigned to night-time tours of duty shall receive a night differential at a rate and under conditions set forth in appendix B to the Staff Rules. Night differential shall not be paid for the same work for which overtime payment or

compensatory time off is allowed or for any hours when the staff member is on leave or in travel status.

Chapter VII - Annual and Special Leave

Rule 107.01 Annual Leave

(a) Staff members shall accrue annual leave while in full pay status at the rate of six weeks a year, subject to the provisions of rule 107.02(b) and provided that no leave shall accrue while a staff member is receiving compensation equivalent to salary and allowances under rule 108.05.

(b) Annual leave may be taken in units of days and half-days. All arrangements as to leave shall be subject to the exigencies of the service, which may require that leave be taken by a staff member during a period designated by the Director-General. Leave may be taken only when authorized, but the personal circumstances and preferences of the individual staff member shall, as far as possible, be considered.

(c) Staff members are encouraged to make use of their annual leave entitlements. Annual leave may be accumulated, provided that not more than 12 weeks of such leave shall be carried forward beyond 1 January of any year.

(d) Any absence from duty not specifically covered by other provisions in these rules shall be charged to the staff member's accrued annual leave, if any; if the staff member has no accrued annual leave, it shall be considered as unauthorized, and pay and allowances shall cease for the period of such absence.

(e) A staff member may, in exceptional circumstances, be granted advance annual leave up to a maximum of two weeks, provided his or her service is expected to continue for a period beyond that necessary to accrue the leave so advanced.

Rule 107.02 Special Leave

(a) Special leave, with full or partial pay, or without pay, may be granted for advanced study or research in the interest of the Organization, for child care, in cases of extended illness, or for other important or compassionate reasons for such period as, in the opinion of the Director-General, is appropriate.

(b) Staff members shall not accrue service credits towards sick leave, annual leave, home leave, salary increment, seniority, termination indemnity and repatriation grant during periods of special leave with partial pay or without pay. Periods of less than one calendar month of such leave shall not affect the ordinary rates of accrual, nor shall continuity of service be considered broken by periods of special leave.

Rule 107.03
Home Leave

(a) Staff members who are regarded as internationally recruited under rule 103.07 and who are serving outside their home country shall be entitled once in each two-year period of qualifying service to visit their home country at the Organization's expense in order to spend in that country a substantial period of annual leave. Such leave, referred to in the Staff Regulations and the Staff Rules as home leave, is granted to eligible staff members for the purpose of enabling them to maintain effective association with the culture of their home country, to keep up their professional interests and to renew their family and personal ties therein.

(b) Staff members serving at duty stations designated by the International Civil Service Commission as having very difficult conditions of life and work may be granted home leave once every 12 months.

(c) The terms and conditions for home leave and related travel are set forth in appendix F and appendix G to the Staff Rules.

Rule 107.04
Leave for Military Training or Service

(a) In accordance with section 18(c) of the Convention on Privileges and Immunities of the United Nations and with section 20 of the Convention on Privileges and Immunities of the Specialized Agencies, staff members who are nationals of those Member States who have undertaken to apply either Convention with regard to UNIDO shall be "immune from national service obligations" in the armed services of the country of their nationality.

(b) Staff members who have completed one year of satisfactory probationary service or who have a permanent appointment may, if called by the Government of a Member State for military service, whether for training or active duty, be placed on special leave without pay for the duration of their required military service. Other staff members, if called for military service, shall be separated from the Organization according to the terms of their appointments.

(c) If the period of special leave without pay referred to in (b) above is expected to last at least six months, the Organization shall, upon request of the staff member, pay the travel costs for him, his spouse and dependent children, provided that such expenses are not borne by his Government and provided that any such expenses shall be charged to his next home leave entitlement.

(d) Upon request of the staff member, within 90 days after release from military service, the staff member shall be restored to active duty in the Organization with the same status he had at the time of his leaving for military service, subject only to the rules governing necessary reduction in force or abolition of posts.

(e) The Director-General may apply such of the foregoing provisions as are appropriate in the case of staff members who, with the advance approval of the Director-General, volunteer for military service or request a waiver of the immunity referred to in paragraph (a) above.

Chapter VIII - Social Security

Rule 108.01 Participation in the Pension Fund

Staff members whose appointments are for six months or longer or who complete six months of service under shorter appointments without an interruption of more than 30 days shall become participants in the United Nations Joint Staff Pension Fund, provided that participation is not excluded by their letters of appointment.

Rule 108.02 Medical Insurance Coverage

Upon appointment a staff member shall be required to subscribe to the group medical insurance plan provided by the Organization, unless he or she elects coverage by (a) the Austrian sickness insurance scheme or (b) another medical insurance scheme that, in the opinion of the Director-General, provides adequate coverage. If the staff member elects the coverage under (b), no contribution or other payments towards medical expenses shall be made by the Organization.

Rule 108.03 Sick Leave

(a) Staff members who are incapacitated from the performance of their duties by illness or injury or whose attendance is prevented by public health requirements shall be granted sick leave in accordance with the following provisions:

- (i) All sick leave must be approved on behalf of the Director-General;
- (ii) A staff member holding a fixed-term appointment of less than one year shall be granted sick leave credit at the rate of two working days per month of contractual service;
- (iii) A staff member holding a fixed-term appointment of 1 year or longer but less than 3 years shall be granted sick leave of up to 3 months on full salary and 3 months on half salary in any period of 12 consecutive months, provided that the amount of sick leave permitted in any 4 consecutive years shall not exceed 18 months, 9 months on full salary and 9 months on half salary;
- (iv) A staff member who holds a permanent appointment, who holds a fixed-term appointment for three years or more or who has completed three years of continuous service shall be granted sick leave of up to nine months on full salary and nine months on half salary in any period of four consecutive years;
- (v) Staff members shall be responsible for informing their supervisors as soon as possible of absences due to illness or injury;
- (vi) A staff member who is on sick leave for a period of more than three consecutive working days is required to produce a certificate from a duly

recognized medical practitioner to the effect that the staff member is unable to perform his or her duties and stating the nature of the illness and the probable duration of incapacity. Such certificate shall, except in circumstances beyond the control of the staff member, be produced not later than the end of the fourth working day following the initial absence from duty of the staff member;

(vii) After a staff member has taken periods of uncertified sick leave totalling seven working days within a calendar year, any further absence from duty within that year shall either be supported by a medical certificate or deducted from annual leave or charged as special leave without pay; part or all of the uncertified sick leave may be used to attend to family related emergencies, i.e. sudden illness or injury of a family member (spouse, child, parent, brother or sister).

(viii) A staff member who, in the opinion of the Medical Officer of the Organization, is unfit for duty may be required at any time to submit a medical certificate as to his or her condition or to undergo examination by a medical practitioner named by the Director-General. Further sick leave may be refused or the unused portion withdrawn, if the Director-General is satisfied that the staff member is able to return to duty, provided that, if the staff member so requests, the matter shall be referred to an independent practitioner or a medical board acceptable to both the Director-General and the staff member;

(ix) A staff member shall not, while on sick leave, leave the area of the duty station without prior approval of the Director-General.

(b) When sickness of more than three consecutive working days occurs within a period of annual leave, including home leave, sick leave may be approved on production of an appropriate medical certificate or other satisfactory evidence. In such circumstances, a staff member should submit his or her request for sick leave together with the supporting certificate or other evidence as soon as practicable, and in any event immediately on his or her return to duty.

(c) A staff member shall notify the Medical Officer of the Organization immediately of any case of contagious disease occurring in his or her household, or of any quarantine order affecting the household. A staff member who, as a result of these circumstances, is directed not to attend the office shall receive his or her full salary and other emoluments for the period of authorized absence.

(d) On the advice of the Medical Officer of the Organization, the Director-General may require a staff member to absent himself or herself on sick leave in cases referred to in staff rule 103.13(c).

(e) Entitlement to sick leave shall lapse on the final date of a staff member's appointment.

Rule 108.04
Maternity Leave/Paternity Leave

(a) A staff member shall be entitled to maternity leave in accordance with the following provisions:

(i) The leave shall commence six weeks prior to the anticipated date of birth upon production of a certificate from a duly recognized medical practitioner indicating the anticipated date of birth. However, at the staff member's request and upon production of a certificate from a duly recognized medical practitioner indicating that she is fit to continue to work, the absence may be permitted to commence less than six weeks but normally not less than two weeks before the anticipated date of birth;

(ii) The leave shall extend for a total period of sixteen weeks from the time it is granted. The post-delivery leave shall therefore extend for a period equivalent to sixteen weeks less the period between the commencement of the maternity leave and the actual date of birth, subject to a minimum of ten weeks. However, the staff member, on her request, may be permitted to return to work after the lapse of a minimum period of six weeks following delivery;

(iii) The staff member shall receive maternity leave with full pay for the entire duration of her absence in accordance with (i) and (ii) above. However, if due to a miscalculation on the part of the medical practitioner or midwife as to the date of birth the pre-delivery leave is more than six weeks, the staff member shall receive full pay to the actual date of birth and will be allowed the minimum of ten weeks of post-delivery leave as provided in (ii) above.

(b) Sick leave shall not be granted for the duration of maternity leave except where serious complications arise.

(c) Annual leave shall accrue during the period of maternity leave, provided that the staff member returns to service for at least six months after the completion of maternity leave.

(d) A staff member shall be entitled to time off for two 30-minute periods daily in order to nurse her child for such period as may be authorized.

(e) Male staff members shall be entitled to paternity leave within the limits and under terms and conditions established by the Director-General. A duration of up to four weeks paid leave for paternity purposes shall be granted to staff at headquarters and family duty stations and up to eight weeks for staff at non-family duty stations.

Rule 108.05

Compensation for Death, Injury or Illness Attributable to Service

Staff members shall be entitled to compensation in the event of death, injury or illness attributable to the performance of official duties on behalf of the Organization, in accordance with the rules set forth in appendix D to the Staff Rules.

Rule 108.06

Staff Member's Beneficiaries

(a) At the time of appointment, each staff member shall nominate a beneficiary or beneficiaries in writing in a form prescribed by the Director-General. It shall be the responsibility of the staff member to notify the Director-General of any revocations or changes of beneficiaries.

(b) In the event of the death of a staff member, all amounts standing to the staff member's credit will be paid to his or her nominated beneficiary or beneficiaries, subject to application of the Staff Rules. Such payment shall afford the Organization complete release from all further liability in respect of any sum so paid.

(c) If a nominated beneficiary does not survive, or if a designation of beneficiary has not been made or has been revoked, the amount standing to the credit of a staff member will, upon the staff member's death, be paid to his or her estate.

Rule 108.07

Compensation for Loss of or Damage to Personal Effects Attributable to Service

Staff members shall be entitled, within the limits and under terms and conditions established by the Director-General, to reasonable compensation in the event of loss of or damage to their personal effects determined to be directly attributable to the performance of official duties on behalf of the Organization, provided that reasonable precaution had been taken to safeguard the personal effects.

Chapter IX - Travel and Removal Expenses

Rule 109.01

Official Travel of Staff Members

(a) Subject to the conditions laid down in the present rules, the Organization shall pay the travel expenses of a staff member under the following circumstances:

- (i) On initial appointment, provided the staff member is considered to have been internationally recruited under rule 103.07;
- (ii) When required to travel on official business;
- (iii) On change of official duty station, as defined in rule 104.03;
- (iv) On home leave, in accordance with the provisions of rule 107.03;
- (v) On a family visit, in accordance with the provisions of paragraph (b) below;
- (vi) On separation from service, in accordance with the provisions of chapter X of the Staff Regulations and Staff Rules;
- (vii) On travel authorized for medical or security reasons or in other appropriate cases, when, in the opinion of the Director-General, there are compelling reasons for paying such expenses.

(b) Under subparagraph (a)(v) above, the Organization may pay the travel expenses of a staff member to the place of recruitment, to the place of home leave or to the previous duty station for the purpose of visiting his or her eligible family members (see rule 109.03) once every year in which the staff member's home leave does not fall due, provided that:

- (i) The staff member has completed not less than one year of continuous service at the duty station since the initial appointment or assignment or not less than nine months since departure on his or her last home leave journey;
- (ii) The staff member's service at the duty station is expected to continue at least six months beyond the date of return to the duty station;
- (iii) During the preceding twelve months, none of the eligible family members has been present with the staff member at the duty station after travel at the Organization's expense except education grant travel.

Should a staff member wish to visit his or her eligible family members residing at any other place, the travel expenses borne by the Organization shall not exceed the maximum amount that would have been payable on the basis of travel to the place of home leave. The Director-General may establish special conditions for payment of these travel expenses in respect of eligible staff members serving at duty stations designated by the International Civil Service Commission as having very difficult conditions of life and work.

(c) Under subparagraph (a)(vi) above, the Organization shall pay the travel expenses of a staff member to the place of recruitment or, if the staff member has had an appointment for a period of two years or longer or has completed not less than two years of continuous service, his or her place of home leave. Should a staff member, on separation from service, wish to go to any other place, the travel expenses borne by the Organization shall not exceed the maximum amount that would have been payable on the basis of return transportation to the place of recruitment or home leave.

Rule 109.02
Official Travel of Family Members

(a) Subject to the conditions laid down in these rules, the Organization shall pay the travel expenses of a staff member's eligible family members under the following circumstances:

(i) On the initial appointment of a staff member who is considered to have been internationally recruited under rule 103.07, provided the appointment is for a period of one year or longer and provided the staff member's services are expected by the Director-General to continue for more than six months beyond the date on which the travel of his or her family members commences;

(ii) Following completion by the staff member of not less than one year of continuous service, provided his or her services are expected by the Director-General to continue for more than six months beyond the date on which the travel of his or her family members commences;

(iii) On change of official duty station, provided the services of the staff member at the new duty station are expected by the Director-General to continue for more than six months beyond the date on which the travel of his or her family members commences;

(iv) On home leave, in accordance with the provisions of rule 107.03;

(v) On separation of a staff member from service, provided the staff member's appointment was for a period of one year or longer or the staff member had completed not less than one year of continuous service;

(vi) On travel approved in connection with the education of a staff member's child;

(vii) On travel authorized for medical or security reasons or in other appropriate cases, when, in the opinion of the Director-General, there are compelling reasons for paying such expenses;

(viii) On the travel of the spouse to the duty station, in lieu of the staff member's family visit travel under rule 109.01(a)(v), subject to the same conditions as specified in rule 109.01(b).

(b) Under subparagraphs (a)(i) and (ii) above, the Organization shall pay the travel expenses of a staff member's eligible family members either from the place of

recruitment or from the place of home leave. Should a staff member wish to bring any eligible family member to the official duty station from any other place, the travel expenses borne by the Organization shall not exceed the maximum amount that would have been payable on the basis of travel from the place of recruitment or home leave.

(c) Under subparagraph (a)(v) above, the Organization shall pay the travel expenses of a staff member's eligible family members from the official duty station to the place to which the staff member is entitled to be returned under rule 109.01(c). Where both husband and wife are staff members and either or both are entitled to the payment of travel expenses on separation from service, travel expenses shall be paid for each only upon their own separation from service. Where both spouses are entitled to return travel expenses, each staff member shall have the choice either of exercising his or her own entitlement or of accompanying the other spouse, provided that in no case shall such expenses be paid for a staff member while he or she remains in the service of the Organization.

Rule 109.03 Eligible Family Members

(a) Eligible family members, for the purposes of official travel, shall be deemed to comprise a spouse and those children recognized as dependent under rule 106.15(b). In addition, those children in respect of whom an education grant is payable, even though they are no longer recognized as dependent under rule 106.15(b), shall be eligible for education grant travel.

(b) The Director-General may authorize payment of the travel expenses of a child for one trip either to the staff member's duty station or to his or her home country beyond the age when the dependency status of the child would otherwise cease under rule 106.15(b), either within one year or upon completion of the child's continuous full-time attendance at a university, when the attendance at the university commenced during the period of recognized dependency status.

(c) Notwithstanding rule 109.02(a)(v), the Director-General may also authorize payment of the travel expenses for repatriation purposes of a former spouse.

Rule 109.04 Authority to Travel

Before travel is undertaken it shall be authorized in writing. In exceptional cases, staff members may be authorized to travel on oral instructions, but such oral authorization shall require subsequent written confirmation. A staff member shall be personally responsible for ascertaining that he or she has the proper authorization before commencing travel.

Rule 109.05
Route, Mode and Standard of Transportation

(a) Official travel shall, in all instances, be by a route, mode and standard of transportation approved in advance by the Director-General.

(b) Travel shall be by the most direct and economical route and mode of transportation unless it is established to the satisfaction of the Director-General that the use of an alternate route or mode is in the best interests of the Organization.

(c) Travel expenses or other entitlements, including travel time, shall be limited to the amount allowable for a journey by the approved route, mode and standard of transportation. Staff members who wish to make other arrangements for personal convenience must obtain advance approval to do so and pay all additional costs.

Rule 109.06
Provisions Governing Official Travel

Official travel of staff members and their eligible family members shall be undertaken in accordance with the provisions set out in appendix G to the Staff Rules.

Rule 109.07
Travel Expenses

(a) Travel expenses that shall be paid or reimbursed by the Organization in respect of official travel shall include:

- (i) Transportation expenses;
- (ii) Terminal expenses;
- (iii) Transit expenses;
- (iv) Travel subsistence allowance;
- (v) Justifiable additional expenses incurred during travel.

(b) The Director-General may establish special conditions for the payment or reimbursement of travel expenses in respect of home leave, family visit or repatriation.

(c) Staff members shall exercise the same care in incurring expenses on behalf of the Organization as they would if travelling on personal business.

Rule 109.08
Travel Subsistence Allowance

Subject to the terms and conditions set forth in appendix G to the Staff Rules, staff members shall be paid, in respect of official travel undertaken by them or their eligible

family members, an appropriate daily subsistence allowance in accordance with a schedule of rates established by the International Civil Service Commission.

Rule 109.09
[Assignment] Settling-in Grant

Definition and computation of the grant

(a) On official travel upon appointment or reassignment to a duty station for a period of one year or more, staff members in the Professional and higher categories shall be paid a[n assignment] settling-in grant. The settling-in grant is intended[so as] to provide such staff members [them]with a reasonable amount of cash at the beginning of the assignment for costs incurred as a result of the appointment or assignment and is based on the assumption that the main expenses of installation are incurred at the outset of an assignment.

(b) The [assignment] settling-in grant shall consist of [a daily subsistence portion and a lump-sum portion, each payable in accordance with the terms and conditions set forth in appendix N to the Staff Rules.] two portions:

(i) The daily subsistence allowance portion, which shall be equivalent to:

- a. Thirty days of daily subsistence allowance at the daily rate applicable under subparagraph (c) (i) below; and
- b. Thirty days of daily subsistence allowance at half the daily rate in respect of each accompanying eligible family member for whom travel expenses have been paid by the Organization under staff rule 109.02 (a) (i)-(iii).

(ii) The lump-sum portion, which is calculated on the basis of one month of the staff member's net base salary and, where appropriate, post adjustment at the duty station of assignment.

(c)

(i) The Director General may establish and publish special rates of travel subsistence allowance for the purposes of the settling-in grant for specific categories of staff at various duty stations. Where such special rates have not been established, the travel subsistence allowance rates under staff rule 109.08 shall be used in computing the settling-in grant;

(ii) Under conditions established by the Director General, the limit of 30 days provided in paragraph (b) above may be extended to a maximum of 90 days. The amount of the grant during the extended period shall be up to 60 per cent of the appropriate prevailing rate.

Eligibility

(d) A staff member holding a fixed-term appointment who travels at the Organization's expense to a duty station for an assignment expected to be for one year or more shall be paid a settling-in grant in accordance with paragraphs (b) and (c) above.

