



ORGANISATION DU TRAITE DE L'ATLANTIQUE NORD  
NORTH ATLANTIC TREATY ORGANIZATION

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22nd July, 1964

NATO UNCLASSIFIED  
PO/64/379

To: Permanent Representatives  
From: Secretary General

CIVILIAN PERSONNEL REGULATIONS OF THE  
NORTH ATLANTIC TREATY ORGANIZATION

Following the decision of the Council concerning personnel and administrative co-ordination with the NPLOs(1), an Advisory Panel on Administration was established in 1963. In agreement with the Supreme Allied Commanders, its Terms of Reference were extended to cover the civilian staffs under the command of SACEUR and SAACLANT(2).

2. The Advisory Panel on Administration has now completed its study of the staff rules at present in use in the different NATO bodies and, on the basis of the existing rules, has drawn up regulations for application throughout the Organization. These regulations have been approved by the Supreme Allied Commanders and myself, and it is with satisfaction that I am now able to present to the Council the Civilian Personnel Regulations of the North Atlantic Treaty Organization(3).

3. In establishing the first Staff Regulations in 1951, the Council Deputies recognised that these Regulations of principle were "general in nature, and will need to be implemented at the establishment of staff rules and procedures by the Chairman"(4). As a result of this delegation of powers, confirmed in 1952 at the time of the reorganization of NATO(5), staff rules have since that time been submitted to the Council for information only. I believe, nevertheless, that it is

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- (1) C-M(62)18, paragraphs 36 and 37, approved C-R(62)26
  - (2) See Annex A
  - (3) See Annex C
  - (4) D-D(51)89, approved D-R(51)27
  - (5) C9-D/4(Final), approved D-R(52)22

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desirable that the present Civilian Personnel Regulations should be submitted to the Council for formal approval because on this occasion two matters of principle are involved. First, these Regulations will be valid for all NATO bodies, who will be required to seek Council approval if they wish to diverge from them. Secondly, the Council will recall that at the time when the policy on limited duration contracts was approved(6), I intimated that payment of an indemnity for loss of office formed an integral part of such a contractual system. In discussions on the relevant Article (Article 5.23), the Supreme Allied Commanders and I agreed that I would inform the Council that it was our considered opinion that the adoption of this policy should be conditional upon acceptance of the principle of payment of an indemnity for loss of office, and the appropriate provisions have accordingly been included in Articles 5.22 and 7.5 of the Regulations for formal approval by the member countries.

4. I should like also to draw your attention to the fact that Chapter XIV contains the text of the present rules governing appeals procedure, and has been included until such time as it is possible to present for your approval the new procedure to which I recently referred in private session(7). Similarly, Article 34, Rental Compensation, incorporates the existing approved rule although proposals for a revised system are already under discussion in the Co-ordinating Committee of Government Budget Experts.

5. In 1953, the Council approved a recommendation that "..... staff rules having budgetary implications should in principle be submitted to the Budget Committee for advice". The Council will accordingly find attached(8) a list of those Articles having changed financial implications on which they may wish to seek the advice of the Budget Committee before the Regulations become effective.

6. In conclusion, therefore, I would ask the Council, subject to any advice which they may wish to obtain from the Budget Committee on those Articles having changed financial implications, to approve the Civilian Personnel Regulations for application throughout NATO with effect from 1st October, 1964.

(Signed) D.U. STIKKER

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(6) PO/62/155, PO/62/377  
(7) PO/63/525, PO/64/361  
(8) See Annex B

TERMS OF REFERENCE

of

ADVISORY PANEL ON ADMINISTRATION

1. At its meeting of 17th May, 1962(1), the Council approved the report of the Ad Hoc Working Group on the Status of NATO Agencies, circulated under reference C-M(62)18, and adopted the Regulations for NATO Production and Logistics Organizations contained therein.

2. In implementation of paragraph 36 of C-M(62)18, the Secretary General has set up an Advisory Panel on Administration with a view to achieving the highest possible degree of harmonisation in all matters pertaining to the administration of personnel employed within the NATO International Staff and the NPLOs.

3. Furthermore, in accordance with the Council decision of 29th May, 1951(2) that the staff regulations prepared for the NATO staff should be made available to SHAPE with a view to their being applied, subject to any necessary modifications required to meet local conditions, to civilian personnel throughout Allied Command Europe, it is considered desirable that SACEUR participate in the work of such an Advisory Panel and SACEUR has agreed to nominate a representative to the Panel.

4. Similarly, SACLANT has also informed the Secretary General of his wish to be associated with the work of the Panel in order to ensure co-ordination of the regulations applicable to the civilian staffs under his authority and has nominated a representative.

5. The Terms of Reference of the Advisory Panel are as follows:

- (a) to assist the Secretary General and the Supreme Allied Commanders with the establishment of uniform policies and principles to govern all aspects of civilian personnel management;

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(1) C-R(62)26, Item I  
(2) D-R(51)42, paragraph 16

- (b) to develop common staff rules and other administrative regulations to the fullest extent compatible with the particular conditions which may exist in the different NATO bodies;
- (c) to codify and keep up to date the personnel rules and other administrative regulations so developed;
- (d) to discuss and consult on matters of general interest to be considered in the Co-ordinating Committee of Government Budget Experts.

6. The Panel will be chaired by the Director of Administration and Personnel of the NATO International Staff.

7. The following bodies will be represented on the Panel:

Allied Command Atlantic  
Allied Command Europe  
Central Europe Pipeline Agency  
NATO BULLPUP Production Organization  
NATO HAWK Production Organization  
NATO International Staff  
NATO Maintenance Supply Services Agency  
NATO SIDEWINDER Production Organization  
NATO STARFIGHTER Production Organization.

8. To facilitate the putting into effect of the provisions for administrative co-ordination in the SACLANT Anti-Submarine Warfare Research Centre and the SHAPE Air Defence Technical Centre laid down in C-M(62)102 and approved by Council decision of 31st October, 1962(1), representatives of the two Research Centres will accompany those of SACEUR and SACLANT when deemed appropriate by the Supreme Commanders or their representatives.

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(1) C-R(62)53, Item V

CHANGES IN THE 1955 STAFF RULES HAVING  
FINANCIAL IMPLICATIONS

<u>Article</u>	<u>Subject</u>	<u>Decision or Justification</u>
5.13	One month's emoluments payable on non-renewal of initial contract	Alignment with existing ACE regulation
5.22	Indemnity for loss of office	See paragraph 3 of PO/64/379
5.243	Contracts of fixed duration - appointment at step above the first	BC-R(57)5, BC-R(57)10, BC-D(58)30
5.244	Contracts of fixed duration - scientific personnel	Co-ordinating Committee decision CCG(63)3 - 24th Interim Report C-R(63)32
7.5	Indemnity for loss of office	See paragraph 3 of PO/64/379
23.3	Local salary scales for transfers exceeding six months	Co-ordinating Committee Draft 26th Report - CCG/W(63)11
25.6	Allowances not granted more than three months retroactively	Clarification of existing rule
28.3(c)	Expatriation allowance (non-entitlement)	Clarification of existing rule
29.3	Family allowance - payable to husband or wife	Clarification of existing rule
29.4	Family allowance - during military service	In conformity with national practice
30.12	Children's allowance up to 25	Co-ordinating Committee decision CCG(62)3 - 19th Interim Report C-R(62)37

<u>Article</u>	<u>Subject</u>	<u>Decision or Justification</u>
30.2	Other dependants' allowance	Co-ordinating Committee decision CCG(62)3 - 19th Interim Report C-R(62)37
31	Language allowance	Co-ordinating Committee decision CCG(62)3 - 19th Interim Report C-R(62)37
32.12	Installation allowance	
	- on transfer	Needs of NPOs, Research Centres, etc.
32.12	- non-entitlement	Codification of existing practice
32.21 } 32.22 }	- reduction of rate	Report of Committee of Experts on Emoluments (16th May, 1958), 1st Interim Report of Co-ordinating Committee (23rd June, 1958), C-R(58)40
32.23	- reimbursement	
32.3	- exceptions	Discretionary powers
33	Acting allowance	See Co-ordinating Committee discussion CCG/W(59)27 1st Revision
34	Rental Compensation	See paragraph 4 of PO/64/379
37.1	Travel - of candidates	100 kms. requirement deleted in conformity with normal practice
38.5	- no subsistence allowance	Codification of existing practice
38.6	- on transfer	Needs of NPOs, Research Centres, etc.
38.7	- exceptions	Discretionary powers
39.1	Removal - exclusion of cars	Codification of existing practice
39.6	- exceptions	Discretionary powers

<u>Article</u>	<u>Subject</u>	<u>Decision or Justification</u>
40.51	Travel - by air	Alignment with ACE rule - BC-R(61)12, paragraph 33(2), BC-R(63)13, paragraph 14.
40.52	- by rail	Elimination of 3rd class travel and consequent reduction of 2nd class standards
40.82	Travel by car - ferry and toll charges	Alignment with ACE rule
40.85	- accidents	Clarification of existing rule
41.5	Subsistence allowance	Clarification of existing rule
44.3	Home Leave - travel by car	Alignment with ACE rule
44.7	Penalty for non-observance of Article 44.6(b)	Clarification of existing practice
45.65	Personnel on extended sick leave	Clarification of legal position under Ottawa Convention and Paris Protocol
50	Contributions to social securities and insurances	C-R(56)25, C-R(56)36, BC-R(56)9
52-54	Provident Fund	C-R(56)25, C-R(58)44, C-R(59)27
56.2/3	Special steps	Report of Committee of Experts on Emoluments (16th May, 1958), 1st Interim Report of Co-ordinating Committee (23rd June, 1958), C-R(58)40
58	Changes of step or grade	Codification of existing practice
59.4	Dismissal	Codification of existing practice

<u>Article</u>	<u>Subject</u>	<u>Decision or Justification</u>
65.2	Substitution of payment for notice	BC-R(56)17
69.2	Consultants - more than 180 days	Codification of existing practice
72	- travel	Codification of existing practice
74	- insurance	Protection of Organization
78.2	Temporary personnel - more than 180 days	Codification of existing practice
83	- travel	Codification of existing practice
85.3	- insurance	Protection of Organization
90	Staff Association - travel, subsistence, leave of absence	Recognition of rights of Staff Associations



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ANNEX C to  
PO/64/379

CIVILIAN PERSONNEL REGULATIONS

- of -

THE NORTH ATLANTIC TREATY ORGANIZATION

OTAN/NATO  
Paris, XVIIe.

