



**Organization for Security and Co-operation in Europe**

**STAFF REGULATIONS**

**AND**

**STAFF RULES**

DOC.SEC/3/03  
September 2003  
Updated: 17 July 2014

Original: ENGLISH

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# STAFF REGULATIONS AND STAFF RULES FOR THE ORGANIZATION FOR SECURITY AND CO-OPERATION IN EUROPE

## Article I GENERAL

### Regulation 1.01 Terminology

For the purpose of these Regulations the following definitions shall apply:

#### *Appointment*

Employment with the Secretariat, an institution or a mission through a contract of employment hereinafter referred to as “letter of appointment”.

#### *Assignment*

Employment with the Secretariat, an institution or a mission by secondment through a contract of employment hereinafter referred to as “terms of assignment”.

#### *Contracted Staff/Mission Member*

Person appointed to the Secretariat, an institution or a mission through a letter of appointment.

#### *Dependents*

The spouse and/or children of OSCE officials.

#### *Deputy Head of Institution*

Person designated as such by the OSCE Chairmanship.

#### *Deputy Head of Mission*

Person designated as such by the OSCE Chairmanship.

#### *Director*

Staff/mission member holding a post at the level D1 or D2.

#### *Duty Station*

Place where the staff member is working or where a mission member is deployed within the mission area.

#### *Fixed-Term Appointment/Assignment*

Appointment or assignment to the Secretariat, an institution or a mission for a definite period of six months or more.

#### *Fixed-Term Staff/Mission Member*

Person holding a fixed term appointment or assignment.

#### *Head of Institution*

The head of any entity designated as an OSCE institution.

***Head of Mission***

Person designated by the OSCE Chairmanship to head missions.

***Host Country***

Country where the Secretariat or an institution is established or where a mission operates according to its mandate as defined by the participating States.

***International Post***

Post in the Professional and higher categories for the purpose of the application of the salary scales.

***International Staff/Mission Member***

Contracted staff/mission member holding an international post or seconded staff/mission member who is not a national or permanent resident of the country of the duty station.

***Institution***

Any entity designated as such by the participating States.

***Local Post***

Post in the General Service and National Professional categories for the purpose of the application of the salary scales.

***Local Staff/Mission Member***

Contracted staff/mission member holding a local post or seconded staff member who is a national or permanent resident of the country of the duty station.

***Mission***

OSCE field operation.

***Mission Area***

Geographic zone in which the Mission operates according to its mandate as defined by the participating States.

***Mission Member***

OSCE official working within a mission, excluding the Heads of Mission.

***OSCE***

The Organization for Security and Co-operation in Europe, its decision-making bodies, the Secretariat, the Office of the High Commissioner on National Minorities, the Office of Democratic Institutions and Human Rights, the Representative on Freedom of the Media, any other entity designated an institution, and the missions.

***OSCE Official***

Any person subject to the Staff Regulations in accordance with Regulation 1.03, including the Secretary General, the heads of institution and the heads of mission and all international or local, contracted or seconded, fixed-term and short-term staff/mission members.

***Representative of the Chairmanship***

Person designated, in accordance with MC(10).DEC/8 of 7 December 2002.

***Seconded Staff/Mission Member***

Person seconded by or through a participating State for an assignment to the Secretariat, an institution or a mission and to whom the OSCE does not pay any salary from its own Unified Budget.

***Secondment***

Process of assignment of an OSCE official to the Secretariat, an institution or a mission to whom the OSCE does not pay any salary from its own Unified Budget.

***Secretary General***

The Chief Administrative Officer of the OSCE and head of the Secretariat.

***Short-Term Appointment/Assignment***

Appointment or assignment to the Secretariat, an institution or a mission for a period of less than six months.

***Short-Term Staff/Mission Member***

Person who is appointed or assigned to the Secretariat, an institution or a mission for less than six months, excluding those employed on an hourly or daily basis.

***Staff Member***

OSCE official working within the Secretariat or an institution, excluding the Secretary General and the heads of institution.

**Regulation 1.02  
Scope and Purpose**

These Regulations embody the fundamental conditions of service, duties, obligations and rights of OSCE officials. They set out the broad principles of personnel policy for the recruitment and administration of OSCE officials.

**Regulation 1.03  
Applicability**

These Regulations shall apply to:

- (a) The Secretary General, the heads of institution and the heads of mission as specified herein and in their letters of appointment or terms of assignment.
- (b) Staff members and mission members, excluding those employed on an hourly or daily basis.

#### **Regulation 1.04**

##### **Authority**

- (a) In implementing these Regulations, the Secretary General, as the Chief Administrative Officer, shall develop and issue the corresponding Staff Rules, in conformity with these Regulations and the policies enshrined therein, and shall ensure their proper implementation.
- (b) The Staff Rules shall be communicated to the Permanent Council, prior to their promulgation and entry into force, in order to provide participating States with the opportunity and sufficient time to make their views known.

#### **Regulation 1.05**

##### **Accountability**

- (a) The Secretary General shall be responsible and accountable to the Permanent Council for the proper application of the Staff Regulations and Staff Rules. In this regard, heads of institution and heads of mission shall exercise their responsibility to the Permanent Council in respect of their institution/mission, through the Secretary General.
- (b) The Secretary General shall monitor compliance with these Regulations and Rules within the OSCE and ensure that any such corrective action as may be required is taken.

#### **Regulation 1.06**

##### **Delegation of Authority**

The Secretary General, the heads of institution and the heads of mission may delegate their authority under these Regulations to their authorized representatives. Such delegation of authority shall not relieve them from their responsibility and accountability.

#### **Regulation 1.07**

##### **Reallocation of post table positions**

Fund managers have the authority to reallocate, on an emergency and temporary basis and within the mandate of a given OSCE Fund up to 10 per cent of post table positions across and within programmes, allowing flexibility to address exceptional situations, particularly with regard to tasks relating to conflict prevention and crisis management, as well as allowing a more efficient management of human resources. The seconding country should be consulted prior to the reallocation. Such reallocations will be mindful of the professional experience, background and training of the staff to be reallocated, and can only take place for a maximum of six months, after which they must be approved by the Permanent Council as part of the regular budget process or mid-year budget review and be in line with the relevant financial regulations, in particular regulation 3.02. Such reallocations shall not increase the overall budget level of any given OSCE Fund. Heads of institutions and missions shall carry out the reallocations in consultation with the Secretary General;

## **Article II DUTIES, OBLIGATIONS AND PRIVILEGES**

### **Regulation 2.01 Conduct of OSCE Officials**

- (a) OSCE officials shall conduct themselves at all times in a manner befitting the status of an international civil servant. They shall not engage in any activity which is incompatible with the proper performance of their duties with the OSCE. They shall avoid any action and, in particular, any kind of public pronouncement which may adversely reflect on their status as well as on the integrity, independence and impartiality of their position and function as officials of the OSCE.
- (b) By signing the letter of appointment or terms of assignment, OSCE officials shall agree to discharge their functions and regulate their conduct with the interests of the OSCE only in mind and neither to seek nor accept instructions from any Government or from any authority external to the OSCE. In the performance of their duties, staff/mission members shall be subject to the authority of and be responsible to the Secretary General and their respective head of institution or head of mission. OSCE officials shall undertake to abide by the OSCE Code of Conduct set out in Appendix 1 of these Regulations and Rules, of which the Code of Conduct is an integral part.
- (c) OSCE officials shall at no time use their official position to private advantage.

#### **Rule 2.01.1 — Honours, Gifts or Remuneration**

- (a) Without prejudice to clause 7 of the Code of Conduct, if refusal of an unanticipated honour, decoration, favour or gift from a Government would cause embarrassment to the OSCE, the staff/mission member concerned may receive it on behalf of the OSCE and then report and entrust it to the Secretary General or to the respective head of institution/mission, who will either retain it for the OSCE or arrange for its disposal for the benefit of the OSCE or for a charitable purpose.
- (b) Staff/mission members shall not receive any remuneration from any source external to the OSCE without prior permission from the Secretary General or their respective head of institution/mission. This provision does not apply to remuneration paid to seconded OSCE officials by their respective seconding country nor to reimbursement of travel and subsistence expenses paid by third parties, including the seconding country, for activities authorized by the OSCE.
- (c) Staff/mission members shall not accept any gratuity or favour from any commercial firm or individual doing or seeking business with the OSCE.
- (d) Should the Secretary General or heads of institution/mission receive honours, gifts, decorations, favours or other emoluments from a Government or source external to the OSCE, they shall report to the Chairmanship.

## **Regulation 2.02 Disclosure of Information**

OSCE officials shall observe maximum discretion with regard to all matters relating to the activities of the OSCE. They shall at no time use, disseminate and/or publish information known to them by reason of their official position, except in connection with the discharge of their functions. They shall maintain due discretion regarding the matters related to the activities of the OSCE upon separation from the Organization.

## **Regulation 2.03 Privileges and Immunities**

- (a) The Secretary General, the heads of institution and heads of mission, as well as staff members and international mission members shall enjoy the privileges and immunities to which they may be entitled by national legislation or by virtue of bilateral agreements concluded by the OSCE relating to this matter. Local staff/mission members shall enjoy privileges and immunities only to the extent granted to them by the respective host State under national legislation and relevant bilateral agreements which may be concluded between a State and the OSCE.
- (b) Privileges and immunities granted to OSCE officials are conferred in the interests of the OSCE and not for personal benefit.
- (c) Such privileges and immunities shall not exempt OSCE officials from respecting the laws and regulations of the host country.
- (d) The Secretary General shall decide, in consultation with the Chairmanship, whether immunity of a staff/mission member should be waived. Immunity of the Secretary General, the heads of institution and the heads of mission may be waived by the Chairmanship, who shall inform the Permanent Council of his intention to do so.

### **Rule 2.03.1 — Privileges and Immunities**

- (a) In cases where an issue arises regarding the application of privileges and immunities, the staff/mission member shall immediately report the matter to the Secretary General through the respective head of institution/mission.
- (b) The Secretary General, the heads of institution and the heads of mission shall report to the Chairmanship in the event that an issue arises regarding their privileges and immunities.

### **Rule 2.03.2 — Obligation to Supply Information**

- (a) Staff/mission members shall, on appointment or assignment, supply the OSCE with any requested information relevant to their appointment or assignment, including information relating to matters prior to their appointment or assignment which is relevant to their employment with the OSCE.

- (b) Staff/mission members shall notify without delay the Secretary General, through the respective head of institution or head of mission, in writing of any event affecting their status under the Staff Regulations and Staff Rules. In particular, they shall give notification starting with the initiation of formal process on:
  - (i) Any change in their nationality or permanent residency in country of the duty station;
  - (ii) Any change in their family or dependency status, in the event that such a change affects their entitlements;
  - (iii) Any arrest, indictment or court summons as a defendant in criminal proceedings or conviction, fine or imprisonment for the violation of any law. Fines for minor traffic or administrative violations are excluded.
- (c) Staff/mission members may at any time be required by the Secretary General and/or by the respective head of mission/institution to supply information relevant to their functions or their conduct.
- (d) The above mentioned provisions also apply to the heads of institution/mission and to the Secretary General, who shall supply the information to the Chairmanship.

#### **Regulation 2.04 Intellectual Property**

All rights, including title, copyright and patent rights, in any work performed by OSCE officials in fulfilment of their official duties shall be vested in the OSCE with a view to ensuring the widest possible distribution of information.

#### **Regulation 2.05 Reimbursement for Financial Losses**

Within the limits and conditions specified in the Staff Rules, OSCE officials may be required to reimburse the OSCE, either in full or in part, for any financial loss incurred by the OSCE as a result of their wilful action or inaction, their negligence or their failure to observe any regulation, rule or administrative issuance.

##### **Rule 2.05.1 — Use of OSCE Property and Assets**

- (a) OSCE officials shall use OSCE property and assets for authorized purposes only and shall exercise reasonable care when utilizing such property and assets.
- (b) OSCE officials must fully respond to requests for information from OSCE officials entrusted with investigating possible misuse of funds, waste or abuse.

- (c) OSCE officials found liable for any financial loss incurred by the OSCE shall compensate:
  - (i) For loss or damage occurred while performing official duties:
    - Up to 50 per cent of the financial loss incurred by the OSCE if the loss results from negligence;
    - From 50 to 100 per cent of the financial loss incurred by the OSCE if the loss results from gross negligence;
  - (ii) For loss or damage occurred while using OSCE property for private purposes, even if authorized or for wilful loss or damage:
    - 100 per cent of the financial loss incurred by the OSCE.
- (d) Notwithstanding (c) above, except in exceptional circumstances determined by the Secretary General, upon the recommendation of the respective head of institution/mission, the compensation shall not exceed:
  - (i) Three months of net base salary, including post adjustment when applicable, for contracted OSCE officials;
  - (ii) Three months of Board and Lodging Allowance for seconded mission members, including heads of mission;
  - (iii) Three months of the remuneration paid by or on behalf of the seconding countries to seconded staff members.
- (e) The seconding countries shall be informed by the OSCE of the compensation requested from their seconded nationals.
- (f) The Secretary General shall establish in a Staff Instruction the procedure by which the OSCE may request OSCE officials to compensate the financial loss incurred by the OSCE in compliance with due process. In addition to the obligation to compensate the financial loss incurred by the OSCE, OSCE officials may subject to a disciplinary measure taken in accordance with the disciplinary procedure described in Regulation 9.03 and the corresponding Rules.

## **Regulation 2.06 Compensation for Loss or Damage to Personal Effects**

Within the limits and conditions specified in the Staff Rules, OSCE officials may be entitled to compensation in the event of loss or damage to their personal effects directly attributable to the performance of official duties on behalf of the OSCE.



**Rule 2.06.1 — Compensation for Loss or Damage to Personal Effects**

- (a) Compensation for loss of or damage to personal effects shall only be granted when such loss or damage is directly attributable to the performance of official duties and when it occurs:
  - (i) To OSCE officials on official travel; or
  - (ii) To international mission members in the mission area, including heads of mission.
- (b) Compensation for lost items shall be determined having regard to the time and place of purchase of the articles, original cost, depreciation and any other relevant factors, including contributory negligence as well as recovered amounts by the claimant under insurance arrangements or from a third party liable.
- (c) The Secretary General shall specify the maximum compensation per item in a Staff Instruction, it being understood that the amount of compensation for any one incident shall not exceed EUR 6,500. However, when the loss of, or damage to, personal effects occurs in an emergency situation resulting from war, civil commotion or natural disaster, the maximum limit for compensation shall be EUR 12,000.
- (d) Claims for compensation shall not be considered if they are made later than one month since the discovery of the loss or damage.
- (e) In addition, compensation for loss, of or damage to, personal effects of international mission members, including heads of mission, shall only be considered if the mission member submitted an inventory of his/her personal effects within two weeks arrival in the mission area. International mission members, including heads of mission, shall be responsible for updating their inventory. Only items listed in the inventory shall be subject to consideration for compensation.
- (f) The Secretary General shall determine in a Staff Instruction the terms and conditions governing compensation for loss of or damage to personal effects as well as the procedures for the submission and examination of claims in connection with such loss or damage.

**Regulation 2.07  
Functional Protection**

OSCE officials shall be entitled to the protection of the OSCE in the performance of their duties within the limits specified in the Staff Rules.

**Rule 2.07.1 — Procedure Applicable in case of Arrest or Detention of an OSCE Official**

- (a) As soon as the arrest of an OSCE official is reported, the OSCE official concerned shall be put on special leave with full pay (salaries and/or other emoluments), effective the day of arrest. All benefits and entitlements flowing from the letter of appointment or the terms of assignment shall be preserved.
- (b) If the Secretary General, or the Chairmanship in the case of the Secretary General, heads of institution/mission, determines that the arrest and detention are connected with the official functions or employment of the OSCE official concerned, the latter shall remain on special leave with full pay (salaries and/or other emoluments) until the matter is resolved. Extensions of the appointment or assignment shall be granted, with the consent of the seconding country, if applicable.
- (c) The Secretary General shall issue a Staff Instruction regulating the administrative situation of an OSCE official about whom the Secretary General, or the Chairmanship in the case of the Secretary General or the heads of institution/mission, has determined that the acts for which he/she was arrested and detained were not connected with his/her official capacity or functions with the OSCE.
- (d) In cases where the act for which the OSCE official was arrested constitute a violation of the standards of conduct expected from OSCE officials and warrant dismissal, the OSCE shall be entitled to recover part or full payment of salaries and/or emoluments paid to the OSCE official concerned during his/her detention.

**Rule 2.07.2 — Subrogation to the OSCE of Rights to Claim against Third Parties**

In so far as the OSCE compensates OSCE officials for damages suffered in the performance of their duties or by virtue of their position, they shall subrogate the OSCE in respect of their rights to claim against parties responsible for the damage or against any third party assuming responsibility for repairing the damage.

**Regulation 2.08  
Hardship/Hazard status of Missions**

The Secretary General shall, in consultation with the heads of institution and the heads of mission, determine the hardship/hazard status of all OSCE duty stations, taking into account United Nations determinations in this regard. Any budgetary implications of such determinations shall be subject to prior approval by the Permanent Council.

**Regulation 2.09**  
**Family Status of the Missions**

International mission members shall be allowed to establish their families in certain duty stations. The Secretary General, in consultation with the respective head of mission, shall determine those duty stations where international mission members shall not establish their families.

**Rule 2.09.1 — Family Status of the Missions**

- (a) International mission members shall not be allowed to establish their families in a duty station which has been declared as not secure to establish families.
- (b) Family members in a duty station where they are allowed to be present, are eligible for emergency evacuation assistance provided by the Organization, as necessary. International mission members shall not receive benefits or entitlements due to the presence of their families at the duty station.
- (c) International mission members who establish their families in, or do not remove them from, a duty station declared as not secure to establish families shall be subject to disciplinary procedures.
- (d) International mission members whose family members are established or are visiting them at their duty stations shall assume full responsibility for their families, except for evacuation in emergency situations.
- (e) In the context of the above provisions (a) to (d) the emergency situation refers to the security situation in the host country, as determined by the OSCE.
- (f) The above-mentioned provisions shall also apply to heads of missions.

### **Article III APPOINTMENTS AND ASSIGNMENTS**

#### **Regulation 3.01 Designation and Recruitment**

- (a) Recruitment shall be based on a transparent process, subject to open competition among nationals of participating States and without regard to gender, race, colour, religion and beliefs nor to ethnic or social origin or to nationality.
- (b) The paramount consideration in the employment of OSCE officials and in the determination of the conditions of service shall be the necessity of securing the highest standards of efficiency, competence, and integrity, taking full account of the principle of recruiting staff from all OSCE participating States on a fair basis and the importance of achieving gender balance within the Organization.
- (c) Under no circumstances shall specific posts come to be identified with any one participating State, region or group of States.
- (d) The Secretary General shall report annually to the Permanent Council on the implementation of these policies for its consideration.

#### **Rule 3.01.1 — Vacancy Notices**

- (a) Notification of vacant posts shall be disseminated to reach a wide audience commensurate with the post and shall specify in a clear and objective manner, the qualifications, skills and experience required for the positions.
- (b) Vacancy notices for heads of mission shall be issued only to the delegations of participating States.
- (c) Vacancy notices for all international contracted and seconded posts shall receive the widest possible circulation including to OSCE delegations, the OSCE web-site, and, as appropriate, other specialized media.
- (d) Vacancy notices shall specify the closing date for applications which shall be commensurate with the time required for the receipt of applications/nominations for the post and the exigencies of the service, normally within a range of three to four weeks. In exceptional circumstances, the Secretary General may make exceptions to this period.

#### **Rule 3.01.2 — Screening and Evaluation of Candidates**

- (a) The initial screening of candidates shall be based on the clear and objective criteria outlined in the vacancy notice and shall aim to identify those candidates who meet the necessary requirements laid down in the vacancy notice and to exclude those candidates that do not. For posts in the Secretariat and international seconded/contracted posts in the missions, the initial

screening of candidates shall be the responsibility of the Secretariat, except as provided for in Rule 3.04.1.

- (b) The qualifications and professional experience of candidates meeting the necessary requirements shall be further evaluated under the responsibility of the appointing authority. Further evaluation may be based on individual interviews, technical, linguistic tests and/or competitive examinations.
- (c) In the case of seconded positions, the seconding countries shall be informed of the reasons for rejection of their candidates.

### **Rule 3.01.3 — Family Relationship**

- (a) An appointment or assignment shall not be granted to a person who is the father, mother, son, daughter, brother or sister of an OSCE official, except for an appointment or assignment to an institution or a mission which is different from that of the OSCE official.
- (b) The marriage or cohabitation of an OSCE official to another shall not affect the employment conditions of either spouse, except that their entitlements shall be modified as provided in the Staff Regulations and Staff Rules.
- (c) OSCE officials closely related to another shall not:
  - (i) Be assigned to serve in a post which is directly superior or subordinate in the line of authority to their relative, spouse or partner;
  - (ii) Participate in the process of reaching or reviewing an administrative decision affecting the status or entitlement of their relative, spouse or partner.

### **Regulation 3.02**

#### **Designation of the Secretary General and Heads of Institution**

The Secretary General and the heads of institution shall be appointed by the Ministerial Council in accordance with procedures and for periods established by it.

### **Regulation 3.03**

#### **Designation of Heads of Mission and Representatives of the Chairmanship**

- (a) The appointment of heads of mission is the responsibility of the Chairmanship. They shall be appointed from among nominations by participating States, and taking full account of the results of consultations with the Secretary General, the OSCE Troika and the host country.
- (b) Representatives of the Chairmanship shall be designated in accordance with Decision MC(10).DEC/8 of 7 December 2002.

### **Rule 3.03.1 — Designation of Heads of Mission**

- (a) The Chairmanship shall ensure that all nominations for heads of mission posts are reviewed. The Secretary General shall request the participating States to provide the necessary documentation in relation to their nominees for review by the Chairmanship.
- (b) Following review of all nominations, the Chairmanship shall be responsible for the initiation of consultations with the Secretary General, the OSCE Troika and the host country and upon reaching a decision, shall issue a letter of appointment and request the Secretary General to issue the terms of assignment to the selected candidate.

### **Regulation 3.04**

#### **Designation of Directors in the Secretariat, Deputy Heads of Institution and Mission and Directors in the Institutions and Missions**

- (a) Directors in the Secretariat shall be appointed by the Secretary General with the consent of the Chairmanship.
- (b) Deputy heads of institution and deputy heads of mission shall be appointed by the Chairmanship, in consultation with the respective head of institution or mission and the Secretary General.
- (c) Directors in the institutions and missions shall be appointed by the Chairmanship, in consultation with the respective head of institution or mission and the Secretary General.

### **Rule 3.04.1 — Selection Procedure**

- (a) The procedure outlined in Rule 3.01.2 shall apply to the posts of directors in the Secretariat, institutions and missions and deputy heads of institution/mission.
- (b) The Secretary General shall inform the Chairmanship about his/her intention to appoint a new Director in the Secretariat and shall request the consent of the Chairmanship.
- (c) Heads of institution/mission shall provide the Secretary General with their recommendations on the candidates to be appointed or assigned to the posts of deputy head of institution/mission or director in the institutions/missions. The Secretary General shall forward such recommendations to the Chairmanship together with his/her own comments.
- (d) The Chairmanship shall inform the Secretary General of the final decision on the appointment/assignment and shall request him/her to issue the letter of appointment or terms of assignment to the selected candidate.

**Regulation 3.05**  
**Appointments or Assignments of Other Staff**

- (a) The Secretary General shall appoint or assign all staff members of the Secretariat below Director level. The heads of institution shall appoint or assign their respective staff in consultation with the Secretary General.
- (b) International fixed-term mission members shall be appointed or assigned by the respective head of mission, in consultation with the Secretary General.
- (c) Local mission members and international short-term mission members shall be appointed by the respective head of mission.

**Rule 3.05.1 — Selection procedure**

- (a) Following the procedure outlined in Rule 3.01.2, the heads of institution shall inform the Secretary General in writing of the intention to appoint or assign a candidate to the respective institution. If the Secretary General has any reservations, consultations shall be initiated on the candidate to be appointed.
- (b) For international seconded/contracted fixed-term mission members, the head of mission shall appoint/assign a candidate from a list presented by the Secretary General in accordance with Rule 3.01.2.
- (c) The Secretary General shall establish guidelines and criteria for the recruitment of local and short-term contracted staff/mission members. Heads of institution/mission shall inform the Secretary General of appointment decisions in relation to local and short-term staff/mission members.

**Regulation 3.06**  
**Medical Standards**

The Secretary General shall establish appropriate medical standards which OSCE officials shall be required to meet as a precondition of appointment or assignment and, once recruited, during their appointment or assignment.

**Rule 3.06.1 — Medical Examinations**

- (a) Appointments/assignments shall be conditional upon certification by a medical practitioner recognized by the Secretary General that the OSCE official meets the medical standards currently in force.
- (b) The Secretary General shall issue the medical standards to be met in each duty station and specify the modalities of application of the present Rule.
- (c) Staff/mission members may be required by the Secretary General to undergo a medical examination at any time during their period of service.

### **Regulation 3.07** **Letters of Appointment and Terms of Assignment**

Letters of appointment for contracted OSCE officials and terms of assignment for seconded OSCE officials shall set out, expressly or by reference, all terms and conditions of employment with the OSCE. They shall be signed by the appointing authority in accordance with Regulations 3.03, 3.04 and 3.05, and countersigned by the OSCE officials concerned, at the time of their appointment or assignment.

Letters of appointment for heads of mission shall be countersigned in addition by the Secretary General as Chief Administrative Officer of the OSCE. He/she shall inform the appointed head of mission of the applicable rules and regulations.

#### **Rule 3.07.1 — Contents of Letters of Appointment and Terms of Assignment**

The entitlements of OSCE officials shall be strictly limited to those contained expressly or by reference in their letters of appointment or terms of assignment. The letter of appointment or terms of assignment shall state:

- (a) That the appointment or assignment is subject to the provisions of the Staff Regulations and Staff Rules, and to amendments thereto which may be adopted;
- (b) That the OSCE official is subject to the OSCE Code of Conduct attached to the letter or the terms, and is required to sign the declaration of loyalty;
- (c) That the appointment or assignment is for a definite period which shall expire on the date specified herein;
- (d) The date on which the OSCE official is required to enter upon his/her duties;
- (e) For contracted OSCE officials, the category, the grade and step of the commencing salary;
- (f) For seconded OSCE officials, their entitlements to Board and Lodging Allowance and reimbursement of travel costs upon assignment and separation;
- (g) Social security arrangements; and
- (h) Any special conditions which may be applicable.

#### **Rule 3.07.2 — Contractual Limitation**

Except where specifically permitted in writing by the Secretary General, OSCE officials shall not hold during their period of service any additional type of contract such as a Special Service Agreement or a Short Term Appointment. On no account shall an OSCE official receive double payment from the OSCE.



### **Rule 3.07.3 — Personnel File**

A confidential, personnel file shall be established for each OSCE official. The Secretary General shall issue a Staff Instruction, which shall specify:

- (a) The content, establishment procedure and maintenance of personnel files; and
- (b) The conditions under which:
  - (i) A personnel file can be consulted;
  - (ii) Copies of any documents can be provided;
  - (iii) Correction, addition or deletion of certain items of information can be requested.

