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HR Item 1.1. Legal texts relating to personnel matters

<table>
<thead>
<tr>
<th>A. Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. This chapter sets out the legal administrative framework governing personnel matters at UNESCO.</td>
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</table>

<table>
<thead>
<tr>
<th>B. Legal texts relating to personnel matters</th>
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<tbody>
<tr>
<td>2. UNESCO instruments governing the personnel matters are the following:</td>
</tr>
<tr>
<td>(a) Constitution of the United Nations Educational, Scientific and Cultural Organization;</td>
</tr>
<tr>
<td>(b) the Staff Regulations and Staff Rules;</td>
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<tr>
<td>(c) the Human Resources Manual.</td>
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</table>

| 3. The hierarchy of norms governing personnel matters at UNESCO is as follows: |
| (a) Constitution of UNESCO; |
| (b) the Staff Regulations; |
| (c) the Staff Rules; |
| (d) the Human Resources Manual. |

| 4. Interpretation of provisions of the Staff Regulations, Staff Rules and the Human Resources Manual is the responsibility of HRM. However, it is the responsibility of LA to provide a definitive legal interpretation. |
C. The Constitution
(see AM Item 1.1 Constitution)

5. Article VI of the Constitution relates to the Secretariat, its composition and responsibilities. It designates the Director-General as the chief administrative officer of the Organization. The appointment of UNESCO staff is covered by Article VI.4 of the Constitution which states:

"The Director-General shall appoint the staff of the Secretariat in accordance with staff regulations to be approved by the General Conference. Subject to the paramount consideration of securing the highest standards of integrity, efficiency and technical competence, appointment to the staff shall be on as wide a geographical basis as possible."

6. Article VI.5 of the Constitution states that:

"The responsibilities of the Director-General and of the staff shall be exclusively international in character. In the discharge of their duties they shall not seek or receive instructions from any government or from any authority external to the Organization. They shall refrain from any action which might prejudice their positions as international officials. Each State Member of the Organization undertakes to respect the international character of the responsibilities of the Director-General and the staff, and not to seek to influence them in the discharge of their duties."

7. Many of the principles contained in the Constitution are referred to in the Staff Regulations approved by the General Conference. Staff Regulations and Staff Rules lay down the basic terms of employment of staff members, and apply to all staff members of the Organization. (For definition of "staff member" see Staff Rule 100.2)

D. The Staff Regulations

8. The Staff Regulations, approved by the General Conference, embody the fundamental conditions of service and the basic rights, duties and obligations of members of the Secretariat of UNESCO.

Amendments

9. Amendments to the Staff Regulations are approved by the General Conference. The General Conference may supplement or amend the Staff Regulations subject to the maintenance of the acquired rights of staff members (Staff Regulation 12.1).

10. DIR/HRM is responsible for initiating amendments to the Staff Regulations when necessary to ensure that they express accurately and clearly UNESCO’s Human Resources policy and to take account of UN inter-agency agreements on personnel matters.

11. DIR/HRM shall ensure that the Staff Associations are consulted on proposed amendments to the Staff Regulations. He/she shall also obtain clearance by LA on such proposed amendments, before submitting to the Director-General for his/her approval.

12. DIR/HRM prepares, for the approval by the Director-General, the appropriate General Conference documents with the proposed amendments/changes to the Staff Regulations.

13. When approving amendments to the Staff Regulations, the General Conference also decides on the effective date of such amendments.
14. The amendments to the Staff Regulations are incorporated in the consolidated text of the Staff Regulations and Staff Rules and communicated to all staff, together with the effective date, via the issuance of an Administrative Circular (AC).

15. HRM ensures that appropriate revisions are incorporated into the HR Manual.

E. The Staff Rules

16. The Staff Rules, laid down and enforced by the Director-General, give effect to the Staff Regulations. They must be consistent with the Staff Regulations. (Staff Regulations, Implementation provision).

Amendments

17. The Staff Rules may be amended by the Director-General in a manner consistent with the Staff Regulations (Staff Rule 112.2). Amendments to the Staff Rules are approved by the Director-General upon recommendation by DIR/HRM.

18. DIR/HRM is responsible for initiating amendments to the Staff Rules when necessary to ensure that they express accurately and clearly UNESCO’s Human Resources policy and to take account of UN inter-agency agreements on personnel matters, notably to implement revisions of conditions of service based on ICSC and UN General Assembly decisions.

19. DIR/HRM ensures that the Staff Associations are consulted on proposed amendments to the Staff Rules. He/she shall also obtain clearance by LA on such proposed amendments, before submitting to the Director-General for his/her approval.

20. The effective date of amendments to the Staff Rules is decided by the Director-General.

21. The amendments to the Staff Rules are incorporated in the consolidated text of the Staff Regulations and Staff Rules and communicated to all staff, together with the effective date, via the issuance of an Administrative Circular (AC).

22. HRM ensures that appropriate revisions are incorporated into the HR Manual.

23. The Director-General shall report to each session of the General Conference, any Staff Rules change or amendment that he/she has made to implement the Staff Regulations. DIR/HRM prepares the appropriate General Conference documents for the approval of the Director-General.

Exceptions to the Staff Rules (Staff Rule 112.2)

24. Exceptions to the Staff Rules may be approved by the Director-General, in specific cases, provided that such exceptions:

   (a) are not inconsistent with the Staff Regulations;

   (b) do not constitute a breach of contract or prejudice the acquired rights of staff members; and

   (c) are in the interests of the Organization.
25. Recommendations for exceptions to the Staff Rules are submitted by DIR/HRM to the Director-General for approval.

26. Such exceptions shall be made a matter of record, and shall be communicated to the Executive Board or the General Conference on request.

F. Languages and distribution of the Staff Regulations and Staff Rules

27. The Staff Regulations and Staff Rules are issued in English and French in a booklet distributed to all staff members and posted on HRM's Intranet site.

28. Newly appointed staff members receive a hard copy of the Staff Regulations and Staff Rules from HRM upon appointment.

G. The Human Resources Manual (HR Manual)

29. The Human Resources Manual (HR Manual), promulgated by the Director-General, is part of the UNESCO Manual. It sets out the policies, procedures and the processes on personnel matters in effect in UNESCO. Such policies and procedures derive principally, and operationalize, the provisions of the Staff Regulations and Staff Rules, as well as relevant provisions of General Conference resolutions, Executive Board decisions, UN common system decisions (such as UN General Assembly resolutions, ICSC decisions), as necessary.

General Conference resolutions and Executive Board decisions on personnel matters are available on HRM's intranet site.

30. The HR Manual indicates in each case the official to whom the Director-General’s authority under the Staff Regulations and Staff Rules is delegated for the purpose of specific decisions. Such delegated authority is also laid down in the Table of Delegated Authority and Accountability, Human Resources Management, annexed to this Manual.

Amendments and additions

31. Amendments and additions to the Manual are approved by DIR/HRM. HRM/PPL is responsible for updating the HR Manual.

32. HRM shall ensure that:

   (a) Concerned services are consulted on any proposed substantive amendment to the HR Manual and that clearances are obtained as required;

   (b) Staff Associations are consulted on proposed amendments to the HR Manual which reflect a revision of the conditions of service of staff;

   (c) Appropriate consultations have taken place with the Advisory Council on Personnel Policies (ACPP), for general personnel questions and staff welfare (see HR Manual Item 9.3);

   (d) The Office of International Standards and Legal Affairs (LA) is consulted on any substantive draft amendment/addition to the HR Manual to ensure conformity with the legal texts and norms of the Organization.
33. New items or revised items other than appendices or items subject to periodic revision are introduced via the issuance of an Administrative Circular approved and signed byDIR/HRM. Appendices or items subject to periodic revisions (such as salary scales, Rest and Recuperation schedules, etc.) are updated by HRM/PPL.

