



Global  
Green Growth  
Institute

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# Staff Rules

## Chapter 1: Scope and definitions

### Rule 1.1 Scope

(1) These Staff Rules elaborate on the broad principles of human resources policy for the Global Green Growth Institute ("GGGI" or the "Institute") laid down in the Staff Regulations. Together with the Staff Regulations, the Staff Rules form part of the contract between GGGI and each Staff member. The Staff Regulations and the Staff Rules express the internal law of GGGI governing the employment relationship between Staff members and GGGI.

(2) Unless specific provision is made to the contrary, these Staff Rules shall apply to all Staff members.

(3) The Director-General may delegate to any Staff member or committee or unit of GGGI the authority to perform any of the functions referred to in the Staff Rules.

(4) The Director-General or any other officer duly authorized to do so may issue directives for the implementation of these Staff Rules. Such directives shall be published to all Staff members.

### Rule 1.2 Definitions

(1) "*Assembly*" means the GGGI Assembly, the Institute's supreme organ.

(2) "*Base Salary*" means the salary payable to a Staff member in accordance with Staff Regulation 4.1 and Staff Rule 4.2, and is exclusive of any benefits, allowances or performance payments. For purposes of these Rules, a Staff member's ICA Fee A is that Staff member's Base Salary.

(3) "*Child*" or "*Children*" means (a) a Staff member's natural or legally adopted Child or (b) a Staff member's stepchild who is residing with the Staff member, who, in each case, is twenty-one (21) years of age or younger. A maximum of four (4) Children may be recognized as Dependents ("*Dependent Child(ren)*") by GGGI for the purposes of and in accordance with these Rules.

(4) "*Code of Conduct*" means the code of conduct issued by the Director-General.

(5) "*Commuting Distance*" means 50 kilometers in distance from the Staff member's usual GGGI work location in the Duty Station. Commuting Distance is calculated as the straight-line distance between two points.

(6) "*Council*" shall mean the Council of GGGI, the Institute's executive organ.

(7) *“Dependent(s)”* means the Spouse and each Child of a Staff member recognized as a Dependent by GGGI for the purposes of and in accordance with these Rules. One Spouse and a up to four (4) Children may be recognized as Dependents.

(8) *“Duty Station”* means the city of the GGGI office where the Staff member is assigned.

(9) *“Education Allowance”* means the allowance described in Rule 4.5. Education Allowance is part of the Expatriate Allowance.

(10) *“Executive Position”* refers to the positions of Director-General, Deputy Director-General and Assistant Director-General.

(11) *“External Candidate”* is an individual applying for a vacant position who is not a Staff member at the time of application.

(12) *“Expatriate Allowance”* is an allowance provided to eligible Staff members holding an Executive or International Position to compensate for additional costs incurred in connection with taking up/ being transferred to and holding a position at GGGI outside the Staff member’s Home Country. In order to be eligible for an Expatriate Allowance the Staff member must be assigned to a Duty Station outside his/her Home Country. Expatriate Allowances include Housing Allowance, Education Allowance, Home Leave Allowance and Hardship Allowance.

(13) *“GGGI’s Legal Framework”* shall mean regulations or other directives issued by the Council and any rules, guidelines, policies, procedures or other instructions issued by the Director – General or other designated official.

(14) *“Headquarters”* means the Headquarters of GGGI in the Republic of Korea;

(15) *“Hardship Allowance”* means the allowance described in Staff Rule 4.7. Hardship allowance is part of the Expatriate Allowance.

(16) *“Home Country”* means the Home Country of a Staff member, as recognized by GGGI, either because of citizenship or residency. As a main rule, the Staff member's country of nationality at the time of appointment shall be the Staff Member’s Home Country.

However,

- a) If a Staff member is a citizen of more than one country, the country of nationality in which the Staff member has resided most recently prior to appointment to the GGGI shall be the Home Country; and
- b) if a Staff member at the time of appointment is residing in a country other than their country of nationality and the Staff member has resided continuously in such country for five (5) years or more, not taking into account time spent in

service in their own country's administration, employment with an international organization or in education, GGGI may establish that such country is the Home Country.

GGGI will require satisfactory evidence of nationality and/or residency and the determination of Home Country is subject to GGGI approval. The designated Home Country shall not be altered, unless authorized by the Director-General.

(17) *"Home Leave Allowance"* means the allowance described in Staff Rule 4.6. The Home Leave Allowance is part of the Expatriate Allowance.

(18) *"Housing Allowance"* means the allowance described in Staff Rule 4.4. Housing Allowance is part of the Expatriate Allowance.

(19) *"Human Resources office"* means the office that is primarily responsible for the human resource management function in GGGI.

(20) *"Internal Candidate"* means an individual applying for a vacant position who is a Staff member at the time of application.

(21) *"International Civil Service Commission"* means the expert body established by the United Nations General Assembly to regulate and coordinate the conditions of service of Staff in the United Nations common system.

(22) *"International Position"* refers to a Staff position that is subject to International recruitment as determined by the Human Resources office. Positions are classified as International Positions based on the nature of the duties and level of responsibilities and qualifications required will include international experience. Recruitments for International Positions shall be made from the international labor market and holders of International Positions may be transferred to other Duty Stations.

(23) *"National Position"* refers to Staff positions that are not classified as International Positions. Recruitment for National Positions shall be made on the Duty Station's labor market.

(24) *"Promotion"* means the movement of a Staff member to a higher position and grade without competition.

(25) *"Salary Increase"* means an increase in Base Salary within the salary scale corresponding to the Staff member's current position and grade.

(26) *"Separation from Service"* is when an individual loses his/her status as a Staff member of GGGI in accordance with Article 10 of the Staff Regulations and Chapter 10 of the Staff Rules.

(27) *"Spouse"* means a person (a) to whom the Staff member is married or (b) who is recognized as a domestic partner of the Staff member by GGGI in accordance with GGGI's

Legal Framework. GGGI shall only recognize one Spouse as a Dependent, as declared by the Staff member to GGGI at the time of appointment (“Dependent Spouse”).

(28) “*Staff member*” or “*Staff*”, in accordance with Staff Regulation 1.1(c), refers to any person appointed or engaged by the Director-General to work full-time or part-time for GGGI under a letter of appointment, individual contractor agreement or other contractual modality that are subject to the Staff Regulations. This term does not include individual consultants engaged to provide temporary or deliverable-based services or undertake a specific task, interns or secondees to GGGI, unless otherwise expressly provided in their terms and conditions of engagement.

(29) “*Supervisor*” is a staff member with direct supervisory responsibilities over another staff member.

(30) “*Termination*” is Separation from Service initiated by the Director-General in accordance with Staff Rule 10.6.

(31) “*Transfer*” is the movement of a Staff member to another position at the same grade level.

(32) “*Year*” means a calendar year beginning on 1 January and ending on 31 December or a period of twelve calendar months beginning from a given date, unless otherwise specified.

## **Chapter 2: Duties and obligations**

### **Rule 2.1 Authority of the Director-General**

(1) The Staff of GGGI shall be under the authority of the Director-General and shall be answerable to him/her. Any hierarchical superior of a Staff member in GGGI shall exercise his/her authority in the name of the Director-General.

(2) Staff members may be assigned by the Director-General to any of the activities or offices of GGGI.

### **Rule 2.2 Status of Staff**

The interests of GGGI and the Staff member's loyalty to GGGI shall always take precedence over his or her other interests and ties. Staff members shall act in a manner to ensure their independence from any person, entity or authority outside GGGI.

### **Rule 2.3 Code of Conduct**

(1) All Staff members shall familiarize themselves and comply with the Code of Conduct issued by the Director-General, which elaborates on the duties and obligations of Staff set out in the Article 2 of the Staff Regulations.

(2) Staff members must complete and submit a written declaration to GGGI, on initial appointment and at every time they are given a new appointment, confirming that they have read and understood the Staff Regulations and the Staff Rules, and are complying with their duties and obligations thereunder, including the Code of Conduct. The declaration will be placed in their personnel file.

(3) Violation of the provisions of the Code of Conduct shall constitute misconduct subject to disciplinary action, up to and including summary dismissal.

### **Rule 2.4 Obligation to supply information**

(1) On appointment and periodically thereafter on request, Staff members shall promptly and accurately supply the Human Resources office with any information that may be required in order to determine their status and entitlements under the Staff Regulations and the Staff Rules or in order to complete administrative arrangements in connection with their appointment, including any subsequent changes affecting their status or entitlements under the Staff Regulations or the Staff Rules.

(2) At any time during their appointment, Staff members may be required by the Director-General to supply information concerning facts anterior to their appointment and relevant to their employment by GGGI, and any facts relevant to their integrity, conduct and service as a Staff member.



## **Rule 2.5 Intellectual property rights**

All rights, including title, copyright and patent rights, in any work performed or produced by a Staff member in the course of his/her duties or with the resources or facilities of GGGI, or which can be shown to be substantially work produced in connection with the performance of his/her duties, shall be vested in or assigned to GGGI and GGGI rights in such property shall not be affected by or cease upon a Staff member's Separation from Service, unless such rights are waived in writing by the Director-General in favor of the Staff member concerned. In waiving such rights, the Director-General shall consider whether the Staff member concerned had access to, or the opportunity and the means to produce the work in question, with the resources and assistance of GGGI in any shape or form and whether it would be in the best interest of GGGI to do so.

## **Rule 2.6 Unauthorized absence**

(1) A Staff member who absents him/herself from duty without authorization and does not communicate a reasonable explanation to his/her Supervisor within two (2) working days of such absence may be liable for disciplinary action.

(2) A Staff member who absents him/herself from duty without authorization and does not provide a valid reason for both the absence and the failure to obtain authorization therefor shall receive no salary, allowances and benefits for the period of the absence. However, if the Staff member gives a valid reason for the unauthorized absence, the period of such absence shall be charged to his/her accrued annual leave provided that the Staff member shall receive no pay or allowances for such period of absence if there is no accrued annual leave.

(3) A Staff member who is absent from duty without authorization or justification for a period of ten (10) consecutive working days or more shall be considered to have abandoned his/her post in accordance with Staff Rule 10.3.

## **Rule 2.7 Laws of the Duty Station**

(1) Every Staff member shall avoid any deliberate infringement of the laws of the Duty Station country, however slight.

(2) Where a Staff member has reason to believe that he/she has, or may have, infringed a law, rule or regulation applicable in the Duty Station country other than a minor violation of traffic rules, the Staff member shall report the infringement and the circumstances leading to the Head of the Human Resources office with a copy to the Head of Legal Services.

