



**OCCAR-EA**  
**OCCAR Management Procedure**

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## Record of changes

<b>Date</b>	<b>Issue</b>	<b>Changes</b>
24/01/00	OMP 4.1.2.10 Provisional Issue 1	Creation of the document (approved by the BoS on 21/02/01)
02/2005	OMP 8 Provisional Issue 1	Update of the OMP number in accordance with the structure of the OMPs adopted by the BoS on 31/03/04. Application of the current OMP template.
01/09/05	OMP 8 Issue 1	Changes in accordance with CO/710/1288/HR 07 dated 17/06/05 and Letter CO/321/2281/P-67 dated 23/11/04
01/07/06	Issue 2	Converted to the OCCAR-EA graphical house style.
09/12/08	Issue 3	Insertion of revised Education Allowance scheme in Annex IIIc following approval by the 19 <sup>th</sup> BoS. Modification of Article 4.1 of Annex IX – Appeals Board following approval by the 25 <sup>th</sup> FTPC
15/12/10	Issue 4	Significant revision of document agreed by FTPC and approved by the BoS, full details of the revision are recorded in HR Newsletter 05/2010 dated November 2010.
01/01/12	Issue 5	Changes to the policy on Expatriate Allowance resulting from CCR Report 209.

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## List of acronyms/definitions/explanations

Art.	Article
BoS	Board of Supervisors
CO	Central Office
DCA	Dependent Children’s Allowance
EA	Education Allowance
FTPC	Future Task and Policy Committee
HoD	Head of Division
HRD	Human Resources Division
OCCAR	Organisation Conjointe de Coopération en matière d’Armement
OCCAR-EA	Organisation Conjointe de Coopération en matière d’Armement – Executive Administration
OECD	Organisation for Economic Co-operation and Development
OMP	OCCAR Management Procedure
PB	Programme Board
PC	Programme Committee
PD	Programme Division
PM	Programme Manager

## **PREAMBLE**

### Article A - APPLICABILITY

A.1 These OCCAR personnel regulations shall govern personnel administration in OCCAR-EA for personnel of the following classes:

A.1.1 International personnel. International personnel are considered as civilian whatever their status is in their home nation: civilian or military.

A.1.2 Detached National Experts (see Chapter 15)

A.1.3 Consultants (see Chapter 16)

A.1.4 Temporary personnel (see Chapter 17)

A.2 These regulations do not apply to local civilian labour. The terms of employment of civilians locally employed will be set out in their contracts of employment and will comply with the conditions of work, wages, supplementary payments, etc., laid down in the legislation and regulations applicable in the host country.

A.3 In the event that there are any inconsistencies between the main text of this OMP and the Annexes, the main text should be taken as the definitive wording.

### Article B - DEFINITIONS

B.1 For purposes of these regulations, the following phrases have the meanings indicated:

B.1.1 OCCAR Convention - means the Convention on the establishment of the Organisation of Joint Armament Co-operation (Organisation Conjointe de Cooperation en matière d'Armement) signed on the 9th of September 1998;

B.1.2 Member State means any country that has signed and ratified the OCCAR convention or acceded to it;

B.1.3 Participating State means any country participating in a programme managed by OCCAR-EA. Member States or non-Member States may be Participating States;

B.1.4 Board of Supervisors (BoS) - means the highest decision-making level within OCCAR;

B.1.5 Programme Board (PB) - means a body which comprises the BoS representative(s) of the Member State(s) participating in a Programme and, where appropriate, the representative(s) of the non-Member Participating State(s) at an equivalent level;

B.1.6 Executive Administration (EA) - means the standing executive body responsible for the implementation of decisions of the BoS and the Programme Boards;

B.1.7 OCCAR-EA Director - means the senior responsible officer of OCCAR-EA;

B.1.8 International personnel, staff, or staff members, means personnel of OCCAR-EA recruited from among the nationals of Member States, or, by exception, from a non OCCAR Member State participating in an OCCAR programme, and filling international posts appearing on the approved establishment of OCCAR-EA;

B.1.9 Senior staff members as stated in the Convention, Art. 16, means the OCCAR-EA Director, the OCCAR-EA Deputy Director, the Heads of the Central Office Divisions and the Programme Managers;

B.1.10 Consultant - means a recognised expert or specialist engaged, normally from among nationals of the Member States, or non-Member Participating States to serve in an advisory capacity not provided for by the establishment approved for OCCAR-EA. They are not considered to be staff members. They are contracted on a specialist short-term basis;

B.1.11 Temporary personnel or temporary staff - means personnel engaged from among nationals of the Member States or non-Member Participating States either to substitute for staff members who are absent or to undertake temporary tasks which are in excess of the capacity of the establishment approved for OCCAR-EA. These are staff members with international status employed on a short-term basis;

B.1.12 Detached National Experts - means personnel (known as "seconded personnel not under contract to OCCAR" in Art. 22.1 of the OCCAR Convention and as "experts" in Art. 16 of its Annex I) on short term deployment to OCCAR-EA for fulfilment of specific tasks whilst remaining mostly under national terms. They are not considered as staff members.

B.1.13 Established residence is defined as the location at which a staff member lives during the working-week.

B.2 Throughout these regulations, where the context so admits, the masculine gender shall be deemed to include the feminine.

## Article C - RESPONSIBILITY AND AUTHORITY

C.1 The OCCAR-EA Director is responsible for ensuring that these regulations are applied faithfully. Where this OMP authorises the OCCAR-EA Director to make an exception to certain rules and he decides to make use of this right, such decision shall be recorded by HRD and shall be published as appropriate in view to constitute a reference for the future.

C.2 To this end he is authorised:

C.2.1 to take such steps as he considers necessary to establish, consistent with the provisions of these regulations, more detailed rules and procedures to ensure effective, efficient and economical administration and utilisation of personnel within OCCAR-EA;

C.2.2 to designate the official or officials authorised to exercise the powers and authorities relative to personnel vested in them by these or other regulations.

## Article D - IMMUNITIES AND PRIVILEGES

D.1 The personnel designated in Art. A.1.1, Art. A.1.2 and Art. A.1.4 above shall enjoy the privileges and immunities set out in Annex I of the Convention. These privileges and immunities are accorded in the interests of OCCAR and not for personal benefit. They do not exempt the personnel from the duty to fulfil their obligations as private individuals or from the duty to respect the laws and the police regulations.

D.2 Whenever these privileges and immunities are called in question, the personnel concerned shall report the matter immediately through his line of command to the OCCAR-EA Director, who will inform the BoS.

## **CHAPTER I - RECRUITMENT**

### Article 1 - POLICY

1.1 Staff members of OCCAR-EA shall be appointed on the basis of their qualifications, skills, competences and experience which best match those detailed in the vacancy notice for the relevant post. They are recruited only to fulfil a formally established Post.

1.2 With regard to recruitment:

1.2.1 Posts in Central Office and in Bonn Site Management, OCCAR shall recruit nationals from Member States;

1.2.2 Other Site Management posts, OCCAR shall recruit nationals from Nations participating in a programme supported by that Site;

1.2.3 Posts in Programme Divisions, OCCAR shall recruit nationals from Nations participating in that programme;

1.2.4 The case of staff with more than one nationality is dealt with in OMP 9.

1.3 The paramount consideration in the appointment of the staff shall be the necessity of securing the highest standards of competence, diligence and integrity.

### Article 2 - EQUAL OPPORTUNITIES

OCCAR is an international organisation that promotes equal opportunities. Consequently, whilst giving due regard to Art. 1 above, recruitment for OCCAR posts is performed regardless of gender, marital status, race, colour, ethnic origins, sexual orientation, disability, religious and political affiliation.

### Article 3 - RECRUITMENT PROCEDURES

OCCAR-EA recruitment procedures are laid down in OMP 9.

## **CHAPTER II - EMPLOYMENT AND CONTRACTS**

### Article 4 - EMPLOYMENT

4.1 A staff member is employed by OCCAR-EA in a post of a specific grade and with designation of the location or locations where the duties are to be performed.

4.2 Staff members start their employment at the lowest step of the grade, except in the following situations:

4.2.1 in the case of Star Grades, where another step has been defined (see Art. 58.1.3) or;

4.2.2 in the case of a staff member who successfully applied for a post resulting in an internal promotion;

4.2.3 in the case a staff member successfully applied for another post in the same grade.

4.3 In the case of Art. 4.2.1, staff members recruited for A2 Star grade start at A2 step 5. Staff members recruited for A3, A4 or A5 star grades start at step 4. In cases of Art. 4.2.2 and Art. 4.2.3, the step will be defined in order to ensure that staff member's salary will not be decreased in comparison to the previous one.

4.4 The total length of employment by OCCAR in one or several contracts or periods shall not exceed 9 years.

## Article 5 - CONTRACTS

5.1 Contracts of employment shall lay down the terms and conditions of employment including the appropriate basic salary.

5.2 Prior to signature of contract, the Head of the Human Resources Division shall ensure that the future staff member meets the criteria detailed in OMP 9 (nationality, age, completion of military service, physical fitness, linguistic skills, relationship to another staff member, security) and in Chapter I of this OMP.

5.3 The duration of an initial contract will not exceed three years. In the case of staff seconded from their national administrations, the length of the contract will not exceed the length of the approved secondment.

### 5.4 Contract extensions

5.4.1 The OCCAR-EA Director may offer staff members extensions of their contracts (each extension for a maximum of 2 years).

5.4.2 With regard to staff members in A grade positions the total length of employment within the same position shall not exceed five years. Exceptions to this rule may be granted by the OCCAR-EA Director, in case of operational requirements, with a limit of 12 months.

5.4.3 The extensions will be offered on the basis of performance of the staff members and operational requirements of the organisation including the management of the annual staff turnover.

5.4.4 Staff members may ask for an extension up to a maximum of 6 months, for compelling personal reasons like family constraint, school constraint, retirement, date of taking up a new job after OCCAR. Such a request shall be submitted at least 12 months prior to the end of contract and normally shall be favourably considered by the OCCAR-EA Director.

5.4.5 For Senior staff, any contract extension requires prior BoS or PB approval.

5.4.6 Staff members should be informed not less than six months before the expiry of their contracts whether or not it is intended to offer such extensions.

5.4.7 Any contract extension shall also be within the limits of Art. 4.4.

#### Article 6 - PROBATIONARY PERIOD

6.1 With the exception of the OCCAR-EA Director's contract, the first six months of the initial contract will be considered as a probationary period. This also applies to an OCCAR staff member who successfully applied for a different position within the Organisation to ensure that the staff member has the ability to carry out the new duties to a satisfactory level of competence.

6.2 Before the end of the probationary period the staff member will be notified in writing whether:

6.2.1 the contract has been confirmed;

6.2.2 the contract has been terminated in accordance with the provisions therein;

6.2.3 the probationary period has been extended due to exceptional circumstances. An extension of the probationary period shall not exceed 6 months.

### **CHAPTER III - DISCHARGE**

#### Article 7 - GENERAL PROVISIONS

7.1 A staff member may be discharged from OCCAR-EA for any of the following reasons:

7.1.1 expiration of contract - see Art. 5;

7.1.2 resignation by the staff member - see Art. 8;

7.1.3 termination by the OCCAR-EA Director - see Art. 9;

7.1.4 attainment of the age limit - see Art. 11;

7.2 In the case of death of a staff member, the contract is terminated (see Art. 51)

#### Article 8 - RESIGNATION

8.1 A staff member wishing to resign must notify the Human Resources Division of his decision in writing through his line management.

8.2 On behalf of the OCCAR-EA Director, the Human Resources Division shall acknowledge receipt of the resignation. This resignation is then irrevocable unless otherwise mutually agreed.

8.3 Resignation shall not be a reason to preclude disciplinary action and/or legal proceedings.

8.4 No staff member shall relinquish his post before the end of the notice period specified in his contract except where specifically so authorised by the OCCAR-EA

Director. Failure to observe this rule shall make him liable to disciplinary action and/or legal proceedings.

#### Article 9 – TERMINATION

9.1 OCCAR-EA has the right to terminate contracts for due and valid reasons, for example:

9.1.1 if the staff member does not give satisfactory service either through inadequate performance or attendance;

9.1.2 if the post which he holds is suppressed, or if the country of which he is a national ceases to be a member of OCCAR, or withdraws from a programme, or does not establish or renew the security clearance;

9.1.3 If the security clearance is not provided as described in OMP 9 Art 12 or if the security clearance is withdrawn or not renewed by the relevant national authority;

9.1.4 as a result of disciplinary action (see Chapter XIII);

9.1.5 if the staff member is incapacitated for service.

9.2 The termination of a contract shall be notified in writing to the staff member concerned in accordance with the relevant notice period.

#### Article 10 - NOTICE PERIODS AND INDEMNITIES

10.1 During the probationary period, an appointment may be terminated by either of the contracting parties on 30 days' notice.

10.2 Employment contracts concluded with staff members shall state the period of notice which the staff member is required to give in the event of resignation and which OCCAR-EA is required to give in the event of termination of the contract. As a general rule, this period of notice shall be 90 days.

10.3 If the staff member is absent on normal sick leave at the time of notification of the termination of his contract in accordance with Art. 9.2, the period of notice to which he is entitled shall be prolonged by the duration of normal sick leave after the notification. This does not apply if the staff member is under the status of extended sick leave.

10.4 If the end of the period notice calculated in line with Art. 10.2 and Art. 10.3 is after the end date stipulated in the contract, the employment contract ends on the end date stipulated in the contract.

10.5 In case of termination of the contract, the OCCAR-EA Director may, in exceptional cases, substitute for all or part of the contractual period of notice an allowance equal to the emoluments which would have been paid to the staff member if he had continued in his duties during that period. The total period of notice shall be considered as service in accordance with the provisions of the Provident Fund Rules.

## Article 11 - AGE LIMIT

Contracts of employment shall not extend beyond the last day of the month in which the staff member reaches the age of 65. In case of exceptional operational requirements, approved by the FTPC, after endorsement by the relevant PC when applicable, the age limit may be extended for a maximum of 24 months. However, this extension shall be within the limits of Art. 4.4 and Art. 5.4.

## **CHAPTER IV - OBLIGATIONS AND RESPONSIBILITIES**

### Article 12 - DUTIES, INCOMPATIBILITIES AND PROPRIETARY RIGHTS

#### 12.1 Duties

12.1.1 Staff members exercise functions of an international character in the common interest of OCCAR. They are subject to the authority of the OCCAR-EA Director employing them and are assigned to their duties by him. They are answerable to him for the performance of these functions and for compliance with all applicable OCCAR rules and regulations.

12.1.2 Staff members are bound to professional secrecy. They shall exercise the utmost discretion in all matters of official business and in giving information on matters in any way related to the aims and activities of OCCAR. This obligation continues after the end of their employment contract.

#### 12.2 Personal information

Staff members shall provide the necessary personal information for administration purposes and bring any changes in their personal circumstances (e.g. contact data, change of address, marital status) to the attention of the Human Resources Division.

#### 12.3 Incompatibilities

12.3.1 A staff member who intends to stand for public office shall notify the OCCAR-EA Director. The latter shall decide, in the light of the interests of the service, whether the staff member concerned:

- may continue to discharge his duties as before; or
- may be authorised to discharge his duties on a part-time basis; or
- must resign because if he accepts this public office it is considered incompatible with the tasks he is expected to perform for OCCAR or with his status as a member of the international personnel.

12.3.2 A staff member elected or appointed to public office shall immediately inform the OCCAR-EA Director, who shall take the decision referred to in Art.12.3.1.

12.3.3 No staff member may:

- engage in any outside occupation or hold any outside office which is incompatible with the proper discharge of his duties with OCCAR or with his status as a member of the international personnel. In case of doubt the matter will be decided by the OCCAR-EA Director;

- hold paid employment besides his OCCAR-EA employment without the prior written consent of the OCCAR-EA Director.

12.3.4 No staff member shall use his position, or information gained from within OCCAR for personal advantage.

12.3.5 In principle, staff members shall not accept gifts or favours from any external source connected in any way with OCCAR activities. Exceptions (e.g. hospitality or items of small intrinsic value) will be prescribed by the OCCAR-EA Director.

12.3.6 Staff members shall not accept any honour, decoration, favour or reward arising out of service within OCCAR nor shall they accept any emoluments from any government, without first having obtained the consent of the OCCAR-EA Director.

12.3.7 They shall not, except as authorised in the normal course of official duties or with the prior approval of the OCCAR-EA Director:

- communicate to a third party classified or sensitive information obtained during or by reason of the exercise of their official functions (see Chapter VI);
- make or release for publication through any media (e.g. press, radio, television, internet or other agencies of public information) statements on matters in any way related to the aims and activities of OCCAR.
- give lectures, contribute articles or write books on such subjects.

12.3.8 After having received consent to hold a public office (Art. 12.3.1 and Art. 12.3.2) or a secondary employment (Art. 12.3.3), the staff member has to keep the OCCAR-EA Director informed on all changes in the conditions of his public office or secondary employment. The OCCAR-EA Director may reconsider his decision at any time, if the public office or secondary employment has negative effects on the efficiency of the staff member or is incompatible with the interests of OCCAR.

12.3.9 If the OCCAR-EA Director authorises any of the activities listed under Art. 12.3.7 above, the staff members shall not accept any fee without the authorisation of the OCCAR-EA Director. They may, however, accept reimbursement of any travel and subsistence expenses actually incurred.

#### 12.4 Proprietary Rights

All rights (including title, copyright and patent rights) in any work done by staff members in the performance of their duties shall be the property of OCCAR, OCCAR Member States or Programme Participating States as detailed in OMP 4.

#### 12.5 Liability

Staff members may be required to reimburse, either in part or in full, any loss of property sustained by OCCAR-EA through their gross negligence or wilful act.

## Article 13 - LOYALTY TO OCCAR

13.1 On accepting employment with OCCAR-EA, each staff member shall sign the following declaration:

"I solemnly undertake to exercise in all loyalty, discretion and conscience the functions entrusted to me as a staff member of OCCAR-EA, and to discharge these functions with the sole interests of OCCAR in mind. I undertake not to seek or accept instructions in regard to the performance of my duties from any government or from any authority other than the OCCAR-EA Director or a person designated by him."

13.2 Staff members shall conduct themselves at all times in a manner compatible with their status as representatives of OCCAR-EA. They shall avoid any action or activity, which may reflect adversely on their position or on the good repute of OCCAR.

13.3 When being recruited, OCCAR staff members shall commit themselves not to enter, within two years of the end of their employment with OCCAR-EA, in any form of full or part-time, free or paid employment:

- in private company;
- in the service of the government of a non Member State or its agencies for Central Office staff and Sites staff;
- in the service of the government of a non Participating State or its agencies for Programme Divisions staff,

if they

- have had any dealing of a continued nature or repeated nature with their prospective employer at any time during their period of OCCAR employment; or
- have been involved in the advice or decisions benefiting their prospective employer or have been involved in developing policy, knowledge of which might be of benefit to their prospective employer; or
- have worked in an OCCAR-EA division of which the prospective employer is a contractor/sub-contractor.

This commitment covers:

- the initial appointment and
- any further appointment within two years of the end of the above circumstances creating this obligation.

Staff members may seek a waiver of this commitment from the FTPC which will decide expeditiously ex-committee on the basis of a proposal made by the OCCAR-EA Director. If a staff member breaches his commitment, the OCCAR-EA Director will consult with the staff member's national authority, regarding the appropriate action to be taken. This may result in disciplinary action (including application of Art. 7.6 of Annex C) and/or legal proceedings.

## Article 14 - ASSISTANCE AND COMPENSATION

14.1 If a staff member or former staff member, or a member of his family, by reason of his present or former office or duties with OCCAR-EA, is subject to any insult, threat, defamation or attack to his person and property, OCCAR-EA shall provide assistance, in particular in taking action against the author of any such act.

14.2 If, by reason of his present or former office or duties with OCCAR-EA, a staff member or a former staff member or a member of his family suffers material damage, OCCAR-EA shall, subject to the provisions of Art. 14.4 grant compensation insofar as he has not wilfully or through gross negligence by himself provoked the damage and has been unable to obtain proper redress, taking also into account any other payment coming from OCCAR-EA or from other sources.

14.3 OCCAR-EA shall arrange insurance cover for staff members or former staff members and members of their family in order to provide them with appropriate compensation related to physical injury suffered by reason of their present or former office or duties with OCCAR-EA insofar as the injury has not been wilfully or through gross negligence provoked by the injured.