34. HRM/PPL submits the approved changes to MSS/T for translation into English or French. HRM/PPL ensures that the approved changes are incorporated into the HR Manual on the Intranet. Field offices that do not have access to the Intranet are notified of changes to the HR Manual by electronic mail.

**Effective date**

35. The effective date of an HR Manual Item, or a part of an HR Manual Item, or an Appendix, is the date indicated on each page, unless another effective date is specified in the text.

**Languages and distribution**

36. The HR Manual is published online in English and French.

**H. HR Table of Delegated Authority and Accountability**

37. The Table of Delegated Authority and Accountability in Human Resource Management (HR Manual Appendix 1 B) lists the Delegated Authorities and the Accountabilities in key Human Resources Management areas such as recruitment, classification of posts, learning and development, performance assessment, salaries and allowances. The HR Table of Delegated Authority and Accountability is part of the HR Manual. It is updated by HRM/PPL, as and when required. It is published in two languages: English and French and is posted on the Intranet. It is made available in hard copy by HRM/PPL.

**Staff Regulations**

1. **Staff Regulation 12.1**
2. **Staff Regulations, Purpose, Scope and Implementation provisions**

**Staff Rules**

1. **Staff Rule 100.2 - Definitions**
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**Key Documents**

1. **Basic Texts**

**Appendices**

1. **Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW**
HR Item 1.2. Other legal texts

A. Overview

Other texts governing personnel matters include the following:

(a) The Standards of Conduct for the International Civil Service (HR Appendix 1 A);

(b) The Convention on Privileges and Immunities of the Specialized Agencies;

(c) The “Headquarters Agreement” with the Government of the French Republic and UNESCO and Host Country Agreements with Countries where UNESCO has an Office (See HR Manual Item 2.3 and AM Item 12.1);

(d) Rules of the UNESCO Medical Benefits Fund (HR Appendix 7A);

(e) Rules of the Staff Compensation Plan (HR Appendix 7B);


B. Standards of Conduct for the International Civil Service

2. The Standards of Conduct for the International Civil Service (Standards of Conduct), prepared by the International Civil Service Commission (ICSC) in consultation with the participating organizations and the representatives of the staff, were welcomed by the UN General Assembly in its resolution 56/244 in 2001.

3. The Standards of Conduct focus on the essential common values shared by UN staff and define the behaviour and performance expected of international civil servants. They apply to all UN staff including UNESCO staff. Standards of conduct apply to personnel employed under consultancy and temporary assistance contracts as specified in the terms of their contracts.

4. The text of the Standards of Conduct is included in the HR Manual as HR Appendix 1A. Newly appointed staff members receive a hard copy of the Standards of Conduct from HRM/SES upon appointment.

Languages and Distribution

5. The Standards of Conduct are published in the six official languages of the Organization: Arabic, Chinese, English, French, Russian and Spanish and are accessible to all staff through the UNESCO Intranet (UNESDOC) and through the ICSC web site.
C. Host country agreements

6. Host Country agreements are concluded in each location where UNESCO has an Office. The text of the Agreement between the Government of the French Republic and UNESCO regarding the Headquarters of UNESCO and the Privileges and Immunities of the Organization on French Territory is included in the Basic Texts. The text of other Host Country Agreements may be obtained from FSC.

D. Rules of the UNESCO Medical Benefits Fund

7. The Medical Benefits Fund (MBF) of UNESCO, to which the Organization and the participants contribute, provides medical insurance benefits to present and former staff members and their dependants. The MBF is a mutually financed and autonomous health insurance scheme based on principles of solidarity.

8. The legal provisions governing the MBF are set out in the Rules of UNESCO’s Medical Benefit Fund promulgated by the Director-General and are contained in HR Appendix 7A.

Amendments

9. Article 7.1, MBF Rules: Proposed amendments to any of the provisions contained in Sections V, VI and VII of the Rules and the annexes thereto must be approved by the General Assembly of Participants. After a vote by the General Assembly, they shall be submitted to the Director-General, who shall take such action as he/she considers necessary. The provisions contained in other sections of the Rules may be amended by the Director-General on the recommendation of the Board of Management.

Interpretation

10. Chief HRM/SPI advises staff members on the interpretation of the MBF Rules.

11. The Board of Management shall interpret the Rules in the cases submitted to them by the Secretary of the Fund (Chief HRM/SPI), subject to the procedure for the settlement of disputes laid down in Article 4.12 of the Rules (Article 5.2 (6d), MBF Rules)

Languages and Distribution

12. The Rules of the UNESCO Medical Benefits Fund are issued in English and French and are posted on the Intranet. They are available in hard copy from the Secretariat of MBF (Pensions and Insurance Section HRM/SPI).

For further information on the Medical Benefits Fund, refer to HR Item 7.2.

E. Rules of the Staff Compensation Plan

13. The Staff Compensation Plan forms part of the system of social security which the Director General is required to provide to staff members of the Secretariat, under the Staff Regulations (cf. Staff Regulation 6.2).

14. The Staff Compensation Plan sets out the Rules governing compensation in the event of death, injury or illness, attributable to the performance of official duties on behalf of the Organization. It entered into force on 1st June 1973.
15. Amendments to the Rules of the Staff Compensation Plan are approved by the Director-General, upon recommendation by DIR/HRM.


17. The Rules of the Staff Compensation Plan are issued in English and French and are contained in HR Appendix 7 B of the HR Manual. They are available in hard copy from the Pension and Insurance Section (HRM/SPI).

For further information on the Staff Compensation Plan, see HR Manual Item 7.4.

F. Regulations, Rules and Pension Adjustment System of the United Nations Joint Staff Pension Fund (UNJSPF)

18. The United Nations Joint Staff Pension Fund (UNJSPF) is a fund that was established by the United Nations General Assembly in 1949 to provide retirement, death, disability and related benefits for the staff of the United Nations and the other organizations admitted to membership in the Fund including UNESCO.

19. The legal provisions of the UNJSPF are set out in the “Regulations, Rules and Pension Adjustment System of the UNJSPF.”

20. The United Nations Joint Staff Pension Board may recommend amendments to the Regulations of the Fund to the General Assembly of the United Nations, which may amend these Regulations after consultation with the Board. (Article 49 (a), UNJSPF Regulations)

21. The Regulations so amended shall enter into force as from the date specified by the General Assembly but without prejudice to rights to benefits acquired through contributory service prior to that date. (Article 49 (b), UNJSPF Regulations)

22. The UNESCO Staff Pension Committee may propose amendments to the Regulations and Rules of the Fund for consideration by the Joint Staff Pension Board and subsequent submission to the General Assembly of the United Nations.

23. HRM/SPI advises staff members on the interpretation of the UNJSPF Regulations and Rules.

24. The United Nations Joint Staff Pension Board shall interpret the Regulations and Rules of the Pension Fund. (Article 2, UNJSPF Regulations)
Language and Distribution

25. The UNJSPF Regulations and Rules are issued in three languages: English, French and Spanish and are available on the UNJSPF web site.

For detailed information on the Pension Fund, see HR Manual Item 7.3 and the UNJSPF web site.

Staff Regulations
1. Staff Regulation 6.1
2. Staff Regulation 6.2

Key Documents
1. Basic Texts
2. Convention on Privileges and Immunities of the Specialized Agencies

Links
1. ICSC
2. UN Joint Staff Pension Fund

Appendices
1. Appendix 1 A - Standards of Conduct for the International Civil Service
2. Appendix 7 A - Rules of the UNESCO Medical Benefits Fund
3. Appendix 7 B - Staff Compensation Plan
HR Item 1.3. Publication of documents on personnel matters

A. Overview

1. **DG Notes** set out instructions and information issued under the Director-General’s signature.

