

# Staff Regulations

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Published by the  
International Hydrographic Organization  
4b quai Antoine 1<sup>er</sup>  
Principauté de Monaco  
Tel: (377) 93.10.81.00  
Fax: (377) 93.10.81.40  
info@iho.int  
www.iho.int

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## INTRODUCTION

The first edition of the Staff Regulations (which combined the former *Personnel Statutes and Staff Regulations* adopted by the X<sup>th</sup> International Hydrographic Conference) was drawn up in accordance with the decisions of that Conference and came into force in January 1974, following approval by IHO Member States.

The second edition (January 1980) incorporated the decisions of the XI<sup>th</sup> I.H. Conference, together with supplementary provisions and rules of an administrative nature.

The third edition (January 1988) incorporated the decisions taken by the XIII<sup>th</sup> I.H. Conference following recommendations by a Sub-Committee of the Finance Committee, as well as amendments for the purpose of clarifying the texts and improving their application.

The fourth edition (April 1993) incorporated the decisions taken by the XIV<sup>th</sup> I.H. Conference following the recommendations by a Finance Committee Working Group on the Terms and Conditions of Service of the Directors and Staff of the IHB. This edition also took into consideration amendments to the third edition produced in 1989, 1990 and 1991 as well as those agreed at a Joint Staff Consultative Meeting of 31 August 1992.

The fifth edition (1998), included the amendments resulting from decisions of the XV<sup>th</sup> IH Conference, as well as other amendments approved by the IHB Joint Staff Consultative Committee.

The sixth edition (2003) included amendments resulting from decisions of the IHB Directing Committee, amendments approved by the IHO Member States and decisions of previous Conferences.

The seventh edition (June 2004) incorporated the decisions taken by Member States following the recommendations by the Finance Committee Working Group on the Alignment of IHB salaries with the UN System.

The eighth edition incorporated the decisions taken by Member States following recommendations contained in the reports of the Staff Regulations Working Group established by the XVII<sup>th</sup> IH Conference in 2007 and re-formed by the XVIII<sup>th</sup> IH Conference in 2012 and discussed at the 5<sup>th</sup> Extraordinary International Hydrographic Conference in 2014.

The eighth edition also anticipated the entry into force of the Protocol of Amendments to the Convention on the IHO. Until such time as the Protocol of Amendments enters into force, all references to the roles and functions of the Secretary-General should be taken as referring to the Directing Committee, except in the case of Regulations 3.1.8, 5.5.1 and 5.11.c, where the functions described in these Regulations for the Secretary-General shall be undertaken by the President of the Directing Committee.

This ninth edition [effective 1<sup>st</sup> June 2023] applies amendments resulting from the rearrangements made for the cover of medical costs and retirement plans which are now based on contracts with external insurance providers. The option of a working regime which allows teleworking was also introduced.

## DEFINITIONS

For the purposes of these Regulations, except for Annex E which contains its own definitions, and unless otherwise indicated in the text, it shall be understood that:

- a. "the IHO", means the International Hydrographic Organization.
- b. "Regulations", means these Staff Regulations of the IHO.
- c. "Assembly", means the Assembly of the International Hydrographic Organization, as described in the Convention (as amended).
- d. "Convention", means the Convention on the International Hydrographic Organization (as amended).
- e. "General Regulations" and "Financial Regulations", means the Regulations annexed to the Convention. (Convention Article XI)
- f. "Host Agreement", means the agreement between the host country (where the IHO has its headquarters) and the IHO and in which the privileges and immunities relating to the IHO are stipulated.
- g. "Secretariat", means the personnel and the functions as described in Article VIII(a) of the Convention and Articles 9-15 of the General Regulations.
- h. "Member of Staff", means any of the Permanent Members of Staff and Probationary Members of Staff.
- i. "Secretary-General" and "Director", means those officers described in Article VIII of the Convention and Articles 9-15 of the General Regulations.
- j. "Assistant Director", means an Internationally Recruited Member of Staff engaged by the Secretary-General in accordance with the conditions set out elsewhere in these Regulations. For the purposes of these Regulations, Assistant Directors are considered as Managerial Members of Staff.
- k. "Permanent Member of Staff", means the Secretary-General and Directors and any person, who, following a Period of Probation, has been confirmed in their post. Such persons are identified in paragraphs (a), (b) and (c) of Article 11 of the "Host Agreement".
- l. "Temporary Member of Staff", means any person who is employed for an occasional task or mission of less than two years duration. Such persons are identified as "non-permanent employees" in Article 11 (d) of the "Host Agreement".

This does not include personnel seconded to the Secretariat by Member States from time to time under the terms of IHO Resolution 3/1987. These officers are subject to separate terms and conditions as agreed between the Secretary-General and the Member State of origin.
- m. "Probationary Member of Staff", means any person who is undergoing a Period of Probation in order to achieve a permanent appointment.
- n. "Period of Probation", means a period of not less than 12 months and not more than 24 months.
- o. "Internationally Recruited Member of Staff", means a Member of Staff who is based in Monaco and engaged to deliver the substantive work of the IHO in any location or country and who therefore receives a compensation package which is established with reference to the global labour market, in order to attract and retain the best available talent from all Member States.
- p. "Locally Recruited Member of Staff", means a Member of Staff who is engaged to provide local expertise and/or support services in Monaco and who therefore



receives a compensation package established with reference to the local labour market, in order to attract and retain the best available local talent.

- q. “Managerial Member of Staff”, means a Member of Staff that is assigned by the Secretary-General to predominantly management and supervisory functions and that reports to the Secretary-General or to the Directors for those functions. Managerial Members of Staff may be Internationally Recruited Members of Staff or Locally Recruited Members of Staff.
- r. “Seniority”, means the number of months or years that a Member of Staff is considered to have worked continuously in a job in the Secretariat for the purposes of placement on the relevant salary progression table. In the event of a new contract of employment or re-election to the same position, prior seniority shall be carried forward.
- s. “Year”, means twelve consecutive months;
- t. “Calendar Year” means the period 1 January to 31 December inclusive;
- u. “Month”, means each of the twelve named periods into which a year is divided;
- v. “Recognized Home Country Address”, means the address with which a Member of Staff had the closest residential ties being that person’s main centre of interest, both professionally and personally, prior to entering the Secretariat’s service and which was declared as their home at that time;
- w. “Normal Residence”, means the address in or near Monaco declared by the Member of Staff as their local residence while employed in the Secretariat;
- x. “In or near Monaco”, means the Principality of Monaco and the surrounding district of the Alpes-Maritimes;
- y. “Dependent Family”, means a Spouse and any Dependent Children.
- z. “Dependent Child”, means:
- the natural child of a Member of Staff, or
  - the legally adopted child of a Member of Staff, or
  - the step-child of a Member of Staff provided that the child is residing with the Member of Staff
- and who fulfils the following requirements:
- the child must be under the age of 18 years, or
  - up to the age of 21 years if in full-time attendance at an educational institution, or
  - if the child is certified to be incapacitated owing to physical or mental impairment of a permanent nature, then no age limit shall be applied.

In all cases, the Member of Staff must be providing the main and continuing support for the child.

aa. “Spouse”, means a person’s partner in marriage or civil partnership, as currently recognized in the country of the Recognized Home Country Address of the person and supported by relevant documentation as required in Regulation 5.7.

bb. "Dependent Spouse", means a Spouse of an Internationally Recruited Member of Staff whose occupational earnings, if any, do not exceed the lowest entry level of the UN General Service gross salary bands in force on 1 January of the Calendar Year concerned for the duty station in the country of the Spouse's place of work or a Spouse of a Locally Recruited Member of Staff whose occupational earnings, if any, do not exceed the minimum wage (SMIC – Salaire Minimum de Croissance – as published by the French "Service Public") assuming full time employment as established by the labour regulations applying in Monaco.

cc. "Termination", means a separation from service initiated by the Secretary-General other than by retirement or summary dismissal.

dd. "CCSS", means *Caisse de Compensation des Services Sociaux* - which is the social security system applicable in Monaco.

ee. "CAR" means the *Caisse autonome des retraites*, which is the Monaco State pension system.

## **CHAPTER 1 – INTRODUCTION**

### **1.1 Scope and Purpose**

In pursuance of the requirements of Article 10 of the General Regulations, these Staff Regulations set out the duties and obligations, the conditions of service and the basic rights of the Members of Staff of the Secretariat of the IHO.

### **1.2 Responsibility of the Secretary-General in relation to the Staff Regulations**

- 1.2.1 The Secretary-General is responsible for ensuring that all personnel employed in the Secretariat comply with these Regulations, which are designed to facilitate the work of the Secretariat whilst at the same time safeguarding the welfare of the Members of Staff.
- 1.2.2 In order to ensure the efficient operation of the Secretariat the Secretary-General may delegate in writing some of the responsibilities described in these Regulations to a Director or to any Managerial Member of Staff.
- 1.2.3 In cases where the Secretary-General is empowered by these Regulations to exercise discretion in their application, any decision that personally affects the Secretary-General, shall be endorsed by the Chair of the Council.

### **1.3 Amendments to Staff Regulations**

These Regulations may be amended by a decision of the Member States at the Assembly or by correspondence through the Council. They may also be amended by the Secretary-General subject to the maintenance of the acquired rights of the Members of Staff and as long as no financial costs to the IHO are introduced beyond those approved in the budget.

### **1.4 Languages**

These Regulations have been drawn up in the English language and translated into French. Each text shall be considered equally authentic. Should, however, any divergence be found in the meaning of the two texts, the Secretary-General shall decide on the precise interpretation, after consulting a legal expert if considered necessary.

### **1.5 Rules of Reference**

- 1.5.1. For the purpose of defining a compensation package described in these Regulations that is aligned with the global labour market, Internationally Recruited Members of Staff are aligned, as far as is practicable, with the UN Common System maintained by the UN International Civil Service Commission (ICSC).
- 1.5.2 For the purpose of defining a compensation package that is aligned with the local labour market, Locally Recruited Members of Staff are aligned, as far as is practicable, with the provisions applied to the permanent Civil Servants of the Principality of Monaco.

## CHAPTER 2 - ORGANIZATION OF THE SECRETARIAT

**2.1 The Secretariat shall consist of the Permanent, Probationary and Temporary Members of Staff.**

**2.2 The Secretary-General and Directors** shall be elected by the Assembly in accordance with the conditions set out in Article V(e)(iii) of the Convention and Articles 17 to 26 of the General Regulations. For the purposes of these Regulations the Secretary-General and Directors shall be considered as Internationally Recruited Members of Staff, subject to specific provisions in the Convention or in the General Regulations.

**2.3 Assistant Directors** shall be Internationally Recruited and engaged by the Secretary-General in accordance with the conditions set out elsewhere in these Regulations. For the purposes of these Regulations, Assistant Directors shall be considered as Managerial Members of Staff.

**2.4 Locally Recruited Members of Staff** shall be engaged by the Secretary-General in accordance with the conditions set out elsewhere in these Regulations.

**2.5 Temporary Members of Staff** are not governed by these Regulations but will be subject to the social laws in force in Monaco, as set out in the terms and conditions of their individual contracts of employment.

**2.6 The number of posts in the Secretariat** shall be fixed in the three-year budgetary estimates. The Secretary-General may, however, make temporary appointments necessary for the functioning of the Secretariat within the available funds.

**2.7 The Secretary-General** shall make provision for the classification of posts and Members of Staff according to the nature of the duties and responsibilities required, subject to any directives from the Assembly.

## CHAPTER 3 - DUTIES, OBLIGATIONS AND PRIVILEGES

### 3.1 General

- 3.1.1 In accordance with the Convention on the IHO, and in particular Article VIII f, the Members of Staff are servants of the IHO; their responsibilities are therefore exclusively international. Consequently, they shall discharge their functions and regulate their conduct with the interests of the IHO only in view. The Members of Staff shall not seek or receive instructions from any Member State or from any authority external to the Organization. They shall refrain from any action that may be incompatible with their positions as international officials.
- 3.1.2 The Members of Staff shall conduct themselves at all times in a manner befitting their status. They shall not engage in any activity that is incompatible with the interests of the IHO. They shall avoid any action, and in particular any kind of public pronouncement, which may adversely reflect on the IHO or which would be incompatible with their integrity and impartiality.
- 3.1.3 Members of Staff who may have, or be perceived to have, a financial interest, directly or indirectly in matters relating to their work, shall disclose that interest to the Chair of the Finance Committee and, except as otherwise authorized by that officer, either dispose of that financial interest or formally disqualify themselves from participating with regard to any involvement in that matter which might give rise to a conflict of interest.
- 3.1.4 The Members of Staff shall not use their office or knowledge gained therefrom for the private gain, financial or otherwise, for themselves or any third party, including family, friends and those they favour.
- 3.1.5
- a. The Members of Staff shall not accept any gratuity or favour from any commercial firm, individual or entity doing or seeking business with the IHO.
  - b. Official gifts presented to Members of Staff for protocol purposes are not considered gratuities. They shall be entered into an Official Gifts Register prior to the item being displayed or stored.
  - c. Personal gifts other than token gifts of less than €50 in value may not be accepted unless it is likely that declining them would cause offence. In such circumstances personal gifts should be entered into an Official Gifts Register and the Secretary-General shall decide the most appropriate treatment.
- 3.1.6 No Secretary-General or Director may accept outside employment. All other Members of Staff must obtain the prior written permission of the Secretary-General before accepting any outside employment or any form of remuneration, or an offer of remuneration, for outside work done in their spare time.
- 3.1.7 The obligations contracted on behalf of the Secretariat in an official capacity by the Secretary-General or by any other Member of Staff appointed by the Secretary-General to represent the IHO or the Secretariat shall not render them in any way personally responsible.
- 3.1.8 The immunities and privileges accorded to Members of Staff by virtue of Articles 10 and 12 of the Host Agreement are conferred in the interests of the IHO. These privileges and immunities shall not be invoked to excuse the personnel who enjoy them from discharging private obligations or from

observing laws and police regulations. In any case where these privileges and immunities are invoked, the Member of Staff concerned shall immediately report to the Secretary-General who shall decide whether they shall be waived (see Article 13 of the Host Agreement).