14.4 The OCCAR-EA Director enjoys a discretionary power to decide whether there is a direct link between the injury suffered and the staff member's, or former staff member's service with OCCAR-EA, whether he has wilfully or through gross negligence provoked the injury, whether proper redress has been obtained, what form any assistance should take and, in the case of material damage, what compensation, if any, should be granted.

14.5 Prior to receiving compensation from OCCAR-EA, the beneficiary shall make over to OCCAR-EA or insurance company, as appropriate, the claims he may have against any third party up to the amount covered by the compensation.

## **CHAPTER V - WORKING CONDITIONS**

### Article 15 - WORKING WEEK

15.1 Staff members in active employment shall at all times be at the disposal of OCCAR-EA, however, the normal working week shall not exceed 42 hours.

The working week shall consist of an average of 39 hours. Whilst respecting this average value, the OCCAR-EA Director may prescribe an increased working time for a normal working week in order to establish bridging days.

The normal working hours and the number of bridging days shall be prescribed by the OCCAR-EA Director after consultation with the Staff Committee and submitted to the BoS for approval.

In approving the Director's proposal, the BoS will take due regard to the provision of the regulations governing European Standards of occupational safety and health.

Any changes to the working hours regulations, by either the OCCAR-EA Director or the BoS, shall respect the provisions above and require prior consultation with the Staff Committee.

15.2 To meet service requirements, the OCCAR-EA Director may introduce a shift system, which may involve night work and/or work on Saturdays, Sundays or prescribed public holidays.

15.3 The OCCAR-EA Director shall prescribe a system for recording daily attendance and absences.

15.4 In calculating the number of hours worked during any given week, hours worked on Sunday shall be counted with those worked in the week immediately following.

15.5 The OCCAR-EA Director may authorise or recruit a staff member to work part-time. The conditions under which a staff member may be employed part-time and the special conditions which shall apply to him are set out in Annex OMP 8-A.

#### 15.6 Official holidays

15.6.1 Public holidays of the duty station (including official local holidays) to be observed will be prescribed by the OCCAR-EA Director. If, however, service requirements make it necessary for staff members to work on a prescribed public holiday, they will be granted a day's holiday in compensation on a date to be determined by the Head of their Division.

15.6.2 When a prescribed public holiday falls on a Saturday or Sunday, the OCCAR-EA Director may designate another day convenient to OCCAR-EA as a holiday except where the number of prescribed public holidays exceeds 10 per year.

15.6.3 Staff members may observe other religious or national holidays, but such days taken shall count against annual leave.

### Article 16 - OCCUPATIONAL HEALTH AND SAFETY

16.1 The OCCAR-EA Director shall ensure that adequate health and safety conditions exist, based on host nation standards. For this purpose the OCCAR-EA Director shall establish a health and safety committee on which the Staff Association shall be represented. Staff members shall comply with the occupational health and safety regulations of OCCAR-EA.

16.2 In order to ensure the staff member continues to fulfil the physical standards demanded by the exercise of his functions, he may be required to undergo an annual medical examination by the OCCAR Medical Advisor.

### Article 17 - SPECIAL WORKING HOURS

#### 17.1 Night work

17.1.1 Night work is work performed between 22:00 and 07:00 hours.

17.1.2 Night overtime is work performed according the provisions of both articles 17.1.1 and 17.2.1.

#### 17.2 Overtime

17.2.1 Overtime is the time worked in excess of the total of weekly working hours prescribed by the OCCAR-EA Director under Art. 15.1. It is calculated on

a weekly basis except for staff working in shifts to whom Art. 17.5.6 shall apply.

17.2.2 The number of overtime hours worked must be kept to a minimum and to this end a request to work overtime must be made in advance to the Head of Human Resources Division through the respective line manager. Normally, no staff member shall be required to work more than 15 hours overtime in any given week, or more than 48 hours overtime in any given month.

### 17.3 Application

17.3.1 Night work entitles staff in category B and C to 150% of the hourly rate of basic salary as defined in Art. 23. Compensation for night work cannot be cumulated with compensation for night overtime.

17.3.2 If staff members in category A and L are repeatedly called upon, owing to service requirements, to work either substantially longer hours than, or inconvenient hours outside, the normal working week, the Heads of Division may, at their discretion, authorise compensatory leave.

### 17.4 Compensation

17.4.1 Overtime hours shall, in the first instance, entitle staff members in category B and C to an equivalent amount of compensatory leave increased by the following percentages:

- 33% for overtime worked between 07:00 and 22:00 hours; or
- 50% for overtime worked between 07:00 and 22:00 hours on Saturdays, Sundays and prescribed public holidays; and
- 100% for night overtime worked between 22:00 and 07:00 hours.

17.4.2 This compensatory leave must be taken before the end of the third month following that in which the overtime was worked.

However, if as a result of service requirements it cannot be granted, either in whole or in part, within this period, the official designated by the OCCAR-EA Director may authorise payment in lieu for the untaken compensatory leave. This compensatory payment shall be calculated on the basis of the hourly basic salary, as defined in Art. 23, to which the staff member was entitled at the period when the overtime was worked.

17.4.3 Where there are special circumstances in a particular case, the OCCAR-EA Director may authorise the inclusion in emoluments of compensation for regularly worked overtime and night work, in which case the conditions of articles 17.3.1 and 17.4.1 are not applicable.

### 17.5 Shift work

17.5.1 Shift work is performed within one of several teams operating a continuous and regular shift cycle in a system introduced under Art. 15.2.

17.5.2 The provisions of articles 17.3.1 and 17.4.1 are not applicable to staff performing shift work. However, staff members in category B and C performing shift work will be entitled to an allowance equivalent to one step

increment applicable to the grade of the staff member concerned. This allowance will continue to be paid during periods of leave and during periods of sick leave not exceeding 30 consecutive days.

17.5.3 In addition, staff members in category B and C performing shift work are entitled to an additional payment equal to:

- 25% of hourly basic salary as defined in Art. 23 for shift work performed between 07:00 hours and 22:00 hours on Saturdays, Sundays and prescribed public holidays;
- 33% of hourly basic salary as defined in Art. 23 for shift work performed between the hours of 22:00 and 07:00.

17.5.4 For the calculation of the additional payment in any given shift of 8 hours a break up to a maximum of 30 minutes will be considered part of working hours.

17.5.5 Where there are special circumstances the OCCAR-EA Director may authorise the payment of compensation for shift work, as provided for in articles 17.5.2 and 17.5.3, to staff members in category A and L.

17.5.6 If the average number of hours per week worked over a complete shift cycle exceeds the weekly working hours prescribed under Art. 15.1, staff in category B and C performing shift work will be entitled, in the first instance, to compensatory leave equal to the overtime worked increased by 33%. This compensatory leave must be taken before the end of the third month following that in which the overtime was worked. However, if as a result of service requirements it cannot be granted either in whole or in part, within this period, the Head of Human Resources Division may authorise payment in lieu of the untaken compensatory leave. This compensatory payment shall be calculated on the basis of the hourly basic salary, as defined in Art. 23, to which the staff member was entitled at the time the weekly working hours were exceeded.

## **CHAPTER VI - SECURITY**

### **Article 18 - SENSITIVE AND CLASSIFIED INFORMATION**

18.1 OCCAR-EA staff members are required to be aware of their responsibility for preserving the secrecy of sensitive and classified information. To this extent, they will acquaint themselves with the OCCAR-EA Security Regulations (OMP 11), OCCAR Sensitive Information (OMP 12) and related documents.

18.2 New staff members shall sign a confidentiality declaration defining their responsibilities relating to security and the consequences of their non-compliance thereof.

Article 19 - RESERVED

Article 20 - RESERVED

Article 21 - RESERVED

## **CHAPTER VII - EMOLUMENTS, ADVANCES AND LOANS**

Article 22 - EMOLUMENTS

22.1 The emoluments paid to staff members are twofold:

- basic salary;
- those allowances described in this chapter.

22.2 The scales of salaries and allowances of all staff members are based on the recommendations of the Co-ordinated Organisations and approved by the BoS. Such scales are established for each Member State in which OCCAR operates and are expressed in the currency of that country or in Euros.

22.3 Salaries and allowances shall be paid in arrears and, in principle, on the third from last working day of each month. To simplify calculations, one month shall count as one twelfth of a year and one day as one-thirtieth of a month.

22.4 These emoluments shall be paid in the currency of the country of duty station or in Euro. Staff members shall be entitled to request payment of their emoluments be made to a maximum of two bank accounts, one in the country of the duty station and one in the home nation.

22.5 A staff member assigned for a period presumed to exceed six months to a post established in a different country will be paid according to the scales applicable to that country.

22.6 In the event of the death of a staff member, his emoluments shall be paid until the end of the calendar month in which death occurs.

Article 23 - BASIC SALARY

Basic salary shall be understood as the salary applicable to the grade and current step of the staff member. It excludes all allowances. Basic salaries are approved by the BoS, based on the recommendations in the "Report On the Annual Adjustment Of Remuneration Of The Staff Of The Co-ordinated Organisations".

Article 24 - ALLOWANCES

24.1 Staff members who fulfil the conditions of eligibility laid down in the Articles which follow shall receive the appropriate allowances. These allowances are:

- Expatriation allowance (including Dependant Children's Expatriation supplement);
- Household allowance;
- Dependent children's allowance;
- Handicapped children's allowance;

- Education allowance;
- Extra duties allowance;
- Rent allowance.

Unless otherwise defined in this OMP, these allowances are approved by the BoS, based on the recommendations in the "Report On the Annual Adjustment Of Remuneration Of The Staff Of The Co-ordinated Organisations".

24.2 The introduction of special allowances with application limited in time and place may also be approved by the BoS. The conditions governing entitlement to and payment of these allowances will be notified separately to staff members by the OCCAR-EA Director.

24.3 At the time of appointment each staff member shall furnish all information necessary for the determination of his eligibility for allowances. Staff members must without delay bring subsequent changes affecting eligibility to the attention of the Human Resources Division.

24.4 The effective date for the granting or withdrawal of the allowance shall be that on which the staff member qualifies or ceases to qualify for the allowance, except for cessation of Household and Dependent Children's Allowance (see articles 29 & 30).

24.5 Claims for allowance submitted more than three months after the event to which the claim relates will not be granted retroactively unless exceptional circumstances can be proved.

24.6 The payment of the household, dependent children's, handicapped children's allowance, rent, education and expatriation allowances shall be subject to the deduction of allowances of the same nature received by the staff member, the spouse or partner or the dependents from another source.

## Article 25 - DEDUCTIONS

### 25.1 Provident Fund contribution

Staff members contribute at a rate of 11% of basic salary to the Provident Fund (see Chapter XI).

### 25.2 Social Security contribution

In addition, staff members contribute to the system of social security and insurances outlined in Chapter X at a rate that is determined by the OCCAR-EA Director on the basis of actual cost of the social security scheme.

### 25.3 Internal Salary Tax

Staff members contribute, at a rate to be determined by the BoS on the basis of a recommendation of the OCCAR-EA Director, a percentage of basic salary to the staff association funds.

Article 26 - RESERVED

Article 27 - RESERVED

Article 28 - EXPATRIATION ALLOWANCE

28.1 STAFF WITH A CONTRACT STARTING DATE PRIOR TO 01.01.2012

28.1.1 The expatriation allowance shall be paid to staff members who, at the time of their appointment by OCCAR-EA, were not nationals of the host country and had not been continuously resident in that country's territory for at least one year, excluding periods of previous service with their own country's administration or with other international organisations.

28.1.2 A staff member who has previously been entitled to the expatriation allowance and is taking up duty in or is relocated to the country of which he is a national, ceases to be entitled to the expatriation allowance.

28.1.3. The rate of the allowance during the first five years of OCCAR service at the same duty station shall be:

18% of basic salary for staff members entitled to the household allowance;

14% of basic salary for staff members not entitled to the household allowance.

28.1.4 The allowance shall be calculated on the first step in grade of recruitment or promotion irrespective of any increase in the staff member's basic salary by movement up the incremental scale and shall be adjusted in the same proportions and at the same date as basic salary.

28.1.5 In years six, seven, eight and nine of OCCAR service at the same duty station the allowance at the rate of 18% shall be reduced by one percentage point per year to 14% and the allowance at the rate of 14% shall be reduced by one percentage point per year to 10%. During this period, and thereafter, the allowance shall be adjusted in the same proportions and at the same date as basic salary.

28.1.6 Where both spouses or partners are non-resident and employed in the same country by OCCAR-EA, they shall each be entitled to an expatriation allowance at the rate of 14% whether or not they are entitled to the household allowance or, at the rates on the reduction scale which correspond to the number of each spouse's or partner's years of service.

28.1.7 Where one of the spouses or partners is employed by OCCAR-EA and the other is entitled to expatriation allowance from a third source, the OCCAR staff member shall be entitled to an expatriation allowance at the rate of 14% whether or not he is entitled to the household allowance or at the rates on the reduction scale which correspond to the number of his years of service.

28.1.8 When any point of the frontier of the country of which the staff member is a national is within a radius of 50 km from the OCCAR duty station, such a staff member shall not be entitled to the expatriation allowance, unless the staff member supplied proof that he has established his actual and habitual residence in the country of service or, exceptionally and subject to

agreement by the OCCAR-EA Director, in another country of which he is not a national, taking account of his family circumstances.

28.1.9 In cases where the application of this article would be unfair or cause special hardship, the OCCAR-EA Director may authorize an exception.

28.1.10 In addition, expatriated staff members shall be entitled to an expatriation supplement for each dependent child.

The dependant children's expatriation supplement and education allowance shall not be paid concurrently for the same child.

## 28.2. STAFF WITH A CONTRACT STARTING DATE ON OR AFTER 01.01.2012

### 28.2.1 Entitlement

28.2.1.1 The expatriation allowance shall be paid to staff who, at the time of their appointment by OCCAR-EA:

i) were not nationals of the host State; and

ii) had been continuously resident for less than one year on that state's territory, no account being taken of previous service in their own country's administration or with other international organisations; and

iii) were recruited from outside the local commuting area of the duty station.

The "local commuting area" shall be defined as a radius of 100 kilometers from the duty station.

28.2.1.2 In the event of a staff member who has been entitled to the expatriation allowance, taking up duty in a duty station where he does not meet these three criteria, he shall cease to be entitled to the expatriation allowance.

28.2.1.3 In the event of a staff member who has not been entitled to the expatriation allowance taking up duty in a duty station where he meets these three criteria, he shall begin to be entitled to the expatriation allowance.

28.2.1.4 In the event of a staff member of another international organisation or a member of the administration or armed forces of the country of origin taking up duty with OCCAR-EA without changing country, the provisions of paragraph 28.2.1 iii) shall not apply.

### 28.2.2. Rate of the allowance

28.2.2.1 The rate of the allowance during the first five years of service shall be 10 percent of basic salary.

The allowance shall be calculated on the first step in the grade of recruitment or promotion irrespective of any increase in the staff member's basic salary by movement up the incremental scale and shall be adjusted in the same proportions and at the same date as basic salary.

28.2.2.2 In years six through ten, the allowance shall be reduced by two percentage points per year to reach zero in year ten. During this period, the allowance shall be adjusted in the same proportions and at the same date as basic salary.

28.2.2.3 In the event of a staff member of another international organisation or a member of the administration or armed forces of the country of origin taking up duty with OCCAR-EA without changing country, the previous service in the host country will be taken into account in determining the application of paragraphs 28.2.2.1 and 28.2.2.2 above.

28.2.2.4 In the event of a staff member being transferred, within OCCAR-EA, to a new duty country where the staff member meets the eligibility criteria, the rate of the allowance and the time period shall be restored to their initial levels and then reduced, as described in paragraphs 28.2.2.1 and 28.2.2.2 above.

### 28.2.3. Couples

28.2.3.1 Where a husband and wife, or a couple living in recognized partnership defined in Article 29.1.3 below, are both non-resident and are both employed in the same country by OCCAR-EA, they shall each be entitled to an expatriation allowance at the rate of 10 per cent or at the rates on the reduction scale which correspond to the number of each spouse or partner's years of service.

### 28.2.4 Verification of eligibility

28.2.4.1 When any point on the frontier of the country of which the staff member is a national is within a radius of 100 kms from the duty station, such a staff member shall not be entitled to the expatriation allowance and the related education allowance and home leave unless he supplies proof that he has established his actual and habitual residence in the country of service or, exceptionally and subject to agreement by the OCCAR-EA Director, in another country of which he is not a national, taking account of his family circumstances.

28.2.4.2 Staff members receiving the expatriation allowance shall notify OCCAR-EA of any change in their place of residence.

28.2.4.3 Under special circumstances and for sound and sufficient reasons, exceptions to the rule in paragraph 28.2.4.1 above may be made by the OCCAR-EA Director.

### 28.2.5. Related allowances

28.2.5.1 The reduction to zero of the expatriation allowance shall not disqualify the staff member for entitlement to the education allowance, the expatriated child allowance or home leave.

## 28.3 SPECIAL PROVISIONS

Staff members with an initial contract entering into force before 01/01/2012 and staff members with contract extensions deriving from the aforementioned initial contracts, shall remain under the conditions of Art. 28.1.

## Article 29 - HOUSEHOLD ALLOWANCE

29.1 The following shall be entitled to household allowance:

29.1.1 a married staff member recognised under his national legislation;

29.1.2 a widowed, divorced, legally separated or unmarried staff member with a dependent child or with dependant children as defined in Art. 30 below;

29.1.3 any staff member who is registered as a stable non-marital partner, provided that:

- the couple produces a legal document recognised as such by any competent authority of an OCCAR Member/Participating State, acknowledging their status as non-marital partners;
- neither partner is in a marital relationship or in another non-marital partnership;
- the partners are not related in any of the following ways: parent, child, grandparent, grandchild, brother, sister, aunt, uncle, nephew, niece, son-in-law, daughter-in-law.

### 29.2 Amount of the Household Allowance

29.2.1 The rate of the Household Allowance shall be 6% of the staff member's basic salary.

29.2.2 In the case of a staff member who has no dependent child but whose spouse or partner is gainfully employed, the allowance payable shall be reduced according to the following formula:

- the allowance payable, within the overall limit of 6% of basic salary, shall be the difference between the basic salary for grade B3 step 1 plus the allowance to which the official would be entitled in theory, and the net income of the spouse or partner. If the latter amount is equal to or greater than the former, no allowance shall be payable.

29.3 Where both spouses or partners are employed by OCCAR-EA, the household allowance shall be paid only to the staff member in receipt of the higher basic salary.

29.4 Where a staff member loses his entitlement to the household allowance during the course of a calendar month, he shall, notwithstanding Art. 24.4, continue to receive the allowance until the end of that month.

## Article 30 - DEPENDENT CHILDREN'S ALLOWANCE

30.1 This allowance shall be paid to staff members for each child under the age of 18 years who is mainly and permanently maintained by the staff member or, for whom the staff member is paying alimony. In case of alimony, the amount paid of Dependent Children's Allowance (DCA) shall not exceed the amount of the alimony. It shall also be paid for each child recognised as handicapped under Art. 31 below, whatever the age of the child.

30.2 This allowance may also be granted for children up to the age of 26 who are receiving school or post-secondary level of education and who are dependent upon the staff member.

30.3 Intervals between the end of one educational term and the start of the following educational term (e.g. vacations) will not forfeit entitlement. The same principle applies for normal intervals between two educational cycles. However, failure to register or enrol for the next possible educational cycle will lead to cessation of entitlement.

30.4 When following university or other post-secondary level of education or during intervals as stipulated in Art. 30.3, the annual net income of the dependent child must not exceed 3 times annual DCA applicable in the country where the education or training takes place.

30.5 When the dependent child has been required to perform military or civil service, compulsory under national legislation, the limit of 26 years referred to in Art. 30.2 is extended by the duration of this compulsory service.

30.6 Where both spouses or partners are employed by OCCAR-EA, the dependent children's allowance shall only be paid to the staff member receiving household allowance.

30.7 The date on which the staff member ceases to be eligible for the dependent children's allowance shall, notwithstanding Art. 24.4, be at the end of the month in which the child reaches the age limit set out in articles 30.1 or 30.2 or at the end of the month in which the child over 18 years of age finishes its education or training.