2. **Administrative Circulars** publish policies, rules and procedures on personnel and other matters;

3. **Information Circulars** publish information on personnel and other matters.

4. DG Notes, Administrative Circulars and Information Circulars on personnel matters are made available on HRM’s Intranet site.

B. DG Notes

5. DG Notes on personnel matters set out instructions and information that the Director-General wishes to issue under his/her own signature.

Effective date

6. The effective date of a DG Note is the date of its publication, unless otherwise indicated in the DG Note.

Distribution

7. DG Notes are usually issued in English or French and are available on Intranet.

C. Administrative Circulars (AC) on personnel matters

8. Administrative Circulars (AC) on personnel matters are issued to publish new or amended policies, rules and procedures of a standing nature affecting staff generally, after approval by the Director-General or on his/her behalf, as well as procedures for the implementation of the Staff Regulations and Staff Rules. These new or amended policies, rules and procedures are incorporated as new or revised items into the Human Resources Manual.

9. Administrative Circulars are issued:

   (a) to introduce new HR policies, procedures or processes;

   (b) to introduce any change in Staff Regulations (as approved by the General Conference) and in Staff Rules;

   (c) to publish decisions taken by the DG to implement General Assembly decisions.
Preparation and approval

10. Administrative Circulars on personnel matters are drafted by HRM under the same procedures as those followed for amendments and additions to the HR Manual (HR Manual Item 1.1, paragraph 32). New Administrative Circulars are approved and signed by DIR/HRM on behalf of the Director-General; when an Administrative Circular introduces changes to Staff Regulations, Staff Rules and/or policy changes, it shall be submitted to the Director-General for his/her prior approval. (For Staff Rules/Regulations amendments see HR Manual Item 1.1 paragraphs 9 to 15 and 17 to 23).

11. HRM/PPL ensures that standing instructions on personnel matters are incorporated into the HR Manual.

Effective date

12. The effective date of an Administrative Circular is the date of its publication, unless otherwise indicated in the Administrative Circular itself.

Languages and distribution

13. Administrative Circulars are issued in English and French.

14. HRM/PPL assigns a Reference Number, issues.posts the AC on Intranet and submits the text to MSS/CLD for translation into English or French.

15. DIR/HRM announces the issuance of new Administrative Circulars by e-mail to staff and by an update on UNESCO/HRM Intranet site. Administrative circulars are available on Intranet.

D. Information Circulars (IC)

16. Information Circulars contain general information or explanations on rules, policies and procedures in force, and announcements on matters of an exceptional or temporary nature. They are not used to issue new rules, policies or procedures. (See AM Item 0.1)

17. Information Circulars on personnel matters shall be used to inform staff members on issues such as:

(a) Compensation issues: post adjustment classification; revised salary scales, pensionable remuneration, amounts/rates of allowances and benefits, etc;

(b) Schedules of reimbursement of MBF rates;

(c) Training: language proficiency examinations;

(d) Calls for nominations, elections for boards, committees;

(e) Memberships of panels, boards, committees;

(f) Hours of work during governing body sessions;

(g) Official holidays for particular year;
Preparation and approval

18. Information circulars on personnel matters are drafted by the relevant HRM Section, approved and signed by DIR/HRM.

Effective date

19. The effective date of Information Circulars is the date of their publication, unless otherwise indicated in the Information Circulars.

Language and distribution

20. Information Circulars are issued in English and/or in French. The Section concerned submits the Information Circular on personnel matters in its final version (by e-mail and in hard copy) to HRM/PPL which assigns a Reference Number, issues/posts Information Circulars on Intranet and submits the text to MSS/CLD for translation into English or French as required.

21. DIR/HRM shall announce the issuance of Information Circulars by e-mail to staff and by an update on UNESCO/HRM Intranet site. Information Circulars are available on Intranet.
HR Item 1.4. Publication of documents on personnel matters

A. Overview

1. The term the UN Common System is shorthand for the United Nations Common System of salaries, allowances and other conditions of service. The **UN Common System** comprises the United Nations, its funds and programmes, thirteen Specialized Agencies, including UNESCO, and one organization with a special status under the ICSC statute (IFAD).

2. The **International Civil Service Commission (ICSC)** is an independent expert body established by the United Nations General Assembly for the regulation and coordination of the conditions of service of the UN Common System.

3. In the exercise of its functions, the ICSC is guided by the principle of *development of a single unified international civil service through the application of common personnel standards, methods and arrangements* (Article 9 of the ICSC Statutes). This principle is set out in the Agreements between the United Nations and the other Organizations of the UN Common System (*Agreement between the United Nations and UNESCO*, Article XII).

B. Decisions adopted by the United Nations General Assembly on the recommendation of the ICSC

4. The United Nations General Assembly, on recommendation of the ICSC, makes decisions affecting salaries, allowances and benefits of the staff of Organizations which participate in the UN Common System. The executive head or heads concerned, after consultation with the staff representatives, may request the ICSC to determine the salary scales at a particular duty station instead of making a recommendation. The General Conference authorizes the Director-General to apply such measures to the staff of UNESCO.

C. Functions and authority of the ICSC

5. The functions and authority of the ICSC, as defined in Chapter III of its Statute, include the following:

   (a) The Commission makes recommendations to the UN General Assembly on:

      (i) the broad principles for the determination of the conditions of service of the staff;

      (ii) the scales of salaries and post adjustments for staff in the Professional and higher categories;

      (iii) allowances and benefits of staff which are determined by the UN General Assembly (dependency allowances and language incentives for staff in the Professional and higher categories, education grant, home leave, repatriation grant and termination indemnity);

      (iv) staff assessment.
UNESCO HR Manual
Chapter 1. Introduction

(b) The Commission establishes:

(i) the methods by which the principles for determining conditions of service should be applied;

(ii) rates of allowances and benefits such as DSA, post adjustment, mobility and hardship entitlements. Payment of Danger Pay requires the approval by the Chairman of the ICSC;

(iii) the conditions of entitlement to the above allowances and benefits and standards of travel;

(iv) the classification of duty stations for the purpose of applying post adjustments;

(v) job classification standards for all categories of staff in fields of work common to several of the organizations, advice to the organizations on the development of consistent job classification plans in other fields of work.

(c) The Commission makes recommendations to the Organizations on:

(i) standards of recruitment;

(ii) the development of recruitment sources, including the establishment of central rosters of qualified candidates, particularly at junior entrance levels.

(iii) the organization of competitive examinations or alternative selection procedures;

(iv) career development, staff training programmes, including inter-organization programmes, and evaluation of staff;

(v) the development of common staff regulations.

6. At the Headquarters duty stations and in some other duty stations the Commission makes recommendations to the Organizations as to the salary scales of staff in the General Service and other locally recruited categories.

7. The Commission may be requested by the Director General, after consultation with the Staff Representatives, to establish the salary scales at a particular duty station instead of making a recommendation. The salary scales so established apply to all staff of the UN common system in the same category at the duty station. When making recommendations or establishing salary scales, the Commission consults Executive Heads and Staff Representatives.

D. Implementation of UN General Assembly or ICSC decisions/recommendations

8. The implementation in UNESCO of measures affecting salaries and allowances, pursuant to UN General Assembly or ICSC decisions/recommendations is approved by the Director-General, upon submission of a proposal by Director HRM. The clearance from Director BSP must be sought in the case of financial implications.