(e) If a change of official duty station or a new appointment involves a return to a place at which the staff member was previously stationed, the full amount of the settling-in grant shall not be payable unless the staff member has been absent from that place for at least one year. In the case of a shorter absence, the amount payable shall normally be that proportion of the full grant that the completed months of absence bear to one year.

Rule 109.10

Loss of Entitlement to Return Transportation

(a) A staff member who resigns before completing one year of service or within six months following the date of his or her return from travel on home leave or family visit shall not be entitled to payment of return travel expenses for himself or herself and family members unless, in the opinion of the Director-General, there are compelling reasons for authorizing such payment.

(b) Entitlement to return travel expenses shall cease if travel has not commenced within six months after the date of separation from service. However, where both husband and wife are staff members and the spouse who separates first is entitled to return travel expenses, his or her entitlement shall not cease until six months after the date of separation of the other spouse.

Rule 109.11

Excess Baggage and [Unaccompanied] Partial Relocation Shipments

In conjunction with official travel undertaken by themselves or their eligible family members under these rules, staff members shall be entitled to payment by the Organization of the following expenses for the transportation of their personal effects and household goods within the limits and under the conditions set forth in the relevant provisions of appendix H to the Staff Rules:

- (i) Charges for excess baggage on travel by air economy class;
- (ii) Costs for [unaccompanied] partial relocation shipments of personal effects on travel on home leave, family visit or education grant;
- (iii) Costs for [unaccompanied] partial relocation shipments of personal effects and household goods on travel on initial appointment, change of duty station or separation from service;

(iv) Premiums for insurance coverage of personal effects and household goods shipped under (iii) above.

Rule 109.12
[Removal Costs] Relocation Shipment

[Full Removal or payment of the lump sum portion of the assignment grant and the non-removal element]

Eligibility

(a) When an internationally recruited staff member is to serve at a duty station for a continuous period that is expected to be two years or more, the Director-General shall decide whether to pay the costs for the relocation shipment for full removal of the staff member's personal effects and household goods or to pay [the] a lump-sum [portion of the assignment grant and the non-removal element of the mobility/hardship allowance] in lieu of the relocation shipment under paragraph (g) below under the following circumstances:

- (i) Upon initial appointment for a period of two years or longer;
- (ii) Upon completion of two years of continuous service;
- (iii) Upon change of duty station, provided that the staff member is expected to serve at the new duty station for a period of two years or longer and that, in exceptional cases where the expected period of service is one year or more but less than two years, the Director-General may authorize payment of [removal] relocation costs under the present rule[in lieu of the lump-sum portion of an assignment grant and the non-removal element of a mobility/hardship allowance;].
- (iv) Upon separation from service, provided that the staff member had an appointment for a period of two years or longer or had completed not less than two years of continuous service.

When an entitlement to relocation shipment arises under paragraph (a) above, it shall normally be paid in case of service at headquarters duty stations or other duty stations classified in the same category. Other shipment entitlements apply to assignments to a duty station in the field as provided in Appendix H.

[Normally, removal costs will be paid in the case of service at the Headquarters duty station of an organization participating in the United Nations common system, and the lump-sum portion of an assignment grant and the non-removal element of a mobility/hardship allowance will be paid in the case of service at a duty station in the field.]

(b) Under subparagraphs (a)(i) and (ii) above, the Organization shall pay the costs of [removal] relocation shipment either from the staff member's place of recruitment or

place of home leave, provided that the personal effects and household goods were in the staff member's possession at the time of appointment and are being transported for his or her own use. Payment of [removal costs] relocation shipment from a place other than those specified may be authorized by the Director-General in exceptional cases, on such terms and conditions as the Director-General deems appropriate. No expenses shall be paid for removing a staff member's personal effects and household goods from one residence to another at the duty station.

(c) Under subparagraph (a)(iv) above, the Organization shall pay the costs of [removal] relocation shipment from the official duty station to any one place to which the staff member is entitled to be returned under [S]staff [R]rule 109.01(c) or to another place authorized by the Director-General in exceptional cases on such terms and conditions as the Director-General deems appropriate, provided that the personal effects and household goods were in the staff member's possession at the time of separation from service and are being transported for his or her own use.

(d) Payment by the Organization of the [removal costs] relocation shipment shall be subject to the terms and conditions set out in appendix H to the Staff Rules.

(e) In addition to the [removal costs] relocation shipment under this rule, the cost of transporting a privately owned car to a duty station may be partially reimbursed under conditions established by the Director-General, provided that the duty station to which the car is transported is one of the duty stations designated for that purpose and that the assignment of the staff member to the duty station is expected to be for a period of two years or more or that the initial assignment for a lesser period is extended so that the total period of assignment becomes two years or more.

(f) When an internationally recruited staff member is assigned to a new duty station [where payment of the non-removal element of a mobility/hardship allowance, rather than payment of removal costs, is authorized,] without entitlement to relocation shipment, the Organization shall pay the costs of storage of personal effects and household goods within the limits and subject to the conditions set out in appendix H to the Staff Rules.

Lump sum option in lieu of [full removal] relocation shipment

(g) On arrival at the duty station upon appointment or assignment for two years or longer, transfer or separation from service of a staff member appointed for two years or longer, internationally recruited staff members entitled to [removal costs] relocation shipment under [sub]paragraph (a) above, may opt for a lump sum option in lieu of the [removal] relocation shipment[entitlement], at rates and conditions set by the Director-General.

Rule 109.13
Reimbursement of Travel or Removal Expenses

The Director-General may reject any claim for payment or reimbursement of travel or removal expenses that are incurred by a staff member in contravention of any provision of these rules or appendix G or H to the Staff Rules.

Rule 109.14
Loss of Entitlement to [Unaccompanied Shipment or Removal Costs] Relocation Shipment or Partial Relocation Shipment

(a) A staff member who resigns before completing two years of service shall not normally be entitled to payment of [removal costs] relocation shipment under rule 109.12 above.

(b) Entitlement to [removal costs] relocation or partial relocation shipment under rule 109.12 (a)(i), (ii) and (iii) shall normally cease if the shipment [removal] has not commenced within two years of the date on which the staff member became entitled to [removal costs] relocation or partial relocation shipment costs or if the staff member's services are not expected to continue for more than six months beyond the proposed date of arrival of the shipment [personal effects and household goods].

(c) Upon separation from service, entitlement to:

(i) Partial Relocation Shipment [unaccompanied shipment expenses] under rule 109.11 [or removal costs] shall cease if the shipment has not commenced within six months after the date of separation.

(ii) Relocation Shipment under rule 109.12 shall cease if the shipment [or removal] has not commenced within [six months or] one year[, respectively,] after the date of separation[. from service].

(iii) However, where both husband and wife are staff members and the spouse who separates first is entitled to partial relocation [unaccompanied shipment] or [removal costs] relocation shipment, his or her entitlement shall not cease until six months or one year, as the case may be, after the date of separation of the other spouse.

Rule 109.15
Transportation of Deceased Persons

Upon the death of a staff member or of his or her spouse or dependent child, the Organization shall pay the expenses of transportation of the body from the official duty station or, in the event of death having occurred while in travel status, from the place of death, to a place to which the deceased was entitled to return transportation under rule 109.01 or 109.02. These expenses shall include reasonable costs for preparation of the

body. If local interment is selected, reasonable expenses incurred for the interment may be reimbursed.

Chapter X - Separation from Service

Rule 110.01 Resignation

(a) A resignation, within the meaning of the Staff Regulations and Staff Rules, is a separation initiated by a staff member.

(b) Unless otherwise specified in their letters of appointment, three months' written notice of resignation shall be given by staff members having permanent appointments and 30 days' written notice of resignation by those having fixed-term appointments. The Director-General may, however, accept a resignation on shorter notice.

(c) The Director-General may require the resignation to be submitted in person in order to be acceptable.

Rule 110.02 Abolition of Posts and Reduction of Staff

(a) If the necessities of the service require abolition of a post or reduction of staff, and subject to the availability of suitable posts in which their services can be effectively utilized, staff members with permanent appointments shall be retained in preference to those on fixed-term appointments, provided that due regard shall be paid in all cases to relative competence, to integrity and to length of service. Due regard shall also be paid to nationality in the case of staff members with not more than five years of service and in the case of staff members who have changed their nationality within the preceding five years when the suitable posts available are subject to the principle of geographical distribution.

(b) In application of paragraph (a) above, locally recruited staff members may only be considered for alternative suitable posts at the duty station.

Rule 110.03 Retirement

Retirement under articles 28-30 of the United Nations Joint Staff Pension Fund Regulations shall not be regarded as a termination within the meaning of the Staff Regulations and Staff Rules.

Rule 110.04 Definition of Termination

A termination, within the meaning of the Staff Regulations and Staff Rules, is a separation from service initiated by the Director-General, other than retirement at the age of 60 years or more, or summary dismissal for serious misconduct.

Rule 110.05
Expiration of Fixed-Term Appointments

(a) A fixed-term appointment does not carry any expectancy of renewal or conversion to another type of appointment. It shall expire automatically and without prior notice on the expiration date specified in the letter of appointment. Separation as a result of the expiration of a fixed-term appointment shall not be regarded as a termination within the meaning of the Staff Regulations and Staff Rules. Accordingly, non-extension of fixed-term appointments does not entail payment of an indemnity.

(b) Notwithstanding the terms of (a) above and in the interests of sound management, every effort shall be made to inform staff members who have held fixed-term appointments for a continuous period of five years or more of the outcome of the review of their contractual status reasonably in advance of the expiration of their appointment.

Rule 110.06
Notice of Termination

(a) A staff member whose permanent appointment is to be terminated shall be given not less than three months' written notice of such termination.

(b) A staff member whose fixed-term appointment is to be terminated shall be given not less than 30 days' written notice of such termination or such notice as may otherwise be stipulated in his or her letter of appointment.

(c) In lieu of these notice periods, the Director-General may authorize compensation calculated on the basis of the salary and allowances that the staff member would have received had the date of termination been at the end of the notice period.

Rule 110.07
Termination Indemnity

(a) Payment of termination indemnity under staff regulation 10.6 and schedule IV of the Staff Regulations shall be calculated:

(i) For staff in the Professional and higher categories, on the basis of the staff member's gross salary less staff assessment according to the schedule of rates set forth in paragraph (i) of schedule III of the Staff Regulations applied to the gross salary;

(ii) For staff in the General Service and related categories, on the basis of the staff member's gross salary, including language allowance and non-resident's allowance, if any, less staff assessment according to the schedule of rates set forth in paragraph (ii) of schedule III of the Staff Regulations applied to the gross salary alone.

(b) "Completed years of service" referred to in paragraph (a) of schedule IV of the Staff Regulations shall be deemed to comprise the total period of a staff member's full-time continuous service with the Organization, including any such service performed under a United Nations appointment immediately prior to 1 January 1986. Completed months of service shall be taken into account on a proportionate basis. Continuity of such service shall not be considered as broken by periods of special leave without pay or with partial pay, but full months of any such periods exceeding one calendar month shall not be credited as service for indemnity purposes; periods of less than one calendar month shall not affect the ordinary rates of accrual.

(c) In cases where the staff member is eligible for payment of a termination indemnity as well as the end-of-service allowance in line with Rule 110.13, the staff member shall be granted either of the payments, whichever yields a greater amount.

Rule 110.08 Commutation of Accrued Annual Leave

If, upon separation from service, a staff member has accrued annual leave, the staff member shall be paid a sum of money in commutation of the period of such accrued leave up to a maximum of 60 working days. The payment shall be calculated:

(i) For staff in the Professional and higher categories, on the basis of the staff member's net base salary and post adjustment applicable to his or her last duty station before separation;

(ii) For staff in the General Service and related categories, on the basis of the staff member's gross salary, including language allowance and non-resident's allowance, if any, less staff assessment according to the schedule of rates set forth in paragraph (ii) of schedule III of the Staff Regulations applied to the gross salary alone.

Rule 110.09 Restitution of Advance Annual and Sick Leave

Upon separation from service, a staff member who has taken advance annual leave or sick leave beyond that which he or she has subsequently accrued shall make restitution for such advance leave by means of a cash refund or an offset against monies due to the staff member from the Organization, equivalent to the remuneration received, including allowances and other payments, in respect of the advance leave period. This requirement may be waived by the Director-General in exceptional or compelling circumstances.

Rule 110.10 Last Day for Pay Purposes

(a) When a staff member is separated from service, the date on which entitlement to salary, allowances and benefits shall cease shall be determined according to the following provisions:

- (i) Upon resignation, the date shall be either the date of expiration of the notice period under rule 110.01 or such other date as the Director-General accepts. Staff members will be expected to perform their duties during the period of notice of resignation, except when the resignation takes effect upon the completion of maternity leave or following sick leave or special leave. Annual leave will be granted during the notice of resignation only for brief periods;
- (ii) Upon expiration of a fixed-term appointment, the date shall be the date specified in the letter of appointment;
- (iii) Upon termination, the date shall be the date provided in the notice of termination;
- (iv) Upon retirement, the date shall be the date approved by the Director-General for retirement;
- (v) In the case of summary dismissal, the date shall be the date of dismissal;
- (vi) In the case of death, the date on which entitlement to salary, allowances and benefits shall cease shall be the date of death, except in the case of staff members who die in service while holding an appointment of at least one year or having completed at least one year's service and who are survived by a spouse or dependent child. In this event, the date shall be determined in accordance with the following schedule:

Completed years of service (As defined in rule 110.07)	Months of extension beyond date of death
3 or less	3
4	4
5	5
6	6
7	7
8	8
9 or more	9

Payment related to the period of extension beyond the date of death may be made in a lump sum as soon as the pay accounts and related matters can be closed. Such payment shall be made only to the surviving spouse and dependent children. For staff in the Professional and higher categories, the payment shall be calculated on the basis of the staff member's gross salary less staff assessment according to the schedule of rates set forth in paragraph (i) of schedule III of the Staff Regulations applied to the gross salary. For staff in the General Service and related categories, the payment shall be calculated on the basis of the staff member's gross salary, including language allowance and non-resident's allowance, if any, less staff assessment according to the schedule of rates set forth in paragraph (ii) of

schedule III of the Staff Regulations applied to the gross salary alone. All other entitlements and accrual of benefits shall cease as of the date of death.

(b) When an internationally recruited staff member exercises an entitlement to return travel, the last day for pay purposes shall be the date established under subparagraphs (a)(i), (ii) or (iii) above or the estimated date of arrival at the place of entitlement, whichever is later. The estimated date of arrival shall be determined on the basis of the time it would take to travel without interruption by an approved route and mode of direct travel from the duty station to the place of entitlement, the travel commencing no later than the day following the date established under paragraph (a) above.

Rule 110.11
Repatriation Grant

The repatriation grant payable to staff members whom the Organization is obligated to repatriate under staff regulation 10.8 and schedule V of the Staff Regulations shall be paid according to the provisions set forth in appendix I to the Staff Rules.

Rule 110.12
Certification of Service

Any staff member who so requests shall, on leaving the service of the Organization, be given a statement relating to the nature of his or her duties and the length of service. On the staff member's written request, the statement shall also refer to the quality of his or her work and his or her official conduct.

Rule 110.13
End-of-Service Allowance

Staff members in the General Service category may be paid an end-of-service allowance in accordance with the terms and conditions set forth in Appendix O to these Staff Rules. In cases where the staff member is eligible for payment of a termination indemnity in line with Rule 110.07 as well as the end-of-service allowance, the staff member shall be granted either of the payments, whichever yields a greater amount.

Chapter XI - Disciplinary Measures

Rule 111.01 Joint Disciplinary Committee

A Joint Disciplinary Committee is established and shall be available to advise the Director-General in disciplinary cases involving staff members of the Organization. Provisions governing the composition and procedure of the Joint Disciplinary Committee are set out in appendix J to the Staff Rules.

Rule 111.02 Breaches of Conduct

(a) Failure to meet the highest standards of integrity, unsatisfactory conduct or misconduct referred to in staff regulation 11.2 shall extend, but not be limited, to conduct incompatible with the staff member's duties and obligations under staff regulations 1.1 to 1.7.

(b) The conduct expected from an international civil servant as described in the Standards of Conduct for the International Civil Service prepared by the International Civil Service Commission, will generally serve as a basis for the consideration by the Director-General of what would constitute failure to meet the highest standards of integrity, unsatisfactory conduct or misconduct referred to in staff regulation 11.2.

Rule 111.03 Disciplinary Measures

(a) Disciplinary measures referred to in staff regulation 11.2 shall consist of written censure, suspension without pay, demotion or dismissal for misconduct, provided that suspension pending investigation under rule 111.04 shall not be considered a disciplinary measure.

(b) Except in cases of serious misconduct requiring summary dismissal, no staff member shall be subject to disciplinary measures until the matter has been referred for advice to the Joint Disciplinary Committee, provided that referral to the Joint Disciplinary Committee may be waived by agreement of the staff member concerned and the Director-General.

(c) Written censure shall be authorized by the Director-General and shall be distinguished from a reprimand of a staff member by a supervisory official. Such reprimand shall not be deemed to be a disciplinary measure within the meaning of this rule.

Rule 111.04
Suspension Pending Investigation

If a charge of misconduct is made against a staff member and the Director-General considers that there is prima facie evidence of the staff member's misconduct and that the staff member's continuance in service would prejudice the interests of the Organization, the staff member may be suspended from duty pending investigation. Such suspension shall be with pay unless, in exceptional circumstances, the Director-General decides that suspension without pay is appropriate. The suspension shall be without prejudice to the rights of the staff member under the Staff Regulations and Staff Rules.

Chapter XII - Appeals

Rule 112.01 Joint Appeals Board

(a) A Joint Appeals Board shall be established at Headquarters to consider and advise the Director-General regarding appeals filed by staff members under the terms of staff regulation 12.1 against an administrative decision in which the staff member alleges the non-observance of his or her terms of appointment, including all pertinent regulations and rules, or against disciplinary action.

(b) Provisions governing the composition and procedure of the Joint Appeals Board are set out in appendix K to the Staff Rules.

Rule 112.02 Procedure for Initiating an Appeal

(a) A serving or former staff member who wishes to appeal an administrative decision under the terms of regulation 12.1, shall, as a first step, address a letter to the Director-General, requesting that the administrative decision be reviewed. Such a letter must be sent within 60 days from the date the staff member received notification of the decision in writing.

(b) (i) If the staff member wishes to make an appeal against the answer received from the Director-General, the staff member shall submit his or her appeal in writing to the Secretary of the Joint Appeals Board within 60 days from the date of receipt of the answer;

(ii) If no reply has been received from the Director-General within 60 days from the date the letter was sent to the Director-General, the staff member may, within the following 30 days, submit his or her written appeal against the original administrative decision to the Secretary of the Joint Appeals Board; alternatively, the staff member may, within the following 90 days, apply directly to the Administrative Tribunal of the International Labour Organisation in accordance with the provisions of its Statute.

(c) An appeal against the Director-General's decision on disciplinary action shall be addressed to the Secretary of the Joint Appeals Board within one month of the date on which the staff member received notification of the decision in writing.

(d) The filing of an appeal with the Joint Appeals Board shall not have the effect of suspending action on an administrative decision that is the subject of the appeal. However, upon request of the staff member, the Board may, after a preliminary hearing, recommend to the Director-General the suspension of action on that decision; the Director-General's decision on such a recommendation is not subject to any appeal.

Rule 112.03
Administrative Tribunal

(a) Staff members shall have the right of further appeal against administrative decisions by applying to the Administrative Tribunal of the International Labour Organisation in accordance with the provisions of the Statute of the Tribunal.

(b) An application to the Tribunal shall not be receivable unless the applicant has previously submitted the dispute to the Joint Appeals Board under rule 112.01 and the Board has communicated its opinion to the Director-General, except where the circumstances described in rule 112.02(b)(ii) obtain.

Chapter XIII - General Provisions

Rule 113.01 Gender of Terms

In the French text of these rules reference to staff members in the masculine gender shall apply to staff members of both sexes, unless clearly inappropriate from the context.

