

# International Federation of Red Cross and Red Crescent Societies

## STAFF REGULATIONS

Please note that Staff Regulations, issued by the Secretary General, aim at implementing the Staff Rules, that are adopted by the General Assembly. Staff Rules are reprinted herein only for informational purposes and may not reflect the latest version of the Staff Rules nor does it signify in any way that the Staff Rules are a part of the Staff Regulations.

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## DEFINITIONS

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“Alleged misconduct” refers to allegations of a possible breach of the Federation’s Internal Rules.

“Assignment” refers to a Post where an Employee will carry out defined functions for a certain length of time (defined in advance or not). A Contract may stipulate that the Employee will have only one or more than one Assignment under that Contract.

“Code of Conduct” refers to the Code defining the duties and obligations of all Federation Staff, including Employees, and all individuals working under the Federation name and legal status.

“Days” refers to calendar days, unless otherwise specified.

“Dependent Child” refers to a child below 18 years of age to whom the Employee provides main and continuous support.

“Duty Officer” refers to functions carried out outside working hours, by which an Employee facilitates the quick dispatch of urgent information to relevant persons.

“Duty Station” refers to the Office to which the Employee is assigned.

“Employee”, as a sub-category of Federation Staff, refers to any person having concluded an Employment Contract with the Federation, whose Contract is not governed by any national labour law and which, by decision of the Federation, fall under the jurisdiction of the ILOAT. Volunteers, interns, consultants, Staff-on-Loan and National Staff are therefore explicitly excluded from this definition.

“Employment Contract” (or “Contract”) refers to the written document signed between the Employee (or National Staff) and Human Resources on behalf of the Federation, defining the exact nature of their business relationship, including what compensation the Employee (or National Staff) will receive in exchange for specific work to be performed.

“End-of-Contract Payment” refers to the payment made in accordance with Regulation 11.2.6.

“Extension” of a Contract refers to the continuation of a fixed-term Contract for an additional period of time, which may differ from the current period.

“Family Duty Station” refers to a Post located in a Duty Station where, as decided by the Head of Human Resources, the living conditions allow the Partner and/or the Dependent Child(ren) of the Employee to live with him/her in that Duty Station. Family Duty Station may be defined as allowing the Partner to join, but not the Dependent Child(ren).

“Federation” refers to the International Federation of Red Cross and Red Crescent Societies.

“Federation’s Internal Rules” refers to Staff Rules, these Staff Regulations, including the Code of Conduct and any other regulations, rules and policies adopted by the Secretary General and considered to be binding.

“Federation Staff” refers to any person in the service of the Federation, including Federation Contracted staff (Employees and National Staff) and Staff-on-Loan, to the exclusion of volunteers, interns and consultants.

“Frontalier area around Geneva” refers to the departments of Haute-Savoie and Ain in France.

“Global Mobility Programme” refers to the Federation programme, aimed at implementing the “rotation” mentioned in the Staff Rules, which is part of personnel development and institutional enhancement.

“Head of Office” refers to the Federation representative in a country as designated by the Secretary General. For the purpose of this definition, the Secretary General is considered the Head of Office in Geneva.

“Human Resources” refers to the Human Resources Department, in Geneva or in other Offices, headed by the Head of Human Resources.

“ILOAT” refers to the International Labour Organization Administrative Tribunal.

“Intake Group” refers to the informal Management/Staff Association group established in accordance with Regulation 12.2.4.

“Letter of Appointment” refers to the part of the Contract defining elements linked to a specific Assignment, as per Regulation 5.7.3.

“Medical Clearance” refers to the examination by a medical doctor appointed by the Federation and bound by confidentiality, stating that a person is medically fit for a given Post and Duty Station and does not present a danger to himself/herself and others.

“Mission” refers to any official travel away from the Duty Station which is not entailing a change of Assignment and Duty Station.

“National Societies” refers to Members of the Federation.

“National Staff” refers to an individual having concluded an Employment Contract with the Federation, which Contract is subject to national labour legislation, to regulations established by the Federation at national level and to the national court system of the country of his/her Duty Station (as may be modified by any Agreement between the Federation and the State concerned) and which does not fall under the ILOAT’s jurisdiction.

“Non-Family Duty Station” refers to a Post located in a Duty Station where, in the opinion of Human Resources, the living conditions do not allow either the Partner or the Dependent Child(ren) of the Employee to live with him/her in that Duty Station.

“Office” refers to any Office of the Federation in a given country.

“Partner” refers to an Employee’s spouse, or any other form of *de facto* or common law Partner as established upon satisfactory documentation provided to Human Resources.

“Period of service” refers to the total period of time during which a person has worked for the Federation under a Federation Employment Contract, not taking into account any period of employment which was followed by an interruption of the Employment Contract by more than six months, and not taking into account any period of unpaid leave.

“Post” refers to a position to which an Employee may be assigned, normally following a recruitment process.

“Recognized Home Country” refers to the country of which the Employee is a national and where he/she was officially residing at the time of engagement. If, at the time of engagement, the Employee does not have the nationality of his/her country of residence, the Recognized Home Country shall be a country of which he/she has the nationality, his/her country of residence at the time of engagement, or another country with which the Employee has proven particular ties. The determination of the Recognized Home Country will be made by Human Resources in consultation with the Employee and on the basis of reasonable justification.

“Renewal” of a Contract refers to the continuation of a fixed-term Contract for the same period of time as for the current Contract.

“Secretary General” refers to the Secretary General of the Federation.

“Senior Manager” refers to the Secretary General, the Deputy Secretary General, Under Secretaries General, Directors and those designated by the Secretary General. Whenever, in a process defined by these Staff Regulations, responsibilities are given to a line manager or hiring manager who is at the same time a Senior Manager, the reference to that Senior Manager should be understood as referring to the latter’s line manager.

“Staff Association” refers to the association established in conformity with Rule X.

“Staff-on-Loan” refers to individuals employed by National Societies or other independent institutions who are seconded to the Federation, but have not concluded an Employment Contract with the Federation.

“Staff Regulations” (or “Regulations”) refers to this document, issued by the Secretary General in accordance with the Staff Rules.

“Staff Rules” (or “Rules”) refers to the document, adopted by the Federation General Assembly, which sets out the basic obligations, duties and rights, as well as the conditions of service of Federation Staff, and lays down the broad principles which the Secretary General shall apply to the recruitment of personnel and to the administration of Staff.

“Temporary Short-Term Assignment” refers to an Assignment given outside a formal recruitment process open to competition, at the discretion of the Federation, to an Employee who is no longer assigned to a given Post, or to an Employee who will temporarily not occupy his/her post during the period he/she will be under such a Temporary Short-Term Assignment. A Temporary Short-Term Assignment can last a maximum of six months, unless the Head of Human Resources agrees to an exceptional extension, in order to allow work already commenced to finish.

## CHAPTER I – SCOPE AND PURPOSE

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### Rule I - Scope and Purpose

1.1. These Staff Rules (hereinafter referred to as "these Rules") set out the basic obligations, duties and rights, as well as the conditions of service of the staff of the International Federation of Red Cross and Red Crescent Societies (hereinafter termed "Staff").

1.2. These Rules also lay down the broad principles which the Secretary General shall apply to the recruitment of personnel and to the administration of Staff.

1.3. In regards to Staff subject to applicable national law, as may be amended by an applicable Status Agreement, (hereinafter "National Staff") these Rules shall be interpreted to apply as far as compatible with such laws.

1.4. In accordance with these principles, the Secretary General shall establish, in consultation with the relevant Staff Association set up in accordance with Rule X, para 1 of these Rules, and shall put into force appropriate staff regulations (hereinafter "Regulations").

1.5. These Rules do not apply to individuals seconded to the International Federation by National Societies or any other organisation, or to any other individuals not having concluded a contract of employment with the International Federation, including consultants, interns, and volunteers.

1.6. Guided by the same principles and after similar consultation, the Secretary General may also establish appropriate regulations for consultants, interns and volunteers.

#### 1.1.0 Purpose

1.1.1 These Staff Regulations are established in order to ensure the application of the Staff Rules adopted by the Board of Governors, put into force on 12 October 1977 and revised by the General Assembly in 1981, 1986, 1991, 1995, 1997, 1999 and 2009.

1.1.2 These Staff Regulations embody the fundamental conditions of service and the basic obligations, duties and rights of the Employees covered by these Regulations.

1.1.3 They should be applied in the spirit of, and in line with, the Fundamental Principles of the International Red Cross and Red Crescent Movement. In this context, all Employees should commit to working together with mutual respect, compassion, integrity and respect for diversity.

#### 1.2.0 Scope of application

1.2.1 These Staff Regulations:

- a) apply to all individuals engaged by the Federation under an Employment Contract not governed by any national labour law and which, by decision of the Federation, falls under the jurisdiction of the ILOAT. For the purpose of these Regulations, these individuals who are covered by these Regulations shall be referred to as "Employees";
- b) do not apply to National Staff, volunteers, interns, and consultants;
- c) do not apply to Staff-on-Loan except as specifically set out in the relevant Contracting documents agreed upon by the Federation.

1.3.0 Applicable law

1.3.1 The labour relations between the Federation and its Employees are governed by individual Employment Contracts and their attachments, the Staff Rules, these Staff Regulations and the general principles of international civil service law as interpreted by the ILOAT, excluding any provision of national labour legislation.

1.3.2 These Staff Regulations are an integral part of the Employment Contract of Employees and may be amended by the Secretary General after consultation with the Staff Association, without prejudice to the acquired rights of Employees.

1.4.0 Annexes to the Staff Regulations

1.4.1 These Staff Regulations are complemented by Annexes, which may be modified from time to time after consultation of the Staff Association.

## CHAPTER II – DUTIES, OBLIGATIONS AND PRIVILEGES

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### Rule II - Duties, Obligations and Privileges

2.1. All Staff shall be considered as international or national officials representing an international non-political, non-governmental, membership organisation. They work to serve the interests of its membership as per the general object and functions of the International Federation and in accordance with the Fundamental Principles of the International Red Cross and Red Crescent Movement.

2.2. In accepting appointment, Staff shall undertake to discharge their duties and to regulate their conduct solely with the object, goals and interests of the International Federation in view.

2.3. In the performance of their duties, Staff must neither seek nor accept instructions from any authority other than the Secretary General.

2.4. All Staff shall be placed under the authority of the Secretary General who may assign to them any task or post within the International Federation. They are responsible to him/her in the performance of their duties. The Secretary General shall decide upon the duration of the normal working week.

2.5. Staff shall conduct themselves at all times in a manner compatible with their position as employees of the International Federation. They shall avoid any action and in particular any kind of public pronouncement which may adversely reflect on their status as representatives of the International Federation.

2.6. Staff shall exercise the utmost discretion on all official matters. Except with the authorisation of the Secretary General, they shall not communicate to any person information not yet made public which may be known to them by reason of their official position.

2.7. Staff may not exercise any public function, whether remunerated or not, outside the organisation on a permanent or temporary basis, without the previous agreement of the Secretary General.

2.1.0 Duties and obligations

2.1.1 The duties and obligations of Employees are defined by the Federation's Internal Rules, including the Code of Conduct (Annex 1). Alleged breaches of the Federation's Internal Rules will be examined in conformity with Chapter IX.

2.1.2 The Federation reserves the right to take urgent measures which would be indispensable to guarantee the security of its Staff and activities, without prejudice to the rights of the Employees concerned.

#### 2.2.0 Assignment to Posts

2.2.1 Employees shall be placed under the authority of the Secretary General who may assign to them any task or Post in accordance with Chapter V.

2.2.2 All Employees must be available throughout their term of employment to carry out Missions away from their Duty Station, work in any Federation Office or to act as Duty Officer on call, as the Federation may need. When deciding what new or temporary duties Employees are to perform, they shall be consulted and consideration shall be given to their abilities and interests.

#### 2.3.0 Duration of the working week

2.3.1 The duration of the normal working week is 37 ½ hours, excluding lunch break. In principle, these hours will be split between five working days within a week. However, Heads of Office may establish a working week comprising six working days for their Office, should this be more in-line with the practice followed in the country. Similarly, Heads of Office will decide which days of the week will be working days in accordance with the practice followed in the country and operational requirements.

2.3.2 Office hours shall fall between 07:30 and 19:00. Core periods are fixed by the relevant Head of Office.

2.3.3 Managers have the discretion to allow flexibility in working hours.

2.3.4 If the interests of service so require, under exceptional circumstances, managers may request or allow Employees working from home, provided such decisions do not affect the quality of the work.

2.3.5 Employees may be requested to act as Duty Officer on weeknights, week-ends and public holidays, under conditions (including compensation) set out in Regulations established by the appropriate Senior Manager.

#### 2.4.0 Overtime

2.4.1 Employees may be called upon at any time to do overtime at the express request of their line manager in situations of necessities of service, including during emergency operations, or when urgent work cannot be finished during normal office hours. Request to work overtime can only be made to the extent to which Employees can reasonably take on the overtime and it is justifiably necessary to ask them to do it. It is the responsibility of each manager to ensure that Employees take appropriate rest in periods of overload.

2.4.2 Employees in Grades 1 and 2 shall be entitled to compensation for any overtime above 37 ½ hours in their Duty Station when expressly requested by their line manager, provided such overtime is reported at the latest at the end of the following month. This compensation shall consist either of leave or payment, as agreed with their line manager. All compensation for overtime (whether paid or granted in leave) will be calculated in accordance with the following scale:

- a) for any overtime between 37 ½ hours and 45 hours of work in any one week: 100% of the Employee's hourly base salary;
- b) for any overtime over 45 hours of work in any one week: 125% of the Employee's hourly base salary;
- c) for any overtime on Saturdays (or equivalent day for Duty Stations where Saturday is a working day): 150% of the Employee's hourly base salary;
- d) for any overtime on Sundays (or equivalent day for Duty Stations where Sunday is a working day) and public holidays: 200% of the Employee's hourly base salary.

2.4.3 Employees in Grade 3 and above shall not be entitled to financial compensation for overtime in their Duty Station. Line managers should however grant discretionary compensatory leave for work performed by those Employees after working hours, on weekends or public holidays.

2.4.4 Employees working overtime away from their Duty Station shall not be entitled to financial compensation. Line managers should however grant discretionary compensatory leave for such overtime.

#### 2.5.0 Performance management and development

2.5.1 Employees, who are responsible to the Secretary General in the performance of their duties, are managed through hierarchical lines and with the appropriate support of Human Resources, and in accordance with established procedures.

2.5.2 In regards to Employees they supervise, line managers shall be responsible for:

- a) facilitating the adjustment of these Employees to their work;
- b) guiding Employees on the fulfilment of the tasks established in their job description and any temporary additional tasks;
- c) in line with their job description, establishing objectives for each of these Employees, in consultation with them, based on programme or department objectives and which may include, as appropriate, quantifiable results and target dates;
- d) periodically evaluating the performance of these Employees, taking into account their participation in any tasks they may have carried out as set out in Regulation 2.5.5;
- e) in agreement with Human Resources, assisting these Employees in their development, in regards to both their current and possible future Assignments. The line manager, in agreement with Human Resources, shall also assist Employees in drawing out their career development plan in terms of positions, tasks and global mobility, among others.

2.5.3 In addition to normal work reviews and discussions with all Employees they directly supervise, line managers shall periodically (as needed, and at least once a year) make a formal participative evaluation of the Employees' performance (including on competencies), and development potential, according to the specific procedures established by Human Resources.

2.5.4 For Employees with supervisory responsibilities, the evaluation shall include an assessment of their performance as line managers, including how they fulfil their performance management and development responsibilities.