(3) A Staff member who in respect of any offense, other than a minor violation of traffic rules, is arrested, charged, convicted, fined or imprisoned shall immediately report that fact in writing to the Director-General.

## **Rule 2.8 Contractual and other obligations**

(1) No Staff member shall refer to his/her diplomatic immunity in any dispute between him/herself and a third party in circumstances that could create the impression that the Staff member intends to take unfair advantage of his/her diplomatic status. No Staff member shall use any office of GGGI as a sanctuary for hiding or for avoiding arrest or detention in connection with the non-payment of debt or failure to honor an obligation.

(2) No Staff members shall assert diplomatic immunity in a civil suit without the prior written consent of the Director-General. The application for such consent shall include a detailed statement of the facts of the dispute. The Director-General shall grant such consent only if he/she is satisfied that the Staff member's position in the matter is reasonable.

## **Chapter 3: Classification of positions, grading and Promotion**

### **Rule 3.1 Position evaluation**

- (1) The Head of the Human Resources office shall establish and implement procedures for the regular evaluation of positions in GGGI for the purpose of their classification and grading.
- (2) Position descriptions shall be evaluated using appropriate evaluation standards adopted by GGGI.
- (3) An evaluation of an individual position shall take place whenever a new position is created in GGGI and wherever a review of a position description is made under Staff Rule 3.1(4).
- (4) A head of an organizational division may request a re-evaluation of a position where justified by changes in responsibilities that are both substantial and permanent.
- (5) The evaluation of all positions shall be approved by the Director-General.

### **Rule 3.2 Position grades**

- (1) Position categories shall consist of the Executive category, the International category and the National category.
- (2) The Executive category shall comprise grades Director-General, Deputy Director-General and Assistant Director-General.
- (3) The International category shall comprise International Positions from grades X8 to X13.
- (4) The National category shall comprise National Positions from grades X1 to X11.
- (5) Positions are established and classified into grades based on the level and scope of assigned duties and responsibilities as documented in an approved job description. Grades are assigned to positions and not individual Staff members.
- (6) Staff members shall normally be given the grade of the position for which they have been selected, and placed within the salary scale corresponding to that level. On an exceptional basis, a Staff member may be recruited at a grade lower than the approved grade of the position if the Staff member does not fully have the necessary qualifications required for the relevant level of the function and if no other suitable candidate is available.

(7) The grades for the Executive, International and National Positions are set out in Annex 1 of the Staff Regulations.

### **Rule 3.3 Promotion**

(1) Promotion of a Staff member shall take place by decision of the Director-General provided that:

- (a) (i) the Staff member's performance was rated exceeds expectation in the last two (2) annual performance reviews and is recommended for Promotion by the Staff member's Supervisor; and
- (ii) there is a vacancy caused by the departure of a position's incumbent or a new position is created; or
- (b) (i) the Staff member's current position has been reclassified and given a higher grade; and
- (ii) the Staff member's performance of that same position was rated at least satisfactory in the last annual performance review.

(2) The Director-General will decide on a Staff member's Promotion after consulting with the Promotions committee. The Director-General shall create a Promotions committee which shall reflect the diversity of the organization and include at least one female and one male member. The Promotions committee will review all Promotion recommendations and advise the Director- General on the suitability of a Staff member for Promotion.

(3) The salary on Promotion shall be determined in accordance with Staff Rule 4.2(8).

### **Rule 3.4 Transfer**

(1) The Director-General may transfer a Staff member to a position at the same grade as the Staff member's current grade when the Director-General deems such action to be in the best interest of GGGI. Such decision shall take effect on the date determined by the Director-General.

(2) The salary on Transfer shall be determined in accordance with Staff Rule 4.2(10).

### **Rule 3.5 Assignment to a lower grade**

(1) The Director-General may assign a Staff member to a position at a grade lower than the Staff member's current grade under one of the following circumstances:

- a) the Staff member is demoted as a disciplinary measure;
- b) the Staff member is not performing satisfactorily in his/her current position;
- c) the current position of the Staff member is abolished;

- d) the Staff member is unable to fulfil the duties and responsibilities of his/her current position because of medical or other personal reasons outside his/her control;
- e) at the Staff member's request; and
- f) with the Staff member's agreement, as an alternative to Separation from Service.

(2) A decision to assign a Staff member to a lower grade position shall be made by the Director-General, and the Staff member shall be notified in writing of the terms and conditions of the new assignment, the reasons for it and the effective date of the assignment.

(3) A Staff member assigned to a lower grade will have his/her salary administered within the lower grade assigned. If the salary is above the maximum for the new (lower) grade range, the Staff member shall not receive further Salary Increase until his/her salary falls within the regular grade range concerned.

(4) A Staff member assigned to a lower grade under Staff Rule 3.5 (1) (a), (b) or (f) shall not be eligible for assignment to a position in a higher grade for a period of one year after the assignment to the lower grade and until satisfactory completion of a performance improvement plan.

## Chapter 4: Salaries, allowances and benefits

### Rule 4.1 Salaries, allowances and benefits

Staff members shall be entitled to such salaries, allowances and benefits as are or shall be determined by GGGI under these Staff Rules for services rendered to GGGI.

### Rule 4.2 Salary scales and determination of salary

(1) The salary scale for Executive, International, and National Positions are set out in Annex 1 of the Staff Regulations, and may be revised from time to time in accordance with Staff Regulation 4.1.

(2) A Staff member is entitled to the salary within GGGI's salary scale for the position he/she occupies taking into account his/her qualifications and experience.

(3) GGGI salary scales are intended to be sufficient to attract and retain people with the required personal and professional skills and qualifications taking into account the prevailing conditions of employment in the Duty Station concerned. To ensure competitiveness, GGGI will periodically undertake surveys of salaries and overall benefits package in comparable organizations. Based on these reviews, and subject to the approval of the Council and the availability of sufficient funds, GGGI may revise its compensation package and adjust Staff salary, allowances, or other benefits accordingly.

(4) The salaries of all Staff members shall be denominated in United States Dollars.

#### *Salary on appointment*

(5) On initial appointment, the Human Resources office, in consultation with the Supervisor, determines the Base Salary of the Staff member within the applicable salary scale of the position. The Director-General approves the placement of all Staff members within the salary scale, and the Council makes this determination for Executive positions.

#### *Salary Increase based on Performance*

(6) A Salary Increase within the same grade may be granted by the Director-General to Staff members holding International and National Positions based on the Staff member's annual performance review and appraisal. The amount of the increase shall be determined by the Director-General based on the Staff member's annual performance review and appraisal.

#### *Performance payments*

(7) Performance payments are one-time lump-sum awards that do not form part of the Staff member's salary and shall not be deemed a Salary Increase. Performance payments are designed to reward strong performance exceeding expectations by Staff

members in the International and National categories. Performance payments will be determined by the Director-General on advice of the management team following recommendations from Supervisors.

#### *Salary on Promotion*

(8) On Promotion in accordance with Staff Rule 3.3, a Staff member shall normally be placed at the minimum salary level of the new position or at a level which produces an increase of up to 10% of his/her annual Base Salary, whichever is higher. In no case, however, may the new salary exceed the maximum salary of the level to which the Staff member has been promoted. The Director-General shall approve the percentage increase in Base Salary, upon recommendation of the Human Resource office.

#### *Salary reduction on assignment to a lower grade*

(9) The Director-General may reduce the salary of a Staff member in the case of assignment to a lower grade in accordance with Staff Rule 3.5. The Staff member's salary shall be administered within the lower grade assigned and, if the current salary is above the maximum of the salary scale of the new lower grade, the Staff member's salary shall be reduced to bring him/her to within the salary range of new grade.

#### *Salary on Transfer*

(10) A Staff member who is transferred to another position at the same grade in the same Duty Station shall generally not receive an increase in Base Salary. However, the Director-General may, at his or her discretion, approve a percentage increase in Base Salary of up to 5%.

### **Rule 4.3 General provisions governing allowances and benefits**

(1) The provisions of this Staff Rule 4.3 shall apply to any allowance or benefit granted under the Staff Rules.

(2) The rate of any allowance shall be determined by the Director-General.

(3) The Director-General may establish allowances and benefits in addition to those set out in these Staff Rules, subject to Staff Regulation 4.2(c).

(4) Claims for any allowance or benefit shall be made in the prescribed manner and shall be subject to strict scrutiny for validity and accuracy. A Staff member shall provide GGGI with such documentation that can be reasonably required by GGGI to establish eligibility for allowances.

(5) For purposes of allowances and benefits under these Staff Rules, one Spouse and a maximum of four (4) Children of a Staff member may be recognized as Dependents. No such limit shall however apply to extension of medical insurance in accordance with Staff Rule 7.2.

(6) GGGI will recognize the Staff member's Dependent on the basis of a self-declaration form completed by the Staff member. GGGI may however request the following documentation relating to the relationship between a Staff member and the person requested by the Staff Member to be recognized as a Dependent for purposes of these Staff Rules:

- a) (i) a valid marriage certificate or other government-issued certificate evidencing a spousal relationship recognized under relevant national law; or
- (ii) such documentation required under GGGI's Legal Framework for the recognition of a domestic partnership, in the case of a Spouse; and
  
- b) (i) a birth certificate or equivalent documentation issued by a national government authority, in the case of a biological Child; provided that, where under the relevant national law, a birth certificate is issued in the name of the Child without reference to the Child's parentage, an affidavit sworn before a judge of the applicable court or such other appropriate authority in the issuing country may be requested as proof of the relationship; or
- (ii) adoption certificate or adoption order, where applicable, in the case of an adopted Child; provided that, in countries where it is legally attested that adoption procedures do not exist, any other legal decision of similar effect and there is proof of integration of the Child into the family of the Staff member, in the case of a Child.

Recognition of Dependents for the purposes of these Staff Rules will be determined by the Director-General.

(7) Where Spouses are both Staff members, only one of them may, in any one calendar year or applicable period, claim an allowance or benefit based on or which takes into account their spousal relationship.

(8) Where both parents of a Child are Staff members, only one of them may, in any one calendar year or applicable period, claim an allowance or benefit based in respect of that Child as a Dependent.

(9) Where a Staff member or his/her Spouse receives from any government or institution or entity, an allowance or benefit which is the same or serves the same purpose as an allowance or benefit accorded by GGGI to the Staff member, that Staff member shall not be eligible to receive any allowance or benefit from GGGI unless the allowance or benefit provided by any government or institution or entity is less than the amount that would otherwise have been paid by GGGI, in which case the Staff member will receive from GGGI the difference between the two benefits.

(10) Should a recognized Dependent cease to qualify as a Dependent under these Staff Rules, the Staff member shall within thirty (30) days of such cessation inform the Human Resources office, who shall delete the former Dependent from the Staff member's list of Dependents.