Rule 113.02 Amendment of, and Exceptions to, Staff Rules

(a) These rules may be amended by the Director-General in a manner consistent with the Staff Regulations.

(b) Exceptions to these rules may be made by the Director-General, provided that such exception is not inconsistent with any staff regulation or other decision of the General Conference or the Industrial Development Board and provided further that it is agreed to by the staff member directly affected and is, in the opinion of the Director-General, not prejudicial to the interests of any other staff member or group of staff members.

(c) The present rules may be amplified by administrative instructions issued by the Director, Personnel Services Division, in consultation with the Deputy Director-General, Department of Administration, or the Director-General, as appropriate.

Rule 113.03 Provisional Nature of Staff Rules and Amendments

(a) These rules and any amendments thereto shall be provisional until the following requirements have been met:

(i) The full text of provisional staff rules and amendments thereto shall be reported annually to the Industrial Development Board by the Director-General. Should the Board find that such a rule and/or amendment is inconsistent with the intent or purpose of the Staff Regulations, it may direct that the rule and/or amendment be withdrawn or modified;

(ii) The provisional rules and amendments reported by the Director-General, taking into account such modifications and/or deletions that may be directed by the Industrial Development Board, shall enter into force and effect on 1 January following the year in which the report is made to the Board.

(b) Staff rules shall not give rise to acquired rights within the meaning of staff regulation 13.1 while they are provisional.

Rule 113.04
Effective Date and Authentic Texts of Rules

Except as otherwise indicated and subject to the provisions of rule 113.03, rules 100.01 to 113.04 as published in the present revised edition shall be effective from 1 July 1990. The English and French texts of these rules are equally authoritative.

Annex - Sample Letters of Appointment

I. Sample Letter of Fixed-Term Appointment

To:

You are hereby offered a FIXED-TERM APPOINTMENT in the Secretariat of the United Nations Industrial Development Organization, in accordance with the terms and conditions specified below, and subject to the provisions of the Staff Regulations and Staff Rules, together with such amendments as may be made thereto. This appointment is offered on the basis, inter alia, of your certification of the accuracy of the information provided by you on the personal history form. A copy of the Staff Regulations and Staff Rules is transmitted herewith.

1. INITIAL ASSIGNMENT

Function: Department or Office:
Category: Level:
Official Duty Station:

Assessable Salary:

\$, rising, subject to satisfactory service to
\$, in accordance with the schedule of increments for
this category and level set out in the Staff Regulations and Staff
Rules.

Effective Date of Appointment:

2. ALLOWANCES

The salary shown above does not include any allowances to which you may be entitled.

3. TENURE OF APPOINTMENT

This temporary appointment is for a fixed term of
from the effective date of appointment shown above.
It therefore expires on

A Fixed-term Appointment may be terminated prior to its expiration date in accordance with the relevant provisions of the Staff Regulations and Staff Rules, in which case the Director-General will give 30 days' written notice.

Should your appointment be thus terminated, the Director-General will pay such indemnity as may be provided for under the Staff Regulations and Staff Rules. There is no entitlement to either a period of notice or an indemnity payment in the event of summary dismissal for serious misconduct. The Fixed-term Appointment does not carry any expectancy of renewal or of conversion to any other type of appointment in the Secretariat of the United Nations Industrial Development Organization.

4. INFORMATION NOTE

Your attention is drawn, in particular, to the Staff Regulations and Staff Rules relating to the Staff Assessment Plan and to the United Nations Joint Staff Pension Fund.

5. SPECIAL CONDITIONS

[The following condition is to be inserted, where applicable:

"This appointment shall be subject to a period of probationary service, which is normally for one year. At the end of the probationary service, the appointment will be either confirmed or terminated."]

Date

Director, Personnel Services Division
on behalf of the Director-General

To: Director, Personnel Services Division

I hereby accept the appointment described in this letter, subject to the conditions therein specified and to those laid down in the Staff Regulations and the Staff Rules. I have been made acquainted with these Regulations and Rules, a copy of which has been transmitted to me with this letter of appointment.

Date

Staff

member

II. Sample Letter of Permanent Appointment

To:

You are hereby offered a PERMANENT APPOINTMENT in the Secretariat of the United Nations Industrial Development Organization, in accordance with the terms and conditions specified below, and subject to the provisions of the Staff Regulations and Staff Rules, together with such amendments as may be made thereto. This appointment is offered on the basis, inter alia, of your certification of the accuracy of the information provided by you on the personal history form.

1. INITIAL ASSIGNMENT

Function: Department or Office:

Category: Level:

Official Duty Station:

Assessable Salary:

\$, rising, subject to satisfactory service to
\$, in accordance with the schedule of increments for
this category and level set out in the Staff Regulations and Staff
Rules.

Effective Date of Appointment:

2. ALLOWANCES

The salary shown above does not include any allowances to which you may be entitled.

3. TENURE OF APPOINTMENT

A permanent appointment may be terminated by the Director-General upon not less than three months' written notice in accordance with the relevant provisions of the Staff Regulations and Staff Rules. Should your appointment be terminated, the Director-General will pay such indemnity as may be provided for under the Staff Regulations and Staff Rules.

There is no entitlement to either a period of notice or an indemnity payment in the event of summary dismissal for serious misconduct.

4. INFORMATION NOTE

Your attention is drawn, in particular, to the Staff Regulations and Staff Rules relating to the Staff Assessment Plan and to the United Nations Joint Staff Pension Fund.

5. SPECIAL CONDITIONS

Date

Director, Personnel Services Division
on behalf of the Director-General

To: Director, Personnel Services Division

I hereby accept the appointment described in this letter, subject to the conditions therein specified and to those laid down in the Staff Regulations and the Staff Rules.

Date

Staff

Member

Appendices

- Appendix A - Salary Scales for General Service and Related Categories and General Service Dependency Rates
- Appendix B - Conditions Governing Local Recruitment, Overtime Compensation and Night Differential
- Appendix C - Scale of Remuneration for Professional and Higher Categories
- Appendix D - Compensation in the Event of Death, Injury or Illness
- Appendix E - Education Grant
- Appendix F - Home Leave
- Appendix G - Official Travel
- Appendix H - Transportation of Personal Effects and Household Goods
- Appendix I - Repatriation Grant
- Appendix J - Joint Disciplinary Committee
- Appendix K - Joint Appeals Board
- Appendix L - Classification Appeals Committees
- Appendix M - Staff Performance Appraisal System
- Appendix N - [Assignment Grant Mobility Incentive,] Hardship Allowance, Non-Family Service Allowance and Mobility Incentive
- Appendix O - End-of-Service Allowance

Appendix A

SALARY SCALES FOR GENERAL SERVICE AND RELATED CATEGORIES SHOWING ANNUAL GROSS,
GROSS PENSIONABLE AND NET SALARY AFTER APPLICATION OF STAFF ASSESSMENT
(Euros)

Effective 1 November 2015

		S T E P S											
		I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII*
G-1	Gross	30 540	31 539	32 559	33 599	34 638	35 677	36 716	37 755	38 795	39 834	40 873	41 912
	Gross pens.	30 017	31 019	32 021	33 022	34 024	35 024	36 027	37 029	38 031	39 032	40 035	41 035
	Net	24 156	24 925	25 694	26 463	27 232	28 001	28 770	29 539	30 308	31 077	31 846	32 615
G-2	Gross	35 588	36 793	37 999	39 204	40 409	41 615	42 820	44 026	45 231	46 436	47 642	48 909
	Gross pens.	34 941	36 100	37 259	38 418	39 576	40 734	41 893	43 053	44 210	45 368	46 526	47 686
	Net	27 935	28 827	29 719	30 611	31 503	32 395	33 287	34 179	35 071	35 963	36 855	37 747
G-3	Gross	41 507	42 905	44 304	45 703	47 101	48 536	50 036	51 536	53 036	54 536	56 036	57 536
	Gross pens.	40 630	41 976	43 318	44 662	46 006	47 350	48 694	50 037	51 380	52 723	54 171	55 571
	Net	32 315	33 350	34 385	35 420	36 455	37 490	38 525	39 560	40 595	41 630	42 665	43 700
G-4	Gross	48 399	50 133	51 868	53 603	55 338	57 072	58 807	60 542	62 277	64 012	65 746	67 481
	Gross pens.	47 221	48 776	50 333	51 903	53 522	55 141	56 760	58 379	59 997	61 617	63 233	64 853
	Net	37 395	38 592	39 789	40 986	42 183	43 380	44 577	45 774	46 971	48 168	49 365	50 562
G-5	Gross	56 894	58 901	60 909	62 916	64 923	66 930	68 938	70 945	72 952	74 959	76 967	78 974
	Gross pens.	54 984	56 853	58 724	60 595	62 465	64 335	66 206	68 075	69 946	71 816	73 687	75 557
	Net	43 257	44 642	46 027	47 412	48 797	50 182	51 567	52 952	54 337	55 722	57 107	58 492
G-6	Gross	66 742	69 062	71 383	73 703	76 023	78 343	80 664	82 984	85 304	87 625	89 945	92 265
	Gross pens.	64 165	66 328	68 490	70 653	72 815	74 976	77 140	79 452	81 768	84 089	86 409	88 728
	Net	50 052	51 653	53 254	54 855	56 456	58 057	59 658	61 259	62 860	64 461	66 062	67 663
G-7	Gross	78 130	80 819	83 507	86 196	88 884	91 572	94 261	96 949	99 638	102 326	105 014	107 703
	Gross pens.	74 783	77 291	79 980	82 666	85 353	88 041	90 729	93 416	96 102	98 790	101 476	104 163
	Net	57 910	59 765	61 620	63 475	65 330	67 185	69 040	70 895	72 750	74 605	76 460	78 315

*Long-service step

The qualifying criteria for in-grade increase from step XI to step XII are as follows:

- (a) The staff member should have had at least 20 years of service within the United Nations common system and five years of service at step XI of the current grade;
- (b) The staff member's service should have been satisfactory.

Language allowance: for the first additional language, 1,651 euros per year net, for the second additional language, 825 euros (to be included in pensionable remuneration).

Increment: Salary increments within the levels shall be awarded annually, on the basis of satisfactory service.

Non-resident's allowance: 1,889 euros per year net (to be included in pensionable Remuneration) for eligible staff appointed prior to 1 September 1983 and nil thereafter for staff serving in Vienna.

Appendix A (continued)

Dependency allowances:

Dependent Child	Euro net per annum			
	1 st child	2 nd child	3rd child	4th and each additional child
Under 3	2,323	2,477	2,743	2,924
3 and over	2,404	2,564	2,831	3,011
10 and over	2,629	2,783	3,049	3,229
19 and over	2,891	3,044	3,311	3,491

Dependent spouse..... 597 euros per annum

Additional allowance for first child of single, widowed,
divorced or legally separated parent..... 494 euros per annum

Secondary dependant 174 euros per annum

The secondary dependant allowance for a dependent parent, brother or sister was abolished as of 1 July 1981. Payment will be maintained, however, for staff members already in receipt of this allowance prior to 1 July 1981 who are otherwise eligible.

Appendix B

Conditions Governing Local Recruitment, Overtime Compensation and Night Differential

Local recruitment

Pursuant to rules 103.06 and 103.07

(a) The following staff members in the General Service category shall be regarded as having been locally recruited in accordance with staff rule 103.06 and shall not be eligible for international benefits as provided under staff rule 103.07:

(i) Nationals of Austria and persons who have been granted permanent residence in Austria;

(ii) Persons whose presence in Austria is due to the employment or permanent residence of the spouse;

(iii) Persons who at the time of their appointment have been living in Austria for more than one year or have been gainfully employed in Austria for a total of 6 months or more during the 12 months preceding their appointment, it being understood that:

a. Intermittent temporary departure shall not be considered to have interrupted the stay or employment;

b. Presence due to employment on a recognized international basis will not be taken into account in determining eligibility for international recruitment. For the purpose of this appendix, employment on a recognized international basis means employment with the United Nations, a specialized agency or International Atomic Energy Agency, embassies, consulates, government missions and governmental international organizations, if the person has been granted the benefits stipulated by the employer for internationally recruited staff. Presence due to employment with a business concern will be considered individually;

(iv) Persons recruited to serve in posts normally filled locally.

(b) A staff member regarded as having been locally recruited under subparagraph a (iv) above and who is not excluded from eligibility for international benefits under subparagraphs (a)(i) to (iii) above shall be considered as having been internationally recruited and shall be eligible for the allowances and benefits provided in staff rule 103.07, if he or she is reassigned, after an appropriate examination, to a post within the General Service category that otherwise, in the opinion of the Director-General, would have to be filled by recruitment from outside Austria.

Overtime compensation

(c) Pursuant to staff rule 106.20, staff members in the General Service category or in the Manual Worker category who are required to work overtime shall be given compensatory time off, or may receive additional payment in accordance with the following provisions:

(i) Overtime means time worked in excess of the basic work week on the instructions of the proper authority;

(ii) Work in excess of the basic work week performed between 0600 hours and 2000 hours on any of the five scheduled work days is regular overtime;

(iii) Work in excess of the basic work week performed after 2000 hours or before 0600 hours on a scheduled work day, on the sixth or seventh day of the work week, or on an official holiday, is special overtime. However, the Director-General may require all staff members at Headquarters to work on a holiday that falls during a period of exigency. In that event the Director-General shall set another working day to be observed as the holiday and the holiday falling during the period of exigency shall be treated as a normal working day.

(d) Compensation for overtime shall be reckoned to the nearest one half-hour; overtime of less than one half-hour on any day during the basic work week shall be disregarded.

(e) Except as provided in paragraph (f) below, compensation for overtime shall take the form of compensatory time off with regular overtime compensated by equal time off and special overtime by time and one half. Subject to the exigencies of the service, compensatory time off will be granted within four months following the month in which it is earned. When a staff member has compensatory time off to his or her credit at the end of a calendar month, any absence during that month not charged to sick leave or official holiday shall be charged first to his or her compensatory time off.

(f) Overtime may be compensated by an additional payment in the following circumstances:

(i) The first eight hours of special overtime worked during one month shall be so compensated unless the staff member concerned requests that compensatory time off be granted;

(ii) When it is not possible to give compensatory time off due to the exigencies of the service.

(g) The additional payment for overtime shall be calculated on the basis of the aggregate of the hourly rate of the staff member's base salary and language allowance and non-resident's allowance. Payment shall be at one-and-one-half times the rate for regular overtime and twice the rate for special overtime.

(h) In the interest of the health of the staff and the efficiency of the service, supervisors shall not require a staff member to work more than 40 hours of overtime during any one month except where unusual exigencies of the service so require.

(i) The Director-General may prescribe special conditions and rates of overtime for groups of staff whose duties are normally performed according to a schedule other than the five-day basic work week or whose scheduled normal hours of work differ considerably from those of the majority of the staff.

Night differential

(j) Pursuant to rule 106.21, a staff member shall receive, for any regular working hours between 2000 hours and 0600 hours, a night differential at the rate of 15 per cent of step VI of the salary level for staff in the General Service and Manual Worker categories and at the rate of 10 per cent of the aggregate of the net salary and post adjustment of staff in the Professional and higher categories.

(k) Payments shall be reckoned to the nearest hour, and work periods of less than one half-hour shall not be taken into consideration.

Appendix C (100 series)

SCALE OF PENSIONABLE REMUNERATION FOR THE PROFESSIONAL AND HIGHER CATEGORIES

(For purposes of pension benefits and pension contributions)
(in United States dollars)

Effective 1 February 2013

LEVEL	STEPS														
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII	XIII	XIV	XV
D-2	231 676	236 943	242 208	247 468	252 732	257 995									
D-1	210 577	214 896	219 215	223 524	227 842	232 374	237 003	241 629	246 248						
P-5	175 226	178 897	182 568	186 245	189 915	193 588	197 258	200 934	204 605	208 278	211 951	215 632	219 569		
P-4	143 031	146 571	150 103	153 637	157 180	160 711	164 248	167 788	171 321	174 854	178 387	181 935	185 465	189 002	192 540
P-3	117 554	120 559	123 558	126 554	129 559	132 557	135 557	138 562	141 702	144 985	148 264	151 543	154 825	158 104	161 384
P-2	96 441	99 131	101 810	104 495	107 179	109 862	112 545	115 226	117 913	120 597	123 276	125 962			
P-1	75 099	77 684	80 261	82 838	85 419	87 995	90 580	93 155	95 735	98 313					

Appendix D

Compensation in the Event of Death, Injury or Illness

SECTION I. APPLICABILITY

Article 1. Applicability

(a) These rules shall apply to all staff members of the United Nations Industrial Development Organization, hereinafter referred to as the "Organization" appointed by the Director-General except as provided in paragraph (b) of this article.

(b) The Director-General may, in appropriate cases, arrange for the coverage of staff members who are locally recruited under an applicable national social security scheme, in which case the provisions of these rules shall not apply to such staff members.

(c) These rules shall not apply to persons under contract with the Organization by special service agreements, unless otherwise expressly provided by the terms of their appointment.

SECTION II. PRINCIPLES OF AWARD AND GENERAL PROVISIONS

Article 2. Principles of award

The following principles and definitions shall govern the operation of these rules:

(a) Compensation shall be awarded in the event of death, injury or illness of a staff member which is attributable to the performance of official duties on behalf of the Organization, except that no compensation shall be awarded when such death, injury or illness has been occasioned by:

- (i) The wilful misconduct of any such staff member; or
- (ii) Any such staff member's wilful intent to bring about the death, injury or illness of himself or another;

(b) Without restricting the generality of paragraph (a), death, injury or illness of a staff member shall be deemed to be attributable to the performance of official duties on behalf of the Organization in the absence of any wilful misconduct or wilful intent when:

- (i) The death, injury or illness resulted as a natural incident of performing official duties on behalf of the Organization; or
- (ii) The death, injury or illness was directly due to the presence of the staff member, in accordance with an assignment by the Organization, in an area involving special hazards to the staff member's health or security, and occurred as the result of such hazards; or

- (iii) The death, injury or illness occurred as a direct result of travelling by means of transportation furnished by or at the expense or direction of the Organization in connection with the performance of official duties; provided that the provisions of this subparagraph shall not extend to private motor vehicle transportation sanctioned or authorized by the Organization solely on the request and for the convenience of the staff member;
- (c) Compensation with respect to a child shall be paid until the end of the month in which the child reaches eighteen years of age; provided that if the child is in full-time attendance at a school, university or other post-secondary educational institution or is totally disabled, compensation shall be continued until the end of the month in which the child reaches twenty-one years. The Director-General may extend these age limits in the case of a child whose disability is total and where failure to grant an extension would cause a severe hardship;
- (d) "Dependants" shall mean and include only: a spouse, dependent child, dependent parent, dependent brother or dependent sister;
- (e) "Pensionable remuneration" shall have the meaning assigned thereto under article 54 of the Regulations and Rules of the United Nations Joint Staff Pension Fund provided, however, that where the staff member claiming under these rules was not a participant in the Joint Staff Pension Fund at the date of his or her death, injury or illness, "pensionable remuneration" shall in his or her case mean that remuneration which, had the staff member been a participant, would have been considered as the staff member's pensionable remuneration at that date.

Article 3. Sole compensation

The compensation payable under these rules shall be the sole compensation to which any staff member or his or her dependants shall be entitled in respect of any claim falling within the provisions of these rules.

Article 4. Relation to benefits under the United Nations Joint Staff Pension Fund

Compensation awarded under these rules is intended to supplement benefits awarded under the Regulations and Rules of the United Nations Joint Staff Pension Fund.

