

## **Appendix D**

### **Appendix D - Compensation in the Event of Death, Injury or Illness**

#### ***SECTION I. APPLICABILITY***

##### **Article 1. Applicability**

(a) These rules shall apply to all staff members of the United Nations Industrial Development Organization, hereinafter referred to as the "Organization" appointed by the Director-General except as provided in paragraph (b) of this article.

(b) The Director-General may, in appropriate cases, arrange for the coverage of staff members who are locally recruited under an applicable national social security scheme, in which case the provisions of these rules shall not apply to such staff members.

(c) These rules shall not apply to persons under contract with the Organization by special service agreements, unless otherwise expressly provided by the terms of their appointment.

#### ***SECTION II. PRINCIPLES OF AWARD AND GENERAL PROVISIONS***

##### **Article 2. Principles of award**

The following principles and definitions shall govern the operation of these rules:

(a) Compensation shall be awarded in the event of death, injury or illness of a staff member which is attributable to the performance of official duties on behalf of the Organization, except that no compensation shall be awarded when such death, injury or illness has been occasioned by:

- (i) The wilful misconduct of any such staff member; or
- (ii) Any such staff member's wilful intent to bring about the death, injury or illness of himself or another;

(b) Without restricting the generality of paragraph (a), death, injury or illness of a staff member shall be deemed to be attributable to the performance of official duties on behalf of the Organization in the absence of any wilful misconduct or wilful intent when:

- (i) The death, injury or illness resulted as a natural incident of performing official duties on behalf of the Organization; or
- (ii) The death, injury or illness was directly due to the presence of the staff member, in accordance with an assignment by the Organization, in an area involving special hazards to the staff member's health or security, and occurred as the result of such hazards; or

(iii) The death, injury or illness occurred as a direct result of travelling by means of transportation furnished by or at the expense or direction of the Organization in connection with the performance of official duties; provided that the provisions of this subparagraph shall not extend to private motor vehicle transportation sanctioned or authorized by the Organization solely on the request and for the convenience of the staff member;

(c) Compensation with respect to a child shall be paid until the end of the month in which the child reaches eighteen years of age; provided that if the child is in full-time attendance at a school, university or other post-secondary educational institution or is totally disabled, compensation shall be continued until the end of the month in which the child reaches twenty-one years. The Director-General may extend these age limits in the case of a child whose disability is total and where failure to grant an extension would cause a severe hardship;

(d) "Dependants" shall mean and include only: a spouse, dependent child, dependent parent, dependent brother or dependent sister;

(e) "Pensionable remuneration" shall have the meaning assigned thereto under article 54 of the Regulations and Rules of the United Nations Joint Staff Pension Fund provided, however, that where the staff member claiming under these rules was not a participant in the Joint Staff Pension Fund at the date of his or her death, injury or illness, "pensionable remuneration" shall in his or her case mean that remuneration which, had the staff member been a participant, would have been considered as the staff member's pensionable remuneration at that date.

### **Article 3. Sole compensation**

The compensation payable under these rules shall be the sole compensation to which any staff member or his or her dependants shall be entitled in respect of any claim falling within the provisions of these rules.

### **Article 4. Relation to benefits under the United Nations Joint Staff Pension Fund**

Compensation awarded under these rules is intended to supplement benefits awarded under the Regulations and Rules of the United Nations Joint Staff Pension Fund.

4.1:

(a) Subject to the provisions of paragraph (b) of this article, there shall be deducted from any compensation payable under articles 10.2, 11.1(c) and 11.2(d) of these rules the amount of all benefits paid to the staff member or to persons entitled through the staff member under the Regulations and Rules of the United Nations Joint Staff Pension Fund, provided that such benefits have become payable as a result of the same death, injury or illness which gave rise to the entitlement to compensation under these rules;

(b) Deductions made under paragraph (a) above shall in no case have the effect of reducing the compensation otherwise payable under articles 10.2, 11.1(c) and 11.2(d) to less than 10 per cent thereof, provided always that the total annual amount payable

both under these articles and under the Regulations and Rules of the United Nations Joint Staff Pension Fund does not exceed the final pensionable remuneration of the staff member plus the annual dependency allowances to which he or she was entitled at the date of the cessation of his or her employment.