(11) Any abuse of, or fraudulent claim or attempt to abuse or make a fraudulent claim in relation to, an allowance or benefit by a Staff member shall be considered misconduct. In addition to any sanction or disciplinary actions that may be imposed, the Staff member shall indemnify GGGI for any allowance or benefit payments that may have been wrongfully paid to him/her.

(12) The Director-General may prescribe additional conditions applicable to a given allowance or benefit.

#### **Rule 4.4 Housing allowance**

##### *Purpose*

(1) The purpose of the Housing Allowance is to contribute to defray the costs incurred by a Staff member eligible for Expatriate Allowances in renting accommodation at the Duty Station. A Staff member who owns, or whose Spouse owns, residential property within Commuting Distance of the Duty Station is ineligible for Housing Allowance.

##### *Amount*

(2) The Housing Allowance shall be 20% of the eligible Staff member's Base Salary.

##### *Payment*

(3) The Housing Allowance is payable to eligible Staff members on a monthly basis in accordance with Staff Rule 4.10. GGGI may request the Staff member to provide such information necessary to establish eligibility for Expatriate Allowances, as well as a declaration that neither the Staff member nor his or her Spouse own any property within Commuting Distance.

##### *Other conditions*

(4) A Staff member is eligible for Housing Allowance until the day of his/her Separation from Service.

#### **Rule 4.5 Education allowance**

##### *Purpose*

(1) The purpose of the Education Allowance is to contribute to defray the costs of education for Dependent Children of Staff members eligible for Expatriate Allowances, by reimbursing such Staff members for part of the expenses related to the education of their Dependent Child(ren) until completion of secondary school education. To be eligible for Education Allowance, the Dependent Child must be four (4) to twenty-one (21) years of age during the relevant academic year. This allowance is subject to the

limitation set out in Staff Rule 4.3 (5). GGGI does not provide education assistance for post secondary, college or university education.

#### *Amount*

(2) A Staff member may be reimbursed by GGGI with an amount equivalent to 75% of the education costs, as defined in Section (3) below, paid relating to the education of each of the eligible Staff member's Dependent Children, up to the maximum reimbursable Education Allowance established for the Staff member's Duty Station. The maximum amount of Education Allowance for each Duty Station shall be determined by the Director-General based on the education costs of a reference school in the country of the Duty Station.

(3) "Education costs" mean the total cost, after deducting all financial assistance received in scholarships and grants from sources other than GGGI, of standard mandatory fees charged by the educational institution for required courses, including the cost of registration, tuition, laboratory fees, examination fees, diploma fees, testing fees required for admission, cost of required books, and fees for school bus. For Children who are homeschooled through a complete academic course using correspondence course and/or other appropriate materials in the home and/or by private instruction, education cost includes allowable expenses related to the Child's program of study, instructional materials, or other resources related to the Child's home schooling.

- a) Education costs do not include, regardless of whether they are mandatory, the cost of meals, computers or computer connections, incidental or extracurricular courses or activities, or individual testing fees other than those required for admission. Boarding expenses do not form part of education costs, unless the Director-General determines that there is no school of International standards available at the Duty Station.
- b) Allowable expenses for home schooling include costs of workbooks and text books, online curriculum programs and memberships, digital resources, learning programs, professional lessons, and tutoring (tutoring services rendered by the parent or close relative are excluded) including art, music, language and physical education lessons. These costs must be paid for and supported by invoices. Other costs may be approved by the Director-General on a case by case basis provided that they are related to the Child's homeschooling and such costs are usually included in the tuition payments in a regular school.

#### *Payment*

(4) The Education Allowance is generally payable in one lump-sum reimbursement, or through quarterly expense claims in the case of homeschooling expenses, based on satisfactory supporting documentation and receipts. Such documentary evidence shall include, for each Dependent Child of the eligible Staff member (i) confirmation of enrollment from the educational institution; (ii) invoice indicating the amount of the education costs and proof of payment; (iii) certification of school attendance and

expenditure t by the time of completion of the academic year; and (iv) any other documentary evidence reasonably required by GGGI.

#### *Other conditions*

(5) If the Dependent Children of an eligible Staff member are enrolled in an educational institution outside the Duty Station, the Education Allowance maximum applicable to the Duty Station of the Staff member still will apply.

(6) The entitlement to the Education Allowance ends on the day of a Staff member's Separation from Service. If the Education Allowance was received in advance for the academic year and the Staff member separates from the service of GGGI before the end of the academic year, the pro rata portion of the Education Allowance relating to that portion of the academic year in which s/he will not be a Staff member shall be repaid to GGGI or withheld from the last payment made to the Staff member.

(7) Where a Staff member dies while in the service of GGGI, the Dependent Children shall continue to benefit from the Education Allowance until the end of the academic year during which the death occurred.

#### *Education travel*

(8) A Staff member who receives education travel allowance for a Dependent Child attending an educational institution outside of the Duty Station may also receive a lump-sum amount per academic year to support the cost of one round trip travel in economy class by the Dependent Child between the Duty Station and the country where the educational institution is located. Alternatively, the Staff member or the Spouse may use this amount to visit the Dependent Child in the country where the educational institution is located.

(9) The amount of the education travel allowance shall be set by the Human Resources office at the beginning of the calendar year, but in no case shall exceed the cost of travel between the Duty Station and the Staff member's Home Country. The amount is payable together with education allowance provided under Staff Rule. 4.5 (4).

## **Rule 4.6 Home leave allowance**

#### *Purpose*

(1) The purpose of the Home Leave Allowance is to support the cost of travel of Staff members eligible for Expatriate Allowances and their Dependents residing with the Staff member at the Duty Station when they visit the Home Country of the Staff member or the Dependent Spouse. An eligible Staff member must have completed at least twelve (12) months of continuous service after initial appointment to be entitled to full Home Leave Allowance.

#### *Amount*

(2) The amount of the Home Leave Allowance is established by the Human Resources office at the beginning of each calendar year, reflecting the cost of one round-trip flight in economy class for the eligible Staff member and the Dependents between the Duty Station and the Home Country of the Staff member. No daily personal expense allowance or other amounts are payable in connection with the home leave allowance.

*Payment*

(3) The eligible Staff member will be paid the Home Leave Allowance on a monthly basis in accordance with Staff Rule 4.6 (1), subject to providing GGGI upon request satisfactory documentation necessary to establish eligibility for Expatriate Allowances and the number of eligible Dependents residing with the Staff at the Duty Station.

### **Rule 4.7 Hardship allowance**

(1) A Staff member who is eligible for Expatriate Allowances and who has been appointed to a Duty Station that is classified as “B”, “C”, “D” or “E” by the International Civil Service Commission shall be eligible for a Hardship Allowance. The Hardship Allowance shall be payable monthly in accordance with Staff Rule 4.10.

(2) The Hardship Allowance shall be paid to the Staff member appointed to a Duty Station in one of the following classes by applying the following multiplier to the Staff member’s monthly Base Salary:

<b>Hardship classification of the Duty Station</b>	<b>Multiplier</b>
B	5%
C	10%
D	15%
E	20%

(3) The determination of hardship locations and the allowance applicable to eligible Staff members shall be revised and updated from time to time to remain aligned with the classifications of the International Civil Service Commission.

### **Rule 4.8 Cost-of-living allowance**

(1) Staff members holding International Positions who are based in a Duty Station away from Headquarters where the cost of living is higher than at Headquarters shall be eligible for a cost-of-living Allowance to compensate for the higher expenses that they will incur as a result of their location. The cost-of-living allowance shall be payable monthly in accordance with Staff Rule 4.10.

(2) The amount of the cost-of-living allowance for each Duty Station shall be established by the Director-General on the basis of the most recent cost-of-living survey issued by the International Civil Service Commission for the Duty Station concerned.

(3) The amount of cost-of-living allowance may be adjusted annually.

## **Rule 4.9 Income tax**

(1) Staff members are individually responsible for compliance with the income tax laws of their Home Country, and compliance with the laws of their country of nationality, if different from the Home Country and the Duty Station country, as they apply to salary, allowances and other benefits received from, or by virtue of their service to GGGI.

### *Home Country income tax*

(2) Taxes assessed by the Staff members' Home Country and/or their country of nationality, if different from the Home Country, on the salary, allowances and other benefits received from, or by virtue of, a Staff member's service to GGGI are not compensated, reimbursed or equalized by GGGI separately or as part of its remuneration package.

### *Duty Station Country income tax*

(3) GGGI will strive to provide to Staff members occupying an International Position a salary that is free of tax in the country of the Duty Station through the conclusion of host country agreements which provides for tax exemption on GGGI salary, allowances, and benefits.

(4) In Duty Stations where tax exemption has not yet been implemented, GGGI will reimburse Staff members holding an International Position who are not nationals of the country of the Duty Station for taxes paid in the country of the Duty Station on salary, allowances and other benefits received from, or by virtue of their service to, GGGI. GGGI will not reimburse income taxes of nationals of the country of the Duty Station.

### *Tax filing/preparation support*

(5) In order to support all Staff members in obtaining professional services in connection with determining tax liability and/or preparation and filing of income tax forms, Staff members shall be entitled to a tax preparation support payment annually in an amount of up to one hundred United States Dollars (USD 100) in actual cost. This is a monetized benefit payable in a lump-sum payment to a Staff member upon written request in the prescribed form.

## **Rule 4.10 Salary, allowances and benefits payments**

(1) The normal pay period is from the first to the last day of any calendar month. A month's pay corresponds to 1/12 of the annual Base Salary plus 1/12 of the following allowances expressed on an annual basis: housing allowance, home leave allowance, hardship allowance and cost of living allowance, as applicable. Education allowance, tax preparation support payment and other benefits and allowances payments shall

generally be paid in the pay period in which the duly completed claim for such allowances is processed by the Human Resources office.

(2) Staff members who are not in pay status for each working day of a full calendar month shall be paid for each working day at the rate of 1/22 of the monthly amount of the applicable Base Salary and allowances.

(3) Payments shall be made to bank account designated by the Staff member in United States dollars in accordance with relevant provisions of GGGI's Legal Framework.

#### **Rule 4.11 Salary advance**

(1) The Director-General may authorize a salary advance of up to three (3) month's Base Salary in prescribed conditions of financial need such as medical emergencies and other unforeseen circumstances. Staff eligible for Expatriate Allowances may however request an advance up to six (6) months Base Salary if required to secure accommodation at the Duty Station or to pay costs for education relating to Dependent Children, subject to the conditions set out in this Staff Rule 4.11.