### **3.2 Functions and Duties of the Secretary-General of Directors**

- 3.2.1 The functions of the Secretary-General are indicated in the Convention and its General and Financial Regulations. Under the terms of Articles 9 to 14 of the General Regulations, the Secretary-General shall administer the Secretariat in accordance with the provisions of the Convention and the Regulations and with directives given by the Assembly.
- 3.2.2 The Secretary-General may nominate one of the Directors or any other Member of Staff to represent him or her in law or in ordinary transactions.
- 3.2.3 The individual responsibilities of the Secretary-General and Directors will be listed and published in the Annual Report.
- 3.2.4 In order to ensure a satisfactory hand-over between retiring Secretaries-General and retiring Directors and their successors, an overlap of a maximum period of ten working days between the incoming and outgoing incumbents is allowed. This overlap period does not modify the official date on which the new Secretary-General and Directors take over, which is 1 September in accordance with the terms of Article 14 of the General Regulations.
- 3.2.5 During this overlap period, the practical arrangements of which will be settled by mutual agreement, both the incoming and outgoing Secretaries-General and Directors will receive all emoluments and allowances provided for in the Staff Regulations.

### **3.3 Duties of the Members of Staff**

- 3.3.1 The duties of Directors shall be assigned by the Secretary-General in accordance with Article 9 of the General Regulations.
- 3.3.2 The duties of the Managerial Members of Staff shall be assigned by the Secretary-General in consultation with the Directors.
- 3.3.3 Managerial Members of Staff shall be responsible to the Secretary-General or Directors as appropriate.
- 3.3.4 The remaining Members of Staff shall carry out administrative, secretarial, translation, technical and general service duties allocated to them by the Managerial Members of Staff, Directors or Secretary-General as may be appropriate.

### **3.4 Hours of Work**

The working hours of the Secretariat shall be 37.5 hours a week (exclusive of a mid-day break), based on five working days per week.

### **3.5 Flexibility**

The Secretary-General will consider applications by Members of Staff for a flexible working schedule, provided that the "core hours" of 0930 until 1530 each day are met. Besides the mid-day break, non-attendance during the core hours may be authorised by the Secretary-General,

in exceptional circumstances, subject to meeting the needs of the IHO. The working timetable of the Members of Staff other than the Secretary-General and Directors shall be approved by the Secretary-General and published in a Staff Memo.

### **3.6 Remote teleworking**

This arrangement for the Staff of the IHO Secretariat to work partly from home aims to facilitate local flexible working arrangements in the best interests of both the individual Staff Member and the Secretariat as a whole. Its objectives, in particular, are to achieve a better balance between family commitments and professional duties whilst taking special regard of individual conditions and personal circumstances.

- 3.6.1 An individual request to work partly from home may be granted under the following conditions:
  - a. Personal presence at the Secretariat in this role is not required on all working days;
  - b. The duties of the post can be executed autonomously by IT means;
  - c. The work efficiency of the Staff Member can be validated against agreed milestones, outputs and deliverables;
  - d. The outputs and deliverables of the post are predictable and can be time bound;
- 3.6.2 The working time for telework must not exceed 40% of the contracted working hours per week, unless exceptional circumstances exist.
- 3.6.3 The Secretary General will consider applications by Members of Staff for remote teleworking. The general suitability of a post for teleworking is subject to the confirmation of the line manager of the applying Staff Member. The final approval is up to the Secretary-General. There is no implicit right for approval of a teleworking arrangement.

### **3.7 Official holidays**

A list of official holidays to be observed during each Calendar Year shall be promulgated by means of a Staff Memo at the beginning of the Calendar Year, based on the assignment of official holidays granted to the permanent Civil Servants of the Principality of Monaco.

### **3.8 Overtime**

Depending on the workload, Members of Staff may be required to work outside their normal working hours. Non-Managerial Members of Staff will be compensated for these supplementary hours as specified in the table in Annex A.

The Secretary-General may grant leave of absence, at the request of non-Managerial Members of Staff who have worked supplementary hours, in lieu of monetary compensation. Rates to be paid for supplementary hours worked, together with the corresponding compensatory leave allowance, are laid down in the table in Annex A. Any compensatory leave granted shall be taken within the leave year in which it was granted (see Regulation 6.1.3.b).

## CHAPTER 4 – SALARIES AND ALLOWANCES

### 4.1 Salaries

#### 4.1.1 Principles

General principles governing salaries are as follows:

- a. The starting point for the salaries of Internationally Recruited Members of Staff and Translators shall be based on the UN salary bands as indicated below, inclusive of the relevant UN Post Adjustment factor.
  1. The starting point alignment of the Secretary-General will be against the D-2 UN salary band;
  2. The starting point alignment of Directors will be against the D-1 UN salary band;
  3. The starting point alignment of Assistant Directors will be against the P-4 UN salary band;
  4. The starting point alignment of the Translators will be against the P-1 UN salary band.
  5. The starting point alignment of the Head Translator will be against the P-2 UN salary band.
- b. In the case of Locally Recruited Members of Staff (except Translators), salaries will be established to be comparable with similar posts in the Monaco Civil Service.
- c. All salaries will follow the cost of living adjustments applied to the basic salary of the permanent Civil Servants of the Principality of Monaco (see Regulation 4.1.2.a).
- d. All salaries will be adjusted in accordance with the salary progression tables at Annex D to these Regulations.

#### 4.1.2 Salary calculations and adjustments

- a.
  1. The basic salary is calculated by multiplying the relevant salary scale index in the Salary Progression tables in Annex D by a factor “c”. The value of the factor “c” takes into account the cost of living adjustments and its impact on salary. The factor “c” is increased according to the progression of the “value of the point” used by the Government of Monaco to calculate salaries in the Monaco Civil Service.
  2. The gross salary for Internationally Recruited Members of Staff and Locally Recruited Managerial Members of Staff equals the basic salary.
  3. The gross salary for Translators equals basic salary and overtime.
  4. For other Locally Recruited Members of Staff, the gross salary is composed of the basic salary, the Monaco allowance (5% of basic salary), the language allowance (see Regulation 4.2.2.2), the annual bonus (see Regulation 4.2.2.1) and overtime (see Regulation 3.7).
- b. Salaries are calculated by multiplying the relevant salary scale index in the Salary Progression tables in Annex D by a factor “c” and then adding any other applicable payments and allowances.



For example (August 2022), for a Locally Recruited Member of Staff (see Salary Progression Table 3B) whose job is assigned to Step 3, with 4 years' seniority, where the value of "c" is 8.70012 €:

Gross monthly salary =

Basic salary	424 x 8.70012
+ Monaco Allowance	5%
+ Language Allowance (if applicable)	
+ overtime (if/when awarded)	

- c. Internal tax is levied, under the provisions of Regulation 4.3.
- d. The pensionable salary applicable for the personalized retirement plans is the gross salary less the corresponding part of the internal tax.
- e. The net salary is the gross salary minus the internal tax and contributions to all retirement schemes (personalized retirement plans and the AMRR – *Association monégasque de retraite par répartition*).
- f. There shall be no differentiation on account of the Member of Staff having a Spouse or not.

## 4.2 Allowances

### 4.2.1. Family Allowance

Family allowance is paid subject to a Member of Staff producing either a certificate of deletion from any other scheme offering benefits of the same nature or any other justifying document certifying that neither the Member of Staff nor their Spouse receive any similar benefits.

- a. Internationally Recruited Members of Staff with Dependent Family who meet the conditions described in the definition of Dependent Family receive family benefits, based on the current rates in force in the UN Common System.
- b. All Locally Recruited Members of Staff with Dependent Children receive family benefits, in conformity with the current rates and conditions in force in the Monaco Civil Service. Personnel with children in full-time education shall receive, where eligible, a School Grant payable once yearly.
- c. Crèche (Day Nursery), and Playschool Allowances

The payment of a Crèche (Day Nursery) Allowance and/or a Playschool Allowance shall be made to Members of Staff who satisfy the general requirements laid down by the C.C.S.S.

### 4.2.2 Locally Recruited Members of Staff (except Translators and Locally Recruited Managerial Members of Staff)

#### 4.2.2.1 Annual Bonus

A bonus, equal to one month's basic salary shall be paid annually to Locally Recruited Members of Staff, (except Translators and Locally Recruited Managerial Members of Staff), in conformity with the bonus paid to permanent Civil Servants of the Principality of Monaco (*35% in July & 65% in December*). In the case of personnel, who have entered or who have left the service during the course of the Calendar Year, the payment of this bonus will be on a pro-rata basis, based on the actual length of service during the whole Calendar Year. Members of Staff whose service is terminated under the provisions of

Regulations 10.1.1.c, 10.1.1.d, 11.1.1.d or 11.1.1.e will not be eligible for this pro-rata payment.

#### 4.2.2.2 Language Allowance

- a. Locally Recruited Members of Staff (except Translators and Locally Recruited Managerial Members of Staff), who entered service before **1<sup>st</sup> January 2017**, and who show proficiency and competence in a second official language, and are regularly employed in using this second official language, will be eligible for a language allowance. Two levels of proficiency together with monthly rates of payment are established and are shown in the table in Annex B.

Members of Staff who enter service after **1 January 2017** are ineligible for language allowance.

- b. When compiling annual staff performance assessment reports on Locally Recruited Members of Staff (except Translators), who entered service before **1 January 2017** the Staff Performance Assessment Board shall assess the level of competence in the use of a second official language and make recommendations, so as to enable the Secretary-General to decide on the level of the language allowance payable to the Member of Staff during the forthcoming Calendar-Year.

The levels are:

- Level 1: Competence in a second official language of the Organization sufficient to enable a Locally Recruited Member of Staff to communicate effectively in writing and verbally in either official language, and to participate in detailed and complex discussions.
- Level 2: Competence in a second official language of the Organization sufficient to enable a Locally Recruited Member of Staff to communicate effectively within the Secretariat in either official language.

## 4.2.3 Internationally Recruited Members of Staff

### 4.2.3.1 Education Grant

- a. Internationally Recruited Members of Staff whose Recognized Home Country Address is outside Monaco and France, and who cannot find suitable education in the public schooling system in France, Monaco or their Home Country, shall be entitled to receive an education grant for each Dependent Child, other than maximum age, which is covered by Regulation 4.2.3.1.b below, and who is in full-time attendance at an educational institution. Internationally Recruited Members of Staff joining the Secretariat during the school year, whose Recognized Home Country Address is in France but outside Monaco or the surrounding district of Alpes-Maritimes, may receive an education grant for the balance of that school year. In that situation, admissible expenses include boarding expenses (see Regulation 4.2.3.1.h). The request for an education grant will need to be justified and documented. The education grant to be paid based on this request amounts to a maximum of 10% of the gross salary.
- b. The grant shall be payable from the point when a child is five years or older at the beginning of the school year or when the child reaches age five within three months of the beginning of the school year up to the end of the fourth year of post-secondary studies, but cannot be paid beyond the award of the first recognized degree or beyond the end of the academic year during which the child reaches the age of 25.
- c. Where the period of service of the Member of Staff is less than a full academic year, the amount of the grant shall be calculated on a pro rata basis. Grants shall not be paid in respect of periods of attendance at an educational institution prior to the appointment of the Member of Staff.
- d. Where attendance is for two-thirds or less of the academic year, the amount of the grant shall be calculated on a pro-rata basis.
- e. Subject to (g) below, the amount of the grant shall be in accordance with the conditions and amounts as indicated in the relevant tables promulgated by the ICSC.
- f. Admissible expenses shall in all cases include tuition (including mother-tongue tuition) and enrolment related fees.
- g. No education grant shall be paid where the admissible expenses are less than the minimum threshold amounts specified by the ICSC.
- h. Where the child attends a primary or secondary level educational establishment as a boarder in the Recognized Home Country of the Internationally Recruited Member of Staff, an allowance shall be provided in the form of a lump sum per academic year, as promulgated in the relevant ICSC regulations covering boarding assistance.
- i. Internationally Recruited Members of Staff receiving an education grant shall declare any scholarship that the child receives, or that they receive on behalf of the child, from sources outside the IHO. The amount of such scholarships shall be deducted from the expenses incurred by Internationally Recruited Members of Staff in respect of a child's education (including the expenses not admissible for reimbursement under this Regulation) before calculation of the amount of the grant to which they are entitled.

- j. Each child in respect of whom boarding costs under h above are payable may travel at IHO expense from the place of study to the Normal Residence, and return, as follows:
  - 1. an eligible child may travel twice at IHO expense during the Calendar Year in which the Internationally Recruited Member of Staff does not receive home leave, and
  - 2. an eligible child may travel once at IHO expense during the Calendar Year in which the Internationally Recruited Member of Staff does receive home leave.
- k. The reimbursement of travel under this Regulation shall not exceed the cost of travel by the most direct route, in economy class by air, cabin class by sea or second class by rail, at student rates wherever applicable, between the Recognized Home Country Address or the place of study and the Normal Residence.
- l. Where Internationally Recruited Members of Staff are entitled to travel expenses under (j) above in respect of one or more children, the Internationally Recruited Member of Staff may, in exceptional circumstances and subject to such conditions as may be prescribed in each case, be authorized to exchange that entitlement for a journey to be made by themselves or by their Spouse from the Normal Residence to visit the child or children at the place of study or to meet the child or children in some other place, provided that the cost shall not exceed that of travel by the child or children under j above and subject to the same conditions.