4.1: (a) Subject to the provisions of paragraph (b) of this article, there shall be deducted from any compensation payable under articles 10.2, 11.1(c) and 11.2(d) of these rules the amount of all benefits paid to the staff member or to persons entitled through the staff member under the Regulations and Rules of the United Nations Joint Staff Pension Fund, provided that such benefits have become payable as a result of the same death, injury or illness which gave rise to the entitlement to compensation under these rules;

(b) Deductions made under paragraph (a) above shall in no case have the effect of reducing the compensation otherwise payable under articles 10.2, 11.1(c) and 11.2(d) to less than 10 per cent thereof, provided always that the total annual amount payable both under these articles and under the Regulations and Rules of the United Nations Joint Staff Pension Fund does not exceed the final pensionable remuneration of the staff member plus the annual dependency allowances to which he or she was entitled at the date of the cessation of his or her employment.

4.2: When periodic benefits paid under the Regulations and Rules of the United Nations Joint Staff Pension Fund are adjusted after award in respect of variations in cost of living, annual compensation paid under articles 10.2, 11.1(c) and 11.2(d) of these rules shall similarly be adjusted.

Article 5. Relation to non-UNIDO compensation payments or entitlements

In determining the amount of compensation under these rules, the Director-General may take into account any compensation payment or benefits under governmental, institutional or industrial schemes for which the staff member or his or her dependants may qualify; provided that this article shall not operate to reduce compensation payments under these rules below the level prescribed therein. No account shall be taken in determining the amount of compensation of commercial insurance carried by the staff member and of which the staff member or his or her dependants may be the beneficiaries.

Article 6. Claims against third parties

(a) If a death, injury or illness for which compensation may be awarded under these rules is caused in circumstances which, in the opinion of the Director-General, create a legal liability in a third person to pay damages therefor, either to the staff member or to another person who is entitled to compensation under these rules in respect of the death, injury or illness, the Director-General may, as a condition to granting such compensation, require the staff member or other such person entitled to compensation to assign to the Organization any right of action to enforce such liability, or to participate with the Organization in prosecuting such action;

(b) The staff member or such person shall furnish the Organization with such data and evidence as may be available to him or her for prosecuting such action and render the Organization all other assistance which may be required for prosecuting such action. The staff member or such person shall not settle any claim or action against such third person without the consent of the Organization, but the Organization shall be entitled to settle or require the staff member or such person to settle any claim or action against such third person upon such terms as seem reasonable to the Organization;

(c) If the staff member or such person, or the staff member or such person and the Organization prosecute to judgement or settle any claim against such third person or make any settlement of such claim, the proceeds derived therefrom shall be used (i) to defray the costs of the suit or settlement, including reasonable attorney fees, and (ii) to

reimburse the Organization for any compensation including expenses of medical services provided under these rules with respect to the death, injury or illness. The balance, if any, shall be paid over to the staff member or such person and the Organization's liability under these rules shall to that extent be reduced.

Article 7. Non-assignment

A person who may be entitled to compensation under these rules may not assign his or her rights under these rules to another person.

Article 8. Minors

All awards of compensation required to be made to minors under these rules shall be paid to, or for the benefit of, such minors. The Director-General may require the appointment of a guardian in any such case.

Article 9. Reopening of cases

The Director-General, on his own initiative or upon the request of a person entitled to or claiming to be entitled to compensation under these rules, may reopen any case under these rules, and may, where the circumstances so warrant, amend in accordance with these rules any previous award with respect to future payments.

SECTION III. COMPENSATION PAYMENTS

Article 10. Death

In the event of the death of a staff member, or of a former staff member, which is attributable to the performance of official duties on behalf of the Organization, the following provisions shall apply:

10.1: In addition to any compensation payable under 10.2 below, the Organization shall pay:

- (a) A reasonable amount for the preparation of the remains and funeral expenses;
- (b) The expense of return transportation of the deceased staff member and his dependants either:
 - (i) To the place where the Organization would have had an obligation to return the staff member on separation; or
 - (ii) In cases where the staff member was serving on an official assignment away from his duty station at the date of his death, to the place of his official duty station; or

(iii) To another place provided that the maximum expense borne by the Organization shall not exceed the amount under subparagraph (i);

(c) All reasonable medical, hospital and directly related costs.

10.2: (a) The Organization shall pay to the deceased staff member's surviving spouse and/or other dependants the compensation specified hereunder, provided that the total annual compensation so payable shall not exceed two thirds of the final annual pensionable remuneration of the staff member plus the annual dependency allowances to which he or she was entitled at the date of death;

(b) There shall be paid to the deceased staff member's surviving spouse an annual compensation until death or remarriage equal to two fifths of the staff member's final annual pensionable remuneration, provided that:

(i) If the amount so calculated is less than \$US 2,200 per annum, it shall be increased to either \$US 2,200 per annum or to twice the amount first calculated, whichever is the smaller;

(ii) If the deceased staff member leaves more than one spouse, the annual compensation payable under this paragraph shall be divided equally among the spouses. Upon the death or remarriage of one such spouse, her share shall be divided among the remainder;

(iii) Upon remarriage of the spouse a lump sum equivalent to two years' compensation under this paragraph shall be paid to the spouse except in cases where compensation was paid under article 10.2(b)(ii);

(c) There shall be paid to each unmarried child of the deceased staff member, during such time as he or she qualifies for a child's compensation under article 2(c), the following annual compensation:

(i) If there is a surviving spouse of the staff member, an annual compensation equal to one third of the compensation which would have been payable to the staff member under article 11.1(c) had he or she been totally incapacitated, provided that the compensation for each child shall not be less than \$US 300 per annum and shall not exceed \$US 1,000 per annum and that the total compensation payable in respect of the children of one staff member shall not exceed \$US 3,000 per annum;

(ii) If, or at such time as, there is no surviving spouse of the staff member, the annual child's compensation under article 10.2(c)(i) shall be increased by an amount equivalent to one half of the spouse's compensation under article 10.2(b) where there is only one child qualifying for compensation, and by the full amount of the spouse's compensation under article 10.2(b) where there are two or more children qualifying for compensation, provided always that the total children's compensation payable under this provision shall be divided in equal shares among

all the children entitled, and shall be recalculated at such times as any one of such children ceases to qualify under article 2(c);

(d) If there is no surviving spouse or child of the deceased staff member to whom compensation is payable under article 10.2(b) or (c) but the staff member is survived by a dependent mother or father or brother or sister in respect of whom a dependency allowance was being paid at the date of the death of the staff member, then, subject to the provision of article 10.2(f), annual compensation shall be payable as follows:

(i) A dependent mother or dependent father shall receive a spouse's compensation in the same amount and subject to the same conditions as provided for under article 10.2(b), except only that, in the event of the remarriage of the dependent mother or father, the Director-General may, if he or she deems fit, continue the payment of the compensation;

(ii) A dependent brother or dependent sister shall receive, during such time as he or she is a child within the meaning of article 2(c), a child's compensation in the same amount and subject to the same conditions as provided for under article 10.2(c)(i);

(e) Where the annual compensation payable under the preceding provisions of article 10.2 is less than two thirds of the staff member's final annual pensionable remuneration, plus the dependency allowances which were paid by the Organization at the cessation of the staff member's employment, and the staff member had other dependants (as defined in article 2(d)) at the date of his or her death in respect of whom no compensation is payable under the preceding provisions of article 10.2, then, subject to the provision of article 10.2(f), such dependants may be awarded a lump-sum payment, the amount of which shall be determined by the Director-General and shall not exceed the equivalent of twice the staff member's final annual pensionable remuneration or \$US 10,000, whichever is smaller. Where two or more dependants qualify under this subparagraph, the Director-General may allocate compensation between them in such manner as appears to him fair and equitable;

(f) Where a dependent parent or dependent brother or dependent sister is awarded compensation under article 10.2(d), and an additional parent or one or more additional dependent brothers and/or dependent sisters are awarded compensation under article 10.2(e), the total compensation so awarded under both paragraphs, when added together (on the basis of such conversion tables as may be established by the Director-General for this purpose), shall be subject to the maximum limitation set out in article 10.2(a) above, and may, if the Director-General so decides, be divided between the dependants to whom such compensation is payable in such manner as he or she deems fair and equitable, and in the form of either annual or lump-sum payments.

Article 11. Injury or illness

In the event of an injury or illness of a staff member, or of a former staff member, which is attributable to the performance of official duties on behalf of the Organization, the following provisions shall apply:

11.1: In the case of injury or illness resulting in disability which is determined by the Director-General to be total, and whether or not the staff member is continued in the employment of the Organization or is separated:

(a) The Organization shall pay all reasonable medical, hospital and directly related costs;

(b) Without prejudice to the staff member's entitlements under other provisions of the Staff Regulations and Rules, the salary and allowances which the staff member was receiving at the date on which he or she last attended at duty (but not including special post allowance under Staff Rule 106.12) shall continue to be paid to the staff member until either:

(i) He or she returns to duty; or

(ii) If, by reason of his or her disability, the staff member does not return to duty, then until the date of the termination of his appointment or the expiry of one calendar year from the first day of absence resulting from the injury or illness, whichever is the later, provided, however, that if the staff member dies before the expiry of such period, the payments shall cease on the date of death;

(c) Immediately following the date on which salary and allowances cease to be payable under the Staff Regulations and Rules applicable, including paragraph (b) of this article, and for the duration of the staff member's total disability, he or she shall receive annual compensation payments equivalent to two thirds of his or her final pensionable remuneration plus one third of such annual rate in respect of each unmarried child of the staff member qualifying under article 2(c), subject always to the successive application of the three limitations set out below:

(i) Payments in respect of each such child shall not be less than \$US 300 per annum and shall not exceed \$US 1,000 per annum and the total compensation payable in respect of the children of one staff member shall not exceed \$US 3,000 per annum;

(ii) The total annual compensation payments under article 11.1(c) shall not be less than the smaller of the following two amounts:

(A) The pensionable remuneration applicable to the first step of the lowest General Service level at the last duty station of the staff member, plus \$US 300 for each of his or her dependants in respect of whom a dependency allowance was payable; or

(B) The maximum amount specified in article 11.1(c)(iii);

(iii) The total annual compensation payments under article 11.1(c) shall not exceed the amount of the final annual pensionable remuneration of the staff member plus the annual dependency allowances to which he or she was entitled at the date of the cessation of his or her employment.

11.2: In the case of injury or illness resulting in disability which is determined by the Director-General to be partial:

(a) The Organization shall pay all reasonable medical, hospital and directly related costs, whether or not the staff member remains in the employment of the Organization;

(b) The provisions of article 11.1(b) shall apply:

(i) During such time as the staff member is incapacitated by the injury or illness from the performance of his or her official duties; and

(ii) Whenever the disability of the staff member results in the termination of his or her appointment on the ground that the staff member is for reasons of health incapacitated for further service;

(c) Where, as a result of partial disability, a staff member who remains in the employment of the Organization is reassigned to a post at a lower salary level than that held prior to the injury or illness;

(i) Compensation shall be paid at an annual rate equal to two thirds of the difference between the gross salary rate before reassignment and the gross salary rate at which the staff member is reassigned. This compensation shall be added to the latter gross salary, and the whole shall be subject to staff assessment under staff regulation 6.8, and shall be included in the salary element of pensionable remuneration under Staff Rule 106.06;

(ii) The payment of compensation under article 11.2(c)(i) shall not affect the salary increments applicable to the lower salary level at which the staff member is reassigned, provided, however, that where the amount of the salary, including increments, payable to the staff member subsequently rises to an amount which, when added to the compensation payable under article 11.2(c)(i), exceeds the level of salary, including increments, which the staff member would have received had he or she remained in the grade held at the time of the injury or illness, then the Director-General may make appropriate reduction or reductions in the compensation payable;

(d) Where, upon the separation of a staff member from UNIDO, it is determined that he or she is partially disabled as a result of the injury or illness in a manner which adversely affects the staff member's earning capacity, he or she shall be entitled to receive such proportion of the annual compensation provided for under article 11.1(c) as corresponds with the degree of the staff member's disability, assessed on the basis of medical evidence

and in relation to loss of earning capacity in his or her normal occupation or an equivalent occupation appropriate to his or her qualifications and experience.

11.3: (a) In the case of injury or illness resulting in permanent disfigurement or permanent loss of a member or function, there shall be paid to the staff member a lump sum, the amount of which shall be determined by the Director-General on the basis of the schedule set out in paragraph (c) below, and in accordance with the principles of assessment set out in paragraph (d) below, and applying, where necessary, proportionate and corresponding amounts in those cases of permanent disfigurement or loss of member of function not specifically referred to in the schedule.

(b) The payment of lump-sum compensation under paragraph (a) shall be made in addition to any other compensation payable under article 11, whether or not the staff member remains in the employment of the Organization, and whether or not the permanent disfigurement or loss of member or function affects the staff member's earning capacity.

(c) SCHEDULE (PERMANENT DISFIGUREMENT OR PERMANENT LOSS OF MEMBER OR FUNCTION)

Loss or total loss of use — Amount

- (i) Both arms or both hands, or both legs or both feet, or sight of both eyes — Twice the annual amount of the pensionable remuneration at grade P-4, step V
- (ii) Arm (at shoulder) — 60% of (i) (at or below elbow) — 57% of (i)
- (iii) Hand (at or below wrist) 54% of (i)
- (iv) Thumb — 22% of (i)
- (v) Fingers First (index) — 14% of (i) Second (middle) — 11% of (i) Third (ring) — 5% of (i) Fourth — 3% of (i)
- (vi) Leg (with short thigh stump) — 40% of (i) (at or below knee) — 36% of (i)
- (vii) Foot (at or below ankle) — 28% of (i) Great toe — 5% of (i) Any other toe — 1% of (i)
- (viii) Loss of One eye sight (presuming other is normal) — 24% of (i)
- (ix) Loss of Hearing — 35% of (i)

The total compensation may not in any case exceed that under (i) above. In the case of General Service personnel and Manual Workers whose salaries are fixed in accordance with Staff Regulation 6.5(a) and Staff Rule 106.01, appropriate adjustments in the amount of compensation provided for in this schedule may be made by the Director-General, taking into account the proportion which the staff member's salary bears to Headquarters rates.

(d) Compensation under the immediately preceding provisions shall be determined in accordance with the following principles of assessment, where these are applicable:

- (i) The assessment for the loss, or loss of use, of two or more digits, or one or more phalanxes of each of two or more digits, of a hand or foot, shall be proportioned to the loss of the use of the hand or foot occasioned thereby;
- (ii) The assessment for permanent total loss of use of a member shall be the same as for the loss of the member;
- (iii) The assessment for permanent partial loss, or loss of use, of a member shall be proportionate to the degree of loss or loss of use of the member.

11.4: Notwithstanding any other provisions of article 11, the Director-General may award additional compensation as follows:

(a) Where the injury or illness of a staff member has resulted in total disability of such a nature that the staff member is obliged to depend, for his or her essential personal needs, on the attendance of another person, either constantly or occasionally, and such attendance entails expense, additional compensation may be paid, in such amount as may be determined by the Director-General, not exceeding the reasonable cost of such attendance;

(b) In any case of permanent partial disability, where the staff member's earning capacity has been affected by an injury or illness attributable to the performance of official duties on behalf of the Organization, an additional allowance may be authorized, in such amount as may be determined by the Director-General, to assist in financing the cost of an appropriate course of vocational rehabilitation approved in advance by the Director-General.

11.5: In any case where annual compensation has been awarded under article 11.2, the Director-General may, if the staff member agrees, commute all or part of the annual compensation award to a lump-sum payment which is the actuarial equivalent of such award, using conversion tables established by the Director-General for this purpose.

SECTION IV. ADMINISTRATION AND PROCEDURES

Article 12. Time limit for entering claims

Claims for compensation under these rules shall be submitted within four months of the death of the staff member or the injury or onset of the illness provided, however, that in exceptional circumstances the Director-General may accept for consideration a claim made at a later date.

Article 13. Type and degree of disability

The determination of the injury or illness and of the type and degree of disability shall be made on the basis of reports obtained from a qualified medical practitioner or practitioners.

Article 14. Medical examination

The Director-General may require the medical examination of any person claiming or in receipt of a compensation for injury or illness under these rules. In case of refusal or failure of a claimant or beneficiary to undergo such examination at such time or times as, in the opinion of the Director-General, may be reasonably necessary, the Director-General may bar the claimant or beneficiary from receiving compensation in full or in part.

Article 15. Documentary evidence

Every person claiming under these rules or in receipt of a compensation under these rules shall furnish such documentary evidence as may be required by the Director-General for the purpose of determination of entitlements under these rules.

Article 16. Advisory Board on Compensation Claims

(a) An Advisory Board on Compensation Claims shall be established to make recommendations to the Director-General concerning claims for compensation under these rules.

(b) The Advisory Board may be consulted by the Director-General on any matter connected with the implementation and administration of these rules.

(c) The Advisory Board may decide on such procedures as it may consider necessary for the purpose of discharging its responsibilities under the provisions of this article.

(d) The Board shall consist of:

(i) The two members of the UNIDO Staff Pension Committee appointed by the Director-General in accordance with the Regulations of the United Nations Joint Staff Pension Fund;

(ii) The two members of the UNIDO Staff Pension Committee elected by the participants of the Fund in accordance with the Regulations of the United Nations Joint Staff Pension Fund;

(e) A Secretary shall be designated by the Director-General. He or she may not, at the same time, be a member of the Advisory Board on Compensation Claims.

Article 17. Appeals in case of injury or illness

(a) Reconsideration of the determination by the Director-General of the existence of an injury or illness attributable to the performance of official duties, or of the type and degree of disability, may be requested within thirty days of notice of the decision provided, however, that in exceptional circumstances the Director-General may accept for consideration a request made at a later date. The request for reconsideration shall be accompanied by the name of the medical practitioner chosen by the staff member to represent him or her on the medical board provided for under paragraph (b).

(b) A medical board shall be convened to consider and to report to the Advisory Board on Compensation Claims on the medical aspects of the appeal. The medical board shall consist of: (i) a qualified medical practitioner selected by the claimant; (ii) the Medical Officer of the Organization or a medical practitioner selected by him or her; (iii) a third qualified medical practitioner who shall be selected by the first two, and who shall not be a medical officer of the Organization.

(c) The Advisory Board on Compensation Claims shall transmit its recommendations together with the report of the medical board to the Director-General who shall make the final determination.

(d) If after reviewing the report of the medical board and the recommendations of the Advisory Board on Compensation Claims, the Director-General alters his original decision in favour of the claimant, the Organization will bear the medical fees and incidental expenses; if the original decision is sustained, the claimant shall bear the medical fees and the incidental expenses of the medical practitioner whom he or she selected and half of the medical fees and expenses of the third medical practitioner on the medical board. The balance of the fees and expenses shall be borne by the Organization.

(e) Whenever an appeal under this article also involves an appeal against a decision of the Joint Staff Pension Board, the medical board established under the Regulations and Rules of the Joint Staff Pension Board and such medical board's report shall be utilized to the extent possible for the purposes of this article.

Article 18. Relation to other benefits under the Staff Rules

In any case of death, injury or illness recognized under these rules as attributable to the performance of official duties on behalf of the Organization, the following provisions shall apply:

(a) Authorized absences occasioned by the injury or illness shall be charged to the sick leave of the staff member. Following the exhaustion of sick leave and subject to any prior separation, the staff member shall be placed on special leave (under Staff Rule 107.02). Any special leave granted under this paragraph covering the period when the staff member is paid compensation equivalent to salary and allowances in accordance with

article 11.1(b) or 11.2(b), shall be deemed special leave with pay, while any period of subsequent special leave shall be deemed special leave without pay.