(2) A salary advance shall not be granted to a Staff member:

- a) under investigation or against whom disciplinary proceedings have been instituted in respect of which a final decision has not been reached;
- b) against whom one of the disciplinary actions provided under Staff Rule 11.5(3)(b) to (g);
- c) who has given notice of his/her resignation whether or not such resignation has been accepted by GGGI; or
- d) against whom legal proceedings, civil or criminal, are pending following the Director-General's revocation, where applicable, of his/her immunity.

(3) A request for an advance shall be supported by appropriate documents relating to the request. Payment of the advance shall be subject to a declaration signed by the Staff member, which shall include the repayment period and terms of the advance.

(4) Advances shall be recovered from the salary, allowances and other benefits payments of the Staff member over the period of the advance in approximately equal installments every pay period from the first pay period after the granting of the advance; provided that in no event shall the repayment period extend beyond twelve (12) pay periods or the expiration date of the Staff member's current appointment, whichever is earlier.

(5) If the Staff member's employment ends before the salary advance has been fully repaid, the remainder shall be deducted from the amount due to the Staff member at Separation from Service and any amounts remaining outstanding thereafter shall be immediately repaid to GGGI by the Staff member.

## **Rule 4.12 Deductions from salary, allowances and benefits**

Deductions from salaries, allowances and other benefits, including entitlements payable on Separation from Service, may be made only in respect of the following items:

- a) contributions to the retirement savings scheme, to the extent permitted under the plan rules and as agreed by the Staff member;
- b) payments made in error by GGGI to or on behalf of the Staff member within the twelve (12) months preceding such deductions;
- c) indebtedness and liabilities owed by a Staff member to GGGI, including recovery of advances made to the Staff member in accordance with the provisions of the Staff Rules;
- d) statutory payments made by GGGI on behalf of the Staff member;
- e) any other purpose for which the Staff member has consented in writing.

## **Rule 4.13 Time limit on claims and recovery**

(1) A Staff member shall submit a written claim in respect of any benefit, allowance or payment which he/she is entitled to under the Staff Regulations and the Staff Rules within twelve (12) months of the date on which his/her right to receive such payment first accrued. In no event shall any claim submitted more than twelve (12) months from a Staff member's Separation from Service be accepted by GGGI. Any claim submitted beyond these time limits is time-barred and shall not be accepted by GGGI.

(2) GGGI shall be entitled to recover any payment made to a Staff member in error by delivering a written notice to the Staff member setting out the amount of the payment to be recovered and explaining the circumstances of the payment. GGGI's right to recovery shall lapse within twelve (12) months after the date on which the overpayment was made, or if several overpayments were made over a period of time, within twelve (12) months after the date of the last overpayment; provided, however, that this time limit shall not apply if the overpayment was due to the Staff member's false statements or fraud.

## **Rule 4.14 Beneficiaries**

(1) A Staff member on assumption of duty shall designate one or more beneficiaries in accordance with the instructions from the Human Resource office.

(2) Where a designated beneficiary is under the age of eighteen (18) years, the Staff member shall designate one or more persons over the age of twenty-one (21) as a guardian of that beneficiary.

(3) A Staff member may at any time revoke or change any designation made under Staff Rules 4.14(1) and (2).

(4) Where a Staff member dies, all monies standing to the deceased Staff member's credit will, subject to provisions of the rules and regulations of GGGI, be paid by GGGI to

his/her designated beneficiary(ies) or, where the designated beneficiary is under the age of eighteen (18), to the designated guardian(s). Such payment shall afford GGGI a complete release from liability in respect of the sum so paid.

(5) Notwithstanding, Staff Rule 4.14(4) above, any monies due under a retirement savings scheme established or arranged by GGGI shall be paid only in accordance with the rules of the retirement savings scheme.



## **Chapter 5: Recruitment, Appointment and Development**

### **Rule 5.1 Appointment**

(1) The paramount consideration in the recruitment and appointment of Staff members shall be to attract to GGGI Staff members who meet the highest standards of efficiency, technical competence and integrity, and possess the appropriate academic, technical and professional qualifications for the particular position, with due regard to the principles of diversity and gender equality.

(2) Staff members shall be granted a fixed-term appointment, which shall be for a definite period of not less than six (6) months and not longer than three (3) years. A fixed-term appointment expires on the last day of the agreed period of service, which shall be stated in the letter of appointment or employment contract.

(3) A fixed-term appointment does not carry any expectation, legal or otherwise, of renewal or extension of appointment, irrespective of the length of service.

### **Rule 5.2 Recruitment and selection**

(1) The selection of Staff shall be done in a fair and competitive manner, but shall also take into account the urgency required to fill positions necessary for GGGI to accomplish its work program. The Human Resources office shall establish guidelines on the recruitment and selection process as appropriate.

(2) In filling vacant positions, full regard shall be given to Staff members already in the service of GGGI who possess the requisite qualifications and experience. To this end, eligibility for some vacancies may be restricted to Internal Candidates, with such vacancies being referred to as “internal vacancies”.

(3) In order to be eligible to apply for internal or external vacancies, a Staff member should (i) have served in his/her current position for at least twelve (12) months prior to the date of application, including the probationary period; (ii) have completed at least one performance review cycle and been rated at least ‘meets expectations’ or its equivalent on the most recent performance evaluation and (iii) comply with such other conditions as may be prescribed by the Director-General in relation to internal vacancies.

(4) Vacancies may also be filled by Promotion in accordance with Staff Rule 3.3 and by Transfer in accordance with Staff Rule 3.4.

### **Rule 5.3 Selection process**

#### *Advertisement and Shortlisting*

(1) GGGI shall normally advertise job openings by posting the vacancy on its external website in the case of vacancies including internal vacancies, on its internal website only

in the case of internal vacancies and/or by using other appropriate advertising methods. Where necessary, GGGI may obtain the services of an executive search firm to improve access to qualified candidates.

(2) The Human Resources office has oversight responsibility for screening and shortlisting of candidates.

(3) In the shortlisting of candidates, the Human Resources office may include External Candidates from a roster of suitable candidates maintained by the Human Resources office, even if such candidates did not apply for the particular vacancy, in accordance with guidelines on use of a candidate roster approved by the Director-General; provided, that a candidate shall be removed from the roster of suitable candidates after twelve (12) months from the date of the most recent application.

#### *Assessment of candidates*

(4) A selection panel shall be constituted to interview and assess the candidates as follows:

- a) for the position of Director-General, the panel shall be composed of at least three Council members and/or other experts designated by the Chair of the Council;
- b) for Executive positions, the panel shall be composed of the Director-General and at least two Council members, and where appropriate, other internal or external experts nominated by the Director-General; and
- c) for all other positions, the panel shall be composed of at least three Staff members, reflecting the diversity of the organization and include at least one female and one male panelist. As appropriate, external experts designated by the Human Resources office will also form part of the panel.

(5) An expert invited to take part in a selection panel may advise the panel or participate in the deliberations of an interview, but he/she cannot vote or take part in the decision of the panel. The panel may decide also to include testing or ability and knowledge as part of the selection process

(6) A representative of the Human Resources office shall sit in the selection panel in an *ex officio* capacity to assist and advise the selection panel. The representative of the Human Resources office may also participate in the deliberations of the panel, but shall not vote or take an active role in the decision of the panel.

#### *Selection decision*

(7) The selection decision shall be made as follows:

- a) for the position of Director-General, the panel shall submit the report to the Chair of the Council who shall transmit it to the Assembly for final decision;
- b) for Executive positions, the decision shall be made by the selection panel constituted for such purpose;

- c) for all other positions, the panel shall submit the report of the panel to the Director-General who shall make the final decision, in consultation with the relevant Staff.

## **Rule 5.4 Implementation of the selection decision**

### *External Candidates*

- (1) When the successful candidate is an External Candidate, he or she will receive a conditional offer of appointment.
- (2) The offer of appointment shall be subject to all conditions specified therein being met including: (i) receipt of references which satisfy GGGI requirements, (ii) medical certification that the candidate is fit for service and (iii) the candidate having the right to work in the Duty Station or being able to obtain the right to work in the Duty Station within a reasonable amount of time. The candidate must report for work at the Duty Station on the date indicated in the offer, normally not more than two (2) months after the date of the acceptance of the offer.
- (3) The effective commencement date of employment shall be the date on which the new Staff member reports for work, if the Staff member was recruited at the Duty Station
- (4) If the new Staff member is recruited outside the Duty Station and is required to travel to the Duty Station in order to report for work, the effective commencement date of employment shall be the earlier of (i) date when the Staff member starts to travel in accordance with travel arrangements approved by GGGI; or (ii) two (2) days prior to the effective date set out in the letter of appointment or employment contract.

### *Internal Candidates*

- (5) When the successful candidate is an Internal Candidate, a new appointment shall be issued to the Staff member effective on the date he or she assumes the new position.

## **Rule 5.5 Spouse employment**

- (1) The Spouse of a Staff member may be appointed provided that the Spouse is fully qualified for the position and is not given any preference for appointment by virtue of the relationship to the Staff member.
- (2) Marriage between Staff members shall not affect the contractual status of either Staff members, but their respective entitlements shall be modified to prevent duplication of benefits.
- (3) The Spouse of a Staff member shall not:

- a) Be assigned to serve in a position which is superior or subordinate in the line of authority to the position occupied by the Staff member to whom he or she is related;
- b) Participate in the process of selection, assignment, Promotion or Transfer of the related Staff member, or in the taking or reviewing of any administrative decision affecting the employment status, entitlements or other benefits, and performance evaluation of the related Staff member.

## **Rule 5.6 Probation**

(1) New Staff members shall serve a probationary period of six (6) months, or three (3) months for appointments with a duration of one-year or less. The Director-General may adjust the length and conditions of the probationary period, which shall be indicated in the letter of appointment or employment contract.

(2) During the probationary period, a Staff member shall be assessed based on his/her ability to (i) demonstrate the core competencies required by the position; (ii) act with integrity and comply with their obligations under the Staff Regulations, the Staff Rules and the Code of Conduct; and (iii) work well with his/her Supervisor and other staff and partners, and respect diversity.

(3) No later than two (2) weeks before the end of the probationary period, the Supervisor and the respective Division Head shall complete and submit to the Human Resources office a probation assessment indicating whether the assessment of the Staff member's performance and conduct was positive or negative.

(4) The Director-General, in his or her sole discretion, shall make a decision based on the assessment and the Staff member shall be notified in writing that:

- a) the appointment is confirmed;
- b) the appointment is not confirmed and the Staff member shall be separated from service; or
- c) the probationary period is extended for another period not more than the initial probationary period, after which a decision shall be made to confirm or separate the Staff member from service.