#### Article 31 - HANDICAPPED CHILDREN'S ALLOWANCE

31.1 An allowance may be paid to a staff member with a dependent child who is recognised to be handicapped, whatever the age of the child, and necessitating either special care supervision or special education or training not provided free of charge.

31.2 The maximum amount of this indemnity shall be equal to the amount of the dependant child allowance.

31.3 The handicapped children's allowance shall be payable over and above the dependant children's allowance detailed in Art. 30.

#### 31.4 Entitlement

31.4.1 The OCCAR-EA Director shall, in consultation with the OCCAR-EA Medical Adviser, decide on the entitlement to this allowance and on its amount having regard to the nature and degree of the handicap. The decision shall specify the period of the entitlement and will be subject to review.

31.4.2 Children may be deemed to be handicapped when they suffer from a serious and continuing impairment of the physical or mental activities such as:

- serious or chronic affection of the central or peripheral nervous system, however caused, such as encephalopathies, myelopathies or peripheral paralysis;

- serious affection of the locomotor system;
- serious affection of one or more sensory systems;
- chronic and disabling mental illness.

31.4.3 The above list is not exhaustive but indicative only.

### 31.5 Reimbursement of expenses for special education or training

31.5.1 In addition to the allowance detailed in Art. 31.1 and Art. 31.2 above, a staff member may, upon provision of evidence, claim reimbursement of such expenses incurred in order to provide the handicapped child with education or training specially adapted to his needs and designed to obtain the highest possible level of functional capability and which are not of the same kind as those taken into account for the purposes of the education allowance.

31.5.2 Reimbursement of such special education or training expenses shall be at a rate of 90 per cent and, unless otherwise decided by the OCCAR-EA Director, subject to an annual ceiling of 6 times the annual handicapped children's allowance.

### 31.6 No double entitlement

31.6.1 A staff member receiving the handicapped children's allowance must declare payments of a similar nature received from any other source by himself, his spouse/partner or the handicapped child. Such payments shall be deducted from the amount of the allowance.

31.6.2 The amount of expenses incurred, shall be calculated after deduction of any payment received from any other source for the same purpose.

## Article 32 - EDUCATION ALLOWANCE

32.1 An education allowance may be granted to staff members entitled to expatriation allowance in respect of each dependant child (as defined in Art. 30 above).

32.2 The education allowance shall be based on the provisions of the 164th report of the Co-ordinating Committee on Remuneration of the Co-ordinated Organisations (Rules for the reimbursement of educational costs) and further be detailed in Annex OMP 8-B.

## Article 33 - EXTRA DUTIES ALLOWANCE

33.1 Where a post carrying clearly defined responsibilities is unfilled, either because of recruitment difficulties or because of the prolonged absence of the incumbent, an extra duties allowance may be paid to a staff member of a lower grade who is formally designated, in the interests of the service, to assume the full responsibilities of the higher grade post.

33.2 The rate of this allowance is equivalent to the value of two incremental steps of the basic salary of the staff member effecting the replacement.

33.3 This allowance is payable for the period in which the staff member assumes these duties and responsibilities in accordance with his formal designation in the higher graded post.

#### Article 34 - RENT ALLOWANCE

34.1 A rent allowance may be granted to a staff member up to and including grades A2/L2 provided that he satisfies the following conditions

- that he does not own a property in the place of his duty station, suitable to his grade and family circumstances;
- that he is the tenant or sub-tenant of furnished or unfurnished premises suitable to his grade and family circumstances;
- that the rent paid, excluding all charges, exceeds the proportion of his emoluments specified in Article 34.4.1 below.

34.2 A staff member who is married or lives in a recognized partnership shall not be entitled to a rent allowance unless he is in receipt of the household allowance (Art. 29)

34.3 A staff member shall supply the Human Resources Division with all information necessary to ensure that the above-mentioned conditions are satisfied and to determine the amount of allowance to which he is entitled.

#### 34.4 Calculation of the rent Allowance

34.4.1 The amount of allowance shall be a proportion of the difference between the actual rent paid, excluding all charges, and the following nominal sums:

- 15% of the emoluments of category C staff members and staff members of category B up to and including grade B4;
- 20% of the emoluments of staff members of grades B5 and B6;
- 22% of the emoluments of all staff members of grades A1 and A2, L1 and L2.

34.4.2 The said proportion shall be 50% in the case of unmarried staff members and members in receipt of household allowance with no child, 55% for staff members with one dependant and 60% for those with two or more dependants,

34.4.3 The amount of the allowance shall in no case exceed:

- 10% of the emoluments of the staff member concerned in the case of staff members in category C and in grades B1 to B4 inclusive;
- 5% of the emoluments of the staff member concerned in the case of staff members in grades B5 and B6, A1 and A2, L1 and L2.

34.5 For the purposes of this article, the term "emoluments" shall be understood as basic salary (including any adjustments granted under the salary adjustment

procedure) with the addition of expatriation and household allowance and with the deduction of contributions to the provident fund, social security and internal tax.

Article 35 - RESERVED

Article 36 - ADVANCES AND LOANS

36.1 Advances

36.1.1 Advances on the current month's emoluments may be granted under conditions to be prescribed by the OCCAR-EA Director. Such advances shall be deducted from the emoluments payable for that month.

36.1.2 If justified by circumstances, the OCCAR-EA Director may authorise advances up to one month's emoluments once per calendar year. These advances shall be repaid by deduction from emoluments not later than three months after the month in which the advance was made.

36.2 Loans

36.2.1 In exceptional circumstances, for duly justified personal financial emergency, for example in consequence of an accident or a serious and prolonged illness or as a result of family difficulties, the OCCAR-EA Director, subject to satisfactory security being furnished, may authorise non interest bearing loans up to an amount not exceeding three month's emoluments once per calendar year. Such loans shall be repaid by deductions from emoluments not later than ten months following the month in which the loan was made.

36.2.2 In addition, long-term loans may be authorised from individual accounts of staff members in the Provident Fund (see Chapter XI).

36.3 Common provisions

36.3.1 Advances under Art. 36.1 and loans under Art. 36.2.1 above shall not be made concurrently.

36.3.2 If a staff member's service terminates before an advance or loan has been repaid in full, the outstanding balance shall fall due immediately. It may in particular be deducted from any monies or benefits, including those under the Provident Fund, due to the staff member or, in the case of death, his beneficiaries.

## **CHAPTER VIII - FINANCIAL ASPECTS OF TAKING UP DUTY AND DEPARTURE FROM OCCAR**

Article 37 - RESERVED

Article 38 - TRAVEL EXPENSES BETWEEN FORMER ESTABLISHED RESIDENCE AND PLACE OF DUTY

38.1 A staff member whose established residence before taking up duty with OCCAR-EA was at least 100 km from the place of employment shall be entitled within the terms of Art. 92, to the payment of travel expenses:

38.1.1 when initially taking up duty, for the journey from his former established residence to the duty station;

38.1.2 when leaving the service of OCCAR-EA, for the journey from his duty station:

38.1.2.1 to his former established residence before taking up duty with OCCAR; or

38.1.2.2 to another duty station designated by his national administration; or

38.1.2.3 to another place, provided that the expenses shall not exceed those specified under Art. 38.1.2.1 above.

38.2 The spouse or partner and dependent children (as defined in articles 29 and 30) of a staff member shall also be entitled to reimbursement of the expenses specified in the foregoing articles, provided that they will establish residence with the staff member at the duty station and the supporting documents have been produced.

38.3 Payment of the travel expenses mentioned in this article will normally be disallowed in whole or in part if:

- all or part of the travel expenses are borne by a government or another authority;
- the staff member has resigned before having completed twelve months' service with OCCAR-EA (except in special cases of force majeure);
- the request for reimbursement has not been received within six months from the date of travel covered in this article.

38.4 No subsistence allowance shall be payable for travel under this article.

38.5 The provisions of this article shall also apply to staff members, their spouses or partners and their dependants on transfer within OCCAR-EA to another place of employment.

38.6 The OCCAR-EA Director may authorise an exception to the distance criterion in Art. 38.1 or an advance against the payment of travel expenses under Art. 38.2 where strict application might cause unfairness or hardship.

## Article 39 - INSTALLATION ALLOWANCE

### 39.1 Eligibility

39.1.1 Upon taking up duty with OCCAR, an installation allowance shall be granted to staff members who move their established residence in order to significantly reduce travel time for commuting to the duty station. The reduction of travel time will be considered significant in case the staff member proves to OCCAR-EA that the move results in a decrease of travel time by 30 minutes or more, subject to the OCCAR-EA Director's decision on a case by case basis.

39.1.2 Staff members who prior to their OCCAR-EA employment acceptance moved their established residence to the duty station may be considered for installation allowance only if the fact of taking up a post in OCCAR has led to a significant change in their domestic circumstances which requires or legitimately results in a removal or installation at the time of taking up duty.

In case an installation allowance has been granted to the staff member for his move prior to joining OCCAR from any third source, this amount shall be deducted from the installation allowance.

39.1.3 Staff members transferred within OCCAR-EA to another place of employment presumed to be for a period of not less than one year and who move their established residence for this reason shall also be granted an installation allowance.

This shall only apply in case where the transfer has led to a significant increase of distance/travel time (50km, 30 minutes) between his residence and the place of employment and where the removal has been made to significantly reduce travel time. The reduction of travel time will be considered significant in case the staff member proves to OCCAR-EA that the move results in a decrease of travel time by 30 minutes or more, subject to the OCCAR-EA Director's decision on a case by case basis.

39.1.4 Should the contract be terminated by OCCAR this shall not affect any entitlement to installation allowance already paid.

### 39.2 Rates and conditions of payment

39.2.1 Staff members eligible under Art. 39.1 shall receive an installation allowance amounting to 30 days' basic salary. Notwithstanding the provisions of Art. 22.3, this allowance shall normally be paid upon the staff member taking up duty.

39.2.2 In addition, a staff member entitled to household allowance at the time of taking-up duty with OCCAR, without children or, with only one dependent child, shall receive a second payment of 15 days' basic salary. This is on the condition that his whole family, or part thereof, has established residence with him at least six months before the staff member's contract termination date. This payment shall be increased for a staff member entitled to household allowance with two or more dependent children to 30 days' basic salary.

39.2.3 Staff members shall be required to reimburse half of the installation allowance if they resign before completing 12 months' service with OCCAR-EA.

### 39.3 Exceptions

The OCCAR-EA Director may authorise an exception to the provisions governing eligibility and reimbursement or an advance against the second payment where he decides that strict application might cause hardship or unfairness.

## Article 40 - REMOVAL EXPENSES

### 40.1 Eligibility

40.1.1 Staff members eligible for the payment of installation allowance under Art. 39 shall be entitled to the reimbursement of expenses incurred for the removal of household goods and personal effects, as well as motor cars. This applies for removal to the Duty Station and from the Duty Station at the end of the contract.

40.1.2 If a staff member does not successfully complete his probationary period, this shall not affect any entitlement to reimbursement of removal expenses.

40.1.3 If the staff member resigns before completing 12 months' service with OCCAR-EA, entitlement will be withdrawn with the consequence of OCCAR not reimbursing expenditures for the removal from the Duty Station. In addition, any removal reimbursement already done will be recovered by OCCAR-EA. The OCCAR-EA Director may decide not to apply this paragraph if strict application might cause hardship or unfairness.

40.2 Reimbursement of expenses incurred in removal of household goods and personal effects will be made according to weight and volume within the following maximum limits (including packing):

Households		Others	
Kg	m <sup>3</sup>	kg	m <sup>3</sup>
7,000	55	6,000	50

To these figures can be added 500 kg and 4 m<sup>3</sup> per dependent child.

40.3 For the purposes of this article, staff members shall submit two estimates from different firms, covering the packing, unpacking and direct transport of their household effects. Payment will be made only within the approved estimate.

40.4 OCCAR-EA will pay for two consignments of household effects from the former established residence at the time of accepting employment to the place of employment or to another place, provided that the expenses are not higher than a full removal to the Duty Station.

40.5 Upon completion of employment, OCCAR-EA will pay for up to two consignments from the place of employment:

40.5.1 to his place of former established residence before taking up duty; or

40.5.2 to another duty station designated by his national administration; or

40.5.3 to another place, provided that the expenses shall not exceed those specified under Art. 40.5.1 above.

40.6 In the case of Art. 40.5, the right to reimbursement shall lapse if not claimed within two years of leaving OCCAR-EA.

40.7 In no case will warehousing or other storage costs be admitted.

40.8 Staff members shall not be entitled to the payment of their removal expenses if the expenses are reimbursed by a government or other authority.

#### Article 41 - OTHER EXPENSES RELATED TO DEPARTURE OF OCCAR

Unless reimbursed from another source, staff members shall be entitled to the reimbursement of the travel and subsistence expenditures they incur when they attend interviews in their home country or in an EU country in preparation for their

next employment after the end of their OCCAR contract. This reimbursement is calculated according to OCCAR Duty Travel Rules and limited to two claims.

## **CHAPTER IX - LEAVE**

### Article 42 - ANNUAL LEAVE

#### 42.1 Entitlement

42.1.1 Staff members shall be entitled to paid annual leave at the rate of 2.5 working days per each month of service under OCCAR contract up to a maximum of 30 days. Such leave shall not accrue during extended sick leave (see Art. 45.7) or during leave without pay of more than 15 days a year.

42.1.2 Staff falling sick whilst on annual leave will be credited with a commensurate number of leave days upon the production of a medical certificate.

42.1.3 Leave taken shall be calculated on the basis of a five-day working week.

42.1.4 No staff member shall be entitled to take more than five weeks' annual leave consecutively without special authorisation by the Head of his Division.

42.1.5 Heads of Division shall establish annual leave plans with their staff members giving due regard to the exigencies of the service.

#### 42.2 Leave taken in advance

42.2.1 In exceptional circumstances the OCCAR-EA Director may authorize an advance of up to five days annual leave from the leave entitlement of the following year.

42.2.2 If a staff member has taken more annual leave than he is entitled to when he leaves the service of OCCAR-EA, he shall pay to OCCAR-EA an amount equivalent to the basic salary paid to which he was not entitled, except where in exceptional circumstances, the OCCAR-EA Director decides that strict application of this rule would be unfair.

#### 42.3 Untaken leave

42.3.1 Staff members are entitled to their annual leave during the calendar year in which it accrues and should to the maximum extent possible take it during that year. However, where a staff member is unable to take all his annual leave during the calendar year, the balance due to him may be taken before 30th April of the following year.

42.3.2 Where the Head of his Division certifies that it was impossible for a staff member to take all his annual leave even after taking into account the extended period referred to in Art. 42.3.1, untaken leave may be carried forward.

42.3.3 Exceptionally, where the OCCAR-EA Director determines that it has not been possible to allow a staff member to take all his leave entitlement before his final departure from OCCAR-EA, the staff member shall receive a corresponding payment of his emoluments. The number of days of untaken

leave in lieu of which emoluments may be paid shall not exceed 15 for the first five years of service, increased by one additional day for each year of service thereafter up to a maximum of 30 days.

#### 42.4 Authorisation procedure

Applications for annual leave shall be submitted to the Human Resources Division, having first been approved by their line management.

#### 42.5 End of contract

No leave can be taken during the last three weeks of the contract with OCCAR unless the handover and the continuity of the work are assured.

### Article 43 - LEAVE FOR MILITARY SERVICE OR NATIONAL TRAINING

43.1 Staff members recalled for military service with the reserve or voluntarily undertaking national training shall be entitled to leave with full emoluments if the period does not exceed two weeks in a year or four weeks in two years. Any extension beyond the period specified above will count against accrued annual leave. Thereafter all such absence shall be regarded as unpaid leave.

43.2 Before undertaking periods of compulsory military service, staff members will inform the OCCAR-EA Director and will ascertain under what conditions the leave referred to in Art. 43.1 above can be granted.

43.3 Staff members must obtain the authorisation of the OCCAR-EA Director to attend all voluntary military or national training, and must show that this training is essential to enable them to keep abreast in the development of their career.

### Article 44 - HOME LEAVE

44.1 Staff members eligible for the payment of expatriation allowance shall, under the provisions of Art. 44.6 below, be entitled as from the date of completion of every two years' service to paid home leave. The duration of this leave shall be five working days.

44.2 Home leave must be taken within the period of six months preceding or following the date on which it falls due, failing which it will be forfeited for the two year period in question. The date upon which the leave is actually taken will not affect the date on which it will again fall due.

44.3 The staff member eligible for home leave and his dependents living with him at the duty station shall be entitled to reimbursement of travel expenses under the provisions of Art. 38 and Chapter XIX. If a staff member chooses to use his private motor vehicle, he shall be entitled to reimbursement under the provisions of Art. 2.6 of Annex OMP 8-F, up to the limit of a sum not exceeding the cost of the appropriate ticket or tickets, excluding supplements.

44.4 No subsistence allowance shall be payable for travel on home leave.

44.5 There will be no compensation for home leave not taken.

44.6 Home leave shall only be granted provided that:

44.6.1 the staff member agrees in writing to take such leave in his home country. Home Country in this context is to be understood as the country of which the staff member is a national. In case of stronger social links of the staff member to another country, the OCCAR-EA Director may authorise the staff member to designate this other country instead.

44.6.2 the staff member agrees in writing to remain in the service of OCCAR-EA for six months after the date on which he became entitled to home leave, irrespective of the date on which he took it;

44.6.3 the OCCAR-EA Director certifies that, to the best of his knowledge, the staff member's services will be required during these six months.

44.7 Failure to spend his home leave in his home country or to comply with the undertaking given in Art. 44.6.2 shall entail the following consequences for the staff member irrespective of any other disciplinary action which may be taken:

44.7.1 he will be required to reimburse the whole of the travel costs incurred by OCCAR-EA;

44.7.2 the number of days taken will be deducted from the annual leave to which he is entitled.

The OCCAR-EA Director may refrain from imposing penalties in the event of non-observance of the undertaking required under Art. 44.6 if strict enforcement will lead to injustice or hardship.

44.8 Where spouses or partners are both employed within OCCAR-EA and are both entitled to home leave, all possible steps shall be taken to allow them to take their home leave at the same time. The cost of only one journey every two years will be refunded to any eligible member of the family.

#### Article 45 - ABSENCE FOR HEALTH REASONS AND SICK LEAVE

45.1 Staff members absent owing to sickness or accident shall, unless in cases of emergency, ensure that their line management is notified by 09:00 hours on the first day of sickness, who will in turn inform the Human Resources Division without delay.

45.2 Staff members absent owing to sickness or accident for more than three consecutive calendar days shall be required to obtain a medical certificate within five days of ceasing work and to submit it to the Human Resources Division as soon as possible thereafter. A medical certificate may also be required for repeated absences of less than three consecutive days. OCCAR-EA may require a staff member to undergo a medical control before recognising any certificate as valid.

45.3 Absences occasioned by sickness or accident, which last up to three consecutive calendar days and for which no medical certificate has been provided shall, in the event that they exceed nine working days in any calendar year, entail a corresponding reduction of the annual leave due to the staff member concerned or, a corresponding reduction in emoluments if the full annual leave entitlement has been taken.

45.4 Frequent recurrence of short periods of illness may also be regarded as grounds for termination of contract. In such cases, the OCCAR-EA Director may require the staff member concerned to undergo a further medical examination.

45.5 Before a staff member who has been absent on sick leave returns to work, he may be required to produce a medical certificate stating that he is fit to resume his duties.

45.6 The first three months of sick leave are considered as normal service with OCCAR-EA and the staff member concerned continues to receive salary increments and to accrue leave.

45.7 Extended sick leave

45.7.1 Staff members absent for more than three consecutive months owing to sickness or accident duly recognised under Art. 45.2 above shall be considered to be on extended sick leave and no more on normal sick leave. OCCAR-EA may at any time refer the staff member to the OCCAR-EA Medical adviser.

45.7.2 Extended sick leave shall not count towards calculation of the date on which the staff member may become entitled to a salary increment. It excludes all leave entitlement.

45.7.3 Extended sick leave may be regarded by the OCCAR-EA Director as grounds for termination of contract on the conditions laid down therein.

The contract is automatically terminated after nine months of extended sick leave without further action by OCCAR-EA. Once their contract is terminated, staff members will be considered as supernumerary staff on extended sick leave. Separation will not become effective until the end of the period in which the staff member continues to receive emoluments detailed in Art. 45.8. Supernumerary staff may be replaced in their post without awaiting for the effective separation.

