

INTERNATIONAL OIL POLLUTION COMPENSATION FUND

FONDS INTERNATIONAL D'INDEMNISATION POUR LES DOMMAGES
DUS A LA POLLUTION PAR LES HYDROCARBURES

EXECUTIVE COMMITTEE -
3rd session
Agenda item 8

FUND/EXC.3/6
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ANY OTHER BUSINESS

AMENDMENT OF STAFF RULES

Note by the Director

1. The IOPC Fund's Staff Regulations and Rules, especially as far as salaries, allowances and grants, and conditions of entitlement thereto are concerned, follow as closely as possible the UN Common System as applied by IMCO (Staff Regulation 14, see document FUND/A.3/6). Changes in the IMCO Staff Regulations and Rules, therefore, have to be reflected, mutatis mutandis, in the Fund's Staff Regulations and Rules.
2. The Secretary-General of IMCO has made changes to the IMCO Staff Rules in order to implement earlier changes to the IMCO Staff Regulations as well as certain decisions taken by the United Nations General Assembly and the International Civil Service Commission. These changes relate to the education grant, the annual, sick and maternity leave, the repatriation grant, the "last day for pay purposes" and the General Service salary scale. Reference is made to IMCO document C XLIV/17(d) of 9 April 1980 submitted to the 44th session of the Council of IMCO.
3. In order to keep the Fund's Staff Rules in accordance with IMCO's Staff Rules, the Director, in accordance with Staff Regulation 28, has issued amendments to the Fund's Staff Rules as contained in the Annex. These amendments are hereby reported to the Executive Committee (Staff Regulation 28). The General Service salary scale is not reproduced in the Annex as the scales for the General Service staff members follow the IMCO scales as revised from time to time (Staff Rule IV.1(ii)(a)).

ANNEX

The Director has issued the following amendments to the Fund's Staff Rules:

1. Education Grant

Staff Rule IV.16 is amended as follows:

Definitions

(a) For the purpose of this Rule:

- (i) "child" means an unmarried child dependent upon the staff member for continuing support. "Disabled child" means a child who is unable, by reasons of physical or mental disability, to attend a normal educational institution and therefore requires special teaching or training to prepare him for full integration into society or, while attending a normal educational institution, requires special teaching or training to assist him in overcoming the disability;
- (ii) (unchanged)
- (iii) (unchanged)
- (iv) "cost of attendance" includes charges for enrolment, registration, prescribed text books, courses, examinations, diplomas and, if justified by local conditions, for midday meals provided by the school, and for daily group transportation provided by the school or organized on a school-wide basis.

Eligibility

- (b) (unchanged)
 - (i) (unchanged)
 - (ii) attendance at a free school or one charging only nominal fees at the duty station;
 - (iii) to (v) (unchanged)

- (c) The grant shall be payable up to the end of the fourth year of post-secondary studies or the award of the first recognized degree, whichever is the earlier. If the child's education is interrupted for at least one year by national service or by illness, the period of eligibility shall be extended by the period of interruption.

Amount of the Grant

- (d) In the case of attendance at an educational institution outside the duty station, the amount of the grant shall be:
- (i) where the institution provides board for the child, the sum of 75 per cent of the first \$2,000 of the cost of attendance and board, 50 per cent of the next \$1,000 and 25 per cent of the next \$1,000, up to a maximum grant of \$2,250 a year;
 - (ii) where the institution does not provide board, \$750 plus the sum of 75 per cent of the first \$1,000 of the cost of attendance, 50 per cent of the next \$1,000 and 25 per cent of the next \$1,000, up to a maximum grant of \$2,250 a year.
- (e) In the case of attendance at an educational institution at the duty station, the amount of the grant shall be the sum of 75 per cent of the first \$2,000 of the cost of attendance, 50 per cent of the next \$1,000 and 25 per cent of the next \$1,000, up to a maximum grant of \$2,250 a year.

(f) to (j) (unchanged)

Rates of Exchange

- (k) When, for the purpose of applying the scales of reimbursement set out in (d) and (e) above, the expenses incurred are in a currency other than the United States Dollar, the rate of exchange to be used shall be whichever rate yields more units of the other currency: the United Nations operational rate of exchange in effect on 1 January 1977 or on the date when the reimbursement is made.