E. Report to the Executive Board and the General Conference

9. The Director-General reports to the Executive Board and to the General Conference changes implemented in the salaries and allowances of UNESCO staff, pursuant to decisions taken by the UN General Assembly or the ICSC.
10. The Director-General submits to the Executive Board the Annual Reports of the ICSC to the UN General Assembly, at the spring session of the Board in the year following the year of the report.

F. Publication and distribution

11. The decisions of the UN General Assembly, made on the recommendation of the ICSC and approved by the Director-General are communicated to UNESCO staff members via an Administrative Circular or Information Circular as appropriate.

12. The decisions of the UN General Assembly made on the recommendation of the ICSC, and decisions of the ICSC on rates of allowances and benefits such as DSA, Schedules of Post Adjustment, R & R entitlements, Danger pay are communicated by HRM/PPL to the relevant HRM Sections responsible for applying such rates.

For further information please refer to the HR Manual Chapter 4a and 4b (Salaries and Allowances).

Key Documents
1. ICSC Statute and Rules of Procedure
Chapter 2. Duties, obligations and privileges

2.1. Introduction
2.2. Duties and obligations of staff
2.3. Privileges and immunities
2.4. Hours of work
2.5. Outside activities, statements and acceptance of honours
2.6. Identity documents

HR Item 2.1. Introduction

A. Purpose and scope of the chapter
1. The present chapter contains the provisions and procedures governing:
   (a) the duties and obligations incumbent upon staff members; the access of staff members to the Director-General and other high ranking officials.
   (b) Privileges and Immunities
   (c) Hours of Work
   (d) Outside activities

B. Basic legal documents
2. The basic legal documents defining the duties, obligations and privileges of staff members are as follows: UNESCO Constitution (Articles VI and XII); Staff Regulations 1.1 to 1.9.1; Staff Rules 101.1 to 101.10; Standards of Conduct of International Civil Service; Article 105 of the Charter of the United Nations Organization; Convention on the Privileges and Immunities of the Specialized Agencies; Agreement between French Republic and UNESCO regarding the Headquarters of UNESCO and the Privileges and Immunities of the Organization on French Territory (Headquarters agreement).

Procedures
1. HR Procedure 2.1 - Outside activities: requesting the authorization to engage in a regular outside activity
2. HR Procedure 2.2 - Public statements
3. HR Procedure 2.3 - Issuance and renewal of Residence Permits (Titres de séjour), Special Residence Permits (“Titres de séjour special”) and certificates of Service (“Attestation de service”)
4. HR Procedure 2.4 - Reimbursement of fees charged for the renewal of passports and for visas

Staff Regulations
5. Staff Regulation 1.1
6. Staff Regulation 1.2
7. Staff Regulation 1.3
8. Staff Regulation 1.4
9. Staff Regulation 1.5
10. Staff Regulation 1.6
11. Staff Regulation 1.7
12. Staff Regulation 1.8  
13. Staff Regulation 1.9 and 1.9.1

Staff Rules
1. Staff Rule 101.1 - Access to the Director-General  
2. Staff Rule 101.2 - Financial responsibility  
3. Staff Rule 101.3 - Hours of work  
4. Staff Rule 101.4 - Official holidays  
5. Staff Rule 101.5 - Outside activities and interests  
6. Staff Rule 101.6 - Public information relationships  
7. Staff Rule 101.7 - Honours and favours  
8. Staff Rule 101.8 - Acceptance of remuneration  
9. Staff Rule 101.9 - Property rights in work performed  
10. Staff Rule 101.10 - Collaboration with a government or an institution

Key Documents
1. UNESCO Constitution  
2. Charter of the United Nations  
3. Convention on Privileges and Immunities of the Specialized Agencies  
4. UNESCO Headquarters Agreement

Appendices
1. Appendix 1 A - Standards of Conduct for the International Civil Service
Outside activities: requesting the authorization to engage in a regular outside activity

a) The staff member concerned submits a request to DIR/HRM, containing a full statement on the nature of the work concerned, when and over what period it will be performed and what remuneration, if any, will be received, together with a declaration that the activity will be carried out in the staff member's spare time.

b) The staff member submits his/her request by memorandum to DIR/HRM via his/her supervisor, the Director of Division and the ADG of the Sector or the Director of the Bureau/Office (in the case of a staff member stationed away from Headquarters, via the Director/Head of Field Office) who add their recommendation to the staff member's request.

c) When a request is made by a Director on his/her own account, the memorandum is sent to Dir/HRM via the ADG of the Sector concerned, if any, to whom the Director concerned reports.

Competent authorities

d) Approval is granted by:

   i) The DG on requests submitted by the DDG, ADGs or Directors of Bureaux/Offices;

   ii) DIR/HRM on requests in all other cases.
Public statements

Staff members

a) Staff members should address a written request to DIR/HRM:

i) through their Division Director/Chief, the ADG of the Sector or the Director of the Bureau/Office for adding comments and through DIR/ERI, in the case of a staff member at Headquarters;

ii) through the Director/Head of Field Office for adding comments, and through DIR/ERI, in the case of a staff member stationed in a field office;

iii) through the ADG of the Sector concerned and DIR/ERI, in the case of Directors/Heads of UNESCO Field Offices.

b) The request for approval should give full details of the topics to be dealt with and a copy of the statement or speech should be attached where appropriate. It should also indicate that the activity will be carried out in the staff member's spare time and whether or not any remuneration will be received for it.

ERI

c) DIR/ERI examines the request and forwards it to DIR/HRM after adding his/her comments and recommendation. In the case of topics deemed politically sensitive, ERI obtains the prior clearance of ODG before forwarding the request to HRM.

d) Similarly, ERI informs and consults the DG's spokesperson if deemed necessary. Whenever a text needs to be modified, ERI takes up the matter with the Sector/Bureau/Office concerned, and/or directly with the staff member concerned.

HRM

e) When a request for approval is submitted by an ADG, DIR/HRM submits it to the DG, through the DDG, for his/her approval.

f) In all other cases, DIR/HRM examines the request in the light of the comments and recommendation(s) of the staff member's supervisors and DIR/ERI, and decides whether or not the request should be approved. He/she transmits the request for approval to the DDG or to the DG if he/she deems it necessary.

The Director-General

g) Approves the requests submitted by the DDG or an ADG and in all other cases when DIR/HRM deems it necessary.

Conditions of approval

h) All requests approved are subject to the terms of Staff Regulations 1.4 and 1.5, and, if remuneration is to be received, to the terms of Staff Regulation 1.6.

Disclaimer
If the name of the staff member is to be associated with UNESCO in any written text, it should be accompanied by an appropriate disclaimer clause, usually along the following lines: "The ideas and opinions expressed in this book/article are those of the author and do not necessarily represent the view of UNESCO".
Issuance and renewal of Residence Permits (Titres de séjour), Special Residence Permits ("Titres de séjour spécial") and certificates of Service ("Attestation de service")

On appointment

a) Internationally recruited staff should enter France with a special long-term visa (visa de long séjour D). On arrival at Headquarters a “titre de séjour spécial” is issued by the French Ministry of Foreign Affairs. Holders of “titre de séjour” issued by a “Préfecture” should keep such “titres de séjour”. For the issuance of D-Type visa to the eligible family members, the newly appointed staff members provide ERI/EO/PRO/VTS, as appropriate, with birth certificate(s) (of eligible children or of the staff members in case of dependent parents) and/or marriage certificate translated in French.
b) Titres de séjour spécial” may be delivered to a newly recruited staff member who was residing in France prior to recruitment as soon as he/she provides a proof of having returned his/her “titre de séjour” issued under conditions of French legislation.