45.7.4 Staff members on extended sick leave will continue to be covered by the provisions of the Convention and the social securities and insurance scheme, as specified in Chapter X.

45.8 Emoluments during normal and extended sick leave.

45.8.1 A staff member holding a valid OCCAR-EA employment contract who is on normal sick leave and therefore unfit for work shall be entitled to his full emoluments. Normal sick leave lasts a maximum of three months.

45.8.2 A staff member who is on extended sick leave and therefore unfit for work shall be entitled to full emoluments for a maximum period of 33 consecutive months from the beginning of the extended sick leave

However, this entitlement will cease if a staff member is recognised either, as fit to resume their duties, or as being permanently incapacitated, or upon death, or until the end of the calendar month in which they reach the age of 65, whichever is the sooner.

45.8.3 If an expatriated staff member and his family re-establish in his home country during the period of extended sick leave, he shall lose the entitlement to expatriation allowance and other allowances linked thereto.

#### 45.9 Medical certificate

45.9.1 Payment of the emoluments is subject to the production of a medical certificate.

45.9.2 OCCAR-EA may, at any time, during sick leave or extended sick leave, refer the staff member to the Medical Advisor designated by OCCAR, possibly on demand of the Insurer. If the outcome from this Medical Advisor's examination is that the staff member is able to carry out his duties, his absence shall, subject to Art. 45.9.3, be regarded as unjustified as from the date of this examination and be required to return to duty;

45.9.3 If the staff member considers the designated Medical Advisor's medical assessment to be unjustified on medical grounds; he or a doctor acting on his behalf may within 5 working days submit to OCCAR-EA a request that the matter be referred to an independent doctor for an opinion. OCCAR-EA shall within 5 working days transmit the request to another doctor agreed upon by the staff member's doctor and the designated Medical Advisor;

45.9.4 An independent doctor's opinion given after consultation of the staff member's doctor and the designated Medical Advisor shall be binding.

45.9.5 Payment may be stopped if the designated Medical Adviser establishes that the staff member is not following the full range of treatment and prescriptions jointly agreed with the medical practitioner treating the staff member. In case of dispute the procedures at Art. 45.9.3 and Art. 45.9.4 are applicable.

45.10 The provisions of Art. 45 shall apply regardless of the fact that the staff member's contract might reach its planned end date during the period of sick leave or extended sick leave. In these circumstances, the staff member's contract may be extended to cover the sick leave or the extended sick leave. The staff member becomes supernumerary as of the planned contract end date and until the effective contract end date, if it was not already the case. For seconded staff members, the extension of the contract is subject to a corresponding extension of secondment or a change of status compatible with an OCCAR employment.

45.11 For sick leave due to surgery, Art. 45.10 only applies in case there was a medical urgency for this surgery.

#### Article 46 - SPECIAL LEAVE

##### 46.1 Special paid leave.

46.1.1 As an exception and for private or urgent reasons affecting the staff member, the OCCAR-EA Director may grant special paid leave of not more than eight working days per year with full or part emoluments.

46.1.2 The following cases are intended to serve as examples for special paid leave

- Special leave of four days with full emoluments shall be granted on the occasion of the death of the spouse, partner or of a child of a staff member.
- Special leave of three days with full emoluments shall be granted on the occasion of the death of the father, mother, brother or sister of a staff member.
- Special leave of two days with full emoluments shall be granted on the occasion of the death of a grandparent or parent in law of a staff member.
- Special leave of three days with full emoluments shall be granted on the occasion of the marriage of a staff member.
- Special leave of two days with full emoluments shall be granted on the occasion of the marriage of a child of a staff member.
- Special leave of three days shall be granted for a removal on the occasion of taking up duty or leaving OCCAR.

#### 46.2 Special unpaid leave.

46.2.1 As an exception and for private or urgent reasons affecting the staff member, the OCCAR-EA Director may grant special unpaid leave.

46.2.2 The date on which the next salary increment becomes due shall be postponed by the period of special unpaid leave taken of more than 15 days per year.

46.2.3 Staff members on special unpaid leave for private reasons may, at the discretion of the OCCAR-EA Director, be entitled during such period to the benefits available under the group insurance scheme described in Chapter X below, provided they pay OCCAR-EA every month a sum equal to the total premiums due to the insurers and based on their last-earned monthly emoluments. However, OCCAR-EA may continue to bear its share of the premiums if it is in its best interests to do so, or for unpaid leave up to 15 days per year.

#### 46.3 Maternity leave

46.3.1 Maternity leave with full emoluments shall be granted to female staff members on production of an appropriate medical certificate. The amount of pre- and post-natal leave is as follows (in weeks):

Birth	Situation before birth	Pre-natal	Post-natal
One child	None or one child	6	10
	Two children or more	8	18
Twins		12	22
Triplets or more		24	22

46.3.2 When the birth occurs before the expected date, the total period of maternity leave shall not be reduced on that account. At the request of the

staff member, and subject to medical advice, the period of prenatal leave may be reduced (with a minimum of two weeks) and the period of postnatal leave to be increased accordingly.

46.3.3 Leave with full emoluments, equivalent to half the amount of post-natal leave granted to natural mothers under Art. 46.3.1, shall be granted to staff members with whom a child, who is under the legal school age in the host country concerned, is officially placed for adoption. Such leave shall commence from the date of arrival of the child in his home. Leave shall be increased in proportion to that for natural mothers in the case of the adoption of two or more such children. Only one parent shall be entitled to this leave. The staff member shall prove that his partner is gainfully employed and is not taking maternity leave.

46.3.4 This entitlement remains valid even if the staff member notifies the Human Resources Division of her intention to leave the service of OCCAR-EA at the end of the period of maternity leave.

#### 46.4. Paternity leave

Paternity leave of eight days with full emoluments shall be granted on the occasion of the birth (or adoption) of a child of a staff member. To be taken within 60 days of the date of birth/adoption. A staff member cannot simultaneously take advantage of Art. 46.3.3 and Art. 46.4.

#### 46.5 Quarantine

46.5.1 A staff member contracting an infectious disease must report to the Medical Adviser who will advise as to whether the staff member should absent himself from duty.

46.5.2 If an infectious disease breaks out among the family or intimate friends of a staff member, the latter must immediately inform the Human Resources Division and must conform to such health precautions as may be prescribed.

46.5.3 Full emoluments are payable to a staff member on enforced absence because of contact with infectious disease. Such absence will not count against sick or annual leave.

46.5.4. Staff members shall submit to such vaccinations or inoculations as may be required for the proper execution of their duties.

## **CHAPTER X - SOCIAL SECURITIES AND INSURANCE**

### Article 47 - GENERAL PROVISIONS

#### 47.1 Membership of the Social Security Scheme

47.1.1 Every staff member of OCCAR-EA, as defined in Art. A.1.1 and A.1.4 of the Preamble, shall be a member of the OCCAR-EA Social Security Scheme. For temporary personnel (Art. A.1.4) the precise conditions will be defined in the contract (see Art. 79)

47.1.2 Entitled persons, within the meaning of these Social Security provisions, are:

- the staff member affiliated to and contributing under the Social Security Scheme;
- his spouse or recognised partner,
- his dependant children.

47.1.3 Beneficiaries, within the meaning of the same provisions, are the staff member and any other entitled person to whom a benefit is actually paid.

#### 47.2 Period covered

Entitlement to benefits under this chapter:

47.2.1 shall begin to run from the date on which a staff member is first entitled to emoluments and

47.2.2 shall cease on the date on which a staff member ceases to be entitled to emoluments;

except:

- in the event of an accident on the way to taking up employment or on the way back after ceasing employment;
- in the event of an occupational accident before leaving OCCAR-EA, as specified in Art. 48.4.1;
- during the interim period specified in Art. 48.4.2;
- in the event of permanent invalidity as specified in Art. 50.2;

Furthermore, if a staff member's contract expires when he is on sick leave or extended sick leave the benefits granted under Chapter X shall be maintained in accordance with Art. 45.10 and after deduction of any benefits he may receive by virtue of another scheme.

#### 47.3 Definition of benefits and risks covered - Reference scheme

47.3.1 This OMP specifies the methods and procedure for the granting of the benefits, and state in particular which risks are covered and which are not.

47.3.2 The text of any insurance policy which may be taken out shall be available to the staff.

##### 47.3.3 Occupational accidents /Occupational disease

47.3.3.1 An occupational accident is an accident occurring by virtue of and in the performance of a staff member's duties with OCCAR.

47.3.3.2 The definition of occupational accident will also apply to any accident occurring:

- on the way to taking up employment or on the way back from ceasing employment given that the journey to or from taking up employment is made via the normal route which should not normally exceed 48 hours;

- during daily travel by the normal route between the staff member's established residence and the place of duty;
- during periods covered by authorised duty travel order (excluding periods of notional travel).

47.3.3.3 An illness, the cause of which is attributable to the carrying out of duties in OCCAR-EA may also be deemed to be an occupational accident.

#### 47.3.4 Risks covered and excluded

The risks covered by and excluded from the present scheme are as follows:

47.3.4.1 All sickness and accidents occurring to a staff member or his dependants are covered with the exception of certain special risks listed below.

47.3.4.2 The coverage does not extend to:

- Consequences of an illness or injury due to a voluntary act or deliberate intention of the Insured Person or beneficiary, such as attempted suicide or voluntary mutilation;
- Risks to which Insured Persons or beneficiaries are exposed who are mobilised or volunteer for military service in time of war;
- Wounds or injuries due to motorcar races or dangerous sports (risks involved in normal sports are covered);
- Consequences of uprising or riots if the Insured Person or beneficiary, by taking part therein, has violated existing laws, and the consequences of brawls, except in case of self-defence;
- The consequences from deliberate exposure to exceptional danger (except in an attempt to save human life) or from the own criminal act of the Insured Person or his beneficiaries; death or injury sustained whilst being in a state of insanity or intoxication or under influence of drugs not prescribed by a doctor;
- Expenses relating to cosmetic surgery, sterilisation or aesthetic treatments, unless the OCCAR-EA's Medical Adviser agrees thereto.

#### 47.3.4.3 Limited Coverage

If a candidate is certified fit for duty but pre-existing medical conditions lead to limitation(s) of coverage under the group insurance contract, OCCAR-EA may limit the benefits provided under this chapter. Any such limitation must be reflected in the staff member's employment contract.

#### 47.4 Contested entitlement

47.4.1 Where entitlement to the benefits specified under article 45.8 and this Chapter is medically contested, and in the event of disagreement between the entitled person's medical practitioner on the one hand and OCCAR-EA's

Medical Adviser on the other, recourse shall be held to the arbitration of a third practitioner chosen jointly by the first two.

47.4.2 In default of an agreement between the first two medical practitioners on the choice of a third, the latter shall be designated by the competent professional authority in the beneficiary's country of residence.

47.4.3 The fees of the medical practitioner who acts as arbitrator shall be borne equally by OCCAR-EA and the entitled person. In the event of a dispute between the insurance company and OCCAR-EA taking the side of the entitled person the latter shall not be required to bear one half of the expenditure.

47.4.4 The opinion of the medical practitioner acting as arbitrator shall be forwarded to the OCCAR-EA Director for his decision.

#### 47.5 Forfeiture of benefits

47.5.1 If a staff member or his dependents do not undergo a medical examination requested by OCCAR, possibly on demand of the Medical Insurer, they may forfeit their medical coverage in whole or in part.

47.5.2 Both the staff member and other entitled persons may also forfeit these benefits following a decision of the OCCAR-EA Director e.g. for making a false declaration, drawing the same benefits from two or more different sources etc. or if the event giving rise to these benefits is due to wilful misconduct or gross negligence on the part of the entitled person.

47.5.3 Entitlement to reimbursement of medical expenses shall expire two years from the date of the relevant medical prescription.

#### 47.6 Insurance - Subrogation

47.6.1 The benefits specified in these articles may be provided under the conditions specified in any group insurance contract which may be taken out by OCCAR-EA. OCCAR-EA shall in any event remain liable to its staff for the benefits to which they are entitled.

47.6.2 These benefits are granted to the staff member concerned on condition that he shall subrogate OCCAR-EA with regard to any rights or claims he may have against third parties. Such subrogation will apply up to the amount of the aforesaid benefits except the lump sums referred to in articles 50.2 to 51.1 below, which may be cumulated with compensation received from outside OCCAR-EA.

### Article 48 - REIMBURSEMENT OF MEDICAL EXPENSES

#### 48.1 Entitlement to reimbursement

48.1.1 Medical expenses shall be reimbursed in the event of sickness, childbirth, or an accident occurring to an entitled person. Preventive treatment may be reimbursed if recommended by national health services or prescribed by a medical doctor.

48.1.2 If the entitled person is entitled to similar benefits from another source, the said benefits shall be deducted from those payable under these articles.

## 48.2 Reimbursable costs - Ceilings

48.2.1 Social Security costs and the rates at which they are reimbursed, as well as the ceilings of reimbursement are laid down hereunder.

48.2.2 Expenditure on treatment and pharmaceutical products prescribed by medical practitioners, surgeons and dentists shall be reimbursed.

48.2.3 The ceilings and fixed amounts shall be stated in the currency of the duty country, or in Euro, and shall vary with the trend of medical expenses noted in that country; where medical expenses are incurred in a country other than the duty country the ceilings and fixed amounts shall be those laid down for the country where these expenses are incurred if OCCAR-EA has an establishment there.

If OCCAR-EA has no establishment in the latter country, reference shall be made to the ceilings and fixed amounts applicable in Germany, converted at OCCAR-EA's rates applicable to the current year.

### 48.2.4 Reimbursement rates

Within the ceilings laid down by the OCCAR-EA Director, medical costs shall be reimbursed at the following rates:

48.2.4.1 In the event of sickness or accident other than occupational accident.

(a) 90% of expenses actually incurred, except as specified in (b), (c) and (d) below;

(b) depending on the types of hospitalisation chosen, the percentage of reimbursement of hospitalisation costs ranges from 90 to 100%.The OCCAR-EA Director determines details of the above reimbursement in coordination with the Medical Insurer.

(c) for very expensive treatment entirely covered by German Social Security in respect of serious illnesses and dispensed in specialised medical centres (such as radiotherapy and renal dialysis): 100%;

(d) for health cures: in addition to medical benefits, a fixed amount laid down by the OCCAR-EA Director, plus the value of one second-class return railway ticket.

Exceptionally, the travel expenses of a person accompanying a staff member's sick child on doctor's orders may be reimbursed.

48.2.4.2 In the event of an occupational accident, the rates indicated in Art. 48.2.4.1 (a) and (b) above will be increased to 100%.

### 48.2.5 Special and ex-gratia reimbursements

By decision of the OCCAR-EA Director:

48.2.5.1 Special reimbursement may be granted:

(a) when the share of medical costs remaining to be paid by the staff member is clearly too heavy for him to bear, in the light of his salary and family situation, or

(b) in the case of medical costs and related expenses not borne by the insurance company, resulting from illness or accidents of a serious nature or occurring during a duty travel in countries where medical costs always exceed the ceilings laid down in this OMP.

48.2.5.2 The reimbursement ceilings may be exceeded in the event of major surgery or long illness, if OCCAR's Medical Adviser deems it justified.

### 48.3 Repayment procedure

48.3.1 The procedure for repayment is fixed by the OCCAR-EA Director in an internal procedure.

#### 48.3.2 Advances against reimbursement

If a staff member is suddenly faced with heavy medical expenses, he may ask the Head of Human Resources Division for an advance, which will be assessed in relation to the costs incurred and the staff member's situation. The staff member must provide evidence within 48 hours that the advance has been put to its intended use.

When requesting an advance, the beneficiary concerned will undertake to submit his request for the relevant reimbursement within the time limit laid down by the Head of Human Resources Division. In the event of failure to adhere to this time limit, the advance will be recovered by deduction from the staff member's emoluments, within a monthly limit of 30% of these emoluments.

### 48.4 Special rules in case of Cessation of employment

#### 48.4.1 Occupational accident

If a staff member leaves OCCAR-EA before complete recovery from the consequences of an occupational accident, the benefits provided for under this Article shall be paid by OCCAR-EA until he is completely recovered.

#### 48.4.2 Interim period

If, on cessation of employment, a staff member has difficulty in covering his sickness and accident risks through another social insurance scheme, special arrangements may be made to extend the period of cover in question during the interim period, the period of extension not to exceed 12 months and at no cost for OCCAR. However, if the cessation of employment is due to the suppression of a post, OCCAR-EA may continue to bear the employer's contribution until the previously foreseen end of the contract but not exceeding 12 months.

## Article 49 - TEMPORARY INCAPACITY

Any sickness or accident of a staff member resulting in him being unfit for work shall be regarded as Temporary incapacity until the staff member is either

declared fit to resume duty or considered permanently invalid. Temporary incapacity can not last more than 36 months.

## Article 50 - PERMANENT INVALIDITY

### 50.1 Establishment

Invalidity will be established and assessed by a doctor nominated jointly by OCCAR-EA and the Insurers, either on the request of OCCAR-EA or on a proposal by the staff member's doctor. The assessment will be made when the staff member's health condition cannot be improved by further treatment and it becomes possible to determine the degree of invalidity. However, this assessment has to be done and the corresponding decision has to be taken at the latest 36 months after the beginning of the temporary incapacity. For seconded staff members, the entitlement to benefits under this article is independent from a corresponding extension of the secondment.

### 50.2 Total Permanent Invalidity

#### 50.2.1 Lump sum:

A staff member recognised as having suffered total permanent invalidity (at least two thirds) shall be entitled to the payment of a lump sum amounting to:

- 5 years emoluments if the permanent disablement results from an occupational accident;
- 3 years emoluments in other cases.

#### 50.2.2 Annuity:

In addition to the lump sum, the staff member will be entitled to an annuity amounting to 50% of emoluments.

#### 50.2.3 Medical and dental benefits:

The invalid staff member will also be entitled to the medical and dental benefits provided for, on condition that they are not already covered by another social security scheme.

### 50.3 Partial Permanent Invalidity

A staff member recognised as having suffered permanent invalidity assessed at less than two-thirds or declines below that level and at least one-third (in case of occupational accident at least 10%) shall be entitled to the same benefits as mentioned in Art. 50.2 above, being understood that the lump sum and the annuity will be reduced in proportion with the degree of invalidity, on the basis of two-thirds invalidity = 100.

The coverage for Medical and dental benefits shall be limited to the illness or affection, which caused the partial invalidity.

#### 50.4 Calculation and payment of lump sums and annuities

The lump sums and annuities referred to in this article shall be calculated on the basis of the monthly emoluments of the month preceding the date of the event which gave rise to the benefits. The annuities shall be adjusted following the changes in the consumer price index (published by the OECD) of the country in which the staff member had his last Duty Station. Annuities may be reviewed upwards or downwards according to changes in the degree of invalidity. The annuity shall be paid in quarterly instalments in arrears as long as the permanent invalidity continues, but it cannot be paid beyond 31<sup>st</sup> December of the year in which the staff member reaches the age of 65 nor after the date of death of the recipient.

#### Article 51 - DEATH BENEFITS

51.1 In the case of death of a staff member which occurred before the age of 65 during employment or during a period of temporary incapacity, a lump sum equal to 3 years' emoluments shall be paid. In case the death results from an occupational accident, the lump sum shall be increased to five years' emoluments.

The emoluments taken into account are those to which the former staff member was entitled during the month in which death occurred.

51.2 The lump sums indicated in 51.1 shall be paid

- to the person or persons designated by the staff member, or, in default thereof;
- to his legal heirs.

51.3 The dependants of a staff member at the time of death shall be entitled to the reimbursement of their medical costs for the period of one year (365 days) reckoned from the date of the staff member's death, if such benefits cannot be provided through another scheme.

51.4 The emoluments due to the staff member after deduction of his personal social security contribution shall continue to be paid to the persons indicated in Art. 51.2 above, up to the end of the month in which the staff member's death occurred.

#### Article 52 - BIRTH OF A CHILD

On the birth of a child a staff member shall receive a lump sum, the amount of which shall be defined by the OCCAR-EA Director.