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CIVILIAN PERSONNEL REGULATIONS OF  
THE NORTH ATLANTIC TREATY ORGANIZATION

CONTENTS

Page

<u>Preamble</u>		3
<u>Part One - Rules Governing Members of the Staff</u>		
Chapter	I - Recruitment and employment	6
Chapter	II - Conditions of appointment and contracts	8
Chapter	III - Categories and grades	12
Chapter	IV - Obligations and responsibilities	13
Chapter	V - Work	16
Chapter	VI - Security	19
Chapter	VII - Salaries, allowances, advances and loans	21
Chapter	VIII - Travel and removal	28
Chapter	IX - Leave	36
Chapter	X - Social securities and insurances	42
Chapter	XI - Provident Fund	45
Chapter	XII - Reports, advancement, changes of post or grade	47
Chapter	XIII - Discipline	49
Chapter	XIV - Complaints and appeals	51
Chapter	XV - Separation	53
<u>Part Two - Rules Applicable to Consultants and Temporary Personnel</u>		
Chapter	XVI - Consultants	55
Chapter	XVII - Temporary personnel	58
<u>Part Three - Staff Representation</u>		
Chapter	XVIII - Staff Associations and Staff Committees	61

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CIVILIAN PERSONNEL REGULATIONS OF  
THE NORTH ATLANTIC TREATY ORGANIZATION

PREAMBLE

A. Applicability

(i) These civilian personnel regulations are applicable throughout the North Atlantic Treaty Organization and shall govern personnel administration in each NATO body for personnel of the following classes:

International civilian personnel

Consultants

Temporary (civilian) personnel

(ii) These regulations do not apply to military personnel (other than those seconded to civilian posts), national experts lent by their governments on a non-reimbursable basis, or local civilian labour (known as LWR civilians). The terms of employment of LWR civilians will be set out in their contracts of employment and will comply with the conditions of work, wages, supplementary payments, etc., laid down in the legislation and regulations applicable in the host country.

(iii) Compliance with these regulations, as specified in Agreements concluded between the member government and the Secretary General or Supreme Allied Commander as appropriate, is likewise incumbent on nationals of a country which has elected to avail itself of the special provisions of Article 19 of the Agreement on the Status of the North Atlantic Treaty Organization, National Representatives and International Staff or Article 7(2) of the Protocol on the Status of International Military Headquarters.

(iv) Notwithstanding the provisions of paragraph E (x) below, the contractual rights of staff members in post on the date on which these regulations come into force shall be maintained.

B. Definitions

(v) For purposes of these regulations, the following phrases have the meanings indicated:

- (a) NATO bodies - means all civilian and military headquarters, agencies and other organizational units established pursuant to the North Atlantic Treaty and fully financed through international budgets.

- (b) Head of NATO body - means the Secretary General for the NATO International Staff, the Supreme Allied Commanders for Supreme Headquarters and subordinate commands, the Chairmen of the Standing Group Agencies for those agencies, the General Managers for NATO Production and Logistics Organizations (NPLOs), and the senior responsible officers of any other NATO bodies established currently or in the future.
- (c) International civilian personnel, staff, or member of the staff - means personnel of a NATO body recruited from among the nationals of members of the Alliance and filling international posts appearing on the approved establishment of that NATO body.
- (d) Consultant - means a recognised expert or specialist engaged, normally from among nationals of the members of the Alliance, to serve in an advisory capacity not provided for by the establishment approved for the NATO body concerned.
- (e) Temporary personnel or temporary staff - means personnel engaged from among nationals of the members of the Alliance either to replace members of the staff who are absent or to undertake tasks temporarily in excess of the capacity of the establishment approved for the NATO body concerned.

C. Responsibility and Authority

(vi) The heads of NATO bodies (as defined in paragraph B(v)(a) above) are responsible for ensuring that these regulations are faithfully applied within their respective organizational units.

(vii) To this end they are authorised:

- (a) to take such steps as are necessary to establish, consistent with the provisions of these regulations, more detailed rules and procedures to ensure effective, efficient and economical administration and utilisation of civilian personnel within the organizational units headed by them;
- (b) to designate the official or officials authorised to exercise the powers and authorities relative to civilian personnel vested in them by these or other regulations.

D. Immunities and Privileges

(viii) The personnel designated in paragraph A(i) above shall enjoy the privileges and immunities to which they are entitled according to the provisions of the Agreement on the Status of the North Atlantic Treaty Organization, National Representatives and International Staff and of the Protocol on the Status of International Military Headquarters. These privileges and immunities are accorded in the interests of the Organization and not for personal benefit. They do not exempt the personnel from the duty to fulfil their obligations as private individuals or from the duty to respect the laws and the police regulations.

(ix) Whenever these privileges and immunities are called in question, the personnel concerned shall report the matter immediately through channels to the Secretary General or Supreme Allied Commander, who will decide whether or not the immunities shall be waived.

E. Effective Date

(x) These regulations have been approved by the North Atlantic Council and are applicable to all NATO bodies with effect from ..... They supersede all previous civilian personnel regulations.

(xi) Any NATO body wishing to diverge from these regulations shall seek Council approval to do so.

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PART ONE  
RULES GOVERNING MEMBERS OF THE STAFF  
CHAPTER I  
RECRUITMENT AND EMPLOYMENT

Article 1 - Policy

1.1 Members of the staff of each NATO body shall be recruited and appointed on a basis of merit from among the nationals of the member countries.

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

1.3 In NATO bodies having a predominantly civilian establishment, the recruitment and appointment of A category staff should, at the discretion of the head of the NATO body concerned and to the extent compatible with the provisions of Article 1.2, be effected to provide equitable geographical representation.

Article 2 - Authority

Appointments to posts shall be made by the heads of NATO bodies in accordance with the authority vested in them by the North Atlantic Council. The conditions of appointment of Financial Controllers are laid down in the NATO Financial Regulations.

Article 3 - General Conditions

A staff member is appointed to and holds a post on the establishment of a NATO body only on condition that:

- (a) he is a national of a NATO member country;
- (b) he is over 21 and under 60 years of age at the time of taking up his appointment: notwithstanding this provision, in exceptional circumstances:
  - (1) candidates may be appointed to junior posts in the B and C categories under the age of 21;
  - (2) an appointment of definite duration may be offered to a candidate of 60 years of age or more provided that the expiry date of the contract is not later than the date at which he attains the age of 65.

- (c) he has completed any initial term of compulsory military service required of him under the provisions of his national legislation;
- (d) he fulfils the physical standards demanded by the exercise of his functions and he is recognised as being free from or definitely cured of any disease which might constitute a risk to others(1);
- (e) he has an adequate knowledge of at least one of the two official languages (English and French);
- (f) he is not closely related to a member of the staff (although the head of the NATO body may authorise a departure from this rule on the understanding that neither of the persons concerned shall be placed under the direct authority of the other);
- (g) the NATO body has received a security clearance certificate from the government of the country or countries of which the candidate is a national.

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(1) Candidates for appointment are required to pass a medical examination by a doctor approved by the Organization. Thereafter members of the staff will be required to undergo a medical examination annually or at any other time that the Organization considers desirable.

CHAPTER II

CONDITIONS OF APPOINTMENT AND CONTRACTS

Article 4 - General Conditions

4.1 A member of the staff is appointed to a post of a specific grade in a specific location.

4.2 All members of the staff take up their duties at the lowest step of the grades (see Chapter III below) at which they are appointed, except as specified in Article 4.3, Article 5.243 and Article 5.244.

4.3 If justified by circumstances, however, heads of NATO bodies may take account of previous service with the Organization in establishing the step at which members of the staff shall take up their appointments.

4.4 Written acceptance by candidates of the offer of employment sent to them renders them subject to the conditions set out in that offer.

4.5 The engagement of members of the staff is effected by the signature of a contract specifying the date from which it takes effect.

4.6 The contract shall lay down the terms and conditions of employment and the emoluments corresponding to the initial appointment.

Article 5 - Different Types of Contract

5.1 Initial contracts

5.11 Initial contracts are offered to all newly recruited personnel except those who have been offered contracts of fixed duration. They are for one year.

5.12 Exceptionally, candidates for the A or L grades who have had the required theoretical training but little or no practical experience will be offered initial contracts in the A.1 or L.1 probationary grades for a period not exceeding two years.

5.13 On expiry of the initial contract, there will be no commitment on the part of the Organization to offer the member of the staff a new contract. If the services of a member of the staff are not required on expiration of the initial one-year contract, he will be entitled to one month's continuing emoluments in addition to the Provident Fund entitlements.

5.14 If a new contract is offered, it will be either a contract of limited duration as specified in Article 5.23 or a contract of indefinite duration as specified in Article 5.3.



5.2 Contracts of definite duration

5.21 There are two types of contract of definite duration:

- (a) contracts of limited duration;
- (b) contracts of fixed duration.

5.22 These contracts are designed to provide a firm and binding commitment on the part of both the Organization and the members of the staff for the period specified therein. To this end, they contain no provision for termination by either of the contracting parties during the term of the contract. Should the contract be broken by either party, an indemnity will be payable according to Article 7.5.

5.23 Contracts of limited duration

5.231 Contracts of limited duration are offered on the expiry of the initial one-year contracts to all persons appointed to posts of grade A.4 and above, but may also be offered to members of the staff of grade A.2 and A.3 if this is deemed by the head of the NATO body concerned to be in the interest of the service. Such contracts may not exceed four years.

5.232 Contracts of limited duration are also offered to members of the staff who are re-assigned or re-graded to fill A.4, A.5, A.6 or A.7 posts. In this case, the duration of these contracts shall not exceed five years.

5.233 In the interests of the service, the heads of NATO bodies may, on expiry of a contract of limited duration offer the member of the staff a further contract, also of limited duration, not to exceed five years.