Residence permits ("titres de séjour") issued by the "Préfectures"

Staff member

c) Two months before the date of expiry of a residence permit issued by the “Préfecture”, the staff member should contact ERI/PRO/VTS to initiate its renewal.

ERI/EO/PRO/VTS

d) ERI/EO/PRO/VTS liaises with the “Préfecture” for the renewal of residence permits (titre de séjour).

Special residence permits ("titres de séjour spécial") issued by the French Ministry of Foreign Affairs

Staff Member

e) For the first issuance of a special residence permit (titre de séjour spécial) the staff member concerned fills in and signs the form “Fiche individuelle” issued by the French Ministry of Foreign Affairs (available at ERI/EO/PRO/VTS) in two copies and returns them back to ERI/EO/PRO/VTS together with five photos (35x40), copy of his/her letter of appointment and two copies of his/her national passport with visa type D for non-EU.
f) For the permit of members of the household, the following documents have to be provided:

(i) For the spouse: a copy of the marriage certificate; a copy of marriage certificate’ translation in French ; two copies of the national passport with visa type D for non-EU; form “Fiche individuelle” issued by the French Ministry of Foreign Affairs in two copies; form “Notification de nomination et de prise de fonctions d’un member de famille” in two copies; 5 photos (35x40).

(ii) For children under 21: a copy of birth certificate; a copy of birth certificate’ translation in French ; two copies of the national passport with visa type D for non-EU; form “Fiche individuelle” issued by the French Ministry of Foreign Affairs in two copies; form “Notification de nomination et de prise de fonctions d’un member de famille” in two copies; 5 photos (35x40).

(iii) For dependent parents: a birth certificate of the staff member proving the family tie; a copy of birth certificate’ translation in French ; two copies of the national passport with visa type D for non-EU; form “Fiche individuelle” issued by the French Ministry of Foreign Affairs in two copies; form “Notification de nomination et de prise de fonctions d’un member de famille” in two copies; 5 photos (35x40).
(iv) For household employees:

- **Those who will come to France**: copy of the employment contract signed by both parties, certificate from the employer (« Attestation sur l’honneur »), copy of the national passport; a request for visa type D addressed to ERI/EO/PRO/VTS.

- **Those who are in France**: two copies of the employment contract signed by both parties, two copies of the insurance policy (valid for 1 year), two copies of certificate from the employer (« Attestation sur l’honneur »), two copies of the national passport with visa type D for non-EU; form “Fiche individuelle” issued by the French Ministry of Foreign Affairs in two copies; form “Notification de nomination et de prise de fonctions d’un membre de famille” in two copies; 5 photos (35x40).

In some cases additional documents may be requested by ERI/EO/PRO/VTS.

g) For the renewal of the special residence permit (titre de séjour spécial) the staff member concerned should submit his/her “titre de séjour spécial” to ERI/EO/PRO/VTS one month before the expiry date, together with the relevant completed form (« Changement de situation du titulaire et/ou d’un membre de famille») issued by the French Ministry of Foreign Affairs for the renewal (available at ERI/EO/PRO/VTS) and a copy of his/her national passport.

ERI/EO/PRO/VTS

h) ERI/EO/PRO/VTS liaises with the French Ministry of Foreign Affairs for issuance and renewal of special residence permits (titre de séjour spécial). Before requesting any renewal, ERI/EO/PRO/VTS checks with HRM/SES that the staff member is still in service with UNESCO.

Certificate of service (Attestation de Fonctions)

Staff Member

i) For the initial issuance of the Certificate of service (Attestation de Fonctions) the staff member concerned fills in and signs the form issued by the French Ministry of Foreign Affairs (available at ERI/EO/PRO/VTS) in two copies and returns them back to ERI/EO/PRO/VTS together with five photos (35x40), copy of his/her letter of appointment and two copies of his/her national passport.

j) For the renewal of a Certificate of service (Attestation de Fonctions) the staff member concerned submits his/her “titre de séjour spécial” to ERI/EO/PRO/VTS one month before the expiry date together with the relevant completed form (« Changement de situation du titulaire et/ou d’un membre de famille») issued by the French Ministry of Foreign Affairs for the renewal (available at ERI/EO/PRO/VTS) and a copy of his/her national passport.

ERI/EO/PRO/VTS

k) ERI/EO/PRO/VTS liaises with the French Ministry of Foreign Affairs for the issuance and renewal of Certificates of service (Attestation de Service). Before requesting any renewal, ERI/EO/PRO/VTS checks with HRM/SES that the staff member is still in service with UNESCO.
Reimbursement of fees charged for the renewal of passports and for visas

To obtain the reimbursement of fees charged for the renewal of passports and for visas (for eligibility see HR Item 2.6 paragraph 15), the staff member should complete in two copies a general payment request (Form AM 3-7) and:

i) if he/she is stationed at Headquarters, forward Form AM 3-7 to the HRM/SES which authorizes the Bureau of Financial Management (BFM) to make payment to the staff member's bank account (see AM Item 3.3 A);

ii) if he/she is stationed at an Office away from Headquarters, forwards Form AM 3-7 to the Director/Head of Field Office for counter-signature and payment out of the imprest account.

iii) if he/she is assigned to a project financed by extra-budgetary funds, forwards Form AM 3-7 to HRM/SES which authorizes the BFM to make payment to the staff member's bank account.
HR Item 2.2. Duties and obligations of staff

A. Standards of Conduct for the International Civil Service

1. Staff members are international civil servants. They are expected to act and behave in accordance with the Standards of Conduct for the International Civil Service (Standards of Conduct) and to respect and uphold the values of international civil service in discharging their functions inside the Organization and in their activities outside the Organization.

2. The Standards of Conduct for the International Civil Service were prepared by the International Civil Service Commission (ICSC) and welcomed by the General Assembly its resolution 56/244. They focus on the essential common values shared by UN staff and define the behaviour and performance expected of international civil servants.

3. The Standards of Conduct apply to all UN staff including UNESCO staff.

4. Standards of conduct also apply to personnel employed under consultancy and temporary assistance contracts as specified in the terms of contracts.

5. In interpreting and applying Article VI of the Constitution and the Staff Regulations and Rules, the Director-General is guided by the Standards of Conduct.

6. The text of the Standards of Conduct is included in the HR Manual as HR Appendix 1A. The Standards of Conduct are also separately accessible to all staff on HRM intranet. Newly appointed staff members receive a hard copy of the Standards of Conduct from HRM/SES upon appointment.

B. Assignment and responsibilities of staff members

7. Staff Regulation 1.2:

“Staff members are subject to the authority of the Director-General, and to assignment by him or her, with due regard to their qualifications and experience, to any post in the Organization. They are responsible to him or her in the exercise of their functions.”

8. Assignment of staff to a post at Headquarters or in a field office and the definition of their duties are made in accordance with the procedures described in the HR Manual, specifically in Chapter 3, Post Management and Classification of staff and posts, and Chapter 5, Recruitment, promotion, transfer, geographical and inter-agency mobility.

9. Staff members are responsible to the Director-General in the exercise of their functions. The authority of the Director-General is exercised through officers to whom he/she has delegated the authority to take certain decisions and through duly designated hierarchical supervisors. All staff members must follow the decisions/instructions of the Director-General, or of officers acting by delegation of authority and, of their hierarchical supervisors.
C. Eventual disagreement concerning a decision/instruction

10. Standards of Conduct, Article 18:

"International civil servants have to follow the instructions they receive in connection with their official functions and if they have doubts as to whether an instruction is consistent with the Charter or any other constitutional instrument, decisions of the governing bodies or administrative rules and regulations, they should first consult their supervisors. If they cannot agree, the international civil servant may ask for written instructions. These may be challenged through the proper institutional mechanisms, but any challenge should not delay carrying out the instruction. International civil servants may also record their views in official files. They should not follow verbal or written instructions that are manifestly inconsistent with their official functions or that threaten their safety or that of others."