4.2: When periodic benefits paid under the Regulations and Rules of the United Nations Joint Staff Pension Fund are adjusted after award in respect of variations in cost of living, annual compensation paid under articles 10.2, 11.1(c) and 11.2(d) of these rules shall similarly be adjusted.

#### **Article 5. Relation to non-UNIDO compensation payments or entitlements**

In determining the amount of compensation under these rules, the Director-General may take into account any compensation payment or benefits under governmental, institutional or industrial schemes for which the staff member or his or her dependants may qualify; provided that this article shall not operate to reduce compensation payments under these rules below the level prescribed therein. No account shall be taken in determining the amount of compensation of commercial insurance carried by the staff member and of which the staff member or his or her dependants may be the beneficiaries.

#### **Article 6. Claims against third parties**

(a) If a death, injury or illness for which compensation may be awarded under these rules is caused in circumstances which, in the opinion of the Director-General, create a legal liability in a third person to pay damages therefor, either to the staff member or to another person who is entitled to compensation under these rules in respect of the death, injury or illness, the Director-General may, as a condition to granting such compensation, require the staff member or other such person entitled to compensation to assign to the Organization any right of action to enforce such liability, or to participate with the Organization in prosecuting such action;

(b) The staff member or such person shall furnish the Organization with such data and evidence as may be available to him or her for prosecuting such action and render the Organization all other assistance which may be required for prosecuting such action. The staff member or such person shall not settle any claim or action against such third person without the consent of the Organization, but the Organization shall be entitled to settle or require the staff member or such person to settle any claim or action against such third person upon such terms as seem reasonable to the Organization;

(c) If the staff member or such person, or the staff member or such person and the Organization prosecute to judgement or settle any claim against such third person or make any settlement of such claim, the proceeds derived therefrom shall be used (i) to defray the costs of the suit or settlement, including reasonable attorney fees, and (ii) to reimburse the Organization for any compensation including expenses of medical services provided under these rules with respect to the death, injury or illness. The balance, if any, shall be paid over to the staff member or such person and the Organization's liability under these rules shall to that extent be reduced.

## **Article 7. Non-assignment**

A person who may be entitled to compensation under these rules may not assign his or her rights under these rules to another person.

## **Article 8. Minors**

All awards of compensation required to be made to minors under these rules shall be paid to, or for the benefit of, such minors. The Director-General may require the appointment of a guardian in any such case.

## **Article 9. Reopening of cases**

The Director-General, on his own initiative or upon the request of a person entitled to or claiming to be entitled to compensation under these rules, may reopen any case under these rules, and may, where the circumstances so warrant, amend in accordance with these rules any previous award with respect to future payments.

## ***SECTION III. COMPENSATION PAYMENTS***

### **Article 10. Death**

In the event of the death of a staff member, or of a former staff member, which is attributable to the performance of official duties on behalf of the Organization, the following provisions shall apply:

10.1: In addition to any compensation payable under 10.2 below, the Organization shall pay:

- (a) A reasonable amount for the preparation of the remains and funeral expenses;
- (b) The expense of return transportation of the deceased staff member and his dependants either:
  - (i) To the place where the Organization would have had an obligation to return the staff member on separation; or
  - (ii) In cases where the staff member was serving on an official assignment away from his duty station at the date of his death, to the place of his official duty station; or
  - (iii) To another place provided that the maximum expense borne by the Organization shall not exceed the amount under subparagraph (i);
- (c) All reasonable medical, hospital and directly related costs.

10.2:

- (a) The Organization shall pay to the deceased staff member's surviving spouse and/or other dependants the compensation specified hereunder, provided that the total annual compensation so payable shall not exceed two thirds of the final annual pensionable

remuneration of the staff member plus the annual dependency allowances to which he or she was entitled at the date of death;

(b) There shall be paid to the deceased staff member's surviving spouse an annual compensation until death or remarriage equal to two fifths of the staff member's final annual pensionable remuneration, provided that:

(i) If the amount so calculated is less than \$US 2,200 per annum, it shall be increased to either \$US 2,200 per annum or to twice the amount first calculated, whichever is the smaller;