#### 4.2.3.2 Rental Subsidy

- a. A subsidy may be paid to Internationally Recruited Members of Staff when their rent exceeds the "*reasonable rental level*" as described in Regulation 4.2.3.2.d.2 and 3 below.
- b. The subsidy starts at 80% of the difference between the rent and the threshold rental as promulgated by the ICSC, for the first four years, and is reduced to 60%, 40% and 20%, respectively, for the next three years, after which it is discontinued. Normally subsidies do not exceed 40% of the rent.
- c. The subsidy covers the basic rental of an unfurnished house or apartment, garage, if part of the house or building. The subsidy does not cover the cost of charges and utilities, including heating, gas, electricity, hot water, telephone, internet and cable TV. A rental subsidy is not paid for the period during which an Internationally Recruited Member of Staff is receiving a Daily Subsistence Allowance, usually the first 15 days following arrival at the Secretariat.
- d. Eligibility
  - 1. Applications for Rental Subsidy must be made within 12 months of commencement of service.
  - 2. Applicants must satisfy the Secretary-General that reasonable efforts have been made to secure accommodation within the applicable rental ceiling.
  - 3. Eligibility for Rental Subsidy may be transferred from one rental property to another provided that the period between quitting the first property and taking up residence in the second property is not more than three months. In such a case, the allowance payable for the second property will be based on the new rental and the percentages applicable for the

remaining time of eligibility (see Regulation 4.2.3.2.b), but in no case will result in an increase in the previous level of Rental Subsidy.

4. Rental Subsidy is payable for a maximum period of seven consecutive years which includes re-appointment or re-election. Once Rental Subsidy is discontinued, Members of Staff are ineligible to re-apply.
- e. The following conditions are to be observed for the payment of a rental subsidy:
  1. The maximum allowable area for the calculation of rental subsidy is:
    - Member of Staff alone (1 bedroom) : 50m<sup>2</sup>
    - Member of Staff with spouse (2 bedrooms) : 60m<sup>2</sup>
    - Member of Staff with one child (2 bedrooms) : 60m<sup>2</sup>
    - Member of Staff with two children (3 bedrooms) : 80m<sup>2</sup>
    - Member of Staff with three or more children (4 bedrooms) : 100m<sup>2</sup>
  2. In order to calculate the rental subsidy payable, a reasonable rent level will be used based on a survey of rent levels in the local market. The reasonable rent level shall be the average rent value per square metre for unfurnished accommodation in the Alpes-Maritimes at the time of the application for a rental subsidy, as published by an independent reference such as Lacoteimmo.com or in the case that Lacoteimmo.com ceases to publish figures, then an equivalent reference.
  3. The *reasonable rent level* shall be used to calculate the maximum rental subsidy allowable by multiplying the gross surface area of the rental accommodation by the *reasonable rent level* per M<sup>2</sup>.
  4. For the Secretary General or a Director the *reasonable rent level* is increased by 20% in recognition of the requirement to undertake representational duties on behalf of the IHO from time to time.
  5. For rental subsidy purposes, the family of an Internationally Recruited Member of Staff shall be considered as comprising the Spouse and Dependent Children actually residing with that employee in their Normal Residence for the major part of the year. However, when the Dependent Children of that Member of Staff are absent from the Normal Residence in connection with their studies, an additional bedroom for every two children studying away from the Normal Residence will be added in determining the reasonable maximum rent level applicable to that Member of Staff. In no case shall the total number of bedrooms exceed those allowable under Regulation 4.2.3.2.e.1.
  6. Recipients of a rental subsidy must inform the Secretary-General in writing immediately of any change in circumstances which affects their eligibility for the allowance.
- f. Method of payment:
  1. Rental subsidy will be payable monthly on the same date as the salary for the month following that in respect of which the allowance is due.

2. Internationally Recruited Members of Staff who receive a retrospective increase in salary will be required to pay back the difference between the allowance that has been drawn since the date of the increase and the adjusted allowance to which they are entitled on the basis of their new salary.
- g. Annex C provides an example of the calculation of rental subsidy. The rates used in the example are purely indicative. The applicable rates should be checked before making any decision on accommodation.

### **4.3 Internal Tax**

An internal tax, shall be applied to the salaries and remuneration benefits of all Members of Staff at the rate and under the conditions set out below:

- a. The rate of the internal tax shall be fixed at 10% of the gross salary. Internal tax will be levied monthly and deducted at source.
- b. Excluded from the taxable remuneration are sums and indemnities, fixed by contract or not, representing compensation for expenses incurred in the course of duty.
- c. The sums accruing from the levy of an internal tax constitute a specific income to the budget of the IHO, and are distinguished as a separate item.
- d.
  1. In the event that income tax is levied on IHO salary by the country of residence of a Member of Staff or related to their Recognized Home Country Address, and subject to the provision of relevant documentary evidence, the internal tax paid by the Member of Staff shall be reimbursed.
  2. Internal tax will only be reimbursed in the case that the IHO income is taxed in its own right. No reimbursement will apply in the case where the IHO income is not taxed directly, but is nevertheless taken into account in determining the relevant tax threshold or effective rates of tax or payments to be applied to other taxable income.
- e. Members of Staff are personally responsible for complying with the income tax laws applicable to them. Any penalties, interest or other charges payable because of the failure of a Member of Staff to comply with such laws will not be reimbursed by the IHO.

### **4.4 Payment of salaries**

The rules governing the payment of salaries are as follows:

- 4.4.1 Salaries shall be payable monthly in arrears, no later than the last but one working day of each month. Salaries shall be paid in Euros to a bank account in Monaco or France.
- 4.4.2 Members of Staff about to proceed on duty or on leave may be authorized by the Secretary-General to draw their salaries in advance for the entire duty or leave period at the time of departure.
- 4.4.3 The Secretary-General may, in exceptional and intermittent circumstances, authorize the payment of an advance on the monthly salary for any compelling reason other than those mentioned above.
- 4.4.4 In the event of the death of a Member of Staff, the current month's salary shall be paid to their legal heirs, or, if there are none, to any designated recipient.

#### **4.5 Recovery of overpayments**

The IHO shall be entitled to recover any payment made in error. Where the recipient accepted the payment in good faith, the following limitations will apply:

- a. no recovery shall be made if two years have elapsed since the overpayment was made or, if several overpayments have been made over a period of time, two years have elapsed since the last overpayment;
- b. recovery of overpayments made over a period of time shall be restricted to the amount overpaid during the twelve months immediately preceding the last overpayment;
- c. unless otherwise agreed, recovery shall be made by deduction, over a period not exceeding twelve months, from the monthly or other payments due to the Member of Staff concerned.

## **CHAPTER 5 - APPOINTMENT AND PROGRESSION**

### **5.1 Preamble**

Appointment of Members of Staff shall be made in such a manner as to ensure that employees are of the highest standard of efficiency, competence and integrity. Selection of Members of Staff shall be made without distinction as to age, race, religion or sex.

### **5.2 Selection Principles**

5.2.1 In accordance with Article 11(d) of the General Regulations, all Members of Staff other than the Secretary-General and Directors, shall be appointed by the Secretary-General, who, while making the selection, shall be guided by the principles set out in Regulation 5.1.

5.2.2 While bearing in mind the principles stated in Regulation 5.1, the composition of the Internationally Recruited Managerial Members of Staff shall cover as wide a geographical basis as possible, priority being given to candidates who are citizens of a country which is a Member State of the IHO.

5.2.3 Vacancies for Internationally Recruited Managerial Members of Staff shall be made known to Member States by Circular Letter and candidates should, as far as possible, submit their applications through the official representative of a Member State, who, in forwarding the application, should include their opinion and any other relevant information which could be useful to the Secretary-General in reaching a decision.

### **5.3 Documents required on recruitment**

In the case of applicants for Internationally Recruited Managerial posts, certified copies of certificates of qualifications should accompany the application. Both Internationally and Locally Recruited applicants must submit bona fide references attesting to their professional qualifications and integrity. In the case of Locally Recruited Members of Staff, in addition to the above, tests appropriate to the post may be given to the applicants.

### **5.4 Medical certificate**

All appointments of Members of Staff, except the Secretary-General and Directors, shall be conditional upon certification by a medical officer designated by the Secretary-General that the candidate is free from any defect or disease likely to interfere with the proper discharge of their duties.

### **5.5 Terms of appointment**

5.5.1 A candidate other than the Secretary-General or a Director, selected for appointment as a Member of Staff, shall receive a Letter of Appointment signed by the Secretary-General, which specifies the starting salary, any seniority awarded in consideration of previous experience, and the relevant position on the salary progression table and the terms of the appointment, including the commencement date of employment.

5.5.2 A copy of the Staff Regulations in force shall be attached to the Letter of Appointment.

5.5.3 In accepting an appointment, a candidate shall submit a Letter of Acceptance including an acknowledgement of the Staff Regulations in force and an acceptance of



their conditions.5.5.4 The Letter of Appointment and the Letter of Acceptance duly signed, and the Staff Regulations, as specified in Regulation 5.5.2, shall constitute the contract of employment of the Member of Staff. These documents shall be retained in the personal file of the Member of Staff throughout their employment in the Secretariat.

## **5.6 Effective date of appointment**

The appointment of a Member of Staff shall take effect from the date on which they start authorized travel to assume their duties or, if no such travel is involved, from the date on which they assume their duties.

## **5.7 Information required of Members of Staff**

5.7.1 Members of Staff shall, on appointment, supply whatever information may be required for the purpose of determining their status under the Staff Regulations or of completing administrative arrangements in connection with their appointments.

5.7.2 Specifically, these requirements shall include evidence and relevant details of:

- a. nationality,
- b. passport, and visa if required, or French or Monaco identity card as appropriate,
- c. Spouse,
- d. Dependent Children,
- e. Normal Residence,
- f. Recognized Home Country Address, and
- g. designation of their beneficiary.

5.7.3 Members of Staff shall notify the Secretary-General promptly, in writing, of any subsequent changes in these matters or other matters likely to affect their status under the Staff Regulations.

## **5.8 Contracts of employment**

- a. Contracts of employment for Internationally Recruited Members of Staff other than the Secretary-General and Directors shall be fixed-term appointments as specified in Regulation 5.9.1.
- b. At least six months prior to the date of termination of a fixed-term appointment, the Member of Staff concerned is to inform the Secretary-General, in writing, whether they wish their appointment to be considered for renewal or not. The Secretary-General will then inform the Member of Staff whether the appointment will be renewed.
- c. Contracts of employment for Locally Recruited Members of Staff shall be an indeterminate appointment as specified in Regulation 5.9.2, after a successful Period of Probation (see Regulation 5.10.1).

## **5.9 Forms of Contracts**

5.9.1 Internationally Recruited Members of Staff (except the Secretary-General and Directors)

- a. Upon satisfactory completion of the Period of Probation, Internationally Recruited Members of Staff (except the Secretary-General and Directors)

may be granted a fixed-term appointment of five years ending on a date specified in a Letter of Appointment.

- b. Such a fixed-term appointment may, at the discretion of the Secretary-General, and subject to the skills and experience requirements of the Organization at the time, be renewed under a new contract for a further fixed-term appointment (see c below). It shall not, however, carry any expectation of, or imply any right to, such renewal and unless renewed shall expire according to its terms, without notice or indemnity, except for termination under Regulation 10.1.
- c. Should a new fixed-term contract be offered to commence on the expiry of an existing fixed-term appointment, it shall be for a period of no more than five years. Any new contract offered under this Regulation shall recognize the seniority of the incumbent. The conditions of the Staff Regulations in force at that time shall apply in all other aspects.

#### 5.9.2 Locally Recruited Members of Staff

Upon satisfactory completion of the Period of Probation, Locally Recruited Members of Staff may be granted an indeterminate appointment being an appointment without limit of time.

### 5.10 Progression of Members of Staff

#### 5.10.1 Period of Probation

Permanent Members of Staff other than the Secretary-General and Directors are subject to a Period of Probation. The Period of Probation shall normally be 12 months; however, in exceptional cases the Secretary-General may extend the Period of Probation by a further period of no more than 12 months.

#### 5.10.2 Initial salary

- a. At the time of appointment of a Member of Staff, the Secretary-General shall set the initial salary step in the relevant band in the salary progression tables in Annex D.
- b. For all locally recruited Members of Staff except Translators appointed before **1<sup>st</sup> January 2017**, Table, 3A in Annex D will apply. That Table does not include a starting and end point for the salary progression of the Members of Staff.
- c. For all Members of Staff appointed, re-elected, re-classified or subject to a new contract of employment after **1<sup>st</sup> January 2017**, Tables 1, 2 or 3B in Annex D will apply. These tables include a starting and end point for the indices for salary progression for the employment levels against which a Member of Staff is appointed.
- d. For Internationally Recruited Members of Staff recruited after **1<sup>st</sup> January 2017** the initial step on the relevant salary progression table will be at the level of zero seniority.
- e. For Locally Recruited Members of Staff including Translators, the initial step in the relevant salary band may be set above the starting step to recognize previous experience and additional relevant qualifications.