### **Regulation 3.08 Periods of Service**

- (a) The OSCE is committed to the principle of non-career service. Thus, OSCE officials shall be appointed or assigned for fixed terms. Letters of appointment and terms of assignment shall specify the expiration date. Unless extended pursuant to Regulation 3.11 below, the appointment or assignment shall end without notice on the expiration date.
- (b) Directors in the Secretariat, the institutions and the missions shall be appointed for a three-year fixed term which can be extended for up to one year, in accordance with Regulation 3.11.
- (c) Staff/mission members holding positions at the P5 level shall be appointed for a two-year fixed term which can be extended for up to three years, in accordance with Regulation 3.11 below.
- (d) Contracted staff/mission members holding professional posts below the P5 level shall be appointed for a two-year fixed term which can be extended for further periods in accordance with Regulation 3.11. The maximum length of any extension may not exceed three years and the total period of service in the same post may not exceed seven years.
- (e) Heads of mission may serve in the same field operation for a maximum of three years, extendable for a final period of up to one year in accordance with Regulation 3.11.
- (f) Seconded mission members may serve in the same mission for a maximum period of seven years within the limit of Regulation 3.11.

### **Rule 3.08.1 — Calculation of the periods of service**

- (a) Periods served in short-term appointments/assignments and periods served in local General Service posts shall not be included for the purpose of calculation of the maximum period of service provided for in Regulation 3.08, nor of the total length of service provided for in Regulation 3.11.

- (b) For the purpose of application of Regulation 3.08 (d), “same post” shall be defined as a post involving the same functions, designated by the same title and attached to the same OSCE entity. A post that has been reclassified shall be regarded as the “same post” if the functions attached to the reclassified post have not been substantially altered and if the reclassification process has not resulted in the creation of an additional post.

### **Regulation 3.09 Probationary Period**

Fixed-term staff/mission members shall serve a six-month probationary period.

#### **Rule 3.09.1 — Termination or Extension of the Probationary Period**

- (a) The performance of every fixed-term staff/mission member shall be appraised through a performance appraisal report by their supervisors prior to completion of their probationary period.
- (b) Should the performance during the probationary period prove to be unsatisfactory, the appointing authority, in consultation with the Director for Human Resources, may decide either to extend the probation of the staff/mission member concerned for a further period not exceeding 3 months, or terminate his/her appointment or assignment by giving one month’s notice.
- (c) The same notice shall be given by the staff/mission member in the case that he/she resigns during or at the end of the probationary period.
- (d) Extension of the probationary period for unsatisfactory performance shall be granted once only.
- (e) The appointing authority, in consultation with the Director for Human Resources, may decide to extend the probationary period up to 3 months, of a staff/mission member whose absence from service for legitimate reasons makes it difficult to assess his/her performance.

### **Regulation 3.10 Performance Appraisal**

The performance of fixed-term staff/mission members shall be subject to periodic reports prepared by their supervisors in accordance with the procedure specified in the Staff Rules. In the case of seconded staff/mission members, the results of the performance appraisal shall be made available to the seconding country upon request.

#### **Rule 3.10.1 — Performance Appraisal Reports**

- (a) Performance evaluation reports shall serve to determine whether the staff/mission member carries out the assigned work effectively and efficiently.

They shall also provide the basis for making decisions, *inter alia*, in relation to extensions of appointments/assignments, and to work-related counselling and training.

- (b) Performance evaluation reports should be completed by supervisors in a fair, objective and timely manner. Staff/mission members may submit a written statement related to the report, which will form an integral part of the report. Performance evaluation reports shall be placed in the individual personnel files of staff/mission members.
- (c) The Secretary General shall specify in a Staff Instruction the performance evaluation periodicity and procedure.

### **Regulation 3.11**

#### **Extension of Appointments and Assignments**

(a) Appointments and assignments shall not carry any expectation of extension or conversion to another type of employment. Extensions beyond the period set under Regulation 3.08 may be granted by the authority competent for appointment and assignment under Regulations 3.02, 3.03, 3.04 and 3.05.

(b) In granting extensions, the following principles shall apply, subject to the provisions of Regulation 3.09:

- (i) Extension may be granted provided that the staff/mission member's services are rated as satisfactory;
- (ii) The total length of service of international staff/mission members with the OSCE shall not exceed ten years.

#### **Rule 3.11.1 — Extension procedure**

(a) Without prejudice to Regulations 3.08 and 3.11, staff/mission members shall be informed of the decision on the extension of their appointment/assignment, to the extent possible, at the latest:

- (i) One week before the expiry date of an appointment/assignment of less than six months;
  - (ii) Two weeks before the expiry date of an appointment/assignment between six months and one year;
  - (iii) One month before the expiry date of an appointment/assignment of more than one year.
- (b) Extension of assignments shall be subject to the prior approval of the seconding country. In the absence of approval in due time, the assignments shall expire without notice.

- (c) Appointments of contracted staff/mission members holding a local post may be extended for periods of up to two years at a time provided that their performance is rated as satisfactory.
- (d) Fixed-term staff/mission members shall retain fixed-term status whatever the duration of further consecutive extensions granted.

**Rule 3.11.2 — Extension of short-term contracted staff/mission members**

Short-term contracted staff/mission members may be granted further short-term extensions subject to the following conditions:

- (a) There shall be a one-month break of service between two short-term appointments;
- (b) The cumulative period of service as a short-term contracted staff/mission member shall not exceed 24 months of which not more than 12 months shall be in the same duty station or mission area.

**Rule 3.11.3 — Re-employment**

- (a) A former fixed-term staff/mission member who is re-employed shall be given a new appointment or assignment.
- (b) The terms of a new appointment or assignment shall be fully applicable without regard to any period of former service, except that such former service may be counted for the purpose of determining seniority in grade.
- (c) If the former staff/mission member is re-employed within twelve months of being separated from service to a fixed-term contracted appointment in the OSCE, he/she shall return to the OSCE the termination indemnity, if applicable. The amount of termination indemnity to be returned shall be calculated by deducting the salaries that could have been earned by the former staff/mission in case he/she remained employed with the OSCE in his/her previous position.
- (d) The provisions on the total length of service as provided for in Regulation 3.11 (b) shall apply to former staff/mission members who are re-employed.

**Regulation 3.12  
Transfer and Temporary Assignment**

- (a) Staff/mission members shall accept the duties assigned to them by the Secretary General or the respective head of institution/mission, as well as their deployment within the Secretariat, the institution or the mission.
- (b) The Staff Rules shall set out the conditions under which a staff/mission member may be transferred or temporarily assigned within the OSCE.

(c) Transfers of international fixed-term seconded staff/mission members which are not the result of a disciplinary measure in accordance with Regulation 9.03 (b) (vii), shall be decided in agreement with the seconding country and the Secretary General.

**Rule 3.12.1 — Transfer**

- (a) Transfer is the appointment or assignment of a staff/mission member to another post, and can occur in the following circumstances:
  - (i) When the Secretary General or the respective head of institution/mission authorizes the transfer of a staff/mission member to a post of equal or lower grade;
  - (ii) When a staff/mission member is selected for a new post following a competitive recruitment process.
- (b) The change in the salary arising from a transfer shall be governed by Rules 5.04.3 and 5.04.4.
- (c) Transfers to other posts shall be taken into account in calculating the maximum periods of service specified in Regulations 3.08 and 3.11.
- (d) The Secretary General shall specify in a Staff Instruction the consequences of transfers between seconded and contracted positions and between the Secretariat, institutions and missions.

**Rule 3.12.2 — Temporary Assignments**

- (a) Staff/mission members may be temporarily given special duties by the Secretary General or the respective head of institution/mission or temporarily assigned to posts, the incumbents of which are absent, on leave or which are vacant.
- (b) Temporary assignments shall not last more than 12 months.
- (c) In case of temporary assignments to higher-level posts, a Special Post Allowance may be payable to fixed-term contracted staff/mission members in accordance with Rule 5.17.1.
- (d) The period served in a temporary assignment shall be regarded as part of the staff/mission member's normal post for the purpose of calculating the maximum periods of service specified in Regulations 3.08 and 3.11.

## **Article IV SEPARATION FROM SERVICE**

### **Regulation 4.01**

#### **Expiration and Termination of Appointments and Assignments**

(a) Fixed-term appointments of staff/mission members who reach the age of 65 while in service shall normally expire on the last day of the month of their 65th birthday. However, the competent authority for the appointment under Regulations 3.03, 3.04 and 3.05 may, where relevant in consultation with the Secretary General and the respective head of institution or mission, by way of exception and only in the interest of the OSCE, offer or extend an appointment beyond this age limit for a period not exceeding one year, taking into account the limitations set under Regulation 3.11.

(b) Appointments or assignments may be terminated before the expiration date by the authority competent for appointment and assignment under Regulations 3.03, 3.04 and 3.05, in consultation with the Chairmanship or the Secretary General when required. For international fixed-term contracted mission members and international seconded mission members, the decision shall be taken by the respective head of mission in consultation with the Secretary General or in the case of termination during the probationary period, in consultation with the Director for Human Resources as specified under Rule 3.09.1, and, in the case of international seconded staff/mission members, communicated prior to the implementation of the decision to the seconding country.

#### **Rule 4.01.1 — Expiration of appointments and assignments**

- (a) Appointments and assignments shall expire automatically without notice on the expiration date specified in the letters of appointment or terms of assignment, unless they are extended under Regulations 3.08 and 3.11.
- (b) To the extent possible at least one month prior to the expiration of the fixed-term appointments/assignments, the Secretary General or the respective head of institution/mission shall notify in writing fixed-term staff/mission members whether it is intended to extend their appointments/assignments.

### **Regulation 4.02**

#### **Grounds for Termination**

(a) Subject to appropriate procedure, the appointment or assignment of an OSCE official may be terminated on the following grounds:

- (i) If emergency situations require the evacuation of the mission and the discontinuation of its activities for a period of at least one month;
- (ii) If a post has been abolished or staff reductions are to be effected;
- (iii) If the services of the staff/mission member prove to be unsatisfactory;

- (iv) If the OSCE official is unable to perform his/her functions for medical reasons;
  - (v) As a result of a disciplinary measure;
  - (vi) If facts come to light which, if known before, would have precluded the appointment or assignment;
  - (vii) In case of abandonment of post;
  - (viii) If the OSCE official ceases to be a national of a participating State.
- (b) The assignment of a seconded OSCE official may also be terminated at the request of the seconding country.

#### **Rule 4.02.1 — Termination**

An OSCE official whose appointment or assignment is terminated shall be notified in writing of the reasons for such termination.

#### **Rule 4.02.2 — Abolition of posts and reduction of staff**

If the post of an international or local fixed-term contracted staff/mission member approved in the post table is subject to abolition or staff reduction, the OSCE shall give consideration to him/her for a suitable vacant post in which his/her services could be efficiently utilized in the OSCE. Due regard shall be given to his/her performance as reflected in the relevant PAR(s).

#### **Rule 4.02.3 — Unsatisfactory performance**

Before termination under Regulation 4.02 (iii), the staff/mission member concerned shall be notified in writing, in particular through the performance appraisal report, that his/her performance is not satisfactory and that he/she should improve the quality of his/her service, otherwise the termination of his/her appointment/assignment will be considered.

#### **Rule 4.02.4 — Medical reasons**

- (a) A staff/mission member's appointment or assignment shall be terminated for medical reasons if he/she is unable to perform his/her functions as a consequence of an infirmity or a diminution of his/her physical or mental faculties. Termination shall not be effective until the staff/mission member concerned has exhausted his/her entitlements to sick leave or prolonged his/her sick leave under Rule 7.05.4, if applicable.
- (b) The staff/mission member's inability to perform his/her functions shall be recorded jointly by a medical practitioner approved by the OSCE and a duly qualified medical practitioner treating the staff/mission member concerned. In the event of a disagreement, a third medical practitioner shall be consulted.

- (c) The fixed-term contracted staff/mission member whose appointment is terminated for medical reasons attributable to the performance of his/her official duties shall be entitled to compensation under Appendix 10 to these Rules.

**Rule 4.02.5 — Disciplinary measure**

A staff/mission member's appointment or assignment shall be terminated as a result of a disciplinary measure taken in accordance with the disciplinary procedure described in Article IX.

**Rule 4.02.6 — Facts coming to light which, if known before, would have precluded appointment/assignment**

Termination for facts coming to light which, if known before, would have precluded appointment/assignment shall not require disciplinary proceedings. However, the staff/mission member concerned shall be notified in writing of the facts that have come to light which, if known before, would have precluded appointment/assignment, and shall be given the opportunity to submit his/her own version of the facts.

**Rule 4.02.7 — Abandonment of post**

A staff/mission member shall be considered to have abandoned his/her post if the OSCE has not been advised within one week of the reasons for his/her unauthorized absence from duty. Termination for abandonment of post shall not require disciplinary proceedings.

**Rule 4.02.8 — Termination of assignment**

As soon as the seconded OSCE official is aware of the decision of the seconding country to terminate his/her secondment, he/she shall advise his/her appointing authority thereof.

**Regulation 4.03  
Termination Notice**

OSCE officials whose appointments or assignments are terminated under Regulation 4.02 (a) (ii) and (iii) above shall be entitled to a period of notice in accordance with the Staff Rules.

**Rule 4.03.1 — Termination Notice**

- (a) Unless otherwise provided for in their letters of appointment or terms of assignment, OSCE officials shall be given a termination notice proportionate to the duration of their current appointment/assignment as follows:
  - (i) Two months' notice for appointments/assignments of two years or more;



- (ii) One month's notice for appointments/assignments of one year up to less than two years;
  - (iii) Two weeks' notice for appointments/assignments of six months up to less than one year;
  - (iv) One week's notice for appointments/assignments of two months up to less than six months;
  - (v) Two days' notice for appointments/assignments of less than two months.
- (b) Alternatively, the Secretary General or the respective head of institution/mission may authorize payment in lieu of notice, which shall correspond to the salary and allowances that the staff/mission member would have been entitled to if he/she would have served the notice period.

#### **Regulation 4.04 Termination Indemnity**

- (a) Fixed-term contracted OSCE officials whose appointments are terminated under Regulation 4.02 (a) (i), (ii) and (iv) shall be entitled to a termination indemnity.
- (b) The termination indemnity shall amount to one month's net base salary for each completed year of service or for each month remaining until the expiry of the appointment, whichever is lower. For fractions of a year/month, the indemnity shall be prorated.
- (c) In case of re-employment within 12 months to a new fixed-term contracted appointment in the OSCE, the provisions for re-payment of the termination indemnity outlined in Staff Rule 3.11.3 shall apply.

#### **Regulation 4.05 Resignation**

- (a) A fixed-term staff/mission member may resign by giving the Secretary General, respective head of institution/mission, and the appointing authority two months' written notice. For appointments/assignments of less than six months, the period of written notice shall be as would be required for termination of his/her appointment or assignment. The Secretary General, respective head of institution/mission, and the appointing authority may, however, accept shorter notice.
- (b) The Secretary General, heads of institution, the heads of mission and the representatives of the Chairmanship shall give their notice to the Chairmanship, who shall notify the Permanent Council of this resignation.

**Rule 4.05.1 — Resignation**

- (a) A staff/mission member who resigns shall inform his/her appointing authority in writing of his/her explicit decision to leave the service of the OSCE. International fixed-term staff/mission members shall copy the Secretary General.
- (b) The notice period shall commence on the date of receipt of the written notification in which the staff/mission member informs of his/her decision to resign, or from any subsequent date mentioned to this effect by the staff/mission member in this written notification.
- (c) The Secretary General, or the respective head of institution/mission in consultation with the Secretary General, may decide, that part of the notice period need not be served. In such a case, the staff/mission member concerned shall be entitled to payment in lieu of notice corresponding to the remaining period of notice.

## **Article V**

### **SALARIES AND ENTITLEMENTS**

#### **Regulation 5.00**

##### **Standards of Remuneration**

The OSCE adheres to the standards of remuneration established in the United Nations common system. Under no circumstances shall the cost of the remuneration package exceed that of the United Nations common system.

#### **Regulation 5.01**

##### **Classification of Posts**

The Secretary General shall make provision for the classification of posts according to the nature of the duties and responsibilities required and reflect such determinations in the post tables submitted to participating States through the Unified Budget.

##### **Rule 5.01.1 — Classification System**

- (a) Posts open for fixed-term appointments up to the P5 level shall be classified in accordance with the Common Job Classification Standards established by the International Civil Service Commission.
- (b) Posts open for assignments in the Missions shall be categorized in accordance with the REACT Staffing Matrix, from S1 to S4, except for posts of head of mission and deputy head of mission.
- (c) Posts open for assignments in the Secretariat and institutions shall be classified in accordance with Staff Rule 5.01.1 (a).

#### **Regulation 5.02**

##### **Salaries**

- (a) Within the limits specified in the Staff Rules, salaries of international contracted OSCE officials shall be in accordance with the net salary scale applicable in the United Nations common system to staff in the Professional and higher categories.
- (b) Salary scales of locally contracted staff/mission members shall be established by the Secretary General, taking into account, if available, the local net salary scales of the organizations of the United Nations common system or, if not, the generally applicable local salary levels in the respective duty station, and the host country's applicable income tax system if any.
- (c) The salary scales shall be appended to the Staff Rules which shall specify the procedures applicable to the payment of the salaries.
- (d) The salary scales shall be included in the Unified Budget.

**Rule 5.02.1 — Payment of salaries**

- (a) Salaries of international contracted staff members, including the Secretary General and heads of institution, shall be paid either at a single or a dependency rate, depending on the family status.
- (b) Salaries of international contracted mission members shall be paid at a single rate. Short term international contracted mission members temporarily appointed against a post open for secondment, shall only be entitled to equivalent of the board and lodging allowance applicable at the duty station concerned.
- (c) Salaries shall be paid monthly at the end of the month to which they apply.
- (d) One twelfth of the annual salary shall be paid for each full month of qualifying service.
- (e) For service periods less than a full month, one three hundred and sixtieth of the annual salary shall be paid for each calendar day of qualifying service.

**Rule 5.02.2 — Family members**

For the purpose of payment of salaries and entitlements the following definitions shall apply:

- (a) Spouse

A person related to a staff member through marriage or a status regarded as equivalent to marriage under the law of one of the spouse's countries of nationality which must be an OSCE participating State. However, in the latter case, the spouse status shall be recognized only if the two persons reside together. The Secretary General shall issue a Staff Instruction specifying the modalities of application of this provision, in particular the legal documents to be provided for the recognition of the spouse status by the OSCE.

- (b) Dependent Spouse

A spouse whose gross occupational earnings, if any, do not exceed the lowest entry level of the United Nations General Service gross salary scales in force on 1 January of the year concerned for the duty station in the country where the OSCE official works.

- (c) Child

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

(d) Dependent Child

A child under the age of eighteen years or, if the child is in full attendance at an educational institution, under the age of twenty-one, for whom the OSCE official provides main and continuing support. This age limit shall not be applicable to children incapacitated for substantial gainful employment owing to physical or mental disability of a permanent or long-term nature.

**Rule 5.02.3 — OSCE Officials' Beneficiaries**

- (a) Upon appointment of assignment, OSCE officials shall be required to specify the names of their beneficiaries to whom all amounts standing to their credit from the OSCE as well as, if applicable, OSCE Provident Fund's benefits and OSCE death insurance scheme's benefits shall be paid in the event of their death. OSCE officials shall be responsible for updating that designation.
- (b) Such payment shall release the OSCE from all liability in respect of any sum so paid. In no case shall the OSCE be liable towards any individuals who might consider themselves disadvantaged by the participants' wills.

**Rule 5.02.4 — Currency of Salary Payments**

Salaries shall be paid in euros except where national legislation and/or bilateral agreements concluded between a State and the OSCE prohibit salary payments in foreign currencies. International fixed-term contracted staff/mission members as well as the Secretary General and the heads of institutions may request that their salary payments be made into two separate bank accounts, which shall always be transferred by the OSCE in euros regardless of the currency of the staff/mission member's bank account.

**Rule 5.02.5 — Salary Advances**

- (a) The Secretary General or the respective head of institution/mission may approve requests from a contracted fixed-term staff/mission member for salary advances under the following circumstances:
  - (i) Upon initial appointment;
  - (ii) Upon separation;
  - (iii) In case of exceptional personal financial difficulties.
- (b) The Secretary General shall specify in a Staff Instruction:
  - (i) The maximum amount of the salary advance;
  - (ii) The maximum period of reimbursement;
  - (iii) The conditions of liquidation.

- (c) The above provisions shall apply *mutatis mutandis* to the Secretary General and heads of institution, in which case the authorization is granted by the Chairmanship.

### **Regulation 5.03 Post Adjustment**

Salaries paid to international contracted staff members, and to the Secretary General and the heads of institution shall be subject to post adjustment in accordance with the International Civil Service Commission's decisions.

### **Regulation 5.04 Salary Increments**

- (a) Fixed-term contracted staff/mission members shall, as a rule, be appointed at step one of the salary scale. Under the conditions specified in the Staff Rules, the competent authority for appointment under Regulations 3.03, 3.04 and 3.05 may exceptionally approve the appointment at a higher step.
- (b) A periodic salary increment shall be awarded to fixed-term contracted staff/mission members in accordance with the Staff Rules, on the basis of satisfactory performance as reflected in appraisal reports pursuant to Regulation 3.10.

#### **Rule 5.04.1 — Appointment at a step higher than step one**

- (a) At the time of initial appointment, the authority competent for appointment under Regulation 3.02, 3.03, and 3.04 may exceptionally approve the appointment at a higher step provided that:
  - (i) The candidate has more than the required years of relevant experience specified in the vacancy notice; or
  - (ii) The candidate's remuneration with the previous employer was higher than the one offered by the OSCE.
- (b) The step to be granted at the time of initial appointment taking into account the criteria prescribed in para (a) above shall not be higher than step 3.

#### **Rule 5.04.2 — Salary Increments**

- (a) The normal qualifying period for in-grade movement between consecutive steps shall be two years.
- (b) A salary increment shall take effect two years from the first day of the month during which the latest of the following actions took place:
  - (i) Entrance on duty;

- (ii) Last salary increment;
  - (iii) Appointment at a higher level.
- (c) In cases of periods of leave without pay exceeding one month, the increment shall be postponed by the duration of such leave.
- (d) The Secretary General shall specify in Staff Instructions the conditions under which:
- (i) A performance reward may be granted in case of excellent performance to international and local fixed-term contracted and seconded staff/mission members, except Secretary General, Heads of Institutions/Missions, Deputy Heads of Missions and contracted Directors;
  - (ii) The salary increment may be deferred by one year in case of less than satisfactory or poor performance.

**Rule 5.04.3 — Appointment to a higher grade**

If a fixed-term contracted staff/mission member is advanced to a higher grade, he/she shall be placed at the lowest step in the grade to which he/she has been advanced that provides an increase in salary equal to at least the amount that would have resulted from the granting of two steps at the lower grade.

**Rule 5.04.4 — Appointment to a lower grade**

- (a) If a fixed-term contracted staff/mission member has been selected for a post at a lower level than he/she occupies, he/she shall be placed at the step in the grade to which he/she has been appointed that ensures no loss in salary compared to his/her current grade. If this is not possible, the appointment shall be at the highest step of the grade.
- (b) If a fixed-term staff/mission member has been demoted as a result of a disciplinary procedure, he/she shall be placed one grade lower than his current grade at the step that provides a decrease in salary equal to at least the amount that would have resulted from taking away two steps at the higher grade.

## **Regulation 5.05 Taxation**

In the event an OSCE official is subject to national income taxation with respect to the net salaries and emoluments paid to him/her by the OSCE, the Secretary General is authorized to refund him/her the amount of those taxes paid to the extent that such amounts have been reimbursed to the Organization by the State concerned.

### **Rule 5.05.1 — Taxation**

OSCE officials shall be responsible for their compliance with the relevant tax legislation.

## **Regulation 5.06 Unauthorized Absence from Work**

Salaries and other emoluments shall not be paid to staff/mission members in respect of periods of unauthorized absence from work.

### **Rule 5.06.1 — Deductions**

Deductions from salaries or from any other OSCE emoluments, such as Board and Lodging Allowances, shall be made for:

- (a) Contributions to the social security scheme in accordance with Article VI of the Staff Regulations, including, when applicable, contributions to the OSCE Provident Fund in accordance with Staff Regulation 6.03;
- (b) Indebtedness to the OSCE, including deductions for unauthorized absence under Staff Regulation 5.06, salary advances under Rule 5.02.5 and compensation for financial loss incurred by the OSCE under Regulation 2.05;
- (c) Authorized amounts agreed by the OSCE official and the OSCE.

## **Regulation 5.07 Recovery of Undue Payments**

The Staff Rules shall specify the conditions under which the OSCE is entitled to recover undue payments made to OSCE officials.

### **Rule 5.07.1 — Claims for Past Entitlements**

- (a) Payment to which an OSCE official was not entitled shall be reclaimed by the OSCE within the limit of two years from the date on which such payment was made.
- (b) Claims submitted more than one year after the date on which the OSCE official was in a position to submit a claim for an entitlement due under the



Staff Regulations, the present Rules and his/her letter of appointment or terms of assignment shall not be considered.

**Regulation 5.08**  
**Travel Expenses**

(a) The OSCE shall reimburse OSCE officials for expenses for duty travel in accordance with the conditions and procedures specified in the Staff Rules.

(b) Within the limits and under the conditions laid down in the Staff Rules, the OSCE shall reimburse eligible OSCE officials and, if applicable, their spouse and dependent children, for travel expenses incurred upon:

- (i) Appointment;
- (ii) Change of duty station;
- (iii) Home leave;
- (iv) Separation from service;
- (v) Medical evacuation pending reimbursement;
- (vi) Education grant travel.

**Rule 5.08.1 — Official travel**

(a) The following categories of travel shall be regarded as official travel:

- (i) Travel on official business;
- (ii) Travel upon initial appointment/assignment;
- (iii) Travel upon separation;
- (iv) Travel upon change of duty station;
- (v) Travel for home leave;
- (vi) Education grant travel;
- (vii) Travel authorized for medical reasons;
- (viii) In other appropriate cases, when, in the opinion of the Secretary General there are compelling reasons for such travel including security reasons.

(b) Local staff mission/members shall not be entitled to reimbursement of travel expenses incurred under (a) (ii), (iii), (iv), (v) and (vi).

**Rule 5.08.2 — Travel upon appointment/assignment and upon separation**

- (a) Upon appointment/assignment, the OSCE shall pay travel expenses of:
  - (i) International short-term or fixed-term contracted OSCE officials either from the physical place of residence immediately preceding the appointment or from the place recognized as their place of home leave to their duty station;
  - (ii) International seconded officials from Vienna or from any other place, as authorized by the Secretary General or the respective head of institution/mission, to the duty station, provided that the costs are not higher than those which would have been incurred for the travel from Vienna to the duty station.
  