(ii) If the deceased staff member leaves more than one spouse, the annual compensation payable under this paragraph shall be divided equally among the spouses. Upon the death or remarriage of one such spouse, her share shall be divided among the remainder;

(iii) Upon remarriage of the spouse a lump sum equivalent to two years' compensation under this paragraph shall be paid to the spouse except in cases where compensation was paid under article 10.2(b)(ii);

(c) There shall be paid to each unmarried child of the deceased staff member, during such time as he or she qualifies for a child's compensation under article 2(c), the following annual compensation:

(i) If there is a surviving spouse of the staff member, an annual compensation equal to one third of the compensation which would have been payable to the staff member under article 11.1(c) had he or she been totally incapacitated, provided that the compensation for each child shall not be less than \$US 300 per annum and shall not exceed \$US 1,000 per annum and that the total compensation payable in respect of the children of one staff member shall not exceed \$US 3,000 per annum;

(ii) If, or at such time as, there is no surviving spouse of the staff member, the annual child's compensation under article 10.2(c)(i) shall be increased by an amount equivalent to one half of the spouse's compensation under article 10.2(b) where there is only one child qualifying for compensation, and by the full amount of the spouse's compensation under article 10.2(b) where there are two or more children qualifying for compensation, provided always that the total children's compensation payable under this provision shall be divided in equal shares among all the children entitled, and shall be recalculated at such times as any one of such children ceases to qualify under article 2(c);

(d) If there is no surviving spouse or child of the deceased staff member to whom compensation is payable under article 10.2(b) or (c) but the staff member is survived by a dependent mother or father or brother or sister in respect of whom a dependency allowance was being paid at the date of the death of the staff member, then, subject to the provision of article 10.2(f), annual compensation shall be payable as follows:

(i) A dependent mother or dependent father shall receive a spouse's compensation in the same amount and subject to the same conditions as provided for under article 10.2(b), except only that, in the event of the

remarriage of the dependent mother or father, the Director-General may, if he or she deems fit, continue the payment of the compensation;

(ii) A dependent brother or dependent sister shall receive, during such time as he or she is a child within the meaning of article 2(c), a child's compensation in the same amount and subject to the same conditions as provided for under article 10.2(c)(i);

(e) Where the annual compensation payable under the preceding provisions of article 10.2 is less than two thirds of the staff member's final annual pensionable remuneration, plus the dependency allowances which were paid by the Organization at the cessation of the staff member's employment, and the staff member had other dependants (as defined in article 2(d)) at the date of his or her death in respect of whom no compensation is payable under the preceding provisions of article 10.2, then, subject to the provision of article 10.2(f), such dependants may be awarded a lump-sum payment, the amount of which shall be determined by the Director-General and shall not exceed the equivalent of twice the staff member's final annual pensionable remuneration or \$US 10,000, whichever is smaller. Where two or more dependants qualify under this subparagraph, the Director-General may allocate compensation between them in such manner as appears to him fair and equitable;

(f) Where a dependent parent or dependent brother or dependent sister is awarded compensation under article 10.2(d), and an additional parent or one or more additional dependent brothers and/or dependent sisters are awarded compensation under article 10.2(e), the total compensation so awarded under both paragraphs, when added together (on the basis of such conversion tables as may be established by the Director-General for this purpose), shall be subject to the maximum limitation set out in article 10.2(a) above, and may, if the Director-General so decides, be divided between the dependants to whom such compensation is payable in such manner as he or she deems fair and equitable, and in the form of either annual or lump-sum payments.

### **Article 11. Injury or illness**

In the event of an injury or illness of a staff member, or of a former staff member, which is attributable to the performance of official duties on behalf of the Organization, the following provisions shall apply:

11.1: In the case of injury or illness resulting in disability which is determined by the Director-General to be total, and whether or not the staff member is continued in the employment of the Organization or is separated:

(a) The Organization shall pay all reasonable medical, hospital and directly related costs;

(b) Without prejudice to the staff member's entitlements under other provisions of the Staff Regulations and Rules, the salary and allowances which the staff member was receiving at the date on which he or she last attended at duty (but not including special post allowance under Staff Rule 106.12) shall continue to be paid to the staff member until either:

