

**Global Green Growth Institute**

Fifth session of the Council

Seoul, 19-20 June 2014

**Revisions to the Staff Rules and participation in the IRENA arbitration system**

1. The Provisional Staff Rules previously issued on 1 April 2013 and revised on 5 August 2013 have been further revised to take into account developments since August 2013. The revision reflects changes in GGGI's policies on human resource and benefits; travel and removal expenses; and appeal and administration of justice.
2. The attached text of the revision is now being reported by the Secretariat to the Council, as required by Staff Regulation 13.3(b).
3. The Secretariat also informs the Council that the Director-General will make a formal request seeking participation in the arbitration system of the International Renewable Energy Agency (IRENA) and, if the request is positively received, that a Memorandum of Understanding between GGGI and IRENA will be concluded to define the terms under which such participation would take place. This proposal is in line with Staff Regulation 12.3, which requires the Director-General to make arrangements to provide access to an independent arbitral mechanism to staff members dissatisfied with the outcome of GGGI's internal appeal process, and Article 16.1 of the Agreement on the Establishment of the Global Green Growth Institute ("Establishment Agreement") which mandates GGGI to establish cooperative relationships with other intergovernmental organizations.
4. For the reference of the Council, a detailed explanation on the above proposed participation in the IRENA arbitration system is provided in annex 3.

### Summary of revisions to the Staff Rules

Rule	Area	Change	Action taken
4.1.4/ 5.6.2	Home country	Definition of home country simplified	4.1.4 Deleting the part that said that home country can also be defined as “ <i>or country of permanent residence of a staff member</i> ”  Under rule 5.6.2 we have added a clause that says “The designated home country shall not be altered, unless authorized by Deputy Director General, M&A for compelling reasons”. We believe this will allow rooms for such exceptions
4.1.8	Definition of Spouse	Definition expanded and number of spouse restricted to 1	Spouse now includes a relationship that is legally recognized by the law of the country of the staff member’s nationality
4.2	Base salary	Added more text on the process of determining the base salary	Included the text that Base salary “Will be determined by Human Resources office, in consultation with the hiring manager”
4.3.3	Housing allowance	Simplified on what is included and what is not	Clause simplified
4.3.6/7	Housing allowance	Process for claiming housing allowance simplified	Clause simplified
4.4.2	Education Allowance	<ol style="list-style-type: none"> <li>1. The Education allowance currently has no limit but we will now have a per child limit that will be based on Education Grant entitlement as specified by ICSC or established by GGGI when location not listed in ICSC.</li> <li>2. Definition of “Education costs” clarified.</li> </ol>	New Clause

Rule	Area	Change	Action taken
4.5.1	Home Leave	Clarified that it is one at the end of each year. In the last year of contract you only get ticket to go back home	Clause revised
4.5.4	Home Leave	Combining home leave and mission trip to save cost for the organization	New Clause
4.9.1	Tax Reimbursement	No reimbursement for personal tax advice GGGI income only	Clause Revised
4.9.4	Tax Reimbursement	No grossing up of salaries when GGGI has to withhold. Has to be paid by staff that will be reimbursed as and when paid	Clause Revised
4.10.3	Payment of salaries	To be paid in USD only	Clause simplified and refers to Financial regulations
4.10.5	Payment of salaries	Clause on Deduction of statutory payments has been included	New clause added
4.10.5	Payment of salaries	Clause d) on “indebtedness to third parties....” Was unnecessary as DG cannot authorize on third party payments	Clause deleted
4.12	Prevention of duplication of benefits	New clause included	New clause added
6.1.3	Working hours	Flexible time option included with 10-4 being core hours for the varying needs of staff and to be able to work with colleagues globally	Clause added
6.1.5	Working from home (at duty station only)	New clause added	
6.2.4	Public holiday	Leave allowed in lieu of working on public holiday	Clause revised
6.3.6	Annual	allow 15 days of carryover instead of 10	Clause revised

<b>Rule</b>	<b>Area</b>	<b>Change</b>	<b>Action taken</b>
<b>6.5.1</b>	Special Leave	The contract end date does not get extended when special leave is taken	Clause added
<b>6.5.3</b>	Special Leave	Marriage leave with pay deleted but retained as without pay	Clause revised
	Special Leave	Special leave without pay for military service as per national law	Clause added
<b>6.7.5</b>	Sick Leave	Certificate for more than 5 days only and max leave up to 10 days as uncertified	Clause revised
<b>6.8.1</b>	Maternity Leave	Clarified that it is 4 month of full pay and 2 months of half pay	Clause revised
<b>6.9.1</b>	Paternity Leave	Paternity leave can be taken anytime in the first one year of the birth of the child	Clause revised
<b>Chapter 9</b>	Staff Association	Text added	New Clauses added
<b>Rule 12.2</b>	Conflict Resolution Mechanism	Introduction of Mediation	Clause added
<b>Section 12.3</b>	Conflict Resolution Mechanism	Simplification of internal appeals process	Clause added
<b>Section 12.4</b>	Conflict Resolution Mechanism	Inclusion of appeal for misconduct cases	Clause added

**Changes made in the Chapter on Travel**

No	Changes Made	Sections Updated	Comments
1	Application of MRAT (Maximum Reimbursable Amount for Travel)	Rule 8.8 Accommodation Expenses Rule 8.9 Meals & Incidental Expenses	<ul style="list-style-type: none"> <li>Added clause “up to the published ceiling rate specified in the Maximum Reimbursable Amount for Travel (MRAT) report.”</li> </ul>
2	Updated terms used for clarity and consistency	Section 8.6 Travel expenses payable by GGGI	<ul style="list-style-type: none"> <li>From “Daily subsistence allowance” to “Meals &amp; Incidentals expenses”</li> <li>From “Terminal expenses” to “Airport Transfer expenses”</li> </ul>
		Rule 8.9 Meals & Incidental expenses	<ul style="list-style-type: none"> <li>From “Daily subsistence allowance” to “Meals &amp; Incidental expenses”</li> </ul>
		Rule 8.10 Airport transfer expenses	<ul style="list-style-type: none"> <li>From “Terminal allowance” to “Airport transfer expenses”</li> </ul>
		Across sections	<ul style="list-style-type: none"> <li>From “in accordance with procedures established by the Director-General” to “in accordance with established procedures”</li> <li>From “approval from the Director of the relevant department” to “approval from the appropriate approving authority”</li> </ul>
3	Consistency with the latest approved Travel Policy and Guidelines	8.7.1 Transportation expenses 8.7.3 and 8.7.4 Air Travel and Travel by Train	<ul style="list-style-type: none"> <li>Provided a brief process description in booking flights via travel agency and approval.</li> <li>Updated the Category classification wordings from “C4 and above” to “Executive”</li> <li>Combined “C3, C2 and all G” category into one level “Professional and General”</li> </ul>