In any case where hardship is subsequently occasioned by the prior use of sick leave as the result of injury or illness attributable to service, a special sick leave credit may be granted, if and as required in the individual case, equal in whole or in part to the authorized sick leave previously so utilized;

(b) In the case of serious disability, where the absence of the staff member from duty is likely to last six months or longer, the Director-General may, on request of the staff member, provide travel for the staff member and his or her eligible family members to the place of entitlement as determined in accordance with Staff Rules 109.01(b) and 109.02(c), and for their return travel when the staff member returns to duty, provided that, in appropriate cases, the travel expenses involved shall be counted as travel expenses related to the next home leave entitlement of the staff member, or where the staff member does not return to duty, as travel on separation. Travel expenses and other conditions relating to such travel shall be as provided for home leave in accordance with Appendix G and Appendix H to the Staff Rules;

(c) The provisions of Staff Rule 103.03 relating to reinstatement following retirement on disability under the Joint Staff Pension Fund Regulations shall also apply to staff members separated for reasons of health as the result of injury or illness attributable to the performance of official duties on behalf of the Organization;

(d) In the case of separation as the result of death, injury or illness attributable to the performance of official duties on behalf of the Organization, the two years requirement for removal expenses on separation under Staff Rule 109.12(a)(iv) shall not apply.

Appendix E

Education Grant

Definitions

- (a) For the purposes of the provisions of rule 106.17, rule 206.16 and this appendix:
- (i) "Child" means a child of a staff member who is dependent upon the staff member for main and continuing support. "Disabled child" means a child who is unable, by reason of physical or mental disability, to attend a normal educational institution and therefore requires special teaching or training to prepare him or her for full integration into society or, while attending a normal educational institution, requires special teaching or training to assist him or her in overcoming the disability;
 - (ii) "Home country" means the country of home leave of the staff member under rule 107.03 or 207.02. If both parents are eligible staff members, "home country" means the country of home leave of either parent;
 - (iii) "Duty station" means the country, or area within commuting distance notwithstanding national boundaries, where the staff member is serving.

Payment of the grant

(b) The education grant provided for under staff regulation 6.10(a) shall be payable in respect of each child as set out below. However, for expenses incurred in specific currencies as determined by the International Civil Service Commission, the maximum amounts mentioned in all paragraphs below shall be established in those currencies. This includes the US dollar amount for attendance at an educational institution in the United States of America.

- (i) In the case of attendance at an educational institution outside the duty station, the amount of the grant shall be:
 - (A) Where the institution provides board (food and lodging) for the child, 75 per cent of the cost of attendance and board up to US\$ 21,428 per year (US\$ 45,586 in the United States), with a maximum grant of US\$ 16,071 (US\$ 34,190 in the United States) a year;
 - (B) Where the institution does not provide board, US\$ 3,823 (US\$ 6,265 in the United States) plus 75 per cent of the cost of attendance up to US\$ 16,331 (US\$ 37,233 in the United States) per year, with a maximum grant of US\$ 16,071 (US\$ 34,190 in the United States) a year.

- (ii) In the case of attendance at an educational institution at the duty station:
 - (A) The amount of the grant shall be 75 per cent of the cost of attendance, up to US\$ 21,428 (US\$ 45,586 in the United States) per year, with a maximum grant of US\$ 16,071 (US\$ 34,190 in the United States) a year;
 - (B) Where such an educational institution is located beyond commuting distance from the area where the staff member is serving and, in the opinion of the Director-General, no suitable educational facilities exist in that area, the amount of the grant shall be calculated at the same rates as specified in subparagraph (i) above.
- (iii) The education grant shall be payable from the scholastic year following the child's fifth birthday, or in which the child completes his or her fifth year provided this occurs in the first term of that scholastic year;
- (iv) For staff members serving at duty stations where educational facilities are not available or are deemed inadequate, as determined by the International Civil Service Commission, the amount of the grant in respect of primary and secondary education shall be 100 per cent of boarding costs up to US\$ 5,735 (US\$ 9,399 in the United States) plus 75 per cent of the admissible costs of attendance up to US\$ 21,428 (US\$ 45,586 in the United States) per year, with a maximum grant of US\$ 21,806 (US\$ 43,589 in the United States) a year.

(c) "Cost of attendance" referred to in paragraph (b) above is defined as the cost of enrolment, registration, tuition, prescribed textbooks, additional mandatory courses and activities directly related to the school programme or curriculum, examinations and diplomas, but not school supplies, equipment or school uniforms, insurance, medical examinations, donations and contributions or any other optional charges. It may include the cost of midday meals and the cost of daily group transportation when these are provided by the school or on a school-wide basis and the cost is included in the school bill for the child's education.

- (d) The grant shall not be payable in respect of:
 - (i) Attendance at a nursery school;
 - (ii) Attendance at a free school or one charging only nominal fees at the duty station;
 - (iii) Correspondence courses, except those that, in the opinion of the Director-General, are the best available substitute for full-time attendance at a school of a type not available at the duty station;
 - (iv) Private tuition, except tuition in a language of the home country at duty stations where satisfactory school facilities for learning that language are not available, tuition of the language of the duty station, when prescribed

by a local school as a pre-condition for admitting the child to the grade corresponding to the grade he or she has reached elsewhere, and as a supplement to the regular school programme tuition for special coaching in a subject taught by the school or in any additional academic subject not included in the school curriculum but required for the pursuit of the child's subsequent education;

- (v) Vocational training or apprenticeship that does not involve full-time schooling or in which the child receives payment for services rendered.

(e) The grant shall be payable up to the end of the school year in which the child completes four years of post-secondary studies even if a degree has been attained after three years. The grant will not normally be payable beyond the school year in which the child reaches the age of 25 years. If the child's education is interrupted for at least one school year by national service, illness or other compelling reasons, the period of eligibility shall be extended by the period of interruption.

(f) Where attendance is for less than two thirds of the scholastic year, the amount of the grant for that year shall be that proportion of the grant otherwise payable that the period of attendance bears to the full scholastic year.

(g) Where the period of service of the staff member does not cover the full scholastic year, the amount of the grant for that year shall normally be that proportion of the grant otherwise payable that the period of service bears to the full scholastic year.

Tuition of the mother tongue

(h) An education grant may be provided to a staff member serving in a country with a national language different from his or her mother tongue who is obliged to pay tuition for the teaching of the mother tongue to a dependent child attending a local school in which the instruction is given in a language other than his or her own. The Director-General will decide in each case whether the education grant shall be paid for the tuition of the mother tongue. The maximum reimbursable amounts for teaching of the mother tongue within the overall maximum of US\$ 16,071 (US\$ 34,190 in the United States) will be published and updated regularly.

Advances against the education grant

(i) Staff members who are eligible for the education grant in respect of their children and who are required to pay all or a portion of school fees at the beginning of the school year may apply for an advance against their entitlement to the education grant. Any advance approved will be considered as due from the staff member until it is discharged by certification of the entitlement or is recovered.

Travel

(j) A staff member to whom an education grant is payable under subparagraphs (b)(i) or (b)(ii)(B) above in respect of his or her child's attendance at an educational institution shall be entitled to travel expenses for the child of one round trip each scholastic year between the educational institution and the duty station, provided that:

- (i) Such travel expenses shall not be paid if the requested journey is unreasonable, either because of its timing in relation to other authorized travel of the staff member or his or her eligible family members or because of the brevity of the visit in relation to the expense involved;
- (ii) Where attendance is for less than two thirds of the school year or the staff member's service does not cover two thirds of the school year, travel expenses shall not normally be payable;
- (iii) Transportation expenses shall not exceed the cost of a journey between the staff member's home country and the duty station.

(k) In the case of staff members serving at designated duty stations, where no suitable educational institution exists for the schooling of children in the language or in the cultural tradition desired by the staff member, such travel expenses may be paid twice in the year in which the staff member is not entitled to home leave.

Claims

(l) Claims for the education grant shall be submitted in writing and supported by evidence satisfactory to the Director-General.

Special education grant for disabled children

(m) A special education grant for disabled children shall be available to staff members of all categories, regardless of whether they are serving in their home country, provided that they have an appointment of one year or longer or have completed one year of continuous service.

(n) The amount of the grant shall be 100 per cent of the admissible educational expenses actually incurred up to a maximum grant of US\$ 21,428 (US\$ 45,586 in the United States) per year. If the disabled child is eligible for the regular education grant, the claim shall be made in the first instance against the regular education grant, and reimbursement under the special education grant will be made only in respect of educational expenses incurred for the necessary special teaching or training. The combined total amount payable under the two types of grant shall not exceed US\$ 21,428 (US\$ 45,586 in the United States) per year. "Educational expenses" reimbursable under

the special education grant shall consist of the expenses incurred to provide an educational programme designed to meet the needs of the disabled child in order that he or she may attain the highest possible level of functional ability. Other costs or fees directly related to the educational programme that are not optional or related to an extracurricular activity may be included in the educational expenses, but not school supplies, uniforms, insurance, donations and contributions or similar charges. If full board (accommodation and meals) is provided for a disabled child attending an educational institution at the duty station, the boarding expenses shall not be reimbursable unless it is medically certified that the full-time boarding in the institution is an integral part of the educational programme. Expenses for equipment shall also be reimbursed, if not otherwise covered under health insurance, up to a maximum of US\$ 1,000 per year within the overall maximum of US\$ 21,428 (US\$ 45,586 in the United States) per year.

(o) The grant shall be computed on the basis of the calendar year if the child is unable to attend a normal educational institution, or on the basis of the school year if the child is in full-time attendance at a normal educational institution while receiving special teaching or training. The grant shall be payable in respect of any disabled child from the date on which the special teaching or training is required up to the end of the school year or the calendar year, as appropriate, in which the child reaches the age of 25 years. In exceptional cases, the age limit may be extended up to the end of the school year or the calendar year, as appropriate, in which the child reaches the age of 28 years.

(p) Where the period of service of the staff member does not cover the full school year or calendar year, the amount of the grant shall be that proportion of the annual grant that the period of service bears to the full school or calendar year.

(q) Where the disabled child attends an educational institution away from the duty station, travel costs may be paid for up to two round trips per school year between the educational institution and the duty station, provided the Director-General is satisfied that the needs of the disabled child require attendance at that educational institution. In very exceptional circumstances, travel may also be reimbursed for the person accompanying the disabled child.

(r) Claims for the special education grant shall be submitted annually in writing and supported by medical evidence satisfactory to the Director-General regarding the child's disability. If the Medical Officer confirms that the disability is of a permanent nature, it is sufficient to produce the medical evidence only once with the first claim. In case of a temporary disability, medical evidence shall be submitted with each claim. The staff member shall also be required to provide evidence that he or she has exhausted all other sources of benefits that may be available for the admissible expenses under paragraph (n) above. The amount of educational expenses used as the basis for the calculation of the special education grant shall be reduced by the amount of any benefits so received or receivable by the staff member.

Currency of reimbursement

(s) Reimbursement will be made in United States dollars except that when the educational expenses are incurred in specific currencies as determined by the International Civil Service Commission the reimbursement will be made in that currency. The maximum amounts in that currency will be shown in a table, which will be issued and updated regularly.

Appendix F

Home Leave

(a) In accordance with staff rule 107.03 or 207.02, an internationally recruited staff member shall be eligible for home leave provided the following conditions are fulfilled:

(i) While performing his or her official duties, the staff member continues to reside in a country other than that of which he or she is a national;

(ii) The staff member's service is expected by the Director-General to continue at least six months beyond the date of his or her return from any proposed home leave. In the case of the first home leave, the staff member's service is also expected to continue at least six months beyond the second anniversary of the date of his or her appointment or the date on which the staff member became eligible for home leave. In the case of home leave following the return from a family visit travel, the staff member shall have completed at least nine months of continuous service since departure on the family visit travel.

(b) Staff members whose eligibility for home leave is established at the time of their appointment shall begin to accrue service credit towards home leave from the effective date of their appointment. Staff members who become eligible for home leave subsequent to their appointment shall begin to accrue such service credit from the effective date of their becoming eligible.

(c) The first home leave shall fall due after the eligible staff member has completed two years of service. Staff members appointed under the 100 series Staff Rules shall not be entitled to the first home leave until they have fulfilled the requirement of the period of probationary service. Subsequently, staff members may take home leave at any time during the two-year period of service in which it falls due provided the conditions under paragraph (a) are met.

(d) The country of home leave shall be the country of the staff member's nationality, the term "nationality" being as defined in rule 103.08 or 203.05. In exceptional and compelling circumstances, the Director-General may authorize the designation of another country as the country of home leave. A staff member requesting such authorization will be required to satisfy the Director-General that he or she has maintained normal residence in the other country for a prolonged period preceding his or her appointment, that he or she continues to have close family or personal ties in that country and that his or her taking home leave there would not be inconsistent with the purposes and intent of staff regulation 7.3.

(e) The staff member's place of home leave shall be, for purposes of travel and transportation entitlements, the place with which the staff member had the closest residential ties during the period of his or her most recent residence in the country of home leave preceding his or her appointment. A staff member who has served with another international organization immediately preceding his or her appointment shall

have the place of home leave determined as though his or her entire previous service with the other international organization had been with UNIDO.

(f) Staff members may be required to take their home leave in conjunction with travel on official business or change of official duty station, due regard being paid to the interests of the staff members and their families.

(g) If both husband and wife are staff members entitled to home leave, each of them shall have the choice of exercising his or her own home leave entitlement or of accompanying the spouse. Their dependent children, if any, may accompany either parent. The frequency of travel shall not exceed once in every two years with regard both to staff members and to their dependent children.

(h) Staff members travelling on approved home leave shall be entitled to claim, in respect of the home leave travel, travel time and expenses for themselves and their eligible family members for the outward and return journeys between the official duty station and the place of home leave.

(i) Staff members travelling on approved home leave shall be required to spend a substantial period of annual leave in their home country. The Director-General may request a staff member, on return from home leave, to furnish satisfactory evidence that this requirement has been met.

(j) Eligible staff members who serve at duty stations designated by the International Civil Service Commission as having very difficult conditions of life and work shall be granted home leave once in every 12 months. In such cases, the periods of qualifying service and the expected duration of continuous service specified in paragraph (a)(ii) above shall be reduced by half.

(k) With respect to home leave authorized under the provisions of paragraph (j) above, while every second such leave must be spent in the home country, a staff member may travel on alternate home leave to a country other than his or her home country. In such cases, the staff member shall be paid travel expenses and granted travel time up to the amounts to which he or she would have been entitled had he or she travelled to his or her place of home leave.

(l) With respect to home leave authorized for eligible staff members who serve at a 24-month home leave duty station, while every second such leave must be spent in the home country, a staff member may travel on alternate home leave to a country other than his or her home country when a parent or a child of the staff member resides in that other country or where the spouse is a national of that country. In such cases, the staff member shall be paid travel expenses and granted travel time up to the amounts to which he or she would have been entitled had he or she travelled to his or her place of home leave.

(m) With respect to home leave authorized for eligible staff members who serve at a 12- or 24-month home leave duty station, travel may be authorized to a country other than the

home country for security reasons under conditions to be established by the Director-General.

Appendix G

Official Travel

Route and mode of travel

- (a) The normal route for all official travel shall be the most direct and economical route. An alternative route may be approved when, in the opinion of the Director-General, it is in the best interests of the Organization.
- (b) The normal mode of transportation for all official travel shall be by air. An alternative mode of transportation may be approved when, in the opinion of the Director-General, its use is in the best interests of the Organization.
- (c) If a staff member or family member travels by a more economical mode of transportation than the approved mode, the Organization shall pay only for the mode of transportation actually used.

Standard of accommodation

- (d) Staff members and their eligible family members shall be provided with transportation at the least costly air-fare structure regularly available or its equivalent. Children under two years of age travelling by air shall be provided with a ticket giving entitlement to a seat.
- (e) For all travel for which the least costly air-fare provision applies, economy class or air excursion fares shall be used, wherever available and applicable.
- (f) In application of paragraphs (d) and (e) above, the Administration shall determine the flight duration on the basis of the most direct and economical route, including scheduled stops for such purposes as change of planes or refuelling, but excluding travel time to and from airports.
- (g) For all official travel by sea approved under paragraph (b) above, staff members and their family members shall be provided with the standard of accommodation that is, in the opinion of the Director-General, appropriate to the circumstances of the case.
- (h) For all official travel by train approved under paragraph (b) above, staff members and their family members shall be provided with regular first-class or equivalent accommodation, including sleeper and other facilities, as appropriate.
- (i) A higher standard of accommodation may be approved if, in the opinion of the Director-General, special circumstances warrant it.
- (j) If a staff member or family member travels by more economical accommodation than the approved standard, the Organization shall pay only for the accommodation actually

used at the rate paid by the traveller except that in the case of home-leave and family-visit travel a staff member may avail himself or herself of package tour arrangements provided that the cost of such arrangements does not exceed the entitlement established above.

Travel time

(k) Staff members shall be granted, in respect of journeys in each direction, a fixed amount of travel time, not chargeable to annual leave, determined by reference to the most direct flight available under current airline schedules. An adjustment of up to two additional days, not chargeable to annual leave, may be made if a staff member can show that the actual travel time by the most direct and fastest available mode of transportation, including authorized stopovers for the journey, exceeds the approved amount of travel time.

Travel by car

(l) Staff members who are authorized to travel by car under paragraph (b) above shall be reimbursed by the Organization at rates and under conditions established by the Director-General on the basis of operating costs in the area in which the travel is undertaken and an appropriate minimum distance for the calculation of the daily subsistence allowance.

(m) Reimbursement for travel within a radius of 56 kilometres of the official duty station shall be based on actual mileage, and for travel beyond a 56-kilometre radius, on the mileage as shown on official road guides. Commutation between residence and place of business shall not be reimbursable.

(n) The mileage rate, which is established by the Director-General, shall be payable to only one of two or more persons travelling together on the same trip and in the same car.

(o) The total of mileage rate reimbursement and travel subsistence allowance that a staff member may claim in respect of a particular journey shall be limited to the maximum travel expenses to which he or she would have been entitled had the staff member and eligible family members travelled by the most economical route.

Purchase of tickets

(p) Unless the staff member concerned is authorized to make other arrangements, all tickets for transportation involving official travel of staff members and eligible family members shall be purchased by the Organization in advance of the actual travel or, where circumstances so require, shall be secured by the staff member.

(q) When a staff member requests a standard of accommodation in excess of his or her entitlement under paragraphs (d) to (j) above or is authorized to travel, for reasons of personal preference or convenience, by a route or mode of transportation other than that approved and provided for under paragraphs (a) to (c) above, the staff member shall be

required to reimburse the Organization for any additional costs thus incurred before the Organization provides him or her with the necessary tickets.

Special arrangements for travel on appointment, change of duty station, education grant, home leave, family visit and repatriation travel

(r) As an alternative to the travel arrangements described in paragraphs (d) to (j) above, for authorized travel on appointment, change of duty station, education grant, home leave, family visit and repatriation a staff member may request payment of an amount equivalent to 75 per cent of the cost of the full economy-class fare, by the least costly regularly scheduled air carrier on the most direct and economical route between the airport closest to the place of departure and the destination. For children entitled to student or youth fare tickets, the lump-sum amount will be equivalent to 75 per cent of the applicable reduced fare. A staff member availing himself or herself of such an arrangement shall be free to make his or her own travel arrangements, without restriction on the choice of travel agent or mode, route and standard of travel. This arrangement is deemed to cover all other entitlements relating to the specific travel, including any surface travel. By selecting this option, staff members will agree to waive all other entitlements in respect of that travel contained in the Staff Rules and will not be entitled to any further amount for transportation, rest stopovers, terminal expenses, accompanied excess baggage and unaccompanied shipments, or for other incidental expenses. In the case of appointment and repatriation, staff members will be entitled to relocation or partial relocation shipment, as applicable, under appendix H to the Staff Rules. Staff members will be covered by the provisions of appendix D to the Staff Rules if the travel is via the most direct route to and from the authorized places of departure and destination. For children studying outside the staff member's home country, the cost of the lump sum education grant travel must not exceed the costs of such lump sum travel to or from the nearest airport to the established place of home leave. With respect to home and family leave travel, the staff member is required to submit proof that he or she as well as eligible family members spent a minimum of seven consecutive calendar days, excluding authorized travel time, in the country authorized for home/family leave. For education grant travel the staff member may be required to submit proof that eligible family members spent a minimum of 14 days at the duty station.