(i) He or she returns to duty; or

(ii) If, by reason of his or her disability, the staff member does not return to duty, then until the date of the termination of his appointment or the expiry of one calendar year from the first day of absence resulting from the injury or illness, whichever is the later, provided, however, that if the staff member dies before the expiry of such period, the payments shall cease on the date of death;

(c) Immediately following the date on which salary and allowances cease to be payable under the Staff Regulations and Rules applicable, including paragraph (b) of this article, and for the duration of the staff member's total disability, he or she shall receive annual compensation payments equivalent to two thirds of his or her final pensionable remuneration plus one third of such annual rate in respect of each unmarried child of the staff member qualifying under article 2(c), subject always to the successive application of the three limitations set out below:

(i) Payments in respect of each such child shall not be less than \$US 300 per annum and shall not exceed \$US 1,000 per annum and the total compensation payable in respect of the children of one staff member shall not exceed \$US 3,000 per annum;

(ii) The total annual compensation payments under article 11.1(c) shall not be less than the smaller of the following two amounts:

(A) The pensionable remuneration applicable to the first step of the lowest General Service level at the last duty station of the staff member, plus \$US 300 for each of his or her dependants in respect of whom a dependency allowance was payable; or

(B) The maximum amount specified in article 11.1(c)(iii);

(iii) The total annual compensation payments under article 11.1(c) shall not exceed the amount of the final annual pensionable remuneration of the staff member plus the annual dependency allowances to which he or she was entitled at the date of the cessation of his or her employment.

11.2: In the case of injury or illness resulting in disability which is determined by the Director-General to be partial:

(a) The Organization shall pay all reasonable medical, hospital and directly related costs, whether or not the staff member remains in the employment of the Organization;

(b) The provisions of article 11.1(b) shall apply:

(i) During such time as the staff member is incapacitated by the injury or illness from the performance of his or her official duties; and

(ii) Whenever the disability of the staff member results in the termination of his or her appointment on the ground that the staff member is for reasons of health incapacitated for further service;

(c) Where, as a result of partial disability, a staff member who remains in the employment of the Organization is reassigned to a post at a lower salary level than that held prior to the injury or illness;

(i) Compensation shall be paid at an annual rate equal to two thirds of the difference between the gross salary rate before reassignment and the gross salary rate at which the staff member is reassigned. This compensation shall be added to the latter gross salary, and the whole shall be subject to staff assessment under staff regulation 6.8, and shall be included in the salary element of pensionable remuneration under Staff Rule 106.06;

(ii) The payment of compensation under article 11.2(c)(i) shall not affect the salary increments applicable to the lower salary level at which the staff member is reassigned, provided, however, that where the amount of the salary, including increments, payable to the staff member subsequently rises to an amount which, when added to the compensation payable under article 11.2(c)(i), exceeds the level of salary, including increments, which the staff member would have received had he or she remained in the grade held at the time of the injury or illness, then the Director-General may make appropriate reduction or reductions in the compensation payable;

(d) Where, upon the separation of a staff member from UNIDO, it is determined that he or she is partially disabled as a result of the injury or illness in a manner which adversely affects the staff member's earning capacity, he or she shall be entitled to receive such proportion of the annual compensation provided for under article 11.1(c) as corresponds with the degree of the staff member's disability, assessed on the basis of medical evidence and in relation to loss of earning capacity in his or her normal occupation or an equivalent occupation appropriate to his or her qualifications and experience.

### 11.3:

(a) In the case of injury or illness resulting in permanent disfigurement or permanent loss of a member or function, there shall be paid to the staff member a lump sum, the amount of which shall be determined by the Director-General on the basis of the schedule set out in paragraph (c) below, and in accordance with the principles of assessment set out in paragraph (d) below, and applying, where necessary, proportionate and corresponding amounts in those cases of permanent disfigurement or loss of member or function not specifically referred to in the schedule.

(b) The payment of lump-sum compensation under paragraph (a) shall be made in addition to any other compensation payable under article 11, whether or not the staff member remains in the employment of the Organization, and whether or not the permanent disfigurement or loss of member or function affects the staff member's earning capacity.