5.24 Contracts of fixed duration

5.241 For specialised technical or scientific personnel, when it is possible at the time of appointment to foresee the period for which the services of the member of the staff will be required by the Organization, the candidate selected may be offered a contract of a duration corresponding to this period.

5.242 Fixed duration contracts are also offered without exception to all scientific personnel appointed to research posts. These contracts will in each case be for a period of three years initially.

5.243 Under this type of contract, appointments are not necessarily made at the first step of the grade. When they are made at a higher step, the member of the staff is not entitled to salary increments.

5.244 If justified by circumstances, however, scientific personnel appointed to research posts in the A category up to and including A.4 may be recruited at a higher step than the first with the right to salary increments.

5.245 Heads of NATO bodies may, in the interests of the service, offer a further contract of fixed duration, either on or before the date of expiry, of the current contract, if at that time the facts needed to assess the duration of the appointment are available.

5.25 Contracts offered to civil servants and military personnel on secondment

5.251 Officials on secondment from their national administrations or military services to posts in the Organization may be offered either fixed duration contracts or initial contracts followed by limited duration contracts, as appropriate. In no case, however, shall the length of the contract exceed the length of the approved secondment.

5.252 These contracts will not contain a provision for the payment of loss of office as specified under Article 5.22 but will include provision for notice of termination according to the terms of Article 7.6.

5.3 Contracts of indefinite duration

5.31 If warranted by the nature of the duties involved, a contract of indefinite duration may be offered on expiry of the initial one-year contract.

5.32 This contract will contain provisions specifying the conditions on which it may be terminated. The fact that such a contract has been concluded in no way constitutes a guarantee of permanent employment for the member of the staff.

5.33 This type of contract is generally offered to members of the staff appointed to category L, B and C posts and to grade A.2 and A.3 posts who are not national civil servants or military personnel on secondment.

Article 6 - Probationary Period

6.1 The first three months of the initial one-year contract and of the fixed duration contract are a probationary period, during which the contract can be terminated without notice by the Organization or by the member of the staff.

6.2 At or before the end of the probationary period, the member of the staff will be notified in writing:

- (a) that the initial or fixed duration contract is confirmed;
- (b) or that it is terminated;
- (c) or, in exceptional cases, that one further three months' probationary period is necessary.

Article 7 - Termination of Contracts

7.1 A contract may be brought to an end for a variety of reasons, such as normal expiry of the contract, resignation, separation initiated by the Organization for other than disciplinary reasons, dismissal (see Chapter XIII, Discipline, and Chapter XV, Separation).

7.2 If the initial one-year contract is confirmed after the probationary period, a member of the staff who wishes to resign before the contract expires can do so by giving three months' notice in writing.

7.3 If the initial one-year contract is confirmed and the Organization wishes, for other than disciplinary reasons, to terminate it before it expires, the member of the staff is entitled to three months' notice in writing.

7.4 An indefinite contract concluded on the expiration of the initial contract shall state the period of notice which the member of the staff is required to give in the event of resignation, and which the Organization is required to give in the event of termination of the contract for other than disciplinary reasons. As a general rule, longer notice shall be required for members of the staff appointed to A and L category posts in the Organization than for those appointed to B and C category posts.

7.5 A contract of definite duration does not contain a termination clause. Should the Organization break such a contract before the end of the contractual term for other than disciplinary reasons, it will pay an indemnity for loss of office. Similarly, should the staff member break the contract for other than over-riding and valid personal reasons not connected with professional advantage, he will repay all or part of the Organization's contribution to the Provident Fund.

7.6 A contract offered to an official on secondment from his national administration or military service to a post in the Organization shall state the period of notice which the member of the staff is required to give in the event of resignation and which the Organization is required to give in the event of termination of the contract for other than disciplinary reasons. This period shall normally be three months by either party.

CHAPTER III

CATEGORIES AND GRADES

Article 8 - Categories

8.1 Members of the staff holding the most senior posts are designated unclassified.

8.2 Other members of the staff are recruited into one of four categories, A, L, B and C, which correspond to four types of duty or post.

Article 9 - Grades

9.1 Each category comprises a number of grades.

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

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

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

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

9.2 Each grade includes several steps.

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

9.4 Exceptionally, if it is considered that a member of the staff does not yet possess all the required qualifications of the post, he may fill the post at a lower grade.

CHAPTER IV  
OBLIGATIONS AND RESPONSIBILITIES

Article 10 - General Conditions

10.1 Members of the staff of NATO bodies exercise functions of an international character in the common interest of the NATO countries. They are subject to the authority of the head of the NATO body employing them and are assigned to their duties by him: they are answerable to him for the performance of these functions and for compliance with all applicable NATO rules and regulations.

10.2 The head of the NATO body may for reasons of service at any moment call upon members of the staff, whose whole time shall thus be at the disposal of the Organization.

Article 11 - Loyalty to the Organization

11.1 On accepting appointment with NATO, each member of the staff shall sign the following declaration:

"I solemnly undertake to exercise in all loyalty, discretion and conscience the functions entrusted to me as a member of the staff of NATO, and to discharge these functions with the interests of the Organization only in view. I undertake not to seek or accept instructions in regard to the performance of my duties from any government or from any authority other than the Organization/Headquarters."

11.2 Members of the staff shall conduct themselves at all times in a manner compatible with their status as representatives of the Organization. They shall avoid any action or activity which may reflect adversely on their position or on the good repute of the Organization.

Article 12 - Incompatibilities

12.1 No member of the staff may:

- (a) become a candidate for or hold a public office of a political character without the prior written consent of the head of the NATO body;
- (b) engage in any outside occupation or hold any outside office which, in the opinion of the head of the NATO body employing him, is incompatible with the proper discharge of his duties with the Organization or with his status as a member of the international civilian personnel.

12.2 No member of the staff shall use his position with the Organization or information gained therefrom for personal advantage.

12.3 Members of the staff shall not accept gifts in cash or kind, or favours of any sort, from any external source or from commercial firms or individuals doing or seeking business with or profit from the Organization.

12.4 Members of the staff shall not accept any honour, decoration, favour or reward arising out of service with the Organization nor shall they accept any emoluments from any government without first having obtained the consent of the Secretary General or the Supreme Allied Commander.

12.5 Members of the staff are bound to professional secrecy. They shall exercise the utmost discretion in all matters of official business and in giving information on matters in any way related to the aims and activities of the Organization.

12.6 They shall not, except as authorised in the normal course of official duties or with the prior approval of the head of the NATO body:

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

12.7 If the head of the NATO body should authorise any of the activities listed under Articles 12.6(b) and 12.6(c) above, members of the staff shall not accept any fee or gift. They may, however, accept reimbursement of any travelling and subsistence expenses actually incurred.

#### Article 13 - Proprietary Rights

All rights (including title, copyright and patent rights) in any work carried out by a member of the staff in the performance of his official duties shall be vested in the Organization.

Article 14 - Financial Responsibility

Members of the staff may be required to reimburse, either in part or in full, any loss sustained by the Organization through their gross negligence or wilful act, in particular the failure to observe a regulation, rule or procedure approved by the head of the NATO body (e.g. the unauthorised commitment of funds on behalf of the Organization).

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CHAPTER V

WORK

Article 15 - Working Week

15.1 Working hours shall be prescribed by the head of the NATO body.

15.2 To meet service requirements, heads of NATO bodies may introduce a shift system which may involve night work and/or work on Sundays or public holidays.

15.3 Heads of NATO bodies shall prescribe a system for recording daily attendances and absences.

Article 16 - Official Holidays

16.1 Public holidays of the host country to be observed will be prescribed by the heads of NATO bodies. If, however, service requirements make it necessary for members of the staff to work on a prescribed public holiday, they will be granted a day's holiday in compensation on a date to be determined by the head of the NATO body.

16.2 When a prescribed public holiday falls on a Saturday or Sunday, the head of the NATO body may designate another day convenient to the NATO body as a holiday except where the number of prescribed public holidays exceeds 10 per year.

16.3 Members of the staff will not be prevented from observing other religious or national holidays, but such days taken shall count against annual leave.

Article 17 - Special Working Hours

17.1 Overtime

17.11 Overtime is the time worked in excess of 43 hours a week with the prior approval of an official or officials designated by the head of a NATO body. It is calculated on a weekly basis.

17.12 The number of overtime hours worked must be kept to a minimum. Normally, no member of the staff shall be required to work more than 15 hours overtime in any one week, or more than 30 hours in any one month.

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17.2 Night work

17.21 Night work is work done between 10.30 p.m. and 8.00 a.m. However, if the hours worked form part of an evening shift, they shall be considered as night work only in so far as they overlap by at least one and a half hours the night work period.

17.22 Night work entitles the member of the staff concerned to an additional payment equal to half the hourly rate of basic salary plus any cost of living allowances (0.045% of the yearly basic salary plus any cost of living allowances).

17.23 Night overtime (i.e. work performed according to the provisions of both Article 17.11 and Article 17.21) is remunerated at a rate equal to 150% of the compensation paid for overtime worked by day.

17.3 Work on Sunday and public holidays

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

17.32 Overtime worked on Sundays and prescribed public holidays shall entitle the member of the staff to compensatory leave only. However, in the event of total inability to apply this rule, the member of the staff concerned may claim the same compensation as is granted for overtime (by day or at night, as appropriate) during the normal working week.

17.4 Application

17.41 Members of the staff in categories A and L are not entitled to pay nor, as a general rule, to compensatory leave for overtime or night work.

17.42 However, if members of the staff in these categories are repeatedly called upon, owing to service requirements, to work either substantially longer hours than, or inconvenient hours outside, the normal working week, the heads of NATO bodies may, at their discretion, authorise compensatory leave.

17.43 Overtime shall entitle other members of the staff:

- (a) to an equivalent amount of compensatory leave;
- (b) or, if compensatory leave cannot be granted owing to service requirements, to the payment of overtime calculated on the basis of the number of hours worked at the rate of 133% of the hourly basic salary as defined in Article 24 plus any cost of living allowances (0.06% of the yearly basic salary plus any cost of living allowances): payment for overtime shall normally be limited to 30 hours per month.