Special Education Grant for Disabled Children

- (l) A special education grant for disabled children shall be available to staff members of all categories, regardless of whether or not they are serving in their home country.
- (m) The amount of the grant shall be 75 per cent of the educational expenses actually incurred up to \$4,000 per year, the maximum grant thus being \$3,000. If the disabled child is eligible for the regular education grant, the total amount payable under the two types of grant shall not exceed \$3,000 per year. "Educational expenses" reimbursable under the special education grant shall comprise the expenses incurred to provide an educational programme designed to meet the needs of the disabled child in order that he may obtain the highest possible level of functional ability.
- (n) The grant shall be computed on the basis of the calendar year, if the child is unable to attend a normal educational institution, or on the basis of the school year, if the child is in full-time attendance at a normal educational institution while receiving special teaching or training. The grant shall be payable in respect of any disabled child from the date on which the special teaching or training is required up to the end of the school year or the calendar year, as appropriate, in which the child reaches the age of 25 years.
- (o) Where the period of service does not cover the full school year or calendar year, the amount of the grant shall be that proportion of the annual grant which the period of service bears to the full school or calendar year.
- (p) Claims for the grant shall be submitted annually in writing and supported by medical evidence satisfactory to the Director regarding the child's disability. The staff member shall also be required to provide evidence that he or she has exhausted all other sources of benefits that may be available for the education and training of the child. The amount of educational

expenses used as the basis for the calculation of the special education grant shall be reduced by the amount of any benefits so received or receivable by the staff member.

- (g) The provision concerning the rates of exchange contained in paragraph (k) above shall also apply to the computation and payment of the special education grant for disabled children.

2. Annual Leave

Staff Rule V.1(c) reads as follows:

- (c) Not more than half the days of annual leave due in any calendar year may be carried forward from that year to the next and the total entitlement carried forward shall not exceed 60 days.

3. Repatriation Grant

Paragraphs (g) to (k) of Rule VI.2 have been renumbered (k) to (o) and paragraphs (g) to (j) now read as follows:

- (g) With effect from 1 July 1979 payment of the repatriation grant shall be subject to the provision by the former staff member of evidence of relocation away from the country of the last duty station.
- (h) Evidence of relocation shall be constituted by documentary evidence that the former staff member has established residence in a country other than that of the last duty station, such as a declaration by the immigration, police, tax or other authorities of the country or by the former staff member's new employer.
- (i) Payment of the grant may be claimed by the former staff member within two years of the effective date of separation.
- (j) Notwithstanding paragraph (g) above, staff members already in service before 1 July 1979 shall retain the entitlement to repatriation grant proportionate to the years and months of service qualifying for the grant which they already had accrued at that date without the necessity of production of

evidence of relocation; the exercise of any additional entitlement accrued after that date shall, however, be subject to the conditions set out in paragraphs (g) to (i) above.

4. Last Day for Pay Purposes

Paragraph (a) (vi) of Rule VI.7 is amended as follows:

(vi) in the case of the death of a staff member holding an appointment for at least one year or who has completed at least one year's service, the date on which entitlement to salary, allowances and benefits shall cease shall be the date of death, unless there is a surviving spouse or dependent child. In this event, the date shall be determined in accordance with the following schedule:

Completed Years of Service in the Secretariat (as defined in Rule VI.1)	Months of Pensionable Remuneration less Staff Assessment, where applicable
3 or less	3
4	4
5	5
6	6
7	7
8	8
9 or more	9

Payment related to the period of extension beyond the date of death may be made in a lump sum as soon after death as the pay accounts and related matters can be closed. Such payment shall be made only to the surviving spouse or dependent child or children. All other entitlements and accrual of benefits shall cease as of the date of death.

5. Sick Leave

Staff Rule VIII.1(a)(iii) reads as follows:

- (iii) a staff member holding a Fixed-Term Appointment of one year or longer shall be granted sick leave up to three months on full salary and three months on half salary in any period of twelve consecutive months. A staff member holding a Fixed-Term Appointment for not less than three years or who has completed three years of continuous service shall be granted sick leave up to eighteen months in any period of four consecutive years, nine months on full salary and nine months on half salary.

6. Maternity Leave

Staff Rule VIII.2(a) reads as follows:

- (a) A staff member who will have served continuously for ten months at the anticipated time of confinement:
 - (i) shall be entitled to absent herself from her duties upon presentation of a medical certificate stating the probable date of confinement. Maternity leave may commence six but not less than three weeks before that date. The total duration of such leave shall be 16 weeks, except that in no case shall it terminate less than six weeks after the actual date of confinement;
 - (ii) shall receive maternity leave on full pay for the entire duration of her absence in accordance with (i) above. No miscalculations on the part of the doctor or midwife as to the date of the confinement shall prevent the staff member from receiving full pay to the actual date of confinement.

In paragraph (b) of the same Rule, in the first line the words "ten months" shall be substituted for the words "one year".