### (c) SCHEDULE

#### PERMANENT DISFIGUREMENT OR PERMANENT LOSS OF MEMBER OR FUNCTION

Loss or total loss of use — Amount



- (i) Both arms or both hands, or both legs or both feet, or sight of both eyes — Twice the annual amount of the pensionable remuneration at grade P-4, step V
- (ii) Arm (at shoulder) — 60% of (i) (at or below elbow) — 57% of (i)
- (iii) Hand (at or below wrist) 54% of (i)
- (iv) Thumb — 22% of (i)
- (v) Fingers First (index) — 14% of (i) Second (middle) — 11% of (i) Third (ring) — 5% of (i) Fourth — 3% of (i)
- (vi) Leg (with short thigh stump) — 40% of (i) (at or below knee) — 36% of (i)
- (vii) Foot (at or below ankle) — 28% of (i) Great toe — 5% of (i) Any other toe — 1% of (i)
- (viii) Loss of One eye sight (presuming other is normal) — 24% of (i)
- (ix) Loss of Hearing — 35% of (i)

The total compensation may not in any case exceed that under (i) above. In the case of General Service personnel and Manual Workers whose salaries are fixed in accordance with Staff Regulation 6.5(a) and Staff Rule 106.01, appropriate adjustments in the amount of compensation provided for in this schedule may be made by the Director-General, taking into account the proportion which the staff member's salary bears to Headquarters rates.

(d) Compensation under the immediately preceding provisions shall be determined in accordance with the following principles of assessment, where these are applicable:

- (i) The assessment for the loss, or loss of use, of two or more digits, or one or more phalanxes of each of two or more digits, of a hand or foot, shall be proportioned to the loss of the use of the hand or foot occasioned thereby;
- (ii) The assessment for permanent total loss of use of a member shall be the same as for the loss of the member;
- (iii) The assessment for permanent partial loss, or loss of use, of a member shall be proportionate to the degree of loss or loss of use of the member.

11.4: Notwithstanding any other provisions of article 11, the Director-General may award additional compensation as follows:

(a) Where the injury or illness of a staff member has resulted in total disability of such a nature that the staff member is obliged to depend, for his or her essential personal needs, on the attendance of another person, either constantly or occasionally, and such attendance entails expense, additional compensation may be paid, in such amount as may be determined by the Director-General, not exceeding the reasonable cost of such attendance;

(b) In any case of permanent partial disability, where the staff member's earning capacity has been affected by an injury or illness attributable to the performance of official duties on behalf of the Organization, an additional allowance may be

authorized, in such amount as may be determined by the Director-General, to assist in financing the cost of an appropriate course of vocational rehabilitation approved in advance by the Director-General.

11.5: In any case where annual compensation has been awarded under article 11.2, the Director-General may, if the staff member agrees, commute all or part of the annual compensation award to a lump-sum payment which is the actuarial equivalent of such award, using conversion tables established by the Director-General for this purpose.

#### ***SECTION IV. ADMINISTRATION AND PROCEDURES***

##### **Article 12. Time limit for entering claims**

Claims for compensation under these rules shall be submitted within four months of the death of the staff member or the injury or onset of the illness provided, however, that in exceptional circumstances the Director-General may accept for consideration a claim made at a later date.

##### **Article 13. Type and degree of disability**

The determination of the injury or illness and of the type and degree of disability shall be made on the basis of reports obtained from a qualified medical practitioner or practitioners.

##### **Article 14. Medical examination**

The Director-General may require the medical examination of any person claiming or in receipt of a compensation for injury or illness under these rules. In case of refusal or failure of a claimant or beneficiary to undergo such examination at such time or times as, in the opinion of the Director-General, may be reasonably necessary, the Director-General may bar the claimant or beneficiary from receiving compensation in full or in part.

##### **Article 15. Documentary evidence**

Every person claiming under these rules or in receipt of a compensation under these rules shall furnish such documentary evidence as may be required by the Director-General for the purpose of determination of entitlements under these rules.

##### **Article 16. Advisory Board on Compensation Claims**

(a) An Advisory Board on Compensation Claims shall be established to make recommendations to the Director-General concerning claims for compensation under these rules.

(b) The Advisory Board may be consulted by the Director-General on any matter connected with the implementation and administration of these rules.