#### Article 53 - FINANCING

53.1 Contributions to the Social Security Scheme

53.1.1 The contributions to the Social Security Scheme are determined in accordance with Art. 25.2.

53.1.2 OCCAR-EA and the staff member shall pay each 50 % of the cost.

53.1.3 The staff member shall contribute towards the cost of covering the benefits specified in this OMP. The amount of contribution shall be fixed by the OCCAR-EA Director after consultation with the Staff Association.

53.1.4 The staff member contribution shall continue to be payable during the period during which the staff member is in receipt of the temporary incapacity benefits provided under Art. 45.8 and shall be calculated by reference to the amount of those benefits.

#### 53.2 Calculation and payment of benefits

53.2.1 Pursuant to Art. 48.2, the OCCAR-EA Director will draw up a scale for each country of duty station for the purpose of determining the ceilings and the amounts applicable to reimbursement of medical expenses.

53.2.2 Where medical expenses have been incurred in a country other than the duty country, the reimbursements provided for in this OMP will be converted into the currency of the country of duty station on the basis of the official exchange rate. However in the event of hospitalisation, advances may be granted directly in the currency of the country in which the expenses are incurred. In such case, any additional reimbursement will be made in the same currency.

## **CHAPTER XI - PROVIDENT FUND**

### Article 54 - GENERAL PROVISIONS

54.1 A Provident Fund (hereinafter referred to as "the Fund") is established for the benefit of the OCCAR staff members. Its main purpose is to compensate staff members for any reduction of their national pension due to their contract with OCCAR.

54.2 Staff members with international status, with the exception of temporary personnel, are affiliated to the Fund. Temporary personnel may be affiliated to the Fund. The following shall be excluded from affiliation to the Fund: consultants, detached national experts and other staff members without international status.

54.3 Assets accumulated under the Fund are credited to the individual staff members at the end of their contract as a one off payment. With this payment OCCAR meets all its obligations towards the staff members with regard to the pension scheme referred to in the OCCAR Convention.

54.4 OCCAR-EA contributes to the Provident Fund a sum equal to 11% of the basic salary of the staff members. The staff member contributes 11% of the basic salary, which is deducted from his emoluments.

54.5 The Fund is administered by the OCCAR-EA Director, who will instruct an appropriate institute or organisation (hereinafter called "Fund Administrator") to manage the fund according to his directions.

54.6 Full information regarding the purpose of the Fund and its administration, the conditions of affiliation, contributions, individual accounts, payments of benefits, etc., is contained in the Annex OMP 8-C, Provident Fund Rules.

## Article 55 - ASSETS OF THE FUND

55.1 All assets of the Fund shall be placed on deposit, acquired and held in the name of OCCAR.

55.2 An individual account within the Fund shall be opened for each staff member.

## Article 56 - WITHDRAWALS FROM INDIVIDUAL ACCOUNTS

56.1 Staff members may be authorised to withdraw from their individual accounts in the Provident Fund the amounts needed for the purchase, construction or improvement of a house or flat to be occupied by them. Such withdrawals will be approved by the OCCAR-EA Director.

56.2 The amounts withdrawn for this purpose shall be repaid into the Provident Fund by means of monthly deductions from the staff member's salary.

56.3 The conditions under which such withdrawals may be made, the maximum amount of withdrawals and, in general, all detailed implementing provisions will be decided by the OCCAR-EA Director in consultation with the Fund Administrator (see Annex OMP 8-C).

## **CHAPTER XII - REPORTS, GRADES, ADVANCEMENT, CHANGES OF POST OR GRADE**

### Article 57 - REPORTS

57.1 An appraisal system will be applied to evaluate periodically the performance of each staff member in the execution of his duties and to assess his suitability for continued employment with OCCAR-EA and for his future development.

57.2 A staff report is required as follows:

- At the end of the probationary period;
- Every calendar year;
- Before the end of the contract.

In addition a report is required at such other times as may be deemed desirable by the rating officer or the official responsible for personnel management (e.g. prior to departure of the supervising officer, prior to transfer or reassignment of the staff member).

57.3 Details of such appraisal system will be determined by the OCCAR-EA Director after consultation with the Staff Committee and will be published as an Internal Procedure.

57.4 For the purposes of completing the staff report, the rating officer will normally be the immediate supervisor of the staff member concerned. Except when the OCCAR-EA Director acts as rating officer, there shall be a countersigning officer who shall be of A or L category, distinct of the rating officer and not under his authority. In specific cases where it is deemed necessary, more than one countersigning officer may be designated.

57.5 The assessments and recommendations made on the staff report shall be shown to the staff member concerned. They represent the personal assessments and recommendations of the officials in question against which the staff member cannot invoke the complaints and appeals procedures. However, the staff member has the right to make written comments on the assessments and recommendations which will be attached to the report and included in his personal file.

57.6 Upon nation's request, OCCAR-EA will send the staff reports (including probationary reports) to the staff member's national administration. This applies to those staff members that are seconded to OCCAR and to detached national experts.

If the first annual staff report is due more than 12 months after the probationary report, nations may request an update of this probationary report at the end of the first year of employment.

## Article 58 - GRADES AND ADVANCEMENT

### 58.1 Grades

58.1.1 Staff Members may be recruited into one of four categories A, L, B and C, which correspond to four types of duty or post.

58.1.2 Each category comprises a number of grades:

Category A is divided into seven grades designated A.7 to A.1; it covers posts ranging from director to junior administrative assistant.

Category L is divided into five grades designated L.5 to L.1; it covers the posts held by linguistic personnel (heads of section, revisers, interpreters, translators and trainee interpreters and translators).

Category B is divided into six grades designated B.6 to B.1; it covers the posts held by qualified technical and laboratory staff and by clerical and office staff.

Category C is divided into six grades designated C.6 to C.1; it covers the posts held by ancillary, operative, mechanical, manual or custodial personnel.

58.1.3 Star grades may be created within these categories.

A Star Grade as referred to in Art. 4.2 is an additional grade created between the standard grades as defined in Art. 58.1.2 above and which results from special skills requirement for the post and for which a higher initial salary step has been prescribed by the Programme Participating Countries or OCCAR Member States.

58.1.4 Each grade includes several steps.

58.1.5 A staff member may temporarily replace the holder of a post of higher grade.

### 58.2 Advancement

58.2.1 In principle, provided that his performance of duty so warrants, each staff member, will advance one step every 12, 18 or 24 months until he

reaches the highest step of his grade. The implementation of these periods is approved by the BoS, based on the recommendations in The Report On Annual Adjustment Of Remuneration Of The Staff Of The Co-ordinated Organisations.

In applying the above, the OCCAR-EA Director will take into account individual performance when considering the merit of such a step increase and what period is the most appropriate. For that purpose, the OCCAR-EA Director may delay or advance a step increase should performance so warrant. Advanced steps should be compensated by a roughly equivalent number of delayed steps and will imply no significant increase of the global annual salary expenses.

58.2.2 In calculating the date for advancement to the next step, no unpaid leave of more than 15 days per year granted in application of Art. 46.2 or extended sick leave covered by Art. 45.7 shall count as service completed by the staff member.

Article 59 - RESERVED

Article 60 - EFFECTIVE DATE

60.1 The financial consequences of an advancement of step shall take effect either from the first day of the current month if the date of advancement falls before or on the 16th of the month. It takes effect from the first day of the following month in other cases.

60.2 The financial consequences of a change of grade shall take effect from the date on which the new duties are taken up.

60.3 If an existing post in the approved establishment is to be downgraded, the staff member holding that post before the downgrading of the post will retain his current entitlements until the end of his contract. This disposition is not applicable to any extension of the contract signed after a downgrading decision.

60.4 If an existing post in the approved establishment is to be upgraded, the staff member holding that post before the upgrading of the post will retain his current grade until the end of his contract. He will however receive a bonus of two additional steps of the salary scale. No extension will be granted after the upgrading of the post however the staff member may be entitled to compete for the new upgraded position.

### **Chapter XIII - DISCIPLINE**

Article 61 - DISCIPLINARY ACTION

61.1 Any failure by a staff member or a temporary staff member or a former staff member to comply with his obligations under the OCCAR-EA conditions of employment or his OCCAR contract, whether intentional or through negligence on his part, shall make him liable to disciplinary action and/or legal proceedings.

61.2 Disciplinary action does not preclude possible criminal prosecution.

61.3 Each disciplinary action taken shall, together with the reasons, be recorded in the staff member's file and, except in the case of action taken under Art. 61.4.1 below, shall be notified in writing to him. In cases mentioned in Art. 61.4.4, Art.

61.4.5, Art. 61.4.6, and Art. 61.4.7 OCCAR-EA will notify the national administration concerned of the disciplinary actions taken against that staff member.

61.4 Disciplinary action includes:

61.4.1 reprimand;

61.4.2 written censure;

61.4.3 postponement of a salary increment;

61.4.4 temporary suspension of emoluments in whole or in part;

61.4.5 dismissal;

61.4.6 in case of dismissal, forfeiture of part or all of the contractual period of notice;

61.4.7 reduction or suspension of benefits under the Provident Fund

or a combination of any of these.

61.5 A reduction or suspension of benefits under the Provident Fund shall not, except in exceptional circumstances (e.g. in case of criminal acts), extend to the staff member's mandatory contributions. A staff member's voluntary contributions are exempt from any reduction.

## Article 62 - DISCIPLINARY POWERS AND PROCEDURES

62.1 Disciplinary action is taken under the authority of the OCCAR-EA Director in accordance with the procedures detailed in Annex OMP 8-D.

62.2 No disciplinary action may be taken until the staff member or former staff member has been informed of the allegations against him.

62.3 Before a final decision is taken under Art. 61.4, the staff member or former staff member shall be entitled to submit oral or written comments.

62.4 Prior to finally deciding on a disciplinary action under Art. 61.4.4, Art. 61.4.5, Art. 61.4.6 and Art. 61.4.7, the OCCAR-EA Director shall consult with the relevant authorities of the Nation from which the staff member or former staff member is seconded.

62.5 A staff member, against whom a charge of serious misconduct is made may be suspended immediately from his functions if the OCCAR-EA Director considers that the charge is prima facie well-founded and that the staff member's continuance in office during investigation of the charge might prejudice OCCAR. This provisional suspension has no effect on emoluments.

## **CHAPTER XIV - COMPLAINTS AND APPEALS**

### Article 63 - COMPLAINTS

63.1 Staff members shall, in the first instance, refer any complaint affecting their work or their conditions of service to their line manager, Head of Division or Programme Manager.

63.2 Formal complaints shall be submitted in writing by staff members to the Head of Human Resources Division or, if the Head of the Human Resources Division is part of the complaint, to the OCCAR-EA Director. Copies of these complaints shall be provided to their Programme Manager or Head of Division.

63.3 Should resolution not be achieved within a reasonable timeframe having followed the procedures in Art. 63.1 and Art. 63.2, staff members shall be entitled to submit in writing their complaint to the OCCAR-EA Director in accordance with the provisions of Annex OMP 8-E.

#### Article 64 - APPEALS

The conditions under which appeals may be made by staff members, former staff members or their legal successors are laid down in Annex OMP 8-E.

### **CHAPTER XV - DETACHED NATIONAL EXPERTS**

#### Article 65 - GENERAL PROVISIONS

65.1 Detached National experts may be detached to OCCAR-EA to perform tasks of a temporary nature (e.g. as a member of a programme integration team). In specific cases, it is also possible to have national experts detached on a temporary basis to support the BoS or a Programme Board. In those cases, the following rules are adapted accordingly as necessary and this is agreed in writing between the national authorities concerned and the relevant Board.

65.2 The period of detachment shall not exceed one year, unless otherwise decided on exceptional circumstances by the relevant committee (FTPC for Central Office; relevant PC for Programme Division).

The precise dates of the detachment and any modification thereof will be agreed between OCCAR-EA and the detaching nation.

65.3 For the period of the detachment, the duty station of the detached national experts shall be one of the OCCAR-EA premises.

65.4 For the period of the detachment a security clearance at appropriate level is required.

65.5 In order to allow OCCAR-EA to assess the suitability of the detached national experts, they shall undergo a "familiarisation visit" (including interview) at the OCCAR-EA premises prior to the start of the detachment period. The OCCAR regulations on staff selection (OMP 9) shall apply where appropriate.

65.6 The detached national experts shall be fluent, orally and written, in the English language. A good knowledge of one or more languages relevant for the tasks to be performed is highly desirable.

65.7 Prior to the start of the detachment period, the national authorities concerned and OCCAR shall agree in writing to any deviation to the rules as contained in this chapter.

## Article 66 - RESERVED

## Article 67 - RIGHTS AND OBLIGATIONS OF THE DETACHED NATIONAL EXPERTS

67.1 During the period of detachment, the detached national experts shall perform their work in accordance with the instructions given by the OCCAR-EA Director or a senior staff member designated by him.

67.2 The detached national experts shall, in the exercise of their duties, accept no instructions from their employer or national government. They shall also not undertake any activities for their employer, or for governments, or for any other person, private company or public body.

67.3 The detached national experts shall work in the interests of OCCAR and shall bring to the attention of the OCCAR-EA Director any issue that may conflict with their loyalty to their detaching country. They shall be asked to sign a declaration to this effect.

67.4 The detached national experts shall conduct themselves at all times in a manner compatible with their role within OCCAR-EA. They shall avoid any action or activity, which may reflect adversely on their role or on the good repute of OCCAR.

67.5 The detached national experts and the national employer shall make every effort to avoid any conflict of interest or appearance of such a conflict in relation to the detached national experts' duties during the detachment. To this end, OCCAR-EA shall, in good time, inform the detached national experts and the relevant national authorities of the intended duties and shall ask each of them to confirm in writing that they know of no reason why the detached national experts should not be assigned to those duties.

67.6 The detached national experts who, in the performance of their duties, are called upon to give a decision on the handling, or outcome of a matter in which they have a personal interest that could impair their independence, shall inform the senior staff member to whom they are assigned, prior to that decision.

67.7 The detached national experts shall not publish, or cause to be published any text dealing with the work of OCCAR without prior approval of the OCCAR-EA Director.

67.8 All rights (including title, copyright and patent rights) in any work done by detached national experts in the performance of their duties shall be the property of OCCAR, OCCAR Member States or Programme Participating States as detailed in OMP 4.

67.9 The detached national experts shall exercise the greatest discretion with regard to all facts and information coming to their knowledge in the course of or in connection with the performance of their duties. They shall not in any form whatsoever disclose to any unauthorised person any document or information not legally made public. They shall continue to be bound by their obligation after the period of detachment without prejudice to national provisions in this field. Prior to the start of the detachment period, they will be requested to sign a declaration of confidentiality.

67.10 The Detached National Experts shall abide to the rules and regulations in place within OCCAR-EA except for those that are not compatible with the status of

a Detached National Expert. These applicable rules and regulations include but are not limited to Duties, Incompatibilities and Proprietary rights, Working week, Occupational health and safety and Sensitive and classified information. Any failure to comply with these rules and regulations may result in the OCCAR-EA Director terminating the detachment.

67.11 The detached national experts shall continue to be subject to their national disciplinary rules. OCCAR-EA may bring any issue requiring disciplinary action to the attention of the national authorities of the detached national experts.

67.12 For the period of the detachment, detached national experts shall remain in the service of their national authorities and shall continue to receive their national salary.

67.12.1 In addition to this and unless otherwise agreed by OCCAR and the detaching nation, they shall receive a daily allowance to be paid by OCCAR-EA. The amount of this allowance will be the equivalent of OCCAR-EA's travel and subsistence rate applicable in the duty country. This amount may be reduced if the planned duration of the detachment is more than 3 months. This allowance is to cover all additional costs that the detached national experts face due to the fact that they are on detachment to OCCAR-EA (rent of accommodation, potential removal of goods for the period of detachment, travel to home country, etc.) For detached national experts who before the detachment period had their working location or their former established residence situated at a distance of 50 km or less of the duty station to which he is detached, this allowance shall be reduced to 20 % of the full allowance and for distance between 50 and 75km, reduced to 40 %

67.12.2 OCCAR-EA shall pay this allowance to the detached national experts at the end of each month. Any income tax declaration is within the responsibility of the detached national experts.

67.12.3 Upon request and with a view to support the detached national experts to meet the initial expenses of taking up duty, the OCCAR-EA Director may authorise an advance payment of the allowance.

67.12.4 The OCCAR-EA allowance shall not be paid concurrently to any national payments over and above the salary the detached national experts would gain if not detached (e.g. expatriated allowance or special allowance for missions abroad). To this extent, the OCCAR-EA daily allowance shall be abated by any national allowance received.

67.12.5 Should no Administrative Budget be available to fund the daily allowance (e.g. in the case of a programme that is about to be integrated into OCCAR), OCCAR-EA and the national authorities concerned shall discuss to find the most appropriate solution.

67.13 The detached national experts shall continue to be covered by their national social security scheme. In addition and in order to cover for any damage or accident happening to the detached national experts in conduct of their duties during the detachment period, OCCAR-EA shall provide an appropriate insurance and inform the detached national experts accordingly. The costs for the insurance shall be borne by OCCAR-EA. Risks over and above the ones covered by this insurance shall be borne by the detached national expert's own insurance or national authorities' as appropriate.

67.14 During the period of the detachment, the detached national experts will be entitled to annual leave as authorized by the OCCAR-EA Director and coordinated with their national authorities. During periods of leave, the detached national experts will continue to receive the daily allowance. The total number of daily allowances paid for leave will be calculated on the basis of 2.5 per month of planned detachment. All days of leave will be counted against the individual's national leave allowance. Leave should preferably be taken in one period. The daily allowance will be paid for the weekends.

67.15 Upon request of the detaching nation, the detached national experts will be subject to an assessment report by OCCAR-EA, which will be sent to the relevant national authorities.

67.16 OCCAR-EA shall bear the travel costs related to the detached national experts taking up duty at OCCAR-EA and his return to national service, as well as travel and subsistence for any other duty travel required by the organization.

67.17 Except otherwise decided by the relevant committee (FTPC for Central Office, PC for Programme Divisions), no financial benefits will be granted to family members of detached national experts.

67.18 Absences for health reasons.

67.18.1 In the event of absence for reasons of sickness or accident, detached national experts shall unless in cases of emergency ensure that their line management is notified by 09:00 hours on the first day of sickness, who will in turn inform the Human Resources Division without delay.

67.18.2 Detached national experts absent owing to sickness or accident for more than three consecutive calendar days shall be required to obtain a medical certificate within five days of ceasing work and to submit it to the Human Resources Division as soon as possible thereafter. A medical certificate may also be required for repeated absences of less than three consecutive days. OCCAR-EA may require the detached national experts to undergo a medical control before recognising any certificate as valid.

67.18.3 Where the period of sick leave exceeds one month, the allowance referred to in Art. 67.12.1 shall be automatically suspended. This provision shall not apply in the event of illness linked to pregnancy. Sick leave may not extend beyond the end of the detachment of the person concerned.

67.18.4 Detached national experts who are the victim of a work-related injury which occurs during the detachment shall continue to receive, in full, the allowances provided for in Art. 67.12.1 throughout the period during which he is unfit for work up to the end of the period of detachment.

## **CHAPTER XVI - CONSULTANTS**

### Article 68 - GENERAL PROVISIONS

68.1 The OCCAR-EA Director may call on the services of consultants when necessary.

68.2 A consultant is defined as a recognised expert or specialist engaged to serve in an advisory or technical capacity.

68.3 A consultant shall not hold an established post in OCCAR-EA.

68.4 A consultant shall not normally be engaged unless he fulfils the conditions laid down in Art. 4.7 of OMP 9.

68.5 All conditions of the consultancy will be detailed in the contract between the consultant and OCCAR-EA. Unless otherwise laid down in the contract the rules of OMP 8, excluding chapter XVI, are not applicable to consultants.

#### Article 69 - DURATION OF CONTRACT

69.1 The duration of a consultancy contract shall not normally exceed a period of 90 consecutive days. However, if required by circumstances, such contracts may be extended by one further period not exceeding 90 days.

69.2 Where, in exceptional and well-defined cases, the services of a consultant are known to be required for a period longer than 180 days, specific budgetary provision shall be made.

69.3 Where consultants are required to provide services or goods, the date by which those services or goods shall be furnished shall be stipulated in the contract.

#### Article 70 - FEES

70.1 A consultant's fee shall be fixed in the contract and shall be payable in the currencies of the host country, his home country, or both.

70.2 In addition to this contractual fee, a consultant may, during his period of service with OCCAR-EA, continue to receive emoluments from outside sources.