- (b) Upon separation, the OSCE shall pay travel expenses of:
  - (i) International fixed-term contracted OSCE officials from their duty station to their place of home leave or to any other place as authorized by the Secretary General or the respective head of institution/mission, provided that the costs are not higher than those which would have been incurred for the travel from the duty station to the place of home leave;
  - (ii) International short-term contracted OSCE officials from their duty station to their physical place of residence immediately preceding the appointment, or to any other place as authorized by the Secretary General or the respective head of institution/mission, provided that the costs are not higher than those which would have been incurred for the travel from the duty station to the physical place of residence immediately preceding the appointment;
  - (iii) International OSCE seconded officials from their duty station to Vienna or to any other place as authorized by the Secretary General or the respective head of institution/mission, provided that the costs are not higher than those which would have been incurred for the travel from the duty station to Vienna.

**Rule 5.08.3 — Official travel of family members**

- (a) The OSCE shall reimburse the travel expenses of international fixed-term contracted staff members' spouse and dependent children under the following circumstances:
  - (i) Upon initial appointment provided that:
    - The appointment is for a period of one year minimum;

- The staff member's services are expected to continue for more than six months beyond the date on which the travel of his/her family members commences; and
  - The family members will reside with the staff member at the duty station for a minimum of six months.
- (ii) On change of duty station, provided that:
- The services of the staff member at the new duty station are expected to continue for more than six months beyond the date on which travel of his/her family members commences; and
  - The family members will reside with the staff member at the duty station for a minimum of six months.
- (iii) On home leave, in accordance with the provisions of Regulation 7.03;
- (iv) On separation from service, provided that the staff member has completed not less than one year of continuous service;
- (v) On authorized journeys undertaken in connection with the education grant, in accordance with the provisions of Rule 5.15.4.
- (b) Upon appointment, the OSCE shall pay travel expenses of the staff member's spouse and dependent children either from the place of recruitment or from the place recognized as home leave place. Should a staff member wish to bring his/her spouse and dependent children from any other place, the travel expenses reimbursed by the OSCE shall not exceed the maximum amount that would have been payable on the basis of travel from the place of recruitment or the place of home leave.
- (c) Upon separation, the OSCE shall pay travel expenses of the staff member's spouse and dependent children from the duty station to the place to which the staff member is entitled to be returned under Rule 5.08.2 (b) (i).
- (d) The dependent child's travel expenses incurred under (a) shall be reimbursed provided that the travel takes place within the calendar year in which the child reaches the age limit for entitlement.
- (e) The above provisions shall apply *mutatis mutandis* to the travels of eligible family members of the Secretary General and the heads of institution.

**Rule 5.08.4 — Travel expenses**

- (a) The travel expenses to be covered by the OSCE shall comprise:
- (i) Cost of transportation by the approved route, mode and standard;
  - (ii) Daily Subsistence Allowance (DSA);

- (iii) Terminal expenses;
  - (iv) Excess baggage expense within the limits set forth in the present Rule or Staff Instructions issued by the Secretary General; and
  - (v) Necessary miscellaneous expenses.
- (b) Travel by air by the most direct and economical route shall be the normal mode for all official travel, subject to the purposes and objectives of the travel, the duty period involved, the safety of the traveller, the rank of the traveller and the duration of the journey. The modalities of application of this provision shall be specified in a Staff Instruction issued by the Secretary General.
- (c) In order to avoid duplication of benefits, OSCE officials shall declare to the OSCE if their travel expenses incurred while on travel on official business or upon appointment, separation or change of a duty station, and, when applicable, those of their family members, are partially or totally covered by a third party (e.g. Governmental authorities, inviting entity, spouse's employer, other employer, etc.), in which case the OSCE shall reimburse or cover only the portion of the expenses not covered by the third party.

#### **Rule 5.08.5 — Travel authorization**

Official travels shall be for purpose and by route, mode and standard of transportation which have been approved in advance by the Secretary General or head of institution/mission concerned unless exceptional circumstances prevent such a prior approval.

#### **Rule 5.08.6 — Transportation of decedents**

- (a) In case of death of the OSCE official or a person in respect of whom travel expenses were payable under Rule 5.08.2, the OSCE shall pay the expenses of transportation of the remains from the place of death to the OSCE official's place of home leave or to some other place to which the cost of transportation does not exceed the cost to his/her place of home leave. These expenses shall include reasonable costs for preparation of the remains.
- (b) In the event that the costs are partially or fully covered by a third party, including insurance companies, the OSCE shall reimburse or cover only the portion of the expenses not covered by the third party.

### **Regulation 5.09 Removal Expenses**

Within the limits and under the conditions laid down in the Staff Rules, the OSCE shall reimburse eligible OSCE officials, for removal expenses incurred upon:

- (i) Initial appointment on the condition that at least one year of service will be performed;
- (ii) Change of duty station, on the condition that at least one year of service has been performed in the previous duty station;
- (iii) Separation from service provided that one year of service has been completed except in the case of unsuccessful completion of the probationary period as provided by Rule 5.09.2.

**Rule 5.09.1 — Removal of Household Effects**

- (a) The Secretary General, heads of institution, and international contracted staff members appointed for a period of not less than one year shall be entitled to the payment of the removal of their household effects.
- (b) The Secretary General shall define the household effects subject to this provision in a Staff Instruction.
- (c) The below provisions on removal expenses shall apply *mutatis mutandis* to the Secretary General and heads of institution.

**Rule 5.09.2 — Conditions for Entitlement**

- (a) Upon appointment, the OSCE shall pay the expenses of removing household effects either from the place of recruitment or from the place recognized as the place of home leave under Rule 7.03.1.
- (b) Upon separation, the OSCE shall pay the expenses of removing household effects from the duty station to the place of home leave or to any other place as authorized by the Secretary General or the respective head of institution, provided that the costs are not higher than those which would have been incurred for the travel to the place of home leave.
- (c) In no event shall the OSCE pay removal expenses if the staff member has been summarily dismissed. In the case that the staff member does not successfully complete his/her probationary period and his/her contract is terminated, separation removal expenses shall be paid but shall not exceed the amount paid upon appointment.

**Rule 5.09.3 — Conditions for Reimbursement**

- (a) Subject to the limits set forth in (b), the costs to be reimbursed shall be the expenses actually incurred or lump sum removal allowance.
- (b) The maximum quantities for which reimbursement will be made by the OSCE shall be as follows:

- (i) 8000 kg or 40 m<sup>3</sup> for eligible staff members accompanied to the duty station or joined there by at least one member of his/her family travelling at the expense of the OSCE;
  - (ii) 4000 kg or 30 m<sup>3</sup> for eligible staff members not accompanied by any member of his/her family travelling at the expense of the OSCE.
- (c) Payment of removal expenses shall be subject to the following conditions:
- (i) Transportation shall be by land or sea or the most economical means as determined by the Secretary General or the head of institution concerned, taking into account costs of packing, crating, cartage, unpacking, uncrating and customs duties, if any. Transportation shall take place in a single shipment, unless a split shipment is authorized by the relevant appointing authority. The Organization shall only be liable for the cost of a single shipment. Where a split shipment is authorized, the staff member shall be liable for any amounts which exceed that which the Organization would have paid for a single shipment;
  - (ii) The eligible official shall be required to obtain offers from at least two reputable removal companies contracted by the Organization;
  - (iii) Reimbursement of the cost of insurance in transit of household effects (excluding any articles of value for which special rates of premium are charged) shall be up to the insurance value for which they are ordinarily insured by the eligible OSCE official, subject to a maximum value equivalent of EUR 10 per kg of the maximum shipment entitlements. The valuation shall be subject to review and approval by the Secretary General or the head of institution concerned. The OSCE shall in no case be responsible for loss or breakage.
  - (iv) Lump sum removal allowance shall be 50 percent of the amount established by UN for the same purpose.

**Rule 5.09.4 — Storage**

Storage charges for a maximum of 60 days may be reimbursed when incidental to removal of effects in connection with the collection and delivery of shipment from and/or to the residence, upon initial appointment, change of duty station or separation.

**Rule 5.09.5 — Excess baggage on travel by air**

- (a) For the purpose of this rule the “excess baggage” shall mean baggage in excess of weight or volume carried out without extra charge by transportation companies.
- (b) For travel upon appointment, separation or change of duty station, international contracted staff members, including the Secretary General and

heads of institution, may be entitled to reimbursement of costs of accompanied excess baggage for each eligible traveller, up to 10 kg per person.

- (c) For travel upon appointment/assignment, separation or change of duty station, international mission members, including the heads of mission, may be entitled reimbursement of costs of accompanied excess baggage of up to 80 kg or four extra pieces of standard dimensions as specified by the respective airline. For seconded mission members, including the heads of mission, the reimbursement shall be limited to reimbursement of cost of excess baggage between Vienna and their duty station.
- (d) For travel on official business, OSCE officials shall be reimbursed excess baggage charges if the baggage concerned is transported for official purposes.

#### **Rule 5.09.6 — Unaccompanied shipment**

For travel upon appointment/assignment, separation or change of duty station, international mission members, including the heads of mission, may be entitled to reimbursement of costs of unaccompanied shipment provided that the costs do not exceed those of the corresponding entitlement under the limits stipulated in Rule 5.09.5 (c).

### **Regulation 5.10 Installation Grant**

- (a) Under the conditions laid down in the Staff Rules, the OSCE shall pay an installation grant to eligible international fixed-term contracted staff members, including the Secretary General and the heads of institution, in respect of themselves, their spouse and dependent children upon appointment and transfer to another duty station provided that service is foreseen for at least twelve months.
- (b) The installation grant shall be the equivalent of the daily subsistence allowance applicable to the duty station, and fifty per cent of that amount for spouse and each dependent child, and shall be paid for a period of thirty days after arrival at the duty station.

#### **Rule 5.10.1 — Conditions for Entitlement**

- (a) International fixed-term contracted staff members who have been recruited outside of the country of the duty station shall be paid an installation grant. Nationals or permanent residents of the country of the duty station shall not be entitled to the installation grant, unless they have been living abroad for a period of three years or longer prior to their appointment with the OSCE.
- (b) The OSCE shall pay the installation grant in respect of staff member's spouse and dependent children upon their arrival at the duty station, provided that it takes place within twelve months from the start date of the appointment to that duty station.

- (c) The installation grant shall be based on the daily subsistence allowance calculated at the rate prevailing on the respective date of arrival at the duty station of the staff member concerned and his/her spouse and dependent children. The amount shall be equivalent to:
  - (i) Thirty days of daily subsistence allowance at the daily rate applicable to the duty station in respect of the staff member concerned;
  - (ii) Fifteen days of daily subsistence allowance at the daily rate applicable to the duty station in respect of each eligible family member for whom the travel expenses have been paid by the OSCE under Rule 5.08.3.
- (d) In order to avoid duplication of benefits, staff members shall declare if a similar grant has been paid to their spouse and dependent children by a third party (e.g., spouse's employer). The OSCE shall reduce the amount of the grant accordingly.
- (e) The above provisions shall apply *mutatis mutandis* to the Secretary General and the heads of institution.

## **Regulation 5.11 Repatriation Grant**

Under the conditions laid down in the Staff Rules, the OSCE shall pay a repatriation grant to international fixed-term contracted staff members, including the Secretary General and the heads of institution, in respect of themselves, their spouse and dependent children upon separation from service.

### **Rule 5.11.1 — Payment of Repatriation Grant**

- (a) The repatriation grant shall be payable to international fixed-term contracted staff members who have completed one year of continuous service outside the country of his/her place of home leave. The repatriation grant shall not be paid to a staff member who is summarily dismissed.
- (b) The amount of the grant shall be calculated on the basis of the staff member's last salary, excluding post adjustment, and the staff member's completed years and months of qualifying service outside the country of his/her place of home leave, according to the scale set forth in Appendix 5.
- (c) A dependent child, for the purpose of repatriation grant, shall mean a child recognized as dependent under Rule 5.02.2 (d) at the time of the staff member's separation from service. If applicable, the repatriation grant shall be paid at the dependency rate to eligible staff member regardless of the place of residence of his/her spouse or dependent child.
- (d) Where both spouses are staff members and each is entitled, on separation, to payment of a repatriation grant, payment shall be made to each, at single rates, according to their respective entitlements, provided that, where dependent



children are recognized, the first parent to be separated may claim payment at the dependency rate. In this event, the second parent, on separation, may claim payment at the single rate for the whole period of qualifying service, or, if eligible, at the dependency rate for the whole period of his/her qualifying service, from which shall normally be deducted the difference between the dependency rate and the single rate of the repatriation grant paid to the first parent.

- (e) In the event of the death of an eligible staff member, no payment shall be made unless there is a surviving spouse or one or more dependent children whom the OSCE is obligated to return to their home country. If there is one such survivor, payment shall be made at the single rate; if there are two or more such survivors, payment shall be made at the rate applicable to a staff member with a spouse or dependent child.
- (f) The above provisions shall apply *mutatis mutandis* to the Secretary General and the heads of institution.

## **Regulation 5.12 Rental Subsidies**

Under the conditions laid down in the Staff Rules, the OSCE shall pay rental subsidies to eligible international fixed-term contracted staff members, including the Secretary General and the heads of institution.

### **Rule 5.12.1 — Payment of Rental Subsidies**

- (a) The rental subsidy shall be payable to international fixed-term contracted staff members who are not nationals or permanent residents of the country of the duty station and who rent their dwelling.
- (b) The Secretary General shall issue a Staff Instruction specifying the modalities of the rental subsidy scheme.
- (c) The above provisions shall apply *mutatis mutandis* to the Secretary General and the heads of institution.

## **Regulation 5.13 Board and Lodging Allowances**

Under the conditions laid down in the Staff Rules, the OSCE shall pay board and lodging allowances to international mission members, including heads of mission, unless they have the status of permanent resident in the host country of the mission.

### **Rule 5.13.1 — Payment of Board and Lodging Allowance**

- (a) Board and Lodging Allowance (BLA) shall consist of a daily allowance payable by the Organization which is intended to cover at least partially the

living expenses incurred by international mission members assigned or appointed to a mission. Such an allowance shall not be paid to international mission members who are permanent residents of the host country.

- (b) BLA rates shall be established for each Mission by the Secretary General in December each year, and shall remain valid for the following year. In determining BLA rates, the Secretary General shall take account of the costs of accommodation, food and miscellaneous expenses in the mission area.
- (c) BLA shall be paid for the duration of the appointment/assignment commencing from the arrival date of the mission member in the duty station. However, for travel on official business outside the mission area, only 50% of the applicable BLA rate shall be paid in addition to the applicable DSA rate.
- (d) The Head of Mission may approve requests from an international mission member for BLA advances under the conditions specified in Rule 5.02.5.
- (e) For duty stations where for security or other reasons the OSCE provides accommodation for international mission members, the applicable charges for such accommodation shall be deducted from the payment of the applicable BLA rate. In such cases the amount deducted shall not exceed 50 per cent of the BLA.

#### **Regulation 5.14**

##### **Dependency Allowances**

- (a) Under the conditions laid down in the Staff Rules, the OSCE shall pay dependency allowances to eligible fixed-term contracted staff members, including the Secretary General and the heads of institution, as follows:
  - (i) For eligible international staff members, a child allowance shall be paid for each dependent child equal to the amount approved in the United Nations common system. However, such an allowance shall not be paid in respect of the first dependent child if the staff member has no dependent spouse; in this case the staff member shall be remunerated in accordance with the dependency rate of the salary scales;
  - (ii) For each disabled child an annual amount equal to the amount approved by the United Nations General Assembly for the United Nations common system. However if the staff member has no dependent spouse and is entitled, in respect of a disabled child, to be remunerated in accordance with (i) above, the allowance shall be the same as the allowance for a dependent child in (i) above. The age-limit shall not apply in respect of a disabled child;
  - (iii) For eligible local staff members, dependency allowances shall be paid at rates and under conditions as established for each of the duty stations of the OSCE taking into account the United Nations common system.

- (b) The Secretary General shall establish a mechanism to avoid duplication of benefits for the same purpose from different sources which will be elaborated in the Staff Rules.
- (c) If both parents are staff members, only one may claim for dependent children.

**Rule 5.14.1 — Payment of Dependency Benefits**

- (a) Depending on their family status, international fixed-term contracted staff members shall receive salaries either at a single or a dependency rate, as shown in Appendix 3.
- (b) Local fixed-term contracted staff members may receive a dependency benefit for a dependent spouse in the form of spouse allowance, if it has been established for the duty station. The rates of spouse allowance are indicated with the salary scales for local staff.
- (c) Local fixed-term contracted staff members who do not have a spouse and are eligible for child allowance may receive a dependency benefit in the form of a single parent allowance, if such allowance has been established by the United Nations common system on the respective salary scales for the duty station.
- (d) Fixed-term contracted staff members may be entitled to payment of child allowance for each dependent child. The rates of child allowance are shown in Appendix 7, and, in the case of local staff members in the respective salary scale.
- (e) However, in the case of an international fixed-term contracted staff member, who has no dependent spouse, the staff member shall receive for the first child, in lieu of the children's allowance, the dependency rate of salary, in accordance with Rule 5.14.1 (a).
- (f) If a staff member or his/her spouse receives an allowance for a child from any other source, it shall be subtracted from any dependency benefit payable by the OSCE in respect of that child.
- (g) Staff members shall submit in writing to the Secretary General or respective head of institution any claims for the dependency allowances. Such claims shall be supported by documentary evidence. Staff members shall inform in writing any changes in their family or dependency status (e.g., if the child marries or ceases to be in full-time attendance at an educational institution) affecting the payment of the allowance.
- (h) The Secretary General shall issue a Staff Instruction specifying further conditions for payment of dependency allowances.
- (i) The above provisions shall apply *mutatis mutandis* to the Secretary General and the heads of institution.

**Regulation 5.15**  
**Education Grant**

- (a) Under the conditions laid down in the Staff Rules, the OSCE shall pay education grant to eligible international fixed-term contracted staff members, including the Secretary General and heads of institution, in respect of their dependent children.
- (b) The education allowance shall represent 75 per cent of schooling costs actually incurred, in the limits of the maximum education grant set by the United Nations for the respective duty station.
- (c) Special education grants for disabled children, education travel costs and reimbursement of tuition for the teaching of the mother tongue for a dependent child attending local school shall be granted in accordance with the United Nations common system.

**Rule 5.15.1 — Education Allowance**

- (a) An education allowance in respect of each dependent child attending an educational institution may be payable to international fixed-term contracted staff members who are not nationals or permanent residents of the country of the duty station.
- (b) The education allowance shall be payable from the scholastic year following the child's fifth birthday, or in which the child completes his/her fifth year provided this occurs in the first term of that scholastic year.
- (c) The entitlement shall cease when the child is no longer in full-time attendance at an educational institution, or completes four years of post-secondary studies. The allowance shall not be payable beyond the school year in which the child reaches the age of twenty-five years. If the child's education is interrupted for at least one school year by national service, illness or other compelling reasons, the period of eligibility shall be extended by the period of interruption.
- (d) The education allowance shall not be payable in respect of correspondence courses, unless they form an integral part of education process, or for private tuition except as provided for in Rule 5.15.3.
- (e) The schooling costs shall include the cost of enrolment, registration, tuition, prescribed textbooks, courses, costs of boarding, examinations, diplomas, midday meals provided by the educational institution and daily group transportation (school buses) and shall exclude all other fees and charges.
- (f) In the case of attendance at an educational institution outside the duty station of the eligible staff member and in case educational institutions does not provide board, a flat rate covering boarding expenses shall be payable in addition to the 75 per cent of schooling costs up to a maximum education allowance.

- (g) Where attendance is for less than the full school year, the amount of the allowance shall be proportionate to the period of attendance. The school year shall consist of the actual number of days between the first day of the opening term and the last day of the final term at the educational institution attended by the child.
- (h) Where the period of service of the eligible staff member does not cover the full scholastic year, the amount of the allowance for that year shall be that proportion of the allowance otherwise payable which the period of service bears to the full school year.
- (i) Claims for payment of education allowance shall be submitted to the Secretary General or respective head of institution in writing and shall be supported by such documentary evidence as may be required.
- (j) Notwithstanding Rule 5.15.1 (a), a national or the permanent resident of the country of the duty station who at the time of the appointment has been living outside the country of the duty station for the last three years, shall be eligible to receive education allowance in respect of his/her dependent children provided that the children attended an educational institution abroad.
- (k) The maximum admissible expenses, maximum education allowance and flat rate for boarding are shown in Appendix 6.

**Rule 5.15.2 — Education allowance for disabled children**

- (a) For the purpose of the education allowance, a “disabled child” shall mean a child under the age of 25 years who is unable, by reason of physical or mental disability, to attend a normal educational institution and, therefore, requires special teaching or training, on a full-time or part-time basis, to prepare him or her for full integration into society or, while attending a normal educational institution, requires special teaching or training to assist him or her in overcoming the disability.
- (b) The amount of the allowance for each disabled child shall be 100 per cent of the admissible educational expenses actually incurred, up to a maximum education allowance as set in Appendix 6.
- (c) The expenses incurred for local transportation required for a disabled child shall be admissible up to an amount equivalent to twice the cost of normal group transportation arrangements, i.e., the cost of group transportation provided by normal educational institutions at the duty station or organized on a school-wide basis for children attending such institutions.
- (d) The education allowance for disabled children shall be payable from the date on which the special teaching or training is required up to the end of the calendar year in which the child reaches the age of 25 years.

**Rule 5.15.3 — Tuition in the Mother Tongue**

- (a) Expenses for private tuition in the mother tongue at the staff member's duty station may be reimbursed within maximum education allowance subject to the following conditions:
  - (i) Private tuition is given by a qualified teacher who is not a member of the staff member's family;
  - (ii) The staff member serves in a country whose language is different from his/her mother tongue;
  - (iii) The child attends a local school in which instruction is given in a different language from his/her mother tongue.
- (b) Claims for reimbursement for private tuition in the mother tongue shall be submitted in writing and supported by invoice accompanied by the proof of the payments made to the teacher or to the educational institution. The cumulative amount that can be reimbursed in a scholastic year for private tuition in the mother tongue shall not exceed 20% of maximum education allowance for the applicable country.

**Rule 5.15.4 — Education Grant Travel**

- (a) A staff member to whom an education allowance is payable under Regulation 5.15 whose child attends an educational institution outside the duty station shall be entitled to travel expenses for the child of one return journey each school year between the educational institution and the duty station provided that:
  - (i) Such travel expenses shall not be paid if the requested journey is unreasonable, either because of its timing in relation to other authorized travel of the staff member or his/her eligible family members or because of the brevity of the visit in relation to the expense involved;
  - (ii) Where attendance is for less than two thirds of the school year, travel expenses shall not be payable.
- (b) Education grant travel should be requested in writing specifying the school year to which the travel is related and the mode, route and dates of travel. The request for the education travel should be submitted at least six weeks prior to the starting date of such travel.
- (c) The costs of education grant travel shall not exceed the costs of travel between the staff member's place of home leave and his/her duty station.

### **Rule 5.15.5 — Other provisions**

- (a) Financial assistance from any sources in the form of grants, bursaries, scholarships, etc., shall be deducted from the expenses actually incurred. The education allowance shall be calculated on the basis of the remaining admissible expenses.
- (b) The Secretary General shall issue a Staff Instruction specifying further conditions for payment of education grant.
- (c) The above provisions shall apply *mutatis mutandis* to the Secretary General and the heads of institution.

### **Regulation 5.16 Hazard Pay**

Under the conditions laid down in the Staff Rules, the OSCE shall pay hazard pay to eligible OSCE officials working in duty stations designated by the Secretary General, in consultation with the heads of mission, as locations where hazardous conditions prevail.

#### **Rule 5.16.1 — Purpose of Hazard Pay**

Hazard pay shall consist of a form of compensation granted to OSCE officials who are assigned, appointed, or undertake official travel to duty stations where hazardous conditions, such as war or active hostilities, prevail.

#### **Rule 5.16.2 — Authorization of Hazard Pay**

- (a) The Secretary General, in consultation with the heads of mission, shall be responsible for determining those duty stations qualified as hazardous, taking into account, if available, the recommendations of the Chairman of the International Civil Service Commission.
- (b) Such a determination shall remain valid for a period of up to three months at a time, and shall be subject to ongoing review. The application of hazard pay shall be lifted when hazardous conditions are deemed by the Secretary General to have abated. The Secretary General shall inform the Permanent Council of any changes in the hazard status of OSCE duty stations.

#### **Rule 5.16.3 — Amount of Hazard Pay**

- (a) For international mission members, hazard pay shall be set at EUR 30 per day. Hazard pay shall not be payable for periods of annual leave or any special leave.
- (b) For locally contracted mission members, hazard pay shall be set at 20 per cent of the G4 Step 6 daily salary (annual salary divided by 365) taking into account applicable salary scale.

- (c) OSCE officials travelling on official business outside of their host country to duty stations where hazard pay has been authorized shall receive the amount specified in (a) above.

### **Regulation 5.17 Special Post Allowance**

Under the conditions laid down in the Staff Rules, the OSCE shall pay special post allowances to eligible fixed-term contracted staff/mission members who are temporarily assigned to higher level posts in accordance with Regulation 3.12.

#### **Rule 5.17.1 — Special Post Allowance**

- (a) In accordance with Regulation 3.12 (a), when instructed to do so, contracted staff/mission members shall assume, as a normal part of their work and without extra compensation, all or part of the duties and responsibilities of higher-grade posts, the incumbents of which are absent, on leave, or which are vacant.
- (b) When a fixed-term contracted staff/mission member is called upon to assume temporarily the duties and responsibilities of a vacant or non-encumbered higher grade contracted post, a special post allowance shall be payable, with effect from the beginning of the fourth consecutive month of such service. If the functions of the post are classified at a level that is greater than the next higher grade of the contracted staff/mission member, the special post allowance shall be paid with effect from the first day of such service. The allowance shall be of a temporary nature and shall not have any impact on calculations of social security components. The amount of the allowance shall be calculated as described in paragraph (c) below, paid on monthly basis and if necessary, prorated based on the number of days served on special post allowance. The maximum period of temporary service in a higher level post shall not exceed twelve consecutive months.
- (c) The amount of special post allowance shall be equivalent to the salary increase that the contracted staff/mission member would have received had he/she been placed one grade higher than his/her current grade under Rule 5.04.3. The regular step increment that becomes due during the period of temporary assignment at a higher grade shall be taken into account and the special post allowance shall be adjusted accordingly.
- (d) The Secretary General, on an exceptional basis, may authorize payment of special post allowance to the fixed-term contracted staff/mission members who temporarily assume the responsibilities of a vacant or non-encumbered and advertised seconded post. The requests for such an allowance shall be submitted together with a properly developed Job Description for the seconded post in question. In such exceptional cases, effective date, amount and duration of the special post allowance shall be determined on the basis of the



criteria outlined by paragraphs (b) and (c) above. Payment of this allowance shall be subject to availability of funds under the respective Main Programme.