(s) The provisions of staff rules 108.07 and 208.08 on compensation for loss of or damage to personal effects will not apply if the staff member selects the lump sum option.

(t) The 75-per-cent cash payment may also be requested by staff members who elect to travel by car. In their case the amount paid shall be 75 per cent of the costs of the full economy class or of the student/youth fare, as explained in paragraph (r) above, for all eligible family members regardless of whether they travel at the same time or in the same car. Alternatively, staff members may continue to claim mileage rate reimbursement and travel subsistence allowance as defined in paragraphs (n) and (o) above. Staff members who elect to travel by car are not covered by the provisions of appendix D to the Staff Rules concerning compensation for travel-incurred illness, injury or death.

Travel subsistence allowance

(u) Except as provided in paragraphs (bb) (jj) and (kk) below, a staff member authorized to travel at the Organization's expense shall receive an appropriate daily subsistence allowance in accordance with the schedule of rates established from time to time. Such established rates shall be subject to the provisions of paragraph (cc) below and to reductions in cases where lodging or meals are provided free of charge by the Organization, by a Government or by a related institution.

(v) The Director-General may, in exceptional and compelling circumstances, authorize a reasonable increase in the travel subsistence allowance to be paid to a staff member who is required to accompany a senior official and whose official duties while in travel status require that his or her additional living expenses be established at a rate substantially higher than that contemplated in setting the allowance rate for his or her level.

(w) The travel subsistence allowance shall consist of a total contribution of the Organization towards such charges as meals, lodging, gratuities and other payments made for personal services rendered. Except as provided in paragraphs (hh) and (ll) below, any expenditures incurred in excess of the allowance shall be borne by the staff member.

(x) Except as provided in paragraphs (bb) and (jj) below, when the spouse or dependent children of a staff member are authorized to travel at the Organization's expense, the staff member shall be paid an additional travel subsistence allowance in respect of each of them at half the rate applicable to the staff member.

(y) Except for leave taken at a rate not exceeding one and a half days for each completed month in which a staff member is in travel status on official business, the travel subsistence allowance shall not be paid in respect of any period of annual or special leave. It shall not, in any event, be paid in respect of leave taken at the conclusion of active duty on an assignment but prior to the staff member's return to his or her official duty station.

(z) The travel subsistence allowance shall continue to be paid during periods of sick leave while the staff member is in travel status, except that, if he or she is hospitalized for more than three days, only one third of the appropriate daily rate shall be paid.

(aa) The appropriate travel subsistence allowance shall be paid for any days on which a staff member is required to perform official duties in connection with travel on home leave.

(bb) No travel subsistence allowance shall be payable in respect of travel on home leave, family visit or education grant, provided that the allowance may be paid for stopovers actually made on such travel under conditions established by the Director-General. Where travel at the Organization's expense is authorized for medical, security or other

reasons under staff rules 109.01(a)(vii), 109.02(a)(vii), 209.01(vii) or 209.02(a)(vi), an appropriate amount of subsistence allowance may be paid at the discretion of the Director-General.

Special rates of travel subsistence allowance

(cc) In the event of staff members being assigned to conferences or for other extended periods of duty away from their official duty station, the Director-General may establish a special rate of subsistence allowance.

Computation of the travel subsistence allowance

(dd) Except during travel by sea, the subsistence allowance shall be paid to a staff member, at the rates and under the conditions prescribed in paragraphs (u) to (bb) above for each calendar day or fraction thereof involving an overnight stay away from his or her residence, during which the staff member or his or her family members are in official travel status, provided that for a journey of 24 hours or longer a full day's allowance at the appropriate rate shall be paid for the day on which travel is begun and that no allowance shall be paid for the day on which travel is ended. Where travel does not involve an overnight stay away from the residence, no allowance shall be paid for a journey of less than 10 hours, and 40 per cent of the allowance shall be paid for a journey of 10 hours or more.

(ee) Where travel is by sea, a full day's allowance at the appropriate rate shall be paid for the day of arrival at the port of disembarkation, provided the traveller remains in official travel status for more than 12 hours thereafter. No allowance shall be paid for the day on which embarkation takes place.

(ff) If more than one rate should apply during the course of any one day, the rate applicable to the major portion of the day shall be paid for the entire day. If the traveller completes his or her travel on the same day as he or she commenced it, the rate applicable for the area of the destination shall be paid for that day.

(gg) When it is necessary, for the purpose of computing the amount of travel subsistence allowance payable, to specify the "hour of departure" and the "hour of arrival", these shall be considered as the time when the train, ship or aircraft used by the traveller actually leaves or arrives at its regular terminal.

Terminal expenses

(hh) For all official travel to or from the duty station, a staff member may claim reimbursement of terminal expenses incurred for each required trip by means of public conveyance between the airport or other point of arrival or departure and the hotel or other place of dwelling up to US\$ 38 in respect of himself or herself and up to US\$ 13 in respect of each family member authorized to travel at the Organization's expense. No expenses shall be reimbursable in respect of an intermediate stop that:

- (i) Is not authorized;
- (ii) Does not involve leaving the terminal; or
- (iii) Is exclusively for the purpose of making an onward connection.

(ii) Terminal expenses shall be deemed to include all expenditures for transportation between the airport or other point of arrival or departure and the hotel or other place of dwelling, including transfer of accompanied baggage and other incidental charges, except the costs provided for under paragraph (ll)(iii) below.

Expenses while in transit

(jj) A staff member and his or her eligible family members authorized to travel by sea shall be entitled to a fixed amount to cover transit expenses equivalent to the amount of travel subsistence allowances that would have been payable in respect of the travel if the travel had been by air.

(kk) When the authorized mode of transportation is other than by sea, the full travel subsistence allowance shall be payable for the time spent in transit, subject to the conditions laid down in paragraphs (u) to (gg) above, and provided that, in the case of travel other than on official business, a maximum of three days' travel time shall be allowed in respect of any specific journey.

Miscellaneous travel expenses

(ll) Necessary additional expenses incurred by a staff member in connection with the transaction of official business or in the performance of authorized travel shall be reimbursed by the Organization after completion of travel, provided the necessity and nature of the expenses are satisfactorily explained and supported by proper receipts, which shall normally be required for any expenditures in excess of US\$ 6. Such expenses, for which advance authorization shall be obtained to the extent practicable, shall normally be limited to the following:

- (i) Hire of local transportation other than that provided for under paragraphs (hh) and (ii) above;
- (ii) Telephone, telefax, telegraph, radio and cable messages of official business;
- (iii) Transfer of authorized baggage by transportation agency;
- (iv) Hire of room for official use;
- (v) Stenographic or typewriting services or rental of official business machines in connection with the preparation of official reports or correspondence;
- (vi) Transportation or storage of baggage or property used on official business;
- (vii) Passport and visa costs.

Travel advances

(mm) Staff members authorized to travel shall provide themselves with sufficient funds for all current expenses by securing an advance of funds if necessary. An advance of 100 per cent of the estimated daily subsistence allowance and other expenses authorized under these provisions may be made to a staff member authorized to undertake official travel.

Incidental expenses related to illness or accident during travel

(nn) The Organization shall pay or reimburse reasonable expenses incidental to an illness or injury, other than hospital and medical expenses, that may be incurred by staff members who become ill or are injured while in travel status on official business, in so far as such expenses are not covered by other arrangements.

Car insurance coverage

(oo) Staff members authorized to travel by car must ensure that the car they use is covered by an insurance policy for an amount sufficient to protect them against any third-party claims arising from traffic accidents as well as against loss of or damage to the car. Authorization to use the car for official travel does not relieve them of the responsibility of carrying such insurance coverage. The Organization will in no case assume liability for any loss of or damage to the staff member's car.

Appendix H

TRANSPORTATION OF PERSONAL EFFECTS AND HOUSEHOLD GOODS

1. Definitions

For the purposes of these provisions:

(a) "Excess baggage" shall mean baggage in excess of the weight or volume carried without charge by transportation companies;

(b) "Personal effects and household goods" shall include all effects and goods normally required for personal or household use provided that animals, boats, cars, motor cycles, trailers and other power-assisted conveyances shall in no case be considered as such effects and goods.

2. Excess baggage

(a) Staff members travelling by air economy class or its equivalent shall be entitled to payment of excess baggage for themselves and their eligible family members to the extent of the difference between the free baggage allowance by first class and by economy class or its equivalent.

(b) When baggage is carried without charge by one transportation company, but considered as excess by a company furnishing subsequent transportation other than by air, the traveller may be reimbursed for the charges involved provided he or she obtains a statement from the company making the charges that the baggage was considered as excess.

(c) Charges for excess baggage by air, other than those authorized under paragraph (a) above, shall not be reimbursable unless, in the opinion of the Director-General, the circumstances under which the staff member is travelling are of a sufficiently exceptional and compelling nature to warrant such reimbursement.

3. Partial Relocation [Unaccompanied] Shipments

(a) On travel on home leave, family visit or education grant, when the authorized travel is by air or by land, charges for unaccompanied shipment of personal baggage may be reimbursed up to a maximum, including the net weight or volume of packing but excluding crating and lift vans, of:

(i) 50 kg (110 lb) or 0.31 cubic metres (11 cubic feet) by surface means per person in respect of each journey, except as provided in subparagraph (ii) below. At the request of the staff member, this entitlement may be converted to an additional 10 kg of accompanied excess baggage or its equivalent as established by the Director-General;

(ii) 200 kg (400 lb) or 1.24 cubic metres (44 cubic feet) by surface means for travel on education grant in respect of the first outward journey to, or the final return journey from, an educational institution.

(b) On travel on appointment or assignment for less than one year or on separation from service in the case of an appointment for less than one year, staff members, including project personnel in short-term status, may be authorized to ship personal effects at the Organization's expense by the most economical means, as determined by the Director-General, up to a maximum of 100 kg (220 lb) or 0.62 cubic metres (22 cubic feet), including the weight or volume of packing but excluding crating and lift vans. Where the appointment or assignment is extended for a total period of one year or more, the staff member shall be paid expenses for an additional shipment of personal effects and household goods up to the maximum entitlements established in subparagraph (c) below.

(c) On travel on appointment or assignment for one year or more, on transfer or on separation from service in the case of an appointment for one year or more, where no entitlement to removal costs exists under rule 109.12, staff members, including project personnel in intermediate-term or long-term status, shall be paid expenses incurred in transporting personal effects and household goods by the most economical means, as determined by the Director-General, up to a maximum, including the weight or volume of packing but excluding crating and lift vans, of:

- (i) 1,000 kg (2,200 lb) or 6.23 cubic metres (220 cubic feet) for the staff member;
- (ii) 500 kg (1,100 lb) or 3.11 cubic metres (110 cubic feet) for the first family member;
- (iii) 300 kg (660 lb) or 1.87 cubic metres (66 cubic feet) for each additional family member

authorized to travel at the expense of the Organization.

(d) On travel on appointment, assignment, transfer or separation from service, where entitlement to [removal costs] relocation shipment does exist under rule 109.12, a staff member shall be paid expenses incurred in transporting a reasonable amount of personal effects and household goods, as an advanced removal shipment, by the most economical means, as determined by the Director-General, up to a maximum, including the weight or volume of packing but excluding crating and lift vans, of:

- (i) 450 kg (990 lb) or 2.80 cubic metres (99 cubic feet) for the staff member;
- (ii) 300 kg (660 lb) or 1.87 cubic metres (66 cubic feet) for the first family member;
- (iii) 150 kg (330 lb) or 0.93 cubic metres (33 cubic feet) for each additional family member

authorized to travel at the expense of the Organization. The weight or volume of any shipment under this subparagraph shall be deducted from the maximum weight or volume to which the staff member is entitled under paragraph 4 below.

(e) [Unaccompanied] Partial relocation shall normally be made in one consignment and shall be within the limit of costs of transportation between the places of departure and destination of the authorized travel of the staff member or his or her family members. Reasonable costs of packing, crating, cartage, or unpacking and uncrating of such shipments under subparagraphs (a)(ii), (b), (c) and (d) above will be reimbursed within the limits of authorized weight or volume but costs for the servicing, dismantling, installing or special packing of personal effects and household goods shall not be reimbursed. Storage and demurrage charges shall not be reimbursed unless, in the opinion of the Director-General, they are directly incidental to the transportation of the consignment.

(f) Where surface shipment under subparagraphs (a)(ii), (b), (c) or (d) above is the most economical means of transport, such shipment may be converted to air freight on the basis of one half of the weight or volume of the authorized surface entitlement when:

- (i) A staff member elects to convert the whole surface entitlement to air freight; or
- (ii) In the opinion of the Director-General, the conversion to air freight of a portion of the surface entitlement is necessary to meet urgent needs.

However, for shipments under subparagraph (c) above, a portion of the surface entitlement up to 10 per cent thereof may be converted to air freight, on the basis of the full weight or volume, except in case of separation from service or on appointment, assignment or transfer to Headquarters at Vienna or to a duty station in a city where the headquarters of one of the organizations participating in the United Nations common system is located. If the entitlement is under subparagraph (d) above, twice the weight or volume of the air freight shipment shall be deducted from the staff member's entitlement under paragraph 4 below.

(g) When the authorized travel is by air, the staff member may elect to convert the whole surface shipment relating to travel on home leave, family visit or education grant under subparagraph (a)(i) above to air freight on the basis of the one-half rule. No costs for packing, crating, unpacking and uncrating will be paid, but reasonable costs will be paid for cartage of such air freight shipments.

(h) Notwithstanding the one-half rule laid down in subparagraphs (f) and (g) above, conversion to air freight on the basis of the full weight or volume may be authorized in the following cases:

- (i) Where the cost of air freight is lower than surface shipment;
- (ii) Where there is an extraordinary risk of damage to, or loss of, the shipment in transit; or
- (iii) Where an excessive shipping delay is expected, particularly for shipment to land-locked countries.

However, for surface shipments under paragraph (a) above, conversion on the basis of the full weight or volume may be authorized only in the cases indicated in (i) and (ii) above.

4. [Removal costs] Relocation Shipment

Payment by the Organization of [removal costs] relocation shipment under staff rule 109.12 shall be subject to the following considerations:

(a) The entitlement for relocation shipment of household goods for staff with assignments of two years or more shall be up to a standard 20-foot container for single staff and a 40-foot container for staff with eligible family members, via the most cost-effective route and mode of transportation. The consignments shall not exceed the following maximum weights:

(i) [and volume for which entitlement to removal at the Organization's expense exists] shall be] 4,890 kg [(10,800 lb)] for the 20-foot container [or 30.58 cubic metres (1,080 cubic feet)], including the weight or volume of packing but excluding crating and lift vans, for a staff member with no spouse or dependent child [and]

(ii) 8,150 kg [(18,000 lb) or 50.97 cubic metres (1,800 cubic feet)] for a staff member with a spouse or dependent child residing at the official duty station, for the 40-foot container. [Higher maxima may be authorized if the staff member presents convincing evidence that his or her normal and necessary personal effects and household goods to be removed exceed those limits.]

(b) Shipments under rule 109.12 and these provisions shall normally be made in one consignment. Reasonable costs of packing, crating, cartage, unpacking and uncrating of such shipments within the limits of the authorized weight or volume will be reimbursed, but costs for the servicing, dismantling, installing or special packing of personal effects and household goods shall not be reimbursed. Storage and demurrage charges shall not be reimbursed unless, in the opinion of the Director-General, they are directly incidental to the transportation of the consignment.

(c) Transportation of personal effects and household goods shall be by the most economical means, as determined by the Director-General, taking into account costs allowable under subparagraph (b) above.

(d) Where both husband and wife are staff members and each is entitled to [removal of personal effects and household goods] relocation shipment or to partial relocation [unaccompanied] shipment under subparagraph 3(c) above, the maximum weight or volume that may be removed at the Organization's expense for both of them shall be that provided for a staff member with a spouse or dependent child residing at the official duty station.

(e) The Organization shall not pay [removal costs] relocation shipment in respect of staff recruited as project personnel under the 200 series Staff Rules.

5. Lump sum option in lieu of [removal] costs for relocation or partial relocation [unaccompanied] shipments

(a) As an alternative to the arrangements described under [the unaccompanied] partial relocation shipments (paragraph 3 (b) and (c) above) and under relocation shipments (paragraph 4 (a) to (e) above), eligible staff members under the 100 or 200 series to the Staff Rules, as applicable, will be given the option to choose between the standard entitlement or the lump sum payment.

- (i) Lump sum for [removal] relocation shipment, applies to staff members employed under the 100 series of the Staff Rules and eligible to [full removal] relocation shipment in accordance with [S]staff [R]rule 109.12 (a);
- (ii) Lump sum for [unaccompanied] partial relocation shipment applies to staff members employed under the 100 or 200 series of the Staff Rules, and entitled under [S]staff [R]rule 109.11 or 209.11 to [unaccompanied] partial relocation shipment. A lump sum for shipment at a lower rate will also be available for eligible staff members employed under the 100 or 200 of the Staff Rules with appointments or assignments of less than one year.

(b) The lump sum shall be paid at different rates for staff members with or without a spouse and/or dependent children as set out by the Director-General.

(c) The lump sum is payable upon arrival at the duty station upon appointment, assignment or transfer, or upon separation from service. It is normally not subject to adjustment afterwards.

(d) The lump sum shall not be available on a partial basis. By opting for the lump sum, a staff member agrees to waive the entitlement to [unaccompanied] relocation or partial relocation shipment[or removal costs] as well as any other related costs as set out in the present Appendix ([Unaccompanied]partial relocation shipment, [paragraphs] paragraph 3 (b) to (g) above, and [Removal Costs,] relocation shipment, [paragraphs] paragraph 4 (a) to (e) above), that would otherwise apply. The Organization is not responsible for any delays in the arrival of personal effects or household goods or additional expenses that may be incurred or liabilities that may arise as a result of opting for the lump sum. It is the staff member's responsibility to take out appropriate insurance; the provisions of section 6 below do not apply to the lump sum option.

(e) The lump sum option shall not apply upon separation if the staff member resigns before completing the minimum years or months of service required to become eligible to the lump sum option.

(f) Entitlement to the lump sum in lieu of [removal] relocation shipment costs shall normally cease if the lump sum has not been claimed within one year of the date on which the staff member became entitled to relocation shipment [removal costs].

(g) Entitlement to the lump sum in lieu of partial relocation [unaccompanied] shipment shall normally cease if the lump sum has not been claimed a) within six months of the date on which the staff member became entitled to partial relocation [unaccompanied] shipment for staff members with appointments of one year or more and b) within 2 months, for staff members appointed for less than a year.

(h) The provisions of Staff Rules 108.07 and 208.08 on compensation for loss of or damage to personal effects will not apply if the staff member selects the lump sum option.

6. Insurance

(a) Staff members shall not be reimbursed for the cost of personal accident insurance or of insurance of accompanied personal baggage. Compensation may, however, be paid in respect of loss of, or damage to, accompanied personal baggage, in accordance with such arrangements as may be in force under rules 108.07 or 208.08. (b) In the case of partial relocation [unaccompanied] shipments authorized under rule 109.11 or 209.11 and paragraph 3 above, except on home leave, family visit or education grant travel, insurance coverage shall be provided by the Organization as follows: for shipments under subparagraph 3(b), up to a maximum of \$US 2,000 for the staff member and for shipments under subparagraph 3(c) or (d), up to a maximum of:

- (i) \$US 16,000 for the staff member;
- (ii) \$US 8,000 for the first family member;
- (iii) \$US 4,800 for each additional family member.