- 2.5.5 The evaluation of performance shall take into account the tasks carried out by an Employee in the Federation context, but outside his/her job description, such as the participation in selection or appeals panels, ad hoc working groups, and volunteering in Staff Association activities.
- 2.5.6 The evaluation of performance as reflected in periodic reports and any extraordinary evaluations shall be the basis for assisting the Employee to make his/her most effective contribution to the work of the Federation and for decisions concerning the Employee's status and retention in the Federation.
- 2.5.7 The Federation is committed to fostering staff growth and support to studies within available financial means and according to specific guidelines. As a consequence, Employees may be given training as determined necessary by the Federation to improve their effectiveness in their current and future Assignments.
- 2.6.0 Unsatisfactory performance
- 2.6.1 Unsatisfactory performance may result from one or more of the following situations:
- a) when an Employee does not perform the functions and tasks established in his/her job description and/or objectives defined in his/her work plan to the satisfaction of his/her line manager(s);
  - b) when an Employee fails to establish and maintain satisfactory working relationships with other Employees, due for instance to unsuitable communication skills, team work skills or attitude;
  - c) when an Employee proves unsuitable for international service insofar as he/she fails to maintain satisfactory working relationships with persons with whom he/she should interact, both within the International Red Cross and Red Crescent Movement and beyond.
- 2.6.2 When a line manager considers that an Employee does not meet performance requirements and expectations, that line manager shall, after consultation with the second line manager, Human Resources, and the technical manager if appropriate:
- a) either document at the regular annual or mid-year performance appraisal meeting with the Employee his/her concerns regarding the Employee's performance;
  - b) or document the performance issues at an extraordinary performance meeting with the Employee, if performance issues arise outside the regular performance appraisals.
- 2.6.3 The line manager shall formally notify Human Resources of the Employee's unsatisfactory performance within 15 days of either the regular or extraordinary performance appraisal meeting.
- 2.6.4 Human Resources shall convene another meeting with the line manager(s) and the Employee, with a view to agreeing on a plan for the improvement of the Employee's performance. However, if, in the opinion of the line manager(s) and Human Resources, this second meeting reveals that the Employee's unsatisfactory performance is mainly due to any other circumstances such as interpersonal conflicts, or duties and responsibilities of his/her Post exceeding

his/her qualifications, skills and experience, a mutually agreed solution may be identified.

- 2.6.5 If, after the above-mentioned meeting, the line manager(s) and Human Resources consider that improvement of performance has to be made, the Employee shall be given a formal three-month written notice for improvement outlining expected improvements to be made regarding specific elements considered as unsatisfactory at that time or at the time of the Employee's last work review and/or performance appraisal. The written notice shall also specify which support and guidance will be provided to the Employee in order to help him/her to improve his/her performance.
- 2.6.6 A copy of the written notice for improvement shall be placed in the Employee's personnel file in addition to any other supporting documentation.
- 2.6.7 The line manager shall provide regular updates to the Employee on his/her performance. As a minimum, the line manager must convene a meeting with the Employee halfway through the period for improvement, to assess the Employee's progress and if required to provide him/her with further guidance to improve his/her performance. All such meetings must be documented.
- 2.6.8 The period for improvement may be extended for the following reasons:
- a) medically certified sick leave and/or accident leave;
  - b) parental leave;
  - c) compassionate leave;
  - d) any other forms of leave having been approved by the Employee's line manager prior to the meeting mentioned under Regulation 2.6.2.
- 2.6.9 During the period for improvement, the Employee's Contract cannot be terminated for unsatisfactory performance.
- 2.6.10 Upon completion of the period for improvement, provided the Employee's performance has sufficiently improved, the line manager shall inform the Employee in writing that the unsatisfactory performance issue(s) stated in his/her written notice for improvement has sufficiently improved. A copy of this written statement shall be placed in the Employee's personnel file.
- 2.6.11 If, upon the completion of the period for improvement, the Employee's performance has not improved to the satisfaction of his/her line manager(s), the line manager(s) and Human Resources shall determine what measure to take, which may include:
- a) re-Assignment;
  - b) non-Renewal or non-Extension of Contract;
  - c) termination of Contract in accordance with Section 11.7.0.
- 2.6.12 The Employee concerned shall be informed, verbally and in writing, of the measure taken by the line manager and Human Resources. This notification and any documentation in support of the measure taken shall be placed in the Employee's personnel file.
- 2.7.0 Personnel file
- 2.7.1 Human Resources will retain a personnel file for each Employee, which may be partially or totally in electronic format. This file shall include all official

documents relevant to his/her employment with the Federation, including documents related to any disciplinary action taken and performance appraisals. No data that may be considered detrimental to the Employee shall be retained in the personnel file without his/her knowledge and provided he/she is given an opportunity to comment thereon in writing. Such comments from the Employee will also be retained in the personnel file.

- 2.7.2 At any time, each Employee has the right to read his/her employment file and to make copies of its content in the presence of a Human Resources Officer.
- 2.8.0 Confirmation of wellness to work
- 2.8.1 If the Federation has justified reasons to question the declared health status of an Employee in regards to the requirement of the Post held by that Employee, the Secretary General may, at any time and at his/her discretion require an Employee to be independently examined by a medical doctor appointed by the Federation, in order to give or postpone a Medical Clearance.
- 2.8.2 Any medical examination required by the Federation shall be fully reimbursed by insurance or at the Federation's expense.
- 2.8.3 Diverging conclusions on Medical Clearance between the medical doctor appointed by the Federation and the Employee's own medical doctor should be resolved between the two medical doctors. If this cannot be resolved at that level, the matter will be referred to a specialist mutually agreed by both medical doctors, who will make the final decision.

## CHAPTER III – CLASSIFICATION OF POSTS

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### Rule III - Classification of Posts

3.1. The Secretary General with the agreement of the Governing Board of the International Federation (hereinafter referred to as the "Governing Board") shall establish a plan for the classification of all posts according to the duties and responsibilities involved and taking into account the qualifications required.

- 3.1.0 Classification of Posts
- 3.1.1 Every Post shall have a job description which accurately reflects the purpose of the Post, the degree of responsibility, the reporting line, the description of duties, as well as the requirements concerning education, experience, skills, languages and competencies.
- 3.1.2 On the basis of the job description, each Post should be classified by Human Resources in one of the grades defined by the established classification system.
- 3.1.3 Posts of similar responsibility and requiring equivalent qualifications and/or relevant experience shall be placed in the same grade.
- 3.1.4 Although exact titles may vary, standardized titles, as approved by Human Resources, will be applied to Posts entailing similar duties and degrees of responsibility.

3.2.0 Modification of job description and re-classification

3.2.1 A line manager shall ensure that job descriptions as per Regulation 3.1.1 are updated and not obsolete. However, any changes in duties and/or responsibilities must remain within the general purpose and overall function of the Post and the requirements set out for that Post.

3.2.2 Any line manager, at his/her initiative or at the request of the Employee, may review the Employee's job description, if material changes brought to the duties and/or responsibilities of that Employee are expected to remain. In such a case, the modified job description shall be sent to the Head of Human Resources for approval:

- a) if the Head of Human Resources approves such changes, they shall be recorded in the revised job description and issued to the incumbent in the Post;
- b) if the Head of Human Resources considers that changes in duties and/or responsibilities do not remain within the general purpose and overall function of the Post and the requirements set out for that Post, these changes will be refused.

3.2.3 When examining envisaged changes in the responsibilities which could imply a change of grading of the Post, the Head of Human Resources may request the recommendation of a classification committee to be established by Human Resources. Salary adjustments will be made as necessary.

3.2.4 Performance or time spent by a person in a Post or in the Federation cannot be invoked to justify an increase in grade of a Post.

3.2.5 All changes in grade shall be confirmed in writing to the Employee by Human Resources, and shall specify the date on which the change becomes effective. This notification will be signed by the Employee and constitutes an amendment to his/her Letter of Appointment but does not affect or modify the Employment Contract in any other way.

## CHAPTER IV – SALARIES AND ALLOWANCES

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### Rule IV - Salaries and Allowances

4.1. The salary scale for staff shall be established by the Secretary General, with the agreement of the Governing Board according to the classification of Posts and shall especially take into account the salary and allowances of comparable international non-governmental and governmental organisations and applicable labour market conditions.

4.2. The salary scale shall be reviewed each year by the Governing Board on the proposal of the Secretary General, taking into consideration the market-employment conditions, cost of living, Employee turnover and available finances.

4.1.0 Salary structure and payment

4.1.1 The salary structure at any level comprises a base salary and other components as may be needed, such as a Post adjustment component linked to the cost of living in the Duty Station of the Employee or the hardship of the Duty Station.

- 4.1.2 Salary of part-time Employees will be calculated on the pro-rata basis of the hours worked.
- 4.1.3 Subject to the approval of the bank concerned, and upon the Employee's request, the Federation will facilitate the opening of a bank account in Geneva.
- 4.1.4 All salary bank transfers are made in Swiss Francs, "fees paid", to the bank account designated by the Employee. However, the Federation will accept no responsibility:
- a) for any transfer or other transaction fees imposed by the receiving bank, irrespective of the currency of the Employee's bank account;
  - b) for any conversion fees imposed by the receiving bank or any exchange losses resulting from the application of the bank's exchange rate, when the Employee's bank account is in a currency other than Swiss Francs.
- 4.1.5 Salaries shall be paid on the twenty-fifth day of the month or, if that day is not a working day, on the last working day preceding that day.
- 4.1.6 In case of death of an Employee, the amount of his/her salary for the full month in which the death occurred will be made to the bank account of the Employee, in addition to possible payments from the insurance and the Pension Fund. In addition, a payment of one month of the net salary (two months after a Period of Service of more than five years) will be made to the Partner or Dependent Children indicated on the form submitted to the Pension Fund prior to death. This additional payment will be made to the bank account of the Employee or, upon request of the surviving Partner, to the bank account designated by him/her.
- 4.2.0 Initial salary determination
- 4.2.1 When an offer of appointment to a Post is made to the selected applicant, the initial salary shall be determined by Human Resources after consultation with the relevant Senior Manager, and in accordance with the salary scale mentioned in Rule 4.1. The base salary is set according to the grade of the Post, taking into account criteria including, but not limited to:
- a) the relevant experience, skills and qualifications of the person;
  - b) the cost of living in the Duty Station;
  - c) internal salary equity with peers, especially within the same team/department, but also more broadly amongst all Employees; and
  - d) where appropriate, the scarcity in the labour market for the profile defined by the job description, including level of financial responsibilities.
- 4.3.0 Salary review
- 4.3.1 Individual salaries shall be reviewed each year at a date decided by Human Resources for all Employees. This annual review, subject to confirmed budget and the availability of finances, will be based on several of the following factors:
- a) the evolution of the cost of living in the Duty Station of the Employee;
  - b) the relevant experience gained by the Employee;
  - c) the performance of the Employee;
  - d) the line manager's recommendation;
  - e) internal salary equity with peers, especially within the same team/department, but also more broadly amongst all Employees at the same level.

4.3.2 The review of individual salaries may lead to an increase in base salary and/or an exceptional merit payment based on performance. An exceptional merit payment does not imply that an Employee is entitled to any future payment of a similar size. When the salary of an Employee has reached the maximum salary applicable to the grade of his/her Post, eventual increases in base salary can only be based on upward adjustment of the scale.

#### 4.4.0 Salary adjustments

4.4.1 Any Employee who temporarily occupies a higher Post for a period of three months or more shall be paid the greater of, a salary supplement of 7% or the minimum salary of the acting grade, for so long as he/she fills that Post. This increase will apply retroactively from the date of the beginning of his/her temporarily occupying that Post.

4.4.2 If an Employee is appointed to a Post at a lower grade than his/her previous Post involuntarily (as an alternative to redundancy, for global mobility move, for Temporary Short-Term Assignment or any other Federation initiated transfer not linked to unsatisfactory performance), his/her salary should be maintained as long as it is within the salary band of the lower classification. In other cases of appointments to a Post at a lower grade, the new salary will be determined as per Regulation 4.2.1.

#### 4.5.0 Salary advances

4.5.1 Salary advances may be paid under the following circumstances:

- a) in cases where an Employee arrives at a new Duty Station without sufficient funds, in such amount as Human Resources deems appropriate and necessary;
- b) in cases where an Employee faces personal financial difficulty, not more than once a year, and if his/her request is supported by detailed justification, an advance payment authorized by Human Resources of one month of that Employee's net salary.

4.5.2 Salary advances must be reimbursed in full over a period to be determined by Human Resources, and in any case before the end of employment.

#### 4.6.0 Deductions

4.6.1 Salaries shall be subject to the following deductions:

- a) the Employee's contribution to Federation-established insurance and pension schemes;
- b) deductions relating to social charges;
- c) any deduction for housing that may be applicable to the Duty Station of the Employee;
- d) any deduction resulting from a court decision requesting or authorising the salary of an Employee to be seized;
- e) any other deductions, as agreed by the Employee and the Federation.

4.6.2 The Federation may set off against an Employee's net salary sums owed by him/her to the Federation. Compensation for damage caused intentionally by the Employee, when the intent and costs of such damage have been assessed and ascertained by the relevant judicial or arbitral body, can be deducted from the

salary of the Employee. If the Employee remains employed by the Federation, the repayment will be reimbursed according to an agreed upon repayment plan.

4.7.0 Income Tax

4.7.1 Employees are personally responsible for complying with the income tax laws applicable to them. Any penalties, interests, charges or court fees incurred because of the Employee's failure to comply with such laws will not be reimbursed by the Federation, except if they are incurred at the written request of the Federation.

4.7.2 Employees whose income paid by the Federation is subject to income tax imposed by the authorities of the country of their Duty Station will receive a contribution equal to an estimation of the taxes levied on their Federation income.

4.7.3 The contribution to income tax is subject to the following conditions:

- a) the Employee shall provide Human Resources, upon request, with the original statement of income tax established by the relevant Tax Authorities and evidence of payments;
- b) the amount to be paid to the Employee cannot exceed the amount of income taxes that would be paid by the Employee if his/her only household income was the income paid by the Federation.

4.7.4 An Employee, who recovers the full or partial amount of any income tax paid on his/her Federation income that has been previously reimbursed by the Federation, shall refund such amount to the Federation.

4.8.0 Allowances for Dependent Children

4.8.1 Employees shall be entitled to receive allowances for Dependent Children, from which will be subtracted the amount of similar benefits received from social benefits paid by public authorities and/or from the employer of the child's other parent.

4.8.2 The amount of the allowances for Dependent Children is determined by the Secretary General and subject to the submission of documents satisfactory to Human Resources. The total amount of child and student allowances paid monthly per Employee shall not exceed three times the amount of a student allowance. Allowances will be paid as follows:

- a) a child allowance for each Employee's Dependent Child;
- b) a student allowance for each Employee's child between the age of 18 and 25 who is enrolled in a full time education programme or unpaid apprenticeship and to whom the Employee provides main and continuing support. In cases where the student's education is interrupted for at least one school year by national service obligations, illness or other compelling reasons, the period of eligibility for the allowance may be extended by the period of interruption up to a maximum of two years;
- c) in exceptional cases, with the formal approval of the Secretary General, a child allowance or a student allowance, as described in paragraphs a) and b) above, for a child below 25 years of age living with the Employee at the Duty Station, provided that Human Resources is satisfied that the documentation provided by the Employee demonstrates that he/she is the legal guardian or

custodian of that child. This payment will be limited to one child and will not lead to the entitlement to other benefits such as home leave and school fees.

- 4.8.3 The child allowance may be provided beyond the age of 18 for any physically or mentally disabled child whose handicap demands special care, supervision, special education and/or training and to whom the Employee provides main and continuing support.
- 4.8.4 Where both parents of a child are employed by the Federation, the child or student allowance for this child shall only be granted to one of these Employees.
- 4.9.0 Contribution to educational fees of Employee's Dependent Children
- 4.9.1 In addition to the "child allowance" described under Regulation 4.8.2 a), the Federation will contribute:
- a) to the educational fees of an Employee's child living with the Employee and enrolled in a school from the age of four up to the completion of secondary level education or, alternatively, to correspondence courses;
  - b) to the educational fees of an Employee's disabled child, living or not living with the Employee, and enrolled in a special educational and/or training establishment up to the age of 18.
- 4.9.2 The contribution to educational fees, which will be paid directly by the Federation to the school, is subject to the following limitations:
- a) the following Employees will not benefit from that contribution:
    - Employees whose country of Duty Station or country of residence is the same as their Recognized Home Country (unless they are part of the Global Mobility Programme);
    - Employees who are Swiss nationals living in the "Frontalier area around Geneva" (unless they are part of the Global Mobility Programme);
    - Employees having an Employment Contract of less than twelve months.
    - Employees having an Assignment in a new Duty Station of less than twelve months.
  - b) the contribution is limited to compulsory annual fees actually incurred as part of the curriculum, such as mandatory preparation courses, enrolment, registration, one-off or annual charges and tuition fees, and excludes costs such as insurance, boarding, meals, transportation, books, uniforms, after school activities and voluntary excursions;
  - c) the annual contribution per child shall be at a maximum 80 % of the compulsory annual fees set for the corresponding class level at the International School of Geneva;
  - d) the total annual contribution per Employee shall not exceed an amount equivalent to 240 % of the compulsory annual fees set for class 13 level at the International School of Geneva.
- 4.9.3 In exceptional cases, when an Employee engaged in the Global Mobility Programme is moved to an Assignment in a Non-Family Duty Station or in a country without suitable educational facilities, the Federation may contribute to the educational fees mentioned in Regulation 4.9.1 and subject to the limitations

under Regulation 4.9.2, even though the child is not living with the Employee and is at school in another location. The suitability of educational facilities at the Duty Station will be determined by the Head of Human Resources.