**Article VI**  
**SOCIAL SECURITY AND PROVIDENT FUND**

**Regulation 6.01**  
**OSCE Social Security Scheme**

(a) Under the conditions specified in the present Article and in the Staff Rules, the OSCE shall contribute to:

- (i) Health insurance for contracted OSCE officials;
- (ii) Pension insurance for fixed-term contracted OSCE officials;
- (iii) Accident and life insurance connected with the performance of official duties for OSCE officials;
- (iv) Emergency medical evacuation insurance for OSCE officials.

(b) The Secretary General shall make arrangements, either with insurers or through self insurance, for the four insurance branches listed in (a) above, hereinafter referred to as OSCE schemes.

(c) OSCE officials shall, in no case, have double social security coverage at the expense of the OSCE.

**Regulation 6.02**  
**OSCE Health Insurance Scheme**

(a) Contracted OSCE officials shall participate in the OSCE health insurance scheme, unless they are authorized by the Secretary General to participate in any other health insurance scheme. In case the official concerned opts for any other health insurance scheme, the OSCE shall contribute the employer's share of either the other scheme or the OSCE health insurance scheme, whichever is lower. Participation in another health insurance scheme shall be further regulated under the Staff Rule 6.02.2.

(b) The OSCE shall contribute 50 per cent of the cost of health insurance for eligible OSCE officials who participate in the OSCE health insurance scheme. The OSCE shall also contribute 50 per cent of the cost for their spouse and dependent children.

(c) The OSCE shall not contribute to a supplementary health insurance scheme.

(d) Seconded OSCE officials shall provide the OSCE with evidence that they have appropriate and sufficient health insurance coverage. Should they wish to participate in the OSCE health insurance scheme, they shall contribute to it at their own expense.

(e) Full contributions of seconded OSCE officials in the field operations to the OSCE health insurance scheme for themselves and, as the case may be, for their spouse and children under Rule 6.02 shall be deducted from their Boarding and Lodging Allowances, unless otherwise provided in the arrangements made with seconding countries. Seconded staff members shall make the payment of premiums at least one month in advance of the due date for themselves, and as the case may be, for their spouse and dependent children, by bank transfer to the OSCE.

**Rule 6.02.1 — Participation in a health insurance scheme**

All OSCE officials shall have a health insurance coverage. Their participation in a given health insurance scheme shall be specified in their letters of appointment or terms of assignment.

**Rule 6.02.2 — Health insurance coverage of contracted OSCE officials**

Contracted OSCE officials shall participate in the OSCE health insurance scheme. However, they may participate in another scheme in the following cases:

- (a) International OSCE officials may request permission to participate in a health insurance scheme recognized by the Secretary General as providing coverage comparable to the OSCE health insurance scheme;
- (b) Local staff members may request to participate in the health insurance branch of the national social security scheme of the host country;
- (c) Local mission members may be required to participate in the health insurance branch of the national social security scheme of the host country if the head of mission, in consultation with the Secretary General, considers such a participation more appropriate than the participation in the OSCE health insurance scheme.

**Rule 6.02.3 — Health insurance coverage of seconded OSCE officials**

- (a) The OSCE shall not contribute to the health insurance coverage of seconded OSCE officials.
- (b) Should the OSCE consider that the evidence provided by seconded OSCE officials does not demonstrate that their health insurance coverage is valid worldwide, including war-risk areas, the OSCE shall enrol the seconded OSCE officials concerned into the OSCE health insurance scheme.

**Rule 6.02.4 — Health insurance coverage of spouses and children**

- (a) Fixed-term contracted OSCE officials may request that the OSCE enrol their spouse and children into the same health insurance scheme as theirs.
- (b) Fixed-term seconded OSCE officials who participate in the OSCE health insurance scheme may request that their spouse and children also participate in the OSCE health insurance scheme.

- (c) The OSCE shall contribute 50 per cent of the cost of health insurance for the fixed-term contracted OSCE officials' spouse and children as defined in Rule 5.02.2, for whom the said officials have requested their enrolment into the same health insurance scheme as theirs. The OSCE shall discontinue contributions for a child who ceases to be dependant as defined by Rule 5.02.2 or is no longer eligible for the education allowance as defined by Rule 5.15.1.
- (d) The OSCE shall not contribute to the participation in a health insurance scheme of spouses and children of:
  - (i) Short-term OSCE officials;
  - (ii) Seconded OSCE officials;
  - (iii) Fixed-term contracted OSCE officials, when the spouse and children are enrolled in a health insurance scheme different of that of the officials.

**Rule 6.02.5 — OSCE temporary incapacity insurance scheme of fixed-term contracted OSCE officials**

- (a) Fixed-term contracted OSCE officials participating in the OSCE health insurance scheme shall also be required to participate in a temporary incapacity insurance scheme.
- (b) The OSCE shall contribute 50 per cent of the cost of the premium of the OSCE temporary incapacity insurance scheme.
- (c) The terms and conditions of the OSCE temporary incapacity insurance scheme shall be specified in Appendix 13 to the Staff Regulations and Rules.

**Regulation 6.03  
OSCE Provident Fund**

- (a) Fixed-term contracted OSCE officials shall participate in the OSCE Provident Fund, unless they are authorized by the Secretary General to participate in any other pension insurance scheme. In case the official concerned opts for any other pension insurance scheme, the OSCE shall contribute the employer's share of either the other scheme or the OSCE Provident Fund, whichever is lower. Participation in another pension insurance scheme shall be further regulated under the Staff Rule 6.03.2.
- (b) The OSCE shall contribute an amount of 15 per cent and the OSCE Official 7.5 per cent of the OSCE official's net base salary, including post adjustment, if applicable, for the account of any OSCE official participating in the Provident Fund of the OSCE.
- (c) OSCE Provident Fund benefits shall be paid in accordance with the Staff Rules.

### **Rule 6.03.1 — OSCE Provident Fund**

The OSCE Provident Fund shall be established by the Secretary General for the benefit of fixed-term contracted OSCE officials and shall be administered in accordance with Appendix 8 of the present Rules.

### **Rule 6.03.2 — Participation in the OSCE Provident Fund or a pension insurance scheme**

- (a) The OSCE shall enrol fixed-term contracted OSCE officials into the OSCE Provident Fund, except in the following cases:
  - (i) International OSCE officials may request permission to participate in a pension insurance scheme recognized by the Secretary General as providing an appropriate pension insurance;
  - (ii) Local staff members may request participation in the pension insurance branch of the national social security scheme of the host country;
  - (iii) Local mission members may be required to participate in the pension insurance branch of the national social security scheme of the host country if the head of mission, in consultation with the Secretary General, considers such participation more appropriate than the participation in the OSCE Provident Fund.
- (b) Participation in the OSCE Provident Fund or in a given pension insurance scheme shall be specified in letters of appointment.

### **Rule 6.03.3 — Contributions to the OSCE Provident Fund**

- (a) The basis for the calculation of contributions to the OSCE Provident Fund shall be:
  - (i) The monthly net salary, including post adjustment, for international fixed-term contracted staff members, including the Secretary General and the heads of institution;
  - (ii) The monthly net salary for local fixed-term contracted staff/mission members and international fixed-term contracted mission members.
- (b) The OSCE shall not contribute to any pension insurance scheme for short-term contracted OSCE officials and seconded OSCE officials.

### **Rule 6.03.4 — OSCE Provident Fund benefits**

- (a) Upon separation from the OSCE, a participant shall be entitled to the payment of a separation benefit corresponding to the amount resulting from the investment of both the OSCE contributions and the participant's contributions. However, in the event that the participant leaves the OSCE without having contributed to the OSCE Provident Fund for at least six months, the separation

benefit shall correspond to the sum resulting from the investment of the participant's contributions only. In the event of the death of a participant in the OSCE Provident Fund, his/her designated beneficiaries under Rule 5.02.3 (a) shall be entitled to the payment of a death benefit corresponding to the amount resulting from the investment of both the OSCE contributions and the participant's contributions. The Secretary General may authorize, on an exceptional basis, withdrawal from the investment of both the OSCE contributions and the participant's mandatory contributions during the employment with the OSCE, provided that such exceptional requests are related to compelling health reasons only, are concerning staff/mission members or their primary or secondary dependents, and are properly justified and documented.

- (b) Pension benefits paid by a pension insurance scheme other than OSCE Provident Fund shall be in accordance with the said scheme.
- (c) Separating staff/mission members may request that the corresponding OSCE and participant mandatory contributions be paid directly to the staff/mission member in his/her last month of service.

#### **Regulation 6.04 OSCE Accident and Life Insurance Scheme**

Under the conditions specified in the Staff Rules, the OSCE shall pay the cost of accident and life insurance, the purpose of which shall be to pay benefits to OSCE officials in case of injury, illness, death or disability attributable to the performance of official duties.

##### **Rule 6.04.1 — OSCE Accident and Life Insurance Scheme**

- (a) The Secretary General shall make provision for insuring OSCE officials in case of injury, illness, death or disability attributable to the performance of official duties.
- (b) OSCE officials shall participate in the OSCE accident and life insurance scheme, for which the OSCE shall pay the corresponding premium. However, those contracted OSCE officials who participate in the health insurance scheme of the national social security scheme of the host country shall participate in the work-related accident and life insurance branch of this scheme.

##### **Rule 6.04.2 — Compensation**

- (a) Compensation for OSCE officials covered by the work-related accident and life insurance branch of the national social security scheme of the host country shall be in accordance with that scheme.
- (b) Compensation for OSCE officials covered by the OSCE accident and life insurance scheme shall be in accordance with Appendix 9 of the present Rules.

**Regulation 6.05**  
**OSCE Emergency Medical Evacuation Insurance Scheme**

Under the conditions specified in the Staff Rules, the OSCE shall pay the cost of insurance for emergency medical evacuation:

- (i) For international mission members; and
- (ii) For OSCE officials when they are on duty travel.

**Rule 6.05.1 — OSCE Emergency Medical Evacuation Insurance Scheme**

- (a) The Secretary General shall make provision for emergency medical evacuation of international mission members and of OSCE officials travelling on official business, for which the OSCE shall pay full premium.
- (b) The terms and conditions of such insurance shall be specified in Appendix 11 of the present Rules.

**Regulation 6.06**  
**OSCE Contributions to Social Security Schemes other than the OSCE Scheme**

(a) For contracted OSCE officials participating in the national social security scheme of the host country, the OSCE shall contribute the share of the contributions which, in accordance with the scheme, is payable by the employer in respect of the employee, normally for each branch to which the OSCE contributes in accordance with this Article.

(b) For contracted OSCE officials who are authorized to continue participation in another scheme, the OSCE shall reimburse, upon submission of documentary evidence proving payment, the employer's contribution for the corresponding scheme up to an amount equivalent to the lower of the two employer's contributions within the following limits:

- (i) For health insurance, 50 per cent of the total cost, up to a limit corresponding to 50 per cent of the total cost of the OSCE Health Insurance Scheme;
- (ii) For pension insurance, up to 15 per cent of their monthly net salary, including post adjustment, if applicable.

**Rule 6.06.1 — Contributions to the National Social Security Scheme of the Host Country**

Depending on the arrangements made by the OSCE with the national social security scheme of the host country, the contributions shall be paid:

- (a) Either in whole by the contracted OSCE officials authorized to participate therein, and the OSCE shall reimburse them the share of contribution which is payable by the employer in respect of the employee in accordance with the scheme;

- (b) Or in full by the OSCE to the scheme after deduction of the employee's share from the monthly net salary.

**Rule 6.06.2 — Contributions to Other Social Security Schemes**

- (a) Contracted OSCE officials who have been authorized by the Secretary General to participate in a social security scheme other than the OSCE scheme or the national social security scheme of the host country, shall pay the full contributions thereto.
- (b) The OSCE shall reimburse:
  - (i) 50 per cent of the total cost of health insurance up to a limit corresponding to 50 per cent of the total cost of the OSCE health insurance scheme;
  - (ii) Two-thirds of the cost of pension insurance within the limit of 15 per cent of their monthly net salary, including post adjustment if applicable.

**Rule 6.06.3 — Basis for the calculation of the contributions**

The contributions paid in respect of fixed-term international contracted staff members, including the Secretary General and the heads of institution, shall be calculated on the basis of the monthly net salary, including post adjustment. For other contracted OSCE officials, the basis shall be the monthly net salary, unless otherwise provided in the national social security scheme of the host country.

**Rule 6.06.4 — Documentary evidence proving payment**

The OSCE shall reimburse contracted OSCE officials who have made an advanced payment of the OSCE contributions under Rule 6.06.1 (a) or Rule 6.06.2, upon submission of documentary evidence proving payment of such contribution for each branch to which the OSCE contributes in accordance with Article VI of the Staff Regulations. Should contributions have been paid for insurance branches to which the OSCE does not contribute, the contracted OSCE officials in question shall not be entitled to any reimbursement from the OSCE.



## **Article VII WORKING HOURS AND LEAVE**

### **Regulation 7.01 Working Hours**

- (a) The working week and working hours shall be defined by the Secretary General and the heads of institution/mission, according to the normal practice at the respective duty stations and be included in the Staff Rules.
- (b) The Staff Rules shall specify the conditions under which overtime may be compensated, as well as the conditions applicable to part-time work, night work and service outside normal working hours.
- (c) The Secretary General, in consultation with the heads of institution and missions, shall decide which days are to be observed as holidays at each duty station. There shall be nine OSCE holidays in each calendar year.

#### **Rule 7.01.1 — Normal Working Week**

- (a) The normal working week shall consist of forty working hours, divided into five working days of eight hours each. However, depending on the nature of the post, the working hours may be organized differently and may include night or shift work, as specified in the letter of appointment or terms of assignment of the staff/mission member concerned.
- (b) OSCE officials shall work beyond the normal working hours if required.

#### **Rule 7.01.2 — Part-time employment**

- (a) Part-time employment may be undertaken either:
  - (i) If a post has been established on a part-time basis; or
  - (ii) If the Secretary General or the respective head of institution or head of mission has authorized contracted staff/mission members to temporarily work on a part-time basis, for a period not exceeding one year. Subject to prior approval by the respective seconding country, part-time employment may also be granted, on a temporary basis, to seconded staff/mission members.
- (b) Salaries and allowances of part-time staff/mission members shall be prorated according to their working time.
- (c) Part-time employment on a fixed-term basis shall not affect the maximum period of service in a post or in the OSCE.

**Rule 7.01.3 — Overtime**

- (a) Overtime shall be understood as the hours worked outside the normal working day of the staff/mission member concerned.
- (b) Overtime shall be only compensated to local staff/mission members, except National Professional staff, under the following conditions:
  - (i) Overtime must be authorized by the relevant supervisor;
  - (ii) The number of overtime hours shall be compensated at the rate of 1.5 times the period of overtime worked;
  - (iii) The compensation shall consist of either time off, or, subject to the availability of funds, additional payment. If the payment is authorized, the rate for overtime shall be calculated on the basis of the annual net base salary divided by 2080 hours;
  - (iv) The maximum number of overtime hours worked for compensation shall normally not exceed forty worked hours per month. The Secretary General, the respective Head of Institution or the respective Head of Mission may authorize, on an exceptional basis, compensation for overtime hours exceeding forty worked hours per month, up to a maximum of eighty hours per month, within the limits of resources available in their approved budget, and provided that the same staff/mission members shall not be exposed to such excessive working hours more than four months in a given calendar year. Any safety risks or potential liability that may result from overtime work performed by certain categories of staff shall be taken into account by the respective managers when considering the need for overtime work.
- (c) Local staff/mission members required to work in shifts or having a regular night or weekend duty within the regular number of working hours per week shall not be entitled to compensation for overtime.
- (d) The overtime hours performed by a staff/mission member working on a part-time basis shall be compensated:
  - (i) At the rate of one time the period of overtime worked below the eight-hour normal working day; and
  - (ii) At the rate of 1.5 times the period of overtime worked beyond the eight-hour normal working day.

**Rule 7.01.4 — Additional day**

Notwithstanding the number of official holidays and in recognition of the diversity of the OSCE area, fixed-term OSCE officials may designate an additional day, not included in the official holidays of the OSCE, to observe a national, religious or cultural event of their choice. This day shall not be charged to annual leave.

**Regulation 7.02**  
**Annual Leave**

- (a) OSCE officials shall be entitled to annual leave at the rate of two-and-a-half working days per month.
- (b) Leave shall only be taken when authorized in advance by the supervisor.
- (c) In the case of the Secretary General, the heads of institution and the heads of mission, leave shall be authorized by the Chairmanship.

**Rule 7.02.1 — Accumulation and Granting of Annual Leave**

- (a) Annual leave may be taken in units of days and half days subject to the exigencies of service.
- (b) OSCE Officials may not carry more than 30 days of accrued annual leave beyond 31 December each year, unless an OSCE official was unable to take annual leave for reasons of extended period of certified sick leave, maternity leave, paternity leave, adoption leave and/or special leave without pay. In such cases, the OSCE official may carry over an excess of 30 days. Any excess of 30 days carried over shall, subject to the exigencies of service, be utilized within the first six months after returning to work or it shall be forfeited.
- (c) In case the appointment/assignment starts after the first day of the month, the annual leave entitlement shall be prorated and half day of annual leave shall be given for every six calendar days.
- (d) In exceptional circumstances, a fixed-term staff/mission member may be granted in writing by his/her supervisors advance annual leave up to a maximum of 15 days, provided his/her service is expected to continue for the period necessary to accrue the leave so advanced.
- (e) Upon separation from the OSCE, contracted OSCE officials shall receive payment for unused annual leave days, up to a maximum of thirty days, calculated on the basis of the monthly net salary, including post adjustment, if applicable.
- (f) No compensation shall be paid to seconded OSCE officials and short-term international contracted mission members appointed to a post open for secondment who upon separation have unused annual leave days. The assignment shall not be extended for the sole purpose of utilizing unused annual leave days.

**Regulation 7.03**  
**Home Leave**

- (a) Under the conditions and limits specified in the Staff Rules, home leave shall be granted to:
- (i) International fixed-term contracted staff members, including the Secretary General and heads of institution, once every two years;
  - (ii) International fixed-term mission members, including the heads of mission, once every year.
- (b) Travel expenses incurred shall be reimbursed by the OSCE under the conditions specified in the Staff Rules.

**Rule 7.03.1 — Place of home leave**

- (a) The place of home leave shall be:
- (i) The place with which the eligible international fixed-term contracted OSCE official has the closest residential ties within one of the OSCE participating States;
  - (ii) The place with which the eligible seconded OSCE official has the closest residential ties in the seconding country.
- (b) The Secretary General or the respective head of institution/mission may exceptionally authorize another place of home leave provided that the change does not imply any additional costs for the OSCE.

**Rule 7.03.2 — Periodicity of home leave**

- (a) To be eligible to use his/her home leave entitlement:
- (i) An international fixed-term contracted staff member must have served at least one year within the two year qualifying period referred to in Regulation 7.03 (a) (i);
  - (ii) An international fixed-term mission member must have served at least six months within the one year qualifying period referred to in Regulation 7.03 (a) (ii).
- (b) Staff/mission members who have utilized their home leave entitlement and leave the OSCE prior to completing the qualifying period, shall be requested to reimburse the costs incurred by the OSCE in respect of the home leave entitlement. The amount to be reimbursed shall be calculated by prorating the costs of home leave travel for the remaining months of the qualifying period.
- (c) If the home leave entitlement is not used within the qualifying period or during subsequent six month period, the entitlement shall be forfeited.

### **Rule 7.03.3 — Travel expenses**

- (a) The OSCE shall cover the cost of travel expenses with regard to travel on home leave for the eligible OSCE officials within the limits and under the conditions specified in Staff Rule 5.08.4.
- (b) The OSCE shall cover the cost of travel expenses of the spouse and dependent children who reside, at the duty station, with the international fixed-term contracted staff members, including the Secretary General and heads of institution.

### **Regulation 7.04 Special Leave**

- (a) OSCE officials shall be entitled to special leave on full pay, without charging to existing annual leave balances, for the following reasons:
  - (i) Marriage of the OSCE official: two days;
  - (ii) Death of spouse/child/parent/parent-in-law/sibling: four days;
- (b) Whenever OSCE officials have to travel for the purposes of special leave defined in (a) above, they shall be granted additional days-off either as annual leave or leave without pay sufficient to undertake a return journey.
- (c) Special leave for reasons other than those mentioned in (a) above may be granted for exceptional reasons and in the interest of the OSCE, and, in the case of seconded staff/mission members, where their national legislation so provides, in accordance with the conditions specified in the Staff Rules.
- (d) International fixed-term mission members serving in duty stations where extreme hardship or hazardous conditions prevail, may be granted rest and recuperation leave under the conditions specified in the Staff Rules.

### **Rule 7.04.1 — Special Leave**

For seconded staff/mission members, special leave may be granted in excess of those periods specified in the Staff Regulations and Rules where the national legislation of the seconding country so provides. The cost of such leave will be borne by the seconding country and will not be charged to the OSCE budget.

### **Rule 7.04.2 — Special Leave Without Pay**

- (a) Fixed-term staff/mission members who have served in the OSCE for at least one year may be granted special leave without pay for a maximum period of six months by the Secretary General or the respective head of institution/mission, subject to the exigencies of service and approval of the seconding country in the case of a seconded staff/mission member.

- (b) Except under exceptional circumstances, special leave without pay shall not be granted beyond the expiry date of the appointment/assignment.
- (c) All instances of special leave without pay, unless granted pursuant to Staff Rule 7.06.6, shall not cumulatively exceed six months in any five-year consecutive period of service.
- (d) Staff/mission members shall not accrue service credits towards salary increment, sick leave, annual leave, home leave and rest and recuperation leave, termination indemnity or repatriation grant as of the second month of special leave without pay. For the purpose of the calculation of the total length of service, special leave without pay shall not be considered as service period.
- (e) Special leave without pay shall not exempt the concerned staff/mission members from their obligations under Article II of the Staff Regulations and under the Code of Conduct.
- (f) The OSCE shall not contribute to social security of the staff/mission members on special leave without pay. Such staff/mission members shall be required to specify whether they wish to continue participation in the relevant social security schemes, in which case, they shall pay the corresponding employer's and employee's shares. Alternatively, they may opt for their coverage to be discontinued during their special leave.

**Rule 7.04.3 — Rest and Recuperation Leave**

- (a) Fixed-term international mission members, including heads of mission, continuously serving at duty stations designated as hazardous or hardship duty stations, shall accrue one day of rest and recuperation leave for every month of service.
- (b) Rest and recuperation leave can be taken in conjunction with any other type of leave.
- (c) Not more than six days of rest and recuperation leave can be accrued at a time.
- (d) Unused rest and recuperation leave entitlement at the expiry of the appointment/assignment or transfer to another duty station where rest and recuperation leave entitlement does not apply shall be forfeited.
- (e) Once every twelve months the OSCE shall cover the travel expenses in connection with rest and recuperation leave within the limit of the home leave travel costs.
- (f) Mission members who have utilized their entitlement to rest and recuperation leave travel and leave the OSCE prior to completing the qualifying period of twelve months or are transferred to another duty station where entitlement to rest and recuperation leave does not apply, shall be requested to reimburse the costs incurred by the OSCE in respect of this travel. The amount to be

reimbursed shall be calculated by prorating the costs of rest and recuperation leave travel for the remaining months of the qualifying period.

## **Regulation 7.05**

### **Sick Leave**

OSCE officials who are unable to perform their duties because of illness or injury, or whose attendance is prevented by public health requirements, shall be granted sick leave under the conditions specified in the Staff Rules.

#### **Rule 7.05.1 — Reporting of Sick Leave**

- (a) Staff/mission members shall inform their supervisors of absence due to illness or injury on the day they are unable to report to work, unless the circumstances prevent them from doing so.
- (b) The Secretary General and the heads of institution/mission shall inform their office and the Chairmanship if they are absent due to illness or injury.
- (c) When sickness of more than three consecutive working days occurs within a period of annual leave, sick leave may be approved on production of an appropriate medical certificate and the annual leave balance may be adjusted.

#### **Rule 7.05.2 — Certified Sick Leave**

- (a) Any absence supported by a medical certificate from a duly qualified medical practitioner shall be considered as certified sick leave.
- (b) Fixed-term contracted staff/mission members, including the Secretary General and the heads of institutions, shall be granted sick leave of 65 working days on full pay and 65 working days on half pay every two-year period. Unused sick leave entitlement shall be carried forward into the next two-year period up to 195 working days on full pay and 195 working days on half-pay. During a two-year period not more than 195 working days on full pay and 195 working days on half-pay shall accrue.
- (c) Entitlement to sick leave shall lapse on the expiry date of the fixed-term appointment. However, if the certified sick leave goes beyond the expiry date, the appointment may be extended accordingly, up to the exhaustion of sick leave entitlements.
- (d) Fixed-term contracted OSCE officials shall not accrue any form of leave in the following cases:
  - (i) As of the fourth consecutive month on certified sick leave. When certified sick leave is on a partial basis, the accrual of all forms of leave shall be pro-rated;

- (ii) For the period of extension of their appointments granted for the purpose of sick leave under paragraph (c) above.
- (e) Seconded staff/mission members, including the heads of mission, shall accrue credits towards certified sick leave at the rate of two working days for each month of service. Upon assignment, they shall be credited with the full amount of sick leave to which they are entitled for the corresponding duration of their assignment. Seconded members with no break in service shall be able to carry forward up to 24 days of sick leave entitlements.
- (f) Short-term contracted staff/mission members shall accrue credits towards certified sick leave at the rate of two working days for each month of service. Upon appointment, they shall be credited with the full amount of sick leave to which they are entitled for the corresponding duration of their appointment. Unused sick leave credits shall not be carried forward into the new appointment.
- (g) In the event that an OSCE official leaves the OSCE before having completed the qualifying period for his/her sick leave entitlement, certified sick leave entitlement shall be recalculated on the basis of the actual period of service. Sick leave taken in excess shall be deducted from annual leave balance or, if there is no annual leave balance remaining shall be considered as special leave without pay.
- (h) Any sick leave of contracted OSCE officials participating in a national health insurance scheme shall be reported to that scheme for payment of benefits due from that scheme. Such benefits shall be deducted from the amount payable by the OSCE under (b) or (f).

**Rule 7.05.3 — Uncertified Sick Leave/family-related leave**

- (a) Fixed-term OSCE officials shall be entitled up to three consecutive working days as uncertified sick leave, provided that in one calendar year the total number of uncertified sick leave days does not exceed six working days. For appointments/assignments not covering the calendar year period, the entitlement shall be prorated.
- (b) Part or all of this entitlement may be used to attend to family-related emergencies, or for maternity or paternity leave in case of birth or adoption of a child, in which case the limitation of three consecutive working days shall not apply.
- (c) Any sick leave which is not certified and which exceeds the uncertified sick leave entitlement shall be deducted from the annual leave balance. In case where there is no annual leave balance remaining, the absence shall be counted as leave without pay.



#### **Rule 7.05.4 — Prolonged Sick Leave**

- (a) Depending on the exigencies of service, the Secretary General and the respective head of institution/mission may decide to grant special leave without pay where the staff/mission member continues to be incapacitated for service after exhaustion of all sick and annual leave entitlements, provided that the request for leave without pay is supported by an indication from a duly qualified medical practitioner of the anticipated length of recovery period. For seconded staff/mission members, such leave shall be subject to the prior approval of the seconding country.
- (b) Staff/mission member may be required at any time during sick leave to submit a medical certificate regarding his/her health or to be examined by a medical practitioner selected by the Secretary General or a head of institution/mission. Further sick leave may be refused if the Secretary General or the respective head of institution/mission, on the basis of such certificate or examination, determines that the staff/mission member shall return to duty.