70.3 The fees paid to consultants are not exempt from taxation.

70.4 No payment of fees will be effected unless a written declaration has been made by the immediate supervisor certifying the time during which the consultant has worked and that his performance of duty has been satisfactory or that the services or goods have reached the required standard and have been furnished by the date specified in the contract.

#### Article 71 - RESERVED

#### Article 72 - TRAVEL

72.1 Consultants whose place of residence is more than 100 km from the place of employment shall be entitled to the reimbursement of direct travel expenses to and from that place of residence on taking up their duties and on leaving the service of OCCAR-EA unless these expenses are borne by a government or other authority.

72.2 The provisions of Art. 92 (Travel on duty) of this OMP shall be applicable to consultants.

#### Article 73 - LEAVE

Leave entitlement, if any, shall be specified in the contract.

#### Article 74 - INSURANCE

Consultants may be covered, at their request and at their expense, by accident insurance for occupational risks during the period of their engagement.

#### Article 75 - IMMUNITIES AND PRIVILEGES

If it is to the benefit of OCCAR-EA, consultants employed on missions may be granted certain privileges and immunities under the conditions laid down in the Annex I of the OCCAR Convention.

#### Article 76 - SECURITY

The provisions of Chapter VI of this OMP shall in all cases be applicable to consultants.

### **CHAPTER XVII - TEMPORARY PERSONNEL**

#### Article 77 - GENERAL PROVISIONS

77.1 Temporary personnel may be engaged by the OCCAR-EA Director when necessary to substitute for staff members who are absent, or to undertake temporary tasks which are in excess of the capacity of the establishment approved for OCCAR-EA.

77.2 Temporary personnel shall not be engaged unless they fulfil the conditions laid down in Art. 4.7 of OMP 9.

#### Article 78 - DURATION OF EMPLOYMENT

78.1 The duration of employment of temporary personnel shall be stipulated in the contract and shall not normally exceed a period of 90 consecutive days. However, if required by circumstances, such contracts may be established for a longer period or extended, but without exceeding 180 days in total.

78.2 Where, in exceptional cases, the services of temporary personnel are required for a period exceeding 180 days, the OCCAR-EA Director shall seek prior approval to the extension from the FTPC or relevant PC.

78.3 Temporary contracts for periods of less than one month can be terminated by either party without notice. Temporary contracts of one month or more can only be terminated by either party after one week's notice. Exceptionally, the OCCAR-EA Director may substitute the payment of the corresponding emoluments for part or all of the period of notice.

#### Article 79 - TERMS AND CONDITIONS OF EMPLOYMENT

The terms and conditions of employment of temporary personnel (including but not limited to salary and allowances, obligations and responsibilities, leave, social security entitlements, eligibility for the Provident Fund) will be specified in their contract, using this OMP as a guideline and giving due attention to the short term

nature of the contract. In the silence of the contract, provisions of this OMP apply to temporary personnel unless otherwise specified in this Chapter.

Article 80 - RESERVED

Article 81 - RESERVED

Article 82 - RESERVED

Article 83 - RESERVED

Article 84 - RESERVED

Article 85 - RESERVED

Article 86 - RESERVED

Article 87 - RESERVED

## **CHAPTER XVIII - STAFF ASSOCIATION AND STAFF COMMITTEE**

Article 88 - GENERAL PROVISIONS

88.1 There shall be a Staff Association in OCCAR-EA consisting of all staff members. Under a procedure approved by the OCCAR-EA Director, the Association shall elect a Staff Committee to act as the representative of the OCCAR-EA staff members.

88.2 The Staff Committee shall represent the interests of the staff and maintain suitable contacts between the competent administrative authorities and the staff. It shall provide a channel for the expression of opinion by the staff.

88.3 To this end the OCCAR-EA Director shall in coordination with the Staff Association establish a Staff Association Constitution which will encompass the Staff Committee election procedure referred to above.

88.4 Members of the Staff Committee and staff members appointed by the Committee to the bodies set up under these regulations or by OCCAR-EA shall undertake these duties in addition to their normal activities (as stated by the job description). They will be deemed to be part of their normal service, and the fact of performing such duties shall in no way be prejudicial to the person concerned. For discharging such duties they shall be allowed reasonable time off.

Article 89 - RESERVED

Article 90 - COMPETENCIES AND RESPONSIBILITIES OF THE STAFF COMMITTEE

90.1 The Staff Committee shall be responsible for:

- protecting the professional interests of the staff of OCCAR-EA;
- making proposals relating to the collective interests or conditions of employment of the staff of OCCAR-EA;
- giving its advice on matters submitted to it by the competent administrative authorities.

90.2 The Staff Committee may organise social, cultural and sports activities. With the consent of the OCCAR-EA Director, representatives of the Staff Committee may be appointed to participate in the management of bodies of a local character set up in the interests of the staff.

90.3 The activities detailed in Art. 90.1 and 90.2 shall be funded by the Staff Association Fund referred to in Art. 25.3.

#### Article 91 - DUTY TRAVEL OF MEMBERS OF THE STAFF COMMITTEE

91.1 Members of the Staff Committee who travel in the fulfilment of their mandate, as outlined in Art. 90, shall be authorised to be absent from their normal duties for this purpose and shall be furnished with appropriate travel authorisations.

91.2 Such travel will be undertaken in accordance with established duty travel rules. It is authorised by the OCCAR-EA Director and charged to the Central Office area of OCCAR-EA Administrative Budget. In planning their travel, Staff Committee members will to the maximum extent combine their duty travels for the Staff Committee with the ones required in their capacity as OCCAR-EA staff members.

### **Chapter XIX - TRAVEL ON DUTY**

#### Article 92 - TRAVEL ON DUTY

92.1 All travel must be duly authorised and conducted according to a procedure to be established by the OCCAR-EA Director.

92.2 Staff members are entitled to be reimbursed for their travel on duty expenses (transportation and subsistence allowance) on the basis of rules included in Annex OMP 8-F.

### **Chapter XX – ENTRY INTO FORCE AND TRANSITIONAL MEASURES**

#### Article 93 – ENTRY INTO FORCE

This OMP 8 Issue 5 shall apply to all initial contracts established after 01/01/2012 and to all contract extensions deriving from these initial contracts.

#### Article 94 TRANSITIONAL MEASURES

94.1 Staff members under OMP 8 Issue 4 shall migrate to OMP 8 Issue 5 upon its entry into force as from 01/01/2012.

94.2 Staff members who chose to remain under the conditions of OMP 8 Issue 3 shall remain under those conditions until the end of their current contract at which time they will migrate to OMP 8 Issue 5.

## **Annexes**

Annex OMP 8-A	Part-Time Work and Job-Sharing
Annex OMP 8-B	Terms of Application of the Education Allowance
Annex OMP 8-C	Provident Fund Rules
Annex OMP 8-D	Disciplinary Powers and Procedures
Annex OMP 8-E	Regulations governing Complaints and Appeals
Annex OMP 8-E-1	Implementing Procedures applicable to Complaints Committees
Annex OMP 8-E-2	Implementing Procedures applicable to the Appeals Board
Annex OMP 8-F	Duty Travel Rules

## Annex OMP 8-A – Part-Time Work and Job-Sharing

### Article 1

The OCCAR-EA Director may, provided that such an arrangement is compatible with the requirements of the service:

1.1 authorise a staff member, at his request, to work part-time for a limited renewable term on duly attested grounds of a family or social nature, provided he has completed the probationary period in accordance with Art. 6 of this OMP. Authorisation shall normally be given for one year at a time;

1.2 authorise a staff member, at his request, to work part-time on a permanent basis provided he has completed the probationary period in accordance with Art. 6 of this OMP;

1.3 recruit staff to work part-time to fill established part-time posts on a permanent basis;

1.4 recruit a staff member, or authorise staff members, to work half-time to share a single full-time post.

### Article 2

Part-time work is to be understood as meaning a reduced working time arrangement whereby a staff member is authorised to work between 50% and 90% of the prescribed working hours.

### Article 3

Authorisation to work part-time shall not be given as a matter of right. In taking the decision, the OCCAR-EA Director shall give due consideration to the exigencies of the service.

### Article 4

The OCCAR-EA Director shall determine the schedule for part-time work, e.g. on a daily, weekly, fortnightly or monthly basis, having regard in each case to the wishes of the staff member concerned and to the requirements of the service.

### Article 5

When the staff member authorised to work part-time is appointed to a different post as a result of transfer or promotion, the continuation of part-time work shall be subject to a new authorisation.

### Article 6

If a staff member authorised to work part-time on a permanent basis wishes to revert to full-time work he needs the OCCAR-EA Director's approval to do so, provided that the post he is filling is available full-time. If the staff member is filling a position which has been established on a part-time basis, he must apply for another suitable vacancy.

#### Article 7

A staff member authorised or recruited to work part-time shall receive the corresponding percentage of the various components of his emoluments, except that the dependent children's allowance, education allowance and handicapped children's allowance shall be paid without application of above percentages.

#### Article 8 - RESERVED

#### Article 9

The household allowance and the expatriation allowance shall be calculated based on the reduced salary.

#### Article 10

For the purpose of Art. 29.2 of this OMP, the amount of the household allowance payable shall be established by reducing pro rata the earned income of the spouse and that of a staff member of grade B.3 step 1.

#### Article 11

For the purpose of calculating the rent allowance, only that part of the rent corresponding to the percentage of hours worked will be taken into account.

#### Article 12

In calculating the seniority required for an increment, the period during which the staff member works part-time shall be counted as full-time work.

#### Article 13

If a part-time staff member is required to work overtime, the hours worked outside of his part-time hours but within the prescribed full-time working hours will be compensated at standard rate. Those hours worked outside the prescribed full-time working hours will be compensated at overtime rates.

#### Article 14 - RESERVED

#### Article 15

A staff member working part-time shall be entitled to the leave provided for in Art. 42 and Art. 46 of this OMP proportionally to the hours worked.

#### Article 16

For staff members working part-time, the amount of days for home leave in terms of Art. 44 shall be reduced in direct proportion to days worked per week.

#### Article 17

If, as provided for in Art. 10.3 of this OMP, the OCCAR-EA Director pays a staff member the emoluments and allowances due for the period of notice, the amount payable shall be calculated on the basis of part-time work for the period remaining to be worked part-time if authorisation was given for a limited period, and on the basis of full-time work for the period remaining to be worked full-time.

Article 18 - RESERVED

Article 19

Staff members authorised or recruited to work part-time shall be entitled to the insurance coverage referred to in Chapter X of this OMP. Contributions will be based on salary and/or emoluments received.

Article 20 - RESERVED

Article 21

The OCCAR-EA Director may at any time for compelling reasons of service call upon staff members working part-time for a limited renewable term to resume temporarily their full-time duties, in which case full emoluments shall be paid. This provision does not, however, apply to staff members recruited to fill a part-time post nor to those authorised to work part-time on a permanent basis.

Article 22

Staff working part-time shall be bound by those rules and regulations that are applicable to full-time staff members except as otherwise stipulated in this Annex.

## Annex OMP 8-B – Terms of Application of the Education Allowance

### Article 1 - CONDITIONS OF AWARD

1.1 Staff members entitled to the expatriation allowance with dependent children, as defined in this OMP, regularly attending on a full-time basis an educational cycle, may request partial reimbursement of educational costs under the following conditions:

- In respect of children in compulsory education, up to completion of secondary level of education,
- In respect of children at post-secondary level of education, for studies carried out in the country of which the staff member or the child's other parent is a national or in the Country of Duty Station. If duly justified by the staff member (e.g. for reasons of continuity in following an educational cycle or if educational costs are lower in a third country), an exception to this rule can be granted by the OCCAR-EA Director.

1.2 By way of exception, staff members not qualifying for education allowance under the terms of Art. 1.1 above may request, subject to decision of the FTPC, payment for education in any of the following situation:

- The allowance can be granted for education in the Country of Duty Station, if no school or post-secondary level of education corresponding to the child's educational cycle is available within 50 km distance from the official's duty station or home, or,
- Where the staff member was entitled to an education allowance or reimbursement of educational costs before his/her recruitment by OCCAR-EA, and a dependent child must, for imperative educational reasons, continue an educational cycle commenced prior to the date of the transfer or recruitment and which is not part of the national educational system of the host country.

Entitlement to the education allowance resulting from the application of this article, may not exceed the duration of the educational cycle.

1.3 Entitlement to the education allowance shall start on the first day of the month during which the child begins to attend school but at the earliest at the start of the term/semester during which the child attains the age of five years. It shall finish when the child stops full-time studies, or not later than the end of the month in which the dependent child allowance will no longer be paid in accordance with this OMP, Art. 30

1.4 Unless otherwise stated, production of bills, paid invoices or receipts will be required for the reimbursement of educational costs mentioned in Art. 6 below. The OCCAR-EA Director may request specific justification in cases of educational expenses significantly higher than corresponding average expenses. If the OCCAR-EA Director decides that those explanations for the higher cost are not satisfactory, expenses exceeding this average, or part of them, may not be taken into account when calculating the amount of reimbursement.

## Article 2 - EXPENDITURE FOR EDUCATIONAL PURPOSES

The following items of expenditure may be taken into account for the reimbursement of educational costs (referred to as "eligible expenses"):

2.1 Administration fees charged by schools or institutes providing further/higher education in the context of enrolment and registration,

2.2 General fees for schooling and education charged by the educational establishment. Expenses on special courses and activities (including equipment) that are not normally part of the child's basic course of studies shall not be taken into account,

2.3 Examination fees,

2.4 Tuition fees for private lessons on condition that:

- Tuition is given in subjects which are not contained in the child's syllabus but are part of the relevant compulsory national education program of the country of which the staff member is a national, or,
- Tuition is required to enable the child to adjust to the educational curriculum of the institution attended, or to enable the child to become familiar with the language spoken in the area in which the child lives.

In all these cases, tuition fees may be taken into account for a period of not more than two years and a maximum of 200 hours/year.

2.5 Expenditure on board and lodging in cases where the child does not live at the staff member's home at Duty Station (except for holidays), in accordance with the rules defined in Art. 3

## Article 3 - AMOUNT OF ALLOWANCE, CEILINGS AND CONDITIONS

3.1 The amount of the allowance per academic year shall be subject to an overall ceiling of 6 times the annual dependent child allowance (DCA) applicable in the country where the studies take place, and shall be calculated as follows:

3.1.1 Studies undertaken in the Country of Duty Station:

3.1.1.1 Child living at the staff member's home at the Duty Station or at less than 50 km of this home:

- 70% of the expenditures defined in articles 2.1, 2.2, 2.3 and 2.4,
- Should the total amount of these expenses be higher than a given number of times DCA in accordance with the table below, the element of expenditure incurred over this amount shall be reimbursed at a rate of 90%.

Staff grade	1 child	2 children	3 or more children
A5 and above	2	1.5	1
Up to and including A4	1.5	1	1
B grade	1	1	1

### 3.1.1.2 Child living elsewhere in the Country of Duty station:

In this particular case the same rules as foreseen in Art. 3.1.2, shall apply.

### 3.1.2 Studies undertaken in another country:

3.1.2.1 Child living in an accommodation rented solely for the purpose of enabling him to lodge and receive an education:

- 70% of the expenditures defined in articles 2.1, 2.2, 2.3 and 2.4 with a reimbursement ceiling of 1 times the annual DCA,
- Upon provision of invoices, rental contract or other evidence of expenditure related to lodging incurred, reimbursement will be granted up to 1.5 times the annual DCA,
- In addition a lump sum equal to 0.7 times the annual DCA shall apply to cover boarding expenditures.

3.1.2.2 Child living in the former family lodging (either owned or rented by parents) or other accommodation:

- 70% of the expenditures defined in articles 2.1, 2.2, 2.3 and 2.4 subject to a reimbursement ceiling of 1 times the annual DCA
- A lump sum equal to 1 times the annual DCA to cover expenses on board and lodging.

3.1.2.3 With regard to articles 3.1.2.1 and 3.1.2.2 above, where a second dependent child lives in the same accommodation, the relevant lump sum for this second child will be reduced by a value of 0.4 times the annual DCA. Any additional children under the same conditions will result in further decreases by the same value, to a minimum of 0.4 times the annual DCA.

### 3.1.3 Boarding schools

- 70% of the expenditures defined in articles 2.1, 2.2, 2.3 and 2.4.
- Should the total amount of these expenses be higher than a given number of times the annual DCA in accordance with the table defined in Art. 3.1.1.1, the element of expenditure incurred over this amount shall be reimbursed at a 90% rate.
- The board and lodging component of the school invoice will be considered as schooling fees as stipulated in articles 2.1, 2.2 and 2.3.
- If the boarding school is not located in the Home Country nor in the Country of Duty station, a reimbursement ceiling of 3 times the annual DCA will apply.

3.2 Staff members, whose children carry out their studies at a place more than 100 km away from the staff member's home at the Duty Station, shall also be entitled to the reimbursement, based on OCCAR Duty Travel rules, of the cost of one round-trip per academic year, incurred by each child between the place of

education and the staff member's home at Duty Station. The amount of each round-trip shall not exceed the cost of a round-trip for home leave.

3.3 Further to the provisions of Art. 3.2 of this Annex, staff members with children under the age of 18, who are educated at a place more than 100 km away from the staff member's home at Duty Station, may also request reimbursement, based on OCCAR Duty Travel rules, of 70% of the cost of two round-trips per academic year incurred by each child between the place of education and the staff member's home at Duty Station on condition that:

- The individual amount does not exceed the equivalent percentage of the cost of a round-trip for home leave,
- There is a period of two month's time between two travels covered by articles 3.2 and 3.3.

3.4 The supplement for dependent children, included in the expatriation allowance, and the education allowance shall not be paid concurrently.

3.5 The actual amount of the education allowance shall be determined after deduction, from the total amount of the educational expenditure, of any allowance received from other sources for the child's education (scholarships or study grants). Deduction shall be made separately for each child.

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

3.7 The FTPC, at the request of the OCCAR-EA Director, may authorize, in special circumstances and if duly justified (in particular if a staff member has to sustain expenses significantly higher to those sustained in the home country), a deviation from the rules contained in this Annex. In such a case, the decision shall be published inside OCCAR-EA and shall be documented in view to constitute a reference for the future.

#### Article 4 - DATE OF IMPLEMENTATION

This annex is implemented with retro-active effect as to the beginning of the 2008-2009 school year.

#### Article 5 - TRANSITIONAL MEASURES

Any staff member whose initial contract starting date is prior to the BoS approval of this Annex (28 November 2008) will be allowed to choose between the former Education Allowance scheme (as set out in the 8th Report of the Co-ordinating Committee on Remuneration and published by the Inter-Organisations Study Section on Salaries and Prices) and this one. Any contract extension signed after the BoS approval of this Annex will imply a change to the new scheme.

## Annex OMP 8-C – Provident Fund Rules

### Article 1 - GENERAL

The Fund shall receive and administer the amounts paid into it in pursuance of this OMP and this Annex.

### Article 2 - ADMINISTRATION AND MANAGEMENT OF THE FUND

2.1 The OCCAR-EA Director shall be responsible for the administration and management of the Fund in accordance with the provisions set out in this OMP and this Annex. The powers invested in him for this purpose shall be as extensive as possible. In particular, he may delegate authority fully or partly, subject to conditions and within limits to be determined by himself. In the absence of the OCCAR-EA Director, or should the post be vacant, the OCCAR-EA Deputy Director shall act in his stead.

2.2 In carrying out his task, the OCCAR-EA Director shall be assisted by the Fund Administrator.

2.3. The conditions governing the investment and management of the Fund's assets shall be approved by the FTPC.

2.4. The Fund Administrator shall be responsible for keeping the accounts and for the Funds treasury transactions.

2.5. The Fund's accounts shall be kept in Euro currency.

### Article 3 - RESERVED

### Article 4 - CONTRIBUTIONS

4.1 Staff member's contribution as defined in Art. 54.4 of this OMP shall be deducted each month from the emoluments of the staff and shall be paid into the Fund. In addition OCCAR-EA shall pay into the Fund each month a contribution as defined in Art. 54.4 of this OMP.

4.2 During any period of unpaid leave of more than 15 days per year, no contribution to the Fund shall be made either by OCCAR-EA or by the member of the staff concerned.