4.9.4 Upon termination of the Employee's Contract before its term by the Federation, other than termination for misconduct, the Federation may agree, under exceptional circumstances, to contribute to the educational fees of his/her child up to the end of the school term in the same school in the country of the Duty Station, insofar as the child has a right and the wish to stay in the country of the Duty Station.

4.9.5 In case of death of an Employee after the beginning of the school year of his/her child, the Federation may continue to contribute to the educational fees up to the end of that school year in the same school, insofar as the child has a right and the wish to stay in the country of the Duty Station.

4.9.6 The Federation will contribute up to an amount determined by the Secretary General to the fees pertaining to additional language courses taken by a Dependent Child living with the Employee, up to the maximum of three Dependent Children, under the following conditions:

- a) the child does not benefit from the Federation's contribution to educational fees as described in Regulation 4.9.1;
- b) the language courses are given in the mother tongue of either parent or in an official language of the country of the Duty Station;
- c) the child is attending a school, from the age of four up to the completion of a secondary level education, which does not offer such language courses;
- d) the child is living with the Employee in his/her Duty Station; and
- e) satisfactory documentary evidence of relevant expenditure actually incurred for the enrolment, registration, one-off or annual charges and tuition fees of these courses is provided to Human Resources.

4.10 Partner allowance

4.10.1 An Employee shall receive a Partner allowance when the Employee's Partner is not joining him/her to a Non-Family Duty Station. The amount of the Partner allowance is defined by the Secretary General.

## CHAPTER V – ENGAGEMENT AND PROMOTION OF STAFF

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### Rule V - Engagement and Promotion of Staff

5.1. The paramount criteria governing the selection of Staff shall be their competence, integrity and devotion to the cause served by the International Federation.

5.2. Posts shall be filled by recruitment from the member National Societies of the International Federation, by internal promotion or rotation or by external recruitment. The Secretary General shall appoint the Staff keeping in mind the principle of diversity when this is consistent with competence.

5.3. Staff shall be informed, of any new post and of any vacancies to be filled, and the selection process for such post, including whether such post shall be filled by competitive process. This Rule shall not apply to posts which must be filled nationally.

5.4. Appointments to the posts of Deputy Secretary General, Under Secretaries General and Directors shall be made by the Secretary General, after obtaining the approval of the Governing Board of the candidates selected by him/her.

5.5. National Staff shall be appointed in a manner compatible with applicable national law.

5.6. All other Staff shall be appointed by the Secretary General who shall consider the recommendations of a selection panel.

5.7. The Secretary General shall establish the appropriate medical standards which prospective Staff shall normally be required to meet before their appointment.

#### 5.1.0 General principles

5.1.1 The engagement and promotion of all Employees shall be coordinated by Human Resources. Offers, confirmations and Employment Contracts will be valid only if issued in writing and authorized by the Head of Human Resources.

5.1.2 The selection amongst applicants to any Post is based on competence for that Post (including, but not limited to, qualifications, experience, skills and values), integrity and devotion to the cause served by the Federation. In cases of equal competencies amongst candidates for a Post, diversity will be taken into account.

5.1.3 The engagement and promotion of Employees should as far as feasible enhance Staff development, assist Employees to make their most effective contribution to the work of the Federation and help retaining the Employees in the Federation.

5.1.4 Decisions on the type and duration of Contracts and on the type of recruitment process shall be made without prejudice to existing Employees' acquired rights, and without discrimination of any kind, in a fair, transparent and equitable manner and taking into account, among other factors, the status of the Employee's current Contract (if already contracted), expected needs of the Federation and expected availability of funds.

5.1.5 No person related by blood, marriage or partnership to an Employee shall be engaged or assigned to a Post which would entail direct or indirect supervision or reporting of both persons to the same line manager(s) or which could lead to financial collusion between the two. At the time of engagement or during employment, if an Employee marrying or forming a personal partnership with any other person working for the Federation results in them being placed in the situation described above, the Federation and the persons concerned should do their utmost to find a suitable solution to end that situation.

5.1.6 Secondments to, and from, the Federation are defined by specific regulations and other documents agreed with the entity involved.

#### 5.2.0 Type and duration of Contracts

5.2.1 Employment contracts can either be fixed-term or open-ended.

5.2.2 An Employment Contract can either stipulate that the Employee will be assigned in the same Post for the whole duration of the Contract, or stipulate that he/she will receive multiple Assignments during the period of the Contract, where only the conditions of the first Assignment (Post and Duty Station) are determined at the signature of the Contract. Employees can be assigned to another Post within

the organisation as a result of their application and a successful recruitment process to that Post, including in the context of the Global Mobility Programme.

- 5.2.3 Fixed-term Contracts of a limited duration (two years or less) will normally be given to all Employees who have not been under a Federation Contract in the last two years. Fixed-term Contracts of a limited duration will also be given to Employees assigned to Posts funded by programmes which are limited in time and/or in funding. The duration of such Contracts will depend upon the expected needs of the Federation and the funding available for the Post to which they are assigned.
- 5.2.4 Fixed-term Contracts of an extended duration (four years) will be given to Employees who have completed a Period of Service of at least four years, at the term of their current Contract, provided their performance and conduct are satisfactory, and provided:
- a) either their skills, competencies, and/or institutional knowledge are likely to be needed for other Posts during the envisaged duration of the Contract; or
  - b) the Post to which they are currently assigned is likely to remain during that period (taking into account relevant financial resources), and the nature of that Post or the living conditions in the Duty Station concerned do not require to change the holder of that Post in the same period.
- 5.2.5 Contract Extensions or Renewals of less than four years may be given when neither conditions defined in Regulation 5.2.4 are met.
- 5.2.6 Employees who have worked for the Federation as Employees or as National Staff for a cumulative time of seven years or more over the preceding eight years will be eligible for an open-ended Contract, at the term of their current Contract, provided their performance and conduct are satisfactory, and provided:
- a) either their skills, competencies, and/or and institutional knowledge are likely to be needed for other Posts within the Federation; or
  - b) the Post to which they are currently assigned is likely to remain for the foreseeable future (taking into account relevant financial resources), and the nature of that Post or the living conditions in the Duty Station concerned do not require to change the holder of that Post in the same period.
- 5.2.7 The Employee can continue to be employed under a fixed-term Contract when neither conditions defined in Regulation 5.2.6 are met.
- 5.2.8 All decisions regarding the granting of a fixed-term Contract of an extended duration, as per Regulation 5.2.4, or an open-ended Contract, as per Regulation 5.2.6, rest with the Head of Human Resources.
- 5.2.9 Employees who have been assigned to a post through the Global Mobility Programme will automatically receive fixed-term Contracts of an extended duration, without prejudice to their right to receive an open-ended Contract.
- 5.3.0 End of Assignment
- 5.3.1 At the end of an Assignment, an Employee whose Contract extends beyond the term of their current Assignment (regardless of being included in the Global Mobility Programme or not):
- a) can be extended in the same Post;

- b) can be assigned to another Post either through standard recruitment process, provided he/she has applied to such Post and was selected, or as part of the Global Mobility Programme;
- c) at the discretion of Human Resources (and subject to organizational needs, the skill set of the Employee and availability of funding), may be asked to fill Temporary Short-Term Assignments not subject to competition, while applying to other Posts for which he/she matches the requirements, if he/she has been selected to another Post which has a later starting date, or if there are no open Posts for which he/she meets the requirements. Temporary Short-Term Assignments are subject to mutual agreement between the Employee and the Federation if they entail a change of Duty Station. A Temporary Short-Term Assignment can last up to six months, unless the Head of Human Resources extends it in order to allow work already commenced to finish. The remuneration of the Employee under a Temporary Short-Term Assignment shall not be less than the one he/she had in his/her last Assignment;
- d) if, despite the best efforts of the Federation, a re-Assignment is not successful, the Employment Contract can be terminated as per Section 11.6.0.

#### 5.4.0 Types of recruitment

5.4.1 Recruitment of an Employee will be carried out through one of the following mechanisms:

- a) internal recruitment as one of the mechanisms to ensure internal promotion or transfer, when the relevant skills, experience and professional qualifications for the Post are likely to be available amongst current Federation Staff. In that case, only current Federation Employees, Staff-on-Loan currently seconded to the Federation and National Staff are eligible to apply;
- b) extended internal recruitment, where only current Federation Employees, Staff-on-Loan currently seconded to the Federation, National Staff and current Employees and volunteers of National Societies are eligible to apply;
- c) internal recruitment in the context of the Global Mobility Programme, as described in Section 5.6.0;
- d) external recruitment, when the Post requires technical skills, experience or professional qualifications unlikely to be available among current Federation Staff, or when a different skill set and external experience for the Post or within the existing team is needed. In that case, anyone is eligible to apply.

5.4.2 Except for Posts to be filled through the Global Mobility Programme, the decision regarding the type of recruitment process to be followed rests with Human Resources, in consultation with the hiring manager and the relevant Senior Manager, and taking into consideration staff development and retention of staff.

5.4.3 Vacancies for Posts in the initial stage of an emergency response operation may be filled according to specific Human Resources guidelines, either by competition, or in accordance with Regulation 5.3.1 c), Regulation 5.4.5, or Regulation 5.4.6.

5.4.4 Posts may be temporarily filled by an acting person without competition, upon mutual agreement between Human Resources, the Senior Manager concerned and that Employee, and under the following limitations:

- a) if the incumbent is expected to return to that Post, the acting period can be up to 12 months;
- b) if the incumbent is not expected to return to that Post, the acting period can be up to six months, with one possible Extension of up to six months. Within that period, the Federation must take a decision on the future of the Post and initiate recruitment as needed.

5.4.5 Recruitment under a short-term Contract established for a duration of three months or less is exempt from a competitive process. Such a Contract may be extended or renewed only once for a maximum of three months.

5.4.6 At the discretion of Human Resources, Temporary Short-Term Assignments of current Employees can be exempt from competition.

#### 5.5.0 Process of internal, extended internal and external recruitment

5.5.1 Information on any vacant or new Post to be filled must be advertised on Intranet and/or Internet and/or through other means as appropriate, for a duration of not less than 15 days prior to the beginning of the selection process, and 10 days when the Post is re-opened. Recruitment for emergency operations may deviate from this requirement, in accordance with specific guidelines from Human Resources.

5.5.2 For internal recruitment, subject to the agreement of Human Resources and the hiring manager, the vacancy notice may indicate that a candidate has been identified. However, other Employees, current Staff-on-Loan and National Staff will be fully entitled to apply and to have their application considered in a fair and equitable manner. The identification of a candidate is subject to the following conditions:

- a) the identified candidate meets all required criteria for the Post, as verified against his/her updated CV;
- b) the identified candidate's performance appraisals demonstrate key competencies for the Post;
- c) the identified candidate has indicated his/her interest in the Post;
- d) the hiring manager possesses a good knowledge of the individual and his/her potential and suitability for the Post; and
- e) the hiring manager and Human Resources have assessed the impact of the proposed appointment on the diversity of the current team.

5.5.3 For any recruitment, Human Resources is responsible for shortlisting applications in a fair and equitable manner, in full consultation with, and final agreement by, the hiring manager. Short listing may involve practical or written verification of the knowledge or skills of the applicants and/or preliminary interviews, as determined by the hiring manager and Human Resources. Short listing may involve external specialists.

5.5.4 For all recruitments under this Section 5.5.0, a selection panel shall be established. The selection panel is composed of at least the relevant hiring manager, a representative from Human Resources and a third person as agreed between the Head of Human Resources and the Senior Manager. In addition, where the selection panel interviews candidates, the selection panel shall also include a representative from the Staff Association, unless declined by the Staff Association. Members of the selection panel are bound by the principle of

confidentiality in regards to candidates and information gathered in the recruitment process.

- 5.5.5 For internal recruitment where a candidate has been identified in accordance with Regulation 5.5.2 and no interview is held, the Staff Association shall be briefed by Human Resources before an offer is made to the selected candidate, with the understanding that the Staff Association may make recommendations regarding the process to Human Resources.
- 5.5.6 For all recruitments, the selection panel must ensure a fair and equal examination of the applications of all shortlisted candidates. This examination may involve practical or written verification of the knowledge or skills of the applicants, and may involve external specialists, as deemed necessary by Human Resources and the hiring manager.
- 5.5.7 After having carried out the final examination of the applications, the selection panel makes a qualified recommendation to the hiring manager with whom the decision rests, subject to the approval of the relevant Senior Manager. If the panel's recommendation is not followed by the hiring manager, any member of the selection panel may refer the matter to the Head of Human Resources for review before a final decision is made. The same will apply if any member of the selection panel has concerns in regards to the fairness of the selection process.
- 5.5.8 Non-selected interviewed candidates shall be notified by Human Resources on their non-selection. They can request feedback from Human Resources on the reasons why they were not selected for the Post and on their performance during the interview.
- 5.5.9 Regulations 5.5.1 to 5.5.8 do not apply to the recruitment of those Senior Managers for whom the approval of the Governing Board is required. An exceptional selection process will be established, consistent with the provisions of Section 5.1.0.
- 5.5.10 With the approval of the Head of Human Resources, an external head-hunting firm may be brought in to facilitate an external recruitment for a Post not covered by Regulation 5.5.9. In such cases, Regulations 5.5.1 to 5.5.8 shall remain applicable.
- 5.6.0 Global Mobility Programme
- 5.6.1 In accordance with the Federation's aims of promoting career development, and retaining staff, and in order to facilitate the rotation of Employees referred to in Rule 5.2, the Federation has set out a mechanism giving the opportunity for Employees to rotate between different Duty Stations and departments of the Federation while maintaining a contractual relationship. This mechanism will be activated from the date decided by the Secretary General, and will not create any rights or entitlements for Employees until that date. The concept of global mobility aims at:
- a) fostering career development by increasing the employment opportunities for Staff and enhancing their experience in different Posts within the Federation; and
  - b) ensure sharing of hardship locations amongst Employees, while taking into account their personal situation, including their family situation.

- 5.6.2 All Federation Employees, current Staff-on-Loan and National Staff, as well as any person who has successfully carried out international work for the Federation shall be eligible to be included in the Federation roster for global mobility, provided they request such inclusion and, in the opinion of the Head of Human Resources, meet the applicable criteria (including that they are deemed suitable, based on performance and the Federation's projected needs and resources).
- 5.6.3 The Global Mobility Programme will be managed by Human Resources and will involve a Global Mobility Committee, whose members will be:
- a) one member from Human Resources or his/her substitute, who will act as Secretary of the Global Mobility Committee;
  - b) a pool of Senior Managers, as deemed appropriate by the Secretary General;
  - c) one member from the Staff Association or his/her substitute who, while not participating in the decision-making process of this Committee, will observe the fairness and transparency of the process including, among others, the equal treatment of Employees' applications and the overall selection process to these Posts;
  - d) any other individuals, as deemed appropriate by the Global Mobility Committee.
- 5.6.4 Any member of the Global Mobility Committee must withdraw from any decision on selection where he/she would have a personal or professional conflict of interest. As needed, such member will be substituted in accordance with Regulation 5.6.3.
- 5.6.5 Meetings of the Global Mobility Committee shall be documented, and can take place in any location and, as required, through different means including telephone or video conferences.
- 5.6.6 At least twice a year, Human Resources shall draw up the list of Posts that are likely to be vacant in the coming year and that are available to be filled with priority through global mobility. This list shall be approved by the Secretary General and published for information to all Employees, allowing them to express their interest within a stipulated time frame.
- 5.6.7 The Global Mobility Committee shall ensure that the selection of Employees for specific Posts included in the above mentioned list is carried out as follows:
- a) as part of their career plan, Employees who are part of the Global Mobility Programme and whose Assignment or Contract will end in the next 12 months, shall be invited to express their interest or preference for one or more of the listed Posts;
  - b) the Global Mobility Committee will look at the situation of all persons included in the roster mentioned in Regulation 5.6.2 and of all other Employees who have expressed interest as per Regulation 5.6.6, in order to assess the best candidate for each available Post;
  - c) upon the recommendation of the Global Mobility Committee, short listed Employees may undergo a formal interview process led by the hiring manager;
  - d) the Head of Human Resources will make a recommendation to the Secretary General regarding the candidates selected in accordance with Regulations 5.1.2 and 5.1.3. That recommendation will include the opinion from the hiring manager;

- e) the Contract of all Employees being assigned in the context of the Global Mobility Programme will state that they will have more than one Assignment under that Contract.
- 5.6.8 Where recruitment through the Global Mobility Programme is unsuccessful for a given Post, the Federation may advertise that Post for an internal or external recruitment.
- 5.6.9 Human Resources shall ensure that all Employees having expressed their interest in Posts to be filled through the Global Mobility Programme receive appropriate and timely information regarding the results of such expression of interest.
- 5.7.0 Employment Contracts
- 5.7.1 On engagement, an Employee shall receive for his/her acceptance an Employment Contract, signed by the Head of Human Resources, defining the employment relations between the Federation and the Employee.
- 5.7.2 The Staff Rules, the Staff Regulations, the Code of Conduct and the Information and Communication Technologies Acceptance Policy (commonly referred to as “IT Rules”) and any other regulations, rules and policies issued by the Secretary General, are all considered to be an integral part of the Employment Contract. The Contract shall include at least the following information:
- a) the type of Contract;
  - b) the date at which the Contract starts;
  - c) the duration of the Contract;
  - d) the Employee’s Recognized Home Country, as determined by Human Resources in consultation with the Employee and on the basis of reasonable justification;
  - e) the duration of the probationary period, if any;
  - f) any special conditions to which the Contract may be subject.
- 5.7.3 The Contract, through a Letter of Appointment issued by Human Resources, will also set out for each Assignment at least the following information:
- a) the title of the Post to which the Employee has been appointed, and the job description of that Post;
  - b) the Duty Station;
  - c) the duration of the Assignment;
  - d) the grade of the Post;
  - e) the monthly salary and, if appropriate, the pensionable and insured salary;
  - f) any special conditions to which the Assignment may be subject.
- 5.8.0 Probationary period
- 5.8.1 All Employees who have never been employed by the Federation before shall be subject to a probationary period of three months.
- 5.8.2 Upon the granting of a new Contract, the Federation may decide to subject an Employee who has been employed by the Federation in the past, but not in the two previous years, to a probationary period of three months, depending on criteria including, but not limited to, his/her experience and previous and planned Posts held.