17.44 The shift system referred to in paragraph 15.2 will only give entitlement to the payment of overtime or to compensatory leave under the conditions set out above if the total time worked exceeds 43 hours a week.

17.45 The provisions of paragraphs 17.2 and 17.3 are not applicable to those members of the staff who, by reason of their normal duties, regularly work a shift system and whose emoluments include compensation for this. In certain circumstances, compensation for regularly worked overtime may also be included in the emoluments, in which case the conditions of paragraph 17.43 are also inapplicable.

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CHAPTER VI

SECURITY

Article 18 - On Induction

18.1 On taking up his duties, every newly-appointed member of the staff shall acquaint himself with the Security Regulations applicable to the NATO body concerned.

18.2 Information and documents of the kind to which the attention of the newcomer is particularly drawn are referred to as "classified".

18.3 The new member of the staff shall sign a declaration stating that he:

- (a) assumes responsibility for preserving the secrecy of the classified information with which his duties may bring him into contact;
- (b) undertakes to comply with the Security Regulations;
- (c) undertakes on separation from the Organization to return any classified documents which may be in his possession.

Article 19 - On Separation

19.1 On separation, the attention of the member of the staff shall be drawn to the declaration signed by him on appointment to the NATO body and he shall be reminded that, even after separation, he is still bound by the Security Regulations.

19.2 He shall then sign a declaration:

- (a) certifying that he has returned the classified documents which were in his possession;
- (b) undertaking to safeguard the secrecy of all classified information of which he has had cognizance.

Article 20 - Loss or Compromise of Classified Documents

In the event of the loss of a classified document or of any incident compromising the secrecy of classified information, the staff member concerned shall immediately notify the security officer or other designated official of the NATO body in which he is employed.

Article 21 - Obligations prior to Marriage

21.1 Any member of the staff planning to marry shall, under a procedure to be prescribed by the head of each NATO body, notify the personnel officer or other designated official of this intention at least three months before the date fixed for the ceremony.

21.2 The future spouse is required to fill in the same personal particulars form as applicants for appointment to the staff.

CHAPTER VII

SALARIES, ALLOWANCES, ADVANCES AND LOANS

Article 22 - Emoluments

22.1 The emoluments paid to members of the staff are of two kinds:

- (a) basic salary
- (b) allowances.

22.2 The scales of salaries and allowances of all members of the staff, including unclassified grades, are determined by the Council. Such scales are established for each member country in which NATO operates and are expressed in the currency of that country.

Article 23 - Provisions common to Salaries and Allowances

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

23.2 These emoluments shall be paid in the currency of the host country.

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

Article 24 - Basic Salary

By basic salary shall be understood the salary applicable to the grade and current step of the member of the staff. It includes increments but excludes all allowances.

Article 25 - Allowances

25.1 Members of the staff who fulfil the conditions of eligibility laid down in the Articles which follow shall receive the appropriate allowances.

25.2 These allowances are as follows:

- (a) cost of living allowance
- (b) expatriation allowance
- (c) head of family allowance
- (d) children's allowance
- (e) language allowance
- (f) installation allowance

25.3 In addition, there are certain special allowances payable at the discretion of the head of the NATO body:

- (a) other dependents' allowance
- (b) acting allowance
- (c) rental compensation.

25.4 At the time of appointment each member of the staff shall furnish all information necessary for the determination of his eligibility for allowances. Members of the staff must at once bring subsequent changes affecting eligibility to the attention of the head of the NATO body.

25.5 The effective date for the granting or withdrawal of the allowance shall be that on which the member of the staff qualifies or ceases to qualify for the allowance. Notwithstanding this provision, the date on which a member of the staff ceases to be eligible for the dependent children's allowance under Article 30.12 shall be one month after the end of the last term during which the child attended the educational establishment.

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

#### Article 26 - Additional Payments

26.1 The Organization contributes to the NATO Provident Fund (see Chapter XI) a sum equal to 14% of each staff member's basic salary including cost of living allowance(s) where appropriate, the member of the staff contributing 7% which is deducted from his emoluments.

26.2 In addition, the Organization and the member of the staff contribute to the system of social securities and insurances outlined in Chapter X.

#### Article 27 - Cost of Living Allowances

Cost of living allowances are granted from time to time in accordance with a procedure established by the Council.

#### Article 28 - Expatriation Allowance

28.1 Members of the staff in categories A, L and B shall be eligible for an expatriation allowance provided that:

- (a) they are not nationals of the host country,  
and
- (b) they do not have recognised status as residents of the host country on the date of taking up their appointment.

28.2 For the application of Article 28.1(b) above, residence arising out of employment on behalf of the staff member's government or for an international organization shall be disregarded.

28.3 Notwithstanding the provisions of the above paragraphs, the expatriation allowance shall not be paid:

- (a) to a married female member of the staff whose husband is gainfully employed in the host country unless she has the status of head of family;
- (b) to unmarried members of the staff living with their parents when the latter have an established residence within commuting distance of the place or employment;
- (c) to female staff members originally of host country nationality who changed nationality on marriage but who, being widowed or divorced, have resumed residence in the host country.

28.4 In cases where the application of these provisions would cause special hardship, heads of NATO bodies may authorise an exception.

#### Article 29 - Head of Family Allowance

29.1 Heads of families shall be entitled to an allowance based on the scale as prescribed from time to time by the Council.

29.2 Heads of families are defined as:

- (a) married male members of the staff;
- (b) married female members of the staff who have been recognised as heads of family either by law, by decree, or by decision of a court;
- (c) widowed, divorced, separated (de facto or de jure) or unmarried members of the staff who have a child or children dependent on them for main and continuing support.

29.3 Where a husband and wife are both employed by the Organization, only one of them shall be deemed to be the head of family.

29.4 This allowance shall be payable to married female members of the staff with dependent children whose husbands are called to military service for a period exceeding three months and who receive no family allowances from any other source.

Article 30 - Children's and Other Dependents' Allowance

30.1 Dependent children's allowance

30.11 This allowance is paid to a member of the staff for each child under 18 years of age who is dependent upon him for main and continuing support.

30.12 Heads of NATO bodies shall also grant this allowance in respect of children between 18 and 25 years of age who are receiving a school or university education or vocational training and who are dependent upon a member of the staff as defined in Article 30.11 above. If, however, the child concerned is already receiving an allowance for the same purpose from another source (scholarship, government grant, etc.), the amount of such other allowance is deducted from the allowance payable by the Organization.

30.2 Other dependents' allowance

The allowance may also be granted by the head of NATO body in respect of ascendants and other close relatives by blood or marriage dependent on and constituting a heavy burden for a member of the staff legally or otherwise proved to be responsible for their main and continuing support.

Article 31 - Language Allowance

This allowance shall be granted to grade B.1 and B.2 members of the staff who demonstrate by means of an appropriate test that they have an adequate knowledge of both official languages (English and French).

Article 32 - Installation Allowance

32.1 Eligibility

32.11 An installation allowance shall be granted to members of the staff whose established residence was more than 100 km. from the place of employment at the time when they accepted employment and who move their domicile in order to take up appointment.

32.12 Staff members transferred within the Organization to another place of employment 100 km. or more away for duty presumed to be for a period of not less than one year shall also be granted an installation allowance.



32.13 If the appointment of a member of the staff becomes invalid because he fails to pass the initial medical examination, he shall not normally be entitled to this allowance.

32.2 Rate and conditions of payment

32.21 On taking up his appointment, a member of the staff eligible under Article 32.1 shall receive an installation allowance amounting to 30 days' basic salary plus cost of living allowance(s) where appropriate.

32.22 In addition, a head of family without children or with only one dependent child shall receive a second payment of 15 days' basic salary plus cost of living allowance(s) where appropriate, provided that his contract has been confirmed and that his family has established residence with him. This payment shall be increased for a head of family with two or more dependent children to 30 days' basic salary plus cost of living allowance(s) where appropriate.

32.23 Members of the staff shall be required to reimburse half of the installation allowance if they leave their appointments of their own accord before two years have expired.

32.3 Exceptions

Heads of NATO bodies may authorise an exception to the provisions governing eligibility and reimbursement where they feel that strict application might cause special hardship.

Article 33 - Acting Allowance

33.1 An acting allowance may be paid to a member of the staff who is formally designated to take over temporarily for a period of not less than three months the responsibilities of a head of service or section of grade A.4 or above.

33.2 This allowance will only be paid if the staff member's own grade is lower than that of the post which he is temporarily called upon to fill.

33.3 The rate of the allowance will be equivalent to the value of one incremental step of the staff member's own grade.

33.4 Payment of the allowance will start from the date of which formal designation is made. It will be reviewed by the head of the NATO body after a period of six months.

Article 34 - Rental Compensation

34.1 Members of the staff who occupy accommodation appropriate to their grade and family circumstances and who pay a monthly rent exceeding one-fifth of their total monthly emoluments may submit a claim for rental compensation.

34.2 For the purposes of the present Article, the expression "total monthly emoluments" shall signify the whole of the salary and allowances enumerated in Articles 24 and 25.2, except installation allowance after deduction of the staff member's compulsory contributions to the Provident Fund, social security and supplementary insurance.

34.3 "Rent" shall signify the actual rent paid exclusive of all charges such as heating, water, gas, electricity, and maintenance service. When such charges are included in the rent paid, a corresponding amount shall be deducted.

34.4 The monthly allowance shall not exceed half the difference between the monthly rent paid and 20% of the total monthly emoluments, and shall not exceed 5% of such total emoluments.

34.5 Claims shall be submitted on a standard form to the Personnel Service. They shall be considered by a special administrative committee, which will submit them with its recommendation to the head of the NATO body for decision.

Article 35 - Currency Transfers

35.1 Members of the staff in receipt of expatriation allowance shall be entitled to transfer at least 50% of their total emoluments into the currency of their home countries.

35.2 The sums payable to a member of the staff in receipt of expatriation allowance (or his legal beneficiaries) when he ceases to be employed by the Organization shall be transferable in full.

35.3 Exceptionally, and if fully justified by circumstances, the Secretary General or Supreme Allied Commander may authorise the transfer of more than 50% of the total emoluments referred to in Article 35.1 or transfers into the currency of a country other than the staff member's home country.