(5) In the event of a serious failure by the Staff member to perform work or comply with the obligations under the Staff Regulations, the Staff Rules or the Code of Conduct at any time during the probationary period, the probation assessment may be completed before the end of the probationary period, specifying the grounds for a negative assessment. On this basis, the Staff member shall be separated from service accordingly.

(6) Staff members are not eligible to apply for another position within GGGI during the probationary period.

## **Rule 5.7 Performance management**

- (1) The performance of each Staff member shall be appraised at least once a year in accordance with procedures established under GGGI's Legal Framework. The performance of a Staff member may be evaluated and appraised more frequently when considered appropriate.
- (2) The annual performance management cycle shall normally cover the period from 1 January to 31 December of any particular year.
- (3) The system for evaluating a Staff member's performance and achievements during the appraisal year shall provide for multiple levels of performance rating.
- (4) The performance appraisal of Staff forms the basis for any Salary Increase, performance grant or opportunity for Promotion that may be granted to a Staff member.
- (5) In the event of a negative performance rating, the Staff member may be placed on a formal performance review program. The Human Resources office shall advise the Staff member: (i) that his/her performance is falling short of expectations; (ii) of the deficiencies in his/her performance; (iii) the standards he/she must attain to maintain his/her employment; (iv) of the specified period in which to demonstrate satisfactory performance; and (v) that unless there is significant improvement within the stated period of time his/her appointment may be terminated. A review of the Staff member's performance shall be held towards the end of the stated performance review. Following this review, the Staff member's Supervisor shall advise the Director-General whether the Staff member has achieved a satisfactory standard of performance. The Director-General shall then determine whether or not to terminate the Staff member. The Director-General shall advise the Staff member of his/her decision in writing.

## **Rule 5.8 Learning and development**

- (1) GGGI shall promote and develop Staff training programs and other learning opportunities to be administered by the Human Resources office and other GGGI organizational units, to enhance the knowledge, competencies and skills of Staff members in order to meet GGGI's goals and objectives and help Staff members realize their full potential. GGGI shall (a) strive to allocate an amount equivalent to 2% of the salary budget of each financial year for approved Staff learning and development and (b) in accordance with Staff Rule 6.6, provide each Staff member with five (5) working days with full pay to devote to approved learning and development activities which shall not be deducted from their annual leave entitlement provided under Staff Rule 6.4(1).
- (2) The Human Resources office shall be responsible for training and shall elaborate the procedures for identifying training and learning needs wholly or partly paid for by GGGI and the conditions to be applied to each type of training.

## **Rule 5.9 Secondment**

(1) GGGI may second a Staff member with his/her consent to a government, national authority, intergovernmental organization, non-governmental organization, research and academic institution, private sector entity or other entity of relevance to GGGI's activities or operations, in accordance with such rules and procedures established under GGGI's Legal Framework.

(2) The period of secondment shall not exceed three (3) years.

(3) Ordinarily, (a) only Staff members who have completed their probationary period shall be considered for secondment and (b) Staff members shall have at least three (3) months of their appointment remaining following the period of secondment.

(4) A Staff member on secondment remains in the service of GGGI and the period of secondment shall be regarded as effective service with GGGI for all purposes of the Staff Rules.

(5) Except as otherwise agreed between GGGI and the employer to whom the Staff member is seconded, a Staff member on secondment shall be subject to the personnel policies and rules of that employer.

(6) On return from secondment, the Staff member shall be reintegrated in the service of GGGI at a level equal to or higher than that of his/her grade at the time of commencement of the secondment, having regard to his/her qualifications, performance and the experience gained during the secondment.

## **Rule 5.10 Medical certificate**

(1) Candidates receiving conditional offers of appointment from GGGI shall provide a medical clearance certificate prior to the commencement of their appointment indicating that they are fit for service in such form prescribed by the Human Resources office.

(2) A Staff member may be required, from time to time, to undergo a medical examination to establish that he/she possesses the degree of physical and mental fitness needed for his/her position or that he/she is free from any ailment likely to impair the health of others.

(3) A Staff member may also be required to receive inoculations or to undergo medical examination in connection with his/her official travel.

(4) The costs incurred for medical examination and inoculations required by GGGI shall be borne or refunded by GGGI, subject to conditions and maximum amounts established by the Director-General.

### **Rule 5.11 Recruitment of former Staff**

(1) Former Staff members who were separated from the service of GGGI by reason of resignation, expiration of appointment, or termination of appointment due to abolition of post, or reduction of Staff, may be considered for re-employment.

(2) With respect to a former Staff member who received termination indemnity upon termination of appointment due to abolition of post or reduction of Staff may be re-employed by GGGI, such Staff member must have a break in service between the date of separation and the date of the new appointment equivalent to the number of weeks of termination indemnity received, or he/she must return to GGGI a prorated amount of the termination indemnity.

(3) A former Staff member who is re-employed shall be given a new appointment, and the terms of the new appointment shall be fully applicable without any regard to any period of former service, and the service of such Staff member shall not be considered as continuous between the prior and new appointments.

### **Rule 5.12 Higher responsibility allowance**

Staff members, who assume for three (3) months or more, the duties and responsibilities of a position at a level higher than their own, may be granted an allowance which is temporary and does not affect the benefits and allowances that they are currently receiving, at an amount and under conditions established by the Director-General.

## **Chapter 6: Attendance, annual and special leave**

### **Rule 6.1 Working hours**

(1) The normal working week of GGGI shall be forty (40) hours, unless otherwise decided by the Director-General generally or in respect of specific groups of Staff members.

(2) The normal working hours shall be from 9 a.m. to 6 p.m., with one hour for lunch. The Director-General shall establish the normal working hours for each Duty Station in light of local practice; provided that, in the absence of the Director-General determining different normal working hours for a specific Duty Station, the normal working hours of such Duty Station shall be the same as the normal working hours at Headquarters.

(3) The Director-General may require Staff members to work beyond the normal working hours and the normal working week when necessary to address operational and business needs of GGGI. It is not expected that a Staff member should routinely be required to work outside of the normal working hours or the normal working week.

### **Rule 6.2 Flexible work arrangements**

(1) GGGI is committed to providing a work environment that is sufficiently flexible to accommodate diverse life-cycle challenges and assist Staff members to achieve a better balance between work commitments and personal and family commitments, thus ensuring high performance, long-term productivity and well-being of Staff members.

(2) The Human Resources office shall establish appropriate policies and practices to provide flexibility in establishing work locations and alternative work schedules, either for a specific period or on an on-going basis, including:

- a) work from an alternative location to their normal Duty Station office location;
- b) work within a flexible working hours system; and
- c) work compressed schedules.

(3) As a general principle, requests from a Staff member for flexible work arrangements will be considered where they do not impair GGGI's long-term productivity and will not have a negative impact on the respective organizational unit's performance and work program.

### **Rule 6.3 Official holidays**

(1) The number of official holidays at each Duty Station shall be ten (10) days in each calendar year.

(2) The official holidays shall be established at each Duty Station in consultation with the Human Resources office, taking into account the most commonly observed holidays



and the practice followed by other International organizations at the Duty Station. Staff members shall be informed of the official holidays at their Duty Station at the beginning of each calendar year.

(3) In the event the necessities of service do not allow a Staff member to observe any particular official holiday, the Director-General may designate an alternate day within seven (7) days before or after the date of the normal official holiday. Staff members at the Duty Station shall be informed accordingly.

(4) Whenever an official holiday recognized at a Staff member's Duty Station occurs while that Staff member is in operational travel status outside the Duty Station country, the Staff member can take time-off from work in lieu of that holiday, as approved by the Supervisor.

## **Rule 6.4 Annual leave**

### *Entitlement*

(1) A Staff member shall be entitled to paid annual leave as follows:

- a) initial appointment – twenty-seven (27) working days at the start of the year subject to Rule 6.4 (2); and
- b) one additional working day for each three (3) year period of continuous employment the Staff member has completed with GGGI, provided however that a total maximum of thirty (30) working days of paid annual leave shall not be exceeded.

(2) A Staff member who begins service or separates from service in the course of the year shall be entitled to 1/12 of the annual leave entitlement in a year, at the beginning of each month of service until the end of the year, or until the date of Separation from Service, as appropriate.

### *Use of annual leave*

(3) A Staff member may take annual leave only if approved by the Supervisor, subject to the exigencies of service. The dates of the annual leave may be adjusted if the operational and business needs so require.

(4) Annual leave may be taken in units of full days and half days.

(5) A Staff member shall submit the annual leave request to the Supervisor for approval at least three (3) working days before the proposed date of leave, unless an unforeseen event occurs in which case the request may be submitted within a shorter period. Annual leave requests shall be submitted in accordance with established procedures.

(6) In recognition of the importance of rest and relaxation on the health and

safety of Staff and on individual productivity, Staff members are expected to take at least fifteen (15) days of annual leave each year.

(7) The total amount of accumulated unused annual leave that may be carried over from one leave year to the next shall not exceed fifteen (15) days. Any unused annual leave in excess of the fifteen (15) days authorized carry-over shall lapse and be forfeited.

*Management of annual leave*

(8) The Human Resources office will maintain a system for recording and monitoring entitlement and utilization of annual leave for Staff members.

(9) In exceptional circumstances, the Director-General may permit a Staff member who has used all his/her accumulated annual leave entitlement to advance up to five (5) days of his/her annual leave entitlements for the following year; provided, that his/her service is expected to continue for the period necessary to accrue entitlement to the leave so advanced.

(10) Staff members are not allowed to take annual leave during the last thirty (30) days prior to their Separation from Service, unless otherwise approved by the Director-General.

(11) No annual leave shall be credited during:

- a) unauthorized absences;
- b) special leave without pay or partial pay of more of thirty (30) days;
- c) administrative leave in the context of a disciplinary proceeding, unless initial charges against the Staff member are subsequently dropped; and
- d) notice period in connection with the Staff member's Separation from Service.

*Commutation of annual leave*

(12) Under no circumstances shall accumulated annual leave be commuted to cash while the Staff member remains in the service of GGGI.

(13) Upon Separation from Service, a Staff member's accumulated annual leave days shall be commuted to cash. Accumulated annual leave refers to (i) unused annual leave entitlement for the year of separation of service, and (ii) up to fifteen (15) days of unused annual leave from prior years. Any unused leave other than annual leave cannot be encashed upon Separation from service.

(14) The payment of the commuted annual leave shall be computed at the daily rate of 1/22 of the monthly amount computed on the basis of the Staff member's Base Salary.