- f. On successful completion of the Period of Probation, the Secretary-General may re-adjust the seniority of a Locally Recruited Member of Staff based on their demonstrated performance during the Period of Probation.
- g. The starting point for Internationally Recruited Members of Staff and Translators is based on the net dependent salaries published in the relevant ICSC salary scales, adjusted for Monaco. A comparison between the salaries based on the adjusted ICSC value and the values obtained from Tables 1 and 2 shall be made whenever a revised ICSC salary scale is published.
- h. In the case of significant differences between the salary based on the ICSC baseline value and the salaries derived from the indices in tables 1 and 2 shown in Annex D, the Secretary-General shall seek the endorsement of the Finance Committee and subsequently the Member States via the Council, for any proposed realignment of the Tables.
- i. The starting point for Locally Recruited Members of Staff is based on the relevant salary bands used by the Monaco Civil Service. The Secretary-General will determine the appropriate salary band for each Locally Recruited position by comparing the Secretariat position with similar positions or levels of responsibility in the Monaco Civil Service. At the midpoint between Assemblies confirmation shall be sought from the Government of Monaco that the values obtained from Table 3B remain comparable with salary values in the Monaco Civil Service.
- j. In the case of significant differences between the salaries based on Table 3B and the comparable values used by the Monaco Civil Service, the Secretary-General shall seek the endorsement of the Finance Committee and subsequently the Member States via the Council, for any proposed realignment of the Table.

#### 5.10.3 Salary progression

- a. The salaries of Members of Staff shall be increased progressively to acknowledge their levels of experience and competence over time. The value of individual salaries shall progress according to the relevant salary progression Tables shown in the Tables in Annex D to these Regulations. The salary progression tables show the indices for each employment level from which the basic salary is derived.
- b. Following the practices in the UN Common System and the Monaco Civil Service, as appropriate, for Members of Staff appointed or elected after **1<sup>st</sup> January 2017** the salary progression tables 1, 2 and 3B include ceiling levels, representing the maximum seniority beyond which there is no further advancement on the relevant salary band. The ceiling levels are as follows:
  - Secretary-General and Directors (based on UN D-2 and D-1 salary bands)
    - ✓ 9 years' Seniority
  - Assistant Directors (based on UN P-4 salary band)
    - ✓ 16 years' Seniority
  - Translators (based on UN P-1 and P-2 salary bands)
    - ✓ 18 years' Seniority
  - Locally Recruited Members of Staff (except Translators) (based on the rates of salary progression in the Monaco Civil Service)
    - ✓ 18 years' Seniority

- c. Advancement from one step to the next higher step on the relevant salary progression table shall be automatic, provided that the Member of Staff has demonstrated satisfactory service, competence and performance. Nevertheless, progression is always subject to the approval of the Secretary-General. The Secretary-General may, depending upon the particular circumstances for each Member of Staff, and based upon the annual staff performance assessment report, require further service in the same step prior to advancement.

#### 5.10.4 Exceptional Performance Bonus

- a. The Secretary-General may recognize outstanding and exceptional performance of Members of Staff, excluding Directors, through the award of an Exceptional Performance Bonus corresponding up to the maximum of the annual value of one step at the current grade on the salary progression table of the Member of Staff.
- b. The award will be limited to no more than 0.5% of the annual salary bill for all Members of Staff excluding the Secretary-General and Directors.
- c. The award of such a bonus will be based on the annual staff performance assessment reports of Members of Staff together with any recommendations from the Staff Performance Assessment Board.

#### 5.10.5 Reclassification of Existing Positions

In circumstances where the work value of a position occupied by a Locally Recruited Member of Staff, except a Translator, has increased significantly in relation to a comparable position in the Monaco Civil Service, the Secretary-General, subject to any limitations of the approved budget, may allocate the position at a higher level on Table 3B in Annex D. In such circumstances, the Secretary-General shall re-assign any incumbent Member of Staff to an appropriate seniority level in the higher salary band, taking into account the experience, competencies and qualifications of that Member of Staff. All positions that are reclassified in this way will be subject to the relevant end point, regardless of the date of original appointment of the incumbent.

### 5.11 Staff Performance Assessment

- 5.11.1 An annual staff performance assessment report for each Member of Staff other than the Secretary-General and Directors will be prepared at the end of each Calendar Year. In the case of Managerial Members of Staff, the reports shall be written by the Secretary-General in consultation with the Directors concerned.

The staff performance assessment reports for non-Managerial Members of Staff shall be compiled by a Staff Performance Assessment Board, the Staff Performance Assessment Board consisting of the Managerial Members of Staff with input, as appropriate, from any supervising non-Managerial Member of Staff responsible for the person concerned. In drafting the reports, language allowance assessments should be considered in accordance with Regulation 4.2.2.2.b. Advancement recommendations should be considered in accordance with Regulation 5.11.2. The draft reports, together with supplementary comments and any recommendations, shall be submitted to the Secretary-General by the end of the Calendar Year. The Secretary-General, in consultation with the Directors, shall, in January of each Calendar Year, review the draft reports in order to draw up a final report.

- 5.11.2 Efficiency Review. The annual staff performance assessment report will be communicated individually to each Member of Staff during an annual performance review conducted with the Member of Staff by the Secretary-General or the relevant Director in the presence of the supervising Managerial Member of Staff. Advancement or other recognition of the performance of Members of Staff will take the final reports into account.
- 5.11.3 Appeals concerning Efficiency Reports. Members of Staff who wish to contest an adverse staff performance assessment report may address an appeal to the Secretary General. (See also Chapter 13).

## CHAPTER 6 – LEAVE

### 6.1 Annual Leave

6.1.1 All leave is subject to prior approval by the Secretary-General.

6.1.2 The Secretary-General shall ensure that a Director can be contacted by the staff of the Secretariat during all periods when the Secretary-General is on leave or otherwise out of contact.

6.1.3 All Members of Staff shall be granted annual and special leave in accordance with the following rules:

- a. Rate. Annual leave shall be granted at the rate of 2.5 working days for each calendar month of service (or fraction thereof pro rata) on a full pay basis. Annual leave may be taken in units of days or half days; periods of leave exceeding five days' duration should normally be taken in accordance with the approved leave schedule prepared with the object of ensuring the availability of sufficient Members of Staff for duty throughout the Calendar Year.
- b. Period of application. Annual leave, and any accumulated compensatory leave in lieu of overtime, must be taken during the leave year, meaning the Calendar Year in which it is earned or, at the latest, prior to 31 January of the following Calendar Year. Leave outstanding after that date shall be forfeited. In exceptional circumstances, Members of Staff may apply to the Secretary-General no later than the end of October to carry forward up to fifteen days of their annual leave to the following Calendar Year or to have an advance of annual leave up to a maximum of fifteen days.

### 6.2 Special Leave

Special Leave shall be granted as follows:

- a. Marriage and civil partnership:
  1. Marriage or civil partnership of the Member of Staff: 5 working days.
  2. Marriage or civil partnership of a child of a Member of Staff: 1 working day.
- b. Adoption:

In addition to the leave entitlement under Regulation 6.8, Members of Staff may be granted adoption leave with full pay for the adoption of a child for a period of 2 working days.
- c. Death:
  1. Death of an immediate relative of a Member of Staff (Spouse, son or daughter, father, mother, grandparent, grandchild, brother or sister): 3 working days.
  2. Death of other close relatives: 1 working day (at the discretion of the Secretary-General, taking into account the particular circumstances and the relationship of the deceased to the Member of Staff).

In connection with Special Leave for the death of an immediate relative, should the Member of Staff be compelled to travel a considerable distance to attend the funeral, the Secretary-General may grant them additional travel time.

### **6.3 Leave Travel to Recognized Home Country Address - Internationally Recruited Members of Staff**

6.3.1 Internationally Recruited Members of Staff and their Dependent Families shall be entitled to reimbursement of air or rail fares including transport costs to and from the airport or railway station, or the equivalent transport by self-drive vehicle or other means of transportation, for every 24 months of service (including any probationary service), for the purpose of taking leave at their Recognized Home Country Address.

6.3.2 In exceptional circumstances, the entitlement to reimbursement of the cost of travel for the purpose of taking leave at their Recognized Home Country Address may be advanced by or postponed by up to 12 months without affecting the due date of the next entitlement, but in no circumstances may reimbursement be paid until 12 months' service (including any probationary service) has been completed.

6.3.3 Reimbursement of the cost of travel of an Internationally Recruited Member of Staff and/or their Dependent Family shall be limited to economy class air travel or first class rail travel. If a self-drive vehicle, or other means of transportation are used, Regulation 8.1.3 applies.

### **6.4 Leave without pay**

Leave without pay not exceeding one month may be granted by the Secretary-General in exceptional cases. This would not prejudice the entitlement of the Member of Staff to social benefits nor will it constitute a break in service. A Member of Staff on leave without pay shall be required to make their full contribution to the Internal Retirement Fund or the personalized retirement plan based on their last month's salary.

### **6.5 Sick Leave**

6.5.1 A Member of Staff who is medically unfit for work shall be entitled to sick leave under the following conditions:

- a. No Member of Staff shall absent themselves from work for more than three consecutive days without a medical certificate (non-certified sick leave). Any Member of Staff may take up to a total of seven days of non-certified sick leave within one leave year; any additional sick leave must be supported by a medical certificate or deducted from annual leave, or charged as special leave without pay.
- b. Members of Staff shall be responsible for informing their supervisors as soon as possible of absences due to illness or injury.
- c. On expiry of the period covered by the medical certificate a Member of Staff must return to duty or send to the Secretariat a further medical certificate extending the period of absence.
- d. A Probationary Member of Staff shall be granted sick leave credit at full pay at the rate of two working days per month of service. After all their sick leave credits have been used, they will be placed on half pay for no longer than three months after which the contract is terminated in accordance with Regulation 10.3.3 (6). In the case of sick leave exceeding 15 days, the Period of Probation shall be extended by the period of sick leave taken.

1. A maximum of three months' sick leave shall be granted at full salary during any period of twelve consecutive months. Beyond this period, but not exceeding three years, a Staff Member on sick leave will be placed on half pay.
  2. When a Member of Staff is affected by a medical condition which requires lengthy and expensive treatment and is on the official list maintained by the Government of Monaco, then the member of staff may be granted sick leave on full salary for no more than 12 months before reverting to half salary for a maximum of two more years.
  3. When the medical condition is tuberculosis, cancer, mental disease or neuro-muscular disease a Member of Staff may be granted sick leave of periods up to one year at a time on full salary for no more than a maximum of three years, followed by no more than two years on half salary.
- e. When the entitlement to sick leave has been exhausted, further certified sick leave shall be charged to annual leave. When the entitlements to sick leave and annual leave have been exhausted, the Member of Staff shall be separated on medical grounds.
  - f. A Member of Staff may be required by the Secretary-General at any time to submit a medical certificate as to their condition or to undergo examination by a medical practitioner recognized by the CCSS. If the Secretary-General is satisfied that such is in the interest both of the Organization and of the individual, further sick leave may be refused or a period of sick leave may be required to enable proper treatment to be undertaken, provided that, if the Member of Staff so requests, the matter shall be referred to an independent practitioner or a medical board acceptable to both the Secretary-General and the Member of Staff.
  - g. Whilst on sick leave a Member of Staff shall not leave Monaco or the surrounding district of Alpes-Maritimes without the prior approval of the Secretary-General.
  - h. Sick leave shall be counted as a period of service for the purposes of the accrual of annual leave and eligibility for the annual bonus.

## **6.6 Maternity Leave**

Maternity leave shall be granted to Members of Staff on full pay as follows:

- |                          |          |
|--------------------------|----------|
| a. first or second birth | 18 weeks |
| b. third or more birth   | 26 weeks |
| c. twin birth            | 34 weeks |
| d. multiple birth        | 46 weeks |

Maternity leave is not considered as sick leave.



## **6.7 Paternity Leave**

Paternity leave shall be granted to Members of Staff at 90% of the salary of the last 12 months, as follows:

- a. Single birth                      12 calendar days
- b. Multiple birth                    19 calendar days

## **6.8 Adoption Leave**

Members of Staff may be granted adoption leave with full pay for a period of eight weeks for one child, ten weeks for multiple adoption or if there are already children in the family.

## CHAPTER 7 - MEDICAL AND DISABILITY ARRANGEMENTS

### 7.1 Social Security Cover

The IHO provides social security cover for illness, accident, injury, maternity, invalidity and death benefits for its active and retired Members of Staff in accordance with the conditions set out in these Staff Regulations. The entitlements are based, in general, on the provisions applying to the permanent Civil Servants of the Principality of Monaco.

### 7.2 Medical Benefits

7.2.1 Since 1<sup>st</sup> June 2019, the medical benefits for Members of Staff and eligible retired Members of Staff are covered by an external medical insurance provider which is contracted by the IHO. Both groups of Staff Members will submit to and be reimbursed the cost of medical claims incurred by themselves and their Dependent Families by the external service provider. The level of contracted reimbursement through the insurer is closely aligned with the level of the CCSS scheme.

7.2.2 In case of extended non-payment of the contracted reimbursement; or requirement for advance payment through the insurer; or the termination of the external medical insurance contract either by the IHO or the insurer, the IHO guarantees the following:

- a. Members of Staff in service and eligible retired Members of Staff will be reimbursed the cost of medical claims incurred by themselves and their dependent families on the basis of the CCSS scheme that applies to the Monaco Civil Service.
- b. The rate of reimbursement shall be 100% of the basic CCSS (green card) rate for a Member of Staff and 80% reimbursement for their Dependent Spouse and Dependent Children.
- c. The ruling of the Administration and medical authorities of the CCSS is sought in all cases where the rate of reimbursement is unclear or disputed by a Member of Staff.

### 7.3 Medical Benefits following Retirement

7.3.1 Locally Recruited Members of Staff who:

1. have reached retirement age, and
2. live in Monaco or France, and
3. retire immediately following service, and
4. have completed at least ten years' service,

shall be entitled to the medical benefits described in Regulation 7.2 on behalf of themselves and their Dependent Spouse and Dependent Children.

7.3.2 Internationally Recruited Members of Staff who entered service before 1<sup>st</sup> January 2017 and:

1. have reached retirement age, and
2. live in Monaco or France, and
3. retire immediately following service, and
4. have completed at least ten years' service,

shall be entitled to the medical benefits described in Regulation 7.2 on behalf of themselves and their Dependent Spouse and Dependent Children.