Such insurance coverage shall not include articles of special value for which special premium rates are charged. The Organization shall not be responsible for the loss of, or damage to, unaccompanied baggage. When the unaccompanied shipment is in accordance with the entitlement for advance removal shipment authorized under subparagraph 3(d) above, the amount of the insurance coverage shall be deducted from the overall insurance entitlement authorized for removal shipments under subparagraph (c) below.

(c) The cost of insurance of personal effects and household goods in transit (excluding articles of special value for which special premium rates are charged) under paragraph 4 above shall be reimbursed, up to a maximum valuation of \$US 80,000 for a staff member with no spouse or dependent child and \$US 130,000 for a staff member with a spouse or dependent child residing at the official duty station. The Organization shall in no case be responsible for loss or damage.

(d) In the case of all shipments under subparagraphs 3(b), (c) or (d) or under paragraph 4 above, the staff member shall furnish the Organization, prior to shipment, with an itemized inventory in duplicate of all articles shipped, including all containers such as suitcases as well as their contents, and the replacement value in United States dollars of each article in the shipment. If no inventory is furnished, no insurance coverage will be provided.

7. Storage charges

(a) When an internationally recruited staff member is assigned to a duty station where payment of partial relocation shipment [the non-removal element of a mobility/hardship allowance,] rather than payment of [removal] relocation shipment costs, is authorized, the Organization shall pay the costs for the storage of personal effects and household goods and other pertinent charges, including the cost of insurance up to a maximum of \$US 40,000 for a staff member with no spouse or dependent child and \$US 65,000 for a staff member with a spouse or dependent child, provided that:

(i) The staff member is assigned from a duty station to which he or she enjoyed [removal] relocation shipment entitlement under rule 109.12(a) or would have enjoyed such entitlement had the staff member been recruited from outside the area of the duty station;

(ii) The staff member is expected to return to the same duty station within four or eight years or the maximum duration set by the Director-General for service in the field;

(iii) The quantity of personal effects and household goods stored does not exceed the difference between the maximum allowance under subparagraph 4(a) above and the amount actually shipped under paragraph 3 above. The maximum insurance value shall be reduced accordingly.

(b) Storage charges shall not be paid beyond the maximum number of years set by the Director-General for service in the field following the date of assignment.

Appendix I

Repatriation Grant

Payment of repatriation grants under staff regulation 10.8 and schedule V of the Staff Regulations shall be subject to the following definitions and conditions:

(a) "Obligation to repatriate", as used in schedule V of the Staff Regulations, shall mean the obligation to return a staff member and his or her spouse and dependent children, upon separation from service, at the expense of the Organization, to a place outside the country of his or her duty station.

(b) "Home country", as used in schedule V of the Staff Regulations, shall mean the country of home leave entitlement under rule 107.03 or 207.02, or such other country as the Director-General may determine.

(c) "Qualifying service", as used in schedule V of the Staff Regulations, shall mean five years or more of continuous service and residence away from the home country and the country of nationality of a staff member, or the country where the staff member has acquired permanent resident status. Such service shall, for the purposes of this appendix, include service performed under a United Nations appointment immediately prior to 1 January 1986. If at any time the staff member was considered to have acquired permanent residence in the country of his or her duty station and subsequently changed from such status, the staff member's continuous service will be deemed to have commenced at the time the change was made. Continuity of such service shall not be considered as broken by periods of special leave without pay or in partial pay, but full months of any such periods shall not be credited as service for the purpose of calculating the amount of the grant payable; periods of less than one calendar month shall not affect the ordinary rates of accrual.

(d) Payment of the repatriation grant shall be subject to the provision by the former staff member of evidence of relocation away from the country of the last duty station. Evidence of relocation shall be constituted by documentary evidence that the former staff member has established residence in a country other than that of the last duty station. This requirement shall not apply to any qualifying service for repatriation grant that was accrued prior to 1 July 1979.

(e) Entitlement to the repatriation grant shall cease if no claim of payment of the grant has been submitted within two years after the effective date of separation from service. However, where both husband and wife are staff members and the spouse who separates first is entitled to the repatriation grant, his or her entitlement to the repatriation grant shall cease if no claim for payment of the grant has been submitted within two years after the date of separation from service of the other spouse.

(f) Payment of the repatriation grant shall be calculated:

(i) For staff in the Professional and higher categories, including project personnel, on the basis of the staff member's gross salary less staff assessment according to the schedule of rates set forth in paragraph (i) of schedule III of the Staff Regulations applied to the gross salary;

(ii) For staff in the General Service and related categories, on the basis of the staff member's gross salary, including language allowance and non-resident's allowance, if any, less staff assessment according to the schedule of rates set forth in paragraph (ii) of schedule III of the Staff Regulations applied to the gross salary alone.

(g) Payment shall be at the rates specified in schedule V of the Staff Regulations, provided that a staff member who was eligible for a repatriation grant under schedule V of the Staff Regulations in effect on 30 June 2016, but who is no longer eligible for such grant under the present schedule V, shall be paid a repatriation grant in accordance with the rates specified in schedule V of the Staff Regulations in effect on 30 June 2016 for the number of years of qualifying service accrued as of 30 June 2016.

(h) No payments shall be made to staff recruited locally under rule 103.06, to a staff member who abandons his or her post, to a staff member who is summarily dismissed, or to any staff member who is residing at the time of separation from service in his or her home country while performing official duties. A staff member who, after service at a duty station outside his or her home country, has served at a duty station within that country may be paid on separation from service, subject to paragraph (d) above, the full or partial repatriation grant at the discretion of the Director-General.

(i) A dependent child, for the purpose of the repatriation grant, shall mean a child recognized as dependent under rule 106.15(b) or 200.02 at the time of the staff member's separation from service. The repatriation grant shall be paid at the rate for a staff member with a spouse or dependent child to an eligible staff member regardless of the place of residence of the spouse or dependent child.

(j) Where both husband and wife are staff members and each is entitled, on separation from service, to payment of the repatriation grant, payment shall be made to each, at the single rate, according to their respective entitlements, provided that, where dependent children are recognized, the first parent to be separated may claim payment at the rate applicable to a staff member with a spouse or dependent child. In this event, the second parent, on separation from service, may claim payment at the single rate for the period of qualifying service subsequent thereto, or, if eligible, at the rate applicable to a staff member with a spouse or dependent child for the whole period of his or her qualifying service, from which shall normally be deducted the amount of the repatriation grant paid to the first parent.

(k) Loss of entitlement to payment of return travel expenses under rule 109.10 or 209.12 shall not affect a staff member's eligibility for payment of the repatriation grant.

(1) In the event of the death of an eligible staff member, no payment shall be made unless there is a surviving spouse or one or more dependent children whom the Organization is obligated to repatriate in accordance with the provisions of staff rules 109.02, 109.03 or 209.02. If there is one such survivor, payment shall be made at the single rate; if there are two or more such survivors, payment shall be made at the rate applicable to a staff member with a spouse or dependent child.

Appendix J

Joint Disciplinary Committee

Composition

(a) The Joint Disciplinary Committee established under staff rule 111.01 shall consist of three members as follows:

- (i) A chairperson, selected from a panel appointed biennially by the Director-General after consultation with the Staff Council;
- (ii) One member appointed biennially by the Director-General;
- (iii) One member elected by the staff.

The staff shall elect biennially by ballot three members, one from each of the following groups:

Group I	Staff below the Associate Officer level or in corresponding salary levels
Group II	Staff in the Associate Officer through Second Officer level or in corresponding salary levels
Group III	Staff in the First Officer through Director level

The staff-elected member to sit on the Committee for a particular case shall be from the group to which the staff member whose case is to be considered belongs.

(b) Alternate members shall be selected in the same manner as the members. An alternate member shall serve during the consideration of any case for which a member is unavailable or disqualified under paragraph (e) below, provided that alternate members elected by the staff shall serve in the order in which they received votes in such election.

(c) The members and alternate members of the Joint Disciplinary Committee shall be eligible for reappointment or re-election and in any event shall remain in office until their successors are appointed or elected.

(d) A member may be removed from the panel of chairpersons by the Director-General after consultation with the Staff Council; the member and the alternate members appointed by the Director-General may be removed by the Director-General; the member and the alternate members elected by the staff may be removed by a two-thirds majority vote of the Staff Council.

(e) The Chairperson of the Joint Disciplinary Committee, at the request of either party, may disqualify any member or alternate member from the consideration of a specific case if, in the opinion of the Chairperson, such action is warranted by the relation of such

member or alternate member to the staff member whose case is to be considered. The Chairperson may also excuse any member or alternate member from the consideration of a specific case.

Procedure

(f) In considering a case, the Joint Disciplinary Committee shall act with maximum dispatch. Proceedings before the Committee shall normally be limited to the original written presentation of the case, together with brief statements and rebuttals, which may be made orally or in writing but without delay. The Joint Disciplinary Committee shall make every effort to send its report to the Director-General within two weeks after being convened.

(g) The Joint Disciplinary Committee shall permit a staff member to arrange to have his or her case presented before it by a serving staff member or a retired staff member residing at the duty station.

Appendix K

Joint Appeals Board

The provisions of staff rule 112.01 shall also be applicable to project personnel appointed under staff rules 200.01 through 213.03 and short-term staff appointed under staff rules 301.01 through 313.02.

Composition

(a) The Joint Appeals Board established under staff rule 112.01 shall be composed of:

- (i) Chairpersons appointed by the Director-General from a list presented by the Staff Council;
- (ii) Members appointed by the Director-General;
- (iii) An equal number of members elected by the staff.

The number of chairpersons and members of the Board shall be determined by the Director-General upon recommendation of the Staff Council.

(b) The chairpersons and members of the Joint Appeals Board shall be appointed or elected for two years, shall be eligible for reappointment or re-election and in any event shall remain in office until their successors are appointed or elected.

(c) A chairperson may be removed from a Board by the Director-General upon recommendation of the Staff Council. The members appointed by the Director-General may be removed by the Director-General. The members elected by the staff may be recalled by a majority vote of the staff taken at the initiative of the Staff Council.

(d) The Board shall establish its own rules of procedure. At the commencement of its term of office, the Board shall, from among the chairpersons, elect its presiding officer and, when necessary, an alternate presiding officer, who shall serve in the absence of the presiding officer; at the same time, the Board also shall decide on the system of rotation to be followed in constituting panels of the Board.

(e) The Joint Appeals Board may, by a majority vote of all its chairpersons and members, recommend to the Director-General changes in the provisions of chapter XII of the Staff Rules and this appendix.

(f) The Secretariat of the Joint Appeals Board shall consist of a Secretary and such other staff as may be required for its proper functioning.

Panel of the Joint Appeals Board

(g) For the consideration of each appeal, the presiding officer of the Joint Appeals Board shall constitute a panel of the Board, composed as follows:

- (i) A panel chairperson selected from among the chairpersons of the Board;
- (ii) A member selected from among those appointed by the Director-General;
- (iii) A member selected from among those elected by the staff.

(h) In constituting such panels, the maximum possible rotation of chairpersons and members of the Board shall be observed. No person who has served on the Joint Disciplinary Committee during consideration of a specific case or who has assisted the Director-General in a review procedure referred to in paragraph (a) of staff rule 112.02 or 212.02 shall serve on a panel established to consider an appeal relating to the same case.

(i) Before a panel undertakes consideration of an appeal, the parties shall be notified of the proposed composition thereof. The presiding officer of the Board may, at the request of either party, disqualify the chairperson or either member if, in the opinion of the presiding officer, such action is warranted to ensure impartiality. He or she may also excuse the chairperson or either member from serving on the panel.

(j) Subject to the principles set out in paragraphs (g)-(i) above, the presiding officer of the Board shall fill any vacancies arising on a panel.

Procedure of the Joint Appeals Board

(k) An appeal shall not be receivable unless the time-limits specified in paragraph (a) or (b) of staff rule 112.02 or 212.02 have been met or have been waived, in exceptional circumstances, by the panel constituted for the appeal.

(l) The designated representative of the Director-General shall submit a written reply within two months following the date of receipt of the appeal.

(m) Proceedings before a panel shall normally be limited to the original written presentation of the case, together with brief statements and rebuttals, which may be made orally or in writing, in one of the working languages of the Secretariat.

(n) A staff member may arrange to have his or her appeal presented to the panel on his or her behalf by another serving or retired staff member. The staff member may not, however, be represented before the panel by any other person.

(o) Where the competence of the Joint Appeals Board is in doubt, the panel constituted for the appeal shall decide.

(p) In case of termination or other action on grounds of inefficiency or relative efficiency, the Panel shall not consider the substantive question of efficiency but only evidence that the decision has been motivated by prejudice or by some other extraneous factor.

(q) The panel shall have the authority to call members of the Secretariat who may be able to provide information on the issues before it and shall have access to all documents pertinent to the case. The chairperson of the panel shall determine which documents are to be transmitted to the members of the panel and to the parties.

(r) In considering any appeal, the panel shall act with the maximum dispatch consistent with a fair review of the issues before it.

(s) Within one month of the date on which the consideration of an appeal has been completed, the panel shall, by majority vote, adopt and submit a report to the Director-General. The report shall be considered as constituting a record of the proceedings in the appeal and may include a summary of the matter, as well as all recommendations that the panel considers appropriate. Vote on the recommendations shall be recorded and any member of the panel may have his or her dissenting opinion included in the report.

(t) Within one month after the panel has forwarded its report, the final decision on the appeal shall be taken by the Director-General and shall be communicated to the staff member, together with a copy of the panel's report. The Director-General's decision and a copy of the panel's report shall also be transmitted to a designated officer of the Staff Council, except if the appeal was against a disciplinary action or if the staff member objects.

(u) To enable staff members to exercise their right to make application to the competent Administrative Tribunal, the Secretary of the Joint Appeals Board shall, at the request of the staff member, communicate to him or her the report of the panel, if the Director-General has not made a decision upon the report within a period of one month after the date on which the report was submitted to the Director-General.

Appendix L

Classification Appeals Committees

Classification Appeals Committee for Professional Posts

(a) The Classification Appeals Committee for Professional Posts shall be composed of a chairperson and a vice-chairperson appointed by the Director-General in consultation with the Staff Council, two members and two alternates nominated by the Staff Council and two members and two alternates designated by the Director-General, all four from the Professional category.

General Service Classification Appeals Committee

(b) The General Service Classification Appeals Committee shall be composed of a chairperson and a vice-chairperson appointed by the Director-General in consultation with the Staff Council, two members and two alternates nominated by the Staff Council and two members and two alternates designated by the Director-General.

Appendix M

Staff Performance Appraisal System

(a) As stipulated in staff rule 104.08, the service and conduct of staff members shall be the subject of regular appraisals under the Staff Performance Management system (SPM). The SPM is an integral part of UNIDO's programme for Change and Organizational Renewal and supports and reinforces results-based management with meaningful and relevant consequences.

(b) A normal performance cycle shall cover a 12 months period, normally beginning on 1 January and ending on 31 December of the same year. The formal review and assessment of the staff member's performance during a normal performance cycle occurs in three phases, namely the Start of the Cycle (SOC) from 1 January to 31 March, the Mid-Term Review (MTR) from 1 July to 31 August, and the End of the Cycle (EOC) from 1 December to 28 February.

(c) In case the SPM is required at a time when the normal performance cycle may not be possible (e.g. at the entry of new staff, reassignment of serving staff, change in first reporting officers, planned or unplanned absences), the performance period covered by a performance document may not be shorter than six months and not longer than 17 months. Therefore, if at least six months are left within a given year, the performance document shall cover such a period. If there are less than six months left during the given year, this period shall be added to the next year.

(d) At the end of the cycle, two overall ratings are established in the SPM of a staff member, i.e. one for the achievement of the results under the compact and the other for the demonstration of core values and competencies as applicable under UNIDO's competency framework.

(e) The definitions of the performance ratings are established as follows:

For the achievement of the results of the compact:

- *Five (5): Extraordinary achievement of results:* Results achieved under the compact are considered extraordinary in terms of consistently surpassing all expectations or in terms of impact on organizational performance;
- *Four (4) Exceptional achievement of results:* Results achieved under the compact are considered exceptional in terms of surpassing targets in quality or quantity;
- *Three (3): Full achievement of results:* Results achieved under the compact are fully achieved in terms of quality or quantity;
- *Two (2): Partial achievement of results:* Results achieved under the compact are meeting over half of the requirements but not all;
- *One (1): Non-achievement of results:* Results achieved under the compact are not meeting at least half of the requirements.

For the performance in the core values and competencies:

- *Five (5): Extraordinary proficiency:* Consistently demonstrates all behavioral indicators, impacting own results as well as the performance of others;
- *Four (4): Exceptional proficiency:* Consistently demonstrates all behavioral indicators;
- *Three (3): Proficient:* Consistently demonstrates more than half, but not all of the behavioral indicators;
- *Two (2): Developing proficiency:* Demonstrates half of the behavioral indicators;
- *One (1): Not proficient:* Demonstrates less than half of the behavioral indicators.

(f) When one or both of the final overall ratings is “1” or “2”, a performance improvement period is applicable during the extension of a probationary period of six months. A performance improvement period of minimum six months and maximum 12 months is applicable for a staff member on a fixed term contract.

(g) A staff member, who has received an overall rating of “1” or “2” and who is not in agreement with one or both of the final performance ratings established at the completion of the cycle, may submit a rebuttal within 30 calendar days from final notification transmittal date by the second reporting officer.

(h) A rebuttal panel is established at UNIDO headquarters and constitutes a pool of ten members, who shall be serving staff members of UNIDO. A rebuttal case shall be reviewed by a subpanel comprising of three members selected from the pool, who shall submit their recommendations to the Director, Human Resource Management Branch for a final decision.

Appendix N

[Assignment Grant and Mobility/Hardship Allowance]

Hardship Allowance, Non-family Service Allowance and Mobility Incentive

1. Definitions

For the purposes of the present appendix,

(a) "Assignment" shall mean the appointment or reassignment of an internationally recruited staff member to a duty station for a period of one year or more;

(b) "Duty stations" shall be classified as follows:

(i) "H" duty stations, consisting of Headquarters, North American and European duty stations and similar designated locations;

(ii) All other duty stations, or field duty stations, which are further divided into the categories: "A", "B", "C", "D" and "E", according to the degree of difficulty of the conditions of life and work in the locality as determined by the International Civil Service Commission.

(c) "Entitlement to [removal] relocation shipment" shall mean an entitlement to [payment of costs for the] a relocation shipment or full removal of personal effects and household goods, as provided in staff rule 109.12.

(d) "Mobility" shall mean the geographic reassignment of a staff member from one duty station to another, usually to another country, for a period of one year or longer.

[2. Assignment grant]

[(a) The assignment grant as provided in staff rules 109.09 and 206.13 shall consist of a daily subsistence portion and a lump sum, each payable at the rates and under the conditions prescribed below.]

[(b) The daily subsistence portion of the grant shall be paid for 30 days at the rate of the travel subsistence allowance referred to in rules 109.08 and 209.10 in respect of the staff member and at one half that rate in respect of each eligible family member accompanying or joining the staff member on official travel to the duty station. This amount shall be calculated on the basis of the rate prevailing on the date of the arrival of the staff member or family member, as appropriate.]

[(c) Under conditions established by the Director-General, the period of 30 days provided in paragraph (b) above may be extended up to a maximum of 90 days. The amount of the

grant during the extended period shall be up to 60 per cent of the appropriate rate applicable for the initial period.]

[(d) The daily subsistence portion of the grant shall not be payable in connection with education grant travel.]