## **Rule 6.5 Special leave**

Special leave, with or without pay, may be granted at the discretion of the Director-General or the Supervisor as delegated below, in accordance with established procedures. The period of special leave granted to the Staff member shall not affect the expiration date of the appointment specified in the letter of appointment or employment contract.

## **Rule 6.6 Special leave with pay**

### *Learning and Development*

(1) In accordance with Rule 5.8 (1) above, GGGI may grant a Staff member five (5) working days with full pay for learning and development.

(2) In addition to the approved paid learning and development leave provided under Staff Rule 5.8(1), special leave with or without pay may be granted for Staff training or research, provided it is in the interest of GGGI and the absence of the Staff member does not impair the implementation of GGGI's work program. This leave may be granted by the Director-General with full, partial or no pay.

(3) The Staff member is expected to stay in GGGI for at least the same period as the leave granted. Otherwise, the amount of salary paid to the Staff member during the period of special leave with pay shall be deducted upon Separation from Service.

### *Administrative Leave*

(4) The Director-General may place a Staff member on administrative leave in accordance with Staff Rule 11.4.

### *Compassionate leave*

(5) In connection with the death of a Staff member's Spouse, Child, parent or grandparent or the Child or parent of a Staff member's Spouse, the Supervisor may approve leave of up to five working days. This leave must be taken in direct connection with the passing or the funeral of the Staff member's family member.

### *Relocation leave*

(6) On appointment or assignment to a new Duty Station, Staff members may be granted relocation leave by the Supervisor for: (i) up to three (3) days if the Staff member is moving from a location outside the country of the new Duty Station or (ii) one day if the Staff member is moving from a location within the country of the Duty Station but beyond commuting distance of the Duty Station.

(7) This leave must be taken within six (6) months from appointment date or date of assignment to a new Duty Station.

## **Rule 6.7 Special leave without pay**

(1) Special leave without pay may be granted by the Supervisor for the following reasons and up to the maximum duration:

- a) Care of a Child under six (6) years of age - up to one year  
This leave is separate from maternity, paternity, or adoption leave.
- b) Marriage of a Staff member - up to five (5) days  
The leave should be taken in direct connection with the occasion.
- c) Military or other national service obligations - The period depends upon the requirements under the laws of the Home Country or country of nationality of the Staff member.

## **Rule 6.8 General conditions for special leave**

(1) The Director-General may grant special leave with full or partial pay or without pay for reasons other than those covered above, upon the written request of a Staff member for such special leave and subject to other conditions as may be imposed.

(2) Staff members shall first exhaust all annual leave before taking special leave, except for the five (5) days of special leave with pay for learning and development under Staff Rule 6.6 (1).

(3) Staff members shall have at least one year of continuous service in order to be entitled to special leave except for the five (5) days of special leave with pay for learning and development under Staff Rule 6.6 (1).

(4) On return to work upon completion of special leave, the Staff member shall return to the position held before going on special leave.

(5) Periods of special leave with partial pay or without pay of thirty (30) calendar days or longer shall not be taken into account when determining the length of service for purposes of computing termination indemnity, whenever applicable.

(6) Annual leave and other leaves shall not accrue during special leave without pay of thirty (30) calendar days or longer, nor shall a Staff member on special leave without pay be entitled to any benefits or allowances provided to Staff members under the Staff Regulations and Staff Rules, unless otherwise expressly provided by the Director-General in his/her approval of the special leave without pay.

## **Rule 6.9 Compensatory leave**

Staff members who have been required to work for extended periods beyond the normal working hours and the normal working week or work or travel during weekends and official holidays of the Duty Station established in accordance with Staff Rule 6.3 above, may be granted compensatory leave of up to five (5) days per year by the Supervisor

## **Rule 6.10 Sick leave**

- (1) A Staff member who is incapacitated from the performance of his/her duties because of illness or injury, or whose attendance is prevented by public health requirements, may request sick leave in accordance with the provisions of this Staff Rule.
- (2) Sick leave of more than three (3) consecutive working days shall be supported by a medical certificate acceptable to GGGI. GGGI reserves the right to designate a medical practitioner to examine the Staff member and provide a second opinion.
- (3) A Staff member may take a total uncertified sick leave of ten (10) working days in a year. Any sick leave beyond this limit will require a medical certificate acceptable to GGGI even if it is less than three (3) consecutive working days of sick leave.
- (4) Sick leave may be taken in units of full days or half-days. Sick leave must be applied for and approved in accordance with established procedures.
- (5) Staff members may be granted sick leave on full pay for up to ninety (90) days over a two (2)-year period, subject to verification by a medical practitioner designated by GGGI. Any case where Staff member has exhausted his or her sick leave entitlement but is still unable to work due to a medical condition will be handled on a case by case basis and determined by the Director-General.

## **Rule 6.11 Maternity leave**

- (1) Staff members shall be entitled to maternity leave of up to eighty-eight (88) working days on full pay, and additional forty-four (44) working days on half pay.
- (2) Maternity leave may commence at any time as required by Staff member's attending physician.
- (3) Maternity leave must be taken on a continuous basis.
- (4) Benefits such as health coverage and participation in the retirement savings scheme shall continue throughout the leave period.
- (5) Annual leave shall accrue during the period of maternity leave.

## **Rule 6.12 Paternity leave**

- (1) Staff members are entitled to paternity leave of up to twenty-two (22) working days on full pay and twenty-two (22) working days on half pay.
- (2) Paternity leave must be taken on a continuous basis within one year from the date of birth of the Child.

(3) The Staff member shall request paternity leave and present evidence of the birth of the Child by his/her Spouse under Staff Rule 1.2 (27).

(4) Annual leave shall accrue during the period of paternity leave.

### **Rule 6.13 Adoption and Surrogacy leave**

(1) Staff members are entitled to adoption leave of up to twenty-two (22) working days on full pay and up to twenty (22) working days on half pay.

(2) The Staff member shall request adoption leave and present evidence of the adoption of the Child within thirty (30) days of the adoption.

(3) Annual leave shall accrue during the period of adoption leave.

(4) These provisions on adoption leave will also apply to a Staff member who is a legal parent of a Child born through a surrogacy arrangement.

### **Rule 6.14 Recovery of advance annual and sick leave**

(1) On Separation from Service, if the Staff member has not earned sufficient annual leave or sick leave entitlements to cover advance annual leave or sick leave previously taken, the amount of such unearned leave shall be deducted from the final payment due to the Staff member on separation. The deduction will be calculated on the basis of the formula defined in Staff Rule 6.4 (2), as appropriate.

(2) GGGI may waive the requirement to retribute advance annual and sick leave if it is determined that there are exceptional or compelling reasons for doing do.

### **Rule 6.15 Leave counted as continuous service**

Except as otherwise provided in these Staff Rules, any leave duly approved and taken by the Staff member shall be considered as part of continuous service.

## Chapter 7: Social security

### Rule 7.1 Retirement savings scheme

(1) GGGI shall provide retirement savings schemes available to all Staff members in accordance with the provisions of Staff Regulation 7.1. The participation of Staff members in the GGGI retirement savings scheme is not mandatory, as Staff members may be subject to mandatory participation in a national pension and/or retirement system or may opt to join a private retirement system of their choice.

#### *GGGI's contribution*

(2) GGGI's shall contribute an amount equal to 13% of the monthly Base Salary of eligible Staff members for a retirement savings system in which the Staff member participates.

(3) If the Staff member has opted not to participate in the GGGI retirement savings scheme, the GGGI contribution shall be paid to the Staff member together with the monthly salary payment. In this case, the Staff member is responsible for selecting and arranging appropriate retirement saving scheme for him/herself and ensuring that all payments, reflecting as a minimum the same amount as GGGI's contribution, is made to such retirement savings scheme.

#### *Staff member's contribution*

(4) If the Staff member has opted to participate in a GGGI retirement savings scheme, an agreed percentage of the Staff member's Base Salary shall be deducted each month from the monthly salary payment and added to the payment made by GGGI to the GGGI retirement savings scheme.

### Rule 7.2 Medical insurance

(1) Staff members shall participate in a medical insurance scheme under the terms and conditions determined by the Director-General.

(2) A Staff member who is subject to mandatory participation in a national health insurance system or who is eligible to participate in such a system shall also be covered by a complementary medical insurance policy subscribed by GGGI so that the total benefits are reasonably in line with those payable to Staff covered by the medical insurance policy provided by GGGI.

(3) Staff members who do not participate in a national health insurance system shall receive comprehensive coverage under a medical insurance policy subscribed by GGGI. Staff members shall also have the option of extending coverage to the Spouse and Children under the terms and conditions established by the Director-General. GGGI will defray part

of the costs of the health insurance for Staff members and Dependents who do not participate a national health insurance system in accordance with (4) below.

#### *Payment of contribution*

(4) Staff members' contributions to medical insurance coverage shall be deducted each month from their monthly salary payment in the following manner:

- a) two-fifths (2/5) of the premium charged for the Staff member and each Dependent and the full premium charged for any other Spouse and Child(ren) covered by the medical insurance policy subscribed by GGGI; and
- b) for Staff participating in a national health insurance system, the Staff member's portion of the total contribution payable by employer and the Staff member under the relevant system.

### **Rule 7.3 Compensation for illness, injury or death attributable to service**

(1) A Staff member, or his surviving Spouse or Dependents, shall be entitled to compensation in the event of illness, injury including or death attributable to the performance of official duties on behalf of GGGI, in accordance with rules established by the Director-General.

(2) The benefits payable under the insurance policy on compensation for illness, injury or death attributable to service subscribed by GGGI shall be reduced by any compensation received under a national compensation system for the same event.

(3) On appointment, the Staff member shall inform the Human Resources office his/her designated beneficiary or beneficiaries. The Staff member shall notify the Human Resources office of any revocation or change of beneficiaries.

### **7.4 Group life insurance**

GGGI shall establish a group life insurance scheme under the terms and conditions determined by the Director-General.



## CHAPTER 8: TRAVEL EXPENSES

### Rule 8.1 Travel of Staff and Dependents

(1) Subject to the conditions set out in these Staff Rules and other relevant rules under GGGI's Legal Framework, costs of travel for the following purposes shall be reimbursed by GGGI:

- a) On initial appointment of a Staff member recruited for an International Position from outside the country of the Duty Station, or from within the country of the Duty Station but beyond commuting distance of the Duty Station;
- b) On Transfer and assignment of a Staff member to a new Duty Station;
- c) On Separation from Service of a Staff member recruited or transferred to an International Position in a Duty Station different from his/her Home Country, or within the country of the Duty Station but beyond commuting distance of the Duty Station, except in cases of abandonment of post or as otherwise provided in the Staff Rules.