- 7.3.3 Internationally Recruited Members of Staff who do not meet all the conditions stipulated in Regulation 7.3.2 are not covered for medical benefits upon their retirement or completion of service.

#### **7.4 Medical Expenses outside Monaco**

In the event of medical expenses incurred outside Monaco, a Member of Staff and their Dependent Family shall be able to obtain reimbursement from the external medical insurance provider in force which is contracted by the IHO. In case of termination of the contract with the external medical insurance provider, 7.2.2 applies.

#### **7.5 Injuries and Illnesses contracted at work**

Members of Staff shall be entitled to compensation in the event of injury and illness attributable to the performance of their duties, in accordance with the relevant regulations under the CCSS scheme.

#### **7.6 Occupational Disability**

Members of Staff having developed an occupational disability shall be granted benefits equal to those granted under the CCSS scheme.

#### **7.7 Disability Benefit**

7.7.1 Members of Staff who become incapacitated for further service before reaching the conditions to receive retirement benefits (see Regulations 9.2 and 9.3), on account of a physical or mental deficiency of a permanent or long term character, shall be granted disability benefits under Regulation 7.7.2.

7.7.2 Members of Staff, irrespective of the retirement scheme to which they contribute, and those who are eligible but do not wish to draw the lump-sum benefit referred to in Annex E regarding Retirement Benefits (A.4), shall be entitled, and so long as the disability continues, to a disability benefit equal to that granted under the CCSS scheme. A disability benefit becomes payable only when the Member of Staff has exhausted all sick leave on full or half pay as laid down in these Regulations. A Member of Staff shall not be entitled to draw simultaneously a retirement pension and a disability pension, but they shall be entitled to choose the most advantageous one.

#### **7.8 Death Benefits**

In the event of the death of a Member of Staff the designated beneficiary will receive the pension benefits provided under the external subscribed insurance contract, as applicable. IHO undertakes to be the guarantor of the contract with the insurer in case of extended non-payment.

## CHAPTER 8 - TRAVEL AND REMOVAL EXPENSES

### 8.1 Travelling Expenses on Official Business

#### 8.1.1 Authority

The Secretary-General provides the authority for Members of Staff to travel on official IHO business.

#### 8.1.2 Expenses covered

Travelling expenses shall include the cost of travel, local transportation, incidental expenses and a daily subsistence allowance paid in accordance with the scheduled UN rates for the places visited.

#### 8.1.3. Travel Request and Financial Claim Forms

- a. **Pre-travel authorization.** In order to standardize travel procedures and to manage travel costs, those travelling on duty must complete a pre-travel authorization form
- b. The pre-travel authorization form should be endorsed prior to travel as follows:
  1. Secretary-General (SG) and Directors: Approved by another Director or SG as appropriate;
  2. Other Members of Staff: Approved by the SG or Director responsible for the activity.
- c. Completed pre-travel authorization forms should be passed to the appointed Member of Staff who will research the most appropriate travel options whilst taking into account the rules and conditions stated in 8.1.3
- d. Travel information and preferences must be made known to the appointed Member of Staff as early as possible, in order to benefit from greater availability and choice of fares.
- e. Pre-travel authorization forms should be forwarded to the appointed Member of Staff even for those Members of Staff that research and arrange their own itineraries that in any case must follow the rules and conditions stated in 8.1.3.chapter f.
- f. **Post-travel Financial Reconciliation.** A Post-Travel Claim Form is to be completed after travel and submitted to the Member of Staff appointed to finance management in order that the financial details of the mission can be reconciled and any payments or reimbursements can be made.

#### 8.1.4 Classes of Travel

##### a. Air

1. Travel reservations should be made with a reputable airline that offers a competitive price package as well as an appropriate quality / price ratio.
2. Staff may propose air travel routes that are longer in distance or time than the most direct route on the grounds of personal convenience. However, this shall not result in a higher class of travel being authorised or the daily subsistence allowance claimed being more than that incurred if the direct route was taken. Where alternative routes are proposed, a statement of justification, including a precise indication of the periods for which daily subsistence allowance will be claimed, shall be presented with the pre-travel authorisation request.

3. For journeys where the cumulative flying time (not to include time on the ground) to a destination is less than eight hours by the most direct route, travel will be by economy class. All air travel for missions within Europe will be by economy class regardless of the duration of the journey.
4. For missions to destinations outside Europe where the cumulative flying time (not to include time on the ground) to a destination is more than 8 hours, travel may be by business class. For any flights over eight hours flying time that are predominantly undertaken in daytime, economy or premium economy class should be considered.

b. Railway

The Secretary-General, Directors and Managerial Members of Staff travelling by railway are entitled to first class fares. All other Members of Staff are entitled to second class fares.

c. Self-drive Vehicle or other means of Transportation

Members of Staff may travel by self-drive vehicle and will be authorized to do so on the express condition that the vehicle is covered by an insurance policy against all risks of accident, the consequences of which might in any way involve a responsibility for the IHO. When travel is authorised, a mileage allowance, based on the mileage rates published by the French Fiscal Authorities, for the direct route will be paid. The necessary road, bridge and tunnel tolls and ferry charges shall also be reimbursed. Other transportation means may be permitted subject to the approval of the Secretary-General.

The amount of a claim for travel by self-drive vehicle or by other means shall not exceed the cost of an economy class air fare for the route travelled.

#### 8.1.5 Calculation of Daily Subsistence Allowance

- a. For journeys not involving overnight accommodation, the calculation of the daily subsistence allowance, shall be as follows:
  1. For return journeys from Monaco and its environs of less than ten hours duration, no daily subsistence allowance shall be payable.
  2. For return journeys from Monaco and its environs of more than ten hours duration not involving overnight accommodation, 40% of the ICSC daily subsistence allowance for the destination shall be payable.
  3. For journeys by air or railway, the duration of a journey shall be calculated from the scheduled time of departure from Nice airport or main railway station to the time of actual arrival back at Nice airport or main railway station, as appropriate.
  4. For journeys by road transport, the duration of a journey shall be calculated from the time of departure from Monaco or the Normal Residence to the time of arrival back at Monaco or the Normal Residence, as applicable.
- b. For journeys involving overnight accommodation, the calculation of the daily subsistence allowance, shall be as follows:
  1. The full ICSC daily subsistence allowance for the destination shall be applicable on the day of arrival and each day in the locality, but not for the day of departure.

This payment applies regardless of the time of arrival or departure.

2. In the case of missions or travel involving overnight stops in intermediate locations, the rules in paragraph 8.1.4.b.(1) still apply. In other words, no

payment will be made on the date of departure from a place, but payment will be made for the next overnight stop commencing on the date of arrival at that stop.

3. No daily subsistence allowance will be payable for any days on which Members of Staff are authorised to take leave while on mission.
4. When travel by self-drive vehicle is authorized in the interests of the IHO, a minimum distance travelled of 500 kilometres in no more than 9 hours driving time, should be expected for each day of travel.
5. For arrivals between midnight and 0600 (local time), and on condition that the Member of Staff provides evidence of expenditure on full overnight accommodation for that night, a full day subsistence allowance shall be paid.
6. Leave during missions. In cases where periods of leave are granted during missions, the total travel expenses and daily subsistence allowance claimed shall not be more than those incurred if no leave was being taken. A statement of justification, including a precise indication of the periods for which daily subsistence allowance will not be claimed and the financial impact on the IHO, shall be presented in the pre-travel authorisation request.

#### 8.1.6 Excess baggage

1. Whilst travelling on official business, a Member of Staff may be authorized by the Secretary-General to receive reimbursement of excess baggage charges for documentation, display material and other items necessary in the discharge of duty on behalf of the IHO. The quantum of excess baggage allowable shall be determined by the Secretary-General.

## 8.2 Expenses when taking up Appointment and on Separation

### 8.2.1 Internationally Recruited Members of Staff

- a. Internationally Recruited Members of Staff and their Dependent Family shall be entitled to the reimbursement of the following expenses involved in taking up their appointments and in returning to their Recognized Home Country Address on the completion of their term of office or contract, or upon resignation after more than two years' service:
  1. travel by economy class air travel, or by First Class railway travel including transport costs to and from the airport or railway station, or the equivalent transport by self-drive vehicle or other means of transportation. The amount of any claim for travel by railway or by self-drive vehicle or by other means shall not exceed the cost of an economy class air fare for the route travelled.
  2. subsistence as specified in Regulation 8.2.3;
  3. removal expenses as specified in Regulation 8.2.5.
- b. Should a Member of Staff wish to return to any other place than the Recognized Home Country Address, the cost of travel borne by the IHO shall not exceed the maximum amount that would have been payable on the basis of return transportation to the Recognized Home Country Address.
- c. The Secretary-General may decline to pay the cost of travel for a Member of Staff and their Dependent Family when the Member of Staff resigns within twelve months of return from leave at their Recognized Home Country Address that was funded by the IHO.

- d. The IHO shall not pay repatriation expenses to a Member of Staff who is dismissed under disciplinary action.

#### 8.2.2 Locally Recruited Members of Staff

Locally Recruited Members of Staff shall not normally be entitled to any reimbursement of travel costs when taking up an appointment in the Secretariat. They may however be authorized by the Secretary-General to receive reimbursement of travelling expenses on taking up their appointment when Locally Recruited Members of Staff are recruited from outside Monaco or the surrounding district of Alpes-Maritimes.

The Secretary-General may also grant to Locally Recruited Members of Staff recruited from outside Monaco or the surrounding district of Alpes-Maritimes, for a period not to exceed 15 days, a daily subsistence allowance based on the UN rate applicable for France intended to cover their living expenses whilst finding a permanent home.

#### 8.2.3 Subsistence Allowance on first Appointment

Internationally Recruited Members of Staff when taking up their appointment at the Secretariat and who are obliged to take hotel accommodation whilst making more permanent arrangements, will be entitled to receive the UN daily subsistence allowance for France, for themselves and accompanying Dependent Family members, the latter being provided with subsistence at half the rate for the Internationally Recruited Member of Staff.

The UN daily subsistence allowance for France shall be available for an initial period of up to 30 days. However, the Secretary-General may consider extending the period up to a maximum of another 15 days.

#### 8.2.4 Relocation Allowance

- a. Additionally, Internationally Recruited Members of Staff are entitled, upon completion of their mandate or contract, to a relocation allowance corresponding to one month's net salary.
- b. The relocation allowance will not be paid upon resignation of a Member of Staff or a dismissal under disciplinary action.
- c. Relocation allowance will only be paid in circumstances where the former Member of Staff is also entitled to reimbursement of travel expenses and removal costs.

#### 8.2.5 Removal Expenses

Internationally Recruited Members of Staff taking up permanent appointments and on separation from the Secretariat after two or more years of service, in accordance with Regulation 8.2.1, shall be entitled to the refund of removal expenses necessarily incurred on initial appointment as follows:

- a. For Internationally Recruited Members of Staff without Dependent Family, the entitlement shall be 4,890 kg or 33.90 cubic metres, inclusive of packing crates and lift vans. For Internationally Recruited Members of Staff with Dependent Family who accompany the Member of Staff to Monaco or the surrounding area, the entitlement shall be 8,150 kg or 67 cubic metres.
- b. The personal and household effects shall include all effects normally required for personal or household use provided that animals, boats, automobiles, motor

cycles and other power assisted conveyances, shall not be considered as such effects.

- c. Shipments shall normally be made in one consignment and by the most economical means. Reasonable costs of packing, crating, cartage and unpacking of such shipments within the limits of the authorized weight or volume will be reimbursed. Storage and demurrage charges shall not be reimbursed, unless they are directly incidental to the transportation of the consignment.
- d. The cost of insurance for personal and household effects in transit (excluding articles of special value for which premium rates are charged) shall be reimbursed up to the cost for maximum valuation in accordance with the UN Common System. The IHO shall in no case be responsible for loss or damage.
- e. Internationally Recruited Members of Staff shall furnish the Secretariat, prior to shipment, with an itemized inventory in duplicate of all articles, including containers such as suitcases and the replacement value in Euros of each article in the shipment.
- f. Claims for refund of expenses must be supported with receipted invoices and such other documentary evidence as is necessary to establish the validity and reasonableness of the expenses incurred.
- g. Should a Member of Staff wish to relocate to any other place than the Recognized Home Country Address, the cost of removal borne by the IHO shall not exceed the maximum amount that would have been payable on the basis of a removal to the Recognized Home Country Address.

8.2.6 Claims for refund of removal expenses will not be entertained:

- a. if removal has not commenced within two and a half years from the date of commencement of service in the Secretariat and 6 months after separation.
- b. In the case of removal back to the Recognized Home Country Address, if resignation takes place within two years of appointment.
- c. If separation follows dismissal under disciplinary action.

### **8.3 Repatriation of Members of Staff and Dependents in case of death or disability**

8.3.1 Following the death of a Member of Staff or a dependent member of their family, the IHO shall pay for the transportation of the body from the place of death to the Recognized Home Country Address. These expenses shall include reasonable costs for the preparation of the body.

8.3.2 In the event of the death or disability of an Internationally Recruited Member of Staff, the cost of travel for them and their dependents returning to their Recognized Home Country Address will be reimbursed together with the cost of transportation of their personal effects as in Regulation 8.2.5 above.

8.3.3 The Secretary-General may authorize the reimbursement of transportation or travel to another destination than the Recognized Home Country Address, subject to the cost not exceeding the cost of transportation or travel to the Recognized Home Country Address.