35.4 Members of the staff shall be informed of the procedure to be followed in effecting currency transfers.

35.5 Any abuse of duly promulgated regulations dealing with currency transfers will make the member of the staff concerned liable to disciplinary action without prejudice to any legal action which may be taken under national legislation.

Article 36 - Advances and Loans

36.1 Advances

36.11 Advances on the current month's emoluments may be granted under conditions to be prescribed by the head of the NATO body. Such advances shall be deducted from the emoluments payable for that month.

36.12 If justified by circumstances, the head of the NATO body may authorise advances up to one month's emoluments once per calendar year. These advances shall be repaid by deduction from emoluments not later than three months after the month in which the advance was made.

36.2 Loans

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

36.22 In addition, long-term loans may be authorised from the Provident Fund (see Chapter XI).

36.3 Common provisions

36.31 Advances under Article 36.12 and loans under Article 36.21 above shall not be made concurrently.

36.32 If a staff member's contract terminates before an advance or loan has been repaid in full, the outstanding balance shall fall due immediately and shall be deducted from the emoluments, allowances and share of the Provident Fund due to the member of the staff or, in the case of death, his legal beneficiaries.

CHAPTER VIII

TRAVEL AND REMOVAL

Article 37 - Expenses of Candidates

37.1 Candidates who are invited for interview shall be entitled, subject to the presentation of supporting documents, to reimbursement of the reasonable travel expenses incurred for their journey to and from the place of interview under the conditions laid down in Article 40 and on the basis of the grade allotted to the post for which they have applied.

37.2 If the interview and journey involved for that purpose cannot be completed in less than 24 hours, candidates shall be entitled, in addition to the travel expenses specified in Article 37.1 above, to the appropriate subsistence allowance granted to members of the staff travelling on duty.

Article 38 - Travel Expenses between Established Residence and Place of Duty

38.1 A member of the staff whose permanent residence at the time of taking up duty with NATO is at least 100 km. from the place of employment shall be entitled, within the terms of Article 40, to the payment of travel expenses:

- (a) when taking up duty, for the journey from his place of residence to the place of employment;
- (b) when taking home leave, for the round-trip journey between his place of employment and his home(1);
- (c) when leaving the service of the Organization, for the journey from his place of employment:
  - (i) either to his place of residence before taking up duty;
  - (ii) or to another place, provided that the expenses shall not exceed those specified under (i) above.

38.2 The spouse and dependent children (as defined in Article 30.1) of a member of the staff who has satisfactorily completed his probationary period shall also be entitled to reimbursement of the expenses specified in the foregoing paragraph, provided that they have established residence with the head of the family and the supporting documents have been produced.

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(1) On taking up his post, the staff member shall give in writing his official home address. He must present valid justification for any change of that address while in the employ of the Organization.

38.3 Payment of the travel expenses mentioned in the present Article will normally be disallowed in whole or in part:

- (a) if all or part of the travel expenses are borne by a government or other authority;
- (b) if the person concerned has resigned before having completed twelve months' service with the Organization (except in special cases of force majeure);
- (c) if the request for reimbursement has not been received within six months from the date of leaving the service of the Organization.

38.4 The head of the NATO body may, under exceptional circumstances, authorise the payment of travel expenses for dependents of persons who have received an allowance in accordance with the provisions of Article 30.2.

38.5 No subsistence allowance shall be payable for travel under this Article.

38.6 The provisions of this Article shall also apply to members of the staff and their families on transfer within the Organization to another place of employment.

38.7 Heads of NATO bodies may authorise an exception to the distance criterion in Article 38.1 where they feel that strict application might cause hardship.

#### Article 39 - Removal Expenses

39.1 Members of the staff eligible for the payment of installation allowance under Article 32.1 shall be entitled to the payment of expenses incurred for the removal of household goods and personal effects not including motor cars provided that the probationary period has been satisfactorily completed. Payment may, however, be refused, except in special cases of force majeure, if the member of the staff resigns before completing 12 months' service with the Organization.

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

	<u>Heads of Family</u>		<u>Others</u>	
	<u>kg.</u>	<u>cu.m.</u>	<u>kg.</u>	<u>cu.m.</u>
Unclassified	7,000	55	5,000	50
Categories A and L	6,000	40	4,000	30
Category B	3,000	20	2,000	20

To these figures can be added 500 kgs. and 4 cu.m. per child residing with the head of family.

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

39.4 The Organization will pay, according to the provisions of Article 38.1, for only two consignments of household effects to the place of employment and for one consignment from the place of employment; in the latter case, the right to reimbursement shall lapse if not claimed within two years of leaving the Organization. In no case, will warehousing or other storage costs be admitted.

39.5 Members of the staff shall not be entitled to the payment of their removal expenses if the expenses are reimbursable by a government or other authority.

39.6 Heads of NATO bodies may authorise an exception to the distance criterion in Article 32.1 where they feel that strict application might cause hardship.

Article 40 - Travel on Duty

40.1 Expenses in connection with travel on official NATO duty shall be paid in accordance with the provisions of the present Article and those of the following Article.

40.2 Subject to the provisions of the following Articles, travel shall be performed by the most rapid and economical means commensurate with the nature and urgency of the mission. It shall normally be by air(1).

40.3 For good and sufficient reason, the head of the NATO body may authorise either the use of other means of transport even though satisfactory facilities for air travel exist, or first class air travel for members of the staff who would otherwise be entitled only to second class air travel according to Article 40.51(b) below.

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(1) Military air transport will be used when required.

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40.4 A member of the staff who cannot travel by air for certified medical reasons may be authorised to use alternative means of transport. In this case, the provisions of Article 40.7 will not apply.

40.5 Means of travel

40.51 For travel by air:

- (a) unclassified members of the staff and members of the staff in grades A.6 and above will be entitled to first class travel;
- (b) all other members of the staff will be entitled to second class air travel ("tourist" or "economy" class according to the air line selected);
- (c) air passages do not give the right to the use of a sleeping berth, except by special decision of the head of the NATO body;
- (d) on transatlantic flights, members of the staff travelling second class will nevertheless be entitled to reimbursement of excess luggage charges up to a maximum of the first class baggage allowance.

40.52 For travel by rail:

- (a) unclassified members of the staff and members of the staff in categories A L and B are entitled to first class train travel;
- (b) personnel in category C are entitled to second class train travel;
- (c) for journeys involving night travel (i.e. travel between the hours of 23.00 and 06.00) of a minimum of 4 hours, unclassified members of the staff and members of the staff of grades A.5 and above and L.5 have the right to a single first class sleeping compartment, members of the staff in the other A and L grades have the right to a double first class sleeping compartment, and members of the staff in categories B and C have the right to a second class sleeping compartment (the ticket, where necessary, being adjusted accordingly).

40.53 For travel by water:

- (a) unclassified members of the staff and members of the staff of grades A.5 and above and L.5 will be entitled to first class accommodation;
- (b) members of the staff in the other A and L grades will be entitled to cabin class;
- (c) members of the staff in categories B and C will be entitled to tourist class.

40.6 With a view to facilitating the transaction of official business, the head of the NATO body may authorise members of the staff of lower grades to travel under the same conditions as members of the staff of higher grades whom they are accompanying. In this case, the travel costs shall be paid at the higher rate.

40.7 If a member of the staff travelling on official duty chooses, and is authorised, to travel by means other than those foreseen in Article 40.2 above, the following provisions shall apply:

- (a) he shall be entitled to the payment of a sum not exceeding the cost of the appropriate ticket or tickets, excluding supplements;
- (b) he shall not be entitled to subsistence allowance for any excess travel time;
- (c) any excess working time taken by him will count against his annual leave.

40.8 Use of private vehicles

40.81 In the interests of the Organization or when no other satisfactory means of transport is available, members of the staff may be authorised according to the procedure established under Article 40.91 to use their own cars. In this case, they shall be entitled to the payment of an approved kilometric allowance based on the number of kilometres by the shortest normal route.



40.82 They shall also be entitled to reimbursement of ferry, toll and similar charges actually incurred and to the payment of an approved kilometric allowance for each authorised passenger.

40.83 The payment of the kilometric allowance precludes reimbursement of any travelling expenses to members of the staff travelling with the owner of the car. However, each officially authorised traveller shall be entitled to subsistence allowance.

40.84 Members of the staff authorised to use their own cars when travelling on official duty will present evidence in advance of travel that they hold full and valid third party insurance. This must, in particular, cover any passengers carried, the passenger allowance paid under Article 40.82 being given to offset any additional cost.

40.85 Members of the staff have no claim on the Organization in respect of material damage or injury either to themselves (except as provided for in Chapter X) or to third parties resulting from an accident sustained in the course of an official mission while using their private cars. They shall sign an undertaking to this effect in advance of such travel.

#### 40.9 Authorisation procedure

40.91 All travel must be duly authorised according to a procedure to be established by the head of each NATO body. Travel vouchers will only be issued after such authorisation has been given.

40.92 As an exception, and on duly justified grounds, the member of the staff may be authorised to make his own travel arrangements or to change those which have been made. In either case, the member of the staff shall, on his return, provide a detailed justification of the conditions under which his journey was performed, in default of which expenses can only be reimbursed on the basis of the appropriate tickets.

#### Article 41 - Subsistence Allowance

41.1 Members of the staff travelling on official duty shall be entitled to a subsistence allowance when they are absent from their place of employment for more than 24 hours.

41.2 The rates which shall apply to subsistence allowance shall be established by the Council.

41.3 Exceptionally, heads of NATO bodies may authorise the payment of subsistence allowance at a higher rate than that to which members of the staff are entitled, when this will facilitate the transaction of official business.

41.4 The number of days spent travelling on duty shall be calculated in periods of 24 hours from the hour of leaving the place of employment to the hour of return. Any period of 12 hours in excess of 24 hours or any multiple of 24 hours shall count as a day.

41.5 When less than 24 hours is spent on travelling on official duty, the member of the staff concerned shall be entitled to reimbursement of reasonable expenses actually incurred within the limits of the appropriate rate of subsistence allowance, provided that supporting vouchers are produced.