#### **Rule 7.05.5 — Sick leave as a result of accident on duty**

OSCE officials who have incurred illness or suffered injury in the performance of official duties shall be granted additional sick leave upon exhaustion of their sick leave entitlements on full pay either until they have recovered or until their appointment/assignment is terminated for medical reasons in accordance with Rule 4.02.4. Their appointments/assignments shall be extended for the purpose of the additional sick leave on full pay, subject to the prior approval of the seconding countries for seconded OSCE officials. However, where applicable, their appointments/assignments shall not be extended beyond the ten-year maximum length of service referred to in Regulation 3.11.

### **Regulation 7.06**

#### **Maternity, Paternity and Adoption Leave**

- (a) Under the conditions specified in the Staff Rules, female OSCE officials shall be entitled to maternity leave of sixteen consecutive weeks. This period may be extended by two weeks in the event of a multiple birth.
- (b) Under the conditions specified in the Staff Rules, OSCE officials shall be entitled to paternity and adoption leave.
- (c) The period of service in relation to maternity, paternity and adoption leave, including special leave without pay taken in connection with such leave, shall not be calculated towards the total length of service as provided for in Regulation 3.08.

#### **Rule 7.06.1 — Conditions for Entitlement**

- (a) The entitlement for maternity and adoption leave on full pay shall be applicable to fixed-term staff/mission members.

- (b) The same provisions shall apply to the Secretary General and head of institution/mission.

**Rule 7.06.2 — Maternity leave**

- (a) Maternity leave shall commence six weeks prior to the anticipated date of birth indicated by a recognized medical practitioner. However, at the individual's request and upon production of a certificate from a duly qualified medical practitioner that she is fit to continue to work, the absence may be permitted to commence less than six weeks from the anticipated date of birth.
- (b) The post-delivery leave shall extend for a period of not less than ten weeks after the date of birth. This period may be extended by adding any unused portion of uncertified sick leave provided for in Rule 7.05.3.
- (c) Sick leave shall not be granted for the duration of maternity leave except where serious medical complications arise. Annual leave shall accrue during the period of maternity leave.
- (d) Any maternity leave of contracted OSCE officials participating in a national health insurance scheme shall be reported to that scheme for payment of benefits due from that scheme. Such benefits shall be deducted from the amount equivalent to their full pay during the period of maternity leave.
- (e) If both spouses are OSCE officials, an unused period of maternity leave may be used as paternity leave.
- (f) After completing maternity leave, a staff/mission member shall be allowed time off for up to two hours daily, in order to nurse her child below the age of 1 year.

**Rule 7.06.3 — Paternity leave**

- (a) Fixed-term staff/mission members shall be granted paternity leave on full pay for a total period of four weeks, or in the case of international fixed-term mission members serving at a non-family duty station, eight weeks. The staff member may take the paternity leave either continuously or in separated periods during the year following the birth of the child up to its first birthday.
- (b) Annual leave shall accrue during the period of paternity leave.

**Rule 7.06.4 — Adoption leave**

- (a) Subject to the exigencies of service, OSCE officials shall be entitled to adoption leave upon evidence of fully recognized adoption for children below 18 or for disabled children below 25.
- (b) The adoption leave shall not exceed ten weeks after the adoption.
- (c) Sick leave shall not be granted for the duration of adoption leave.

- (d) If both spouses are OSCE officials, the period of adoption leave not used by one spouse may be used by the other spouse.

**Rule 7.06.5 — Extension of appointments/assignments during maternity, paternity or adoption leave**

In the event that the expiry date of an appointment/assignment falls within the period of maternity leave and without prejudice to Regulations 3.08 and 3.11:

- (a) The appointment of a fixed-term staff/mission member shall be extended at least until the end of the maternity, paternity or adoption leave or the special leave without pay in connection with maternity/paternity/adoption leave;
- (b) The assignment of a fixed-term seconded staff/mission member shall expire at the end of the assignment, unless it has been decided, in agreement with the seconding country, to extend the assignment and that the seconded staff/mission member has undertaken to resume her work upon expiry of her maternity leave.

**Rule 7.06.6 — Special leave without pay in connection with maternity, paternity or adoption leave**

- (a) Fixed-term contracted staff/mission members entitled to maternity, paternity or adoption leave may, after the exhaustion of their maternity, paternity or adoption leave entitlements be granted, special leave without pay up to the first birthday of the child. Subject to agreement by the seconding authority, seconded fixed-term staff/mission members may also be granted special leave without pay up to the first birthday of the child.
- (b) If the special leave without pay goes beyond the expiry date of the appointment/assignment, the appointment/assignment shall be extended accordingly. After the leave, the staff/mission member shall have the right to return to the post he/she occupied before special leave without pay.
- (c) The provisions of Rule 7.04.2 (c), (d), (e) and (f) shall apply *mutatis mutandis* to such leave, except that for the purpose of the calculation of the total length of service, such special leave without pay shall not be considered as period of service according to Regulation 3.08.

## **Article VIII STAFF RELATIONS**

### **Regulation 8.01 Staff Relations**

The Secretary General, the heads of institutions and the heads of mission shall establish and maintain continuous contact and communication with all staff/mission members in order to ensure their effective participation in identifying, examining and resolving issues relating to staff welfare, including conditions of work and other personnel policies. The Secretary General shall provide guidelines for this purpose.

### **Regulation 8.02 Staff Representation**

- (a) Staff/mission members shall have the right to elect staff representatives. Staff Rules shall specify the conditions under which staff representation in the Secretariat, the institutions and the missions is organized and define the criteria for eligibility to elect or to be elected as staff representatives.
- (b) Staff representative bodies shall be composed in such a way as to afford equitable representation of all staff/mission members in the Secretariat or their respective institution or mission.
- (c) The activities of the representative staff bodies shall not impose an excessive burden on the Unified Budget.

#### **Rule 8.02.1 — Constitution of the Staff Committee**

- (a) A staff representative body, hereinafter referred to as the “Staff Committee”, elected by the staff/mission members shall be established at the Secretariat and in the institutions and missions where there are twenty staff/mission members at least.
- (b) A Staff Committee shall consist of two to five staff representatives, as determined by the Secretary General or the respective head of institution/mission where a Staff Committee is to be constituted.
- (c) The terms of reference of the Staff Committee shall be specified in a Staff Instruction issued by the Secretary General.
- (d) For institutions and missions where there are between ten and nineteen staff/mission members, a single staff representative shall be elected.

**Rule 8.02.2 — Election of Staff Representatives**

- (a) Election of staff representatives shall take place once in every two years, by secret ballot.
- (b) Every fixed-term staff/mission member is eligible to elect staff representatives in the Secretariat or the respective institution/mission.
- (c) The staff representatives shall be elected from among fixed-term staff/mission members who have successfully completed their probationary period and been continuously employed for at least six months.
- (d) A Staff Instruction issued by the Secretary General shall list the posts which make their incumbents ineligible to be elected as staff representatives, and specify the procedure for the election of staff representatives.

**Rule 8.02.3 — Role of the Staff Representatives**

Without prejudice to the right of any individual staff/mission member to make representations to the Secretary General or the respective head of institution/mission, the staff representatives shall be entitled to effective participation in identifying, examining and resolving issues relating to staff welfare, including conditions of work and other personnel policies, and shall be entitled to make proposals on behalf of the staff to the Secretary General or their respective head of institution/mission, who shall bring it to the attention of the Secretary General if it affects general conditions of employment.

## **Article IX DISCIPLINARY PROCEDURE**

### **Regulation 9.01 Misconduct Warranting Disciplinary Action**

Failure to comply with an obligation stipulated in the present Regulations, the Staff Rules, the OSCE Code of Conduct, or any other relevant administrative issuance may constitute misconduct warranting disciplinary action.

### **Regulation 9.02 Due Process and Protection against Retaliation**

- (a) Neither a disciplinary measure under Regulation 9.04 nor a written reprimand under Rule 9.03.1 shall be imposed unless the staff/mission member concerned has been notified in writing of the allegations and has been given a reasonable opportunity to respond.
- (b) A staff/mission member who in good faith makes a report of misconduct or who co-operates in a disciplinary procedure, has the right to be protected from retaliation, as is the case when co-operating in an audit or an investigation.

#### **Rule 9.02.1 — Due Process**

- (a) Staff/mission members shall be advised in writing of the allegations at the earliest practicable time.
- (b) Upon receipt of notification of the allegations, the staff/mission member concerned may respond to the Secretary General or the head of institution/mission, as appropriate, within 10 working days of receipt of the allegations.

#### **Rule 9.02.2 — Duties and Protection**

- (a) Participation as a member of the Disciplinary Committee or in the hearings of the Disciplinary Committee is a duty from which one cannot be excused except in exceptional circumstances.
- (b) The members of the Disciplinary Committee, as well as any persons attending its meetings in whatever capacity shall be subject to an obligation of confidentiality.
- (c) Participating in the hearings of the Disciplinary Committee, serving as a member of the Disciplinary Committee, or assisting the staff/mission member under Rule 9.02.3 shall, under no circumstances, be prejudicial to the professional situation or to the employment status of the person concerned.

**Rule 9.02.3 — Assistance to the staff/mission member against whom disciplinary action is initiated**

- (a) The staff/mission member against whom disciplinary action is initiated shall be informed of the right to be assisted by a staff/mission member whom he/she chooses at the place where the Disciplinary Committee is established. He/she shall also be informed of the right to be assisted by an external lawyer in the course of the disciplinary procedure, including in the preparation of any written document intended for the Disciplinary Committee. In no case shall the Organization cover the costs incurred by the staff/mission member utilizing the services of a lawyer.
- (b) Persons from outside the Organization, including external lawyers, shall not be allowed to attend meetings of the Disciplinary Committee as a representative of the staff/mission member against whom disciplinary action is initiated.

**Regulation 9.03**

**Courses of action following the response to the allegations**

- (a) Following the response of the staff/mission member to the allegations raised against him/her and the investigation if one has been conducted, the following courses of action may be taken:
  - (i) Full exoneration from the allegations;
  - (ii) Partial exoneration from the allegations;
  - (iii) Submission of the case to the Disciplinary Committee in accordance with Regulation 9.06, unless the staff/mission member decides in writing to waive his/her right for the review of his/her case by the Disciplinary Committee;
  - (iv) Dismissal in accordance with Rule 9.04.2.
- (b) The decision as to what action should be taken shall be made by the Secretary General or the respective head of institution/mission, in consultation with the Secretary General for international staff/mission members.
- (c) The full exoneration from the allegations shall close the disciplinary action and shall be communicated in writing to the staff/mission member. Partial exoneration may lead to disciplinary action and/or other administrative actions which may be taken as appropriate:
  - (i) Issuance of a letter of reprimand in accordance with Rule 9.03.1;
  - (ii) Partial or full recovery of financial loss in accordance with Regulation 2.05;
  - (iii) Reflection of work performance issues in the performance appraisal in accordance with Regulation 3.10.

### **Rule 9.03.1 — Reprimand Procedure**

Should the allegations of misconduct not be serious enough to warrant initiating disciplinary action, written reprimands may be issued. Written reprimands shall not constitute disciplinary measures and shall not be issued without the staff/mission members concerned having been given the opportunity to respond to the allegations in writing. The written letter of reprimand shall not be placed in the staff/mission member's personnel file unless he/she has been given an opportunity to comment on it.

### **Regulation 9.04 Disciplinary Measures**

- (a) The disciplinary measures that may be imposed upon contracted staff/mission members in accordance with the procedure described in the present Article shall be as follows:
- (i) Written censure;
  - (ii) Written censure with transfer to another post of the same grade, either in the same duty station or in another duty station in the mission area;
  - (iii) Suspension without pay for a specified period not exceeding one month;
  - (iv) Deferment of the next increment for a period not exceeding twelve months;
  - (v) Loss of one or more steps in the relevant salary scale;
  - (vi) Demotion, i.e. personal downgrading in the same post;
  - (vii) Transfer to another post of a lower level, either in the same duty station or in another duty station in the mission area;
  - (viii) Separation from service, with or without notice or compensation in lieu thereof;
  - (ix) Dismissal.
- (b) The disciplinary measures that may be imposed upon seconded staff/mission members in accordance with the procedure described in the present Article shall be as follows:
- (i) Written censure;
  - (ii) Written censure with transfer to another post of the same category, either in the same duty station or in another duty station in the mission area;
  - (iii) Suspension without payment of the Board and Lodging Allowances for a specified period not exceeding one month or half thereof not exceeding two months;



- (iv) Demotion, i.e. personal downgrading in the same post;
- (v) Transfer to another post of a lower level, either in the same duty station or in another duty station in the mission area;
- (vi) Separation from service, with or without notice or payment of Board and Lodging Allowance in lieu thereof;
- (vii) Dismissal.

**Rule 9.04.1 — Disciplinary measures**

- (a) Any disciplinary measure imposed on a staff/mission member shall be proportionate to the gravity of the misconduct.
- (b) A single disciplinary case shall not give rise to the imposition of more than one of the disciplinary measures listed in Regulation 9.04. However, in addition to the disciplinary measure, the staff/mission member may be required to partially or fully compensate the OSCE for a financial loss suffered as a result of misconduct under Regulation 2.05.
- (c) Provided that due process has been afforded as required by Regulation 9.02, a disciplinary measure may be imposed on a short-term staff/mission member without referring the case to a Disciplinary Committee.

**Rule 9.04.2 — Dismissal**

- (a) As required by Regulation 9.02, prior to deciding whether or not the seriousness of the misconduct warrants dismissal, the staff/mission member concerned shall be notified of the allegations against him/her and be given the opportunity to present his/her own version of the facts.
- (b) Dismissal shall mean immediate separation from service without termination notice to be given to the staff/mission member and without the case being first reviewed by a Disciplinary Committee. Furthermore, no termination indemnity and repatriation grant when applicable, shall be paid.
- (c) In the case of locally recruited staff/mission members, the decision of dismissal shall be taken by the appointing authority. In the case of international staff/mission members, this decision shall be taken by the Secretary General or the respective head of institution/mission in consultation with the Secretary General.
- (d) The seconding country shall be informed of the intention to dismiss its seconded staff/mission member prior to the notification of the decision.

## **Regulation 9.05**

### **Administrative leave pending investigation and disciplinary procedure**

- (a) Pending or in the course of an investigation and pending the conclusion of or in the course of the disciplinary procedure, the Secretary General or the respective head of institution/mission may place on administrative leave the staff/mission member with or without payment of his/her salary and Board and Lodging Allowances.
- (b) The placement on administrative leave without pay of international staff/mission members shall be made in consultation with the Secretary General. In the case of a seconded OSCE official, the seconding country shall be informed prior to the decision.

#### **Rule 9.05.1 — Administrative Leave**

- (a) The placement on administrative leave with or, in exceptional cases, without pay shall not be considered a disciplinary measure and the staff/mission member shall be reinstated with full rights if he/she is subsequently cleared of the disciplinary charges. In case administrative leave is granted without pay and either the allegations of misconduct are subsequently not substantiated or it is found that the conduct at issue does not warrant dismissal, any payment withheld shall be promptly restored.
- (b) The decision of placement on administrative leave shall specify the conditions under which the OSCE official will have access to OSCE premises and to OSCE equipment and documents, as well as any other modalities applicable to the administrative leave.

## **Regulation 9.06**

### **Disciplinary Committee**

- (a) No disciplinary measure shall be imposed on a fixed-term staff/mission member until the case has been reviewed by a Disciplinary Committee, except:
  - (i) In the case of dismissal;
  - (ii) In the case where the staff/mission member concerned has in writing waived his/her right that the case be referred to the Disciplinary Committee.
- (b) Where the case is not referred to a Disciplinary Committee under this Regulation, the decision shall be taken by the Secretary General or the respective head of institution/mission, in consultation with the Secretary General for international staff/mission members, on the basis of the evidence gathered and after the staff/mission member concerned has been notified in writing of the allegations and has been given the opportunity to present his/her own version of the facts in accordance with Regulation 9.02.
- (c) In the case where the staff/mission member concerned waives his/her right to have his/her case reviewed by a Disciplinary Committee, the staff/mission member shall be informed of the disciplinary measure intended to be imposed on him/her by the Secretary General or the head of institution/mission, in consultation with the Secretary General for

international staff/mission members. The notification shall be made upon reception of the response to the allegations and the subsequent waiver. Should the staff/mission member accept the disciplinary measure to be imposed, the right of appeal against the imposed disciplinary measure shall be forfeited.

**Rule 9.06.1 — Composition of a Disciplinary Committee**

- (a) A Disciplinary Committee shall be established:
  - (i) at the Secretariat, if the disciplinary procedure is initiated against:
    - a Secretariat staff member; or
    - an international staff/mission member who committed the alleged misconduct outside his/her current duty station or mission area; or
    - an international staff/mission member, and the head of institution/mission has requested that the Secretariat Disciplinary Committee reviews the case;
  - (ii) in the respective institution or mission if the disciplinary procedure is initiated against:
    - a local staff/mission member; or
    - an international staff/mission member, in other cases than those specified in (i) above.
- (b) The Secretariat Disciplinary Committee shall be a standing body, consisting of six members: the chairperson, his/her alternate and four members.
  - (i) The Secretariat Disciplinary Committee's chairperson and his/her alternate shall be designated by the Secretary General in consultation with the Staff Committee;
  - (ii) Two members shall be designated by the Secretary General; and
  - (iii) Two members shall be designated by the Staff Committee or his/her alternate.

Each case shall be reviewed by the Chairperson or his/her alternate, and two members, one from the two designated by the Secretary General and the other from the two designated by the Staff Committee.

- (c) The Disciplinary Committee established in an Institution and Mission shall consist of three members:
  - (i) The chairperson designated by the respective head of institution/mission in consultation with the staff representatives;
  - (ii) One member designated by the respective head of institution/mission; and
  - (iii) The other member is designated by the staff representatives.

If there is no staff representative, the chairperson and the third member shall be designated by the Secretary General or the respective head of institution/mission with the view to ensuring a fair and impartial composition of the Disciplinary Committee.

- (d) In the composition of the Disciplinary Committee, due consideration shall be given to avoid any conflict of interest.
- (e) The staff/mission member concerned may object, in writing and for legitimate reasons, to the nomination of up to two members of the Committee within three working days of being notified. The Secretary General or the respective head of institution/mission shall inform him/her of his/her decision regarding the objections raised within a further three working days. Should the composition of the Disciplinary Committee be changed, the staff/mission member concerned shall not be allowed to object to its new composition.

#### **Rule 9.06.2 - Notification of the submission of the case to the Disciplinary Committee**

- (a) The staff/mission member against whom disciplinary action is initiated shall be notified in writing by the Secretary General or the respective head of institution/mission of the following:
  - (i) The charges against him/her which prompted the decision to initiate disciplinary action;
  - (ii) Copy of documentary evidence supporting the charges;
  - (iii) The decision to submit the case to the Disciplinary Committee, and its composition;
  - (iv) The possibility to object to up to two members in accordance with Rule 9.06.1 (d);
  - (v) The right to present a defence, either verbally or in writing, and to be assisted by another staff/mission member in submitting the defence before the Disciplinary Committee or by an external lawyer at his/her expense in accordance with Rule 9.06.3;
  - (vi) The possibility to waive his/her right to the review of his/her case by the Disciplinary Committee in accordance with Regulation 9.06 (c).

#### **Rule 9.06.3 — Procedure before the Disciplinary Committee**

- (a) In considering a case, the Disciplinary Committee shall act with maximum diligence, consistent with a fair examination of the case and due process. It shall determine its own procedure, including whether oral hearings shall be held or whether the case shall be considered on the basis of written submissions only. It shall have access to all documentation it deems necessary, and may request any staff/mission member to provide testimony. Expiry of

appointment/assignment of any of the staff/mission members or the case where the staff/mission member concerned resigns shall not necessarily put the procedure to an end.

- (b) The members of the Disciplinary Committee shall be completely independent in the discharge of their duties and shall not receive instructions or be influenced in making their recommendations.
- (c) Should the staff/mission member against whom disciplinary action has been initiated refuse to appear before the Disciplinary Committee at the scheduled date without legitimate reasons, the disciplinary proceedings shall continue in his/her absence and he/she shall not be entitled to claim that he/she was unable to verbally present his/her defence.
- (d) If hearings cannot be held, in particular in the cases mentioned in (c) above, the Disciplinary Committee shall invite the staff/mission member concerned to reply to its questions in writing within a reasonable deadline to be fixed by the Committee's chairperson. Should the staff/mission member concerned not submit his/her written defence in due time, the disciplinary proceedings shall continue in his/her absence and he/she shall not be entitled to claim that he/she was unable to present his/her defence in writing, unless he/she has legitimate reasons for this delay.
- (e) Staff/mission members – other than the person against whom the disciplinary action has been initiated – summoned by the Disciplinary Committee to answer questions before it cannot refuse to appear unless they give to the chairperson of the Committee legitimate reasons for being excused, in which case they may be asked to answer questions in writing within a deadline fixed by the chairperson or to appear in person at a later date.
- (f) The Disciplinary Committee shall provide its report to the Secretary General or the respective head of institution/mission within thirty days after the case has been referred to it by the Secretary General or the head of institution/mission. This deadline may be extended by up to thirty additional days.
- (g) The Disciplinary Committee shall act in an advisory capacity to the Secretary General or the respective head of mission/institution. It shall adopt its report by majority vote, its members not being allowed to abstain. The report shall include a summary of the facts, the evidence taken into account by the Committee and its recommendations for the disciplinary measures to be imposed, if any.

**Rule 9.06.4 — Decision following the Disciplinary Committee's report**

- (a) Upon receipt of the report of the Disciplinary Committee, the Secretary General or the respective head of institution/mission shall decide on the disciplinary measure to be taken, if any. Since the Disciplinary Committee acts as an advisory board, its recommendation shall not be binding. The decision shall be fully substantiated and provide the reasons on which the

decision is based. In the case of international staff/mission members, the respective head of institution/mission shall consult the Secretary General prior to the decision.

- (b) The decision, together with the report of the Disciplinary Committee, shall be communicated to the staff/mission member concerned within one week of having been taken, and to the seconding country in the case of a seconded staff/mission member.

### **Regulation 9.07**

#### **Application to Heads of Mission**

Any allegations of misconduct against heads of mission may be submitted in writing to the Secretary General. The provisions of the present Article apply *mutatis mutandis* and any report shall be submitted to the Secretary General for his/her final decision in consultation with the Chairmanship.

## **Article X APPEALS**

### **Regulation 10.01 Internal Appeals Procedure**

- (a) The Secretary General shall establish an appeals procedure for staff/mission members against administrative decisions concerning alleged non-observance of their letters of appointment or terms of assignment, or of any provisions governing their working conditions, as well as in relation to disciplinary measures taken against them.
- (b) In the event of an appeal, an Internal Review Board shall be established to advise respectively the Secretary General, the head of institution or the head of mission regarding that appeal. To the extent possible, staff representation shall be assured in the Internal Review Board.
- (c) To be considered, an appeal shall be lodged within thirty days from the date of the notification of the impugned decision.

#### **Rule 10.01.1 — Request for internal review**

- (a) A request for internal review shall be handled in accordance with the internal appeals procedure as set forth in Appendix 12 of the Staff Regulations.
- (b) The appellant shall submit his/her request for internal review in writing to the Secretary General or the head of institution/mission responsible for taking the impugned decision or on behalf of whom the decision was taken.
- (c) The request for internal review shall specify:
  - (i) The date and references of the impugned decision;
  - (ii) The date on which the appellant was notified of the decision;
  - (iii) The aspects of the decision he/she is challenging; and
  - (iv) His/her arguments for asking the review of the decision.

The request for internal review shall be submitted in accordance with the form set out in a Staff Instruction issued by the Secretary General.

### **Regulation 10.02 External Appeals Procedure**

- (a) Further to the procedure established in Regulation 10.01, a fixed term staff/mission member shall have a right of final appeal to a Panel of Adjudicators against an administrative decision directly affecting him/her in accordance with the Terms of Reference set forth in Appendix 2 of the Staff Regulations and Rules.

(b) The Panel of Adjudicators shall be appointed by the Chairmanship from a roster to which all participating States are invited to nominate candidates, and shall carry out its functions in accordance with the Terms of Reference referred to above.

**Rule 10.02.1 — Direct appeal to the Panel of Adjudicators**

An appellant may, with the express written consent of the Secretary General or the respective head of institution/mission in consultation with the Secretary General, waive the jurisdiction of the Internal Review Board and appeal directly to the Panel of Adjudicators. In such cases, the impugned decision shall be considered as final, and the appellant shall be deemed to have exhausted the internal appeals remedies.

**Rule 10.02.2 — Applications**

- (a) Applications shall conform to the format requirements as set out in the Rules of Procedure of the Panel of Adjudicators as established in accordance with Article VII of Appendix II of the Staff Regulations, as applicable at the time of filing the application. Applications shall be filed with the Chairmanship through the Secretary General. The Secretary General shall forward the application with his/her recommendation, to the Chairmanship, within thirty days upon receipt. The Chairmanship shall decide within fifteen days upon receipt of the application and the Secretary General's recommendation, either:
- (i) To overrule the impugned decision, in which case the final appeals procedure shall be put to an end; or
  - (ii) To transmit the application to the Chairperson of the Panel in order for the Panel to decide on the application.
- (b) Applications shall set out the facts and grounds of the appeal and be accompanied by a copy of the impugned decision and all supporting documents.
- (c) Applications shall be submitted in the working language of the Secretariat or the institution/mission concerned; in the case that the supporting documents are in another language, the applicant shall provide a certified translation of these documents.
- (d) An application shall not be admissible unless it complies with the two following conditions:
- (i) The applicant must have exhausted the internal appeals procedures, except if the jurisdiction of the Internal Review Board has been waived in accordance with Rule 10.02.1; and
  - (ii) The application must have been filed within sixty days:
    - From the date of notification to the applicant of the decision rejecting his/her request for internal review;



- From the notification by the Secretary General or the respective head of institution/mission in consultation with the Secretary General, of his/her acceptance of the applicant's request to go directly to the Panel; or
  - From the notification by the Secretary General or the respective head of institution/mission in consultation with the Secretary General, of his/her decision taken subsequent to the advice of the Internal Review Board.
- (iii) In the event that the Secretary General or the respective head of institution/mission has failed to take action within thirty days upon receipt of the report of the Internal Review Board, the application must be filed within sixty days from the expiry of the thirty-day period;
- (iv) The Panel may exceptionally decide to waive the time limit set forth in paragraphs (ii) and (iii) above.
- (e) If the formal requirements of this Rule are not met, in particular the format requirements under the Rules of Procedure of the Panel of Adjudicators, the Secretary General may call upon the applicant to make the necessary corrections in the application and the copies thereof within a period of time not to exceed thirty days beyond the expiration of the original sixty-day deadline set out in Rule 10.02.2(d). The Secretary General shall return the necessary papers to the applicant for this purpose.