11. Standards of Conduct, Article 33:

"It would not be proper for international civil servants to air personal grievances or criticize their Organizations in public. International civil servants should endeavour at all times to promote a positive image of the international civil service, in conformity with their oath of loyalty."

12. Should a disagreement concerning an verbal decision/instruction arise, the staff member may demand written confirmation. If the disagreement concerns an important matter, he/she may request an appointment with his/her ADG, Director of Bureau, Head of the Field Office, the Deputy Director-General or the Director-General (see paragraphs 15 and 16 below) and/or he/she may express in writing his/her opinion on the decision/instruction. A possible disagreement does not allow the staff member to refuse or delay the implementation of the written decision/instruction, or to criticize it in public. For appeals against a disciplinary action or an administrative decision, see HR Manual Chapter 12 - Appeals.

D. Financial Responsibility

13. Staff Rule 101.2: Financial responsibility

"Any staff member who, by malice or culpable negligence, or by failure to observe any regulation, rule or administrative procedure of the Organization, involves the Organization in unnecessary liability, expense or loss, shall be held responsible, and may be required to pay compensation therefor."

E. Access to the Director-General, Deputy Director-General and Assistant Directors-General

14. Staff Rule 101.1: Access to the Director-General:

"Staff members at Headquarters have access to the Director-General, normally through established supervisory channels, but exceptionally and for sufficient reason, directly. Staff members stationed at duty stations away from Headquarters may communicate with him or her in writing or, if the opportunity presents itself, may request to see him or her in person."

Headquarters

15. Staff members wishing to see the Director-General, the Deputy Director-General or an ADG on an important personal matter may request an appointment, preferably by memorandum, briefly explaining the purpose. The Director-General may request the Deputy Director-General, DIR/ODG or DIR/HRM to see the staff member.
Duty station other than Headquarters

16. Staff members in a field office state their case in writing in a memorandum addressed to the Director-General, the Deputy Director-General or the ADG concerned.

For other channels (Mediators, Staff Associations) to raise individual matters, see the HR Manual Chapter 9, Staff Relations.

Staff Regulations
1. Staff Regulation 1.1
2. Staff Regulation 1.2
3. Staff Regulation 1.3
4. Staff Regulation 1.4
5. Staff Regulation 1.5
6. Staff Regulation 1.6
7. Staff Regulation 1.7
8. Staff Regulation 1.8
9. Staff Regulation 1.9 and 1.9.1
10. Staff Regulation 8.1

Staff Rules
1. Staff Rule 101.1 - Access to the Director-General
2. Staff Rule 101.2 - Financial responsibility
3. Staff Rule 101.5 - Outside activities and interests
4. Staff Rule 101.6 - Public information relationships
5. Staff Rule 101.7 - Honours and favours
6. Staff Rule 101.8 - Acceptance of remuneration
7. Staff Rule 101.9 - Property rights in work performed
8. Staff Rule 101.10 - Collaboration with a government or an institution

Appendices
1. Appendix 1 A - Standards of Conduct for the International Civil Service
HR Item 2.3. Privileges and immunities

A. Purpose

1. This item deals with the privileges and immunities conferred to staff members. By virtue of Article XII of UNESCO’s Constitution, which refers specifically to Articles 104 and 105 of the Charter of United Organization, the staff members of the Secretariat enjoy privileges and immunities as are necessary for the independent exercise of their functions in connection with the Organization. These privileges and immunities shall not be invoked to excuse the staff members who enjoy them from discharging private obligations or from observing laws and police regulations.

B. Privileges and immunities

2. The nature and extent of the privileges and immunities accorded to staff members of the Organization and the conditions under which they are granted are specified in:
   (a) The Convention on the Privileges and Immunities of the Specialized Agencies,
   (b) The Headquarters Agreement,
   (c) Special agreements concluded with certain Member States, such as Host Country agreements (texts available at LA or ERI).

3. Privileges and immunities are granted to staff members in the interests of UNESCO only and not for the personal benefit of the individuals themselves. The Organization has the right and the duty to waive the immunity of any staff member in any case where, in its opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the Organization.

C. Claim of privileges and immunities

4. Whenever the question of a staff member’s privileges and immunities has to be raised with the authorities of a Member State, the staff member concerned reports the facts of the case to DIR/HRM in writing. In the case of a staff member away from Headquarters, the staff member reports through the Director/Head of the Field Office or the UN Resident Coordinator.

D. Private legal and financial obligations

5. Staff members must comply with local laws and honour their private legal and financial obligations, including the obligation to honour orders of competent courts. UNESCO shall cooperate at all times with the appropriate authorities of Member States to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuses in connection with the privileges and immunities accorded to staff.
Staff Regulations
1. Staff Regulation 1.8

Key Documents
1. Charter of the United Nations
2. UNESCO Headquarters Agreement
3. UNESCO Constitution - Article XII - Legal status of the Organization

Links
1. Article 105 of the Charter of the United Nations Organization

Appendices
1. Appendix 1 A - Standards of Conduct for the International Civil Service
HR Item 2.4. Hours of work

A. Working week

1. The normal working week at Headquarters is 37.5 hours, except during sessions of the General Conference and of the Executive Board. The working week for duty stations away from Headquarters is established by the Director-General in accordance with local UN practices and conditions (HR Appendix 2 A). HRM notifies the Directors/Heads of Field Office and the staff members concerned accordingly.

B. Working Hours

2. The working hours for staff members at Headquarters are from Monday to Friday inclusive, as follows:

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<tr>
<th>Working hours at Headquarters from Monday to Friday</th>
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<tr>
<td>Working hours</td>
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</tr>
<tr>
<td>9 a.m. to 5:30 p.m</td>
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<td>9 a.m. to 6 p.m</td>
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<td>9:30 a.m. to 6:00 p.m.</td>
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<tr>
<td>9:30 a.m. to 6:30 p.m.</td>
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</table>

3. The working hours for duty stations away from Headquarters are established by the Director-General in accordance with local UN practices and conditions. HRM notifies the Directors/Heads of Field Offices and the staff members concerned accordingly and publishes this information on its intranet site (see also HR Appendix 2 A). Directors/Heads of Field Offices and Institutes should keep DIR/HRM and DIR/FSC informed of any changes in the working week and/or normal working hours established in the duty station.

4. The immediate supervisors are responsible for setting the working hours of staff members under their supervision and for ensuring/monitoring that they are complied with. Managers/supervisors are required to carry out periodical and systematic checks in their units. All requests for absence from work, in units of half days, must be registered in TULIP and approved by the supervisor. Please refer to HR Manual Chapter 6, Leave, for detailed information.
C. Working week and working hours for persons employed under other types of contracts

5. Sectors/Bureaux/Offices are responsible for setting the working week and normal working hours for supernumeraries and consultants under contract with them. The working week and normal working hours for non-staff members, consultants or other auxiliary employees in field offices are determined locally by the Director/Head of Field Office or Institute.

D. Shift Work

6. Supervisors of services subject to shift work are responsible for setting the shift schedule for the staff concerned.

E. Special Working Hours

7. During sessions of the General Conference special working hours may be established by DIR/HRM. Similarly, special work schedules may be established by DIR/HRM for certain units within the Secretariat during sessions of the Executive Board or other meetings.

8. At Headquarters, special working hours may be authorized by DIR/HRM for specific units or individuals when this is in the interest of the Organization. A request for authorization of special working hours should be submitted to DIR/HRM by the ADG or Director of Bureau or Office concerned. However, for staff members subject to shift work, or for auxiliary employees, DIR/MSS and ADG/ERI are responsible for establishing and authorizing special working hours.