#### *Travel of Dependents*

(2) Costs for Dependents of the Staff member travelling on appointment or assignment to a new Duty Station in accordance with Staff Rule 8.1 (1) above shall also be reimbursed by GGGI.

(3) Dependents shall travel in the same class as the Staff member.

(4) For initial appointment travel, GGGI shall pay or reimburse the travel expenses of a Staff member's Dependents either from the place of recruitment or from the Staff member's Home Country. Should a Staff member wish to bring a Dependent to his/her Duty Station from any other place, the travel expenses borne by GGGI shall not exceed the maximum amount that would have been payable on the basis of travel from the place of recruitment or the Home Country.

#### *Lapse of entitlement*

(5) A Staff member shall no longer be entitled to return travel for him/herself and Dependents upon separation of service if the return travel has not commenced within six (6) months from the date of Separation from Service.

#### *Conditions*

(6) All travel requests and claims for travel expenses shall comply with the requirements and established procedures under the Travel Rules of GGGI. GGGI shall pay and/or reimburse Staff members for allowable travel expenses in relation to official travel under and in accordance with the Travel Rules of GGGI, as the same may be amended or modified from time to time.

## Rule 8.2 Mobilization and demobilization allowance

(1) The mobilization allowance is a lump-sum amount paid to Staff members eligible to travel on appointment, transfer, or assignment to a new Duty Station pursuant to Staff Rule 8.1(1) (a) and (b).

(2) The allowance shall be GGGI's sole contribution to the cost of unaccompanied shipments of personal effects and household goods to the Duty Station.

(3) On Separation from Service, a demobilization allowance is granted only to a Staff member who is eligible to travel under Staff Rule 8.1(c) and who has served at least one year at the Duty Station prior to their separation.

*Amount – from outside Duty Station country*

(4) Staff eligible for Expatriate Allowances who are eligible to travel from a location outside the country of the Duty Station shall receive the following mobilization allowances:

On mobilization upon appointment or Transfer:

Grade	WITHOUT ACCOMPANYING DEPENDENTS	WITH ACCOMPANYING DEPENDENTS
<b>X13INTL</b>	USD 23,400	USD 28,400
<b>X12INTL</b>	USD 21,000	USD 26,000
<b>X11INTL</b>	USD 19,300	USD 24,300
<b>X10INTL</b>	USD 17,700	USD 22,700
<b>X9INTL</b>	USD 16,100	USD 21,100
<b>X8INTL</b>	USD 14,900	USD 19,900
<b>Executive (ADG/DDG/DG)</b>	USD10000 + one month Base Salary	USD15000 + one month Base Salary

On demobilization upon Separation from Service:

- a) USD10,000 if they do not have any accompanying Dependent; or
- b) USD15,000 if they have accompanying Spouse and/or Dependent Children.

(5) Staff members who are appointed on International Position, but ineligible for Expatriate Allowances, and are authorized to travel from a location outside the country of the Duty Station upon appointment or transfer shall receive the following mobilization allowance:

- a) USD10,000 if they do not have any accompanying Dependent; or
- b) USD15,000 if they have accompanying Spouse and/or Dependent Children

Demobilization allowance does not apply for this category.

(6) Staff members eligible to travel to a Duty Station from a location within the country of the Duty Station but beyond commuting distance of the Duty Station shall receive the following relocation allowance:

- a) USD3,000 if they do not have any accompanying Dependent;
- b) USD6,000 if they have accompanying Spouse and/or Dependent Children.

On Separation from Service, the same amount shall be paid to such Staff members.

*Other conditions*

(7) A Staff member with Dependents initially travelling alone to the Duty Station shall initially be entitled to receive the mobilization allowance applicable to an unaccompanied Staff member. The Staff member may apply for the balance of mobilization allowance when the Dependents subsequently joins the Staff member at the Duty Station provided that the Dependents join the Staff member at the Duty Station within one year from appointment date and the Dependents stays with the Staff member in the Duty Station for at least six (6) months.

(8) Staff members entitled to payment of a mobilization allowance in respect of travel to a new Duty Station shall also be granted relocation leave with pay in accordance with Staff Rule 6.6 (6).

(9) If the Staff member leaves the services of GGGI prior to completing twelve (12) months of receiving the allowance either on initial appointment or Transfer, the Staff member:

- a) shall return the mobilization allowance on a pro-rata basis; and
- b) shall not be eligible for demobilization allowance.

## Chapter 9: Staff relations

### Rule 9.1 Staff Association

(1) Staff members of GGGI may establish a Staff Association representing all GGGI Staff members with a view to facilitating their effective participation in identifying, examining and resolving issues relating to human resources policies, conditions of work and Staff welfare, consistent with Staff Regulation 9.1.

(2) The Staff Association shall be organized in such a way as to afford equitable representation to all Staff members, by means of elections that shall take place at least biennially under electoral regulations drawn up by the Staff Association and agreed to by the Director-General.

(3) The Staff Association shall be entitled to initiate and present proposals for the purposes set forth in Staff Regulation 9.1.

(4) When performing their tasks as representatives of the Staff Association, the Staff members shall be deemed to be at work. The Director-General shall give due consideration to the work of Staff members serving in the capacity as representatives of the Staff Association and the related commitment of time necessary to perform their tasks.

## **Chapter 10: Separation from Service**

### **Rule 10.1 Separation**

(1) A Staff member may be separated from the service of GGGI in any of the following ways:

- a) resignation (Staff Rule 10.2);
- b) abandonment of post (Staff Rule 10.3);
- c) expiry of appointment (Staff Rule 10.4);
- d) non-confirmation of appointment (Staff Rule 10.5);
- e) termination of appointment (Staff Rule 10.6);
- f) agreed separation (Staff Rule 10.8); or
- g) death (Staff Rule 10.9).

(2) Upon Separation from Service, the Staff member shall return to GGGI without delay all GGGI property and documents.

(3) A Staff member must complete exit clearance as per established procedure prior to the date of separation. It is the responsibility of the Staff member to ensure that he/she received all appropriate clearances as part of the exit procedures. However, GGGI shall facilitate the completion of the exit procedures. Final payment is subject to successful completion of exit clearance.

(4) A Staff member who so requests shall on separation be provided by the Head of the Human Resources office, a certificate specifying the nature of his/her duties and the length of his/her service with GGGI.

### **Rule 10.2 Resignation**

(1) Resignation is a separation initiated by the Staff member by submitting a written resignation to the Staff member's Supervisor or the Director-General at least thirty (30) calendar days prior to the effective date of resignation.

(2) The Director-General may accept a resignation on shorter notice.

(3) No termination indemnity is payable in cases of resignation.

### **Rule 10.3 Abandonment of post**

(1) Abandonment of post occurs when a Staff member, despite a written warning of the possibility of termination if the Staff member does not report to duty, fails without justification acceptable to the Director-General, to make himself or herself available to perform official duties for a period of ten (10) consecutive working days. In such case, the Staff member's appointment shall be deemed to have terminated.

(2) Notice of termination of the Staff member's employment as a result of his/her abandonment of post shall be given summarily and addressed to the Staff member at his/her last known address.

(3) A Staff member whose employment is terminated by reason of his/her abandonment of post shall not be entitled to a termination indemnity.

#### **Rule 10.4 Expiration of appointment**

(1) All appointments, unless otherwise terminated as provided herein, shall expire automatically and without prior notice on the expiration date specified in the letter of appointment or employment contract.

(2) The Staff member shall be informed in advance of the Director-General's decision not to renew or extend the appointment not later than three (3) months before the expiration date of a fixed-term appointment.

(3) No termination indemnity is payable upon separation as a result of expiration of appointment.

#### **Rule 10.5 Non-confirmation of appointment**

(1) When a Staff member's performance and/or conduct during the probationary period have been assessed negatively, the appointment shall not be confirmed and the Staff member shall be separated from service.

(2) If the Director-General decides to terminate the appointment during or at the end of the probation period, the Staff member concerned shall be informed in writing of the decision and of its grounds, and shall be given, at GGGI's discretion, one month's notice of termination or receive compensation of one month's salary in lieu of notice.

(3) No termination indemnity shall be payable on non-confirmation of appointment.

#### **Rule 10.6 Termination of appointment**

(1) A termination of appointment is a Separation from Service initiated by GGGI. A separation by reason of resignation, abandonment of post, retirement, expiration of appointment, non-confirmation of appointment or mutual agreement shall not constitute a termination.

(2) Any termination of appointment by GGGI under these Staff Rules shall be decided upon by the Director-General, shall be in writing and shall be effected in strict compliance with the Staff Rule under which it is being made.

(3) A Staff member may be terminated prior to the expiration date of the appointment in accordance with the terms of the appointment or on any of the following grounds:

- a) The necessities of service require abolition of the post or reduction of the Staff;
- b) The services of the Staff member prove unsatisfactory;
- c) The Staff member is, for reasons of health, incapacitated for further service;
- d) The conduct of the Staff member indicates that the Staff member does not meet the standards required by Staff Regulations and the Staff Rules including the Code of Conduct;
- e) Facts anterior to the appointment of the Staff member and relevant to his or her suitability come to light that, if they had been known prior to recruitment, would have precluded the appointment of the Staff member;
- f) Serious misconduct; and
- g) As a result of other disciplinary action.

(2) In the event the Director-General terminates an appointment, the Staff member shall be informed of the grounds for such termination and be given thirty (30) calendar days' notice. However, no notice shall be required in cases of summary dismissal.

### **Rule 10.7 Termination indemnity**

(1) A Staff member whose appointment is terminated under Staff Rule 10.6 (3) (a) or (c) shall be paid the following termination indemnity:

<b>Completed years of service</b>	<b>Termination indemnity</b>
Less than 1 year - 5 years of completed service	One week's Base Salary for each month of uncompleted service subject to a minimum of 6 weeks' and a maximum of 3 months' indemnity pay
6 years of completed service	3 months' Base Salary after 6 completed years of service
7 years and longer	5 months' Base Salary after at least 7 completed years of service

(2) A Staff member whose appointment is terminated under Staff Rule 10.6 (3) (b), (d), (e), (f) or (g) shall not receive termination indemnity.

(3) Payment of termination indemnity shall be calculated on the basis of the net Base Salary payable to the Staff member as of the effective date of separation.

(4) Length of service for purposes of computing the termination indemnity shall comprise the total period of a Staff member's full-time continuous service. Periods of special leave with partial pay or without pay of one month or longer shall not be taken into account when determining the length of service for purposes of computing the termination indemnity.