**Regulation 10.03**  
**Effect of the Appeal**

Filing an internal appeal or a final appeal shall not imply suspension of the execution of the impugned decision.

**Article XI**  
**FINAL PROVISIONS**

**Regulation 11.01**  
**Amendment**

(a) These Regulations shall not be regarded as establishing acquired rights of the staff; they may be revised, amended or suspended by the Permanent Council. If such proposed revisions or amendments pertain to the terms and conditions of service of staff, the Permanent Council shall, prior to the decision, be advised of the views of the Secretary General on the matter.

(b) Amendments to the Staff Rules shall be communicated to the Permanent Council prior to their promulgation by the Secretary General. Any budgetary implications of amendments to the Staff Rules shall be presented to the Permanent Council for approval before the Rules in question are promulgated.

(c) The Permanent Council shall review periodically the implementation of these Regulations, including the effectiveness of the recruitment and appointment criteria, policies and procedures, the conditions of service of OSCE officials and the adequacy of the level of remuneration and its affordability in the light of the OSCE's financial situation.

**Regulation 11.02**  
**Settlement by Mutual Agreement**

In exceptional cases and in the interest of the OSCE, the Secretary General, or the respective head of institution/mission in consultation with the Secretary General, shall be empowered to conclude mutually agreed settlements with staff/mission members, in relation to separation from service or disputes about working conditions, provided that they renounce all right of appeal.

## **OSCE CODE OF CONDUCT**

### **1. OSCE Officials' Conduct**

OSCE officials shall conduct themselves at the highest personal and professional level at all times, while on duty and off duty, in order to successfully represent the OSCE. OSCE officials shall not act in a manner which is likely to bring discredit to the Secretariat, institution or mission to which they are assigned, to its staff and to the OSCE in general. They shall comply with the principles, norms and commitments of the OSCE and adhere to the mandate of their respective institution or mission in performing their duties.

### **2. Relations with National Authorities**

OSCE officials shall neither seek nor accept instructions regarding the performance of their duties, from any Government or from any authority external to the OSCE.

### **3. Impartiality**

OSCE officials shall conduct themselves at all times in a manner befitting the status of an international civil servant. They shall refrain from any action that might cast doubt on their ability to act impartially. OSCE officials shall not engage in any activity which is incompatible with the proper performance of their duties with the OSCE or may adversely reflect on their status, as well as on the integrity, independence and impartiality of their position and function as OSCE officials.

OSCE officials shall ensure that their own personal views and convictions, including their political and religious convictions do not adversely affect their official duties or the interests of the OSCE.

### **4. Compliance with accepted human rights standards**

OSCE officials shall refrain from any conduct which could be detrimental to the goals of the OSCE. This includes but is not limited to an affiliation with any person who is suspected of being involved in any activity that violates national or international law or accepted human rights standards, or an affiliation with any person who could reasonably be suspected of engaging in the trafficking in human beings.

OSCE officials shall be aware that the use of the services of a person suspected of being a victim of trafficking contributes both to the profit of traffickers and the harm to victims. OSCE officials shall adopt exemplary standards of personal behaviour to ensure the OSCE is contributing to combating trafficking in human beings, and is not exacerbating the problem. OSCE officials shall be accountable to their respective national authorities, and when appropriate to local authorities, for any illegal activities inciting this criminal trade or behaving in contravention of the above mentioned standards.

## **5. Relations with the Host Country**

Notwithstanding privileges and immunities which may be granted to OSCE officials by the host country in the interest of the OSCE and not for their personal benefit, OSCE officials shall respect the laws and regulations of the host country, as well as its local customs and traditions.

Privileges and immunities granted to OSCE officials shall not exempt OSCE officials who are covered by them from the performance of their private obligations.

## **6. Professional working environment**

OSCE officials shall abstain from any action which may be contrary to the OSCE policy on professional working environment. All OSCE officials are treated equally and with respect, regardless of gender, race, religion or belief, nationality, ethnic or social origin, age, sexual orientation, marital status or other aspects of personal status.

## **7. Acceptance of Gifts, Honours and other Distinctions**

OSCE officials shall not use or attempt to use their position for private advantage and shall not accept any gratuity or gift which goes beyond simple courtesy. In connection with their appointment or assignment to the Secretariat, their respective institution or mission, staff/mission members shall not receive any honour, decoration, favour or gift greater in value than EUR 40 from any Government or from any source external to the OSCE without prior authorization of the Secretary General and their respective head of institution/mission.

## **8. Outside Activities and Interests**

OSCE officials shall not be actively associated with the management of any business, nor may they hold a financial interest in any business, if there is a possibility that they would benefit from such association or financial interest by reason of their official position with the OSCE.

An OSCE official who has occasion to deal in his/her official capacity with any business in which he/she holds a financial interest shall at once disclose the measure of that interest to the Secretary General or to the respective head of institution/mission or, for the Secretary General and the heads of institution/mission, to the Chairperson-in-Office.

Staff/mission members shall not engage in any paid occupation or employment outside the OSCE without prior approval of the Secretary General or the respective head of institution/mission.

## **9. Discretion**

Staff/mission members shall observe maximum discretion with regard to all matters of official business. They shall at no time use, disseminate or publish information known to them by reason of their official position nor may they publish anything based thereon, except with the written approval of the Secretary General or their head of institution/mission.

Staff/mission members shall also not communicate such information to third parties, except in connection with the discharge of their functions.

Except as part of official duties, staff/mission members are required to seek prior approval of the Secretary General or their respective head of institution/mission for performance of any one of the following acts, if such act relates to the purpose, activities or interests of the OSCE or involves the use of information known to them by reason of their official duties:

- Issue statements to the press, radio or other media of public information;
- Accept speaking engagements;
- Take part in film, theatre, radio or television productions or presentations;
- Submit articles, books or other material for publication; or
- Disclose, duplicate or transfer any information for uses other than those specified by the Secretary General or the head of institution/mission to any person, Government or authority.

These obligations shall not cease upon separation from the OSCE.

## **10. Safety and Security**

OSCE officials shall make every effort to ensure the security of the Secretariat, institution or mission to which they are assigned and of its individual staff/mission members, and shall follow closely all instructions regarding safety and security matters.

## **11. Protection of OSCE Property**

OSCE officials shall protect, manage and use OSCE resources and property efficiently and with necessary care and must not wilfully, or through negligence, cause any waste, loss and/or damage to OSCE property, documents and resources. OSCE officials may be required to reimburse the OSCE either partially or in full for any financial loss incurred by the OSCE as a result of their wilful action or inaction, their negligence or their failure to observe any regulation or administrative instruction.

## **12. Applicability of the Code of Conduct**

The OSCE Code of Conduct shall apply to the Secretary General, heads of institution and heads of mission *mutatis mutandis*, except that they shall report to or seek authorization from the Chairmanship.

## **TERMS OF REFERENCE OF THE PANEL OF ADJUDICATORS**

### **Article I**

#### **Competence of the Panel of Adjudicators**

1. In accordance with Regulation 10.02, a Panel of Adjudicators (hereinafter referred to as “the Panel”) shall be competent to decide on final appeals filed by fixed-term staff/mission members against administrative decisions affecting them.
2. For the purpose of the present Terms of Reference, the expression “fixed-term staff/mission members” shall mean any current or former fixed-term staff/mission member and any person on whom the fixed-term staff/mission member’s rights are devolved on his/her death or who can show that he/she is entitled to some right under the Staff Regulations and Staff Rules or the letter of appointment or terms of assignment of a deceased fixed-term staff/mission member.

### **Article II**

#### **Candidatures**

1. Participating States shall notify the Chairperson of the Permanent Council of their candidates for the function of adjudicator.
2. The candidates shall be jurists or other persons of high standing with experience in the field of labour law, or international or national civil service law.
3. The candidates shall not serve as OSCE officials. Candidatures of former OSCE officials shall be considered only if three years have elapsed since separation from service. In the event that an adjudicator or deputy-adjudicator becomes an OSCE official, he/she shall resign immediately from his/her office of adjudicator.

### **Article III**

#### **Appointment of the Panel**

1. A maximum of six adjudicators shall be appointed by the Chairmanship from the roster of candidates nominated by the participating States. The appointments shall be made within two weeks from the date of closure of candidatures.
2. Adjudicators shall be nationals of different participating States.
3. When appointing the Panel, the Chairmanship shall specify the names of the persons who will serve as the Chairperson and Deputy-Chairperson of the Panel.
4. The Secretary General shall notify the heads of institution/mission, and the OSCE officials of the names of the Chairperson, the Deputy Chairperson and the adjudicators.

## **Article IV**

### **Term of office**

1. Adjudicators shall be appointed for a period of three years renewable.
2. In the event of the death or resignation of an adjudicator during his/her term, the Chairmanship shall appoint a replacement to serve for the remainder of the term of office of his/her predecessor, in accordance with the procedure described in Articles II and III above.

## **Article V**

### **Independence of the adjudicators and deputy-adjudicators**

In the discharge of their duties, the adjudicators and deputy-adjudicators shall be completely independent and guided solely by their independent judgement. They shall neither seek nor receive any instructions.

## **Article VI**

### **Composition of the Panel**

1. Once an application for adjudication is received by the Chairperson of the Panel, the latter shall compose the Panel which will examine the application.
2. The Panel shall consist of three adjudicators, including the Chairperson or his/her deputy. To the extent possible, the Panel shall have the same composition for the entire period needed to settle the case.
3. The Chairperson of the Panel shall notify the applicant of the composition of the Panel within one week of receipt of the application.

## **Article VII**

### **Adjudication Procedure**

1. In the event of a dispute as to whether the Panel has competence, the matter shall be decided by the Panel.
2. The Panel shall determine:
  - (a) The time limits for the presentation of the response to the application by the Secretary General or the respective head of institution/mission and the submission of evidence and other relevant procedural matters;
  - (b) The procedure to be followed with regard to hearings of the Panel; and

- (c) Other matters relating to the adjudication, including whether oral hearings shall be held or whether the application shall be decided on the basis of the documents submitted only.
3. The Chairperson shall inform the Secretary General, the respective head of institution/mission and the applicant of all procedural steps relating to the case.
4. Adjudication sessions shall be held in Vienna.
5. If applications filed with the Panel relate to the same problem, the Panel may decide to handle the applications together and formulate a single decision.
6. The proceedings shall be immediately put to an end if the applicant withdraws his/her application or if a settlement by mutual agreement under Regulation 11.02 is reached.

## **Article VIII**

### **Adjudication decisions**

1. To the extent possible, the Panel shall take its decision within six months upon receipt of the application by the Chairperson of the Panel.
2. The Panel's decision shall be taken by consensus or, failing that, by a majority vote. The three adjudicators shall have equal voting rights; they shall be obliged to vote on matters put to the vote and shall not be allowed to abstain.
3. The adjudication decision shall state the reasons on which it is based.
4. If the Panel finds that the application is well founded it shall recommend the rescission of the impugned decision or the performance by the OSCE of the obligation invoked. The Panel shall also fix the amount of compensation to be paid to the applicant should the impugned decision not be rescinded or the obligation invoked not be performed, within thirty days of notification of the adjudication decision to the Secretary General.
5. The Panel may award costs to be reimbursed to a successful applicant for properly vouched legal fees and expenses incurred by the applicant, taking into account the nature and importance of the dispute.
6. If the Panel finds that an application is obviously frivolous it may decide to stop the examination of the application, and dismiss it immediately, or if the application was examined, to require the applicant to pay all or part of the costs incurred.
7. The Chairperson shall notify the adjudication decision to the applicant and to the Secretary General without delay. The Secretary General shall forward a copy of it to the head of the institution/mission concerned. The original of the adjudication decision shall be filed in the Secretariat, which shall publish the adjudication decision electronically in a location accessible by staff/mission members and delegations. The published version shall have names, post titles, and other personal information redacted.



8. The adjudication decisions shall be final, and binding within the OSCE. The party who was found against by the Panel shall comply with the decisions within thirty days from the date on which they were notified. The Secretary General or the respective head of institution/mission, as the case may be, shall inform the Chairperson of the Panel of the execution of its decision within the same time frame.

## **Article IX**

### **Revision of an Adjudication Decision**

1. The Secretary General or the respective head of institution/mission, or the applicant may request the Panel, through its Chairperson, to revise the adjudication decision, in the event of the discovery of a fact that, by its nature might have had a decisive influence on the adjudication decision of the Panel and was unknown both to the Panel and to the party/parties concerned at the time the adjudication decision was delivered. Such a request shall be made within two months of that party acquiring knowledge of such fact, but not later than six months of the date of the adjudication decision.

2. The request for revision of the adjudication decision shall contain the information necessary to show that the conditions laid down in paragraph 1 above have been complied with. It shall be accompanied by all supporting documents.

## **Article X**

### **Administrative and Financial Arrangements**

1. The Secretary General shall make all the administrative arrangements necessary for adjudication within the existing OSCE Budget.

2. Adjudicators shall serve without remuneration from the OSCE, but shall be entitled to reimbursement of travel expenses and payment of a subsistence allowance, if applicable, for the duration of the adjudication sessions.

3. The Secretary General shall designate an OSCE staff member at the Secretariat to serve as Executive Secretary to the Panel on an ad-hoc basis, in addition to that staff member's regular day-to-day duties. The Executive Secretary shall also keep a registry. In carrying out his/her role as Secretary to the Panel, the designated staff member shall only act according to the instructions of the Chairperson of the Panel and shall neither seek nor receive instructions from the Secretariat or the Chairmanship.

## **Article XI**

### **Special case of appeals**

The Secretary General and heads of institution/mission may file an application with the Panel of Adjudicators, in which case the present terms of reference shall apply *mutatis mutandis*, except that the Chairmanship shall be entrusted with the duties that are assigned to the Secretary General under these terms.

**Article XII**  
**Amendments**

Any amendment to the present Terms of Reference shall not affect applications pending.

Appendix 3  
Table A/Rev.9

SALARY SCALES FOR INTERNATIONAL CONTRACTED STAFF MEMBERS																
(Annual Salaries in US Dollar)																
S T E P S																
GRADE		I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII	XIII	XIV	XV
D-2	Net D	112,309	114,500*	116,692*	118,884*	121,076*	123,267*									
	Net S	103,177	105,026*	106,869*	108,706*	110,539*	112,360*									
D-1	Net D	103,400	105,325	107,245	109,170	111,096*	113,018*	114,944*	116,867*	118,790*						
	Net S	95,575	97,246	98,916	100,579	102,241*	103,899*	105,549*	107,199*	108,844*						
P-5	Net D	87,069	88,705	90,343	91,978	93,617	95,252	96,891	98,527	100,164	101,801	103,438*	105,074*	106,712*		
	Net S	80,887	82,342	83,792	85,241	86,688	88,130	89,572	91,011	92,447	93,881	95,313*	96,739*	98,167*		
P-4	Net D	72,605	74,185	75,764	77,343	78,924	80,502	82,083	83,662	85,242	86,820	88,402	89,979	91,559*	93,140*	94,720*
	Net S	67,611	69,049	70,488	71,920	73,354	74,787	76,219	77,647	79,074	80,502	81,925	83,349	84,773*	86,193*	87,613*
P-3	Net D	60,205	61,667	63,130	64,590	66,054	67,515	68,976	70,441	71,902	73,364	74,828	76,288	77,752	79,213*	80,674*
	Net S	56,198	57,542	58,889	60,232	61,579	62,922	64,265	65,612	66,955	68,300	69,640	70,982	72,319	73,661*	75,001*
P-2	Net D	49,916	51,224	52,531	53,840	55,148	56,454	57,764	59,069	60,377	61,687	62,993	64,302*			
	Net S	46,819	48,006	49,189	50,375	51,559	52,745	53,949	55,151	56,358	57,561	58,761	59,968*			
P-1	Net D	39,514	40,773	42,026	43,286	44,540	45,797	47,055	48,314	49,567	50,824					
	Net S	37,273	38,432	39,591	40,748	41,906	43,064	44,222	45,366	46,504	47,643					

D = Rate applicable to staff members with a dependent spouse or child.  
S = Rate applicable to staff members with no dependent spouse or child.

<b>SALARY SCALES FOR INTERNATIONAL CONTRACTED MISSION MEMBERS</b>															
<b>(Annual Salaries in US Dollar)</b>															
<b>S T E P S</b>															
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>	<b>XII</b>	<b>XIII</b>	<b>XIV</b>	<b>XV</b>
<b>D-2</b>	103,177	105,026*	106,869*	108,706*	110,539*	112,360*									
<b>D-1</b>	95,575	97,246	98,916	100,579	102,241*	103,899*	105,549*	107,199*	108,844*						
<b>P-5</b>	80,887	82,342	83,792	85,241	86,688	88,130	89,572	91,011	92,447	93,881	95,313*	96,739*	98,167*		
<b>P-4</b>	67,611	69,049	70,488	71,920	73,354	74,787	76,219	77,647	79,074	80,502	81,925	83,349	84,773*	86,193*	87,613*
<b>P-3</b>	56,198	57,542	58,889	60,232	61,579	62,922	64,265	65,612	66,955	68,300	69,640	70,982	72,319	73,661*	75,001*
<b>P-2</b>	46,819	48,006	49,189	50,375	51,559	52,745	53,949	55,151	56,358	57,561	58,761	59,968*			
<b>P-1</b>	37,273	38,432	39,591	40,748	41,906	43,064	44,222	45,366	46,504	47,643					

**VIENNA - AUSTRIA**  
**SALARY SCALES FOR STAFF MEMBERS IN THE GENERAL SERVICE CATEGORY**  
**(Annual Salaries and Allowances in Euro)**

<b>S T E P S</b>												
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>	<b>XII</b>
<b>G-1</b>	23,840	24,599	25,359	26,118	26,877	27,637	28,396	29,155	29,915	30,674	31,433	32,192
<b>G-2</b>	27,572	28,452	29,332	30,213	31,093	31,974	32,854	33,734	34,615	35,495	36,376	37,256
<b>G-3</b>	31,893	32,915	33,937	34,959	35,981	37,003	38,024	39,046	40,068	41,090	42,112	43,134
<b>G-4</b>	36,907	38,089	39,270	40,452	41,634	42,815	43,997	45,179	46,360	47,542	48,724	49,905
<b>G-5</b>	42,694	44,061	45,428	46,795	48,162	49,529	50,896	52,263	53,630	54,996	56,363	57,730
<b>G-6</b>	49,404	50,983	52,563	54,143	55,722	57,302	58,881	60,461	62,041	63,620	65,200	66,780
<b>G-7</b>	57,155	58,986	60,817	62,648	64,479	66,310	68,141	69,973	71,804	73,635	75,466	77,297

Allowances:

Child Allowance: EUR 2,904 per annum

Spouse Allowance: EUR 597 per annum

Single Parent Allowance: EUR 494 per annum

**LOCAL SALARY SCALES**  
**PRAGUE – CZECH REPUBLIC**  
Salary scales for staff members in the General Service category  
(Annual Salaries and Allowances in Korunas)

<b>S T E P S</b>											
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>
<b>G-1</b>	217,937	228,108	238,279	248,450	258,621	268,792	278,963	289,134	299,305	309,476	319,647
<b>G-2</b>	263,709	276,015	288,321	300,627	312,933	325,239	337,545	349,851	362,157	374,463	386,769
<b>G-3</b>	319,088	333,978	348,868	363,758	378,648	393,538	408,428	423,318	438,208	453,098	467,988
<b>G-4</b>	379,714	397,433	415,152	432,871	450,590	468,309	486,028	503,747	521,466	539,185	556,904
<b>G-5</b>	448,059	468,969	489,879	510,789	531,699	552,609	573,519	594,429	615,339	636,249	657,159
<b>G-6</b>	519,750	544,005	568,260	592,515	616,770	641,025	665,280	689,535	713,790	738,045	762,300
<b>G-7</b>	602,911	631,047	659,183	687,319	715,455	743,591	771,727	799,863	827,999	856,135	884,271

Allowances:

Child Allowance: 26,256 per annum

Spouse Allowance: 28,176 per annum

**LOCAL SALARY SCALES  
THE HAGUE — NETHERLANDS**

**Salary scales for staff members in the General Service category**

**(Annual Salaries and Allowances in Euro)**

<b>S T E P S</b>											
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>
<b>G-1</b>	25,793	26,795	27,796	28,798	29,799	30,801	31,803	32,804	33,806	34,807	35,809
<b>G-2</b>	28,889	30,011	31,133	32,255	33,377	34,499	35,621	36,743	37,866	38,988	40,110
<b>G-3</b>	32,345	33,603	34,862	36,121	37,379	38,638	39,897	41,155	42,414	43,673	44,931
<b>G-4</b>	36,231	37,641	39,050	40,459	41,868	43,277	44,686	46,095	47,504	48,913	50,322
<b>G-5</b>	40,577	42,155	43,732	45,310	46,887	48,465	50,043	51,620	53,198	54,775	56,353
<b>G-6</b>	45,447	47,215	48,982	50,750	52,517	54,285	56,052	57,820	59,587	61,355	63,122
<b>G-7</b>	50,901	52,881	54,861	56,841	58,820	60,800	62,780	64,759	66,739	68,719	70,699

Allowances:

Child Allowance:

1,584 per annum

2,844 per annum (for dependent child of staff member without a spouse)

Spouse Allowance:

1,694 per annum

**LOCAL SALARY SCALES  
WARSAW — POLAND**

**Salary scales for staff members in the General Service category  
(Annual Salaries and Allowances in Zlotys)**

<b>S T E P S</b>											
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>
<b>G-1</b>	47,108	49,203	51,298	53,393	55,488	57,583	59,678	61,773	63,868	65,963	68,058
<b>G-2</b>	53,705	56,093	58,481	60,869	63,258	65,646	68,034	70,422	72,811	75,199	77,587
<b>G-3</b>	61,222	63,945	66,667	69,389	72,111	74,833	77,555	80,277	82,999	85,722	88,444
<b>G-4</b>	69,797	72,899	76,001	79,103	82,205	85,307	88,409	91,510	94,612	97,714	100,816
<b>G-5</b>	83,759	87,482	91,204	94,927	98,650	102,372	106,095	109,818	113,540	117,263	120,986
<b>G-6</b>	101,347	105,852	110,356	114,861	119,365	123,870	128,374	132,879	137,383	141,888	146,393
<b>G-7</b>	124,660	130,201	135,741	141,281	146,821	152,362	157,902	163,442	168,982	174,523	180,063

Allowances:

Child Allowance: 2,844 per annum

Spouse Allowance: 72 per annum (payable to staff on board prior to 1 September 2010)



**LOCAL SALARY SCALES  
OSCE CENTRE IN ASTANA**

**Salary scales for local mission members in the General Service and  
National Professional categories  
(Annual Salaries in Euro)**

<b>S T E P S</b>											
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>
<b>G-1</b>	6,985	7,287	7,590	7,893	8,195	8,498	8,801	9,103	9,406	9,709	10,011
<b>G-2</b>	8,104	8,455	8,806	9,157	9,509	9,860	10,211	10,562	10,913	11,264	11,616
<b>G-3</b>	9,401	9,808	10,215	10,623	11,030	11,437	11,845	12,252	12,659	13,067	13,474
<b>G-4</b>	11,096	11,577	12,058	12,539	13,020	13,501	13,981	14,462	14,943	15,424	15,905
<b>G-5</b>	13,427	14,008	14,590	15,172	15,754	16,336	16,917	17,499	18,081	18,663	19,245
<b>G-6</b>	16,380	17,090	17,800	18,510	19,220	19,930	20,639	21,349	22,059	22,769	23,479
<b>G-7</b>	19,984	20,850	21,716	22,582	23,448	24,314	25,180	26,046	26,912	27,778	28,644
<b>NP1</b>	24,862	25,967	27,072	28,177	29,282	30,387	31,492	32,597	33,702	34,807	35,912
<b>NP2</b>	31,824	33,238	34,653	36,067	37,481	38,896	40,310	41,725	43,139	44,553	45,968
<b>NP3</b>	40,734	42,545	44,355	46,166	47,976	49,787	51,597	53,407	55,218	57,028	58,839

**LOCAL SALARY SCALES  
OSCE CENTRE IN BISHKEK**

**Salary scales for local mission members in the General Service and  
National Professional categories  
(Annual Salaries in Euro)**

<b>S T E P S</b>											
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>
<b>G-1</b>	4,477	4,596	4,714	4,832	4,951	5,069	5,187	5,306	5,424	5,542	5,661
<b>G-2</b>	5,144	5,281	5,418	5,555	5,692	5,829	5,966	6,103	6,240	6,377	6,514
<b>G-3</b>	5,916	6,074	6,231	6,389	6,546	6,704	6,862	7,019	7,177	7,334	7,492
<b>G-4</b>	6,803	6,985	7,166	7,347	7,529	7,710	7,891	8,073	8,254	8,436	8,617
<b>G-5</b>	7,927	8,138	8,350	8,562	8,773	8,985	9,196	9,408	9,620	9,831	10,043
<b>G-6</b>	9,236	9,481	9,727	9,973	10,219	10,464	10,710	10,956	11,201	11,447	11,693
<b>G-7</b>	10,765	11,051	11,338	11,624	11,910	12,196	12,483	12,769	13,055	13,341	13,627
<b>NP1</b>	12,679	13,032	13,384	13,736	14,088	14,440	14,793	15,145	15,497	15,849	16,201
<b>NP2</b>	14,708	15,117	15,525	15,934	16,343	16,751	17,160	17,569	17,977	18,386	18,795
<b>NP3</b>	17,062	17,535	18,009	18,483	18,957	19,430	19,904	20,378	20,851	21,325	21,799

**LOCAL SALARY SCALES  
OSCE CENTRE IN ASHGABAT**

**Salary scales for local mission members in the General Service and  
National Professional categories  
(Annual Salaries in Euro)**

<b>S T E P S</b>											
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>
<b>G-1</b>	4,133	4,279	4,426	4,573	4,719	4,866	5,012	5,159	5,306	5,452	5,599
<b>G-2</b>	5,330	5,520	5,710	5,899	6,089	6,279	6,469	6,658	6,848	7,038	7,228
<b>G-3</b>	6,664	6,901	7,138	7,374	7,611	7,848	8,084	8,321	8,558	8,794	9,031
<b>G-4</b>	7,930	8,212	8,493	8,775	9,057	9,339	9,620	9,902	10,184	10,466	10,747
<b>G-5</b>	9,355	9,688	10,021	10,354	10,687	11,021	11,354	11,687	12,020	12,353	12,686
<b>G-6</b>	11,041	11,434	11,826	12,218	12,611	13,003	13,395	13,788	14,180	14,572	14,965
<b>G-7</b>	13,027	13,490	13,953	14,416	14,879	15,342	15,805	16,268	16,732	17,195	17,658
<b>NP1</b>	16,833	17,582	18,331	19,079	19,828	20,577	21,325	22,074	22,823	23,571	24,320
<b>NP2</b>	20,032	20,922	21,812	22,702	23,593	24,483	25,373	26,263	27,153	28,044	28,934
<b>NP3</b>	23,837	24,897	25,957	27,017	28,077	29,137	30,197	31,257	32,317	33,377	34,437