## CHAPTER 9 – RETIREMENT

### 9.1 Preamble

9.1.1 Prior to 1 September 1987 all Members of Staff contributed to an Internal Retirement Fund, details of which are given in Annex E. After that date, all newly appointed Members of Staff contribute to personalized retirement plans.

9.1.2 Since 1 January 2022, the pension benefits for Locally Recruited Members of Staff are covered by an external pension insurance provider which is contracted by the IHO. This contract guarantees a pension equivalent to the system of the Monaco *Caisse Autonome de Retraites* (CAR).

9.1.3 IHO undertakes to be the guarantor of the contract with the insurer in the event of its failure. In the event of a breach of the external contract, the IHO undertakes the responsibility to maintain the pension equivalent to the CAR system for all active and retired Locally Recruited Members of Staff.

### 9.2 Retirement Age

9.2.1 The mandatory age of retirement for Internationally Recruited Members of Staff (except the Secretary-General and Directors) shall be the applicable mandatory age of retirement promulgated by the ICSC at the time of retirement of the Internationally Recruited Member of Staff.

9.2.2 The mandatory age of retirement for **Locally Recruited Members of Staff** shall be the minimum age of retirement applicable under the CAR system at the time of retirement.

### 9.3 Personalized Retirement Plans

9.3.1 The IHO will contribute 15% of pensionable salary (as defined in Regulation 4.1.2.d) to such plans and the Member of Staff concerned a minimum of 7.5% of their pensionable salary.

9.3.2 The **Locally Recruited Members of Staff** will be covered by a personal retirement plan with the contracted external pension insurance company which will guarantee a pension at least equivalent to the one provided by the CAR system.

9.3.3 **Locally Recruited Members of Staff** cannot withdraw any or all of the accumulated capital in personalized retirement plans before retirement age, including staff completing employment with the IHO prior to reaching retirement age.

9.3.4 **Internationally-Recruited Members of Staff** will be covered by a personal retirement plan which accumulates the capital of the IHO contributions and their personal contributions as described in Regulation 9.3.1 to be withdrawn at the date of termination of their term of service for IHO. The IHO will not pay any pension to Internationally-Recruited Members of Staff.

9.3.5 **Internationally-Recruited Members of Staff** who are required by their national laws, or may find it beneficial to maintain a former national pension plan instead of, or in addition to the IHO may do so provided that in no case does the total expenditure of the IHO in making contribution payments (in other words, contributions plus any administrative or currency charges) exceed the 15% of basic salary, specified in Regulation 9.3.1 and provided that in the case of their death while in service, the IHO will not be obligated to payment of a death benefit to their beneficiaries.

#### **9.4 Alternative pensions provided based on the Regulations in force before 1st January 2022**

9.4.1 An inherited part-pension will cease to be payable in the case of remarriage or new civil partnership.

9.4.2 All recipients of pensions paid by the IHO shall inform the Secretary-General as soon as possible of any changes to their circumstances that are likely to affect their eligibility and the terms of their pensions and in any case should confirm their continuing eligibility for a pension every year on the anniversary of their first receipt of their pension.

9.4.3 Any alternative pension provided by the IHO under Regulation 9.5 shall be adjusted annually according to the value of the point as promulgated by the CAR.

#### **9.5 Payment of benefits**

Pensions shall be paid monthly in Euros.

#### **9.6 Supplementary Retirement Benefits**

9.6.1 All Members of Staff other than the Secretary-General and Directors are affiliated to a supplementary pension scheme operated by the "Association Monégasque de Retraites par Répartition (AMRR)". This scheme requires payments of contributions amounting to a percentage fixed by the AMRR and calculated on the gross salaries (excluding the annual bonus) of the Members of Staff concerned, 60% of these contributions being payable by the IHO, and 40% by the Member of Staff in accordance with the ceilings set by this scheme. The rights to these supplementary pension benefits will be maintained for all contributing Members of Staff when they reach retirement age, irrespective of the country in which they are residing.

9.6.2 For the purposes of the AMRR the Secretary-General and the Directors are considered by the scheme operators to be Administrators and are therefore ineligible to belong to the AMRR scheme.

#### **9.7 Contentious Matters**

9.7.1 Any retired Member of Staff who has a specific complaint regarding their retirement benefits may request the Secretary-General hear their complaint. The Secretary-General will respond within 30 days.

9.7.2 At the written request of the persons concerned, any complaint, which has not been resolved by the Secretary-General, may be submitted to an Appeals Board. This Board shall comprise the Chair and Vice Chair of the Finance Committee. The written request shall be submitted via the Secretary-General within a period of 30 days of receipt of the response from the Secretary-General.

## CHAPTER 10 - SEPARATION FROM SERVICE

### 10.1 Termination of Appointment

10.1.1 The Secretary-General may terminate the appointment of a Member of Staff other than the Directors for the following reasons:

- a. If the necessities of service require abolition of the post or reduction in personnel; when terminating appointments, due regard shall be paid to efficiency, competence, integrity and length of service;
- b. If a Member of Staff is certified by a medical authority to be incapacitated for further service by reason of their health;
- c. If any facts relating prior to the appointment of the Member of Staff and relevant to their suitability come to light which, had they been known at the time, should have precluded their appointment.
- d. If disciplinary measures are imposed on a Member of Staff under Regulation 11.1.1.d and e.

#### 10.1.2 Consultation on Termination

In all cases the action to terminate the services of a Member of Staff should be considered by the Joint Staff Consultative Committee (JSCC) under the terms specified in Regulation 12.2.

### 10.2 Notice of Termination

In the above cases, Members of Staff that have served between six months and two years will be entitled to one month's notice and Members of Staff serving more than two years will be entitled to two months' notice. The Secretary-General may, under special circumstances, authorize payment of salary and allowances in lieu of notice or in part thereof.

### 10.3 Termination Indemnity

10.3.1 Permanent Members of Staff whose appointments are terminated under the provisions of Regulations 10.1.1.a or b shall be entitled to a termination indemnity equivalent to 75% of net monthly salary for a number of months equal to the number of years of service.

10.3.2 In cases of termination of appointment for disciplinary action in accordance with Regulation 10.1.1.d, a termination indemnity will, at the discretion of the Secretary-General, be paid in an amount not exceeding one half of the amount indicated in Regulation 10.3.1.

10.3.3 No termination indemnity shall be paid to:

1. a Member of Staff who resigns;
2. a Member of Staff who is summarily dismissed under Regulation 11.2;
3. a Member of Staff whose entry into the service would have been precluded under Regulation 10.1.1.c;
4. a Member of Staff who abandons their post (see Regulation 11.3);
5. a Member of Staff who departs upon completion of a fixed-term contract.
6. a Member of Staff whose Probation Period is incomplete or unsatisfactory.

#### **10.4 Medical Cover after Termination**

In cases of termination of appointment under the provisions of Regulations 10.1.1.a or b, the reimbursement of costs for medical care permitted under these Regulations shall be maintained for a period of one year, provided:

- a. the Member of Staff has completed at least two years' service; and
- b. the Member of Staff continues to reside in Monaco or France; and
- c. the Member of Staff certifies that they are not entitled to receive such benefits from any other source.

The benefits will cease automatically on the expiry of one year from the date of termination of appointment.

#### **10.5 Resignation**

A Member of Staff may resign upon giving the Secretary-General written notice one month in advance; preferably this notice should be of three months' duration, in order that the vacancy may be filled in a timely manner.

#### **10.6 Medical Cover after Resignation**

In cases of resignation, the reimbursement of costs for medical care permitted under these Regulations shall be maintained for a period of three months, providing:

- a. the Member of Staff has completed at least two years' service;
- b. the Member of Staff continues to reside in Monaco or France;
- c. the Member of Staff certifies that they are not entitled to receive such benefits from any other source.

The benefits will cease automatically on the expiry of three months from the date of termination of appointment.

#### **10.7 Commutation or reimbursement of annual leave upon separation**

- a. If upon separation a Member of Staff has accrued annual leave, they may be paid in lieu thereof a sum of money for the period of such accrued leave up to a maximum of 30 working days. The payment shall be calculated on the basic salary.
- b. If upon separation a Member of Staff has taken an advance of annual leave, they shall pay back a sum of money for the period of such leave. The payment shall be calculated on the basic salary.

#### **10.8 Leaving Employment before the end of the Period of Notice**

A Member of Staff who, without the approval of the Secretary-General, wilfully leaves their employment during the obligatory one-month period of notice of resignation shall lose all rights to the remaining part of their salary as well as the benefits accruing to them under these Regulations other than the retirement benefits.

## **CHAPTER 11 – DISCIPLINARY MEASURES**

### **11.1 Disciplinary Procedures**

11.1.1 A Member of Staff who fails to carry out their duties in a satisfactory manner, or is negligent, disobedient, or guilty of misconduct, shall be subject to any of the following disciplinary measures by the Secretary-General:

- a. A verbal warning;
- b. A written censure which will be recorded in their personal records;
- c. Deferment or withholding of salary increment;
- d. Termination of service for aggravated cases, being unsatisfactory performance after the receipt of three written censures;
- e. Termination of service for serious misconduct

11.1.2 A Member of Staff who wishes to appeal a disciplinary action may submit their case in writing to the Secretary-General. This appeal shall be made within a period of 30 days of receipt of the decision or of the action contested by the Member of Staff. If not satisfied, the Member of Staff may appeal to the Joint Appeals Board, as provided for in Regulation 13.2.

### **11.2 Serious misconduct**

A Member of Staff found guilty of serious misconduct of a criminal nature or activities prejudicial to the interests of the IHO may be summarily dismissed by the Secretary-General. In such a case, no notice of termination of service is required to be given and the Member of Staff shall forfeit all benefits accruing to them under these Regulations other than their retirement benefits.

### **11.3 Unauthorized absence**

11.3.1 Unauthorized absence from duty shall render a Member of Staff liable to disciplinary action.

11.3.2 Unauthorised absence for 15 consecutive days or more shall be considered as abandonment of post and the services and the contract of employment between the Member of Staff and the IHO shall be deemed to have ceased on the first day of absence. In these circumstances the former Member of Staff shall not be entitled to any termination benefits.

## **CHAPTER 12 – JOINT STAFF CONSULTATIVE COMMITTEE**

### **12.1 Constitution**

A Joint Staff Consultative Committee (JSCC) shall be constituted in order to provide for consultation between the staff and the Secretary-General. Its principal object shall be to promote cooperation between the Administration and the staff and to keep under review the welfare and working conditions of the staff.

### **12.2 Scope**

The Committee shall be consulted on general questions relating to staff welfare and administration, including policy on appointments, promotions and terminations and on salaries and related allowances, and shall be entitled to make proposals to the Secretary-General on such questions on behalf of the Members of Staff.

### **12.3 Meeting frequency**

The Committee will meet at least twice per Calendar Year, and may also meet at the request of any staff representative.

### **12.4 Membership**

The Committee shall consist of the following members:

- the Secretary-General (Chair);
- one member representing the Managerial Members of Staff;
- two members representing the non-Managerial Members of Staff.

### **12.5 Election of Members**

These members shall be properly elected at least every two years by the Members of Staff that they represent. In the event of the unavoidable absence of one member, the relevant Members of Staff may appoint a substitute.

### **12.6 Meeting Documentation**

Minutes of the meetings shall be recorded and signed by the Committee members present, then countersigned by the Chair. These will be circulated to all Members of Staff.



## **CHAPTER 13 – APPEALS**

### **13.1 Individual Complaints**

Any Member of Staff who has a specific complaint regarding their conditions of service may request that the Secretary-General hear their complaint. The Secretary-General will respond within a period of 30 days.

### **13.2 Appeals Procedure**

At the written request of the persons concerned, any complaint, which has not been resolved by the Secretary-General, may be submitted to a Joint Appeals Board. This Board, chaired by the Chair of the Council, will consist of the Chair of the Council, the Secretary-General and the Member of Staff that represents the complainant on the Joint Staff Consultative Committee. In the event that the complainant is also a representative in the JSCC, an elected alternate from the same category of staff as the complainant will participate in the Joint Appeals Board. The written request shall be submitted to the Secretary-General within a period of 30 days of receipt of the response from the Secretary-General.

### **13.3 Final Appeals Procedure**

13.3.1 The IHO recognizes the jurisdiction of the International Labour Organization and its Administrative Tribunal in resolving disputes based on decisions taken unilaterally by the administration (in this case, the IHO) and which have legal consequences for the employee concerned.

13.3.2 After all internal procedures have been exhausted, Members of Staff, serving or former, may appeal to the Administrative Tribunal of the International Labour Organization (ILO Tribunal).

13.3.3 In accordance with the rules of the ILO Tribunal, appeals to the ILO Tribunal must be submitted within 90 days of receipt of the response from the Joint Appeals Board.

13.3.4 Expenses occasioned by the sessions or hearings of the ILO Tribunal shall be borne in accordance with the Statutes and the decisions of the ILO Tribunal.



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**ANNEX A - TABLE OF OVERTIME AND COMPENSATORY LEAVE TIME RATES**

<b>Overtime</b>		<b>Pay</b>	<b>Compensatory Time</b>
a.	From one to eight hours worked over and above the agreed working week (Monday to Saturday inclusive)	Basic salary per hour increased by 25%	Equivalent number of hours worked increased by 25%
b.	Above eight hours worked over and above the agreed working week (Monday to Saturday inclusive)	Basic salary per hour increased by 50%	Equivalent number of hours worked increased by 50%
c.	Any overtime on Sundays or approved, official, public holidays	Basic salary per hour increased by 100%	Twice the number of hours worked

Note:      Basic salary per hour =  $\frac{\text{Monthly basic salary} * 0.9 * 12}{1950}$

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**ANNEX B - LANGUAGE ALLOWANCE**

<b>Proficiency Level</b>	<b>Monthly Allowance in Euros</b>
1	97 Euros
2	77 Euros

## ANNEX C - EXAMPLE OF CALCULATION OF RENTAL SUBSIDY

Figures shown in this example are for illustrative purposes only.