F. Special working hours during Ramadan

9. During the period of Ramadan, and in line with practices in other UN agencies, managers/supervisors are encouraged to consider favourably requests from staff members under their supervision who are fasting and wish to adopt a flexible working schedule of continuous working hours not interrupted by a lunch break (for example, from 9h00 to 16h30 or from 9h30 to 17h00). However, the normal working week established for staff members at the duty station must be respected.

G. Exceptions to normal working hours

10. Exceptions to normal working hours must be approved in advance by the supervisor of the staff member concerned. ADGs, Directors of Bureaux and Offices and Directors/Heads of Field Offices and Institutes may authorize exceptions to the normal working hours for personal reasons. Such requests, once approved, shall be registered with the AO concerned and must be communicated to all staff members within that working unit.

Overtime and Night Differential: see HR Manual Items 4.5. and 4.10.

H. Official holidays at Headquarters

11. At Headquarters, French public holidays are non-working days. The following holidays are observed:

(a) New Year’ Day: 1 January,
(b) Easter Monday,
12. DIR/HRM communicates every year to staff the official holidays for the forthcoming calendar year.

I. Official holidays in field offices

13. Official holidays in field offices shall be established in advance of the forthcoming calendar year by the Directors/Heads of Field Offices or Institutes concerned, in accordance with local UN practice. Directors/Heads of Field Offices or Institutes inform Headquarters (DIR/FSC and DIR/HRM) of the official holidays so established, and ensure that the AO (locally) registers them in TULIP.

J. Official holidays during sessions of the General Conference

14. If any official holiday coincides with the dates of sessions of the General Conference, the Director-General may decide that an official holiday shall be a working day at UNESCO. DIR/HRM informs staff members of such decisions at the start of the calendar year.

K. National or Religious Day

15. Staff members are entitled to one additional official day of absence each calendar year to observe the national day of their home country or a holiday of their faith when it falls on a working day of the Organization at the duty station. For detailed information see HR Manual Chapter 6 Leave.

Staff Regulations
1. Staff Regulation 1.2

Staff Rules
1. Staff Rule 100.2 - Definitions
2. Staff Rule 101.3 - Hours of work
3. Staff Rule 101.4 - Official holidays
4. Staff Rule 103.5 - Overtime

Appendices
1. HR Appendix 2 A - Normal working week per duty station
HR Item 2.5. Outside activities, statements and acceptance of honours

A. Purpose

1. The purpose of the present Item is to lay down the procedures for requesting approval for outside activities, public statements and publications and for the acceptance of remuneration, in accordance with Staff Rules 101.5, 101.6 and 101.8, respectively. The Item also deals with the acceptance of honours and favours under Staff Regulation 1.6 and Staff Rule 101.7.

B. Outside activities

Regular outside occupations

2. Staff Rule 101.5 (a) provides: "(a) Staff members shall not engage in any regular outside occupation without prior approval in writing from the Director-General, and shall not hold any office incompatible with the proper discharge of their duties as staff members."

3. Prior to starting any regular outside activity, whether remunerated or not, staff members must request the approval of the Director-General. Staff members who are on leave, whether with or without pay, remain international civil servants in the employment of the Organization and must therefore also request the approval of the Director-General prior to starting any regular activity. See HR Procedure 2.1.

Criteria

4. HRM reviews each request to ensure that the activity is not incompatible with the aims and ideals of the Organization and to determine whether the outside activity may be carried out in the staff member's spare time and without detriment to the performance of his/her official duties. HRM consults such other units of the Secretariat as it may consider necessary.

Conditions of approval

5. All requests approved are subject to Staff Regulations 1.4 and 1.5, and, if remuneration is to be received, to Staff Regulation 1.6 (see paragraph 15 and 17 below on the acceptance of remuneration).

6. If the request is approved, it will typically be on condition that the staff member does not use the name of UNESCO or his/her position in the Secretariat in any private activity he/she undertakes. The staff member will also be required to ensure that there is no reference to his/her position in UNESCO by persons with whom he/she associates in such an activity.

7. If after the approval of the request, any change occurs in the nature of the work or outside activity, in its duration or in the situation as originally described in the request for approval, such change should be reported to DIR/HRM. If HRM determines that the change impacts negatively upon the staff member's position in UNESCO, the initial approval will be withdrawn.
Duration

8. No participation is approved in an activity extending beyond one year, any continuation beyond this period must be the subject of a new request.

Holding of office in outside non profit-making association

9. Staff Rule 101.5 (b) provides: "Staff members shall not hold office in any association whose aims or activities are closely related to those of the Organization, without prior approval in writing from the Director-General."

10. The holding of office in an outside non profit-making association may include participation, even on a purely honorary basis, in committees, councils of associations (NGOs, IGOs etc.) where decisions of a political nature in the field of education, science, culture, communication, social sciences or other matters closely related to those of the Organization are taken. In such cases, staff members must follow HR Procedure 2.1 and address a memorandum requesting authorization, together with the supervisor's recommendation on the request.

11. Any request concerning an intergovernmental organization or an international non-governmental organization should be sent to HRM through ERI which adds its recommendation. Provisions concerning the review of requests, approval, and conditions of approval are the same as those set out in paragraphs 5 to 7 above.

12. If, after approval of the request, any change occurs in the functions of office which would bear upon the relations of the outside association with UNESCO or upon the staff member's own relations with UNESCO or with the association, such change should be reported to DIR/HRM for the situation to be reviewed. Approval must also be sought from HRM for any renewal of a term of office, in the same manner as the initial request.

Interests in profit-making Institutions: Financial Disclosure

13. Staff Rule 101.5 (c) provides: "Any staff member who has occasion to deal in his or her official capacity with any matter involving a company, partnership, or other business concern in which he/she has an interest shall disclose the nature and measure of that interest to the Director-General."

14. A staff member who is required to disclose his/her interest in a company, partnership or other business enterprise under Staff Rule 101.5(c) does so by memorandum addressed in accordance with HR Procedure 2.1, the supervisors adding any comments they consider appropriate. DIR/HRM may require that another staff member deal with the matter involving the company, partnership or business enterprise in question. If the matter is a draft contract (e.g. procurement, insurance, fee or any other service contract), in principle another company, partnership or business enterprise in which no staff member has any interest should be selected (see AM Item 7.2 and HR Manual Chapter 13 on Contractual Arrangements).

Acceptance of remuneration for outside activity

15. Staff Rule 101.8 (a) provides: "Staff members shall obtain the prior approval in writing of the Director-General before accepting remuneration or an offer of remuneration for outside work done in their spare time."
DIR/HRM may authorize a staff member to accept remuneration, or an offer of remuneration, in money or in kind for an outside activity foreseen under this Item, whether it is a regular activity or occupation, upon written request addressed in accordance with HR Procedure 2.1, setting out the amount or kind of remuneration involved and the reasons therefor. On the basis of principles contained in Staff Regulations 1.4, 1.5, and 1.6, HRM considers whether the acceptance of remuneration would be contrary to the staff member's status and harmful to the Organization's image, or if the amount offered might be such as to reflect upon the staff member's integrity or independence.

Acceptance of remuneration

17. Staff Rule 101.8 (b) provides "Without the authorization of the Director-General in writing, staff members shall not accept any fee or gift, other than reimbursement for actual travelling expenses, for statements to the press, for participating in film, radio or television productions, for writing articles or books or furnishing visual information material for publication, or for speaking or similar engagements, when the content of the statement, production, writing or speech is related to the aims and activities of the Organization. (c) Staff members shall not accept any gratuity or favour from any commercial firm or individual doing or seeking business with the Organization."