- 5.8.3 In the month preceding the end of a probationary period, the Federation may decide to extend the period for a further three months. The reasons for the extension of the period shall be communicated in writing to the Employee.
- 5.8.4 At any time during the probationary period or its extension, either the Employee, or the Federation, may terminate the Employment Contract with one month's notice, without any indemnity to be paid to the Employee. Should the Contract be terminated by the Federation, the Employee shall be given the reasons.
- 5.9.0 Medical examination
- 5.9.1 The Secretary General shall establish appropriate medical standards depending on the job description and the Duty Station. These standards may also apply, as appropriate, to the Partner and Dependent Children accompanying the Employee.
- 5.9.2 Recruitment of a new Employee or, if appropriate, Assignment of an Employee to a new Post, shall be conditional upon Medical Clearance.
- 5.9.3 The Medical Clearance shall be obtained prior to the effective date of start of the Contract or Assignment; otherwise the Federation may retract the employment offer or Assignment or determine in consultation with the Employee a later starting date.
- 5.9.4 Any medical examination required by the Federation shall be at the Federation's expense or fully reimbursed by its insurance.
- 5.9.5 The Federation may employ a person with a stable chronic illness or disability, provided a Medical Clearance is obtained, the conditions of the specific Duty Station allow, and a full international insurance coverage without restrictions can be obtained.

## CHAPTER VI – SOCIAL SECURITY

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### Rule VI - Social Security

6.1. Subject to applicable national law, the Secretary General shall establish a social security system for Staff providing in particular for measures for the protection of their health and for fair allowances in the event of sickness, accident or death.

6.2. The Secretary General shall establish, in agreement with the Governing Board, special regulations for the retirement of Staff. These Regulations shall include the provisions of Rule XI, para 3 of these Rules.

#### 6.1.0 General Principles

6.1.1 The Federation is committed to the health and safety of its Employees. The Federation will ensure to the greatest extent possible that the Employees' health and safety will not be adversely affected by their work. However, due to the nature of the Federation functions, especially in the field, Employees accept that the nature of Red Cross / Red Crescent work may place them in situations of risk. In order to mitigate this risk:

- a) before Assignment to a specific Duty Station, the Federation will inform the Employees (and, if necessary, their Partner and Dependent Children) of the health and safety risks in their Duty Station;
- b) before or upon Assignment, the Federation will provide them with necessary training in this regard;
- c) in the context of its duty of care, the Federation will inform the Employees as soon as feasible of the evolution of such risks;
- d) all Employees are required to receive Medical Clearance in accordance with Section 5.9.0, complete Federation mandatory security training and comply with general and local security regulations and instructions;
- e) all Employees, their Partner and Dependent Children, should follow Federation health advice and recommended vaccinations and other prophylactic appropriate to the risks found in a particular Duty Station. Failure to do so may be construed as an assumption of risk by the Employee, and may lead to some rights held by Federation Employees, their Partner and Dependent Children being forfeited.

6.1.2 The Federation promotes a healthy work-life balance. However, the Federation recognises that the demands of the job may lead to stress in the workplace. The Federation therefore:

- a) requests all Employees to use their due leave and Rest and Relaxation days, as per Regulations 7.3.0 and 7.13.2;
- b) will provide a referral service to stress counsellors familiar with the Federation work context and other forms of confidential assistance.

6.1.3 An Employee or his/her surviving Partner or children (or, as appropriate, other dependants) shall be entitled to compensation in the event of illness, injury or death attributable to the performance of official duties on behalf of the Federation, within the limits defined by insurance policies and the appropriate regulations of the Pension Fund.

6.1.4 Employees must report immediately and as far as possible in advance to Human Resources any change in their family status, such as marriage, divorce, separation, birth of child, etc. for appropriate insurance coverage. Failure to do so may result in the Employee or his/her Partner or child not being insured, but will not create any liability for the Federation.

6.1.5 The coverage of an Employee by any Federation collective insurance will end upon termination of his/her Employment Contract, with the exception mentioned under Regulation 6.9.3.

6.1.6 All Employees are responsible for acquainting themselves with the documents defining the conditions of Federation collective insurances for Employees (available on the Federation's Intranet).

## 6.2.0 Health insurance

6.2.1 Upon entering the service of the Federation, each Employee shall join the mandatory collective contract with the private health insurance company contracted by the Federation.

6.2.2 As an exception to Regulation 6.2.1, Employees who already have international health insurance coverage when entering the service of the Federation may

remain covered by it provided that, in the opinion of the Head of Human Resources, this insurance meets the minimum health insurance standards required by the Federation. In such a case, the Federation shall, upon request of the Employee, reimburse 2/3 of the actual premium, up to an amount that cannot exceed the sum it would have to pay if the Employee was covered under the Federation health insurance collective contract.

6.2.3 Upon engagement, an Employee may request that his/her Partner and/or Dependent Child(ren) living with him/her are covered by the collective contract with the private health insurance company contracted by the Federation. However, not joining that insurance at the time of engagement or leaving it afterwards may forfeit the possibility to the Partner and/or Dependent Child(ren) to join it later on.

6.2.4 The costs of the premiums for the Partner and/or Dependent Child(ren) of the Employee will be borne by the Employee. However, such costs will be fully borne by the Federation when the Partner and/or Dependent Child(ren) leave with the Employee in a field Duty Station, for a maximum of three Dependent Children.

6.2.5 In case of death of an Employee, his/her insured Partner and/or Dependent Child(ren) are not eligible to remain in the Federation's collective contract with the private health insurance company. However, the Federation will seek to advise the persons concerned about alternative solutions for individual insurance coverage at their own cost.

#### 6.3.0 Accident insurance

6.3.1 Upon entering the service of the Federation, each Employee shall join a collective contract with an insurance company contracted by the Federation covering the Employee for occupational and non-occupational accidents (including search and rescue), in accordance with the conditions set out in such contract. Travel on official business and travel to take up or leave employment shall be covered by such insurance. The validity of such insurance ends upon termination of Contract.

#### 6.4.0 Loss of salary insurance

6.4.1 Upon entering the service of the Federation, each Employee shall join a collective insurance contract on loss of salary, covering against loss of salary due to sickness or accident for up to 730 days, in accordance with the conditions set out in such contract.

#### 6.5.0 Life and disability insurance

6.5.1 Upon entering the service of the Federation, each Employee shall join a collective insurance contract on death and disability in case of accident and illness, in accordance with the conditions set out in such contract. Travel on official business and travel to take up or leave employment shall be covered by such insurance.

6.6.0 Level of contributions

6.6.1 The Federation's and Employees' respective contributions to health insurance (including for Partners and Dependent Children for Employees based in a field Duty Station), accident insurance, loss of salary insurance, and life and disability insurance are determined by the Secretary General, after consultation with the Staff Association and deducted from the Employee's monthly salary. Level of contributions for Geneva-based and field-based Employees may differ.

6.6.2 The Federation will not contribute to any insurance premium and health-related costs of individuals other than the Employee, the Partner and Dependent Children, even when those individuals' entry and stay in the country of the Duty Station was facilitated by the Federation.

6.6.3 The Federation will contribute to insurances costs for part-time Employees at the same level as for full time Employees.

6.7.0 Pension plan

6.7.1 All Employees must join the Federation's Basic Pension Plan, if they are eligible according to the regulations of the Pension Fund.

6.7.2 All Employees who have joined the Federation Pension Fund must also join the Supplementary Pension Plan with the exception of Swiss Employees who select to remain in the Swiss security system as per Regulation 6.8.1.

6.7.3 Upon joining the Pension Fund, Employees shall receive a copy of its current regulations.

6.7.4 The Federation's and Employees' respective contributions to the Basic Pension Plan and to the supplementary Pension Plan are established by the Pension Fund regulations, in accordance with Swiss legislation.

6.8.0 Provisions applying to Swiss Employees working in Switzerland

6.8.1 Upon engagement, Swiss Employees whose Duty Station is Geneva should be informed by Human Resources, in order to allow them to choose one of the following options, within three months from the date they start their functions in the Federation:

- a) join the Supplementary Pension plan mentioned under Regulation 6.7.2, without contributing to, and being covered by, the Swiss Government unemployment insurance ("Assurance chômage");
- b) join the Supplementary Pension plan mentioned under Regulation 6.7.2, and apply to remain in the Swiss Government unemployment insurance ("Assurance chômage");
- c) apply to remain in the Swiss Government social security ("Assurance-Vieillesse et Survivants", "Assurance-Invalidité", "Allocations pour Pertes de Gain", "Assurance-Chômage") and to benefit from the Federation Basic Pension Plan, without benefiting from the Supplementary Pension plan. In such case, the Federation shall pay its part of the contribution according to Swiss legislation.

6.9.0 Payment during sick leave or accident leave

6.9.1 The number of months during which an Employee will receive full pay during sickness or accident leave will be determined on the basis of the duration of Period of Service for the Federation, as per the table below. The calculation is based on sickness or accident leave per 12 consecutive calendar months, irrespective of the number of sickness and accident over this period of time:

<u>Period of Service</u>	<u>Full salary payment</u>
Less than one year	Two months
Between one and five years	Three months
More than five years	Six months

6.9.2 An Employment Contract cannot be terminated by the Federation except for misconduct when the Employee on sick leave or accident leave is under a period where he/she receives a full salary payment.

6.9.3 Subject to the applicable insurance policy, each Employee shall benefit from the insurance against loss of salary due to sickness or accident for the duration of his/her Contract, provided the Employee remains in the country of Duty Station (unless otherwise agreed between the Federation and the insurance company). The benefit of this insurance against loss of salary extends to a maximum of 730 days, including in case the Contract is terminated during that period, minus an initial waiting period (“période d’attente”) of 60 days for sickness and 30 days for accident.

6.9.4 If an Employee is on sick leave and unfit for work, as certified by a duly authorized medical doctor, he/she must not leave the Duty Station for vacation, medical treatment or any other reason without prior agreement of Human Resources (which shall in turn consult the Insurance Unit). Failing to do so may forfeit his/her entitlements to benefits for the duration of the period spent out of the country of Duty Station.

6.9.5 If the total benefits payable by the Pension Fund to a disabled Employee or the survivors of a deceased Employee, plus any third party benefits (benefits from insurance or pension plan wholly or partly financed by the Federation or any salary paid by the Federation or indemnities of a similar nature) together exceed 100% of the gross annual salary that the member would have earned had he/she continued working, plus any family allowances, the Pension Fund Board may reduce the Fund benefits by an amount corresponding to such excess.

## CHAPTER VII – ANNUAL AND SPECIAL LEAVE

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### Rule VII - Annual and Special Leave

7.1. All Staff shall be entitled to appropriate annual and special leave, in accordance with applicable national labour law or conditions which shall be established by the Secretary General.

#### 7.1.0 Public Holidays

7.1.1 Each Head of Office shall determine which days will be considered as official holidays, taking into account the practice in the local context, up to a maximum of ten days per year.

#### 7.2.0 Absence

7.2.1 An Employee unable to report for duty on a working day must notify his/her line manager before noon of that day.

7.2.2 Leave must be approved in advance by the line manager, as specified under the relevant Section applying to the type of leave concerned.

7.2.3 Records of absence shall be reported to and monitored by Human Resources.

#### 7.3.0 Annual leave

7.3.1 All Employees shall be entitled to paid annual leave. Absences not specifically covered by other provisions of these Regulations shall count against annual leave, or will be considered as unpaid leave if the Employee no longer has untaken annual leave days.

7.3.2 Employees not having a full-time Employment Contract shall be granted paid days of annual leave in prorata of the time worked as stipulated in their Contract.

7.3.3 Annual leave is provided as follows:

- a) 30 working days per year for all Employees;
- b) Employees entering or leaving the service of the Federation during the year shall be entitled only to leave proportionate to the Period of Service for that year;
- c) leave shall not accrue during notice periods when the Employee is not requested to report to work, during any unpaid leave, or during any paid absence from active duty (such as sick leave) for longer than six months ;
- d) annual leave entitlement includes travel time, and no extra leave days will be given as travel time.

7.3.4 An exceptional paid leave of twenty days shall be granted to Employees who have worked for the Federation for a cumulative period of thirty years as Employees or National Staff. The time spent as a Staff-on-Loan will also be taken into account, provided however that the time spent as Employee or National Staff exceeds 15 years. This exceptional leave cannot be paid in lieu.

7.3.5 Scheduling of leave shall be subject to the needs of service, and should normally be approved by the line manager at least two weeks in advance.

- 7.3.6 Employees will only be allowed to carry over a total of 15 days of accumulated leave from one calendar year to the next. Any carry over balance will be lost, and will not be compensated financially or otherwise.
- 7.3.7 Employees leaving the service of the Federation should normally use untaken leave before the end of Contract date. Any unused leave will be considered forfeited and cannot be paid in lieu. In exceptional circumstances, including where the demands of the service prevent leave from being taken, the Head of Human Resources may authorize the paying out of leave. Accumulated untaken leave may only be paid in case the Federation terminates the Contract without notice period as per Section 11.8.0.
- 7.3.8 In exceptional circumstances and with the prior approval of the line manager and Human Resources, an Employee may take annual leave in advance.
- 7.3.9 At the discretion of the Head of Human Resources, an Employee who suffers an illness or accident during a period of annual leave shall, subject to the provisions of Section 7.9.0, have that portion of the absence considered as sickness/accident leave upon presentation of a satisfactory medical certificate, normally provided to the Federation within three days from the beginning of the period covered by the medical certificate.
- 7.4.0 Rest days
- 7.4.1 Employees are entitled to one rest day per leg of travel if the travel time for an official travel away from the Duty Station is in excess of eight hours per leg of travel, with a maximum of two rest days per Mission. If the travel time does not qualify for rest days but the Mission exceeds ten days, the Employee is entitled to one day of rest.
- 7.4.2 Rest days:
- a) are limited to four days for a given month;
  - b) must be taken within the Mission period, or within ten working days from the return, as mutually agreed between the Employee and his/her line manager;
  - c) are not cumulative and are lost if not taken within the prescribed ten working days;
  - d) cannot be paid in lieu;
  - e) do not apply when the Employee travels to take up or leave an Assignment.
- 7.4.3 Should a rest day be taken while on Mission, reasonable accommodation costs for that day will be borne by the Federation, but no per diem or subsistence allowance will be provided for that day.
- 7.5.0 Home leave
- 7.5.1 Employees who are assigned to Duty Station(s) which are not in their Recognized Home Country for a period of two consecutive years shall be entitled to paid travel to, and from, their Recognized Home Country, once every two years. Employees assigned to a Non-Family Duty Station will benefit from this paid travel once every year, after they have completed one full year in that Assignment.
- 7.5.2 Subject to the necessities of service, home leave may be taken at any time during the six months prior to the completion of a two-year period or six months after

the completion of a two-year period, provided the Contract is expected to last at least six months after the date of home leave. The six-month period will be changed to a three-month period for Employees assigned in a Non-Family Duty Station. Home leave should be requested not less than one month before the planned date of departure.