**Inputs used in this example**

- Internationally Recruited Member of Staff, Spouse and two Dependent Children	6500 €
- Monthly salary	25€ / m <sup>2</sup>
- Reasonable Rent Level ( <i>obtained from local reference (see Reg.4.2.3.2.e.2)</i> )	2000 €
- Reasonable rent level (apartment with 3 rooms - max 80m <sup>2</sup> (See Reg.4.2.3.2.e.1)) - (= 80 x 25€)	21%
- Percentage threshold for duty station (Monaco) ( <i>as published by ICSC</i> )	80%
- Maximum reimbursement level (See Reg.4.2.3.2.b)	2500 €
- Monthly rent paid by Member of Staff	
<b>1. Determination of whether subsidy is payable</b>	1365 €
a. Determine threshold rent : (= salary x percentage threshold for Monaco) – (= 6500 x 21%)	<i>no subsidy available</i>
b. Compare monthly "reasonable rent" with threshold rent:	
- If monthly reasonable rent level is lower than threshold rent -	+ 635 €
- If monthly reasonable rent level is higher than threshold rent; use difference to calculate subsidy : (= 2000 -1365)	
<b>2. Calculation of subsidy:</b>	1000 €
a. Calculate maximum rental subsidy payable (= 40% of monthly rent (See Reg.4.2.3.2.b)) - (=2500 x 40%)	508 €
b. Calculate possible reimbursement: (= possible rental subsidy x 80%) (= 635€ x 80%)	
c. Compare with the maximum subsidy payable: (508 € vs. 1000 €) - calculated reimbursement is less than maximum subsidy payable, <u>therefore</u> :	508 € per month
d. Rental subsidy will be paid as follows:	305€ per month
First 4 years	203 € per month
Year 5 (508x 60%)	101 € per month
Year 6 (508 x 40%)	
Year 7 (508 x 20%)	

## ANNEX D - SALARY PROGRESSION TABLES

**TABLE 1 - Salary Progression Table  
Internationally Recruited Members of Staff**

(applicable to Internationally Recruited Members of Staff whose contract or appointment commenced after 1st January 2017)

Step	Duration	Index		Value of basic monthly salary (in €) as at 1 September 2022** (see Regulation 4.1.2 for definition of basic salary)
SG/3	3	1831	Top of SG salary band	16 487
SG/2	3	1778		16 010
SG/1	3	1726	Sec-Gen (UN D-2) entry level	15 542
D/3	3	1686	Top of Director salary band	15 182
D/2	3	1637		14 741
D/1	3	1589	Director (UN D-1) entry level	14 308

AD/6	3	1284	Top of AD salary band	11 562
AD/5	3	1256		11 310
AD/4	3	1219		10 977
AD/3	3	1184		10 661
AD/2	2	1149		10 346
AD/1	2	1116	Asst Dir (UN P-4) entry level	10 049

\* Number of years spent at each step

\*\* The values shown in this column will be revised at each announcement of a change in the value of "c" by the Government of Monaco

**TABLE 2 - Salary Progression Table  
Locally Recruited Translators**

Step	Duration*	Index		Value of basic monthly salary (in €) as at 1 September 2022**  (see Regulation 4.1.2 for definition of basic salary)
T2/6	3	890	Top of the Head Translator salary band 2	8 014
T2/5	3	864		7 780
T2/4	3	839		7 550
T2/3	3	815		7 339
T2/2	3	791		7 123
T2/1	3	768	The Head Translator salary band 2 entry level (UN P-2)	6 915
T1/6	3	705	Top of Translator salary band 1	6 348
T1/5	3	684		6 159
T1/4	3	664		5 979
T1/3	3	645		5 808
T1/2	3	626		5 637
T1/1	3	608	Translator entry level (UN P-1)	5 475

\* Number of years spent at each step

\*\* The values shown in this column will be revised at each announcement of a change in the value of "c" by the Government of Monaco

**TABLE 3A - Salary Progression Table  
Locally Recruited Members of Staff except Translators**

(applicable to Locally Recruited Members of Staff (except Translators) who commenced employment before 1<sup>st</sup> January 2017)

Step	Duration*	Index	Value of basic monthly salary (in €) as at 1 September 2022** (see Regulation 4.1.2 for definition of basic salary)
27		648	5 835
26	2	635	5 718
25	2	622	5 601
24	2	609	5 484
23	2	596	5 367
22	2	583	5 250
21	2	570	5 133
20	2	557	5 016
19	2	544	4 898
18	2	531	4 781
17	2	518	4 664
16	2	505	4 547
15	2	492	4 430
14	3	479	4 313
13	3	463	4 169
12	3	447	4 025
11	3	434	3 908
10	3	421	3 791
9	3	408	3 674
8	3	395	3 557
7	3	382	3 440
6	3	369	3 323
5	3	356	3 206
4	3	343	3 088
3	3	330	2 971
2	3	317	2 854
1	3	304	2 737

\* Number of years spent at each step

\*\* The values shown in this column will be revised at each announcement of a change in the value of "c" by the Government of Monaco



**TABLE 3B - Salary Progression Table**  
**Locally Recruited Members of Staff (except Translators)**

(applicable to Locally Recruited Members of Staff except Translators who commenced employment after 1<sup>st</sup> January 2017)

Step	Duration*	Index		Value of basic monthly salary (in €) as at 1 September 2022** (see Regulation 4.1.2 for definition of basic salary)	
M4/6	3	1 294	Top of salary band M4	11 652	
M4/5	3	1 256		11 310	
M4/4	3	1 219		10 977	
M4/3	3	1 184		10 661	
M4/2	3	1 149		10 346	
M4/1	3	1 116	Entry level (UN P-4)	10 049	
M3/6	3	1 073	Top of salary band M3	9 662	
M3/5	3	1 042		9 383	
M3/4	3	1 012		9 113	
M3/3	3	982		8 842	
M3/2	3	954		8 590	
M3/1	3	926	Entry level (UN P-3)	8 338	
M2/6	3	890	Top of salary band M2	8 014	
M2/5	3	864		7 780	
M2/4	3	839		7 555	
M2/3	3	815		7 339	
M2/2	3	791		7 123	
M2/1	3	768	Entry level (UN P-2)	6 915	
7/6		3	760	Top level 7	6 843
7/5		3	735		6 618
7/4		3	710		6 393
7/3	6/6	3	685	Top level 6	6 168
7/2	6/5	3	660		5 943
7/1	6/4	3	635	Entry level 7	5 718
5/6	6/3	3	610	Top level 5	5 493
5/5	6/2	3	590		5 313
5/4	6/1	3	570	Entry level 6	5 133
5/3	4/6	3	550	Top level 4	4 952
5/2	4/5	3	532		4 790
5/1	4/4	3	514	Entry level 5	4 628
3/6	4/3	3	496	Top level 3	4 466

3/5	4/2	3	478		4 304
3/4	4/1	3	460	Entry level 4	4 142
3/3	2/6	3	442	Top level 2	3 980
3/2	2/5	3	424		3 818
3/1	2/4	3	406	Entry level 3	3 656
1/6	2/3	3	388	Top level 1	3 494
1/5	2/2	3	373		3 359
1/4	2/1	3	358	Entry level 2	3 224
1/3		3	343		3 088
1/2		3	328		2 953
1/1		3	313	Entry level 1	2 818

\* Number of years spent at each step

\*\* *The values shown in this column will be revised at each announcement of a change in the value of "c" by the Government of Monaco*

**ANNEX E - RETIREMENT CONDITIONS OF MEMBERS OF STAFF  
CONTRIBUTING TO THE IHB INTERNAL RETIREMENT FUND**

**Notes for this edition of the Staff Regulations:**

- 1. This Annex was previously included in Edition 7 (June 2004) of the Staff Regulations. It will continue to apply only to existing pensioners under the IRF scheme and those remaining Members of Staff that are subscribed to the IRF.**
- 2. No attempt has been made to adjust the nomenclature to reflect the new administrative structure of the IHO Secretariat, nor to make the text gender-neutral nor to use the amended titles and terms being used elsewhere in these Staff Regulations.**
- 3. Where any necessary clarifying notes or revised cross-references are required that relate to this edition of the Staff Regulations they are shown in square brackets [ ] in this Annex.**
- 4. Any reference to the basic texts of the IHO refers to the versions in force on the last date of revision of Edition 7 of the Staff Regulations (2009).**

## Preamble

The definitions and rules below relate to the traditional IHB Staff Retirement Fund, a "group" scheme based upon the UN Joint Staff Pension Fund Regulations and the measures approved by CL22/68. Directors taking up duty with the IHB and Staff Members entering service on or after 1.09.1987 are ineligible to join this Fund. Instead they will be covered by private, personalized, retirement plans. When making the latter decision, the XIII<sup>th</sup> I.H. Conference agreed to support the IHB Fund with transfers from capital to compensate the diminution of contributions to the Fund. Staff Member's contributions were also increased by 50% from 01.01.1988.

## A.1 Definitions

The following definitions are established:

- (a) "Lump sum benefit" means the capital amount paid to a Staff Member on cessation of service at the Bureau, or to his "survivors", or, in the case of a married woman, to her widower, in the event of the employee's death.
- (b) "Pension" means the periodical remuneration paid by the Bureau to a retired Staff Member or to his "survivors".
- (c) "Benefit", used generally, refers to either a lump sum settlement or a pension.
- (d) "Actuarial equivalent of a pension" means the capital which, theoretically, according to official statistics, would be necessary to pay a pension to the beneficiary for the rest of his life, or to his "survivors" as provided in these Regulations. This amount is calculated on the basis of the "Table of coefficients for the calculation of the actuarial equivalent of a pension" as shown as Appendix to this Annex. This Table will be brought up to date each time the United Nations adopt new coefficients.
- (e) "Retiring Age" was defined in Section IX.2 of the 7<sup>th</sup> and earlier editions of the Staff Regulations.

Retirement Age has been redefined in this 8<sup>th</sup> edition of the Staff Regulations. The relevant Regulations (previously in Section IX.2 of the 7<sup>th</sup> edition) concerning "Retirement Age" that continue to apply to the IRF are as follows:

### **IX.2 Retirement Age and Term**

*"Retiring Age" means the age of 65 years apart from the exceptions given in IX.3. The minimum qualifying service for a pension from the IHB Retirement Fund is fixed at ten years.*

### **IX.3 Retirement Age - exceptions**

*Four exceptions shall be allowed:*

- (i) *The retiring age does not apply to the Directors, who are governed by the provisions of Article 27(c) of the General Regulations.*
- (ii) *At the request of a Staff Member the Directing Committee may authorize the lowering of retiring age to a lower limit of 62 years of age, or as described in (iii) or (iv) below.*
- (iii) *A Staff Member who, after the age of 60 years, has completed 40 years' service, may retire at his own request.*
- (iv) *If, after the age of 60 years, and having completed 10 years' service, the health of an employee is recognized upon medical examination to be such that he is no longer able to carry out his duties satisfactorily, the employee may retire, either at his own request or by decision of the Directing Committee.*

- (f) "Pensionable salary" will be equivalent to 90% of the basic salary as defined in IV.1.2(a). [ Regulation IV.1.2(a) is now Regulation 4.1.2.a in this edition of the Staff Regulations ]
- (g) "Basic Pension" means the retirement pension to which a Staff Member is entitled on cessation of his service at the Bureau, or, if he dies whilst in service, the pension to which he would have been entitled had he been of retiring age at the date of death.
- (h) "Survivor" means a widow, or a widower, or a child, or a secondary dependent, who survives the Staff Member whether he died in service or when retired, and who is entitled to a benefit under these Regulations.
- (i) "Secondary dependent" means a mother or a father or a brother or a sister who is recognized as a dependent by the Directing Committee.
- (j) "Designated recipient" means a person or persons, physical or corporate, designated by the Staff Member as the person or persons eligible to receive the benefits payable under these rules to a designated recipient. Where more than one person is so designated, the Staff Member shall determine the proportion of the benefits to be paid to each such person.
- (k) "Variations in cost of living" over a certain period mean the variations officially observed by the Bureau in calculating Staff Members' basic salaries. The Bureau applies the same adjustments as those made for civil servants of the Government of Monaco.
- (l) The term "Staff Member" used in this Annex refers to members of staff who commenced employment prior to 1 September 1987.

**A.2 Staff Retirement Fund [This is now called the Internal Retirement Fund (IRF)]**

- (a) The Staff Retirement Fund will be maintained by the Bureau and administered by the Directing Committee assisted by the Staff Committee.
- (b) The Staff Retirement Fund will be identified separately from all other funds. Interest earned by the Staff Retirement Fund will be credited to the Fund.
- (c) Each Staff Member's account in the Retirement Fund shall be kept in Euros; Euros shall constitute the basis for contributions and the calculation of benefits due payable in Euros.
- (d) The Staff Retirement Fund will be regularly augmented by contributions as follows:
  - (i) An amount equal to 7.5% of each Staff Member's pensionable salary will be deducted and paid into the Fund monthly.
  - (ii) The Bureau will pay into the Staff Retirement Fund monthly an amount equal to 15% of the pensionable salaries of all Staff administered under the group scheme.
- (e) The amounts paid into the Staff Retirement Fund will be exclusively set apart for the payment of pensions and lump sum benefits as well as for a guarantee thereof. They cannot, therefore, be employed, even temporarily, for any other purpose, nor be subject to seizure by any creditor, nor deposited with any person as security.
- (f) Each permanent Staff Member contributing to the Staff Retirement Fund shall be entitled to retirement benefits as defined in these Regulations.
- (g) Upon the death of a Staff Member who does not leave a survivor or a widower entitled to benefits, his entitlement from the Retirement Fund shall be paid to his designated recipient. If the designated recipient does not survive the Staff Member, or if the latter has not made, or has revoked, a designation, such sum shall be paid to the Staff Member's estate.
- (h) A Staff Member who leaves the service of the Bureau and subsequently returns will be treated as a new employee under the provisions given in Chapter X. [Chapter X is now Chapter 10 in this edition of the Staff Regulations]
- (i) Each Staff Member may be provided, at his request, with a statement of the benefits due to him from the Retirement Fund as of any specific date.