## **Rule 10.8 Agreed separation**

A Staff member may be separated in the interest of GGGI, in accordance with Staff Regulation 10.3, under such terms and conditions as may be determined by GGGI and agreed to by such Staff member.

## **Rule 10.9 Death**

(1) In the event of the death of a Staff member, all amounts due to the Staff member by the GGGI under the Staff Regulations and the Staff Rules shall be paid to the nominated beneficiary or beneficiaries, unless otherwise specified under particular rules. Such payment shall release the GGGI from all further liability in respect of any sum being paid. In the absence of a named beneficiary, the amount due to the Staff member shall be paid to his or her estate.

(2) On the death of a Staff member, a GGGI will provide a lump sum amount to be established by the Human Resources office to cover reasonable expenses for the preparation and burial of the remains of the Staff member, and in the case of a Staff eligible for Expatriate Allowances, the cost of the transport of the remains from the place of death to the deceased's Home Country.



## Chapter 11. - Disciplinary measures

### Rule 11.1 Misconduct

(1) Failure by a Staff member, by act or omission, to comply with his or her obligations under regulations, rules, instructions and directives issued by the Council or the Director-General, including without limitation the Code of Conduct, shall constitute misconduct under these Staff Rules and may result in the imposition of disciplinary measures.

(2) Examples of misconduct include, but are not limited to:

- a) Unlawful acts (e.g., theft, fraud, possession or sale of illegal substances, smuggling) on or off GGGI premises, and whether or not the Staff member was officially on duty at the time;
- b) Misrepresentation, forgery or false certification in connection with any GGGI claim or benefit, including failure to disclose a fact material to that claim or benefit;
- c) Assault upon, harassment of, or threats to other Staff members;
- d) Misuse of GGGI property, equipment or files, including electronic files;
- e) Misuse of office and abuse of authority;
- f) Breach of confidentiality;
- g) Repeated failure to respect agreed working or unauthorized absence from the office during working hours;
- h) Unauthorized outside activities, remunerated or non-remunerated, when such activities conflict with the performance of official duties or are in conflict with the interests of GGGI;
- i) Abuse of any privileges, exemptions and immunities granted to GGGI; and
- j) Acts or behavior that could damage the reputation or credit of GGGI.

### Rule 11.2 Investigations

(1) Allegations of misconduct shall be investigated in accordance with rules and procedures established as part of GGGI's Legal Framework. Such investigation may be carried out by external investigator if deemed appropriate by GGGI.

(2) As a general rule, a Staff member shall be informed if s/he is under investigation. unless however, GGGI reasonably believes that such notification could have negative implications on the investigation, by e.g., concealment or destruction of evidence or attempts to improperly influence witnesses, in which case the notification of the Staff member may be postponed.

(3) If upon completion of an investigation, sufficient information is found to substantiate the allegation of misconduct, the investigative findings shall be documented and provided as an investigative report to the Director General or his/her designated official.

- (4) Any Staff member who in good faith reports misconduct, or cooperates or provides information during an investigation shall be protected against retaliation from Supervisors or other Staff members.

### **Rule 11.3 Notification of charges and reply**

Prior to the imposition of any disciplinary measure, the following requirements shall be observed:

- a) The Staff member shall be notified in writing of the charges made against him or her and be provided with a copy of supporting evidence.
- b) At the same time, the Staff member shall be given the opportunity to respond in writing to the charges and to submit any countervailing evidence within eight (8) calendar days. This period may be shortened if the urgency of the situation so requires.

### **Rule 11.4 Administrative leave**

(1) The Director-General may place a Staff member on administrative leave pending completion of the disciplinary process. This action is without prejudice to the rights of the Staff member and does not constitute a disciplinary measure.

(2) A Staff member placed on administrative leave shall be informed in writing of the reason(s) for such leave and of its probable duration, which shall not normally be for more than three (3) months.

(3) Administrative leave shall be with full pay.

(4) A Staff member placed on administrative leave may not enter GGGI premises without requesting and obtaining the Director-General's permission.

### **Rule 11.5 Disciplinary measures**

(1) The Director-General, taking into account the results of the investigation and the Staff member's response to the charges and the evidence he or she may have provided, shall decide whether to:

- a) close the case when the evidence of misconduct is not sufficient;
- b) if there is evidence of misconduct, determine the disciplinary measure to be imposed; or
- c) request further investigations into the allegations.

(2) Where misconduct is established, the severity of the disciplinary measures imposed shall reflect the gravity of the misconduct. In determining the seriousness of the misconduct and in deciding on the disciplinary measure(s) to be imposed, the following may be taken into account:

- a) the nature of the misconduct and the circumstances in which it occurred;
- b) the extent to which the misconduct adversely reflects upon the integrity, reputation or interests of GGGI;
- c) the extent to which the misconduct involves intentional actions or negligence;
- d) whether the misconduct involves repeated actions or behavior;
- e) the prior conduct of the Staff member; and
- f) any extenuating circumstances.

(3) Disciplinary measures resulting from disciplinary proceedings for misconduct may, depending on the gravity of the misconduct, take one or more of the following forms:

- a) Written censure;
- b) Ineligibility for Promotion, whether permanently or for a specified period;
- c) Withholding of pay increases;
- d) Reduction in Base Salary, including withholding pay increases;
- e) Removal of privileges or benefits or allowances, whether permanently or for a specified period of time;
- f) Demotion to a position with a lower grade either with or without reduction in Base Salary and/or reassignment from one department/organizational unit/Duty Station to another;
- g) Suspension on half pay or without pay for a specified period;
- h) Dismissal;
- i) Summary dismissal, in which case the Staff member shall be dismissed without prior notice.

(4) An oral or written reprimand given by a Supervisor is not a disciplinary measure and shall not require compliance with the provisions of Staff Rule 11.3.

(5) The recovery from Staff members of monies owed by them to GGGI shall not be considered a disciplinary measure.

### **Rule 11.6 Confidentiality of disciplinary proceedings**

(1) The personnel file of a Staff member shall only include the following documents relating to a disciplinary proceeding:

- a) The Director-General's letter informing the Staff member concerned of the decision to impose one or more disciplinary measures; and
- b) Related communications required for the implementation of such decision.

(2) Any other documents, including the disciplinary charges and related evidence, and the Staff member's comments and related evidence, shall remain confidential and may not be included in the Staff member's personnel file.

## Chapter 12: Grievances and Appeals

### Rule 12.1 Informal resolution

- (1) Staff members and Supervisors are encouraged to address and resolve work place related concerns, disputes and grievances in an informal manner.
- (2) Wherever feasible, Staff should approach their Supervisor with their concerns or complaints regarding an administrative decision. If this is not feasible, or does not bring resolution, the Staff member should bring the issue to the attention of the next-in-line Supervisor, to the Human Resources office or to such other Staff member or Supervisor as the Staff member deems deemed appropriate.
- (3) It is expected that Staff members and their Supervisors will make all efforts in good faith to solve concerns or complaints regarding administrative decisions, with the assistance of the Human Resources office where appropriate, without elevating the issue to the internal appeals process.

### Rule 12.2 Right to appeal

- (1) Should a satisfactory solution not have been reached by informal resolution, a Staff member adversely affected by an administrative decision affecting him/her directly may appeal against such decision. The appeal must be based on alleged non-observance of the terms of appointment or the Staff Regulations or the Staff Rules and the term "decision" shall for the purpose of the provisions relating to administrative decisions, where the context so requires, be interpreted to include also any action or inaction.
- (2) An appeal against an administrative decision shall not suspend the implementation of the contested decision.

### Rule 12.3 Internal appeal process

- (1) A Staff member may appeal an administrative decision by submitting a written appeal to the Director-General within thirty (30) calendar days of being informed of such decision, except in the case of the following:
  - a) In relation to decisions on non-confirmation of appointment, the appeal must be submitted to the Director-General within fifteen (15) calendar days of the Staff member being informed of such administrative decision.
  - b) In cases where a Staff member has requested a decision and no response was communicated to the Staff member, an appeal shall be presented within sixty (60) days, counted from the date which the Staff member has requested the decision.

c) For decisions imposing disciplinary measures, the Staff member may appeal directly to the independent arbitral mechanism within thirty (30) calendar days of notification of the decision in accordance with Staff Rule 12.4.

(2) Any appeal submitted by a Staff member outside of the permitted time frames specified in Staff Rule 12.3(1) shall be time-barred and shall not be considered on its merits.

(3) The Director General, within fifteen (15) calendar days of receipt of the written appeal, shall either provide a written response to the appeal, or inform the Staff member that a peer review panel composed of other Staff members will be established to assist the Director-General in considering the appeal.

(4) A peer review panel constituted by the Director-General shall be composed of (i) a member appointed by the Director-General; (ii) a member designated by the Staff member and subsequently appointed by the Director-General; and (iii) a chairperson appointed by the Director-General after consultation with the member designated by the Staff member.

(5) Members of the peer review panel shall be at least at the same grade level of the Staff member who submitted the appeal.

(6) The peer review panel shall consider the appeal expeditiously and advise the Director-General of its findings and recommendations.

(7) In making its recommendation, the peer review panel shall only consider whether the applicable procedures were followed, or whether the decision was improperly motivated by prejudice or some other extraneous factor. The Director-General shall make a final decision on the appeal, in light of the findings and recommendations of the peer review panel.

(8) If the Staff member is not satisfied with the answer received, or if no answer is received, or no notice is received that a peer review panel had been constituted within fifteen (15) days of receipt of the appeal, the Staff member may challenge the Director-General's final decision before the independent arbitral mechanism provided under Staff Regulation 12.2 within thirty (30) calendar days from receipt of the reply or decision or if no answer is received.

#### **Rule 12.4 Appeal against disciplinary measure for misconduct**

Decisions to impose disciplinary measures may be appealed directly to the independent arbitral mechanism provided under Staff Regulation 12.2. The time limit for submitting such appeals shall be thirty (30) calendar days after notification of the disciplinary measure.

## **Rule 12.5 Access to an independent arbitral mechanism**

In accordance with Staff Regulation 12.2, the Director-General has established a panel of independent arbitrators and prescribed related arbitration rules to give Staff members access to an independent arbitral mechanism when they wish to seek review of the final decision taken by the Director-General.

## **Chapter 13: Final Provisions**

### **Rule 13.1 Entry into force**

The Staff Rules shall enter into force on the date of their approval by the Director-General.

### **Rule 13.2 Amendments to the Staff Rules**

The Staff Rules may be amended by the Director-General in a manner consistent with the Staff Regulations.

### **Rule 13.3 Exceptions to the Staff Rules**

The Director-General may make exceptions to the Staff Rules provided that the exception is not inconsistent with any Staff Regulation or other decision of the Council.