41.6 Subsistence allowance will be reduced:

- (a) by two-thirds for sea voyages when more than 48 hours are spent at sea;
- (b) by one-third for the period covered by the journey for members of the staff travelling to and from the United Kingdom by night ferry;
- (c) by one-third if a member of the staff travels on official duty to the town of his official home (see footnote to Article 38.1(b)) provided that his family is still in residence there.

41.7 Unless the head of the NATO body rules otherwise, subsistence allowances will be reduced by one-quarter for a stay of any period in excess of 30 continuous days in any one locality. A stay shall be considered broken if interrupted for more than seven consecutive days and provided that the member of the staff concerned could not know in advance that he would necessarily have to return to the same locality.

41.8 A member of the staff who is placed on sick leave while travelling on official duty shall be entitled to subsistence allowance.

41.9 The allowances provided for in the present Article shall be deemed to cover all the expenses liable to be incurred by a member of the staff travelling on duty, except expenses of the nature mentioned hereunder, for which additional reimbursement may be claimed:

- (a) visa fees and similar charges;

- (b) excess luggage charges: however, in the case of air travel, the luggage concerned must be carried for official purposes or with the specific authorisation of the head of the NATO body;
- (c) postal, telegraph and long distance telephone expenses incurred for official purposes;
- (d) hospitality expenses incurred in conformity with instructions issued by the head of the NATO body.

41.10 Taxi fares will normally only be reimbursed at the start and end of each journey. Any additional taxi fares will only be reimbursed if evidence to the satisfaction of the appropriate authority is provided showing that the charges were incurred necessarily.

CHAPTER IX

LEAVE

Article 42 - Annual Leave

42.1 Entitlement

42.11 Members of the staff shall be entitled to paid annual leave at the rate of  $2\frac{1}{2}$  working days for each month of service completed. Such leave shall not accrue during maternity leave, sick leave during which salary is paid by the insurance company under the supplementary insurance scheme, and leave without pay.

42.12 No member of the staff shall be entitled to take more than five weeks' annual leave consecutively during any calendar year. Two periods of not less than two weeks or one longer period of annual leave should normally be taken during the year.

42.13 Heads of NATO bodies shall establish annual leave schedules with due regard to the exigencies of the service.

42.2 Leave taken in advance

42.21 Annual leave may be granted in advance during the calendar year in which it accrues.

42.22 This provision shall not apply to members of the staff serving a probationary period.

42.23 If a member of the staff takes all or part of his annual leave in advance and leaves the service of the Organization before the end of the year, a sum corresponding to one-thirtieth of his last monthly emoluments including the Organization's contributions to the Provident Fund shall be deducted in respect of each day's leave taken in excess of leave due.

42.3 Untaken leave

42.31 Members of the staff will be entitled to their annual leave only during the calendar year in which it accrues. However, where it was impossible, owing to exigencies of work, for a member of the staff to take all his annual leave during the calendar year, the balance due to him may be granted before 30th April of the following year.

42.32 Where the head of a NATO body determines that it was impossible, owing to exigencies of work, for a member of the staff to take all his annual leave even after taking into account the extended period referred to in Article 42.31, untaken leave may be carried forward as a credit for repayment when the member of the staff leaves the service of the Organization. For each day of leave so accumulated, the member of the staff shall be entitled to repayment of one-thirtieth of his monthly emoluments, including the Organization's contributions to the Provident Fund, calculated as at the date of his separation from the Organization. In no case can such leave be accumulated in excess of one month's emoluments.

42.33 In addition, a member of the staff who has not taken all the annual leave due to him in respect of the year in which he leaves the service of the Organization shall be entitled to a corresponding payment of one-thirtieth of the emoluments, including the Organization's contributions to the Provident Fund, which he is receiving at that date for each day of leave accumulated.

42.4 Authorisation procedure

Applications for annual leave shall be submitted and processed under a procedure prescribed by the head of each NATO body.

42.5 Visits to the Soviet Union and other Communist Areas

42.51 Any member of the staff wishing to visit the Soviet Union or any of the countries listed below(1) shall state his intention in writing. He shall not undertake such a journey until the authorisation of the head of the NATO body, acting in accordance with a prescribed security procedure, has been obtained.

42.52 Disciplinary action will be taken against any member of the staff having visited one of these countries without such authorisation.

Article 43 - Leave for Military Service or Training

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

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(1) Poland, Czechoslovakia, the Soviet Zone of Occupation of Germany, East Berlin, Hungary, Rumania, Bulgaria, Albania, the Chinese Peoples' Republic, Outer Mongolia, Northern Korea, Northern Vietnam, Cuba, Guinea and Yugoslavia.

43.2 Before undertaking periods of military service, members of the staff will inform the head of the NATO body and will ascertain under what conditions the special leave referred to in Article 43.1 above can be granted.

43.3 Members of the staff must obtain the authorisation of the head of the NATO body to attend all voluntary military training, and must show that this training is essential to enable them to keep abreast of progress in a highly specialised technical field.

#### Article 44 - Home Leave

44.1 Members of the staff eligible for the payment of expatriation allowance shall, under the provisions of Article 44.6 below, be entitled as from the date of completion of every two years' service to paid home leave. The duration of this leave shall be eight working days plus travel time both ways calculated on the basis of the most rapid means of public transport.

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

44.3 The member of the staff eligible for home leave shall be entitled to reimbursement of travel expenses under the provisions of Article 38 and Article 40. If a member of the staff chooses to use his private motor vehicle, he shall be entitled to reimbursement under the provisions of Article 40.8 up to the limit of a sum not exceeding the cost of the appropriate ticket or tickets, excluding supplements.

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

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

44.6 Home leave shall only be granted provided that:

- (a) the member of the staff agrees in writing to take such leave in his official home country (see Article 38.1(b));
- (b) the member of the staff agrees in writing to remain in the service of the Organization for six months after the date on which he became entitled to home leave, irrespective of the date on which he took it;

- (c) the head of the NATO body certifies that, to the best of his knowledge, the staff member's services will be required during these six months.

44.7 Failure to spend his home leave in his official home country or to comply with the undertaking given in Article 44.6(b) will entail the following consequences for the member of the staff irrespective of any other disciplinary action which may be taken:

- (a) he will be required to reimburse the whole of the travel costs incurred by the Organization;
- (b) the number of days taken will be deducted from the annual leave to which he is entitled.

44.8 The head of the NATO body may refrain from imposing penalties in the event of non-observance of the undertaking required under Article 44.6(b) if he considers that strict enforcement will lead to injustice or hardship.

#### Article 45 - Absence for Health Reasons and Sick Leave

45.1 Members of the staff absent owing to sickness or accident shall at once notify their heads of service, who will advise the Personnel Service.

45.2 Members of the staff absent owing to sickness or accident for more than three consecutive calendar days shall be required to produce a medical certificate within three days of ceasing work. A medical certificate may also be required for repeated absences of less than three consecutive days.

45.3 Absences occasioned by sickness or accident which last not more than three calendar days and for which no medical certificate has been required shall, to the extent that they exceed nine working days in any one calendar year, entail a corresponding reduction of the annual leave due to the member of the staff concerned or a corresponding reduction in his emoluments if he has already taken his annual leave in full.

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

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

#### 45.6 Extended sick leave

45.61 Members of the staff absent owing to duly recognised sickness or accident supported by medical certificates

shall be entitled to sick leave with full emoluments, including Provident Fund contributions, for a maximum period of 36 consecutive months, under the provisions of Articles 45.62 to 45.67.

45.62 The first three months of such an absence will be considered as normal service with the Organization and the member of the staff concerned will continue to receive salary increments and to accrue leave.

45.63 Thereafter, the staff member will be covered by the provisions of the group insurance policy, as specified in Chapter X.

45.64 Extended sick leave in excess of three consecutive months shall not count towards calculation of the date on which the member of the staff may become entitled to a salary increment. It excludes all leave entitlement.

45.65 Members of the staff on extended sick leave will continue to be covered by the provisions of the Agreement on the Status of the North Atlantic Treaty Organization, National Representatives and International Staff or of the Protocol on the Status of International Military Headquarters. They will be shown as supernumerary personnel on the establishment tables.

45.66 These provisions shall apply notwithstanding the fact that the staff member's contract might otherwise have come to an end during the period of sick leave, except that in such case he shall not receive salary increments or accrue leave, under Article 45-62.

45.67 Continued absence due to sickness or accident extending over more than three months may be regarded by the head of the NATO body as grounds for termination of contract on the conditions laid down therein. However, separation will not become effective until the end of the period in which the member of the staff is in receipt of full emoluments under the group insurance policy.

Article 46 - Special Leave

46.1 Leave for private reasons

46.11 The head of the NATO body may, as an exception and for private or urgent reasons, grant:

- (a) special leave of not more than eight working days per year with full or part emoluments;
- (b) unpaid leave.

46.12 The date on which the next salary increment becomes due shall be postponed by the period of unpaid leave taken.



46.13 Members of the staff on unpaid leave for private reasons may, at the discretion of the head of the NATO body, be entitled during such period to the benefits available under the group insurance scheme described in Chapter X below, provided they pay the Organization every month a sum equal to the total premiums due to the insurers and based on their last-earned monthly emoluments. In exceptional circumstances, however, the Organization may continue to bear its share of the premiums if it is in its best interests to do so.

46.2 Leave on marriage

Special leave of one calendar week with full emoluments shall be granted on the occasion of the marriage of a member of the staff.

46.3 Maternity leave

46.31 Maternity leave, consisting of six weeks' pre-natal and six weeks' post-natal leave with full emoluments, shall be granted to female members of the staff on production of an appropriate medical certificate.

46.32 This entitlement remains valid even if the member of the staff notifies the Personnel Service of her intention to leave the service of the Organization at the end of the period of maternity leave.

46.4 Quarantine

46.41 A member of the staff contracting an infectious disease must absent himself from duty and report the circumstances immediately to the Personnel Service.