7.5.3 If the air travel time from the Duty Station to the Recognized Home Country is scheduled less than eight hours, the home leave granted will be two days. If that duration is eight hours or more, the home leave granted will be three days.

7.5.4 The Federation shall pay the travel expenses (as defined in Regulation 7.5.6) for the Employee from his/her Duty Station to his/her Recognized Home Country. The Partner of the Employee as well as up to three children below 21 years of age will benefit from the same, provided, for each person concerned, that he/she lives with the Employee.

7.5.5 Two Employees who are Partners shall be treated as a single Employee for purposes of travel costs related to home leave and shall benefit for only one home leave in any two-year period.

7.5.6 The cost of travel on home leave shall be paid as follows:

- a) the Employee shall report the travel dates to the Federation's travel service, which shall ascertain the lowest fare by the most direct airline route, and buy the ticket accordingly after consulting the person concerned, who shall pay for any change made at his/her request;
- b) alternatively, travel may be by train in second class (in first class if required by security considerations) or boat, or car (provided security clearance is granted), up to the price of the air ticket mentioned in a) above;
- c) if home leave is taken in conjunction with a Mission away from the Duty Station, transportation will be paid from the place of Mission to the Recognized Home Country, provided it does not cost more than direct transportation from the Duty Station to the Recognized Home Country by the method stated in a) and b) above;
- d) no other expense related to home leave will be borne by the Federation.

7.5.7 If the home leave entitlement is not used for travelling to the Recognized Home Country, the Employee will not be entitled to cash in lieu.

7.5.8 An alternative destination for home leave can be requested, provided it is properly justified by the personal circumstances of the Employee, approved by the Head of Human Resources, and requested at least 6 weeks before the planned date of departure. The expenses entailed cannot exceed those that would result from travelling to the normal destination of home leave.

#### 7.6.0 Family Reunification

7.6.1 Should the Partner and Dependent Children of an Employee who is based in the field and under a Contract exceeding 18 months be unable to join the Employee in the country of the Duty Station because it is a Non-Family Duty Station, the Federation will pay the cost of one return journey for the Partner and Dependent Children, up to a maximum of three children, to the country of the Duty Station (provided security clearance is given in advance) or a neighbouring country, under the conditions set out in Regulation 7.5.6. This payment cannot be made

more than once over a 24-month period, alternating with home leave. No payment shall be made in lieu if this benefit is not used.

7.7.0 Unpaid leave

7.7.1 Unpaid leave can be granted with the prior approval of the line-manager endorsed by the Secretary General, except for unpaid parental leave, where the decision rests with the Head of Human Resources. Such unpaid leave can be granted for up to a maximum of six months per leave with the possibility of extension for up to an additional six months. The Secretary General may request that a three-month advance notice be respected before granting such leave.

7.7.2 Unpaid leave for a period exceeding three months shall only be granted to Employees with a Period of Service of more than two years and a satisfactory performance review, unless specific circumstances and the interests of the Federation justify such grant for an Employee not meeting these conditions.

7.7.3 Employees on unpaid leave:

- a) may continue to be covered by the Federation's health and accident insurances and to be members of the Pension Fund, provided they don't have an employment contract with another employer and pay in advance the whole contribution (their own and the Federation's shares) to both schemes on the basis of their last salary; or
- b) may withdraw from the health and accident insurance and the Pension Fund for the period of unpaid leave, without prejudice to their acquired rights in regards to the Pension Fund;
- c) will in all cases be covered by life insurance, provided they pay both their own and the Federation's shares.

7.7.4 The Employee shall give advance notice to the Federation in order to indicate whether he/she plans to return, at the latest three months before the agreed date of return. If the Employee indicates that he/she is intending to return, the Federation shall try to reinstate the Employee in his/her former Post. If this is not possible, the Federation shall assist the Employee in identifying a corresponding Post of a similar grade. Should no suitable Post be found, the Contract may be terminated. This termination will be as follows, as confirmed in writing before the leave of absence commences:

- a) the Employee will benefit from the notice and redundancy indemnity as mentioned under Section 11.5.0 in the following cases of unpaid leave:
  - any unpaid leave shorter than three months;
  - parental leave, including the continuation of maternity leave;
  - for providing palliative care to a Partner, ascendant or descendant;
  - the result of an agreed secondment of the Employee to another organization;
  - a part of the development of that Employee as agreed with Human Resources;
  - a period in between two Assignments as decided by the Federation;
  - an unpaid leave agreed merely in the interests of the Federation.
- b) the notice will be one month and the Employee will not have any right to an indemnity in the following cases of unpaid leave:

- an unpaid leave aimed at allowing the Employee to work for another organization during that period;
- an unpaid leave which was merely in the interests of the Employee.

7.7.5 The Federation shall not be responsible, nor liable to pay any compensation whatsoever, for sickness or accident during unpaid leave. Payment may, however, be made in some circumstances under the terms of the insurance policies mentioned in Regulations 7.7.3.a and 7.7.3.c.

#### 7.8.0 Leave for military or civil defence service or public duties

7.8.1 An Employee who is required to perform compulsory military or civil defence service or who must serve on a jury or perform other public duties in his/her Recognized Home Country, and who is not granted dispensations or exemptions as a result of the Federation's or the Employee's request, shall be authorized to take special leave with pay for a maximum of two months per year. Any required service beyond these two months shall be considered unpaid leave and granted on a case by case basis.

7.8.2 The Employee has the obligation to inform the Federation of any allocation received from their authorities in regards to these duties. This allocation will be offset against the salary received from the Federation for the same period.

#### 7.9.0 Leave for sickness or accident

7.9.1 An Employee is entitled to three working days of continuous absence caused by sickness or accident without a medical certificate from a medical doctor, up to a maximum of ten uncertified days of sick leave or accident leave within the calendar year.

7.9.2 Beyond a period of three working days of continuous absence, sick leave or accident leave is granted upon provision of a valid medical certificate confirming that the Employee is unable to work and indicating the probable duration of the incapacity. However, the Federation reserves the right to have the health status of the Employee verified by a medical doctor appointed by the Federation.

7.9.3 If a valid medical certificate is not received by the Federation, any absence exceeding three working days shall be deducted from annual leave or, when this is exhausted, be considered as leave without pay.

#### 7.10.0 Parental leave

7.10.1 On production of a medical certificate, a female Employee with a Period of Service of less than one year shall be entitled to three months' maternity leave on full pay. The mother will decide at her own discretion when maternity leave starts, provided it is at the earliest one month before the expected date of delivery, and at the latest on the actual day of delivery. Maternity leave will be extended to four months on full pay when the Period of Service is more than one year, and to six months when that period is more than five years. Any period during which the Employee served as Federation Staff-on-Loan will be taken into account in the calculation of Period of Service for parental leave, provided such period was not followed by a period of more than six months during which the person was neither Staff-on-Loan nor a Federation Staff.

- 7.10.2 A leave of 10 working days shall be granted, upon production of a birth certificate, to an Employee who is the Partner of the mother. This leave must be taken in the three months following the birth.
- 7.10.3 In case of legal adoption of a minor child for whom the Employee, as the adopting parent, assumes full care and responsibility, the Employee with a Period of Service of at least one year shall be entitled to three months' leave on full pay. In cases where a child is adopted by two Employees, a leave of three months on full pay will be shared between both parents, at their discretion. This leave must be taken immediately after the date of the adoption.
- 7.10.4 Unpaid leave may be granted for up to twelve months for either parent, based on the terms and conditions of Section 7.7.0.
- 7.10.5 An Employee breastfeeding her child should be allowed to have adjusted working hours during a period of up to 12 months after the birth of the child.
- 7.11.0 Leave for personal reasons
- 7.11.1 Any Employee shall be entitled to paid leave for personal reasons under the following circumstances:
- a) for the Employee's wedding, three days of paid leave;
  - b) for the wedding of his/her child, brother or sister, mother or father, one day of paid leave, and not more than once a year;
  - c) for moving residence, two days of paid leave, whenever the Employee is assigned to a new Duty Station, and not more than once per calendar year if the Duty Station remains the same.
- 7.11.2 Employees who have to travel in relation to leave for personal reasons will not receive additional days, whatever is the distance between the event concerned and the Duty Station.
- 7.11.3 Untaken days of leave for personal reasons will neither be deferred, nor be paid in lieu.
- 7.12.0 Compassionate leave
- 7.12.1 In case of illness of a Dependent Child, or serious illness of Partner, mother or father, an Employee shall be granted a maximum of 10 working days per year in total. After three consecutive working days of absence, a medical certificate shall be provided to Human Resources.
- 7.12.2 In the event of the death of a Partner, child, brother, sister, mother or father, an Employee will be granted a paid leave which duration would be handled on a case by case basis by the Head of Human Resources.
- 7.12.3 Employees who have to travel in relation to compassionate leave will not receive additional days, whatever is the distance between the event concerned and the Duty Station.
- 7.12.4 Untaken days of leave for compassionate reasons will neither be deferred, nor be paid in lieu.

- 7.13.0 Rest and relaxation
- 7.13.1 Separate regulations will define how Rest and Relaxation will be granted to Employees based in hardship Duty Stations and covered by such system.
- 7.13.2 Managers shall ensure that Employees take annual leave and Rest and Relaxation days, in order to cope with work-related stress.

## CHAPTER VIII – TRAVEL AND REMOVAL EXPENSES

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### Rule VIII - Travel and Removal Expenses

8.1. Subject to conditions and definitions prescribed by the Regulations established by Secretary General, the International Federation shall pay the travel and removal expenses of internationally-recruited Staff and, where applicable, of their dependants.

- 8.1.0 Travel authorisation
- 8.1.1 Any travel on official business must be approved in advance by the Employee's line manager.
- 8.1.2 When an Employee takes leave of any kind during a travel on official business, the application for leave should be made and approved before departure from the Duty Station.
- 8.2.0 Travel route and mode of travel
- 8.2.1 Employees travelling on official business must take the most economical and direct route available.
- 8.2.2 Standard modes of travel shall include:
- a) plane – economy class for all airline flights;
  - b) train, including sleepers – by second class unless security considerations require first class;
  - c) car (subject to a security clearance being granted);
  - d) taxi for local travel – when circumstances make it necessary and security considerations allow it.
- 8.2.3 When an Employee travels by an indirect route or adopts a more expensive mode of travel for personal reasons, this must be stated in the Mission order, and he/she shall be reimbursed only the allowable expenses. If the indirect route or mode of travel takes longer than would normally take the direct route and/or standard modes of travel, the extra number of working days spent in travel shall count against annual leave.
- 8.2.4 When travelling by plane, luggage is carried free within weight limits established by the airline, which should be ascertained in advance. Charges for excess luggage require special approval on the expense account form and the payment must be evidenced by proper documentation.

- 8.2.5 The conditions of use of Federation vehicles for official purposes and, in exceptional circumstances, for private purposes, are defined by separate regulations.
- 8.2.6 The Federation does not cover the insurance for private cars used for official travel and does not bear any liability resulting from such use, even if security clearance has been given. As many private car insurance policies do not cover accidents or damage to the car arising from official activities, it is the responsibility of Employees to check their insurance policies before using private cars on official travel.
- 8.2.7 An Employee going on official travel in his/her own car shall be reimbursed a fixed amount per kilometre and all tolls, up to the equivalent of one economy air fare ticket or train ticket, whichever is cheaper.
- 8.3.0 Reimbursement of work-related expenses
- 8.3.1 The Federation will cover travel and accommodation costs incurred by an Employee on official business, in accordance with relevant procedures. A detailed invoice and receipt for accommodation shall be attached to the supporting document. In addition, Employees on official travel shall be paid a per diem/subsistence allowance to cover out of pocket expenses, including but not limited to, meals, laundry and private expenses.
- 8.3.2 An Employee on official travel shall use his/her best efforts to obtain reasonable, safe and appropriate accommodation.
- 8.3.3 All expenses, including business communications (with appropriate details), translators, drivers and storage of Red Cross/Red Crescent property, shall be reimbursed provided they are linked to performance of their Mission and supported by receipts and additional satisfactory justification, validated by Finance Department and approved by the line manager or, as appropriate, the project manager.
- 8.3.4 Every Employee requested to go on official travel must hold a valid passport at his/her own expense. The Federation may pay the cost of a second passport, if, in the opinion of Human Resources, that second passport is required for official purposes. The Federation will obtain any necessary visas required at the Federation's expense. If the Employee's passport is filled primarily on official duty before its date of expiry the cost of its Renewal will be borne by the Federation.
- 8.3.5 No expenses incurred during leave taken while travelling on official business away from the Duty Station will be reimbursed, except for lodging and subsistence during sick leave, and accommodation costs incurred for rest days as per Section 7.4.0.
- 8.3.6 Working advances, in cash or by bank transfer, may be provided to Employees required to travel. Finance Department is responsible for establishing procedures regarding working advances. Any outstanding working advance shall be reimbursed in full before the end of the Employee's Employment Contract, and can be deducted from the last salary payment.
- 8.3.7 Expenses shall be reported on the appropriate form, duly approved by the relevant line manager (or project manager, as appropriate) and submitted to the relevant

Finance Officer within 30 days from the end of travel in accordance with specific regulations established by Finance Department.

8.4.0 Travel insurance

8.4.1 All Employees on official travel, including travel to take up or leave employment shall be covered by special insurance, including insurance against occupational and non-occupational accidents when on official travel to the same conditions as during their work in their Duty Station, in accordance with Chapter VI and subject to the terms of the relevant insurance policies.

8.5.0 Representation expenses

8.5.1 Expenses incurred for official entertainment, in restaurants or at home, of persons external to the Federation Secretariat and/or Federation Staff whose presence is necessary for the occasion will be reimbursed, subject to the approval of the line manager. Maximum unit price (cost of meals per person) is defined by the Head of Office and Finance Department, based on local price levels.

8.5.2 An invoice must be attached to the request for reimbursement, which must state the name of the guests, the organizations they belong to, the name of the host and the purpose of the invitation.

8.6.0 Accommodation

8.6.1 When the accommodation of the Employee is to be provided by the Federation for the full duration of the Assignment:

- a) the Head of Office of the Duty Station shall make appropriate arrangements to ensure appropriate furnished accommodation for those Employees, within the appropriate guidelines established at global and/or Zone level. When an Employee is accommodated in a hotel in the Duty Station, the Federation will reimburse reasonable expenses incurred for laundry and dry-cleaning. Should the Federation cover meals as well, the equivalent amount shall be deducted from Employees Monthly Subsistence Allowance/Per Diem;
- b) an installation indemnity will be paid whenever the Employee is assigned to a new Duty Station. The amount of that indemnity will be defined by Human Resources, taking into account the composition of the family (Partner and children below 21 years of age) joining the Employee at the Duty Station and the cost of living in that location

8.6.2 When the accommodation of the Employee is not to be provided by the Federation for the full duration of the Assignment, the Employee will receive an installation indemnity, paid monthly during the first three months of an Assignment in a new Duty Station. The amount of that indemnity will be defined by Human Resources, taking into account the composition of the family (Partner and children below 21 years of age) joining the Employee at the Duty Station and the cost of living in that location. An Employee will not receive this indemnity if he/she is a resident of the country of the Duty Station at the time of the start of the Assignment (or a resident in the “frontalier area around Geneva” for Employees based in Geneva, unless the Employee decides to move to Switzerland at that time).

8.7.0 Travel to and from Duty Station

8.7.1 The Federation shall pay the travel expenses of Employees:

- a) on engagement, from the last place of residence to the Duty Station;
- b) upon new Assignment, from the place of the last Duty Station to the next Duty Station;
- c) on home leave, as provided in Section 7.5.0;
- d) on termination of engagement.

8.7.2 The travel expenses of the Partner and up to three children below 21 years of age of the Employee to and from the Duty Station, as in Regulation 8.7.1, will be paid subject to the following conditions:

- a) the Employee is assigned to a Family Duty Station;
- b) the Assignment is for a period of one year or more;
- c) a Medical Clearance has been provided by a Federation-appointed medical doctor for the Employee and, where required, for the Partner and children;
- d) the Partner and children are expected to remain in the Duty Station at least six months.