		8.7.3 Business Class classification for Professional & General Staff	<ul style="list-style-type: none"> <li>Removed the clause “for subsequent mission travel of more than 5 hours performed within a 30-day period.”</li> <li>Added the clause “counting from the departure to arrival time;”</li> </ul>
		8.7.5 Travel by Car	<ul style="list-style-type: none"> <li>Changed from “reimbursed for the actual costs incurred, up to the cost of transportation by train or bus to the destination.” to “reimbursed based on the distance covered, in accordance with the UN country specific reimbursement rates per mile or kilometer.” Cris was able to get a UNDP table for calculation.</li> </ul>
<b>4</b>	Expense Items not required	8.11.2 Miscellaneous reimbursable travel expenses	<ul style="list-style-type: none"> <li>Removed “Vaccination required” and “Travel insurance.” Staff Members are/will be covered by Vanbreda Insurance</li> </ul>
<b>5</b>	Focus on Staff Member only	8.14 Travel expenses for individuals other than staff members	<ul style="list-style-type: none"> <li>The whole Section 8.14 was removed as the focus/scope of the Staff Regulations Document is for staff member only.</li> <li>The whole Section 8.14 will be moved to Travel Policy document.</li> </ul>

**ADDENDUM.**

No	Changes Made	Sections Updated	Comments
6	Mileage accrual	Rule 8.7.8 Mileage Accrual	<ul style="list-style-type: none"><li>Added section regarding tracking mileage accrual for official travel.</li></ul>

## Revision of Provisional Staff Rules

### Chapter 4: Salaries and related allowances

#### Rule 4.1 Definitions

The following definitions shall apply for the purpose of determining entitlements under the Staff Regulations and Rules:

- 4.1.1. “*Base salary*” means the salary payable to a staff member in accordance with Staff Regulation 4.1 and Staff Rule 4.2;
- 4.1.2 “*Child*” means a staff member’s natural or legally adopted child, or a staff member’s stepchild who is residing with the staff member;
- 4.1.3 “*Headquarters*” means the Headquarters of the GGGI in the Republic of Korea;
- 4.1.4 “*Home country*” means the country of nationality of a staff member, as recorded in accordance with Rule 5.6;
- 4.1.5 “*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;
- 4.1.6 “*Promotion*” means the progression of a staff member to a higher category or to a higher grade within the same category;
- 4.1.7 “*Salary increment*” means an increase in base salary within the pay band corresponding to a staff member’s current category and grade.
- 4.1.8 “*Spouse* ” means a person with whom the staff member is married or has a relationship that is legally recognized by the law of the staff member’s home country determined at the time of appointment under Rule 5.6. GGGI will only recognize one spouse as declared by the staff member to GGGI at the time of appointment.
- 4.19 “*Dependent Children*” refers to one or more children who are 21 years of age or younger.

#### Rule 4.2 Base salary

- 4.2.1 On initial appointment, the Human Resources office, in consultation with the hiring manager, determines the base salary of a new staff member by his or her placement within the pay band in the salary scale applicable to the category and level of the staff member, consistent with the terms of the letter of appointment. Placement at a particular level within a pay band shall be



determined by the Council for staff in the Executive category and by the Director-General for staff in the Professional and the General categories.

- 4.2.2. On promotion to a higher category or to a higher grade within a category, the base salary of the staff member shall be determined by his or her placement within the pay band in the salary scale applicable to the new category and/or grade. Placement at a particular level within a new pay band shall be determined by the Council for staff members promoted to the Executive category. For staff in the Professional and the General categories, the determination shall be made under the Director-General's authority in accordance with Rule 5.8.
- 4.2.3 Salary increments within the same pay band may be granted to staff members in light of the results of their performance assessment. The amount of the increment, referred to as "bonus" for staff in the Executive category, shall be determined by the Council for those staff members, and by the Director-General for staff in the Professional and the General categories.
- 4.2.4 A salary decrease by lowering the placement of a staff member within a pay band or by placing the staff member at a lower level may be imposed by the Director-General as a result of a negative performance assessment or as a result of a finding of misconduct and imposition of a disciplinary measure in accordance with Chapter 11 of the Staff Rules. The decision shall be made by the Council for staff in the Executive category and by the Director-General for staff in the Professional and the General categories.

#### **Rule 4.3 Housing allowance**

- 4.3.1 Staff members in the Executive and Professional categories who hold a fixed-term appointment of one year or longer and are not serving in their home country shall be eligible for a housing allowance to reimburse them for costs incurred in renting accommodation at their duty station, up to a yearly maximum established by the Council provided they and/or their spouse do not own residential property within reasonable commuting distance of the duty station.
- 4.3.2. The Director-General shall determine the maximum amount of the yearly rent by country, and grade up to which admissible housing expenses may be reimbursed to eligible staff members. The maximum shall be established by reference to the latest housing cost survey for the relevant duty station issued by the International Civil Service Commission.

#### *Determination of costs admissible for purposes of the housing allowance*

- 4.3.3 The housing allowance shall be computed on the basis of the total amount of the (i) annual rent payable under the lease agreement; (ii) management company fee; and (iii) a one-time payment fee paid by the staff member to a

licensed real estate agent/broker for services rendered in obtaining accommodation, provided the total amount does not exceed the applicable maximum. Incidental expenses, for example those incurred for security, repairs, painting and moving, utility charges such as electricity, water, heating, parking, and amounts paid to the landlord on account of a guarantee or security deposit shall not be taken into account in the computation of the allowance.

*Advance of housing allowance*

4.3.6 Staff members eligible for housing allowance may apply for an advance of up to twelve months of the housing allowance to assist them in payment of advance rental when required by the lessor. Repayment of the advance shall be spread over a period equal to the number of months of advance rental payment, subject to a maximum period of twelve months. If the staff member is separated from service, the staff member will be ineligible for housing allowance on his/her last day of service and shall return the amount of advance rental for the remainder of the lease period.

*Submission of claim*

4.3.8 Staff members applying for a housing allowance or requesting an advance of the housing allowance shall complete the form approved for that purpose, and submit a copy of their lease agreement with a landlord, receipts for payments made, and any other documentary evidence necessary for the processing of the claim.

4.3.9 It is the responsibility of staff members to promptly submit a revised application whenever there is any change that might affect the amount of the housing allowance. This includes change of dwelling, change in the rent amount or change in the grade level of the staff member.

**Rule 4.4 Education allowance**

4.4.1 Staff members in the Executive and Professional categories holding a fixed-term appointment of one year or longer who are not serving in their home country shall be eligible for an education allowance to reimburse them for payments they make to an educational institution for the education of each child until the end of the academic year when the child reaches age 21.

*Amount of the education allowance*

4.4.2 The allowance shall not exceed 75% of the education costs actually incurred by the staff member for each child, subject to limits defined as follows:

- a. The limits defined by the Human Resources office as adapted from International Civil Service Commission (ICSC) or based on the education costs of the most attended school in the duty station country of the staff member if the location not available in the ICSC list.
- b. If staff members choose to enroll their children in an educational institution outside the duty station country, the limits applicable to the duty station country will apply.

“Education costs” mean the total, 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 or equivalent available public transportation. 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.