### Article 5 - ASSETS OF THE FUND

5.1 All the assets of the Fund shall be acquired and held in the name of OCCAR.

5.2 These assets shall not be merged with other assets of OCCAR and shall be subject to separate administration and accounting. They shall be used only for the payment of the benefits prescribed in Art. 7 below and for the administrative costs of the Fund.

### Article 6 - STAFF MEMBERS' ACCOUNTS

6.1 Individual accounts shall be opened for each staff member affiliated to the Fund.

6.2 These accounts shall be credited with:

6.2.1 the two-fold contributions specified in Art. 4.1 above;

6.2.2 interest accruing at the end of the financial year on the assets credited to the account during that year, at the rate to be fixed by the OCCAR-EA Director on the advice of the Fund Administrator and on the basis of the results for the financial year in question. This rate shall also apply to staff members whose date of departure is 31<sup>st</sup> December. Should the accounts be closed before the end of the financial year, interest shall be paid at a set rate, to be fixed, at the beginning of the financial year, by the OCCAR-EA Director on the advice of the Fund Administrator;

6.2.3 reimbursements by staff members of authorised withdrawals of assets to ease their housing problems;

6.2.4 optional contributions paid by staff members in addition to the contribution specified in Art. 4.1 above.

6.3 The accounts shall be debited with authorised withdrawals under this OMP and this Annex, especially with a view to easing the housing problems of staff members.

6.4 Every year, each affiliated staff member shall receive a summary statement of his accounts as at 31<sup>st</sup> December. The Fund's balance sheet and profit and loss account are available to all staff members on request.

#### Article 7 - CLOSURE AND SETTLEMENT OF THE ACCOUNTS OF STAFF MEMBERS

7.1 On the occasion of the final departure of a staff member, for reasons other than death, or dismissal for disciplinary reasons, the staff member's accounts shall be closed at the latest one year after his date of departure.

7.2 A staff member may request in writing that the accounts should be closed and the amount standing to his credit should be paid over to him. Such requests may not be made more than four months before the date of departure and the payment may not be made earlier than three months before the date of departure.

7.3 As of the closure of the accounts, the OCCAR contribution provided for in Art. 4 shall be paid to him directly. In addition there will be no Provident Fund deduction from his salary.

7.4 The term "final departure", referred to in Art. 7.1 above, shall not be considered as covering the transfer of a staff member from one OCCAR-EA division to another.

7.5 In the event of the death of a staff member, his accounts shall be closed with effect from the end of the month of his death and the amount standing to his credit shall be paid to his nominated beneficiaries or legal heirs.

7.6 In the event of dismissal for disciplinary reasons, the accounts shall be closed with effect from the date of dismissal and the person concerned may be paid only such amounts as correspond to his individual contributions and the interest thereon for the period of his affiliation. The settlement of the balance shall be left to the discretion of the OCCAR-EA Director, whose decision may be reviewed by the Appeals Board in accordance with Chapter XIV. Any outstanding amounts

which have not been paid over to the staff member shall be credited to the relevant area of the OCCAR-EA Administrative Budget.

This article is also applicable in case of breach of the contractual commitment referred to in Art. 13.3 of the chapter IV of this OMP.

7.7 When a staff member leaves OCCAR without agreement and earlier than specified in his contract, his account shall be closed with effect from the date on which he leaves the organisation, the provisions set out in Art. 7.6 above shall apply.

#### Article 8 - BALANCE SHEET PROFIT AND LOSS ACCOUNT CHARGING AND APPORTIONMENT

8.1 The financial year shall run from 1<sup>st</sup> January to 31<sup>st</sup> December.

8.2 The Fund's accounts shall be closed on 31<sup>st</sup> December of each year. An inventory and evaluation of the Fund's assets and liabilities shall be made. The OCCAR-EA Director shall decide on the procedure for evaluating the bonds in portfolio on the advice of the Fund Administrator.

8.3 The balance sheet and the profit and loss account shall be drawn up as at 31<sup>st</sup> December with a view to arriving at a final figure after deducting administrative expenses and any other costs chargeable for the financial year in question, together with the amounts required to meet any debts recognised as being irrecoverable, where such amounts have not already been entered in the accounts during the financial year. The surplus or debit balance brought forward from the previous financial year shall be added to, or deducted from, this final figure.

8.4 The surplus for the financial year shall be distributed between those affiliated to the Fund on the date the accounts are closed in proportion to the assets held in their respective accounts; the amounts thus payable shall be credited in the form of interest on these assets at a rate to be decided by the OCCAR-EA Director on the advice of the Fund Administrator. Interest shall be calculated by full calendar month. No allowance being made for fractions of a month.

8.5 Extraordinary profits and losses may, following a decision to that effect by the OCCAR-EA Director, be distributed during the financial year among those affiliated to the Fund in proportion to the assets in their individual accounts.

#### Article 9 - WINDING-UP OF THE FUND

Any decision to wind up the Fund shall be taken by the BoS, which shall also establish the procedure for discharging the Fund's commitments.

#### Article 10 - AUDITING

The audit of the Fund accounts shall be undertaken through the process of the Annual Financial Statement audit by the Board of Auditors.

#### Article 11 - WITHDRAWALS

11.1 Staff members who have contributed to the Provident Fund for at least one year may be authorised by the OCCAR-EA Director to withdraw from their individual accounts with the Provident Fund the sums required for the purchase, construction or improvement of a house or flat to be occupied by them.

11.2 The repayment of sums previously borrowed for such a purpose from a third party (e.g. mortgage) will be considered as if it was a purchase.

11.3 "A house or flat to be occupied by them" means any accommodation belonging to staff members and used by them or by their close relatives rent-free, regardless of whether or not the accommodation is situated in the locality in which the staff members are employed.

## Annex OMP 8-D – Disciplinary Powers and Procedures

### Article 1 - PURPOSE

The purpose of this Annex is to set out in accordance with Art. 62.1 of this OMP the regulations applicable to disciplinary powers and procedures.

### Article 2 - RESERVED

### Article 3 - GENERAL

3.1 The grounds on which disciplinary action is taken must be specified and the staff member concerned informed of the allegations against him.

3.2 The disciplinary measures must take account of the scope and gravity of the offence (e.g. voluntary omission, negligence, whether or not premeditated, deliberate harmful intention, etc.).

3.3 Staff members may not be penalized more than once for the same offence. However, disciplinary action may be preceded by immediate suspension as provided for in Art. 62.5 of this OMP.

3.4 Where a staff member is the subject of criminal proceedings, the OCCAR-EA Director may, in pursuance of Art. 62.5 of this OMP, suspend him from his functions while such proceedings are taking place. A final decision regarding the disciplinary action to be taken against a staff member for the same act shall not be taken until the verdict of the court hearing the case has been confirmed.

### Article 4 - COMPETENT AUTHORITIES

4.1 The disciplinary action provided for in articles 61.4.1, 61.4.2 and 61.4.3 of this OMP shall be decided by the OCCAR-EA Director.

4.2 The OCCAR-EA Director shall decide on the disciplinary action provided for in articles 61.4.4 and 61.4.5 of this OMP after consulting a Disciplinary Board established in accordance with Art. 6 below.

4.3 When deciding on a disciplinary action, the OCCAR-EA Director will ensure that the procedure laid down in Art. 5 below has been complied with and, where appropriate, defer taking a decision until the prescribed formalities have been properly carried out.

### Article 5 – PROCEEDINGS

5.1 Disciplinary proceedings shall be initiated:

5.1.1 by the immediate line manager or;

5.1.2 by the Head of Human Resources Division who shall first consult with the immediate line manager or;

5.1.3 by the Head of Human Resources Division in the case of a former staff member.

5.2 The authority initiating disciplinary proceedings shall prepare a report setting out the background to the alleged offence and the circumstances in which they occurred. He may also propose one of the disciplinary actions provided for in Art. 61.4 of this OMP. Two copies of this report shall be prepared and signed by the authority. Those copies are sent to the staff member who keeps one of them. The staff member shall annotate the second copy, indicating the date on which he has received his copy, and return it to the authority in view to have it transmitted to Head of Human Resources Division.

5.3 After he has received the report, the staff member shall have fifteen working days in which to submit written comments to the authority initiating the proceedings. These comments shall be forwarded to the Head of Human Resources Division for inclusion in the file.

5.4 The Head of Human Resources Division shall submit the case to the OCCAR-EA Director together with his recommendation. The OCCAR-EA Director shall:

5.4.1 decide on an action in accordance with articles 61.4.1, 61.4.2 and 61.4.3. In the case of a reprimand, the OCCAR-EA Director shall refer the matter to the line management of the staff member.

5.4.2 convene the Disciplinary Board in the case of articles 61.4.4 and 61.4.5 of this OMP.

5.5 A final decision on the disciplinary action should be taken and notified to the staff member within 30 working days, either from the date of submission by the staff member of his written or oral comments to the authority initiating the procedure or, if appropriate, from the date of receipt of the recommendation by the Disciplinary Board.

## Article 6 - DISCIPLINARY BOARD

6.1 The Disciplinary Board shall be composed of three members: the Head of Human Resources Division, the OCCAR-EA Deputy Director, and a staff member nominated by the Staff Committee holding insofar as possible a grade not lower than the staff member who is the subject of disciplinary procedures and not been in the same line of command. Where the staff member is employed in the Human Resources Division or directly responsible to the OCCAR-EA Deputy Director, the OCCAR-EA Director shall, in such cases, appoint a different staff member at least at the level of a Head of Division or PM as member of the Board replacing the Head of the Human Resources Division or the Deputy Director.

6.2 Should it see fit, the Disciplinary Board may require any staff member to appear before it and may also invite anyone else to testify. The Board must hear the staff member, who may also submit written or verbal comments and ask that certain witnesses be heard.

6.3 Recommendations of the Disciplinary Board shall be decided by majority vote. They shall be delivered in writing to the OCCAR-EA Director and shall state the grounds on which they are based. Any member of the Board disagreeing with the recommendations of the majority may submit a memorandum to the OCCAR-EA Director indicating his disagreement and the grounds thereof.

## Article 7 - DECISION / PERSONAL FILE

7.1 The OCCAR-EA Director shall, except in the case of a reprimand, send to the staff member a signed letter informing him of the decision and of the reasons on which it is based.

7.2 The decision taken shall be recorded in the staff member's personal file, in accordance with Art. 61.3 of this OMP.

## Annex OMP 8-E – Regulations governing Complaints and Appeals

### Article 1 - RESERVED

### Article 2 - COMPLAINTS

2.1 Staff Members making a complaint shall be entitled to request that, before a decision is taken, the complaint be submitted to the Complaints Committee established in accordance with the provisions of Art. 3 below.

2.2 Alternatively, the OCCAR-EA Director may decide to submit the complaint to the Committee on his own initiative.

### Article 3 - COMPLAINTS COMMITTEE

#### 3.1 Role

The Complaints Committee is required to give its opinion and make recommendations to the OCCAR-EA Director in order to enable him to take an administrative decision regarding the staff member concerned.

#### 3.2 Composition

3.2.1 The Complaints Committee shall be composed of three members:

3.2.1.1 a Chairman, appointed by the OCCAR-EA Director for a period of two years and selected from among OCCAR-EA personnel;

3.2.1.2 a member of a grade at least equal to that of the claimant, chosen by the Head of the Division/Programme Manager, preferably from another section than that of the claimant. If the HoD/PM is part of the complaint, this choice shall be made by the OCCAR-EA Deputy-Director.

3.2.1.3 a staff member chosen by the Staff Committee.

3.2.2 An alternative Chairman of the Complaints Committee, to replace the Chairman in cases where the latter is unable to act, shall be appointed by the OCCAR-EA Director at the same time as the Chairman, under the same conditions and for the same period.

#### 3.3 Procedure

3.3.1 The Complaints Committee shall be set up within ten working days of receipt of a request to submit a complaint to the Complaints Committee in application of Art. 2 above. The complaint shall immediately be referred to the Committee.

3.3.2 The Complaints Committee shall give its advice and make its recommendations to the OCCAR-EA Director within twenty working days from the date on which the complaint was referred to it.

3.3.3 The OCCAR-EA Director shall take a decision within ten working days of receipt of the advice of the Complaints Committee. Before this decision is

taken, the claimant shall have the right to be heard by the OCCAR-EA Director.

3.3.4 Implementing procedures applicable to the Complaints Committee are detailed in Annex OMP 8-E-1.

## Article 4 - APPEALS BOARD

### 4.1 Composition

4.1.1 There shall be established an Appeals Board composed of three members of whom one is designated as president. The members of the Board shall not be members of OCCAR staff or under the authority of the designated representatives to the BoS.

4.1.2 They shall be appointed by the BoS, on a rotational basis within the OCCAR Member States, for a mandate of three years from among persons of recognised competence of whom one at least would have legal background. The president of the Board shall be designated by unanimous consent by the members of the Board.

4.1.3 Three alternative members shall also be appointed by the BoS under the conditions set out in Art. 4.1.1 and Art.4.1.2 above.

4.1.4 The Appeals Board members and their alternates shall be of a different nationality and be from an OCCAR Member State.

4.1.5 Any person appointed to the functions of member or alternate must hold a security clearance certificate authorising him to have access to information classified OCCAR Confidential.

4.1.6 In the event of the death or of the resignation or of the prolonged inability to act, of one of the members of the Appeals Board, or of one of the alternates, a new appointment shall be made for the remaining part of this mandate.

4.1.7 In appointing the members and the alternates, the BoS may adapt the length of the mandates in view to ensure a constant renewal.

4.1.8 The Appeals Boards shall not be validly constituted unless the three members referred to in this article are present; nevertheless each member may be replaced by an alternate. In case of absence of the president, a replacement shall be designated by unanimous consent of the constituted Appeals Board.

4.1.9 Each party (OCCAR or appellant) may ask for a change in the composition of the Appeals Board on account of presumed partiality. The parties may not, however, invoke the nationality of a member of the Appeals Board to this effect. The Board shall take a decision on the request submitted in the absence of the member concerned.

4.1.10 The members of the Appeals Board shall be completely independent in the exercise of their duties; they shall not receive any instructions or be subject to any constraint. They shall enjoy, so far as is necessary for the effective exercise of their functions, the privileges and immunities specified in the Convention.

## 4.2 Competence

4.2.1 The Appeals Board shall decide on any individual dispute arising out of a decision taken by the OCCAR-EA Director and which a staff member, or former staff member or his legal successors consider constitutes grounds for grievance. In this respect the Appeals Board shall have jurisdiction to resolve all questions regarding the interpretation and application of this OMP, contracts or other terms of employment.

4.2.2 The appeals board may annul such decisions of the OCCAR-EA Director that are contrary to the employment contract, OCCAR rules, regulations or procedures. The Appeals Board may also order OCCAR to repair the damage resulting from the annulled decision. Alternatively, the Appeals Board may decide not to annul the decision and instead determine the amount of compensation to be paid to the appellant for the injury sustained if they are convinced that the execution of an annulment decision would give rise to substantial difficulties.

## 4.3 Appeals

4.3.1 The Appeals Board shall only entertain appeals resulting from a decision taken by the OCCAR-EA Director which constitutes grounds for grievance. For the application of Art. 4, the failure by the OCCAR-EA Director to reply within forty working days to a complaint submitted to him by a staff member or to a request made by a former staff member or a legal successor shall be considered as an equivalent to the rejection of the complaint or request. Nevertheless, if on receipt of a complaint, a Complaints Committee is set up, the Appeals Board shall not be convened before the OCCAR-EA Director has taken a decision under Art. 3.3.3 above.

4.3.2 Appeals shall be lodged with the Secretariat of the Appeals Board within forty working days from the date of notification of the decision appealed against. Nevertheless, in very exceptional cases and for duly justified reasons, the Appeals Board may admit appeals lodged after the time allowed.

4.3.3 Appeals shall be made in writing. They shall state all grounds of appeal put forward by the appellant and shall be accompanied by all documentary evidence in support thereof.

4.3.4 Although appeals shall not stay the execution of the decisions appealed against, Heads of Divisions/Programme Managers shall exercise all due circumspection to avoid taking any further action during the period within which an appeal may be brought or is being heard which would change the position within the Division to the detriment of the staff member bringing the appeal, by rendering impossible the relief sought by the appellant, in the event of his appeal being upheld.

## 4.4 Preliminary Procedure

4.4.1 Appeals shall be transmitted immediately to the OCCAR-EA Director, who shall make his comments thereon in writing. These comments shall, within twenty working days from the date of submission of the appeal, be communicated to the appellant who may, within twenty working days of their receipt, submit a reply in writing.

4.4.2 Appeals, together with the documentary evidence in support, the comments of the OCCAR-EA Director and the appellant's reply, if any, shall be communicated to the members of the Appeals Board by its Secretariat:

4.4.2.1 no later than ten working days following the receipt of the appellant's reply or, if this reply has not been received within the limit defined in Art. 4.4.1, no later than ten working days after the expiry thereof; and

4.4.2.2 at least twenty working days before the date of the session at which they are to be considered.

#### 4.5 Convening of the Board

4.5.1 The Appeals Board shall be convened by its President.

4.5.2 The Board shall, as a general rule, consider appeals submitted to it not later than ninety working days after the date of submission of the appeal.

4.5.3 The President shall have discretion, in exceptional circumstances, to depart from the time-limits laid down both in the preceding article and in Art. 4.4 above. The parties to the appeal shall be informed about such decision and its reasons.

#### 4.6 Secretariat of the Board

4.6.1 The Secretary of the Appeals Board shall be appointed by the OCCAR-EA Director from among the OCCAR-EA staff members.

4.6.2 In the exercise of his duties, the Secretary of the Appeals Board shall be responsible only to the Board.

#### 4.7 Meetings of the Board

4.7.1 The meetings of the Appeals Board shall be held in private.

4.7.2 The OCCAR-EA Director and the appellant may, on their own initiative, or following a request by the Appeals Board, attend the hearings and make oral statements in support of the arguments put forward in their submissions. They may be aided or represented for this purpose either by a staff member or by counsel selected by them. However, in the event the Appeals Board considers it necessary, either at the request of the OCCAR-EA Director, or at the request of the appellant, to take cognisance of classified material and in the event this material is included in the file of the case notwithstanding the provisions of Art. 4.7.5 below, the parties can only be assisted or represented by an OCCAR-EA staff member or counsel who has received appropriate security clearance.

4.7.3 The Appeals Board may require the production of any document which it deems useful for the consideration of the appeals before it. Documents so communicated to the Board shall also be communicated to the OCCAR-EA Director and to the appellant.

4.7.4 The Appeals Board shall hear any witnesses whose evidence it deems may be useful in the proceedings. Any OCCAR official called as a witness shall

appear before the Board and may not refuse to give the required information, except under the conditions laid down in this Annex.

4.7.5 Nevertheless, if the interests or rules of OCCAR necessitate the utmost secrecy concerning information of a particularly confidential nature, the OCCAR-EA Director may, either on his own initiative or at the request of the Head of the Division or Programme Manager concerned, personally decide that certain documents shall not be communicated to the Appeals Board or may instruct a staff member not to reply to certain questions. Classified material originating from a Member State or Programme Participating State shall not in any event be disclosed without the consent of the Member State or Programme Participating State concerned. Recourse to the provisions of this article shall in no case be interpreted to the disadvantage of the appellant.

4.7.6 Anyone attending a meeting of the Board shall preserve the utmost secrecy concerning the information which comes to his knowledge and the views expressed during discussions.

4.7.7 Members of the Board shall deliberate in private.

#### 4.8 Decisions of the Board

4.8.1 Decisions of the Board shall be taken by majority vote. They shall be delivered in writing to the OCCAR-EA Director and the appellant and shall state the grounds on which they are based. After suppression of the name of the appellant, they shall be circulated by the Secretary of the Board, particularly for the benefit of national authorities, Heads of Divisions and Programme Managers.

4.8.2 In cases where the Board considers that there were good grounds for the appeal, the Board shall order OCCAR-EA to reimburse, within reasonable limits, justified expenses incurred by the appellant. Furthermore, OCCAR-EA shall reimburse the justified expenses incurred by witnesses who have been heard, within the limits to be fixed by the Board.

4.8.3 In cases where the Board considers that the appeal was an abuse of process, the Board may decide that the appellant must pay the cost of the appeal.