8.7.3 The Partner and children of a deceased Employee shall be entitled to the relocation benefits to which they would have been entitled had the Employee completed his/her Contract.

8.8.0 Removal of personal effects for all Employees

8.8.1 It is the responsibility of the Employee to ensure that all his/her personal effects are in conformity with all relevant customs and other applicable regulations. The Employee will assume all responsibility in the event of any violation.

8.8.2 An Employee wishing to store personal belongings between or during Assignments will have full responsibility to find suitable storage facilities and to pay any related costs. Temporary Short-Term Assignments as per Regulation 5.4.6 will be considered as an Assignment, for the purpose of this Regulation 8.8.2.

8.9.0 Removal of furniture and personal effects for Employees who do not benefit from furnished accommodation and are hired for more than two years

8.9.1 Section 8.9.0 applies to Employees who do not benefit from furnished accommodation paid by the Federation and are hired for two years or more.

8.9.2 On engagement, the Federation shall pay the cost of removal of the furniture and personal effects from his/her last place of residence to the Duty Station, provided the Duty Station is not in the same country as the Employee's last country of residence (unless otherwise decided by Human Resources, should the Duty Station and the Employee's last country of residence be the same).

8.9.3 At the beginning of a new Assignment, the Federation shall pay the cost of removal of the furniture and personal effects from the last Duty Station to the next Duty Station.

8.9.4 At the end of the Employment Contract, the Federation shall pay the cost of removal of the furniture and personal effects to the Recognized Home Country, provided either the Employee has completed a Period of Service of two years or

more, or the Employment Contract was terminated by the Federation while the planned duration of the Contract was two years or more. This benefit will be lost if not used within six months following the end of the Employment Contract.

8.9.5 An Employee who does not benefit from furnished accommodation provided at the Federation's expense and is assigned to a new Duty Station where he/she would benefit from it will be entitled to have the cost of removal of his/her furniture and personal effects to his/her Recognized Home Country paid by the Federation, provided the removal is carried out within two years from the change of Duty Station. If the Employee decides to store furniture and personal effects in the meantime, costs associated to this storage will be borne by the Employee.

8.9.6 For the purpose of Regulations 8.9.2 to 8.9.5, the Federation will cover shipment costs by sea or land transport, including standard insurance for items of a reasonable value, up to the following limitations:

- a) 25 cubic metres, for a single Employee;
- b) five cubic metres added per person, for his/her Partner and children, and up to a maximum of three children below 21 years of age living with the Employee.

8.9.7 In regards to Regulations 8.9.4 and 8.9.5, the Employee may request that his/her furniture and personal effects be moved to another location, provided he/she agrees to cover the difference of cost, if any.

8.10.0 Removal of personal effects for Employees not covered by Section 8.9.0

8.10.1 Section 8.10.0 applies to Employees hired under a Contract of less than two years and to Employees benefiting from a furnished accommodation paid by the Federation.

8.10.2 The Federation will pay the cost of up to 10 kilos of personal excess baggage (handed-over at the airline check-in desk) for all Employees, (and as applicable 10 kilos each to the Partner and/or up to three Dependent Children joining the Employee at the Duty Station) on the outward and return journeys between the Employee's last residence and the Duty Station. In addition, the Federation will pay the cost of transport of unaccompanied baggage according to the following scale:

Length of planned or actual <u>Assignment</u>	Outward Journey	Return Journey
Up to and including 6 months	10 kg	20 kg
6 months and up to 12 months	40 kg	50 kg
12 months and up to 2 years	60 kg	70 kg
2 years and more	80 kg	90 kg

8.10.3 For baggage referred to in Regulation 8.10.2, all the direct reasonable costs of packing, insuring and moving the baggage between the locations will be paid by the Federation. However, any costs, including storage costs, which result from delay in transit or customs clearance that are due to the Employee will be borne by him/her.

- 8.10.4 The Federation may cover more personal property of an Employee as air freight or excess baggage and less as unaccompanied baggage, or otherwise vary the means of transport, if requested by the Employee, provided that the total cost to be reimbursed based on original invoices, does not exceed the amount of the cost that would normally be paid.

## CHAPTER IX – CONDUCT

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### Rule IX - Conduct

9.1. The conduct of all Staff shall be in conformity with the general principles established in these Rules and in the regulations (including codes of conduct) established by the Secretary General.

9.2. Any Staff whose conduct is unsatisfactory may be subject to disciplinary action by the Secretary General.

9.3. If any well-founded charge of misconduct has been made against a Staff and it is considered that his/her continuance in office pending an investigation of the charge might prejudice the service, he/she may be suspended from his/her duties by the Secretary General, until the investigation has been completed.

9.4. No Staff shall be reassigned, suspended or dismissed for serious misconduct before he/she has been notified of the charges made against him/her and has been given an opportunity to reply to those charges.

#### 9.1.0 General principles

#### 9.1.1 Employees are responsible for:

- a) ensuring that they have read and understood the Federation's Internal Rules as provided to them;
- b) undertaking any mandatory training on those topics;
- c) complying with the Federation's Internal Rules, and ensuring that accompanying family members covered under the Federation's legal status do the same.

#### 9.1.2 The Secretary General shall establish a Code of Conduct for all Employees, which shall be considered a key component of the Federation's Internal Rules. Such Code of Conduct:

- a) aims at protecting any person from acts or abstentions by any other person serving the Federation which would be contrary to its Fundamental Principles and its values, as enshrined in that Code of Conduct and other relevant documents;
- b) is automatically part of the Employment Contract of an Employee, even if unsigned by that Employee;
- c) may be revised by the Secretary General in consultation with the Staff Association.

#### 9.1.3 Possible breaches of the Federation's Internal Rules will be considered in accordance with the procedures established below. These procedures do not prevent the Federation from reporting any suspected offense to the relevant

authorities or from pressing charges before any internal process has been completed.

- 9.1.4 In accordance with any existing Status Agreement that may have been concluded between the Federation and a host country, Employees may be granted immunity from the national court system. Such immunity is provided to Employees for the discharge of their functions and must not be abused. The Secretary General shall waive the immunity of any Employee in any case in which he/she considers that such immunity would impede the course of justice and that immunity may be waived without prejudice to the interests of the Federation.
- 9.1.5 All Employees involved in a procedure related to an alleged or proven breach of the Code of Conduct must respect confidentiality, unless the procedure requires them to share information to specific persons in the context of that procedure but only to the extent that this information had to be shared. Any Employee found to have wilfully breached this confidentiality obligation may be subject to disciplinary measures.
- 9.1.6 The Federation has a zero tolerance policy to any form of retaliation against a person who either reports reasonably-held suspicions of breach of the Federation's Internal Rules, or who cooperates in any process carried out under Chapter IX of these Regulations.
- 9.2.0 Report of possible breach of the Federation's Internal Rules
- 9.2.1 Employees have a duty to report a possible breach of the Federation's Internal Rules ("alleged misconduct") through one of the following channels:
- a) directly to Human Resources in Geneva or the field;
  - b) through their line manager(s) or any Senior Manager, who shall as soon as possible direct the matter to Human Resources;
  - c) through the Risk Management and Audit department, who shall as soon as possible direct the matter to Human Resources;
  - d) through other channels officially established by the Federation, such as special phone lines or email addresses, which shall direct the matter to Human Resources.
- 9.2.2 Human Resources should normally acknowledge receipt to any person having reported alleged misconduct within three days from the date of receipt.
- 9.2.3 Alleged misconduct brought to the attention of Human Resources will be properly considered without unnecessary delay and treated with discretion and confidentiality.
- 9.2.4 The Federation will protect the identity of those reporting in good faith any suspicions of breach of the Federation's Internal Rules and take appropriate measures to protect them from retaliation. In case of a reasonable fear of adverse reaction from the person whom they reasonably suspect as having committed a breach of the Federation's Internal Rules or a superior, reports may be made anonymously. In situations whereby the person reporting the incident is needed to provide evidence, that person identity should only be revealed with his/her consent or if required by law. However, in certain situations, the refusal by a person reporting an incident to disclose his/her name to the Employee against

whom the report was made may lead to the impossibility to commence a disciplinary process.

9.2.5 Any accusations, complaints or statements shown to have been made in bad faith and/or maliciously by a person reporting alleged misconduct will be considered a violation of acceptable standards of conduct and will lead to disciplinary measures.

9.2.6 Employees reporting alleged misconduct from which they have directly suffered should be informed of the eventual outcome of the preliminary assessment and/or disciplinary process as well as, if deemed appropriate by the Head of Human Resources, key findings gathered in the process, but shall have no right of access to any related records.

### 9.3.0 Interim measures

9.3.1 Interim measures are temporary measures and do not constitute a disciplinary measure.

9.3.2 The Secretary General may take interim measures at any time if he/she deems it appropriate to protect the interests of the Federation and/or any person as necessary.

9.3.3 Interim measures may include suspending an Employee from work or reassigning him/her to another Post or Duty Station. Any suspension from work as an interim measure will be on full pay and shall not normally exceed 15 days, unless exceptionally authorized by the Secretary General.

### 9.4.0 Preliminary Assessment

9.4.1 Upon receipt of an allegation, the Head of Human Resources, in consultation with the Legal department, shall assess the face value of allegations of misconduct received by Human Resources. Such assessment may include preliminary fact-finding. Where the alleged misconduct might involve fraud or financial matters, Human Resources and the Legal department will consult with the Risk Management and Audit department.

9.4.2 Based on the preliminary assessment of the available information, Human Resources, in consultation with the Legal department, shall make one of the following determinations:

- a) the allegation(s) raises a legitimate concern of possible misconduct that might, if confirmed, constitute a breach of the Federation's Internal Rules; in such case, Human Resources will inform the Secretary General, normally within two weeks from the receipt of the allegation by Human Resources;
- b) the allegation(s) is unsubstantiated and/or raises no legitimate concerns of a possible misconduct; in such case, the matter shall be closed;
- c) the allegation(s) raises issues concerning the performance of an Employee rather than his/her conduct, and/or an interpersonal relationship between the Employee and another person, including another Employee; in such case, the matter may, as appropriate, be addressed through the performance management procedures established in Section 2.6.0 or through a mediation process in accordance with the procedures established in Chapter XII.

9.5.0 Fact-finding investigation

- 9.5.1 Where, according to Human Resources' preliminary assessment, there are legitimate concerns of possible misconduct, the Secretary General shall initiate a fact-finding investigation as soon as possible.
- 9.5.2 Fact-finding may be carried out by internally or externally appointed investigator(s).
- 9.5.3 Any individual requested to serve as investigator, whose ability to make an objective determination may be compromised by a conflict of interest, shall either decline his/her appointment as investigator or withdraw from any on-going investigation.
- 9.5.4 The Employee alleged to have committed a misconduct shall be informed in writing by the Head of Human Resources that he/she is the subject of a fact-finding investigation and the nature of the allegation(s) as soon as practically possible, taking into account the needs of the investigation and the interests of the Federation. He/she shall then be given the opportunity to state his/her case in full, including by submitting any evidence or a statement in writing.
- 9.5.5 In order to gather evidence, the investigator(s) can among other things request information from and interview any Employee or any relevant person in relation to the alleged breach of the Federation's Internal Rules. Employees have a duty to cooperate with the investigator(s) in relation to the gathering of information. The Federation has a duty to protect an Employee and any person involved in an investigation process from any form of retaliation.
- 9.5.6 The investigator(s) shall submit a written report to Human Resources on the facts found pertaining to the alleged misconduct. The report shall be submitted without delay, normally within three months of the start of the investigation. This delay may be extended if the complexity of the case requires it, with the formal approval of the Secretary General.

9.6.0 Determination of allegation(s)

- 9.6.1 On the basis of the fact-finding report and any other information, the Head of Human Resources shall determine, in consultation with the Legal Department and any other relevant department, whether or not there are grounds for charging an Employee with misconduct. That determination should normally be made within two weeks from the receipt of the fact-finding report.
- 9.6.2 If the facts found do not substantiate the allegation(s), the matter will be closed and the Employee will be informed accordingly. At the request of the Employee, Human Resources will consider appropriate communication of this determination to protect the Employee's reputation.
- 9.6.3 If the facts found substantiate the allegation(s) and a determination is made to charge an Employee with misconduct, he/she will be notified in writing by the Head of Human Resources. The charge letter will include:
- a) a description of the nature of the alleged misconduct;
  - b) the facts found upon which Human Resources based its determination;
  - c) the disciplinary measure(s) that might be taken against him/her.

9.6.4 The Employee shall be given the opportunity to respond to the charge letter in writing within a period of 15 days of receipt of the charge letter.

9.6.5 Upon response from the Employee, he/she may be invited to a disciplinary meeting with the Head of Human Resources and/or his/her line manager(s) to discuss the allegation(s) and the facts found. Depending on the nature and gravity of the allegation(s), the Employee may be invited to meet also with the Secretary General and/or his/her designee. The meeting may be held by phone or video conference if needed.

9.6.6 The Employee may be accompanied to any disciplinary meeting by a person of his/her choice.

#### 9.7.0 Disciplinary measures

9.7.1 Any breach of Federation's Internal Rules should be subject to disciplinary measures. No disciplinary measure may be taken by the Federation except in accordance with the disciplinary process set out in this Chapter IX.

9.7.2 The Secretary General shall determine the appropriate disciplinary measure, if any, based on a recommendation from the Head of Human Resources, in consultation with the Legal Department. The recommendation shall be based on the evidence as a whole, including the fact-finding investigation and any written response submitted by the Employee. The Head of Human Resources may decide to convoke a disciplinary panel to assist in the provision of this recommendation in this regard. The Employee shall be informed of the Secretary General's determination normally within two months of receipt of the Employee's response to the charge letter (or if no response is received within two months from the date of the charge letter).

9.7.3 The Secretary General may take one or more disciplinary measures (taking into account the nature and severity of the misconduct and any mitigating circumstances) such as:

- a) letter of warning;
- b) final letter of warning;
- c) suspension without pay;
- d) re-assignment;
- e) termination of employment with a notice period;
- f) termination of employment without a notice period where the misconduct is considered to be of a very serious nature, or where the Employee has previously been issued with a final letter of warning.

#### 9.8.0 Additional measures

9.8.1 In addition to disciplinary measures, the Secretary General may decide to take one or more additional measures, such as:

- a) suspending a part or the whole of the payment of the Employee's salary and/or unpaid benefits, for any financial loss incurred by the Federation (other than sums considered owed to the Federation as foreseen in Regulation 4.6.2) as a result of the Employee's breach of the Federation's Internal Rules, pending a decision from the relevant judicial or arbitral body;
- b) actions to safeguard or restore good working relations, such as a letter(s) of apology or mediation;

- c) external measures, including reporting an incident to relevant authorities or pressing criminal or civil charges;
- d) training to improve skills or address behavioural issues, at the Employee's expense.

9.9.0 Personnel file

9.9.1 Should a disciplinary process be initiated, the charge letter, any written statements received from the Employee in accordance with the steps outlined above, as well the record of disciplinary measures issued, if any, and other relevant documents shall be kept in the Employee's personnel file.

9.9.2 When disciplinary measures have been taken, an Employee may request Human Resources to remove from his/her personnel file documentation pertaining to those allegations after eight years of continuous employment without further allegations.

9.9.3 Any warning given by a line manager for minor behavioural issues and outside of a disciplinary process during the normal course of working relations falls outside of the formal disciplinary process and is not considered a disciplinary measure. Any such warning will not be recorded in the Employee's personnel file, unless it is later considered in the context of a disciplinary process.

9.10.0 Appeal of a disciplinary measure

9.10.1 Employees have a right to appeal any disciplinary measure in accordance with the procedures established in Chapter XII.

9.10.2 Under no circumstances will the initiation of an appeal suspend the effect of the disciplinary measure(s), including termination of employment.

## **CHAPTER X – STAFF ASSOCIATION**

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### **Rule X - Staff Association**

10.1. Staff shall have the right to set up an official association in accordance with the articles of 1948 ILO Convention on Freedom of Association and Protection of the Right to Organise.

10.2. The Staff Association shall define its objectives with the object and functions of the International Federation in mind. The main goal of the Staff Association shall be to defend and protect the rights and interests of Staff.

10.3. The Secretary General shall set up a Joint Staff and Management Committee for which he/she will draw up special regulations. The Staff Association shall represent the Staff of the International Federation on this Committee.