- 4.4.3 The amount of the allowance shall be prorated when the period of school attendance or the staff member’s period of employment with the GGGI covers less than two thirds of the academic year.
- 4.4.4 When prorating of the education allowance is required, it shall normally be effected in the proportion which the period of attendance or service bears to the normal duration of the academic year. For that purpose:
  - a. Periods of more than 20 days shall be treated as a full month;
  - b. Periods of 11 to 20 days shall be treated as half a month; and
  - c. Periods of 10 days or less shall be ignored.

However, when a child attends an educational institution for part of the academic year, and the costs of attendance are charged for that period only, no further proration shall be made due to attendance for less than the normal duration of the academic year.

*Advance of education allowance*

- 4.4.5 Staff members who are eligible for an education allowance and are required to pay all or part of the education costs at the beginning of the academic year may apply for an advance of the education allowance by completing the form approved for that purpose and providing the required documentation.
- 4.4.6 An advance of the education allowance shall be considered as due from the staff member until the final claim is processed in accordance with Rules 4.4.9 to 4.4.11. If no claim has been submitted by the end of the third month

following the end of the academic year, the amount of the advance shall be recovered from the staff member.

- 4.4.7 Staff members may request an advance in excess of the estimated amount of the education allowance, in which case the additional amount shall be considered as a salary advance and recovered in accordance with Rule 4.10.4.
- 4.4.8 No advance shall be authorized for subsequent academic years until prior advances have been cleared and all advances have been repaid by the staff member.

*Submission of the final claim*

- 4.4.9 Within one month after the end of the academic year, staff members eligible for an education allowance shall submit a final claim on the form approved for that purpose, and shall submit documentation from the educational institution confirming the period of attendance of the child, the amount of the education costs paid by the staff member and any other documentary evidence required by the GGGI.
- 4.4.10 In the event the staff member is separated from service before the end of the academic year, he or she shall submit the final claim and supporting documentation required under Rule 4.4.9 before the date of separation from service.
- 4.4.11 In the event the child's attendance ceases before completion of the academic year, the staff member shall submit the final claim and supporting evidence required under Rule 4.4.9 within one month of cessation of the child's attendance.

*Education travel*

- 4.4.12 When a child attends an educational institution in a country other than the country of the staff member's duty station, a staff member entitled to an education allowance shall also be entitled to reimbursement of the costs of one round trip travel in economy class per child and per academic year between the duty station and the educational institution.
- 4.4.13 The cost to be reimbursed by the GGGI shall be paid as a lump sum; the amount shall be the lowest price for the most direct and economic route quoted by the travel agent designated by the GGGI for one round trip ticket in economy class between the duty station and the educational institution, subject to a maximum determined by the cost of travel between the duty station and the home country.
- 4.4.14 Instead of education travel by the child, the staff member may opt to request an equivalent payment towards the cost of travel by one to the parents between the duty station and the educational institution. The amount shall be

determined as indicated in Rule 4.4.13 and shall be subject to the same maximum limit.

- 4.4.15 Requests for payment of education travel and/or advance against the entitlement shall be submitted on the form approved for that purpose and in accordance with established procedures, together with the required documentary evidence.

#### **Rule 4.5 Home leave allowance**

- 4.5.1 After completing their first year of service with the GGGI, staff members in the Executive and Professional categories holding a fixed-term appointment of one year or longer who are not serving in their home country shall be eligible for home leave allowance. After completing each succeeding year of service with the GGGI, the staff member is entitled to home leave allowance, except that the staff member shall not be entitled for home leave allowance after completion of the last year of service with GGGI as he or she will return to the home country on relocation travel.
- 4.5.2 The home leave allowance shall be paid as a lump sum; the amount shall be the lowest price for the most direct and economical route quoted by the travel agent designated by the GGGI for one round trip travel in economy class between the duty station and the home country. The allowance is payable for the travel of the staff member and his or her spouse and children who are 21 years of age or younger.
- 4.5.3 Staff members eligible for the home leave allowance shall submit a request on the form approved for that purpose and in accordance with established procedures, together with the required documentary evidence.
- 4.5.4 Staff members are encouraged to combine home leave with mission travel if this arrangement will result in cost savings for GGGI. In this case, the lump sum amount of the home leave allowance shall be the cost of the portion of the travel corresponding to the staff member's home leave. The home leave allowance for the staff member's spouse and dependents will still be the lump sum from duty station to home country under Rule 4.5.2.

#### **Rule 4.6 Hardship allowance**

- 4.6.1 Staff members in the Executive and Professional categories who have been appointed to a duty station that is not in their home country and is classified as "B", "C", "D" or "E" by the International Civil Service Commission shall be eligible for a hardship allowance.
- 4.6.2 Where payable, the hardship allowance shall be calculated by applying to the monthly base salary paid to the staff member concerned the multiplier specified in Staff Regulation 4.2(b)(4).

**Rule 4.7 Dispatch allowance**

- 4.7.1 Staff members in the Executive and Professional categories who travel to a duty station at the expense of the GGGI on initial fixed-term appointment or subsequent assignment of one year or longer shall be eligible for a dispatch allowance to cover pre-departure and settling in expenses at the new duty station.
- 4.7.2 The amount of the dispatch allowance shall be equivalent to one month of the staff member's base salary.
- 4.7.3 In the event the staff member is separated from service due to resignation before completing one year of service at the new duty station, the amount of the dispatch allowance shall be subject to recovery in the proportion that the period of uncompleted service bears to a full year.

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

- 4.8.1 Staff members in the Executive and Professional categories who are assigned to 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 assignment.
- 4.8.2 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.

**Rule 4.9 Tax reimbursement**

- 4.9.1 Staff members in the Executive and Professional categories who are subject to national income taxation on their GGGI salaries and emoluments are eligible under the terms and conditions of Staff Regulation 4.3 to claim reimbursement for the taxes they have paid on the salaries and emoluments paid by the GGGI. Reimbursement shall be limited to the income tax payment in one country, which is normally the duty station country, and if no tax payment is imposed by the duty station country, the home country of the staff member designated under Rule 5.6.2. Reimbursement does not cover payment by staff members for professional tax services for preparation and filing of tax returns.
- 4.9.2 Pursuant to Staff Regulation 4.3(a), staff members have the obligation to minimize their tax liability to the maximum extent allowed under applicable law.
- 4.9.3 Staff members eligible for tax reimbursement shall comply with the following provisions:

- a. They shall pay directly to the relevant tax authorities the taxes imposed on their GGGI income, ensuring that they have minimized their tax liability to the maximum extent allowed under the tax laws concerned;
  - b. They shall claim reimbursement of the taxes that they have paid on their GGGI income in accordance with established procedures, including submission of a certification of the accuracy of the copy of their tax return supplied to the GGGI, and any other evidence required by or on behalf of the Director-General.
- 4.9.4 In countries where the GGGI has a duty to withhold and pay taxes on salaries and emoluments of its staff to the national tax authority, it shall do so and reimburse the eligible staff member for the taxes withheld and paid in accordance with established procedures.