**LOCAL SALARY SCALES**  
**OSCE PROJECT CO-ORDINATOR IN UZBEKISTAN**  
**Salary scales for local mission members in the General Service and**  
**National Professional categories**  
**(Annual Salaries in US Dollar)**

<b>S T E P S</b>											
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>
<b>G-1</b>	4,086	4,254	4,422	4,590	4,758	4,926	5,094	5,262	5,430	5,598	5,766
<b>G-2</b>	5,109	5,318	5,528	5,738	5,947	6,157	6,366	6,576	6,786	6,995	7,205
<b>G-3</b>	6,231	6,487	6,743	6,999	7,255	7,511	7,767	8,023	8,279	8,535	8,791
<b>G-4</b>	7,542	7,851	8,161	8,470	8,780	9,090	9,399	9,709	10,018	10,328	10,638
<b>G-5</b>	9,046	9,418	9,789	10,160	10,531	10,902	11,274	11,645	12,016	12,387	12,758
<b>G-6</b>	10,581	11,017	11,453	11,889	12,325	12,761	13,197	13,633	14,069	14,505	14,941
<b>G-7</b>	12,382	12,891	13,400	13,909	14,418	14,926	15,435	15,944	16,453	16,962	17,470
<b>NP1</b>	15,366	16,152	16,938	17,723	18,509	19,294	20,080	20,866	21,651	22,437	23,222
<b>NP2</b>	19,981	21,002	22,022	23,043	24,064	25,085	26,106	27,126	28,147	29,168	30,189
<b>NP3</b>	25,968	27,296	28,624	29,952	31,280	32,608	33,936	35,264	36,592	37,920	39,248

**LOCAL SALARY SCALES  
OSCE OFFICE IN TAJIKISTAN**

**Salary scales for local mission members in the General Service and  
National Professional categories  
(Annual Salaries in Euro)**

<b>S T E P S</b>											
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>
<b>G-1</b>	3,934	4,088	4,243	4,397	4,551	4,706	4,860	5,014	5,169	5,323	5,477
<b>G-2</b>	4,686	4,868	5,051	5,234	5,416	5,599	5,782	5,964	6,147	6,330	6,512
<b>G-3</b>	5,579	5,795	6,011	6,227	6,444	6,660	6,876	7,092	7,308	7,524	7,740
<b>G-4</b>	6,638	6,896	7,153	7,410	7,668	7,925	8,182	8,439	8,697	8,954	9,211
<b>G-5</b>	7,898	8,205	8,512	8,819	9,126	9,433	9,739	10,046	10,353	10,660	10,967
<b>G-6</b>	9,401	9,766	10,130	10,495	10,860	11,224	11,589	11,954	12,319	12,683	13,048
<b>G-7</b>	10,904	11,327	11,751	12,175	12,599	13,023	13,447	13,871	14,294	14,718	15,142
<b>NP1</b>	12,252	12,729	13,206	13,682	14,159	14,635	15,112	15,589	16,065	16,542	17,018
<b>NP2</b>	14,704	15,275	15,847	16,419	16,991	17,563	18,134	18,706	19,278	19,850	20,422
<b>NP3</b>	17,788	18,480	19,173	19,865	20,557	21,249	21,941	22,633	23,325	24,017	24,709

**LOCAL SALARY SCALES  
BELARUS**

**Salary scales for local mission members in the General Service category  
(Annual Salaries in Euro)**

<b>S T E P S</b>											
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>
<b>G-1</b>	4,596	4,775	4,953	5,132	5,311	5,490	5,668	5,847	6,026	6,205	6,383
<b>G-2</b>	5,331	5,539	5,747	5,954	6,162	6,369	6,577	6,784	6,992	7,199	7,407
<b>G-3</b>	6,185	6,425	6,666	6,906	7,147	7,387	7,628	7,868	8,109	8,349	8,590
<b>G-4</b>	7,174	7,453	7,732	8,010	8,289	8,568	8,846	9,125	9,404	9,683	9,961
<b>G-5</b>	8,322	8,645	8,969	9,292	9,616	9,939	10,262	10,586	10,909	11,233	11,556
<b>G-6</b>	9,820	10,202	10,583	10,965	11,347	11,728	12,110	12,491	12,873	13,255	13,636
<b>G-7</b>	11,588	12,038	12,489	12,939	13,389	13,840	14,290	14,741	15,191	15,641	16,092

**LOCAL SALARY SCALES  
OSCE PROJECT CO-ORDINATOR IN UKRAINE**

**Salary scales for local mission members in the General Service  
and National Professional categories  
(Annual Salaries in Euro)**

<b>S T E P S</b>											
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>
<b>G-1</b>	6,118	6,376	6,634	6,893	7,151	7,409	7,668	7,926	8,184	8,443	8,701
<b>G-2</b>	7,219	7,524	7,829	8,133	8,438	8,743	9,048	9,353	9,658	9,962	10,267
<b>G-3</b>	8,518	8,878	9,237	9,597	9,956	10,316	10,676	11,035	11,395	11,755	12,114
<b>G-4</b>	10,055	10,480	10,904	11,329	11,753	12,178	12,602	13,027	13,451	13,876	14,301
<b>G-5</b>	11,860	12,361	12,862	13,363	13,864	14,365	14,865	15,366	15,867	16,368	16,869
<b>G-6</b>	14,114	14,710	15,306	15,902	16,498	17,094	17,690	18,286	18,882	19,478	20,073
<b>G-7</b>	17,078	17,799	18,520	19,241	19,962	20,683	21,404	22,125	22,847	23,568	24,289
<b>NP1</b>	20,297	21,153	22,010	22,867	23,724	24,581	25,438	26,295	27,152	28,009	28,866
<b>NP2</b>	24,965	26,019	27,073	28,127	29,181	30,235	31,289	32,343	33,397	34,451	35,505
<b>NP3</b>	31,455	32,784	34,112	35,440	36,768	38,096	39,424	40,752	42,080	43,409	44,737

**LOCAL SALARY SCALES  
OSCE MISSION TO MOLDOVA**

**Salary scales for local mission members in the General Service and  
National Professional categories  
(Annual Salaries in Euro)**

<b>S T E P S</b>											
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>
<b>G-1</b>	3,569	3,688	3,807	3,925	4,044	4,163	4,282	4,401	4,520	4,639	4,758
<b>G-2</b>	4,425	4,572	4,720	4,868	5,015	5,163	5,310	5,458	5,605	5,753	5,900
<b>G-3</b>	5,354	5,533	5,711	5,890	6,068	6,247	6,425	6,604	6,782	6,961	7,139
<b>G-4</b>	6,479	6,695	6,911	7,127	7,343	7,559	7,775	7,991	8,206	8,422	8,638
<b>G-5</b>	7,710	7,967	8,224	8,481	8,738	8,994	9,251	9,508	9,765	10,022	10,279
<b>G-6</b>	9,174	9,480	9,786	10,092	10,398	10,704	11,009	11,315	11,621	11,927	12,233
<b>G-7</b>	10,918	11,281	11,645	12,009	12,373	12,737	13,101	13,465	13,829	14,193	14,557
<b>NP1</b>	14,194	14,698	15,203	15,707	16,212	16,717	17,221	17,726	18,230	18,735	19,240
<b>NP2</b>	17,472	18,093	18,714	19,336	19,957	20,578	21,199	21,821	22,442	23,063	23,684
<b>NP3</b>	21,648	22,417	23,187	23,957	24,727	25,496	26,266	27,036	27,805	28,575	29,345



**LOCAL SALARY SCALES  
OSCE OFFICE IN YEREVAN**

**Salary scales for local mission members in the General Service and  
National Professional categories  
(Annual Salaries in Euro)**

<b>S T E P S</b>											
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>
<b>G-1</b>	3,779	3,969	4,159	4,349	4,539	4,729	4,919	5,109	5,298	5,488	5,678
<b>G-2</b>	4,506	4,732	4,958	5,183	5,409	5,634	5,860	6,086	6,311	6,537	6,763
<b>G-3</b>	5,363	5,631	5,899	6,167	6,435	6,703	6,970	7,238	7,506	7,774	8,042
<b>G-4</b>	6,378	6,698	7,018	7,337	7,657	7,977	8,297	8,616	8,936	9,256	9,576
<b>G-5</b>	7,725	8,110	8,495	8,879	9,264	9,649	10,034	10,418	10,803	11,188	11,573
<b>G-6</b>	9,339	9,806	10,274	10,741	11,209	11,676	12,144	12,611	13,079	13,546	14,014
<b>G-7</b>	11,298	11,865	12,431	12,998	13,564	14,131	14,697	15,264	15,830	16,397	16,964
<b>NP1</b>	14,507	15,395	16,283	17,172	18,060	18,948	19,836	20,724	21,612	22,500	23,388
<b>NP2</b>	17,708	18,788	19,868	20,948	22,028	23,108	24,189	25,269	26,349	27,429	28,509
<b>NP3</b>	21,425	22,733	24,040	25,348	26,656	27,964	29,272	30,579	31,887	33,195	34,503

**LOCAL SALARY SCALES  
OSCE PROJECT CO-ORDINATOR IN BAKU**

**Salary scales for local mission members in the General Service and  
National Professional categories  
(Annual Salaries in Euro)**

<b>S T E P S</b>											
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>
<b>G-1</b>	7,784	8,079	8,373	8,667	8,961	9,255	9,550	9,844	10,138	10,432	10,727
<b>G-2</b>	8,954	9,292	9,631	9,969	10,308	10,646	10,985	11,323	11,662	12,000	12,339
<b>G-3</b>	10,300	10,690	11,079	11,468	11,858	12,247	12,636	13,025	13,415	13,804	14,193
<b>G-4</b>	11,845	12,293	12,740	13,188	13,635	14,083	14,530	14,978	15,425	15,873	16,320
<b>G-5</b>	13,859	14,383	14,906	15,430	15,954	16,477	17,001	17,525	18,049	18,572	19,096
<b>G-6</b>	16,631	17,259	17,888	18,517	19,145	19,774	20,402	21,031	21,660	22,288	22,917
<b>G-7</b>	19,955	20,709	21,463	22,217	22,971	23,725	24,479	25,233	25,987	26,741	27,495
<b>NP1</b>	23,750	24,858	25,966	27,075	28,183	29,291	30,399	31,507	32,615	33,723	34,831
<b>NP2</b>	28,738	30,079	31,420	32,761	34,102	35,442	36,783	38,124	39,465	40,806	42,146
<b>NP3</b>	34,774	36,396	38,019	39,642	41,265	42,887	44,510	46,133	47,756	49,378	51,001

**LOCAL SALARY SCALES  
OSCE PRESENCE IN ALBANIA**

**Salary scales for local mission members in the General Service and  
National Professional categories  
(Annual Salaries in Euro)**

<b>S T E P S</b>											
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>
<b>G-1</b>	6,596	6,829	7,061	7,294	7,526	7,759	7,992	8,224	8,457	8,689	8,922
<b>G-2</b>	7,228	7,491	7,753	8,015	8,278	8,540	8,803	9,065	9,327	9,590	9,852
<b>G-3</b>	7,956	8,242	8,528	8,815	9,101	9,387	9,673	9,960	10,246	10,532	10,818
<b>G-4</b>	8,773	9,083	9,393	9,703	10,013	10,323	10,634	10,944	11,254	11,564	11,874
<b>G-5</b>	9,834	10,180	10,526	10,872	11,218	11,564	11,910	12,256	12,602	12,947	13,293
<b>G-6</b>	11,069	11,468	11,868	12,268	12,667	13,067	13,466	13,866	14,266	14,665	15,065
<b>G-7</b>	12,566	13,007	13,448	13,890	14,331	14,772	15,214	15,655	16,096	16,538	16,979
<b>NP1</b>	15,679	16,234	16,788	17,343	17,897	18,452	19,007	19,561	20,116	20,671	21,225
<b>NP2</b>	18,798	19,466	20,134	20,802	21,470	22,138	22,806	23,474	24,142	24,810	25,478
<b>NP3</b>	23,468	24,309	25,150	25,990	26,831	27,672	28,513	29,354	30,195	31,036	31,877

**LOCAL SALARY SCALES  
OSCE MISSION TO SERBIA**

**Salary scales for local mission members in the General Service and  
National Professional categories  
(Annual Salaries in Euro)**

<b>S T E P S</b>												
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>	<b>XII</b>
<b>G-1</b>	9,948	10,268	10,588	10,908	11,229	11,549	11,869	12,189	12,510	12,830	13,150	13,471
<b>G-2</b>	11,340	11,705	12,070	12,435	12,800	13,165	13,530	13,895	14,260	14,625	14,990	15,355
<b>G-3</b>	12,927	13,344	13,761	14,178	14,595	15,012	15,428	15,845	16,262	16,679	17,096	17,513
<b>G-4</b>	14,738	15,213	15,687	16,162	16,637	17,112	17,587	18,062	18,537	19,012	19,487	19,962
<b>G-5</b>	16,948	17,495	18,041	18,587	19,134	19,680	20,226	20,773	21,319	21,865	22,412	22,958
<b>G-6</b>	19,491	20,119	20,747	21,375	22,003	22,631	23,259	23,887	24,515	25,143	25,771	26,399
<b>G-7</b>	22,414	23,136	23,859	24,581	25,303	26,025	26,747	27,470	28,192	28,914	29,636	30,358
<b>NP1</b>	23,824	24,592	25,359	26,126	26,894	27,661	28,428	29,195	29,963	30,730	31,497	32,265
<b>NP2</b>	27,350	28,232	29,113	29,994	30,875	31,757	32,638	33,519	34,401	35,282	36,163	37,044
<b>NP3</b>	32,164	33,200	34,237	35,273	36,310	37,347	38,383	39,420	40,456	41,493	42,529	43,566

**LOCAL SALARY SCALES  
GEORGIA**

**Salary scales for local mission members in the General Service  
and National Professional categories  
(Annual Salaries in Euro)**

<b>S T E P S</b>											
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>
<b>G-1</b>	6,475	6,726	6,977	7,229	7,480	7,731	7,982	8,233	8,484	8,735	8,986
<b>G-2</b>	7,511	7,803	8,094	8,385	8,676	8,967	9,259	9,550	9,841	10,132	10,423
<b>G-3</b>	8,705	9,043	9,381	9,719	10,057	10,395	10,733	11,071	11,410	11,748	12,086
<b>G-4</b>	10,117	10,509	10,902	11,294	11,687	12,079	12,472	12,864	13,257	13,649	14,042
<b>G-5</b>	11,734	12,189	12,645	13,100	13,555	14,011	14,466	14,921	15,376	15,832	16,287
<b>G-6</b>	13,835	14,372	14,908	15,444	15,981	16,517	17,053	17,590	18,126	18,662	19,199
<b>G-7</b>	16,894	17,549	18,204	18,859	19,513	20,168	20,823	21,477	22,132	22,787	23,442
<b>NP1</b>	18,609	19,333	20,057	20,781	21,504	22,228	22,952	23,676	24,400	25,124	25,848
<b>NP2</b>	24,193	25,134	26,074	27,014	27,955	28,895	29,836	30,776	31,716	32,657	33,597
<b>NP3</b>	31,450	32,673	33,896	35,119	36,342	37,565	38,787	40,010	41,233	42,456	43,679

**LOCAL SALARY SCALES  
OSCE MISSION TO BOSNIA AND HERZEGOVINA**

**Salary scales for local mission members in the General Service  
and National Professional categories  
(Annual Salaries in BAM)**

<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>
<b>G-1</b>	17,305	17,939	18,574	19,208	19,843	20,477	21,112	21,746	22,381	23,015
<b>G-2</b>	19,379	20,090	20,801	21,511	22,222	22,933	23,644	24,354	25,065	25,776
<b>G-3</b>	21,708	22,503	23,299	24,094	24,889	25,685	26,480	27,276	28,071	28,867
<b>G-4</b>	24,314	25,204	26,095	26,986	27,877	28,768	29,659	30,550	31,441	32,332
<b>G-5</b>	27,223	28,222	29,221	30,219	31,218	32,217	33,215	34,214	35,213	36,212
<b>G-6</b>	30,495	31,613	32,731	33,849	34,967	36,085	37,203	38,321	39,439	40,557
<b>NP1</b>	37,730	38,988	40,246	41,504	42,761	44,019	45,277	46,535	47,793	49,051
<b>NP2</b>	42,257	43,665	45,073	46,481	47,890	49,298	50,706	52,114	53,522	54,930
<b>NP3</b>	47,327	48,905	50,483	52,061	53,639	55,216	56,794	58,372	59,950	61,528

**LOCAL SALARY SCALES  
OSCE MISSION IN KOSOVO**

**Salary scales for local mission members in the General Service and  
National Professional categories  
(Annual Salaries in Euro)**

<b>S T E P S</b>												
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>	<b>XII</b>
<b>G-1</b>	6,216	6,471	6,726	6,981	7,236	7,491	7,747	8,002	8,257	8,512	8,767	9,022
<b>G-2</b>	7,269	7,568	7,867	8,166	8,466	8,765	9,064	9,363	9,663	9,962	10,261	10,560
<b>G-3</b>	8,436	8,783	9,129	9,476	9,822	10,169	10,515	10,862	11,208	11,555	11,901	12,248
<b>G-4</b>	9,786	10,189	10,591	10,994	11,396	11,798	12,201	12,603	13,006	13,408	13,810	14,213
<b>G-5</b>	11,352	11,818	12,284	12,750	13,217	13,683	14,149	14,615	15,081	15,548	16,014	16,480
<b>G-6</b>	13,050	13,588	14,125	14,662	15,199	15,736	16,273	16,810	17,347	17,884	18,421	18,958
<b>NP1</b>	16,401	16,893	17,386	17,878	18,370	18,862	19,354	19,847	20,339	20,831	21,323	21,815
<b>NP2</b>	18,700	19,261	19,821	20,382	20,943	21,503	22,064	22,625	23,186	23,746	24,307	24,868
<b>NP3</b>	21,500	22,146	22,792	23,438	24,083	24,729	25,375	26,021	26,666	27,312	27,958	28,604

**LOCAL SALARY SCALES  
OSCE MISSION TO SKOPJE**

**Salary scales for local mission members in the General Service and  
National Professional categories  
(Annual Salaries in Euro)**

<b>S T E P S</b>											
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>
<b>G-1</b>	8,952	9,252	9,552	9,852	10,140	10,440	10,740	11,040	11,340	11,640	11,940
<b>G-2</b>	10,460	10,809	11,158	11,506	11,855	12,204	12,553	12,902	13,250	13,599	13,948
<b>G-3</b>	12,238	12,646	13,054	13,462	13,870	14,278	14,686	15,094	15,502	15,910	16,318
<b>G-4</b>	14,198	14,670	15,143	15,616	16,089	16,562	17,034	17,507	17,980	18,453	18,926
<b>G-5</b>	16,325	16,869	17,413	17,957	18,501	19,045	19,589	20,133	20,677	21,221	21,765
<b>G-6</b>	18,773	19,399	20,026	20,652	21,278	21,905	22,531	23,158	23,784	24,410	25,037
<b>G-7</b>	21,590	22,310	23,030	23,750	24,470	25,190	25,910	26,630	27,350	28,070	28,790
<b>NP1</b>	21,694	22,417	23,140	23,863	24,587	25,310	26,033	26,756	27,479	28,202	28,925
<b>NP2</b>	24,949	25,780	26,612	27,444	28,276	29,108	29,939	30,771	31,603	32,435	33,266
<b>NP3</b>	28,691	29,647	30,604	31,560	32,517	33,473	34,429	35,386	36,342	37,298	38,255



**LOCAL SALARY SCALES  
OSCE MISSION TO MONTENEGRO**

**Salary scales for local mission members in the General Service and  
National Professional categories  
(Annual Salaries in Euro)**

<b>S T E P S</b>										
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>
<b>G-1</b>	8,826	9,090	9,354	9,618	9,882	10,146	10,410	10,674	10,938	11,202
<b>G-2</b>	10,058	10,360	10,662	10,963	11,265	11,566	11,868	12,170	12,471	12,773
<b>G-3</b>	11,467	11,811	12,155	12,499	12,843	13,187	13,531	13,875	14,219	14,563
<b>G-4</b>	13,077	13,469	13,861	14,253	14,645	15,037	15,429	15,821	16,213	16,605
<b>G-5</b>	14,906	15,352	15,798	16,245	16,691	17,138	17,584	18,030	18,477	18,923
<b>G-6</b>	16,986	17,497	18,007	18,518	19,028	19,538	20,049	20,559	21,070	21,580
<b>G-7</b>	19,370	19,951	20,532	21,113	21,694	22,274	22,855	23,436	24,017	24,598
<b>NP1</b>	21,129	21,762	22,394	23,027	23,660	24,293	24,926	25,558	26,191	26,824
<b>NP2</b>	24,317	25,046	25,776	26,506	27,235	27,965	28,694	29,424	30,154	30,883
<b>NP3</b>	27,984	28,824	29,664	30,504	31,344	32,184	33,024	33,864	34,704	35,544

**LOCAL SALARY SCALES**  
**OSCE SPECIAL MONITORING MISSION IN UKRAINE**  
**Salary scales for local mission members in the General Service**  
**and National Professional categories**  
**(Annual Salaries in Euro)**

<b>S T E P S</b>											
<b>GRADE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>	<b>XI</b>
<b>G-1</b>	6,118	6,376	6,634	6,893	7,151	7,409	7,668	7,926	8,184	8,443	8,701
<b>G-2</b>	7,219	7,524	7,829	8,133	8,438	8,743	9,048	9,353	9,658	9,962	10,267
<b>G-3</b>	8,518	8,878	9,237	9,597	9,956	10,316	10,676	11,035	11,395	11,755	12,114
<b>G-4</b>	10,055	10,480	10,904	11,329	11,753	12,178	12,602	13,027	13,451	13,876	14,301
<b>G-5</b>	11,860	12,361	12,862	13,363	13,864	14,365	14,865	15,366	15,867	16,368	16,869
<b>G-6</b>	14,114	14,710	15,306	15,902	16,498	17,094	17,690	18,286	18,882	19,478	20,073
<b>G-7</b>	17,078	17,799	18,520	19,241	19,962	20,683	21,404	22,125	22,847	23,568	24,289
<b>NP1</b>	20,297	21,153	22,010	22,867	23,724	24,581	25,438	26,295	27,152	28,009	28,866
<b>NP2</b>	24,965	26,019	27,073	28,127	29,181	30,235	31,289	32,343	33,397	34,451	35,505
<b>NP3</b>	31,455	32,784	34,112	35,440	36,768	38,096	39,424	40,752	42,080	43,409	44,737

**AMOUNT OF REPATRIATION GRANT**

Weeks of net base salary		
Years of continuous service away from home country	Staff member with a spouse or dependent child at time of separation	Staff member with neither a spouse nor dependent child at time of separation
1	4	3
2	8	5
3	10	6
4	12	7
5	14	8
6	16	9
7	18	10
8	20	11
9	22	13
10 or more	24	14

**AMOUNT OF EDUCATION ALLOWANCE**  
**Applicable in cases where educational expenses are incurred in the**  
**currencies below**

(Effective as of school year 2013/14)

Country	Currency	Maximum Admissible Educational Expenses/ Maximum allowance for disabled child	Maximum flat rate for board	Maximum Education Grant
Austria	Euro	18 240	3 882	13 680
Belgium & Luxembourg <sup>1</sup>	Euro	16 014	3 647	12 011
Denmark	Danish Krone	122 525	28 089	91 894
France & Monaco <sup>2</sup>	Euro	11 497	3 127	8 623
Germany	Euro	20 130	4 322	15 098
Ireland	Euro	17 045	3 147	12 784
Italy	Euro	21 601	3 223	16 201
Japan	Japanese Yen	2 324 131	609 526	1 743 098
Netherlands	Euro	18 037	3 993	13 528
Spain	Euro	17 153	3 198	12 864
Sweden	Swedish Krona	157 950	26 219	118 462
Switzerland	Swiss Franc	32 932	5 540	24 699
UK of Great Britain & Northern Ireland	Pound Sterling	25 864	3 821	19 398
USA <sup>3</sup>	U.S. Dollar	45 586	6 265	34 190
Other countries <sup>4</sup>	U.S. Dollar (other than USA)	21 428	3 823	16 071

1 Except for the following schools, where the United States dollars at the United States levels will be applied: International School of Brussels, British Schools of Brussels and St. John's International School.

2 Except for the following schools, where the United States dollar (in the United States of America) level will be applied: American School of Paris, American University of Paris, British School of Paris, European Management School of Lyon, International School of Paris, Marymount School of Paris, École Active Bilingue Victor Hugo and École Active Bilingue Jeannine Manuel.

3 Also applies, as a special measure, for China, Hungary, Indonesia, the Russian Federation and Thailand; for the American Cooperative School in Tunis (Tunisia); and for the American International School of Johannesburg (South Africa).

4 Includes Norway and Finland, which will no longer be tracked as a separate zone.

**AMOUNT OF CHILD ALLOWANCE  
FOR PROFESSIONAL AND HIGHER CATEGORIES  
(per annum)**

**Amounts applicable for staff members**

<b>CURRENCY</b>	<b>AMOUNT (per child)</b>
EURO	2,229

## **ADMINISTRATION OF THE OSCE PROVIDENT FUND**

### **Article I**

#### **Establishment of the OSCE Provident Fund**

- (a) Pursuant to Staff Regulation 6.03, the OSCE Provident Fund is established by the Secretary General to provide either:
- (i) Eligible OSCE officials with a cash sum in lieu of retirement benefits upon separation from the OSCE, or
  - (ii) Beneficiaries with benefits upon death of eligible OSCE officials.
- (b) The source of moneys of the OSCE Provident Fund shall be the contributions by the OSCE and by the participants, and income generated by these, if any. The financial assets of the OSCE Provident Fund shall be kept separate from the financial assets of the OSCE and shall not be used for any purpose other than those defined in (a) above.
- (c) The OSCE Provident Fund shall have no legal personality of its own but shall form part of the OSCE.

### **Article II**

#### **Contributions to the OSCE Provident Fund**

- (a) The OSCE shall make a monthly deposit with the Provident Fund Manager for each participant of an amount equivalent to 15 per cent of the participant's net base salary including post adjustment, if applicable. Separating staff/mission members may request that the OSCE's last one month deposit be paid directly to the staff/mission member.
- (b) The OSCE shall make a monthly deduction of 7.5 per cent of the net base salary including post adjustment, if applicable, for each participant, and deposit that amount with the OSCE Provident Fund Manager for credit to the account of the participant concerned. Separating staff/mission members may request that the deduction is not made in the last month of service.
- (c) A participant may increase his/her credits to the Provident Fund by requesting the OSCE in writing to make an additional monthly deduction for deposit with the Provident Fund Manager. The level of such voluntary deductions/contributions shall remain unchanged for at least six months. Total voluntary deductions shall not exceed 15 per cent of a participant's net base salary including post adjustment, if applicable.
- (d) The participants' and the OSCE contributions shall be deposited in the currencies of the accounts of the participants. The conversion shall be made using the OSCE exchange rates.