10.4. The Staff Association shall also represent the Staff of the International Federation on the Joint Appeals Commission established by the Secretary General in accordance with Rule XII, para 1 of these Rules, should such a mechanism include management representatives.

10.5. The Secretary General shall take the necessary steps to ensure that the Staff Association is able to function in accordance with its mandate and that Staff have the opportunity to participate actively in discussions on measures of interest to them.

10.1.0 Staff Association

10.1.1 In matters concerning employment policy or working conditions, the Staff Association, through its duly elected representatives, shall be consulted and recognized by the Secretary General as representing the views of the Employees.

10.1.2 Membership of the Staff Association is open to all Employees, except the Secretary General.

10.1.3 An Employee cannot serve on the Staff Association Committee if this would lead to a conflict of interest with his/her official duties.

10.1.4 Employees serving on the Staff Association Committee and its official designees representing the Staff Association in working groups and/or committees required to implement these Staff Regulations or requested by the Secretary General shall be allowed reasonable time during the working week to carry out their duties as due staff representatives. While all Employees are expected to meet their job objectives as agreed with their line managers, these managers should:

- a) take into account the time to be spent by an Employee in regards to Staff Association-related work or responsibilities, when setting Employee's objectives;
- b) take into account the time actually spent for the same purposes, at the time of performance evaluation, allowing this to be recorded in the Employee's performance.

10.1.5 The Federation shall ensure that no Employee is sanctioned in any way whatsoever as a result of him/her being or not being a member or a representative of the Staff Association.

10.2.0 Joint Staff and Management Committee (JSMC)

10.2.1 The JSMC shall be composed of six members having equal rights, three appointed by the Secretary General to represent the Management, and three appointed by the Staff Association Committee to represent the Employees. The Secretary General and the Staff Association Committee should also nominate two alternate members to the JSMC.

10.2.2 The Secretary General shall appoint a co-Chair of the JSMC, and the Staff Association Committee shall appoint the other co-Chair.

10.2.3 Members of the JSMC shall be appointed for a renewable period of two years. In case of vacancy, a new member shall immediately be appointed in accordance with Regulation 10.2.1.

10.2.4 The JSMC shall:

- a) promote good working relations and communication within the Secretariat and facilitate decision-making for the benefit of all parties;
- b) be consulted on decisions affecting Employees before they are taken;
- c) be competent to consider all questions relating to personnel policy and matters covered in the Staff Regulations and their interpretation, excluding the examination of individual cases;
- d) examine or make proposals for amendments to the Staff Regulations.

10.2.5 Both the Staff Association and Management shall have the right to bring to the attention of JSMC issues related to regulations, policies and practices.

- 10.2.6 The JSMC may invite to its meetings other Employees whose statements or advice it may deem useful or necessary.

## CHAPTER XI – TERMINATION OF EMPLOYMENT

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### Rule XI - Termination of Employment

11.1. Any Staff may resign on giving one month's notice per year of service up to six months, unless waived by the Secretary General, or otherwise stipulated in their contract of employment.

11.2. In case of termination of a contract early, notice shall be given, as set in the employment contract and/or the applicable Regulations established by the Secretary General.

11.3. Staff shall retire at the end of the month in which they reach the retirement age prescribed in the applicable Regulations established by the Secretary General, or applicable national law.

11.4. Staff entitled to a disability pension shall be put on the retired list for disability reasons.

11.5. Fixed-term contracts shall come to an end automatically on completion of the agreed period of service. Renewal of fixed-term contracts shall be preceded by advance notice as prescribed in the Regulations established by the Secretary General.

11.6. When a post is abolished, the services of the holder of that post may be terminated early, if no other post is available. A Staff whose contract is terminated under this provision shall receive adequate termination notice and compensation as prescribed by the Regulations established by the Secretary General or as otherwise provided in the contract of employment.

11.7. The Secretary General may terminate the employment of Staff in the interests of the organisation as governed by the jurisprudence of the International Labour Organization's Administrative Tribunal, or whose services are unsatisfactory. In the case of termination due to unsatisfactory performance, the individual shall first be given a warning in writing and a reasonable time to improve the quality of his/her services. The reasons for the termination of the employment of Staff to which Rule 5.4 applies shall be reported by the Secretary General to the Governing Board at its next session.

#### 11.1.0 General principles

11.1.1 In addition to the automatic end of a fixed-term Contract on completion of the agreed period of service (11.2.0), any Employment Contract can be terminated on any one of the following grounds:

- a) resignation of the Employee (11.3.0);
- b) mutual agreement (11.4.0);
- c) redundancy (11.5.0);
- d) unsuccessful re-Assignment (11.6.0);
- e) unsatisfactory performance (11.7.0);
- f) misconduct (11.8.0);
- g) health reasons (11.9.0);
- h) retirement of the Employee (11.10.0);
- i) death of the Employee (11.11.0);
- j) exceptional circumstances (11.12.0);
- k) abandonment of Post (11.13.0).

11.1.2 An Employment Contract cannot be terminated on the basis of Sections 11.5.0, 11.6.0, 11.7.0 or 11.12.0:

- a) when an Employee is on sick or accident leave, unless the Employee has been on such leave for a cumulated time of more than six months over a period of one year;
- b) during pregnancy and parental leave.

11.1.3 An Employment Contract cannot be terminated:

- a) because of a personal characteristic inherent to the Employee, unless such characteristic affects the employment relationship or significantly impairs his/her work with the Federation;
- b) for the sole reason that an Employee is, or is not, a member or a representative of the Staff Association;
- c) for the sole reason that an Employee has, in good faith and without malicious intent, reported a breach of the Federation's Internal Rules or asserted a claim;
- d) because the Employee performs compulsory military service, civil defence service, or a legal duty not voluntarily assumed.

11.1.4 The Employment Contract of an Employee under probationary period can be terminated as per Regulation 5.8.4.

11.2.0 Automatic end of a fixed-term Contract on completion of the agreed period of service

11.2.1 Fixed-term Contracts shall come to an end automatically on completion of the agreed period of service.

11.2.2 The end of a fixed-term Contract at its normal term does not create a right for the Employee to have his/her Contract automatically renewed or extended. However:

- a) should the end of a fixed-term Contract fall after the 30<sup>th</sup> week of pregnancy of an Employee, her Contract will be extended up to the end of the maternity leave she would have been entitled had her Contract continued;
- b) the Employee will be given due consideration for Extension or Renewal of the Contract with an Assignment in the same Post, provided:
  - i. the Post continues with a similar job description;
  - ii. the conduct and performance of the Employee are satisfactory;
  - iii. neither the nature of the Post nor the living conditions in the Duty Station require the holder to be changed on a regular basis.

11.2.3 A fixed-term Contract may be renewed or extended as many times as agreed between the Federation and the Employee.

11.2.4 The decision to renew, to extend, not to renew, or not to extend, a fixed-term Contract shall be notified to the Employee, together with the reasons for non-Renewal or non-Extension, by a written notice depending on the duration of his/her Contract, as follows:

- a) at least one month before the end of the Contract, for any Contract of one year or less;
- b) at least two months before the end of the Contract, for any Contract longer than one year, but shorter than two years;
- c) at least three months before the end of the Contract, for any Contract of two years and more.

11.2.5 If the notice is not given as per Regulation 11.2.4, the Contract shall be extended in order to cover the duration of the notice, counted from the first day of the following month.

11.2.6 An Employee who has been under a Federation fixed-term Contract for a Period of Service of four years or more and whose Contract is not renewed or extended by decision of the Federation will receive an “End-of-Contract Payment”, the amount of which is defined as follows:

<u>Years of Period of Service</u>	<u>Amount of the “End-of-Contract Payment”, expressed in number of months of the last gross salary</u>
Up to 4 years	0
4 to 5 years	1
5 to 6 years	2
6 to 7 years	2.5
7 to 8 years	3
8 to 9 years	3.5
9 to 10 years	4
10 to 11 years	5
11 to 12 years	6
12 to 13 years	7
13 to 14 years	8
14 to 15 years	9
15 to 16 years	10
16 to 17 years	11
17 years and more	12

11.2.7 The End-of-Contract Payment will not be paid when the Contract is not renewed or extended because the Employee resigned, retired, or did not apply to Posts at the grade of his/her last Post for which he/she met the requirements, or when the Contract was terminated by the Federation before the normal term.

11.2.8 Any Period of Service for which the Employee has already received a redundancy indemnity, or an End-of-Contract Payment, or any mutually agreed pay outs shall not be taken into account to determine the applicable notice period or the amount of the End-of-Contract Payment for the current Contract.

11.3.0 Resignation of the Employee

11.3.1 An Employee can terminate his/her Contract at any time, provided he/she gives the Federation an appropriate notice as follows, as a general waiver of the notice periods required by Rule 11.1:

- a) for any Contract during a probationary period, a one month notice, in accordance with Regulation 5.8.4;
- b) for any Contract of one year or less, a one month notice;
- c) for any Contract longer than one year, but shorter than two years, a two months notice;
- d) for any fixed-term Contract of two years or more and any open-ended Contract, a three months notice, unless otherwise specified in his/her Employment Contract (in such a case, the notice period shall not exceed the duration set out in Rule 11.1).

- 11.3.2 Under request of the Employee, and subject to the formal approval of his/her line manager, the required notice period can be shortened or waived by the Secretary General.
- 11.3.3 An Employee who resigns before completing two years of continuous employment for the Federation shall forfeit all entitlement to personal travel for his/herself, his/her Partner and/or children and removal of their personal effects at the Federation's expense.
- 11.4.0 Mutual agreement
- 11.4.1 The Federation and an Employee may decide by written mutual agreement to terminate his/her Employment Contract, provided that the conditions set out in such mutual agreement are formally approved by the Secretary General.
- 11.5.0 Redundancy
- 11.5.1 An Employee's Contract, whether fixed-term or open-ended, may be terminated for reasons of redundancy when the Post to which that Employee was appointed is abolished, as formally approved by the Secretary General, upon recommendation of Human Resources and the Senior Manager concerned. However, Employees who are under an Employment Contract stipulating that they will have several Assignments under that Contract, and whose Post is abolished, will not be subject to Section 11.5.0: should a re-Assignment not be successful after the abolition of the Post they held, they will be subject to Section 11.6.0.
- 11.5.2 In such a case, the Employee shall be given notice, the duration of which is one month per year of Period of Service, up to a maximum of six months, and subject to Regulation 11.5.6.
- 11.5.3 Once it is determined that a Post will be abolished, Human Resources shall make its best efforts to identify alternative employment in the Federation for which the holder of the Post may be suitable. The Federation shall also offer reasonable assistance to the Employee to help him/her find employment opportunities outside the Federation. However, the Federation has no obligation to offer Temporary Short-Term Assignments or acting tasks to Employees in such situation.
- 11.5.4 If, at the end of the notice period, the Employee has not been selected to another Post, his/her Contract will come to an end and he/she will be entitled to receive a redundancy indemnity. The Employee risks forfeiting his/her right to such indemnity if, during the notice period, he/she did not apply to alternative Posts relevant to his/her skills and experience and at the same grade or above, or does not accept any such reasonable offers.
- 11.5.5 The amount of the indemnity for redundancy is one month of the last salary per year of Period of Service (with an uncompleted year counting as full year) up to a maximum of twelve months, and subject to Regulation 11.5.6.
- 11.5.6 Any Period of Service for which the Employee has already received a redundancy indemnity, or an End-of-Contract Payment, or any mutually agreed pay outs shall not be taken into account to determine the applicable notice period and the subsequent redundancy indemnity.

- 11.5.7 In addition to the indemnity mentioned in Regulation 11.5.5, an Employee with a Period of Service of eight years or more, whose Post is made redundant according to Section 11.5.0, at a time within three years from his/her possible early retirement age according to the regulations of the Pension Fund, will be compensated with an amount corresponding to the Federation's contribution to the Pension Fund up to the date of possible eligibility for early monthly retirement pension paid by the Pension Fund.
- 11.6.0 Unsuccessful re-Assignment
- 11.6.1 When an Employee whose Employment Contract stipulates that he/she has more than one Assignment under that Contract was not successfully assigned to another Post, his/her Employment Contract can be terminated under the same conditions as those defined under Regulations 11.5.2 to 11.5.7. However, the notice of termination cannot be given less than three months after the end of the last Assignment (Temporary Short-Term Assignments are not taken into account to compute this date).
- 11.6.2 The Employee risks forfeiting his/her right to such indemnity if, during the notice period, he/she did not apply to alternative Posts relevant to his/her skills and experience and at the same grade or above, or does not accept any such reasonable offers, including reasonable Temporary Short-Term Assignments. An Employee who refuses once an offer made in the context of the Global Mobility Programme does not forfeit his/her right to the above-mentioned indemnity, even if no reasons are given for that refusal. However, further refusals will lead to the forfeit of his/her right to indemnity, unless this refusal is resulting from compelling reasons preventing the Employee to accept an offer.
- 11.7.0 Unsatisfactory performance
- 11.7.1 An Employee's Contract may be terminated for unsatisfactory performance provided he/she was given the opportunity to improve his/her performance in accordance with the procedures established in Section 2.6.0.
- 11.7.2 The Employee shall be given one month notice of termination starting from the end of the three-month improvement period.
- 11.8.0 Misconduct
- 11.8.1 An Employee's Contract may be terminated following the completion of a disciplinary process as established in Chapter IX.
- 11.8.2 In case of termination for misconduct, the date of termination of Contract shall be set by the Secretary General.
- 11.8.3 An Employee whose Contract is terminated for misconduct shall have no right to any indemnities.
- 11.9.0 Health reasons
- 11.9.1 After a continuous sick leave of six months and based on the opinion of a medical doctor appointed by the Federation, the Employment Contract of an Employee declared as suffering from a full or partial disability may be terminated. The

nature and degree of disability will be assessed by a medical expert appointed by the Pension Fund. The final decision regarding the granting of a disability pension by the Pension Fund is taken by the Board of the Pension Fund.

- 11.9.2 For partial disability, if no suitable Post can be found taking into account the particular disability of the Employee, a proportionate part of the redundancy payment will be made as per Section 11.5.0.
- 11.9.3 When an Employee who does not qualify for partial or full disability has been on sick or accident leave for more than six months over a period of one year and does not get Medical Clearance (including for an alternative Assignment or adapted conditions of work), his/her Employment Contract can be terminated by the Federation. In such case:
- a) the notice will be the same as the one applying to redundancy. However, the notice will be one month if the Employee is eligible to benefit from a disability pension;
  - b) the indemnity will be as per Regulation 11.5.5, less any disability benefits to be paid by the Pension Fund in the 12 months following the termination of the Employment Contract.
- 11.9.4 On exceptional humanitarian grounds, the Secretary General may decide that an Employee who meets the criteria defined under Regulation 11.9.3 will remain under an Employment Contract until he/she benefits from pre-retirement, from retirement, or from a disability pension and in any case at the latest when the Employee ceases to be covered by the insurance against loss of salary.
- 11.10.0 Retirement of the Employee
- 11.10.1 Employees shall retire at the end of the month in which they reach the retirement age fixed by Swiss legislation, at which date their Employment Contract shall be terminated without notice. However, the Secretary General has the full discretion to re-engage a retired Employee, to continue employing an Employee who has reached the retirement age, or to employ a person above that age, under a post-retirement Contract. Such Contract may include limitations in terms of salary and benefits granted to the individual concerned, as deemed appropriate by Human Resources.
- 11.10.2 An Employee who retires before the retirement age fixed by Swiss legislation may benefit from an early retirement pension, subject to the Pension Fund regulations and the approval of the Employee's application by the Pension Fund.
- 11.11.0 Death of the Employee
- 11.11.1 The Employment Contract shall automatically terminate upon the death of the Employee.
- 11.11.2 Payment of salary will be made in accordance with Regulation 4.1.6.
- 11.11.3 Contribution to the educational fees of his/her surviving children will be made in accordance with Regulation 4.9.5.
- 11.11.4 Compensation to his/her surviving Partner or other survivors will be made in accordance with Regulation 6.9.5.