**Rule 4.10 Payments, salary advances and deductions**

- 4.10.1 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, namely allowances for housing, hardship, dispatch and cost of living, where applicable.
- 4.10.2 Staff members who are not in pay status for 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 any allowances payable on a monthly basis, including the housing, hardship, and cost-of-living allowances.
- 4.10.3 Payments shall be made to staff member's bank account in United States dollars in accordance with the GGGI's Finance policies and procedures. .
- 4.10.4 Salary advances may be authorized by or on behalf of the Director-General in exceptional and compelling circumstances, upon a detailed justification in writing submitted by a staff member. Authorization may be made subject to special conditions. Salary advances shall be normally recovered through payroll in three (3) consecutive pay periods, starting with the pay period following the month in which the advance was made.
- 4.10.5 Deductions from salaries and other emoluments, including entitlements payable on separation from service, may be made in the following cases:
- a. For the staff member's contributions to a pension scheme and for health insurance;
  - b. For tax overpayments made by the GGGI on behalf of the staff member;
  - c. For indebtedness to the GGGI, including recovery of advances made to the staff member in accordance with the provisions of the Staff Rules;

- d. For statutory payments made by GGGI on behalf of the staff member;
- e. As authorized in other cases by the staff member and agreed to by the Director-General.

**Rule 4.11 Time limit on claims for retroactive payments**

- 4.11.1 Staff members shall submit a written claim in respect of any salary, allowance or benefit which the staff member considers should have been paid to him or her by the GGGI under the Staff Regulations and Rules within one year of the date on which the initial payment would have been due.
- 4.11.2 Claims relating to earlier periods are time-barred and shall not be accepted by the GGGI.

**Rule 4.12 Prevention of duplication of benefits**

- 4.12.1 Eligible staff member will receive benefits from GGGI to assist them in meeting specific expenses only when the GGGI is satisfied that the expenses have been or will shortly be incurred, or are not covered through alternative sources, for instance by the employer of a staff member's spouse.
- 4.12.2 In the event that a similar benefit is provided by a third party, the GGGI benefit will not be payable unless the benefit provided by the third party is less than the amount that would otherwise have been paid by the GGGI, in which case the staff member will receive the difference between the two benefits. In the event that the third party ceases to provide such similar benefit, the Human Resources office may provide the GGGI benefit if the staff member submits the necessary information in writing with satisfactory proof that he or she no longer receives a similar benefit from a third party.



Chapter 5: Appointment and promotion

**Rule 5.6 Determination of recognized home country**

- 5.6.1 The home country recognized for the purpose of the application of the Staff Regulations and Rules shall be the country of nationality of the staff member.
- 5.6.2 When a staff member has two or more nationalities, the GGGI shall recognize only one country of nationality as the home country of the staff member for the entire duration of employment. At the time of appointment, the staff member shall select and inform the Human Resources office which country of nationality will be the home country of record for GGGI purposes. The designated home country shall not be altered, unless authorized by Deputy Director General, M&A for compelling reasons.

Chapter 6: Attendance, annual and special leave

**Rule 6.1 Working hours**

- 6.1.1 The normal working hours shall be eight hours per day and 40 hours per week. At Headquarters, the normal work day shall be from 9am to 6pm, with one hour for lunch. The beginning and end of the normal work day may be adjusted at duty stations away from Headquarters in light of local practice.
- 6.1.2 The Director-General may require staff members to work beyond the normal working hours and the normal working week when needed to address the needs of service.
- 6.1.3 Directors and supervisors may approve individual adjustments to the normal working hours as flexitime arrangements, taking into account the needs of the department and of the staff member, and local regulations with due regard to the core working hours of 10 a.m. to 4 p.m.
- 6.1.4 Staff members in the General category who have been required to work beyond normal working hours shall be entitled to meal and transportation allowance subject to approval by the supervisor and applicable limits established by GGGL.

*Work from Home*

- 6.1.5 A supervisor may approve a temporary work arrangement that permits a staff member, for up to five (5) days in a month, to carry out official tasks at home or an offsite location within the duty station during a regular work schedule and regular hours of work. Approval of work from home arrangements which go beyond the monthly limit requires approval of the Division Head.

**Rule 6.2 Official holidays**

- 6.2.1 The number of official holidays at each duty station shall be ten days in each calendar year.
- 6.2.2 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 year.
- 6.2.3 In the event the necessities of service do not allow for the observance of an official holiday, the Director-General may designate an alternate day within seven days before or after the date of the normal official holiday. Staff members at the duty station concerned shall be informed accordingly.

- 6.2.4 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 arranged with the supervisor.

### **Rule 6.3 Annual leave**

- 6.3.1 Annual leave may be taken only when authorized by the supervisor. Approval of annual leave requests is subject to the exigencies of service, which may require that leave be taken by a staff member during a specified period.
- 6.3.2 Staff members on a fixed-term appointment shall be entitled to 25 days of paid annual leave per year. Staff members who begin service or separate from service in the course of a particular year shall be entitled to two days of annual leave per month of service until the end of the year, or until the date of separation, as appropriate.
- 6.3.3 When the service of a staff member begins after the end of a month or ends before the end of a month, the annual leave entitlement shall be credited as follows:
- a. Two days when service begins in the first half of the month, through and including the 15<sup>th</sup> day of the month;
  - b. One day when service begins on or after the 16<sup>th</sup> day of the month;
  - c. One day when service ends in the first half of the month, through and including the 15<sup>th</sup> day of the month;
  - d. Two days when service ends on or after the 16<sup>th</sup> day of the month.
- 6.3.4 No annual leave shall be credited in the following situations:
- a. During unauthorized absences;
  - b. During periods of special leave without pay or partial pay of more of 30 days;
  - c. During periods of administrative leave in the context of a disciplinary proceeding, unless initial charges against the staff member are subsequently dropped.
- 6.3.5 Annual leave may be taken in units of days and half days.
- 6.3.6 Staff members are encouraged to take leave to provide a period of rest each year. However, if due to unavoidable circumstances staff members are not able to utilize all the leave days then up to fifteen (15) days of unused annual

leave can be carried forward to the next year. Any unused annual leave in excess of fifteen (15) days as of 31 December of each year shall lapse.

- 6.3.7 Staff members who, on leaving the service of the GGGI, have unused annual leave days shall be paid in respect of each day of such unused leave, provided the number of days does not exceed the sum of (i) their annual leave entitlement for the year in which they separate, and (ii) unused annual leave from a prior year, up to a maximum of ten days, in accordance with Rules 6.3.6 and 10.8. Any unused leave other than annual leave cannot be encashed upon separation of service by the staff member.