[(e) The lump-sum portion of the grant shall normally be payable only to staff members for whom no entitlement to removal exists. It shall be paid to them according to the following rates:]

[(i) At H duty stations: for staff in the Professional and higher categories and project personnel, one month's net base salary plus post adjustment applicable to the duty station at the staff member's grade, step and rate; for internationally recruited General Service staff, one month's net base salary, plus any language allowance and dependency allowance in respect of a dependent spouse or first dependent child, whichever is applicable, at the staff member's grade and step;]

[(ii) At all other duty stations: for staff in the Professional and higher categories and project personnel for assignments expected to be of three years or more, two months' net base salary plus post adjustment applicable to the duty station at the staff member's grade, step and rate; for internationally recruited General Service staff, two months' net base salary, plus any language allowance and dependency allowance in respect of a dependent spouse or first dependent child, applicable to the duty station at the staff member's grade, step and rate. If the staff member did not remain for at least three years, recovery of a one-month lump sum shall be effected. If, however, the staff member's appointment or expected duration of assignment to the duty station is for two years or less, only one month's net base salary (plus appropriate additional elements) is payable; the second month's net base salary (plus appropriate additional elements) is payable at the start of the third year at the duty station if the staff member's appointment or assignment is extended to a total period of three years or more.]

[(f) In the case of staff members for whom an entitlement to removal exists, the lump-sum portion of the grant may be paid only when they are assigned for one year or more to a non-H duty station. In such cases, the lump-sum shall be paid in an amount equivalent to one month's net base salary plus post adjustment applicable to the duty station at the staff member's grade, step and rate.]

[(g) In cases where the staff member has not completed the period of service in respect of which the lump-sum portion of the grant has been paid, the grant shall be adjusted or recovered proportionately under conditions established by the Director-General. This requirement may be waived by the Director-General in exceptional or compelling circumstances.]

[(h) Where both husband and wife are staff members travelling at the Organization's expense to the same duty station, the daily subsistence portion of the grant shall be paid to each in respect of himself or herself. If they have a dependent child or children, the

relevant amount shall be paid to the staff member in respect of whom the child or children are recognized as dependant(s). If both would otherwise qualify for the lump-sum portion of the grant, only one lump-sum entitlement shall be paid, namely, to the spouse whose entitlement yields an higher amount.]

[(i) If an assignment represents a return to a place at which the staff member was previously stationed, the full amount of the grant shall not be payable unless the staff member has been absent from that place for at least a year. In the case of a shorter absence, the amount payable shall normally be that proportion of the full amount that the completed months of absence represent in relation to one year.]

[(j) The Director-General may, in appropriate cases, authorize the payment of all or part of the assignment grant where the Organization has not been required to pay travel expenses upon the appointment of a staff member regarded as internationally recruited under rule 103.07.]

[3. Mobility/hardship allowance]

[(a) Staff members in the Professional and higher categories, including project personnel and internationally recruited General Service staff members, who are appointed or assigned to a duty station for one year or more shall be eligible for the payment of a mobility/hardship allowance. The allowance shall be paid according to the staff member's entitlements with respect to the following components of the allowance:]

[(i) The mobility element, as an incentive for the geographic mobility of staff;

[(ii) The hardship element, as compensation for the varying degrees of hardship at different duty stations;

[(iii) The non-removal element, as compensation for the non-removal of personal effects and household goods.]

[(b) Lump sum payments of the mobility/hardship allowances are made in the form of flat amounts set by the International Civil Service Commission. The amount of the allowances payable to each eligible staff member may vary as follows:]

[(i) Mobility allowance:]

[a. At H duty stations, nil for the first three assignments. Mobility allowance is paid upon the fourth assignment (provided that at least two of the previous assignments were at A-E duty stations). For payment purposes, the number of assignments are grouped as four to six assignments and seven or more assignments;]

[b. At A-E duty stations, nil for the first assignment. Mobility allowance is paid upon the second assignment. For payment purposes, the number of assignments are grouped as two to three assignments, four to six assignments and seven or more assignments;]

[(ii) Hardship allowance: nil for H and A duty stations. Payments begin with first assignment to B, C, D and E duty stations;]

[(iii) Non removal allowance: Flat amounts are paid for duty stations H to E.]

[(c) The mobility/hardship allowances are flat amounts. Payments are differentiated by the following grade groupings: P-1 to P-3 and internationally recruited General Service staff, P-4 and P-5 and D-1 and above. Single staff shall receive 75 per cent of the flat amount paid to staff with dependants of the corresponding grade range.]

[(d) The mobility/hardship allowance is payable to all eligible staff and is non pensionable.]

[(e) The allowance shall be payable at the dependency rate to a staff member with recognized dependants, irrespective of where the dependants actually reside. When both husband and wife are staff members entitled to the allowance, it shall be paid to each of them in an amount calculated on the basis of his or her own salary level.]

[(f) Staff members who are assigned to a particular duty station and are then placed in travel or mission status while in receipt of a daily subsistence allowance (DSA) shall be eligible for the mobility/hardship allowance in respect of the duty station to which they were originally assigned and not in respect of the duty station at which they are in travel or mission status.]

[Mobility element]

[(g) Entitlement to the mobility element is subject to the requirement that the staff member concerned should have had five or more consecutive years of service in an organization participating in the United Nations common system. This requirement may be considered as met if the staff member has accumulated five years of service within a period of six consecutive years. Continuity of service is not considered as broken by periods of special leave without pay, but full months of any such period are not to be credited as service for the purpose of this allowance.]

[(h) In counting the number of assignments for the application of the mobility element, the following guidelines will be taken into account:]

[(A) An assignment will not be counted as such unless it involves the installation of the staff member at the duty station (i.e. payment by the Organization of travel expenses and the assignment grant) except in the case of an initial appointment for one year or more where no travel expenses and assignment grant have been paid;]

[(B) Any period of service on travel or mission status while in receipt of DSA will not be counted as an assignment. However, if such status is extended beyond one year at the same duty station, that period will be so counted;]

[(C) If a staff member is posted to a duty station for an initial period of less than one year and the period is subsequently extended so that service at the duty station equals or exceeds one year, such service will be counted as an assignment;]

[(D) In the case of consecutive assignments of less than one year at different duty stations during which the staff member is paid post adjustment under staff rule 106.04(c)(i) or 206.12(d), the combined periods of such assignments may be counted as one assignment;]

[(E) If a staff member is assigned to a duty station for a period of one year or more and the period is subsequently reduced on the initiative of the Organization to less than a year's duration, such service should normally be counted as an assignment.]

[(i) Transfers, secondments and loans to other organizations participating in the United Nations common system are treated in the same way as movement within the Organization for the purpose of the mobility element, i.e. in order to be counted as an assignment, such transfers, secondments and loans should be for a period of one year or more and involve a change of duty station.]

[(j) The mobility allowance is paid in monthly installments. Payment ceases after five years of service at the same duty station.]

[Hardship element]

[(k) The hardship element is payable from the initial appointment or the first assignment of a staff member to any of the duty stations classified in the B, C, D or E category, provided that the staff member meets the general conditions of eligibility for the allowance. Payments are made in monthly installments. It remains applicable for the entire duration of the staff member's service at the duty station and for as long as that duty station remains classified in the category concerned. Upon a change in the classified category, an appropriate adjustment of the hardship element and the resulting amount of payment will be made.]

[Non-removal element]

[(l) The element for non removal is applicable for a maximum period of five years at one duty station, provided the staff member is not entitled to a removal of household goods, irrespective of the length of his or her total consecutive service with an organization participating in the United Nations common system or at the duty station. Payments will be made in a lump-sum at the beginning of the assignment, up to a maximum of five years.]

2. Hardship allowance

Purpose

(a) The hardship allowance provides compensation for the varying degrees of hardship at different duty stations. The allowance shall be payable from the initial appointment or the first assignment of a staff member in the Professional and higher categories to any of the duty stations classified in the categories "B", "C", "D" or "E", provided that the staff member meets the general conditions of eligibility for the allowance.

Eligibility

(b) Internationally recruited staff members in the Professional and higher categories who are appointed or reassigned for one year or more to "B", "C", "D" or "E"-category duty stations shall be eligible for a hardship allowance.

(c) The hardship allowance shall not be payable to:

- (i) Staff serving in "H" and "A" duty stations;
- (ii) Staff on short term assignment;
- (iii) Staff in receipt of a daily subsistence allowance (DSA); or,
- (iv) Locally recruited staff members.

Payment

(d) The annual amount of the hardship allowance shall vary according to the classification of the duty station and the staff member's grade, as shown in Table 1 below.

(e) The hardship allowance shall be prorated and paid in monthly installments. The allowance shall be payable for the entire duration of the staff member's service at the duty station and for as long as that duty station remains classified in the category concerned. Any change in the classified category shall result in an appropriate adjustment to the amount of the hardship allowance.

Table 1

Annual amounts of the hardship allowance

<i>Hardship category of duty station</i>	<i>Hardship allowance (annual amounts in United States dollars)</i>		
	<i>Group 1 (P-1 to P-3)</i>	<i>Group 2 (P-4 and P-5)</i>	<i>Group 3 (D-1 and above)</i>
A	--	--	--
B	5 810	6 970	8 140
C	10 470	12 780	15 110
D	13 950	16 280	18 590
E	17 440	20 920	23 250

3. Non-family service allowance

Purpose

(a) The non-family service allowance is an incentive for internationally recruited staff members in the Professional and higher categories to undertake assignments at non-family duty locations. The non-family service allowance is payable in addition to the hardship allowance.

Eligibility

(b) Internationally recruited staff members in the Professional and higher categories who are appointed or reassigned for one year or longer at a field duty station designated by the International Civil Service Commission as *non-family* shall be eligible for the non-family service allowance.

(c) The non-family service allowance shall not be payable to:

- (i) Staff serving in duty stations not designated as *non-family* by the International Civil Service Commission;
- (ii) Staff on short-term assignment;
- (iii) Staff in receipt of a daily subsistence allowance (DSA);
- (iv) Locally recruited staff members.

Payment

(d) The non-family service allowance shall be paid in prorated, monthly installments and shall differentiate between staff members with eligible dependants and staff members with no dependants, as shown in Table 2 below.

Table 2

Annual amounts of the non-family service allowance

	<i>Non-family service allowance (annual amounts in United States dollars)</i>
Staff with eligible dependants	19 800
Staff with no dependants	7 500

4. Mobility incentive

Purpose

(a) The mobility incentive is an advance annual payment that aims at encouraging the mobility of internationally recruited staff members in the Professional and higher categories to field duty stations.

Eligibility

(b) Internationally recruited staff members in the Professional and higher categories shall be eligible for a mobility incentive provided that they:

- (i) Have five years or more of continuous service as a staff member of one or more of the organizations participating in the common system of salaries and allowances. Continuity of service shall not be considered as broken by periods of special leave without pay, but full months of any such period shall not be credited as service for the purpose of this allowance; and
- (ii) Are on assignment of one year or more to a new, non-"H" duty station and are installed at the new duty station.

(c) The mobility incentive shall not be payable to:

- (i) Staff at "H" duty stations;
- (ii) Staff on short-term assignment;
- (iii) Staff in receipt of a daily subsistence allowance (DSA);
- (iv) Locally recruited staff members;
- (v) Staff who have served for five consecutive years or more at the same duty station.

(d) In counting the number of assignments for the purposes of the mobility incentive, the following provisions shall apply:

- (i) An assignment shall not be counted as such unless it involves the installation of the staff member at the duty station (i.e. payment by the Organization of relocation travel, relocation shipment and settling-in grant) except in the case of an initial appointment for one year or more where no relocation travel and settling-in grant have been paid;
- (ii) Any period of service on travel or mission status while in receipt of a daily subsistence allowance shall not be counted as an assignment. However, if such status is extended beyond one year at the same duty station, that period shall be so counted;
- (iii) If a staff member is posted to a duty station for an initial period of less than one year and the period is subsequently extended so that service at the duty station equals or exceeds one year, such service shall be counted as an assignment;
- (iv) In the case of consecutive assignments of less than one year at different duty stations during which the staff member is paid post adjustment under

staff rule 106.04, the combined periods of such assignments may be counted as one assignment;

- (v) If a staff member is assigned to a duty station for a period of one year or more and the period is subsequently reduced on the initiative of the Organization to a period of less than one year, such service should normally be counted as an assignment.

(e) Transfers, secondments and loans to other organizations participating in the United Nations common system shall be treated in the same way as movement within the Organization for the purpose of the mobility allowance, i.e. in order to be counted as an assignment, such transfers, secondments and loans should be for a period of one year or more and involve a change of duty station.

Payment

(f) The mobility incentive shall be paid in the form of annual payments to be made up front for a period up to a maximum of five years. After five consecutive years at the same duty station, the mobility incentive is discontinued. The amount of the mobility incentive may need to be prorated if a staff member is assigned or re-assigned to a H duty station and corresponding amounts may need to be recovered. The amounts of the mobility incentive are shown in Table 3 below.

Table 3

Annual amounts of the mobility incentive

Assignment number	Additional Amounts	Group 1 (P-1 to P-3)	Group 2 (P-4 and P-5)	Group 3 (D-1 and above)
2 to 3	None	6,500	8,125	9,750
4 to 6	25 %	8,125	10,156	12,188
7+	50 %	9,750	12,188	14,625

Transitional measure

(g) Staff members who were in receipt of a mobility allowance on 30 June 2016 shall continue to be paid that allowance at the same levels for a period of up to five years at the same duty station or until they are reassigned to a new duty station, whichever occurs earlier.

Appendix O

End-of-service allowance

(a) Staff members in the General Service category at Headquarters, who entered on duty before 1 January 2013 on an appointment under the 100 Series Staff Rules shall be eligible for an end-of-service allowance as set out in subparagraphs (i) to (v) below:

- (i) An eligible staff member shall be entitled for the payment of an end-of-service allowance on one of the following conditions:
 - (A) *Upon expiration of a fixed-term appointment*, after 3 years or more of continuous service with the Organization;
 - (B) *Upon retirement, including early retirement*, after 10 years or more of continuous service with one or more of the United Nations common system organizations at Vienna provided that such payment has not been made by another of these organizations;
 - (C) *Upon death*, after 3 years or more of continuous service with the Organization. Either the death grant provided in staff rule 110.10(a)(vi) or half of the end-of-service allowance, whichever is greater, shall be paid to a surviving spouse, or, in the absence thereof, to dependent children;
 - (D) *Upon resignation after childbirth*, after 5 years or more of continuous service with the Organization. In this case, half of the allowance, up to a maximum of 3 months' salary, will be paid;
 - (E) *Upon resignation*, after 3 years or more of continuous service with the Organization to join another organization participating in the United Nations common system without a break in service;
 - (F) *Upon termination of appointment*, including termination for health reasons, after 3 years or more of continuous service with the Organization. In this case, either the termination indemnity or the end-of-service allowance, whichever is greater, will be paid;
 - (G) *Upon conversion from the General Service to the Professional category*, provided that the staff member had at least 3 years of continuous service with the Organization.
- (ii) The end-of-service allowance shall not be payable in cases of summary dismissal, abandonment of post, or resignation, except for the reasons specified in subparagraphs (D) and (E) of paragraph (i) above.
- (iii) The end-of-service allowance shall be calculated on the basis of gross salary less

staff assessment (plus language allowance and non-resident's allowance, if applicable), according to the following scale:

Completed years of continuous service	Amount of allowance in terms of months
3	2
5	3
10	4
15	6
20	9
25 or more	12

In the case of part-time employment or a combination of full-time and part-time employment, the calculation of the allowance will be based on the staff member's net base salary during the last month of service.

- (iv) In calculating the amount of the allowance to be paid, the entire service of the staff member shall be taken into account, subject to an appropriate reduction of the service credit for the period from 1 January 1972 up to 30 September 1987 in the case of staff in the General Service category and up to 28 February 1987 in the case of staff in the Manual Worker or Language Teacher category, during which periods the element of severance pay was taken into account in their respective salary scales.

The end-of-service allowance shall be computed according to the following steps:

- (A) The allowance that would have been due for the staff member's total completed years of service had the scheme been in effect from the date of entry on duty shall be calculated as a percentage of final annual salary;
- (B) The payment made through the salary scales for service performed between 1 January 1972 and 31 March 1981 (2.85 per cent per annum) and between 1 April 1981 and either 28 February 1987 or 30 September 1987 (3 per cent per annum) will be calculated as a percentage of annual salary; the calculation for the recovery amount, i.e. the appropriate percentage for service during the period of January 1972 to September or February 1987, respectively, shall be based on step 06 of the actual grade(s) held by a staff member using the salary scale in force at the time of separation. Amounts for language(s) allowance(s) and/or non-resident's allowance are disregarded;
- (C) The percentage obtained under (B) shall be subtracted from the percentage obtained under (A);
- (D) The percentage obtained under (C) shall be multiplied by the staff member's annual salary upon separation to arrive at the amount payable;

- (E) The payable amount is compared with the entitlement to EOSA counting a staff member's service as of 1 October 1987, where no deduction is necessary. Should this result in a greater amount, the greater amount shall be payable;
- (v) Staff members shall not accrue service credit towards the end-of-service allowance during full months of special leave with partial pay or without pay. Periods of less than 30 days of such leave shall not affect the ordinary rates of accrual.
- (b) Staff members in the General Service category at Headquarters, who entered on duty on or after 1 January 2013 under an appointment under the 100- and 300-Series Staff Rules shall be eligible for an end-of-service allowance as set out in subparagraphs (i) to (iii) below:
 - (i) An eligible staff member who separates from service with the Organization shall be entitled for the payment of an end-of-service allowance on one of the following conditions:
 - (A) *Upon separation from service, including resignation and retirement:* However, at the time of separation, payment of the end-of-service allowance may be deferred upon the staff member's request for a maximum period of six months. During this period, the amount of end-of-service allowance payable shall be held by the Organization in abeyance and no interest shall accrue on the amount. At the end of that six-month period, if the former staff member has not commenced a further appointment with the Organization that provides an entitlement to an end-of-service allowance, the end-of-service allowance held in abeyance by the Organization shall be paid to the former staff member. However, if at any time during that six-month period the former staff member were to commence a new appointment with the Organization that provides an entitlement to an end-of-service allowance, the sum held in abeyance by the Organization will continue to be held and the calculation of the staff member's end-of-service allowance upon final separation, or separation that lasts longer than six months, shall be based on the total period of qualifying service at the Organization, less the period of any break(s) of six months or less;
 - (B) *Upon death in service.* Either the death grant or half of the end-of-service allowance, whichever is higher in amount, shall be paid to a surviving spouse or, in the absence thereof, to a surviving dependent child or children;
 - (C) *Upon transfer to another duty station.* The end-of-service allowance shall be paid at the time of transfer. If the staff member returns to Headquarters, the calculation of his/her end-of-service allowance upon final separation will be based on the total period of qualifying service. However any amount paid on transfer will be deducted from the final entitlement;

(D) *Upon termination of contract*, including agreed termination and termination for health reasons, to the extent that the end-of-service allowance exceeds the amount of the termination indemnity;

(E) *Upon promotion from the General Service to the Professional category*. The end-of-service allowance shall be paid at the time of promotion,

(ii) The end-of-service allowance shall be paid in the form of a lump sum equal to 2% of the final monthly net base salary (plus language allowance and non-resident's allowance, if applicable) multiplied by the total number of months of completed service starting from the second month of service.

(iii) Staff members shall not accrue service credit towards end-of-service allowance during full months of special leave with partial pay or without pay. Periods of less than 30 days of such leave will not affect the ordinary rates of accrual.

(c) Staff members who are eligible for an end-of-service allowance under paragraph (a), i.e. who entered on duty before 1 January 2013 may freeze their entitlement under the current system at a certain agreed date and switch prospectively to the new end-of-service allowance system set out in paragraph (b) above. In this case, the entitlement under paragraph (a) above shall continue to be governed by the provisions specified in paragraph (a) above, the amount of which would be calculated based on the period of service up to the agreed date of the switching, but based on the net base salary during the last month of service. Such staff members may exercise this one-time option by 31 December 2013; the actual agreed date of the switching may be any date up to 31 December 2017. The total amount of the end-of-service allowance payable to such staff members shall in no case exceed 12 months of net base salary in the last month of service (plus language allowance and non-resident's allowance, as applicable).