(c) The Advisory Board may decide on such procedures as it may consider necessary for the purpose of discharging its responsibilities under the provisions of this article.

(d) The Board shall consist of:

(i) The two members of the UNIDO Staff Pension Committee appointed by the Director-General in accordance with the Regulations of the United Nations Joint Staff Pension Fund;

(ii) The two members of the UNIDO Staff Pension Committee elected by the participants of the Fund in accordance with the Regulations of the United Nations Joint Staff Pension Fund;

(e) A Secretary shall be designated by the Director-General. He or she may not, at the same time, be a member of the Advisory Board on Compensation Claims.

### **Article 17. Appeals in case of injury or illness**

(a) Reconsideration of the determination by the Director-General of the existence of an injury or illness attributable to the performance of official duties, or of the type and degree of disability, may be requested within thirty days of notice of the decision provided, however, that in exceptional circumstances the Director-General may accept for consideration a request made at a later date. The request for reconsideration shall be accompanied by the name of the medical practitioner chosen by the staff member to represent him or her on the medical board provided for under paragraph (b).

(b) A medical board shall be convened to consider and to report to the Advisory Board on Compensation Claims on the medical aspects of the appeal. The medical board shall consist of: (i) a qualified medical practitioner selected by the claimant; (ii) the Medical Officer of the Organization or a medical practitioner selected by him or her; (iii) a third qualified medical practitioner who shall be selected by the first two, and who shall not be a medical officer of the Organization.

(c) The Advisory Board on Compensation Claims shall transmit its recommendations together with the report of the medical board to the Director-General who shall make the final determination.

(d) If after reviewing the report of the medical board and the recommendations of the Advisory Board on Compensation Claims, the Director-General alters his original decision in favour of the claimant, the Organization will bear the medical fees and incidental expenses; if the original decision is sustained, the claimant shall bear the medical fees and the incidental expenses of the medical practitioner whom he or she selected and half of the medical fees and expenses of the third medical practitioner on the medical board. The balance of the fees and expenses shall be borne by the Organization.

(e) Whenever an appeal under this article also involves an appeal against a decision of the Joint Staff Pension Board, the medical board established under the Regulations and Rules of the Joint Staff Pension Board and such medical board's report shall be utilized to the extent possible for the purposes of this article.

## **Article 18. Relation to other benefits under the Staff Rules**

In any case of death, injury or illness recognized under these rules as attributable to the performance of official duties on behalf of the Organization, the following provisions shall apply:

(a) Authorized absences occasioned by the injury or illness shall be charged to the sick leave of the staff member. Following the exhaustion of sick leave and subject to any prior separation, the staff member shall be placed on special leave (under Staff Rule 107.02). Any special leave granted under this paragraph covering the period when the staff member is paid compensation equivalent to salary and allowances in accordance with article 11.1(b) or 11.2(b), shall be deemed special leave with pay, while any period of subsequent special leave shall be deemed special leave without pay.

In any case where hardship is subsequently occasioned by the prior use of sick leave as the result of injury or illness attributable to service, a special sick leave credit may be granted, if and as required in the individual case, equal in whole or in part to the authorized sick leave previously so utilized;

(b) In the case of serious disability, where the absence of the staff member from duty is likely to last six months or longer, the Director-General may, on request of the staff member, provide travel for the staff member and his or her eligible family members to the place of entitlement as determined in accordance with Staff Rules 109.01(b) and 109.02(c), and for their return travel when the staff member returns to duty, provided that, in appropriate cases, the travel expenses involved shall be counted as travel expenses related to the next home leave entitlement of the staff member, or where the staff member does not return to duty, as travel on separation. Travel expenses and other conditions relating to such travel shall be as provided for home leave in accordance with Appendix G and Appendix H to the Staff Rules;

(c) The provisions of Staff Rule 103.03 relating to reinstatement following retirement on disability under the Joint Staff Pension Fund Regulations shall also apply to staff members separated for reasons of health as the result of injury or illness attributable to the performance of official duties on behalf of the Organization;

(d) In the case of separation as the result of death, injury or illness attributable to the performance of official duties on behalf of the Organization, the two years requirement for removal expenses on separation under Staff Rule 109.12(a)(iv) shall not apply.