4.8.4 The decisions of the Board shall not be subject to appeal, except that the Board may be requested to rectify a clerical or accidental mistake in a decision delivered. The parties may petition the Board for a re-hearing should a determining fact not have been known by the Board and by the party requesting a re-hearing at the time of the Board's decision. Petitions for a re-hearing must be made within three months from the date on which the above-mentioned fact becomes known and within five years from the date of the decision.

4.9 Implementing procedures applicable to the Appeals Board are detailed in Annex OMP 8-E-2.

## Annex OMP 8-E-1 – Implementing Procedures applicable to Complaints Committees

### Article 1 - PURPOSE

1.1 Art. 63 of OMP 8 and articles 2 and 3 of its Annex OMP 8-E deal with the rights of an OCCAR-EA staff member to submit a written complaint to the OCCAR-EA Director.

1.2 The purpose of this text is to set out the implementing procedures applicable to the Complaints Committee, in line with articles 2 and 3 of Annex OMP 8-E.

### Article 2 - INITIATION OF THE COMPLAINTS COMMITTEE PROCEDURE

2.1 Any staff member making a complaint to the OCCAR-EA Director is entitled to request that it be submitted to a Complaints Committee prior to a decision being taken. This constitutes a right of the staff member and such a request must be complied with.

2.2 Equally, the OCCAR-EA Director may, on his own initiative, refer to a Complaints Committee a complaint which has been presented to him, even if no request to that effect has been made by the staff member.

### Article 3 - RESERVED

### Article 4 - COMPLAINTS COMMITTEE PROCEDURE

#### 4.1 Notification of staff member

A staff member who has asked for his complaint to be submitted to a Complaints Committee is notified as soon as possible of the establishment of such a Complaints Committee and of the names of its members. The staff member is similarly notified if the OCCAR-EA Director decides, on his own initiative, to seek the recommendation of such a Committee before acting on a complaint lodged by the staff member.

#### 4.2 Composition of the Complaints Committee

4.2.1 The composition of the Complaints Committee is detailed in Art. 3.2 of Annex OMP 8-E. The staff member may, however, request a change in the composition of the Complaints Committee by making out a prima facie case of bias, or for some other serious reason. In the event of the staff member's challenge resulting in the withdrawal of the Chairman, this withdrawal is deemed to be an inability to act within the meaning of Art. 3.2.2 of Annex OMP 8-E and he is accordingly replaced by the alternative Chairman.

4.2.2 The OCCAR-EA Director is sole judge of the validity of the challenge. Following withdrawal, the Head of Human Resources Division (or, if the Head of Human Resources Division is part of the complaint, the OCCAR-EA Deputy Director) and the staff member concerned are required to act with all due dispatch, in order to ensure that a new Complaints Committee is set up within ten working days from the withdrawal.

#### 4.3 Investigatory powers of the Complaints Committee

4.3.1 Before delivering its recommendation, the Complaints Committee must hear the claimant.

4.3.2 The Complaints Committee has broad investigatory authority to hear witnesses whose testimony appears necessary or useful.

4.3.3 The Complaints Committee may ask for any document or information deemed essential to its consideration of the complaint, with the same restriction as in Art. 4.7.5 of the Annex OMP 8-E.

4.3.4 These measures are designed to enable the Complaints Committee to be in full possession of the facts of the case so that it can give the OCCAR-EA Director a well-balanced recommendation.

#### 4.4 Powers of interpretation of the Complaints Committee.

The Complaints Committee may consider the validity of the application or provide an interpretation of a regulation in a particular case. The Complaints Committee may properly take such action, it being understood that the application or interpretation of the regulation in question may be confirmed or overruled either by the OCCAR-EA Director or by the Appeals Board.

#### Article 5 - FINAL REPORT OF THE COMPLAINTS COMMITTEE

5.1 When drafting its final report, the Complaints Committee must bear in mind that the Appeals Board may subsequently ask for the report to be submitted to it.

5.2 The report should be drafted clearly and concisely and should provide the OCCAR-EA Director, apart from a recommendation, also with an appropriate summary of the case.

5.3 In cases where the report is forwarded to the Appeals Board, a copy of the report is provided to the appellant to safeguard his rights of defence.

5.4 Furthermore, the report should not contain any statement not relevant to the matter under review, nor should it contain any statement expressing a judgement on the character of the claimant unless such a judgement has a significant bearing on an essential element of the case.

5.5 The report is signed by all members of the Complaints Committee. In the event of a difference of opinion over the case, or over the recommendations to be submitted to the OCCAR-EA Director, a special annex may be attached to the report.

5.6 All important documentary evidence should be included as an annex to the final report.

#### Article 6 - DECISION BY THE OCCAR-EA DIRECTOR - RIGHTS OF APPEAL

6.1 Before taking his decision on a complaint, the OCCAR-EA Director must give the claimant the right to be heard personally by him. This is a strict requirement under Art. 3.3.3 of Annex OMP 8-E. The staff member concerned must be notified in writing of the decision taken within ten working days of receipt of the advice or recommendation of the Complaints Committee.

6.2 The staff member has the right to appeal against the decision of the OCCAR-EA Director to the Appeals Board by filing an appeal in accordance with the provisions of Annex OMP 8-E.

6.3 If the staff member asks the OCCAR-EA Director to review his decision, this constitutes a petition. A petition is an exceptional measure. It does not form part of the prescribed procedure laid down in OMP 8. Nevertheless, such a petition, when submitted within the period allowed for an appeal preserves the appeal period. A petition does not require the OCCAR-EA Director to refer the matter to a Complaints Committee. He may either reconsider his initial decision or simply confirm that decision, leaving the petitioner with an appeal to the Appeals Board as his only possible course of further action.

#### Article 7 - PROCEDURAL TIME-LIMITS

The prescribed time-limits laid down in Art. 3.3 of Annex OMP 8-E must be complied with. Failure to comply with the prescribed time-limits does not automatically render the proceedings null and void. The proceedings will only be void where the delay has influenced the report of the Complaints Committee or the decision taken by the OCCAR-EA Director concerned or has, in general, resulted in direct and indisputable prejudice to the claimant.

## Annex OMP 8-E-2 – Implementing Procedures applicable to the Appeals Board

### Article 1 - APPEALS

1.1 Appeals lodged with the Appeals Board must be drawn up in duplicate, in the form indicated in Annex OMP 8-E. They must clearly set out the principal and subsidiary relief sought by the appellant.

1.2 Documentary evidence in support of the appeal must include the decision appealed from, such written request as may have been addressed to the OCCAR-EA Director, and, except where no reply has been received from him within forty working days, the communication notifying the appellant that his request has been rejected.

1.3 The appeals, together with all documentary supporting evidence and other relevant documents must be submitted in one of the OCCAR languages. The translation into other languages will, if necessary, be prepared under the responsibility of the Secretary of the Board.

### Article 2 - SECRETARIAT OF THE BOARD

2.1 The Secretary of the Appeals Board shall receive the documents submitted to the Board and shall be responsible for the notifications provided for in the procedures. He shall initiate and complete the file of each case with all possible dispatch and within the time-limits prescribed in Annex OMP 8-E.

2.2 The Secretary of the Board shall plan a date for the Appeals Board meeting as soon as the Appeal has been lodged with him. He shall notify the members of the Board, the OCCAR-EA Legal Adviser, the OCCAR-EA Director and the appellant, at least twenty working days in advance of the date of the meeting of the Board. A copy of the file of each case shall be circulated to each member of the Board at least twenty working days prior to the agreed date of the meeting.

2.3 When each case is examined, the Secretary shall report to the Board on the preliminary proceedings.

### Article 3 - POWERS OF THE PRESIDENT

3.1 Between the meetings of the Appeals Board, the President or a member of the Board whom he shall designate for that purpose shall deal with all interlocutory matters concerned either with points of procedure which may arise in the course of the preliminary examination, or with the determination of any fact material to the decision in the case. As far as possible, such facts shall be found in the presence of both parties and a report thereon shall be made to the Board in writing.

3.2 Should the appellant withdraw his appeal, the President may accept this withdrawal without convening the Board for the purpose, provided the withdrawal is unconditional.

### Article 4 - MEETINGS

4.1 At each meeting of the Appeals Board there shall be a hearing of both parties in the presence of the other and a consultation of the Board in private. The Board

may decide to sit in the absence of one of the parties, provided that the date of the meeting has been duly notified to the latter.

4.2 The President shall be responsible for the conduct of the proceedings. The language used shall be English. The members of the Board, the appellant and the OCCAR-EA Director may request interpretation into any other OCCAR language. Any witness whom the Board decides to hear may, if he has not sufficient knowledge of English, be authorised by the President to speak in another language. In such event, the interpretation shall, if needed, be supplied by OCCAR-EA.

4.3 Before considering the appeal submitted to it, the Board shall rule on any objection concerning its composition.

4.4 Before hearing a witness, the President must request him to give an undertaking to reply fully and accurately to the questions put to him, draw his attention to the fact that all those attending the hearing are bound to secrecy and, if he should be an OCCAR-EA staff member, inform him that by virtue of Art. 4.7.4 of Annex OMP 8-E, it is his duty to give any information required of him. However, a witness shall not be bound to disclose to the Board any information covered by professional privilege which may have come to his knowledge outside his duties in OCCAR.

4.5 If necessary, any investigation or hearing of witnesses may, if the Board so decides, be conducted by one of its members or by any other person whom the Board may designate for that purpose. The proceedings under this paragraph shall, as far as possible, take place in the presence of both parties. A report shall be made to the Board in writing on such proceedings, and a copy of such reports shall be delivered by the Board to the parties.

4.6 Where, in the course of a meeting of the Appeals Board, it appears that further investigation, as provided for in Art. 4.5 above, is necessary to enable it to reach its decision, the Appeals Board may, if it deems it appropriate, agree to render its decision without holding a further meeting for the purpose.

## Article 5 - DECISIONS

5.1 Decisions of the Appeals Board must include a summary of the preliminary proceedings and of the hearing, together with a statement of the grounds on which they are based. Decisions shall be signed by the President and by the Secretary of the Board who shall notify them to the OCCAR-EA Director and the appellant as soon as possible after they have been given.

5.2 Decisions of the Board shall be circulated by the Secretary particularly for the benefit of national delegations, Heads of Divisions and Programme Managers. They may furthermore be communicated by the Secretary to any person who may apply thereto. Nevertheless, the Appeals Board may decide that a decision shall not be circulated until the names of the appellants or of any person mentioned therein have been deleted.

5.3 The preliminary proceedings in an appeal for the rectification of a clerical or accidental error or in a petition for re-hearing, and the consideration of such appeal or petition, shall be held in accordance with the provisions of Annex OMP 8-E and these Implementing Procedures.

## Article 6 - LODGING AN APPEAL

The following information must be given by all appellants:

- Name, first names and address of appellant;
- Origin, date and subject matter of the decision appealed against;
- Statement of facts:
  - Date of such prior written request as may have been addressed to the OCCAR-EA Director;
  - Date of reply, or reference to absence of reply from the OCCAR-EA Director within forty working days;
  - Grounds of appeal and pleadings submitted;
- The principal and subsidiary relief sought;
- Date and signature.

## Annex OMP 8-F – Duty Travel Rules

### Article 1

Duty Travel authorised under Art. 92 of this OMP will be performed in accordance with the following rules.

### Article 2 – MEANS OF TRAVEL

2.1 Subject to the provisions of the following Articles, travel shall be performed by the most economical means (including public transport) commensurate with the urgency of the mission.

#### 2.2 Travel by air:

Staff members will travel at a class that represents the most cost effective use of OCCAR-EA funds. Business class may be used where it can be shown that its use offers an advantage to OCCAR-EA and not to the individual.

#### 2.3 Travel by rail:

2.3.1 staff members will be entitled to first class train travel;

2.3.2 for journeys involving night travel (i.e. travel between 22:00 and 07:00 hours) of a minimum of 4 hours, staff members have the right to a single first class sleeping compartment.

#### 2.4 Travel by rental car:

2.4.1 the use of rental cars should be considered wherever it can be shown to be cost effective to do so;

2.4.2 cars will usually be booked through the OCCAR-EA car rental contract and not by the individuals;

2.4.3 the smallest class of car appropriate to the duties involved will be used.

#### 2.5 Travel by water:

If authorised by the OCCAR-EA Director staff members will be entitled to first class accommodation.

#### 2.6 Travel by private car

2.6.1 Travel by private car is an individual initiative and not an OCCAR-EA requirement. OCCAR-EA's requirement for travel by car is to use a rental car.

2.6.2 Private car may be authorised for short journeys. Short journeys are defined as 100km for a single trip or 200km for a round trip. Short Journey Reimbursement Rate refers to the set of rates approved by the BoS based on the recommendations of the yearly Report on Revision of the Amounts of the Kilometric Allowance of the Coordinated Organisations. They shall also be entitled to reimbursement of ferry, toll and similar charges actually incurred.

2.6.3 Use of private car for long journeys – if authorized - shall be reimbursed using the following formula:

Kilometric Allowance =

First 200 km (round trip) x Short Journey Reimbursement Rate

+ Remaining number of km x Long Journey Reimbursement Rate

+ receipted toll charges, ferry costs, etc.

Long Journey Reimbursement Rate is the fuel cost per km, with the fuel consumption assumed to be 1 litre per 10 km and the fuel price per litre referring to the prices adopted by the national automobile associations (German ADAC average price or [www.gasoline-germany.com](http://www.gasoline-germany.com)).

2.6.4 In cases where a staff member carries in his own private car a passenger or passengers, authorized by OCCAR to travel with him, he shall be paid an additional allowance per km equal to:

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

2.6.5 The payment of the passenger allowance precludes reimbursement of any travelling expenses to staff members travelling with the owner of the car, other than subsistence allowance;

2.6.6 Staff members will be authorised to use their own cars when travelling on official duty only if they present in advance of travel the insurance certificate proving that they hold full and valid third party insurance which must, in particular, cover any passenger carried;

2.6.7 Staff members cannot lodge any claim against OCCAR-EA in respect of material damage or injury either to themselves (except as provided for in Chapter X) or to third parties resulting from an accident sustained in the course of an official mission while using their private cars. They shall sign an undertaking to this effect in advance of such travel.

### Article 3 – MEANS OF TRAVEL CHOSEN FOR PERSONAL CONVENIENCE

When a staff member travelling on official duty chooses, and is authorised, to travel by means other than the ones defined in Art. 2.1 of this Annex the following provisions shall apply:

3.1 the reimbursement of transportation costs, calculated in accordance with the rules in Art. 2 above, is limited to the costs incurred had he travelled by the most economical means of transport (see Art. 2.1 of this Annex).

3.2 he shall not be entitled to subsistence allowance for any period in excess of the length of the journey corresponding to the use of the mode of transport on which the refund of travel expenses is based as set out in Art. 3.1 above;

3.3 any additional working time taken to complete the journey will be deducted from his annual leave.

## Article 4 – SPECIAL PROVISIONS

In exceptional circumstances, and on duly justified grounds, the staff member may be authorised to make his own travel arrangements or to change those which have been made. To permit reimbursement, the staff member shall, on his return, provide a detailed justification of the conditions under which his journey was performed.

## Article 5 - SUBSISTENCE ALLOWANCE

5.1 Staff members authorised to travel on official duty shall be entitled to subsistence allowance in accordance with the provisions of this Article.

5.2 The rates which shall apply to subsistence allowance are approved by the BoS based on the recommendations in the yearly Report on Revision of the Daily Subsistence Allowance of the Coordinated Organisations.

5.3 Exceptionally, the OCCAR-EA Director may authorise the payment of subsistence allowance at a higher rate than that to which staff members are entitled, when this is necessary to fulfil official business.

### 5.4 Method of calculation

5.4.1 For periods of less than 4 hours, the staff member shall only be entitled to reimbursement of travel expenses (including kilometric allowance if authorised to use their own private car) and actual cost of meals on the basis of receipts unless meals were offered free of charge.

5.4.2 Where the period of duty is 4 hours or more but less than 8 hours the staff member shall be entitled to one quarter of the daily allowance. The staff member shall likewise be entitled to one quarter of the daily allowance in respect of any period of 4 hours or more but less than 8 hours in excess of any complete period of 24 hours.

5.4.3 Where the period of duty is 8 hours or more but less than 12 hours without hotel accommodation, the staff member shall be entitled to 35% of the daily allowance. The staff member shall likewise be entitled to 35% of the daily allowance in respect of any period of 8 hours or more but less than 12 hours in excess of any complete period of 24 hours.

5.4.4 Where the period of duty is 12 hours or more without hotel accommodation the staff member shall be entitled to one half of the daily allowance. The staff member shall likewise be entitled to one half of the daily allowance in respect of any period of 12 hours or more but less than 24 hours in excess of any complete period of 24 hours.

5.4.5 Where the period of duty is 8 hours or more, but less than 24 hours, with hotel accommodation, the staff member shall be entitled to the full daily allowance.

5.4.6 For each complete 24 hour period of duty the staff member shall be entitled to one day's subsistence allowance. Except as provided in Art. 5.3, he shall not be entitled to more than the full daily allowance for each complete 24 hour period of duty.

5.4.7 The time away on duty to calculate the subsistence allowance shall start and end at the time the staff member left from/returned to the home or office.

As a general rule, duty travel shall start and end at the staff member's duty station. However, duty travel may also start and/or end at the staff member's home address at Duty Station if this is decided by the Line Manager in the interest of the service.

5.4.8 If one or more main meals were received free of charge, regardless of the circumstances (e.g. from OCCAR-EA during a meal hosted by a Programme Division or the CO, from suppliers, governmental or international authority or other third parties related to the business), the daily subsistence allowance shall be reduced by 15% per main meal (lunch, dinner). Meals and snacks offered during flights and journeys by rail are not considered as such.

5.4.9 The provisions of Art. 5.4.1 also apply for duty travel within a radius of not more than 35 kilometres from the staff member's duty station, or residence if they start directly from home (local duty travel).

## 5.5 Special provisions

5.5.1 Unless the OCCAR-EA Director rules otherwise, subsistence allowances shall be reduced by one-quarter for a stay of any period in excess of 30 continuous days in the same locality. A stay shall be considered broken if interrupted for more than seven consecutive days and provided that the staff member concerned could not know in advance that he would necessarily have to return to the same locality.

5.5.2 A staff member who is placed on sick leave while travelling on official duty may be entitled to subsistence allowance, subject to a decision of the OCCAR-EA Director

5.5.3 The allowance provided for in the present article shall be deemed to cover all the expenses liable to be incurred by a staff member travelling on duty, except expenses of the nature mentioned hereunder, for which additional reimbursement may be claimed:

5.5.3.1 visa fees and similar charges;

5.5.3.2 excess luggage charges; however, in the case of air travel, the luggage concerned must be carried for official purposes or with the specific authorisation of the OCCAR-EA Director;

5.5.3.3 postal, telegraph and long-distance telephone expenses incurred for official purposes;

5.5.3.4 hospitality expenses incurred in conformity with instructions issued by the OCCAR-EA Director.

5.5.4 Taxi fares will normally only be reimbursed at the start and end of each journey. Any additional taxi fares will only be reimbursed if evidence to the satisfaction of the appropriate authority is provided showing that the charges are incurred necessarily.

5.5.5 Notwithstanding the rules above, where a staff member travels on official duty to another OCCAR-EA installation possessing canteen or restaurant facilities and where this duty does not require him to be absent from his residence for a significantly longer period than would be the case if he were working in his own headquarters, the subsistence allowance payable shall normally be reduced to 20% of the daily allowance. In addition, the OCCAR-EA Director may introduce other special rules for duty travel performed in the vicinity of the staff member's normal place of work or habitual place of residence.

5.5.6 When staff members returning from duty travel are unable to provide hotel bills or other evidence that they paid for their accommodation, the daily subsistence allowance will be reduced by 50%.

5.5.7 It may be permissible to combine annual leave or weekend with a duty trip. But the full circumstances must be reported when submitting the travel authorization for approval and each application will be examined by the authorizing officer. If such annual leave/weekend is approved, no additional travel costs which may be incurred because of the incidence of leave will be reimbursed.

Staff remaining at the duty travel destination for private reasons, such as a weekend stay shall be entitled to subsistence allowance based on the inclusion of a notional time taken for the return journey. The notional time allowed shall assume that the return journey to the office/home commenced at the end of the meeting, and that the journey was completed without any unexpected delays. Such leave/weekend arrangements can only be approved on the basis that there is no additional cost for OCCAR-EA.