### **Article III**

#### **Suspension of Payment of Contributions**

- (a) When payment of the salary to a participant is temporarily suspended, the participant's and OSCE's contributions shall likewise be suspended for the period in question.
- (b) However, a participant to whom special leave without pay is granted under Staff Rules 7.04.1 and 7.06.4 may specify in writing that he/she elects to continue contributing to the OSCE Provident Fund.

### **Article IV**

#### **OSCE Provident Fund Manager**

- (a) The Provident Fund shall be administered for the benefit of participants under arrangements made with a Provident Fund Manager selected by the Secretary General.
- (b) Participants shall be provided with information of interest to participants, such as statements on their individual accounts, terms and conditions under which the OSCE Provident Fund is managed, options available to them regarding investment, currencies in which their accounts may be kept, fees and expenses to be charged, administrative procedures to be followed and services that may be provided by the Provident Fund Manager.

### **Article V**

#### **Payment of Administrative Fees**

The OSCE shall pay the administrative fees related to participation in the OSCE Provident Fund, except

- (i) Fees for switching from a Provident Fund Manager's product to another made at the participants' request;
- (ii) Withdrawal fees for moneys resulting from voluntary deductions made by the participants under Article II (c).

These fees shall be borne by the participants.

### **Article VI**

#### **Payment of Benefits**

- (a) The OSCE shall inform the Provident Fund Manager, with a copy to the participant or beneficiary as the case may be, when a participant separates from the OSCE or in the event of death of a participant, and authorize the Provident Fund Manager to pay out the benefits as defined in Staff Rule 6.03.4 (a) or (b).
- (b) The participants or their beneficiaries shall be responsible for providing the Provident Fund Manager with written instructions concerning payment of benefits due to them

## **COMPENSATION IN THE EVENT OF DEATH OR DISABILITY RESULTING FROM THE PERFORMANCE OF OFFICIAL DUTIES**

(The following is a summary of the OSCE Group Insurance Plan administered by the OSCE's Insurer. This summary is for general reference purposes only and does not replace or alter the terms of the policy).

### **Article I**

#### **Death or permanent total disability**

Compensation in the event of death or disability resulting from the performance of official duties for OSCE officials participating in the OSCE accident and life insurance scheme pursuant to Regulation 6.04 shall be as stipulated below. The age limit for coverage is 65, except for international mission members, where the age limit does not apply.

(a) For fixed-term contracted staff members, including the Secretary General and heads of institution:

— **Compensation in the event of death**

Compensation in the event of death of an insured person resulting from an accident or occupational illness resulting from performance of official duty shall be a capital sum equal to 24 times the OSCE official's last monthly net base salary including post adjustment, if applicable.

— **Compensation in the event of permanent total disability**

Compensation in the event of permanent total disability due to an accident or occupational illness resulting from the performance of official duty shall be a capital sum equal to 48 times the OSCE official's last monthly net base salary including post adjustment, if applicable.

(b) For short-term staff members, interns in the Secretariat and institutions, international interns in the mission and international short-term mission members:

— **Compensation in the event of death**

Compensation in the event of death of an insured person resulting from an accident or occupational illness resulting from performance of official duty shall be a capital sum equal to EUR 72,675.

— **Compensation in the event of permanent total disability**

Compensation in the event of permanent total disability due to an accident or occupational illness resulting from the performance of official duty shall be a capital sum equal to EUR 72,675.



(c) For seconded staff/mission members (including heads of missions):

— **Compensation in the event of death**

Compensation in the event of death of an insured person resulting from an accident or occupational illness resulting from performance of official duty shall be a capital sum equal to EUR 145,350.

— **Compensation in the event of permanent total disability**

Compensation in the event of permanent total disability due to an accident or occupational illness resulting from the performance of official duty shall be a capital sum equal to EUR 290,700.

(d) For international fixed-term mission members:

— **Compensation in the event of death**

Compensation in the event of death resulting from an accident or occupational illness resulting from the performance of official duty shall be a capital sum equal to EUR 150,000.

— **Compensation in the event of permanent total disability**

Compensation in the event of permanent total disability due to an accident or occupational illness resulting from the performance of official duty shall be a capital sum equal to EUR 150,000.

(e) For fixed-term local mission members:

— **Compensation in the event of death**

Compensation in the event of death from an accident or occupational illness resulting from the performance of official duty shall be a capital sum equal to 24 times the staff member's last monthly net base salary.

— **Compensation in the event of permanent total disability**

Compensation in the event of permanent total disability due to an accident or occupational illness resulting from the performance of official duty shall be a capital sum equal to 48 times the staff member's last monthly net base salary.

(f) For short-term local mission members and local interns:

— **Compensation in the event of death**

Compensation in the event of death from an accident or occupational illness resulting from the performance of official duty shall be a capital sum equal to EUR 18,170.

— **Compensation in the event of permanent total disability**

Compensation in the event of permanent total disability due to an accident or occupational illness resulting from the performance of official duty shall be a capital sum equal to EUR 36,340.

## **Article II**

### **Partial disability**

Compensation in the event of permanent partial disability shall be a fraction of the relevant amount set forth in Appendix I of the OSCE Group Insurance Contract, as determined by the insurer in relation to the severity of the disability.

## **Article III**

### **Exclusions**

For both life and disability coverage the following exclusions apply:

- The insurance is suspended in time of war for any insured person(s) who is (are) mobilized or who volunteer for military service.
- War risk defined as follows: risk resulting from the consequences of a civil or other war, insurrections or riots occurring in (a) country(ies) where the OSCE is implicated in a military action or a police action; the exclusion only applies if the insured person actively supports the military or police action but does not apply where the person defends him/herself from military or police action.
- Self-inflicted injury.
- Injuries suffered from participation in brawls.
- Injuries suffered from participation in the insurrections or riots, except those injuries resulting from self-defence in such situations.
- The results of injuries resulting from motor vehicle racing and dangerous competitions.
- Accidents with aircrafts that have no valid certificate of air worthiness in their country of operation.

## **Article IV**

### **Occupational illness**

**Occupational illness or illness occurred whilst on official duty;** includes those illnesses mentioned in the “Schedule of Occupational Illnesses” (Annex 2 to the OSCE Group Insurance Contract), to the extent to which the staff/mission member has been exposed to the risk of contracting them in the performance of his/her duties with the OSCE.

In addition, any illness or aggravation of a pre-existing illness not included in the Schedule referred to in this paragraph shall also be considered an occupational illness to the extent to which the staff member has been exposed to the risk of contracting them in the performance by the staff/mission member of his/her duties with the OSCE.

The criteria for recognizing each of the occupational illnesses shall be determined in common agreement between the OSCE’s medical adviser and the Insurer’s medical adviser.

## **COMPENSATION FOR TERMINATION OF APPOINTMENT FOR MEDICAL REASONS ATTRIBUTABLE TO PERFORMANCE OF OFFICIAL DUTIES**

### **Article I**

#### **Definition of Injury or Illness Attributable to the Performance of Official Duties**

For the purpose of compensation referred to in Staff Rule 4.02.4 (c), an injury or illness shall be deemed to be attributable to the performance of official duties on behalf of the OSCE in the following cases:

- (a) When the injury or illness resulted as a natural incident of performing official duties on behalf of the OSCE;
- (b) When the injury or illness was directly due to the presence of the OSCE official, as a result of his/her appointment to the OSCE, in an area involving special hazards to the OSCE official's health or security and occurred as the result of such hazards;
- (c) When the injury or illness occurred as a direct result of travelling by means of transportation furnished by or at the expense of the OSCE in connection with the performance of official duties. However, travel with private motor vehicle authorized by the OSCE solely for the convenience of the OSCE official shall be excluded.

### **Article II**

#### **Compensation**

- (a) Compensation shall be equal to 12 times the eligible OSCE official's last monthly net base salary, not including post adjustment.
- (b) The compensation may include the reimbursement by the OSCE, for up to one calendar year after separation, of the contributions paid by the former OSCE official to the health insurance scheme to which the OSCE official participated before separation from the OSCE or, if the continuation of participation in such a scheme is not possible, to an equivalent health insurance scheme. To be reimbursed, the former OSCE official shall submit documentary evidence proving payment.
- (c) Compensation shall be paid in addition to the termination indemnity provided for under Staff Regulation 4.04 and compensation for permanent disability under Staff Regulation 6.04.2 and Appendix 9, if applicable.
- (d) No compensation shall be paid if the injury or illness resulted from the OSCE official's wilful misconduct or wilful intent to bring about the injury or illness to himself.

### **Article III**

#### **Examination of Claims for Compensation**

(a) An OSCE official whose appointment is terminated for medical reasons may file a claim within thirty days upon notification of the termination decision in order to obtain compensation under the present Appendix.

(b) A Board shall be established by the Secretary General to examine the claim. The Board shall be composed and examine the claim under the same terms as those of the Secretariat's Internal Review Board, as provided for in Appendix 12.

(c) The Board shall, in particular, advise the Secretary General as to whether or not the injury or illness is attributable to the performance of official duties on behalf of the OSCE and whether it resulted from the OSCE official's action as referred to in Article II (d).

## **TERMS AND CONDITIONS OF THE OSCE EMERGENCY MEDICAL EVACUATION INSURANCE SCHEME**

(This summary is for general reference purposes and does not replace or alter the terms of the Agreement signed between the OSCE and SOS ASSISTANCE SA (International SOS).)

### **Article I Applicability**

OSCE officials travelling on official business, as well as all international mission members, are automatically registered for emergency medical evacuation coverage.

### **Article II Definitions**

Accident is defined as a sudden event, independent from the will of the insured, that generates a physical impairment which shall be determined by a competent medical authority and of which one of the causes is an external event.

Illness is defined as any medically determinable spontaneous health ailment.

Medical Incident is defined as an illness or accident befalling an insured OSCE official entitling them to avail themselves of the medical evacuation services as contracted by the OSCE.

Medical Evacuation is defined as travel of a sick or injured eligible OSCE official in the event of a medical emergency to the site of the nearest suitable medical facilities or to the place of residence/home country, and, depending on the official's state of health, accompanied by medical staff (doctor and/or nurse). Medical evacuation is considered only when no suitable local medical treatment is possible, and is subject to approval by the medical practitioner of International SOS.

International SOS is the insurance company contracted by the OSCE to implement the emergency medical evacuation scheme.

### **Article III Coverage**

1. Coverage is valid worldwide 24 hours per day.
2. In the event of a medical incident, the insurance company will cover expenses up to a maximum of EUR 500,000 per person per event.
3. Expenses in the following medical incident cases, shall include:

- (i) If the eligible OSCE official is hospitalized at the place where the accident occurred and the doctor appointed by International SOS advises that he/she should not be transported for at least three days, International SOS shall arrange for the earliest possible presence of a person designated by the injured OSCE official at the location at which the official is awaiting transport. Travel costs of the designated accompanying person shall include:
- Reasonable ground transportation costs from the location of the Companion to the airport;
  - Economy class return airfare from the location of the Companion;
  - Reasonable ground transportation costs from airports to the location at which the OSCE official is awaiting transport;
  - Daily accommodation expenses, including breakfast, of up to EUR 100.00 and to a maximum of EUR 1,000.00.

- (ii) If medical evacuation is necessary, the cost of transport to the nearest medical facility at which the best medical care can be provided without jeopardy to the health of the injured official. Depending upon the gravity of the case, mode of transport shall be one of the following or a combination thereof, and shall include such medical supervision, treatment and equipment during transport as required to optimize the health of the injured OSCE official:

- Air ambulance or medically equipped aircraft;
- Helicopter;
- Chartered aircraft;
- Commercial aircraft;
- Ambulance;
- First class rail transportation.

The decision regarding the mode of transport and the means of implementation shall be made in advance by the doctor nominated by the insurance company.

- (iii) In case of medical evacuation as per para (ii) above the insurance company shall arrange for the earliest possible presence of a person designated by the injured OSCE official at the location to where the official will be transported. The insurance company shall arrange for the return travel of the designated accompanying person.

- (iv) In the event of death, the insurance company shall arrange for:

- Mortuary services, excluding ceremonial services, in accordance with the religious beliefs of the deceased as indicated by the deceased prior to death or as determined by a family member of the deceased;
- The transportation of mortal remains to a location and in a manner respecting the religious beliefs of the deceased or as indicated by the

deceased prior to death or as determined by a family member of the deceased; and

- The cost of a coffin shall be covered by the insurance company.
- (v) In event of death, the insurance company shall arrange for a person designated by the deceased or a family member of the deceased to accompany the mortal remains from the place of death to the location as indicated in para (iv) above. The travel costs of the accompanying person shall include:
  - Economy class airfare or first class rail fare from the location of the Accompanying person to the location of the mortal remains prior to transport, from the location of the mortal remains to the location indicated pursuant to para (iv) above, and from that location to the original location of the Accompanying person's place of residence; and
  - Daily accommodation expenses of EUR 100.00 for a maximum of four days or to a maximum of EUR 400.00.

If ceremonial funeral services are conducted outside the country of residence of the deceased, an additional allowance of EUR 100.00 for accommodation will be provided.

## **Article IV Procedures**

### 1. Requesting Assistance

In the event of a medical incident, the eligible OSCE official, or in event of his/her physical disability, any other OSCE official or a medical doctor shall contact International SOS via a dedicated telephone line and report all relevant details and circumstances of the medical incident.

### 2. Dedicated Telephone Line

**The dedicated telephone line is +41 22 785 64 64.**

All eligible OSCE officials shall receive an insurance card bearing the relevant contact and policy number.

### 3. Advance approval of costs incurred in connection with a medical incident

In order to ensure that the assistance is organised in an optimal way, and in particular to decide on the most appropriate mode of transport (plane, train, ambulance etc.), the eligible OSCE official shall contact International SOS via the dedicated telephone line before any action is taken.

4. In the event that costs have been incurred in good faith but prior to notification, or without the prior agreement of International SOS, and in the event that the costs have been

incurred for the purpose of optimising the health of the eligible OSCE official requiring urgent medical care, International SOS shall without delay review the case prior to assuming such costs. The reimbursement of costs accepted by International SOS shall never exceed the amount that would have been incurred if International SOS had organized the case itself in similar circumstances.

## **Article V**

### **Exclusions**

The following treatment, items, conditions, activities and/or their related or consequential expenses are excluded unless the Service Provider has given its prior written approval:

- (a) Any cost or expense not expressly covered by the Service programme and/or not approved in advance and in writing by the Service Provider and/or not arranged by the Service Provider. This exclusion shall not apply to emergency medical evacuation from remote or undeveloped areas when the Service Provider cannot be contacted in advance and delay might reasonably be expected in loss of life or harm to the Recipient;
- (b) Any event occurring when the Recipient is within the territory of his/her Home Country;
- (c) Any expense for medical evacuation or repatriation if the Recipient is not suffering from a Serious Medical Condition, and/or in the opinion of the Service Provider's medical doctor and/or physician, the Recipient can be adequately treated locally, or treatment can be reasonably delayed until the Recipient returns to his/her Home Country or Mission Area.
- (d) In respect to any medical evacuation or repatriation, any medical escort related costs or expenses if, in the opinion of the medical doctor and/or physician of the Service Provider, the Recipient can travel as an ordinary passenger without such medical escort.
- (e) Any expense related to accident or injury occurring while the Recipient is engaged in any hazardous activity, pastime or pursuit, caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang-gliding, deep sea diving utilizing hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis. For greater certainty and the avoidance of doubt, it is understood and agreed between the Parties that the duties, activities and tasks carried out by OSCE personnel in the commission of their duties, including in field operations, are not and shall not be considered "hazardous" for the purposes of this exclusion.
- (f) Any expense incurred fully as a result of a self-inflicted injury, suicide, drug addiction or abuse or alcohol abuse.
- (g) Any expense related to the Recipient engaging in any form of aerial flight except as a passenger on a scheduled airline flight, OSCE administered flight or licensed charter aircraft over an established route.
- (h) Any expense related to the Recipient engaging in the commission of, or the attempt to commit, an unlawful act.



- (i) Any expense incurred as a result of the Recipient engaging in active service in the armed forces or police of any Mission Area; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection. For greater certainty and the avoidance of doubt, it is understood and agreed between the Parties that the duties, activities and tasks undertaken by OSCE personnel from their sending country's armed forces or police are not intended to be captured by this exclusion.
- (j) Any expense which is a direct or indirect result of nuclear reaction or radiation.
- (k) Any expense incurred for or as a result of any activity required from or on an oil-rig platform, or at a similar offshore location.
- (l) Any expense incurred as a result of an incident where the Recipient is in a specific country and the OSCE has not paid the applicable supplemental subscription fee due and after the OSCE has been provided with written notice at least ten (10) calendar days earlier that such supplemental subscription fee remains outstanding.

## **INTERNAL APPEALS PROCEDURE**

### **Article I**

#### **Constitution of Internal Review Boards**

1. For an Internal Review Board to be constituted within an institution/mission, the institution/mission must have twenty fixed-term staff/mission members at least. The number of fixed-term staff/mission members is determined by the post table of the institution/mission concerned.
2. For the institutions/missions which do not meet the above staff conditions, the Internal Review Board shall be constituted at the Secretariat.

### **Article II**

#### **Composition of an Internal Review Board**

1. Upon receipt of the request for review, the Secretary General or the respective head of institution/mission may give his/her immediate and full consent to overrule the impugned decision and thereby bring the appeals procedure to an end. Should the Secretary General or the head of institution/mission not overrule the decision, the Internal Review Board shall be composed within:
  - (a) Seven days upon receipt of the request for review, in the case that the Board can be constituted within the institution/mission concerned;
  - (b) Fourteen working days upon receipt of the request for review, in the case that the Board has to be constituted at the Secretariat due to staff deficit in the institution/mission concerned.
2. The Internal Review Board shall consist of three members who are designated as follows.
  - (a) A chairperson designated by the Secretary General or the respective head of institution/mission in consultation with the staff representatives if any;
  - (b) A member designated by the Secretary General or the respective head of institution/mission;
  - (c) A member designated by the staff representatives if any.
3. If the institution/mission does not have staff representatives, the Board shall be composed by the head of institution/mission with a view to ensuring a fair and impartial composition.
4. In the event that the Board is constituted at the Secretariat due to staff deficit in the institution/mission concerned, the members of the Secretariat's Internal Review Board shall be designated in consultation with the respective head of institution/mission.

5. In the composition of the Board, due consideration shall be given to avoid any conflict of interest. The members of the Board shall not have been involved in the taking of the impugned decision.

6. The appellant shall be notified of the composition of the Board without delay. He/she may object, in writing, for legitimate reasons, to the nomination of up to two members of the Board within three days of being notified. The Secretary General or the respective head of institution/mission shall inform him/her of his/her decision regarding the objections raised within a further three days. In the event that the Board is constituted at the Secretariat due to staff deficit in the institution/mission concerned, the Secretary General, in consultation with the head of institution/mission concerned, shall decide within six days. Should the Board be recomposed, the appellant shall not be allowed to object to its new composition.

### **Article III**

#### **Time-limit**

1. In the event that the request for internal review is submitted beyond thirty days upon notification of the impugned decision in contravention to Regulation 10.01 (c), the Secretary General or the respective head of institution/mission shall inform the appellant that his/her appeal will not be considered.

2. Should the appellant provide explanation for not having submitted his/her request within the prescribed time-limit, the appeal shall be transmitted to the Internal Review Board for it to decide on the receivability of the appeal.

3. If, in the light of the explanation supplied by the appellant, the Board considers that:

- (a) The appellant had legitimate reasons for not having submitted his/her request within the prescribed time-limit, the Board shall admit the appeal and give a ruling on the substance of the case; or
- (b) The appellant did not have legitimate reasons for not having submitted his/her request within the prescribed time-limit, the Board shall declare the appeal irreceivable and dismiss the appeal without considering its substance.

### **Article IV**

#### **Written statements**

1. Once the final composition of the Internal Review Board is determined, the chairperson of the Board shall be provided with a copy of the request for internal review without delay.

2. Where the request is substantiated, the chairperson shall ask the Secretary General or the respective head of institution/mission to submit his/her reply within thirty days.

3. Where the request is not substantiated, the chairperson shall ask the appellant to put forward his/her arguments in a written statement to be submitted to the chairperson within fourteen days. This written statement shall be provided to the Secretary General or the respective head of institution/mission without delay for his/her reply within thirty days. The reply shall be communicated to the appellant by the chairperson.

4. In the event that the Board is constituted at the Secretariat due to staff deficit in the institution/mission concerned, the reply to the arguments put forward by the appellant shall be co-ordinated between the Secretary General and the head of institution/mission concerned.

## **Article V**

### **Procedure of the Internal Review Board**

1. The Board shall decide questions regarding its own competence.

2. The Board shall determine its own procedure, including whether oral hearings shall be held or whether an appeal shall be considered on the basis of written submissions only.

3. In cases of a decision relating to the performance of a staff member or classification of a job, the Board shall not consider the substantive question of the standard of performance or the substantive evaluation of the post in question, but only evidence that the decision has been motivated by prejudice or by some other extraneous factors, and whether or not the established procedures have been followed.

4. If several requests for review relate to the same issue, the Board may decide to handle the requests together and formulate a single report and recommendation.

5. The Board shall, by majority vote, adopt its report which shall include its recommendation. The three members of the Board shall have equal voting rights; they shall be obliged to vote on matters put to the vote and shall not be allowed to abstain.

6. The report of the Board shall be submitted to the head of institution/mission concerned, and to the Secretary General if the Board was constituted at the Secretariat due to staff deficit in the institution/mission concerned or if the appeal relates to a decision from the Secretary General.

7. To the extent possible, the Board shall submit its report within sixty days upon receipt of the Secretary General or the respective head of institution/mission's reply to the appellant's request and/or written statement.

## **Article VI**

### **Assistance to the appellant**

1. Persons from outside the Organization shall not be allowed to attend meetings of the Internal Review Board as a representative of the appellant. Without prejudice of the preceding, an appellant may have recourse to a lawyer to advise him/her and, if necessary,

prepare any written document intended for the Internal Review Board. However, the Organization shall not cover the costs incurred by an appellant utilizing a lawyer.

2. An appellant may be assisted by an OSCE official whom he/she chooses at the place where the Internal Review Board is established.

## **Article VII**

### **Duties and Protection**

1. Participation in the work of the Internal Review Board is a duty and the persons who are designated for that purpose may not be excused except in exceptional circumstances.

2. The members of the Board shall be completely independent in the discharge of their duties and shall not receive instructions or be influenced by pressure intended to affect their recommendations.

3. The members of the Internal Review Board, as well as any persons attending meetings of the Board for whatever reason shall be subject to an obligation of confidentiality.

4. Serving as a member of the Internal Review Board or assisting the appellant by virtue of Article VI.2 above shall, in no case, be prejudicial to the professional situation or to the employment status of the OSCE official concerned.

## **Article VIII**

### **Final decision**

1. The final decision shall be taken by the Secretary General or the respective head of institution/mission in consultation with the Secretary General, within thirty days upon receipt of the report of the Board.

2. Before taking the decision, the Secretary General or the respective head of institution/mission shall take into account the recommendations made by the Internal Review Board, but shall not be bound by them. The decision shall be fully substantiated and provide the reasons on which it is based.

3. The decision, with a copy of the report of the Board, shall be notified to the staff/mission member concerned without delay. A copy of the decision shall be transmitted to the chairperson of the Board.

4. Copies of all the essential documents of the appeal (request, supporting documents, Board's report, final decision) shall be forwarded to the Secretariat.

## **Article IX**

### **Specific cases of appeals**

1. The Secretary General, the heads of institution and the heads of mission may file an appeal with the Chairmanship who will establish a special review board to consider the appeal and advise him/her. To the extent possible, the appeals procedure shall follow the principles set forth in the present Appendix.
2. A person on whom the OSCE official's rights are devolved to his/her death or who can show that he/she is entitled to some right under the Staff Regulations and Rules and the letter of appointment or terms of assignment of the deceased OSCE official shall be entitled to lodge an appeal in accordance with Regulation 10.01 and the internal appeals procedure set forth in the present Appendix.
3. In the event that a staff/mission member has submitted a formal and substantiated complaint to the Secretary General or a head of institution/mission and the latter has not taken the procedural steps required by the relevant administrative texts within sixty days upon receipt of the complaint, the complainant shall be entitled, within thirty days upon expiry of the sixty days' period, to request that an Internal Review Board examine his/her complaint.

## **Article X**

### **Inaction of the Secretary General or the Head of Institution/Mission**

1. Unless the impugned decision is overruled in accordance with Article II, paragraph 1 above, should the head of institution/mission concerned not establish and compose the Internal Review Board in its institution/mission nor transmit the appeal to the Secretary General for consideration by the Secretariat's Internal Review Board, within sixty days upon receipt of the request for internal review, the appellant shall be entitled to forward his/her request to the Secretary General directly within thirty days upon expiry of the sixty days' period. The Secretariat's Internal Review Board shall be competent to consider the appeal.
2. Unless the impugned decision is overruled in accordance with Article II, paragraph 1 above, should the Secretary General not establish and compose an Internal Review Board at the Secretariat to consider the request of internal review submitted by a Secretariat's staff member or a staff/mission member of an institution/mission where a Board cannot be constituted due to staff deficit, within sixty days upon receipt of the request for internal review, the appellant shall be entitled to forward his/her request to the Chairmanship directly within thirty days upon expiry of the sixty days' period. The Chairmanship may ask the Secretary General to establish the Board.
3. The preceding provisions do not apply in the event that, within sixty days upon receipt of the request for internal review, an appellant has been advised in accordance with Article III above that his/her request has been submitted beyond the prescribed time-limit and has not provided explanation for his/her non-compliance with it.

## **TERMS AND CONDITIONS OF THE OSCE TEMPORARY INCAPACITY INSURANCE SCHEME**

(This summary is for general reference purposes and does not replace or alter the terms of the contract signed between the OSCE and the coverage provider.)

### **Article I Purpose**

The purpose of the OSCE temporary incapacity insurance scheme is to compensate the insured person for loss of earnings as a result of injury or illness.

### **Article II Coverage**

An indemnity shall only be payable to eligible OSCE officials who have been recognized as being temporarily incapable of exercising their functions by a medical practitioner designated jointly the OSCE and the insurance provider.

The indemnity shall be equal to 80 per cent of the monthly net salary of the OSCE official, including post adjustment where applicable. The indemnity shall only be payable where an OSCE official was unable to exercise his/her functions for a continuous period in excess of two months.

The indemnity shall be payable up and until:

- (i) The date the OSCE official is capable of resuming work; or
- (ii) The date he/she is recognized as permanently disabled; or
- (iii) The end of the month during which the OSCE official reaches his/her 65th birthday; or
- (iv) Death.

In no event shall the period of payment relating to the same illness or injury exceed two years. When the temporary incapacity becomes partial, and the OSCE official can resume his/her functions on a part-time basis, provided the working time is no more than 50 per cent of the regular working hours, the OSCE official shall receive a reduced indemnity.