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

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

46.44 Members of the staff shall submit to such vaccinations or inoculations as may be required by the Organization.

CHAPTER X

SOCIAL SECURITIES AND INSURANCES

Article 47 - Extent of Insurance

Members of the staff are insured to provide for:

- (a) the reimbursement within established limits of the medical expenses of the staff member and his recognised dependents;
- (b) in the event of loss of salary through sickness or injury resulting in sick leave in excess of three consecutive months as described in Article 45.6, the continuing payment of gross emoluments up to a maximum of 33 months thereafter;
- (c) in the event of loss of earning capacity through permanent disability, the continuing payment of a minimum of one-third and a maximum of two-thirds, depending on the degree of disability, of gross emoluments for so long as the disability continues but not beyond the age of 65;
- (d) in the event of death from natural causes, the benefits provided for in Articles 50.22 and 50.24 below;
- (e) in the event of death resulting from an accident, an amount equivalent to five years' emoluments.

Article 48 - Method of Insurance

48.1 This insurance is provided either by participation in the national social security system of the host country, supplemented as necessary by a group insurance scheme, or by participation in a group insurance scheme only.

48.2 Authority is vested in the Secretary General and in the Supreme Allied Commanders to determine the method of insurance to be applied in each host country and to enter into the necessary agreements to that end with the government of the host country and/or with suitable insurers.

48.3 Participation in the method of insurance selected by the Secretary General or a Supreme Allied Commander, as appropriate, is compulsory for all members of the staff.

48.4 On appointment to a NATO body, members of the staff shall be informed of the specific conditions applicable to them.

Article 49 - National Social Security Systems

49.1 Where participation in the national social security system of the host country is decided upon, such participation will be in accordance with the arrangements agreed on by the government of the host country and the Secretary General or the Supreme Allied Commander as appropriate.

49.2 Such arrangements will provide for the exclusion of the Organization and its members of the staff from compulsory participation in the old-age pension and family allowance elements of the national social security system. This exclusion results from the provision which the Organization already makes for a Provident Fund and for the payment of children's allowances.

Article 50 - Contributions

50.1 National social security systems

50.11 Contributions to national social security systems are payable by the Organization as employer and by members of the staff as employees in accordance with the regulations of the systems and subject to the agreement entered into between the Secretary General or Supreme Allied Commander and the host country authorities.

50.12 If a member of the staff contributes to the old-age pension element of a national social security system, whether that of the host country or that of the staff member's home country, the payment of the total contributions involved is the responsibility of the member of the staff. He may, however, elect to have the amount of such contributions deducted from the contributions to the Provident Fund.

50.2 Group insurance schemes

50.21 Except as provided below, contributions to group insurance schemes are payable two-thirds by the Organization and one-third by the individual members of the staff.

50.22 In the event of the death from natural causes of a member of the staff, the group insurance system will make up the staff member's Provident Fund holding to an amount equivalent to one year's emoluments at the date of death. This sum will be payable to the designated beneficiary(ies) or rightful heir(s). If at the date of death the Provident Fund holding is equal to or exceeds one year's emoluments, no payment will be made under this insurance.

50.23 The cost of this insurance will be borne entirely by the Organization.

50.24 At the request of the Staff Associations, the Secretary General and Supreme Allied Commanders have extended the compulsory life insurance cover available to members of the staff under Article 50.22 above to ensure the payment of an amount equivalent to:

- (a) one year's emoluments in addition to the Provident Fund holdings at the date of death to the designated beneficiaries or rightful heirs of unmarried members of the staff and members of the staff without recognised dependents; and
- (b) two years' emoluments in addition to the Provident Fund holdings at the date of death to the designated beneficiaries or rightful heirs of married members of the staff and those with recognised dependents.

50.25 The resulting additional premium is payable in full by members of the staff.

Article 51 - Eligibility

51.1 National social security system

51.11 Members of the staff shall be eligible for the benefits of those parts of the national social security system in which they participate according to the regulations of that system.

51.12 Where the Organization continues to pay full emoluments to a member of the staff during a period of sick leave or maternity leave, any daily sickness allowance payable under the national social security system to compensate for loss of earning capacity shall accrue to the Organization.

51.2 Group insurance schemes

Members of the staff shall be eligible for the benefits of the group insurance scheme in which they participate only after they have successfully passed the required medical examination. Subject to such medical examination, cover under a group insurance scheme extends from the commencement of the first day of employment until the close of the last day of employment.

CHAPTER XI

PROVIDENT FUND

Article 52 - General Provisions

52.1 Each member of the staff is affiliated to the NATO Provident Fund. His holding in the Fund represents a benefit to be paid on completion of service with the Organization.

52.2 The Fund is administered by the Secretary General acting on the advice of a Board of Supervisors.

52.3 Full information regarding the purpose of the Fund and its administration, the conditions of affiliation, contributions, individual accounts, payment of benefits, etc., is contained in the Regulations of the Fund as approved by the Council.

Article 53 - Assets of the Fund

53.1 All assets of the Fund shall be placed on deposit, acquired and held in the name of the Organization. They shall not be merged with other funds of the Organization.

53.2 An individual account with the Fund shall be opened for each member of the staff.

Article 54 - Withdrawals from Individual Accounts

54.1 Social security and pension schemes

54.11 Members of the staff may obtain, by deductions from the amounts standing to their individual accounts with the Fund, reimbursement of expenditure entailed by:

- (a) their voluntary affiliation to the old-age pension scheme of their national social insurance system;
- (b) their affiliation to the pension scheme applying in their own national administration, in the case of civil servants or military personnel seconded to the Organization.

54.12 Members of the staff wishing to avail themselves of these arrangements shall send a written application to the Personnel Service, together with any documents supporting their claims.

54.2 Housing loans

54.21 Within the limits of the conditions established by the Secretary General, members of the staff may be authorised to withdraw from their individual accounts in the Provident Fund the amounts needed for the purchase, construction or improvement of a house or flat to be occupied by them. Such loans will be approved by the head of the NATO body on the basis of the recommendations of a Loan Committee.

54.22 The amounts withdrawn for this purpose shall be repaid into the Provident Fund by means of monthly deductions from the staff member's salary. Full repayment shall normally be made within five years and shall in no case extend beyond a maximum period of eight years.

54.23 The conditions under which such withdrawals may be made, the maximum amount of withdrawals, the composition of Loan Committees and, in general, all detailed implementary provisions will be decided by the Secretary General in consultation with the Board of Supervisors of the Fund.

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CHAPTER XII

REPORTS, ADVANCEMENT, CHANGES OF POST OR GRADE

Article 55 - Reports

55.1 The head of each NATO body shall establish a system designed to evaluate periodically the proficiency of each staff member in the performance of his duties and his potential for future use in the Organization.

55.2 The system shall include periodic performance reports submitted on a standard form.

55.3 Reports shall not be shown to the members of the staff concerned.

55.4 However, in the case of adverse reports, their substance shall be conveyed orally to the members of the staff concerned, and the Personnel Service shall be informed in writing that this has been done.

Article 56 - Advancement

56.1 In principle, each member of the staff, except as specified for fixed term contracts in Article 5.24, will advance one step every year if holding a category A, B or C post or every 18 months if holding a category L post until he reaches the highest standard step of his grade, provided his services and his conduct have been satisfactory since the date of his previous advancement.

56.2 Members of the staff in those grades for which special steps have been approved may be advanced to the first special step of their grade provided they have completed eight years' international service with the Organization and have been at the highest standard step for three years.

56.3 After completing three years' service at the first special step, the members of the staff concerned may advance to the second special step.

56.4 In calculating the date for advancement to the next step, no unpaid leave granted in implementation of Article 46.11(b) or extended sick leave covered by Article 45.63 shall count as service completed by the member of the staff.

Article 57 - Changes of Post or Grade

57.1 Before initiating recruitment outside the staff, the head of the NATO body shall consider the qualifications of serving members of the staff in relation to vacant posts in the establishment. Where appropriate, he shall arrange for notices to be displayed giving information as to vacancies in the Organization, and shall notify other NATO bodies of vacancies on his establishment so that well-qualified candidates within the Organization may apply through their Personnel Services.

57.2 In selecting members of the staff to fill vacant posts, account will be taken of their professional qualifications rather than of length of service.

57.3 Transfer to a different post or change of grade will entail a three months' probationary period to ensure that the member of the staff has the ability to carry out his new duties.

Article 58 - Effective Date

58.1 The financial consequences of an advancement of step shall take effect either from the first day of the current month or from the first day of the following month, according to whether the date of advancement falls before or on or after the 16th of the month.

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

58.3 However, if a member of the staff is selected to fill a higher graded post for which he is nevertheless not considered to possess all the required qualifications, he may occupy the post at a lower grade than that attached to the post. The full financial consequences will in this case become effective only from the date on which he is considered to fulfil all the requirements.

58.4 If an existing post in the approved establishment is to be downgraded, the head of the NATO body shall seek authority to safeguard the vested rights of the member of the staff holding that post before the downgrading of the post becomes effective. Where the measures agreed upon involve retention of the previously held grade, limitations may be imposed on the length of time the contractual grade may be retained or on the entitlement to within-grade advancement.



CHAPTER XIII

DISCIPLINE

Article 59 - Disciplinary Action

59.1 Disciplinary action may be taken against a member of the staff whose work or conduct is unsatisfactory.

59.2 Each disciplinary action taken shall, together with the reasons, be recorded in the staff member's file and, except in the case of action taken under Article 59.3(a) below, shall be notified in writing to him.

59.3 Disciplinary action includes:

- (a) oral warning;
- (b) written censure;
- (c) postponement of a salary increment;
- (d) temporary suspension from duties entailing the withholding of emoluments in whole or in part;
- (e) dismissal.

59.4 Dismissal may be enforced with or without forfeiture of part or all of the contractual period of notice, or of the indemnity for loss of office, or of the sums paid into the staff member's account with the Provident Fund by the Organization (i.e. employer's contribution only), or a combination of any of these three.

Article 60 - Disciplinary Powers and Procedures

60.1 Disciplinary action is taken under the authority of the heads of NATO bodies in accordance with procedures to be prescribed by them.

60.2 A member of the staff against whom a charge of serious misconduct is made may be suspended immediately from his functions if the head of the NATO body considers that the charge is prima facie well-founded and that the staff member's continuance in office during investigation of the charge might prejudice the Organization. The order for suspension from office will stipulate whether or not the member of the staff in question shall be deprived of his emoluments in whole or in part pending the results of the enquiry.