#### *Management of annual leave*

- 6.3.9 The Human Resources office will maintain a system for recording and monitoring entitlement and utilization of annual leave for staff members.
- 6.3.10 Staff members shall submit to their supervisor their request for approval of annual leave at least three working days before the intended last day at the office prior to departure on leave, unless an unforeseen event occurs in which case the request may be submitted within a shorter period. Annual leave requests shall be submitted on the form and in accordance with established procedures.
- 6.3.11 In exceptional circumstances and after approval from the Director-General, a staff member may be permitted to take advance annual leave in excess of the leave they have accrued. Advance annual leave shall be offset against annual leave subsequently accrued by the staff member. In the event a staff member separates with a negative annual leave balance, restitution shall be made either through deduction from final payments or by direct payment by the staff member, in accordance with Rule 10.9.

#### **Rule 6.4 Home leave**

- 6.4.1 The home leave allowance provided under Rule 4.5 constitutes the sole contribution of the GGGI towards the cost of travel to the home country for eligible staff members and family members.
- 6.4.2 Absence from work for staff members going on home leave shall be charged to the annual leave entitlement and shall be subject to the requirements set out in Rule 6.3.

#### **Rule 6.5 Special leave**

- 6.5.1 All special leave is subject to approval by the Director-General. The period of special leave granted to the staff member shall not affect the expiration date of the fixed-term appointment specified in the letter of appointment.

- 6.5.1 Special leave shall be requested in accordance with established procedures. Special leave requires specific approval except for special leave under Rule 6.5.4.

*Special leave with pay*

- 6.5.2 Special leave for training or research which the GGGI has found to be in the interest of the organization shall normally be with full or partial pay, provided it has been determined that the staff member may be released from normal duties without detriment to the implementation of the GGGI's work program.
- 6.5.3 Special leave with pay for up to 5 days may be granted to a staff member in the event of the death of a spouse, child, or parent. The exact length of the special leave shall be determined in each case in consultation with the supervisor and such special leave should be taken immediately after the event.
- 6.5.4 Staff members who are appointed or assigned to a new duty station shall be granted special leave with pay for 3 working days when moving from a location outside the country of the new duty station. When moving to a location within the same country but beyond commuting distance from the prior duty station or the place of recruitment, the staff member shall be granted special leave with pay for one (1) day.

*Special leave without pay*

- 6.5.5 Special leave without pay of up to one year may be granted to a staff member to take care of a child under six years of age in cases other than maternity, paternity or adoption leave that are provided for under Rules 7.5 to 7.7, if the staff member has at least one year of continuous service with the GGGI.
- 6.5.6 Special leave without pay of up to five (5) days may be granted to a staff member in the event of marriage of the staff member or death of a grandparent. The exact length of the special leave shall be in consultation with the supervisor and such special leave should be taken immediately after the event.
- 6.5.7 Special leave without pay may be granted to a staff member to fulfill military or other national service obligations required under the laws of the home country of the staff member.
- 6.5.8 Special leave with full, partial or without pay for reasons other than those covered in Rules 6.5.2 to 6.5.7 may be granted at the request of a staff member for such period and subject to other conditions that may be placed on the approval of the special leave request.
- 6.5.9 Special leave, when approved, is in addition to other forms of leave, including annual leave under Rule 6.3 and sick leave, maternity, paternity and adoption leave under Rules 7.4 to 7.7.

- 6.5.10 The Director-General may, at his or her initiative, place a staff member on special leave with full pay if he or she considers such leave to be in the interest of the GGGI, including instances when it is determined that it is necessary to ensure the safety and security of staff.
- 6.5.11 On return to work upon completion of special leave, the staff member shall be returned to the position held before going on special leave, or be assigned to another position in the same category and level.
- 6.5.12 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 termination indemnity, whenever applicable under Rule 10.7.

#### **Rule 6.6 Compensatory leave**

- 6.6.1 In accordance with Staff Regulation 6.2, staff members holding an appointment of one year or longer who have been required to work for extended periods beyond the normal working hours and the normal working week are eligible to receive compensatory leave of up to two days per calendar year.

#### **Rule 6.7 Sick leave**

- 6.7.1 Staff members who are unable to perform their duties because of illness or injury, or whose attendance is prevented by public health requirements, shall be granted sick leave in accordance with the provisions of the present Rule.
- 6.7.2 Sick leave must be approved in accordance with established procedures.
- 6.7.3 Staff members holding a fixed-term appointment shall be granted sick leave on full pay for up to 90 days over a 2-year period, subject to verification under Rule 6.7.5.
- 6.7.4 Sick leave may be taken in units of full days or half-days.
- 6.7.5 Any absence of more than five (5) consecutive working days which is to be charged as sick leave must be supported by a certificate from a recognized medical practitioner stating that the staff member is unable to perform his or her duties and indicating the probable duration of the illness. GGGI reserves the right to designate a medical practitioner to examine the staff member and provide a second opinion in case of repeated or lengthy absence on sick leave.
- 6.7.6 Not more than (10) ten working days per year may be taken as uncertified sick leave without a medical certificate. A staff member using uncertified sick

leave must immediately inform the relevant supervisor and the Human Resources office that he or she will be unable to come to work.

- 6.7.7 Unused sick leave shall not be commuted to cash on separation from service.

#### **Rule 6.8 Maternity leave**

- 6.8.1 Staff members shall be entitled to maternity leave of up to four (4) months on full pay, and additional two (2) months on half pay. Benefits such as health coverage and pension shall be provided at their normal level throughout the leave period.
- 6.8.2 Maternity leave may commence at any time up to a maximum of forty-five (45) days before the date of delivery at the staff member's option or if required by her attending physician.
- 6.8.3 Maternity leave on full pay shall cover a total period of up to four (4) months from the time it is granted.
- 6.8.4 Annual leave shall accrue during the period of maternity leave.

#### **Rule 6.9 Paternity leave**

- 6.9.1 Staff members shall be entitled to paternity leave of up to four (4) weeks on full pay and additional four (4) weeks on half pay. Paternity leave can be taken incrementally anytime within one year from the date of birth of the child.
- 6.9.2 The staff member shall request paternity leave and present evidence of the birth of the child by his/her spouse or recognized partner under Rule 4.1.8.
- 6.9.3 Paternity leave shall be granted without delay upon presentation of the request and satisfactory evidence of the birth of the child.
- 6.9.4 Annual leave shall accrue during the period of paternity leave.

#### **Rule 6.10 Adoption leave**

- 6.10.1 Staff members shall be entitled to adoption leave of up to 4 weeks on full pay and up to 4 weeks on half pay.
- 6.10.2 The staff member shall request adoption leave and present evidence of the adoption of the child within 30 days of the adoption.
- 6.10.3 Adoption leave shall be granted without delay upon presentation of the request and satisfactory evidence of the adoption of the child.
- 6.10.4 Annual leave shall accrue during the period of adoption leave.

## TRAVEL AND REMOVAL EXPENSES

### Rule 8.1 Travel of staff

8.1.1 The GGGI shall arrange and pay for the travel expenses of a staff member in the following circumstances:

- a. On initial appointment of a staff member who is recruited to a position in the Executive or Professional categories from outside the country of the duty station, or from within the country of the duty station but beyond commuting distance;
- b. On transfer to a new duty station or on assignment of one year or longer to another duty station;
- c. On official business (“mission travel”);
- d. On separation from service and return travel to the place of recruitment or other location outside the country of the duty station, or to a location within the country of the duty station but beyond commuting distance, except in cases of abandonment of post or as otherwise provided in these Rules.