- 11.11.5 The Federation and/or its insurance company will bear the costs of transportation of the remains from the place of death to the place of the funerals.
- 11.11.6 Any internal appeals request from the heirs of a deceased Employee will be made in accordance with Regulations 12.4.2.c and 12.6.1.b.
- 11.12.0 Exceptional circumstances
- 11.12.1 The Secretary General may terminate the Contract of an Employee when the continuation of the employment is, in good faith, no longer workable, including, but not limited to, in the following circumstances:
- a) if facts anterior to the engagement of the Employee and relevant to his/her suitability come to light that, if they had been known by the Federation at the time of conclusion of Contract, should have precluded his/her engagement;
  - b) in cases where the Federation is officially denied by local authorities that the Employee legally remains in his/her Duty Station, at no fault of his/her own. In such case, the Federation may terminate the Employment Contract, provided that Contract was stipulating that the Employee would not have more than one Assignment under that Contract, and provided the Employee is given a notice period of one month (or three months after three years of Period of Service). The Federation will do its best efforts to help the Employee identifying another Post within the Federation.
- 11.12.2 The notice period and indemnity entitlement in such cases will be at the discretion of the Secretary General.
- 11.13.0 Abandonment of Post
- 11.13.1 An Employee absent from duty without satisfactory explanation for more than 15 days shall be considered to have abandoned his Post and his appointment shall be terminated without indemnity provided that the Federation made every reasonable attempt to locate such an Employee prior to termination of his/her appointment. The termination entitlements of an Employee who is considered to have abandoned his/her Post shall be considered forfeited unless otherwise determined by the Head of Human Resources.
- 11.14.0 Consequences of termination
- 11.14.1 Upon termination of the Employment Contract for any reason, an Employee shall return any property of the Federation to the latter (including Federation ID Card, badge, computer, cell phone and other devices) as well as the “carte de légitimation” and similar documents issued to the Employee, his/her Partner and children or other dependents. Whole or a part of the payment of the last salary or benefits may be withheld by the Federation until all such property is returned to the Federation.
- 11.14.2 Upon termination of the Employment Contract, Human Resources shall issue a certificate of employment of the Employee, stating:
- a) the nature of his/her duties;
  - b) the length of his/her service; and
  - c) at the request of the Employee, a reference summarising his/her performance and conduct.

## CHAPTER XII – APPEALS

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### Rule XII - Appeals

12.1. The Secretary General shall set up an Appeals Commission, which shall have the mandate to advise the Secretary General in the case of an appeal by a staff member who has concluded a contract of employment with the International Federation which is not governed by national law against an administrative or disciplinary decision on the terms of engagement, conduct or termination of employment. The Secretary General shall also lay down the terms of reference of such a Commission.

12.2. In the event of a dispute between the Secretary General and a Staff not being settled by mutual agreement, alleging non-observance, in substance or in form, of the terms of appointment of staff and of provisions of the Staff Rules and the Regulations established by the Secretary General, the difference shall be settled either by the applicable national labour courts or by the Administrative Tribunal of the International Labour Organisation, as determined by the Secretary General.

#### 12.1.0 General principles

12.1.1 The Federation has established procedures for dealing promptly and fairly with Employees' grievances where an Employee alleges an infringement of:

- a) the Staff Rules, Staff Regulations, including the Code of Conduct, and other regulations as may be established by the Secretary General affecting the terms of employment with the Federation; and/or
- b) the rights enjoyed under his/her Employment Contract with the Federation.

12.1.2 Where a grievance has not been resolved through either the informal process outlined below (Section 12.2.0) or the formal process (Section 12.3.0), an Employee may submit an appeal against a final administrative decision on the matter by the Head of Human Resources to the Appeals Commission, in accordance with Section 12.4.0.

12.1.3 Disciplinary measures taken in accordance with Chapter IX are not subject to the informal and formal grievance procedures, but may be appealed in accordance with Section 12.4.0.

12.1.4 In addition, where an Employee has difficult relations with another Employee, without alleging any breach of the Code of Conduct by the latter or having a grievance against the Federation, the former may request Human Resources to facilitate the improvement of that relationship or to prevent its further deterioration through mediation. This mediation may be carried out, as decided by Human Resources, by an Employee or an external person.

#### 12.2.0 Informal process of grievance

12.2.1 An Employee should raise a grievance in the first instance directly with his/her line manager.

12.2.2 If the grievance is not resolved or if the issue involves the Employee's line manager, the Employee should bring the matter directly to attention of his/her second level line manager, if applicable, unless the Employee has justifiable reasons why this would not be possible.

- 12.2.3 At any time during the discussions with his/her line manager(s), or if the Employee has justifiable reasons why he/she is unable to address his/her grievance directly with his/her line managers(s), he/she may consult with the Head of Human Resources and request Human Resources to facilitate an informal resolution of the matter and/or to advise on the applicable rules and the process for submitting a formal complaint to Human Resources, as per Section 12.3.0.
- 12.2.4 The Employee may bring the question to the Staff Association, who may raise the question directly to the Intake Group (an informal Management/Staff Association group comprising two representatives of the Staff Association, a representative from Human Resources and a representative from Legal Department). The Intake Group shall handle all matters confidentially and will make recommendations or take appropriate steps to try and resolve the issue, according to its Terms of Reference (Annex 3 to these Regulations). However, no minutes will be taken during the meetings of the Intake Group, and its members cannot disclose information shared in those meetings to the Appeals Panel or to the ILOAT. The Employee may also approach the Staff Association for support and assistance with their grievance.
- 12.3.0 Formal grievance process (administrative review)
- 12.3.1 If the grievance has not been resolved to the Employee's satisfaction through informal means, he/she may bring a formal written complaint using the attached Grievance Record form (Annex 4 to these Regulations) directly to the attention of the Head of Human Resources who shall start the administrative review of the matter.
- 12.3.2 The Head of Human Resources, in consultation with the Legal Department and if appropriate the Employee's line manager(s), shall determine how to proceed with the complaint within 30 days of its receipt, as follows:
- a) grievance relating to an Employee's performance: the matter will be considered by the Head of Human Resources in consultation with the relevant line manager(s) in accordance with the performance review procedures outlined in Chapter II;
  - b) grievance alleging an infringement of the Staff Rules or Staff Regulations affecting the terms of the Employee's employment and/or his/her rights under the terms of his/her Employment Contract: the Head of Human Resources will conduct a review of the matter and provide the Employee with his/her final administrative decision in writing, normally within 60 days of receipt of the written complaint, unless the complaint is related to a possible breach of the Code of Conduct, in which case the process under c) below shall apply;
  - c) grievance alleging a breach of the Federation's Internal Rules: the matter will be considered by Human Resources in consultation with the Legal Department in accordance with the Federation's disciplinary procedures as set out in Chapter IX. Where an Employee alleges a possible breach of the Code of Conduct affecting his/her employment with the Federation, the Head of Human Resources shall inform the Employee of the outcome of his/her grievance only once any fact-finding or disciplinary process is concluded and the Secretary General has issued his/her final decision on the matter.

- 12.3.3 During the administrative review process, the Head of Human Resources shall consult with the Legal Department and, if appropriate, the Employee's line manager(s) and/or other relevant department as appropriate.
- 12.3.4 At any time during the grievance process, Human Resources may refer the matter to an informal dispute settlement mechanism, such as mediation, subject to the agreement of the Employee(s) concerned. The recourse to an informal dispute settlement mechanism will freeze any time period stipulated in Chapter XII, until the time the dispute is settled or until one of the parties involved considers that the process has failed.
- 12.4.0 Internal appeals
- 12.4.1 Where an Employee is not satisfied with either a final administrative decision affecting the terms of his/her employment and taken or confirmed after completion of the grievance process, or with a disciplinary measure taken in accordance with Chapter IX, the Employee may appeal to the Appeals Commission.
- 12.4.2 Individuals entitled to lodge an appeal with the Appeals Commission are limited to:
- a) Employees;
  - b) former Employees, in regards to their service for the Federation;
  - c) heirs of a deceased Employee who succeeded to his/her rights on the Employee's death and demonstrated that they are duly qualified to act on his/her behalf.
- 12.4.3 Under no circumstances will the appeal procedure suspend the effects of the challenged decision.
- 12.5.0 Appeals Commission
- 12.5.1 The mandate of the Appeals Commission is, through a Panel constituted by five of its members, to make a recommendation to the Secretary General in regards to an internal appeal.
- 12.5.2 Members of the Appeals Commission include nine persons:
- a) four members nominated by the Staff Association and four members nominated by Management, all eight being appointed by the Joint Staff and Management Committee;
  - b) an external person who will serve as Chair of the Appeals Commission, appointed by the Secretary General after nomination by the Joint Staff and Management Commission, upon proposal from Human Resources and Legal Department. The Chair of the Appeals Commission shall have relevant expertise in the administration of international civil service and human resources-related matters, be independent, have no conflict of interest in regards to that task, and not be a current Federation Staff or a current member of any Federation body, commission or committee.
- 12.5.3 No Employee may be both a member of the Appeals Commission and the Joint Staff and Management Commission.

- 12.5.4 Members of the Appeals Commission shall serve a mandate of two years from the date of their appointment, renewable once, except for the Chair, who holds a six-year mandate, not renewable. In case of vacancy, a replacement shall immediately be appointed. For continuity purposes, members should serve until the end of a pending appeal.
- 12.5.5 All members of the Appeals Commission shall be briefed by the Legal Department on the appeals procedure and their responsibilities as members of the Appeals Commission.
- 12.5.6 The Secretary General will designate an Employee, who shall not be a member of the Appeals Commission or the Joint Staff and Management Commission, to serve as Secretary of the Appeals Commission. He/she will receive all correspondence addressed to the Appeals Commission, be the keeper of the records, and assist in any necessary correspondence from the Appeals Commission or the Appeals Panel.
- 12.5.7 The role of the Chair of the Appeals Commission will be defined in Terms of Reference issued by the Secretary General upon proposal from the Joint Staff and Management Commission. The Chair cannot be employed as a Staff or a consultant by the Federation in the three years following the end of his/her mandate.
- 12.6.0 Request for internal appeals
- 12.6.1 Any appeal shall be made within the following time limits:
- a) for Employees and former Employees, 90 days from the date of notification of the final administrative decision or disciplinary measure impugned;
  - b) for heirs of a deceased Employee, one year from the date of the Employee's death.
- 12.6.2 An appeal should be sent by registered mail to the Secretary General or hand-delivered to the Secretary General against receipt. The Secretary General may also accept an appeal request sent by fax or email, provided a paper copy of the appeal is sent by registered mail.
- 12.6.3 The appeal shall include:
- a) the text of the decision against which the appeal is made;
  - b) a description of the relevant facts related to the appeal;
  - c) any relevant information considered useful by the appellant to support his/her appeal;
  - d) the language (English or French) in which the appellant wants the proceedings to take place.
- 12.7.0 Selection of an Appeals Panel
- 12.7.1 Upon receipt of an appeal, the Secretary General will immediately notify the Chair of the Appeals Commission. The Chair shall then establish an Appeals Panel composed of himself/herself, two members among those nominated by the Staff Association, and two members among those nominated by Management, within one month from the receipt of the internal appeal. The Chair, as agreed with the President of the Staff Association and the Head of Human Resources may decide that the Appeals Panel is only composed of the Chair, one member

among those nominated by the Staff Association, and one member among those nominated by Management.

12.7.2 The Chair or, if appropriate, the Secretary General, should ensure that no member has a professional or personal conflict of interests in being member of that Panel.

12.7.3 The names of the members of the Appeals Panel must be communicated to the appellant, who is entitled to object to the composition of the Panel within 15 days from that communication, should the appellant consider that an objective review of the appeal may be compromised by a conflict of interest affecting one or more of the members of the Panel.

#### 12.8.0 Appeals proceedings

12.8.1 The Appeals Panel shall first determine the receivability of the appeal. If the appeal is not deemed receivable, the Appeals Panel shall communicate this decision to the Secretary General who shall transmit it to the appellant.

12.8.2 In principle, the appellant should present his/her claim(s) before the Appeals Panel in person. However, the appellant may request another Employee to represent or to assist him/her, provided that Employee is neither a member of the Appeals Commission of the Joint Staff and Management Committee, nor a member of the Legal or Human Resources departments.

12.8.3 The Appeals Panel may hold oral hearings, unless it considers that the written documentation is sufficiently clear and substantiated. The Appeals Panel shall be empowered to summon before it Federation Staff, to request interviews with relevant other persons, and to request and obtain relevant documentation. Due attention should be paid to the privacy of the appellant or other Staff when documents of a medical character are involved.

12.8.4 All proceedings are confidential. All Panel members and any person involved in the appeal process is bound by confidentiality in regards to information received in the course of the appeal process.

12.8.5 The Appeals Panel should seek to adopt its procedural decisions and its report by consensus. However, should a vote be necessary and a tie take place, the Chair will have a casting vote.

#### 12.9.0 Report of the Appeals Panel

12.9.1 The Appeals Panel's report shall contain:

- a) a copy of the decision impugned;
- b) the relevant facts submitted by the appellant and other persons involved;
- c) the documents received from both parties or relevant extracts of those;
- d) the date of oral hearings and interviews and the names of the persons interviewed;
- e) the Appeals Panel's factual findings and reasoning;
- f) recommendations to the Secretary General and, if any, dissenting opinions.

12.9.2 The Appeals Panel should deliver its report to the Secretary General, with copy to the Secretary of the Appeals Commission, within three months from the date of communication of the composition of the Appeals Panel to the appellant.

- 12.9.3 The Secretary General may grant one extension to the Appeals Panels, provided the overall timeframe for an appeal proceeding does not exceed six months in total, from the date of communication of the composition of the Appeals Panel to the appellant. This one-time extension will be granted under exceptional circumstances including, and not limited to, the number of hearings held and other relevant persons interviewed and the number of documents to be reviewed by the Appeals Panels. If the appellant agrees, the Secretary General may grant a further extension.
- 12.10.0 Final decision of the Secretary General
- 12.10.1 Within one month from receipt of the Panel's report, the Secretary General may refer a case back to the Appeals Panel for further information. In such a case, the Appeals Panel must transmit to the Secretary General its conclusions, revised or not, within one month.
- 12.10.2 The Secretary General shall communicate his/her final decision in writing to the appellant along with a copy of the Panel's final report, within two months of the receipt of that report.
- 12.11.0 External Appeals
- 12.11.1 If a dispute between the Secretary General and an appellant is not satisfied by the outcome of the internal appeal procedure and a mutual agreement cannot be reached between the appellant and the Federation, the final decision can be the subject of an external appeal to the ILOAT, to the exclusion of all national courts.
- 12.11.2 The jurisdiction of the ILOAT shall only apply to claims from Employees having concluded an Employment Contract with the Federation, to the exclusion of Staff-on-Loan, volunteers, consultants, interns or National Staff.
- 12.11.3 Appeals to the ILOAT shall be made within 90 days of the final decision of the Secretary General under Regulation 12.10.2, if an appellant still alleges non-observance, in substance or in form, of the terms of his/her appointment, provisions of Staff Rules, Staff Regulations or any source of regulation established by the Secretary General.
- 12.11.4 Under no circumstances, will the filing of an external appeal with the ILOAT suspend the execution of the appealed decision.

## CHAPTER XIII – GENERAL PROVISIONS

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### Rule XIII - General Provisions

13.1. All previous provisions concerning Staff which may be in conflict with these Rules shall hereby be cancelled.

13.2. The provisions of these Rules may be amended by the General Assembly, after consultation with the Secretary General, without prejudice to the existing rights of Staff.

13.3. The Secretary General shall report annually to the Governing Board on any amendments which he/she has made to the Regulations established by him/her under Rule I, para 4 of these Rules.

13.4. The Secretary General may delegate to the Deputy Secretary General and/or the Under Secretaries General or Directors such of his powers as he considers necessary for the effective implementation of these Rules.

13.5. Should the meaning of one of the above Rules be in doubt, the Secretary General shall be authorised to decide on the interpretation to be given to that Rule, subject to this interpretation being verified by the Governing Board at its next meeting.

13.1.1 In the event of discrepancies between the English, French, Spanish and Arabic versions of these Staff Regulations, the English text shall prevail.

## CHAPTER XIV – ENTRY INTO FORCE

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### Rule XIV - Entry into Force

14.1. These Rules as updated shall enter into force on 21 November 2009 at the end of the XVIIth Session of the General Assembly.

14.1.1 These Regulations as updated shall enter into force on 1<sup>st</sup> January 2012.

## **Annex 1 – Code of Conduct**

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Annex available on FedNet.

## **Annex 2 – Level of allowances and other benefits set by the Secretary General**

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Annex available on FedNet.

## **Annex 3 – Terms of Reference of the Intake Group**

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(text to be finalised)

## **Annex 4 – Grievance Record form**

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(form to be finalised)

## **Annex 5 – Fraud and Corruption Prevention and Control Policy**

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Annex available on FedNet.

## **Annex 6 – Anti-Harassment Guidelines**

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Annex available on FedNet.

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