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

60.4 Before a final decision is taken under (c), (d) or (e) of Article 59.3, the staff member shall be entitled to submit oral or written comments.

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CHAPTER XIV

COMPLAINTS AND APPEALS

Article 61 - Complaints

61.1 Members of the staff shall, in the first instance, refer any complaint affecting their conditions of work or service to the head of their division or office, through their immediate superior.

61.2 Members of the staff shall be entitled at any time to consult the Personnel Service with regard to their complaints. Except when complaints are based on purely personal grounds, they shall notify their immediate superior of their intention to state a complaint to the Personnel Service.

61.3 In the last resort, members of the staff shall be entitled to submit their complaints, in writing, to the head of the NATO body, through the Personnel Service, who will send a copy of the complaint, for information, to the head of the division or office concerned.

Article 62 - Appeals Board Procedure

62.1 Members of the staff submitting complaints to the head of the NATO body in accordance with the provisions of Article 61.3 above shall be entitled to request that the complaint be considered by an Appeals Board. Alternatively, the head of the NATO body may decide to submit the complaint to an Appeals Board on his own initiative.

62.2 Members of the staff shall not be entitled to request that a complaint in connection with matters covered in their contracts be considered by an Appeals Board under the provisions of Article 62.1 above.

62.3 In cases where a member of the staff has requested that his complaint be submitted to an Appeals Board, and the head of the NATO body has granted the request, or in cases where the head of the NATO body himself decides to submit a complaint to an Appeals Board, he shall, within eight days, refer the appeal to a Board, constituted as follows:

- (a) a Chairman, appointed by him;
- (b) a representative of the Administration, also appointed by him, preferably from a division other than that of the appellant;
- (c) a representative of the Staff Committee, described in Article 88;

- (d) a member of the staff chosen by the Staff Committee from among members of the staff of the same grade as the appellant.

62.4 The Board shall give an opinion within 15 days, and the head of the NATO body shall give his ruling not more than 15 days after receiving the opinion of the Board.

62.5 The decision of the head of the NATO body on an appeal shall be final, but before the final orders are passed the appellant shall have the right to see the head of the NATO body.

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CHAPTER XV  
SEPARATION

Article 63 - General Provisions

Separation from the Organization may result from:

- (1) expiry of contract;
- (2) resignation;
- (3) termination of contract;
- (4) dismissal;
- (5) attainment of the age limit.

Article 64 - Resignation

64.1 Any member of the staff wishing to resign must notify the Personnel Service of his decision in writing through his immediate superior. This notice of resignation shall state the date on which separation will become effective, which shall in no case be before the end of the period of notice stipulated in his contract.

64.2 On behalf of the head of the NATO body, the Personnel Service shall acknowledge receipt of the resignation. This resignation is then irrevocable unless otherwise mutually agreed.

64.3 Resignation shall not be a reason to preclude disciplinary action.

64.4 No member of the staff shall relinquish his post before the date notified under Article 64.1. Failure to observe this rule may involve the loss of part of the Organization's contribution to the Provident Fund, or of the right to reimbursement of travel expenses, or of both.

Article 65 - Termination of Contract

65.1 The Organization reserves the right to terminate contracts on the conditions stipulated therein (see Article 7).

65.2 The head of the NATO body may substitute for the period of notice an allowance equal to the emoluments including the Organization's contribution to the Provident Fund which would have been paid to the member of the staff if he had continued in his duties during that period.

Article 66 - Dismissal

Dismissal is a disciplinary measure taken in the case of serious misconduct by a member of the staff (see Chapter XIII).

Article 67 - Age Limit

The retirement age shall be 65. A member of the staff shall cease his functions on the last day of the month in which he reaches that age.

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PART TWO

RULES APPLICABLE TO CONSULTANTS  
AND TEMPORARY PERSONNEL

CHAPTER XVI

CONSULTANTS

Article 68 - General Provisions

68.1 The head of the NATO body may call on the services of consultants when necessary.

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

68.3 A consultant shall not hold an established post in the Organization.

68.4 A consultant shall not normally be engaged unless he fulfils the conditions laid down in Article 3(a), (d) and (g) of the Rules Governing Members of the Staff (Part One of these Regulations).

Article 69 - Duration of Employment

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

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

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

Article 70 - Fees

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

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

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

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

#### Article 71 - Obligations and Responsibilities

The provisions of Chapter IV of the Rules Governing Members of the Staff (Part One of these Regulations) shall, unless otherwise decided by the head of the NATO body and except as provided in Article 70.2, be applicable to consultants.

#### Article 72 - Travel

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

72.2 The provisions of Articles 40 and 41 of the Rules Governing Members of the Staff (Part One of these Regulations) shall be applicable to consultants.

72.3 For the purposes of establishing the rates payable under this Article, consultants will be assimilated to international civilian personnel grades.

#### Article 73 - Leave

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

#### Article 74 - Insurance

Consultants are covered on a voluntary basis by accident insurance for occupational risks during the period of their engagement as specified in their contracts.



Article 75 - Immunities and Privileges

If it is to the benefit of the Organization, consultants employed on missions may be granted certain privileges and immunities under the conditions laid down in Article 21 and 22 of the Agreement on the Status of the North Atlantic Treaty Organization National Representatives and International Staff signed in Ottawa on 20th September, 1951.

Article 76 - Security

The provisions of Chapter VI and of Article 42.5 of the Rules Governing Members of the Staff (Part One of these Regulations) shall in all cases be applicable to consultants.

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CHAPTER XVII

TEMPORARY PERSONNEL

Article 77 - General Provisions

77.1 Temporary personnel may be engaged by the head of the NATO body when necessary to replace members of the staff who are absent or to undertake tasks temporarily in excess of the capacity of the establishment approved for the NATO body concerned.

77.2 They shall not hold established posts in the Organization.

77.3 Temporary personnel shall not be engaged unless they fulfil the conditions laid down in Article 3(a), (d) and (g) of the Rules Governing Members of the Staff (Part One of these Regulations).

Article 78 - Duration of Employment

78.1 The duration of employment of temporary personnel shall be stipulated in the contract and shall not normally exceed a period of 90 consecutive days. However, if required by circumstances, such contracts may be extended by one further period not exceeding 90 days.

78.2 Where, in exceptional cases, the services of temporary personnel are required for a period exceeding 180 days, the head of the NATO body shall seek prior budgetary approval to the extension.

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

Article 79 - Salaries

79.1 The salaries of temporary personnel, based on rates established by the Council, will be specified in their contracts.

79.2 The salaries of temporary personnel are not exempt from taxation.

Article 80 - Obligations and Responsibilities

The provisions of Chapter IV of the Rules Governing Members of the Staff (Part One of these Regulations) shall, unless otherwise decided by the head of the NATO body, be applicable to temporary personnel.

Article 81 - Work

The provisions of Chapter V of the Rules Governing Members of the Staff (Part One of these Regulations) shall be applicable to temporary personnel unless otherwise specified in their contracts.

Article 82 - Subsistence Allowance

Temporary personnel who fulfil the conditions of Article 28 of the Rules Governing Members of the Staff (Part One of these Regulations) shall be entitled to a subsistence allowance at a rate established by the Council.

Article 83 - Travel

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

83.2 The provisions of Articles 40 and 41 of the Rules Governing Members of the Staff (Part One of these Regulations) shall be applicable to temporary personnel.

83.3 For the purposes of establishing the rates payable under this Article, temporary personnel will be assimilated to international civilian personnel grades.

Article 84 - Leave

Temporary personnel shall be entitled to paid leave according to the national legislation of the host country.

Article 85 - Social Benefits

85.1 Temporary personnel are entitled to the benefits of the social security scheme of the host country, with the exception of family allowances which will be paid to them by the Organization at the national rate.

85.2 The employee's contribution to the social security scheme will be deducted from the emoluments of temporary personnel.

85.3 In addition, temporary personnel employed on a monthly basis are insured against permanent disability and death resulting from an accident and for the reimbursement within established limits of medical expenses. This insurance is valid exclusively during the period of the contract. Participation in the insurance is compulsory. Contributions are payable two-thirds by the Organization and one-third by the individual.

Article 86 - Immunities and Privileges

If it is to the benefit of the Organization, temporary personnel employed on missions may be granted certain privileges and immunities under the conditions laid down in Articles 21 and 22 of the Agreement on the Status of the North Atlantic Treaty Organization National Representatives and International Staff signed in Ottawa on 20th September, 1951.

Article 87 - Security

The provisions of Chapter VI and of Article 42.5 of the Rules Governing Members of the Staff (Part One of these Regulations) shall in all cases be applicable to temporary personnel.

PART THREESTAFF REPRESENTATIONCHAPTER XVIIISTAFF ASSOCIATIONS AND STAFF COMMITTEESArticle 88 - General Provisions

88.1 There shall be a Staff Association in each NATO body and headquarters locality consisting of all members of the staff. Under a procedure approved by the head of the NATO body concerned, the Association shall elect annually a Committee to serve as its executive agent.

88.2 The purpose of this Committee - known as the Staff Committee - shall be:

- (a) to protect the professional interests of the members of the staff;
- (b) to submit to the head of the NATO body proposals to improve the general position of members of the staff;
- (c) to give its opinion when it is consulted by the head of the NATO body;
- (d) to promote social, cultural and athletic activities.

Article 89 - Liaison Committee of the Staff Associations

89.1 Each Staff Association shall have the right to representation on a Liaison Committee of the Staff Associations of the North Atlantic Treaty Organization.

89.2 This Liaison Committee shall elect from among its members suitable spokesmen to represent the personnel of the North Atlantic Treaty Organization in relations with staff associations of other international organizations.

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Article 90 - Travel, Subsistence, Leave of Absence

90.1 Members of the Staff Committees who travel on mission in the execution of their mandate shall be given leave of absence and shall benefit from the provisions of Articles 40 and 41 of the Rules Governing Members of the Staff (Part One of these Regulations) within the limit of an approved credit.

90.2 These provisions shall, however, only apply to travel for the purposes of attendance at meetings of the Liaison Committee of the Staff Associations or meetings with the staff associations of other international organizations.

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