8.1.2 All travel requests and requests for related payments shall comply with the requirements and established procedures.

### Rule 8.2 Travel of eligible family members

8.2.1 Eligible family members, for the purpose of official travel, comprise the spouse and dependent children defined under Rules 4.1.8 and 4.1.9 of staff members in the Executive or Professional categories, provided the staff member:

- a. Serves on a fixed-term appointment of one year or longer; and
- b. Has been authorized to travel under Rule 8.1.1 (a), (b) and (d).

8.2.2 Eligible family members whose travel has been approved by the GGGI shall travel in the same class as the staff member concerned.

8.2.3 In addition, the GGGI shall pay the expenses for education grant travel authorized under Rules 4.4.12 and 4.4.14.

### Rule 8.3 Time limits for submission of claims

8.3.1 Staff members shall submit claims for reimbursement of their expenses as soon as possible after their return to the duty station. Detailed explanations may be required for expenses incurred more than 60 days from the time they



were incurred, and reimbursement may be denied if the explanations provided are not satisfactory.

8.3.2 On separation from service:

- a. Any outstanding claim for reimbursement of travel expenses incurred on mission travel shall be submitted no later than four weeks before the separation date;
- b. Staff members who resign within six months from receiving the home leave allowance provided under Rule 4.5 shall not be entitled to payment of return travel for themselves and eligible family members unless, in the opinion of the Director-General, there are compelling reasons for authorizing such payment;
- c. Entitlement to return travel under Rules 8.1 and 8.2 shall cease if travel has not commenced within six months from the date of separation.

8.3.3 Any other claim relating to travel shall be subject to the one-year time limit imposed under Rule 4.11.

8.3.4 Claims submitted beyond the time limits set in the present Rule shall be time-barred.

**Rule 8.4 Authorization to travel**

8.4.1 Travel shall require written authorization before it is undertaken. In exceptional circumstances, staff members may be authorized to begin travel on verbal instructions but such instructions must be confirmed in writing at the earliest possible date.

8.4.2 Staff members are personally responsible for ascertaining that they have obtained the proper authorization before commencing travel.

8.4.3 Travel on initial appointment, change of duty station or separation from service shall require authorization from the Human Resources office.

8.4.4 Mission travel shall require the staff member concerned to obtain prior approval from the appropriate approving authority. The staff member shall complete the request form approved for that purpose, including an explanation of the purpose of the travel, and the proposed destination, duration and itinerary of the travel.

**Rule 8.5 Mission travel report**

8.5.1 A staff member returning from mission travel shall submit to the supervisor a mission travel report within seven calendar days of completion of the journey.

- 8.5.2 The staff member shall ensure that the following items are attached to the mission report for subsequent administrative processing of travel claim:
- a. Boarding passes showing that the authorized travel has been made;
  - b. Accommodation receipts or equivalent supporting evidence showing that the staff member stayed at specific hotels or locations during the mission travel and the amount charged for such accommodation;
  - c. Receipts or equivalent supporting evidence documenting the nature and amount of miscellaneous expenses incurred by the staff member, in accordance with Rule 8.11.

### **Rule 8.6 Travel expenses payable by the GGGI**

- 8.6.1 Travel expenses provided under these Rules shall include the following:
- a. Transportation expenses (i.e. fare for travel by air or by train, or cost of transportation by car);
  - b. Accommodation expenses;
  - c. Meals & Incidentals expenses;
  - d. Airport transfer expenses;
  - e. Miscellaneous travel expenses.
- 8.6.2 Staff members are responsible for ascertaining as early as possible that the passports, visas or residency documents for themselves and for any family member eligible to travel under these Rules are valid and will remain so beyond the expected date of return to the duty station or arrival at destination. They are also responsible for ascertaining as early as possible whether any visa is required to enter the country of destination or to transit through intermediate stops, in which case the GGGI shall assist in obtaining the necessary documents.

### **Rule 8.7 Transportation expenses**

- 8.7.1 Transportation paid for, or reimbursed by, the GGGI shall be by the most direct and economical route and mode of travel, taking into account cost-effectiveness, safety, and time constraints. GGGI's travel agency shall communicate possible routings to the staff member and identify those that are policy compliant. After selection by the staff member, the proposed routing shall be submitted for approval to the official responsible for the relevant budget. Approval of any routing that is not policy compliant shall require an exception by the Deputy Director-General for Management and Administration.

8.7.2 Whenever possible, the GGGI shall purchase in advance of actual travel the tickets required for transportation by air or by train. When this is not possible due to the urgency of the travel, staff members may purchase their own tickets, in which case they shall claim reimbursement in accordance with established procedures.

*Air travel*

8.7.3 The applicable standard for air travel of staff members on mission travel and on transfer or assignment to a new duty station shall be determined as follows:

<b>Category</b>	<b>Class of travel</b>
Executive	Business class
Professional and General	Business class: <ul style="list-style-type: none"> <li>• for travel over 7 hours counting from the departure to arrival time; and</li> </ul> Economy class in other cases.

The standard for travel on appointment and separation shall be economy class, except for staff in the Executive category, for whom the standard shall be business class.

*Travel by train*

8.7.4 The applicable standard for travel by train shall be as follows:

<b>Category</b>	<b>Class of travel</b>
Executive	First, or “special” class
Professional and General	Second, or “standard” class

*Travel by car*

8.7.5 When staff members use their own cars for short-distance trips, they shall be reimbursed based on the distance covered, in accordance with the United Nations country-specific reimbursement rates per mile or kilometer.

8.7.6 Staff members electing to use their own cars shall be responsible for making appropriate insurance arrangements for the driver and any passengers. The GGGI shall not be responsible for any damage caused by or to their vehicle.

*Variations from approved route, mode or standard of travel*

- 8.7.7 Staff members who wish to make travel arrangements that vary from the approved route, mode or standard of travel shall obtain permission to do so in advance and shall assume responsibility for any extra charges resulting from the variation.

*Mileage Accrual*

- 8.7.8 GGGI has requested travel agency to track mileage accrual for each official travel. At such time the total accumulated mileage becomes usable, GGGI through the travel agency may invite the Traveler to volunteer using these miles certain travel, particularly travel that can be arranged and fixed well in advance, e.g. staff development-related travel or travel to meetings and conferences that are scheduled well in advance, such as annual board meeting, conference, etc. Staff member may also be invited to use these miles for upgrades to business class on itineraries that entitle them to business class, if, as a result, the actual cost to GGGI is being reduced considerably. When Staff member are volunteering to use accrued mileage for official travel, GGGI will cover the associated cost, e.g. all taxes and transaction costs if any.