### A.3 Retirement Benefits - Staff Members whose service ceases at retiring age after completing at least 10 years' service

(a) Subject to the modification in (b) below, a Staff Member who leaves the service at retiring age having completed 10 years' service or more may choose to receive benefits in accordance with one of the two schemes described hereunder:

- (i) A basic pension, the annual amount of which shall be calculated on the basis of the formula:

$$\text{Annual pension} = \frac{S \times A}{55}$$

where:

S = sum of number of index points i as mentioned in IV.1.2 (a) received over last 12 months' service, multiplied by the last factor c applied for the last monthly salary, multiplied by 0.9.

[Regulation IV.1.2 (a) is now Regulation 4.1.2.a in this edition of the Staff Regulations]

A = years of service (35 years maximum)

- (ii) The possibility to opt (fully or partially), to commute this pension into a capital or lump sum gratuity (actuarial equivalent) by multiplying the pension (or portion thereof) calculated according to sub-para (i) above or (b) below by a coefficient as defined in the "Table of coefficients for the calculation of the actuarial equivalent of a pension" (see para A.1(d) and Appendix to this Annex).

- \* (b) For Staff Members in Category B who received an 18.5% increase in basic salary from 1.01.1988 for working the increased standard hours of 37.5 hours per week, the formula in (a)(i) is modified as follows :

$$\text{Annual pension} = \frac{(S1 \times A1) + (S2 \times A2)}{55}$$

where:

S1 = the same as S in (a) (i)

A1 = years of service since 1.01.1988

(in years and months) multiplied by 3.5 (see Note 3) but not to exceed the total number of years worked.

S2 = S1 divided by (k) factor (see note 1)

A2 = total number of years worked - A1

A1 + A2 = a maximum of 35 years

#### Notes:

- (1) The factor (k) is required to avoid "windfall benefits" arising from increase in basic salaries. In the case of salaries to B & C Category staff from 1.01.1988, this factor k will value 1.185.
- (2) For Staff Members who reach retiring age within 10 years of transferring to the new conditions, the duration of A1 should be multiplied by a coefficient c = 3.5. This value represents the maximum number of years' service in A.3a (35 years) divided by the minimum length of service (10 years) required to qualify for a pension under A.3.

(c) Payment of the retirement benefit to which a Staff Member is entitled shall be effected as from the end of the month in which the Staff Member reaches retiring age (See: A.1 (e)).

*\* This clause is herewith reported for information only, as it is no longer effective since 31 December 1997.*



**A.4 Retirement Benefits - Staff Members whose service ceases before retiring age**

A Staff Member who leaves the service at, or before, retiring age, having completed less than 10 years' service, shall be entitled to receive a lump sum gratuity equivalent to one tenth of all basic salary received during the period of service.

A Staff Member who leaves the service before retiring age, having completed 10 years' service or more, shall be entitled to receive a lump sum gratuity equivalent to one tenth of the average of his basic monthly salary over the last 12 months' service multiplied by the number of months' service in all. (However, if in the course of the last 12 months an adjustment of all salaries has occurred in relation to cost of living, the lump sum gratuity shall be calculated on the assumption that the adjustment applied to the whole 12 months).

### **A.5 Disability Benefits**

Any Staff Member who, before reaching the conditions to receive retirement benefits (see IX.2 and IX.3), has become incapacitated for further service owing to serious physical or mental impairment of a permanent or long-term character, and who does not wish to draw the lump-sum benefit referred to in A.4 above, shall be entitled, whichever the retirement scheme to which he contributes, so long as the disability continues, to a disability benefit equal to  $\frac{1}{55}$  of his final average salary over the past 12 months multiplied by the number of years' service, not exceeding 35, which in no case shall be less than  $\frac{1}{3}$  of his final salary. This disability benefit becomes payable only when the Staff Member has exhausted all sick leave on full or half pay as laid down in these Regulations.

[Regulations IX.2 and IX.3 have been superseded for all Members of Staff other than those subject to this Annex. Former Regulations IX.2 and IX.3 are reproduced as part of Regulation A.1 (e) in this Annex]

A Staff Member shall not be entitled to draw from the Bureau a retirement pension and a disability pension simultaneously, but he shall be entitled to choose the most advantageous one.

## **A.6 Benefits for widow or widower and children or secondary dependent of a Staff Member who dies while in service**

- (a) In the event of the death of a Staff Member, his widow, or, in the case of a married woman, her widower, shall be entitled to receive one of the lump sum gratuities referred to in A.4, depending on whether or not the deceased had completed 10 years' service. If the Staff Member had no spouse but had dependent children, such children shall be entitled to receive the lump sum settlement, provided, however, that they had previously been designated as legal heirs by the Staff Member. In the case of an unmarried Staff Member, the lump sum accruing shall be payable to the secondary dependent or designated recipient.
- (b) If the deceased was married, and provided that, at the time of his death, he had completed a minimum of 10 years' service, his widow may choose to receive a pension, for herself and any dependent children of the marriage, instead of the lump sum settlement. If the Staff Member was a widower with children eligible for benefit under the conditions in subpara. (d) hereunder, such children (or their legal guardians on their behalf) may choose to receive a pension instead of a lump sum settlement, provided the deceased had completed a minimum 10 years' service.
- (c) If the widow has at least one dependent child of the marriage she shall be entitled to receive a pension as from the date of her husband's death. Otherwise she shall be entitled to receive a pension as from the age of 50 years.
- (d) Any child of a deceased Staff Member shall be entitled to receive a pension as from the date of his parent's death until he attains the age of eighteen. However, if the child is completing an apprenticeship or attending an educational establishment full time, this benefit shall be continued until completion of such apprenticeship or studies. The child shall cease to be eligible when he attains the age of twenty-one except in the case of educational benefits which may be 25 years of age or by reason of permanent or long-term physical or mental incapacity, the child is totally disabled and unable to support himself. In this case he shall continue to receive the pension so long as the disability continues.
- (e) The amount of the widow's pension shall be equivalent to half of the basic pension of the Staff Member.
- The amount of each child's pension, if the mother is still alive and is entitled to the pension, shall be equivalent to one quarter of the basic pension.
- If the mother is deceased one of the children shall be entitled to a pension equivalent to one half of the basic pension.
- However, the total pensions of widow and children shall not exceed the basic pension.
- (f) The widow's entitlement to a pension shall cease in the event of her remarriage.
- If the widow ceases to be entitled to a pension the entitlement of each child to a quarter of the basic pension shall be continued.
- (g) Ruling in particular cases not provided for in these Regulations shall be made by the Directing Committee after due consideration and, if necessary, consultation with qualified experts.
- Any contentious matters shall be dealt with according to the procedure under A.12.
- (h) In the case of a widow or widower of a Staff Member being proved by medical examination to be totally and permanently unable, for physical or mental reasons, to support herself or himself and any children, the pension benefits stipulated above for a widow shall apply.

- (i) The above provisions shall apply to the surviving partner in the case of divorce or legal separation if the deceased has been ordered to pay a subsistence allowance.

**A.7 Benefits for widow or widower and children in the event of the death of a Staff Member recipient of a retirement pension**

If a retired Staff Member who is a recipient of a pension dies, his widow/her widower, if she/he was his wife/her husband at the time of cessation of his/her service with the Bureau, shall be entitled to receive a pension. Articles A.6(c), (e), (f), and (i) shall be applicable - in all cases, "widow" referring equally to "widower". If there are dependent children, A.6(d), (e), (f) and (g) shall be applicable.

**A.8 Benefits for secondary dependents or designated recipients**

Upon the death of a Staff Member who does not leave a widow or a widower or a child entitled to benefit, but who leaves a secondary dependent or a designated recipient, that person shall be entitled to receive either the lump sum payment as under A.4 or in certain circumstances pension benefits as under A.3, provided he/she has been designated by the Staff Member on IHB Form 21.

The pension benefits shall be paid under the following conditions:

- (i) The secondary dependent shall prove to the satisfaction of the Directing Committee that the deceased Staff Member was contributing materially to his support.
- (ii) In the case of a mother or father the amount of dependent's pension shall be equivalent to a widow's or disabled widower's pension respectively, under A.6.
- (iii) In the case of a brother or sister the amount of dependent's pension shall be equivalent to a child's pension, under A.6.

The benefits under subpara. (ii) above shall be payable under the same conditions as the benefits to a widow and shall cease in the event of remarriage of the dependent parent.

The benefit under subpara. (iii) above shall be payable under the same conditions as a child's benefit under A.6(d) and provided that the brother or sister is unmarried.

Not more than one secondary dependent of a deceased Staff Member shall be eligible for benefit.

**A.9 Choice between Bureau Benefits and those offered under the provisions in force in Monaco**

Recipients of retirement benefits may receive, if they so request, instead of the benefits provided under these Regulations, the benefits provided under the laws of Monaco. Any such request must be made within 30 days following the date at which they become entitled to benefit.

If the person concerned chooses to receive the latter benefits, under no circumstances shall he be entitled to claim simultaneously application of certain provisions from both sets of regulations as he considers most favourable to his own interests. It is specified, notably, that the actuarial equivalent of a pension shall always be calculated as provided for under these Regulations.

**A.10 Choice between capital, part capital or pension**

A Staff Member who leaves the Bureau's service, or a survivor eligible for a benefit, entitled to choose between a capital or part capital amount (lump sum gratuity or actuarial equivalent) and a pension, shall be required to sign a statement indicating his choice. Any such statement shall be signed within 30 days following the date at which he becomes entitled to benefit.

If the capital (or part capital) is preferred, such statement shall declare that the Staff Member and his survivors thereby relinquish all rights to that part of the pension paid in the form of capital (or part capital).

If the relevant pensions are preferred, for himself and his survivors, such statement shall declare that he thereby relinquishes all rights to the capital, except in the event of dissolution of the Bureau, when the pension shall be converted into an actuarial equivalent.

If part pension and part capital is chosen, such statement shall declare:

- the amount of capital paid,
- the number of index points  $i$ , which will correspond to the part pension at retirement age, and the value of the factor  $c$  applied for the first pension payment.



**A.11 Adjustment of pensions**

Pensions shall be adjusted periodically in relation to the cost of living under the same conditions as such adjustment to the salaries of current Staff Members.

The percentage adjustment shall be the same for all recipients of pensions, wherever they may reside.

**A.12 Payment of benefits**

- (a) Pensions shall normally be paid quarterly, in arrears, upon request by the recipient, they may be paid monthly.
- (b) Any person entitled to a pension who is unable, or disinclined, to apply to the Bureau headquarters in person to receive it, may request that it be sent to him by post or direct bank deposit. The Directing Committee shall establish for each case the mode of payment guaranteed to avoid any irregularity.

Ordinary expenses incurred in remitting pensions shall be borne by the Bureau.

- (c) In the case of a widow or widower of a former Staff Member or a secondary dependent recipient of a pension, he or she shall be required to sign a written promise to notify the Bureau in the event of marriage or remarriage. Furthermore, every year such persons shall submit a declaration that such marriage or remarriage has not taken place.
- (d) Any child's pension or lump sum due shall be paid to the legal guardian on submittal of a signed declaration that the child is still living.

In the case of a child entitled to a pension until the age of 21, every year from the age of 18 onwards he shall be required to submit documents certifying that he is completing an apprenticeship or is still a full time student.

- (e) The pension or the capital (lump sum gratuity or actuarial equivalent of a pension) due shall normally be payable in Euros. However, a person eligible for benefit who resides, or intends to reside, in a country where the legal currency is other than the Euro may request at any time that the pension or the capital be paid in that country in dollars or sterling or Swiss francs, provided, however, that funds in these currencies are available in the Bureau's accounts.
- (f) Any receipt of benefits under false pretences, or attempt to receive the same by a false declaration, shall result in legal proceedings against the person responsible in accordance with the law in his country of residence, and any amounts irregularly received shall be reclaimed.

**A.13 Contentious Matters**

Should a divergence of opinion arise between a Staff Member and the Directing Committee concerning the interpretation of any of the Rules set out in this Annex, the matter may be referred by either party to the Finance Committee for a decision.

#### **A.14 Application of the Retirement Rules**

The above Rules set out in this Annex came into force with effect from 1 January 1988 and supersede all previous rules or regulations.

## APPENDIX TO ANNEX E

**Table of Coefficients for the calculation of the Actuarial equivalent of a pension**

[Article A.3 (a) (ii)]

<b>Age</b>	<b>Men</b>	<b>Women</b>	<b>Age</b>	<b>Men</b>	<b>Women</b>
60	13.79	14.72	73	8.24	9.22
61	13.37	14.32	74	7.84	8.79
62	12.95	13.91	75	7.44	7.95
63	12.52	13.50	76	7.05	7.54
64	12.08	13.08	77	6.67	7.36
65	11.64	12.67	78	6.30	7.14
66	11.21	12.25	79	5.94	6.75
67	10.78	11.82	80	5.59	6.37
68	10.35	11.39	81	5.25	5.98
69	9.92	10.94	82	4.92	5.64
70	9.49	10.51	83	4.61	5.30
71	9.07	10.08	84	4.30	4.97
72	8.65	9.65	85	4.01	4.63