**Rule 8.8 Accommodation expenses**

- 8.8.1 Accommodation expenses to be paid or reimbursed by the GGGI shall be calculated on the basis of the number of nights of lodging during the mission, excluding nights spent on an airplane or train and nights for which accommodation is provided by a Government or any organization or entity other than the GGGI, up to the published ceiling rate specified in the Maximum Reimbursable Amount for Travel (MRAT) report.
- 8.8.2 Whenever possible and practicable, the GGGI shall make arrangements with appropriate hotels to provide accommodation to staff members on arrival at destination, and pay for the related costs either directly or through the use of a corporate credit card that may have been entrusted to the staff member concerned. When a corporate credit card is used, the staff member shall obtain and retain hotel receipts and submit them promptly to the Finance office.
- 8.8.3 When the staff member personally pays for accommodation costs, he or she shall claim reimbursement on the basis of hotel receipts up to the published ceiling rate specified in the Maximum Reimbursable Amount for Travel (MRAT) report, and in accordance with established procedures.

**Rule 8.9 Meals & incidental expenses**

- 8.9.1 Staff members on mission travel shall be paid cover the cost of meals & incidental expenses up to the published ceiling rate specified in the Maximum Reimbursable Amount for Travel (MRAT) report.
- 8.9.2 Meals & incidental expenses shall be payable from the day of arrival at the mission destination, up to and including the day before the staff member begins return travel to the duty station. However, when the return travel is to begin at 4pm or later, meals & incidental expenses shall be paid for that day.
- 8.9.4 Whenever possible, the amount of meals & incidental expenses calculated on the basis of applicable rates as specified in the Maximum Reimbursable Amount for Travel (MRAT) report and scheduled duration of the approved mission travel shall be paid to the staff member prior to departure on mission travel.
- 8.9.5 Any extension or reduction of the mission travel duration shall be explained by the staff member in the mission travel report required by Rule 8.5. In such cases, the amount of meals & incidental expenses shall be recalculated and result either in an additional meals & incidental payment for any additional days, or in a recovery of meals & incidental amounts paid in respect of days in excess of the actual duration of the mission travel.
- 8.9.6 Any claim for meals & incidental expenses not previously paid to the staff member shall be made in accordance with established procedures.

**Rule 8.10 Airport transfer expenses**

- 8.10.1 An airport transfer expenses of up to USD70.00 each way shall be paid to staff members on departure and on arrival on any type of official travel listed in Rule 8.1.1.
- 8.10.2 The airport transfer expenses shall be deemed to cover all expenditures for transportation and incidental charges for transportation to and from the airport and the hotel or other accommodation.
- 8.10.3 Claims for payment of airport transfer expenses shall be submitted on the basis of receipts for such expenses, and in accordance with established procedures. In the event it is not possible to obtain receipts from a taxi or other form or transportation to and from the airport, the staff member shall submit a signed written explanation to that effect.

**Rule 8.11 Miscellaneous reimbursable travel expenses**

- 8.11.1 When incurring additional expenses in the course of authorized mission travel, staff members shall exercise the same care as a prudent person would exercise if travelling on personal business.

8.11.2 Additional expenses that are incurred by staff members on mission travel and are reimbursable by the GGGI may include charges for:

- a. Postal, internet and long-distance telephone charges incurred for official purposes;
- b. Visas required for the country of destination;
- c. Excess luggage for the transportation of documents or equipment required for official purposes;
- d. Photocopy or reproduction of official documents;
- e. Significant foreign currency commissions;
- f. Excess luggage for personal items in case of travel for extended periods of time;
- g. Exceptional and unforeseen expenses directly related to the mission.

8.11.3 Claims for reimbursement of miscellaneous travel expenses incurred by the staff member, together with related receipts, shall be submitted to the Finance office in accordance with established procedures. Upon confirmation that such expenses were necessary for the performance of the mission, the confirmed amount shall be reimbursed to the staff member.

#### **Rule 8.12 Relocation allowance**

8.12.1 The relocation allowance is a lump-sum payment made to staff members in the Executive and Professional categories who are authorized to travel under Rule 8.1 on appointment, transfer or assignment for one year or longer to another duty station, and on separation from service, provided they have served at least one year at the duty station to which they had been appointed or assigned.

8.12.2 The allowance shall be the GGGI's sole contribution to the cost of unaccompanied shipments of personal effects and household goods to and from the duty station.

8.12.3 Staff members serving on a fixed-term appointment who are authorized to travel to a duty station from a location outside the country of that duty station shall be paid a relocation allowance as follows:

- a. USD10,000 if they have no spouse or dependent children;
- b. USD15,000 if they have a spouse or dependent children defined under Rules 4.1.8 and 4.1.9.

On separation from service, the same amount shall be paid to staff members authorized to travel from the last duty station to a location outside the country of that duty station, provided the staff member has completed at least one year of service in the duty station.

8.12.4 Staff members serving on fixed-term appointments who are authorized to travel to a duty station from a location within the country of that duty station but beyond commuting distance from that duty station shall be paid:

- a. USD3,000 if they have no spouse or dependent children;
- b. USD6,000 if they have a spouse or dependent children defined under Rule 4.1.8.

On separation from service, the same amount shall be paid to staff members authorized to travel from the last duty station to a location within the country of that duty station but beyond commuting distance from that duty station, provided the separation does not result from a resignation after less than one year of service at the duty station to which he or she had been appointed or assigned for one year or longer.

8.12.5 A staff member with spouse or dependent children defined under Rule 4.1.8 but initially travelling alone to the duty station will receive USD10,000 relocation allowance. The staff member will receive the balance of USD5,000 when the spouse or dependent children subsequently joins the staff member in the duty station provided that the transfer of the dependents take place within one (1) year from appointment date. Staff members serving on a short-term appointment of at least six months who are authorized to travel to or from the duty station are entitled on arrival to the duty station and departure from the duty station on separation from service to a relocation allowance of USD1,200.

8.12.6 Staff members entitled to payment of a relocation allowance in respect of travel to a new duty station shall also be granted special leave with pay in accordance with Rule 6.5.4.

### **Rule 8.13 Transportation of decedents**

8.13.1 On the death of a staff member or a family member whom the GGGI has the obligation to repatriate under Rules 8.1 or 8.2, the GGGI shall pay the expenses of preparing and transporting the remains in accordance with established procedures.

Chapter 9: Staff relations

Rule 9.1 Staff Association

- 9.1.1 Staff members of the GGGI may establish a Staff Association representing all the 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 Regulation 9.1.
- 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.
- 9.1.3 The Staff Association shall be entitled to initiate and present proposals for the purposes set forth in Regulation 9.1.



## Chapter 12

### Appeals and administration of justice

#### **Rule 12.1 Right to appeal**

12.1.1 Staff members have the right to appeal against administrative decisions affecting them directly. The appeal must be based on an alleged non-observance of their terms of appointment, including pertinent Staff Regulations and Rules.

12.1.2 An appeal against an administrative decision shall not have the effect of suspending action on the contested decision.

#### **Rule 12.2 Mediation**

12.2.1 Staff members and managers are strongly encouraged to address and resolve work conflicts, concerns or issues between and among themselves. Staff members may discuss with the manager concerned a conflict, concern or issue affecting them with a view of reaching a mutually acceptable solution. Staff members who are unable to resolve such conflict, concern or issue, or do not feel comfortable approaching the manager concerned may refer the matter to mediation. Misconduct cases are not appropriate for mediation.

12.2.2 The Director-General will engage an external Mediator and designate staff members who will be trained as Mediators. Staff members designated as Mediators are well respected by peers across GGGI by virtue of their professional ethics and standards, and knowledge of the mandate and principles of GGGI. The Mediators are available to facilitate effective communication between staff members and managers, and assist them in reaching a mutually acceptable solution.

12.2.3 At any time a manager is considering an employment-related matter for decision, a staff member who would be directly affected by such decision may refer the matter to a Mediator of his or her choice. The Mediator will have 5 working days to reach a mutual resolution through mediation. If no resolution is reached, the manager will proceed with making the decision.

12.2.4 Upon receipt of an administrative decision, a staff member may send a written request to a Mediator of his/her choice before initiating the internal appeals process. Upon receipt by the Mediator of a written request for mediation, the running of the time limit for internal appeals under Rule 12.3.1 shall be suspended.

12.2.5 Upon notice by the Mediator that mediation is not successful, the staff member shall have the remainder of the time limit for filing an appeal under Rule 12.3.1. The Mediator shall have 15 calendar days to facilitate the mediation process. Upon expiry of the time limit for mediation or sooner when it is apparent that no resolution is possible, the Mediator shall inform both parties that mediation is not successful.

- 12.2.6 The Mediators shall maintain confidentiality with respect to all matters, documents and identities of the persons coming before them, except insofar as disclosures may be necessary to enable the Mediators to carry out the mediation. The Mediators shall not be compelled to testify or produce evidence in the internal appeals process or the independent arbitral mechanism.

### **Rule 12.3 Internal appeal process**

- 12.3.1 Staff members may appeal an administrative decision other than misconduct to the Director-General. Staff members shall submit an appeal in writing within 30 calendar days of being informed of the administrative decision. However, staff members have only 15 calendar days to submit the appeal in writing against a decision taken under Rule 10.5 not to confirm a staff member's appointment based on a negative assessment of a staff member's performance and/or conduct during a probationary period.
- 12.3.2 Director General, within 15 days of receipt of the submission of the appeal, shall either provide a written response to the appeal or inform the staff member that a peer review panel provided under Staff Regulation 12.2 would be convened.
- 12.3.2 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 of the GGGI and subsequently appointed by the Director-General; (iii) a chairperson appointed by the Director-General after consultation with the staff designated member of the Board. Members of the peer review panel shall be at least at the grade level of the appellant.
- 12.3.3 The peer review panel shall consider the appeal expeditiously and advise the Director-General of its findings and recommendations. In making its recommendation, the peer review panel shall consider only whether the applicable procedures were followed and 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.
- 12.3.4 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 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 12.3 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**

- 12.4.1 Decisions to impose disciplinary measures may be appealed directly to the independent judicial or arbitral mechanism provided under Staff Regulation

12.3. The time limit for submitting such appeals shall be 30 calendar days after notification of the disciplinary measure.

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

12.5.1 In accordance with Staff Regulation 12.3, the Director-General shall make arrangements 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.

## **Provision of independent arbitration mechanism through participation in the arbitration system of IRENA**

### **A. Background**

1. Under Staff Regulation 12.3, the Director-General is required to make arrangements for staff members who are dissatisfied with the outcome of the internal appeal process to have access to an independent arbitral mechanism. One option would be to attempt to create a new arbitration mechanism for GGGI but this likely would be a long, expensive and complex process. Another option would be to outsource the system to an arbitration institution, but such institutions typically deal with the resolution of complex commercial disputes rather than the application of principles governing the international civil service. Accordingly, the Secretariat made an informal approach to IRENA, asking whether its Director-General would be prepared to consider a request by GGGI to participate in the IRENA arbitration system that it had recently established.
2. The informal response from IRENA was positive, on the understanding that GGGI's participation in the arbitration system would not result in an additional workload for IRENA and that GGGI would pay for the costs related to arbitration of its own cases, plus a 7% administrative overhead on the total cost of each arbitration.
3. IRENA, which, like the GGGI, was recently established as a non-UN Common System organization with a relatively small number of staff members, has adopted a self-contained arbitration system for the final resolution of staff disputes.
4. It is of interest to note that IRENA Members first considered the possibility of outsourcing the arbitration system to an existing institution, reviewing a sample of highly respected institutions established at the international, local, national or regional level.<sup>1</sup> In the end, taking into account the high costs involved and the fact that arbitration institutions are geared to resolving complex, multi-million dollar disputes on the basis of principles accepted in international relations or international trade rather than employment disputes between an international organization and its staff, IRENA Members decided that the Agency would have its own arbitration system.
5. The IRENA system, adopted by its Assembly in January 2013, enables the resolution of employment disputes at a cost estimated to be significantly lower than if the system had been outsourced to an arbitration institution. The system also has a pool of arbitrators who are proposed by the Director-General after

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<sup>1</sup> These institutions include the Permanent Court of Arbitration, the International Centre for Dispute Resolution (a Division of the American Arbitration Association), the International Court of Arbitration (independent arbitration body of the International Chamber of Commerce), the London Court of International Arbitration, the Arbitration Institute of the Stockholm Chamber of Commerce, the Dubai International Arbitration Centre, the Singapore International Arbitration Centre, and the Swiss Chambers of Commerce Association for Arbitration and Mediation.

consultation with the staff and presented to the IRENA Council for approval.<sup>2</sup> In addition, the Assembly approved simplified arbitration rules suitable for the resolution of employment disputes.

**B. Proposed Actions**

6. In order to institute a final system for the resolution of disputes as early as possible, the Director-General will make a formal request seeking participation in the IRENA arbitration system under the conditions outlined in the initial response from IRENA and, if the request is positively received, a Memorandum of Understanding between GGGI and IRENA will be concluded to define the terms under which such participation would take place.
7. Should an agreement be finalized with IRENA on the terms indicated above, the Director-General would ascertain with arbitrators whether they would be available for selection to arbitrate disputes for GGGI, propose additional arbitrators if necessary, and draft for GGGI purposes only any adjustments to the IRENA Rules of Arbitration that may be necessary to ensure that the IRENA system could be activated by a GGGI staff member appealing an administrative decision.

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<sup>2</sup> The criteria for selection as arbitrators are defined by Rule 7.2 of the Arbitration Rules adopted by the IRENA Assembly: “In order to be considered for inclusion in the Arbitration Panel, candidates shall have experience in handling and resolving employment cases, preferably in the context of an international organization, either as a member of a judicial or arbitral body or as a senior manager in an international organization; be familiar with issues and functions relevant to an international organization; be of good character; and have a reputation as a knowledgeable, fair and impartial individual. Due account shall be taken of the need to ensure geographical and gender balance among Panel members.”