Special rules applicable to dealings with commercial firms or individuals doing or seeking business with the Organization

18. Staff Rule 101.8 (c) provides: “Staff members shall not accept any gratuity or favour from any commercial firm or individual doing or seeking business with the Organization.”

C. Public information relationships

Public Statements outside official duties

19. Prior to publishing any book or article, making a statement to the press, giving a lecture or speech, or participating in a radio or television broadcast concerning UNESCO, the United Nations, any of the Specialized Agencies, or any other intergovernmental organization, a staff member must obtain the written approval from DIR/HRM as described in the HR Procedure 2.1. Such prior written approval must also be requested whenever, in connection with a book, article, lecture, statement to the press, radio or television broadcast or speech, a staff member's name is to be associated with UNESCO. This prior approval is not necessary when officials publish such material or make such statements in the performance of their duties.

20. HRM will examine the issues covered and the context in which the written or verbal communication is being foreseen. It will consider in particular whether the author is identified as UNESCO staff member, whether such communication could reasonably be expected to have an adverse effect on UNESCO's policies or activities, and whether such a project has a significant impact on UNESCO's relations with the country/government.

21. A staff member assigned to a Field duty station or on mission, who finds himself/herself in circumstances in which it is impracticable to seek the written approval of DIR/HRM shall request the authorization from the nearest Director/Head of the UNESCO Field Office who may grant the approval if he/she considers that such public statement is compatible with the interests of the Organization.

22. The request for approval should give full details of the topics to be dealt with and a copy of the statement or speech should be attached where appropriate. It should also indicate that the activity will be carried out in the staff member's spare time and whether or not any remuneration will be received for it (see HR Procedure 2.1 below).
Public statements during a mission

23. A staff member on mission, who expects to make a public declaration during such a mission, requests the authorization following the HR Procedure 2.2. Any public declaration made by a staff member on mission should appear in his/her mission report which may be transmitted to the Office of the Director-General (ODG) for information if the ADG of the Sector concerned considers it appropriate.

Publication of a book or an article

24. Any staff member who proposes to publish any matter may ask DIR/HRM whether Staff Rule 101.6 requires prior approval in the particular case. If necessary, DIR/HRM consults ADG/ERI, before replying to the staff member concerned.

Participation in outside meetings

25. A staff member who wishes or is invited to participate in his/her personal capacity in a meeting other than a meeting considered to be a private matter such as a purely social occasion, a religious ceremony or an assembly of shareholders or co-proprietors, must obtain previous authorization to participate. The procedure to be followed is that indicated in HR procedure 2.1. The staff member must also indicate in writing, when applying for authorization, whether he/she will receive remuneration or travel or subsistence expenses, in which case it will be for HRM to examine whether, in view of considerations such as the amount of remuneration involved, the requested authorization may be granted without any doubt arising as to the staff member’s integrity or independence.

Conditions for authorization

26. The participation by the staff member remains subject to Rules 1.4 and 1.5 of the Staff Rules and the corresponding provisions of the Staff Regulations. Conditions for authorization include:

   (a) the staff member must find the time required during his/her spare time, and if necessary request annual leave or leave without pay;

   (b) the Organization must not thereby incur any extra expense;

   (c) any possibility of confusion with official participation by the Organization must be avoided.

27. If a staff member intends to make a statement or a report in connection with his/her participation in an outside meeting, the procedure to be followed is that set out in HR Procedure 2.2.

Disclaimer

28. Once the staff member has received the approval for a public statement outside official duties from DIR/HRM, it is still advisable to consider using a disclaimer (for the content of disclaimer, please refer to HR Procedure 2.2.i., in order to prevent an association of any personal views or opinions of the staff member with the Organization.
D. Honours and favours

29. **Staff Regulation 1.6.** provides: “Except as hereinafter provided, no member of the Secretariat shall, during the period of his or her appointment accept any honour, decoration, favour, gift or remuneration from any government or from any other source external to the Organization. The Director-General may authorize such acceptance in respect of services rendered before appointment or for war service. He/she may authorize the acceptance of honours and prizes from educational, scientific or cultural organizations and the acceptance of remuneration for work done by a member of the Secretariat in his or her spare time provided that such work is not incompatible with his or her status as an international civil servant”

30. **Staff Rule 101.7** provides: “Any staff member who is approached by any other body, whether local, national or international, with a view to his or her accepting an honour or prize shall inform the Director-General and obtain his or her authorization in writing before accepting.”

31. When a staff member is approached by an outside body (local, national or international) with a view to accepting an honour, decoration, favour, gift or prize, he/she must request the Director-General’s authorization before accepting any such distinction. The procedure is as follows:

   a) The staff member submits a request to DIR/HRM giving full details of the matter;

   b) DIR/HRM forwards the request to the Director-General for his/her decision, adding comments on the compatibility with Staff Regulation 1.6.

32. The Director-General will grant authorization only exceptionally and in accordance with the provisions of Staff Regulation 1.6 and Staff Rule 101.7. if the proposed honours and prizes are from educational, scientific or cultural organizations or if the proposed honours or favours concern work done or services rendered before his/her appointment or in his/her spare time, and are compatible with his/her status as an international civil servant.

See also **HR Manual Item 18.4 Declaration of Interest and FinancialDisclosure Programme**

**Procedures**
1. **HR Procedure 2.1 - Outside activities: requesting the authorization to engage in a regular outside activity**
2. **HR Procedure 2.2 - Public statements**

**Staff Regulations**
1. **Staff Regulation 1.4**
2. **Staff Regulation 1.5**
3. **Staff Regulation 1.6**
4. **Staff Regulation 1.7**
5. **Staff Regulation 1.9 and 1.9.1**

**Staff Rules**
1. **Staff Rule 101.5 - Outside activities and interests**
2. **Staff Rule 101.6 - Public information relationships**
3. **Staff Rule 101.7 - Honours and favours**
4. **Staff Rule 101.8 - Acceptance of remuneration**
**Outside activities: requesting the authorization to engage in a regular outside activity**

a) The staff member concerned submits a request to DIR/HRM, containing a full statement on the nature of the work concerned, when and over what period it will be performed and what remuneration, if any, will be received, together with a declaration that the activity will be carried out in the staff member's spare time.

b) The staff member submits his/her request by memorandum to DIR/HRM via his/her supervisor, the Director of Division and the ADG of the Sector or the Director of the Bureau/Office (in the case of a staff member stationed away from Headquarters, via the Director/Head of Field Office) who add their recommendation to the staff member's request.

c) When a request is made by a Director on his/her own account, the memorandum is sent to Dir/HRM via the ADG of the Sector concerned, if any, to whom the Director concerned reports.

**Competent authorities**

d) Approval is granted by:

i) The DG on requests submitted by the DDG, ADGs or Directors of Bureaux/Offices;

ii) DIR/HRM on requests in all other cases.
Public statements

Staff members

a) Staff members should address a written request to DIR/HRM:

i) through their Division Director/Chief, the ADG of the Sector or the Director of the Bureau/Office for
   adding comments and through DIR/ERI, in the case of a staff member at Headquarters;

ii) through the Director/Head of Field Office for adding comments, and through DIR/ERI, in the case of a
    staff member stationed in a field office;

iii) through the ADG of the Sector concerned and DIR/ERI, in the case of Directors/Heads of UNESCO
    Field Offices.

b) The request for approval should give full details of the topics to be dealt with and a copy of the statement or
   speech should be attached where appropriate. It should also indicate that the activity will be carried out in the
   staff member's spare time and whether or not any remuneration will be received for it.

ERI

c) DIR/ERI examines the request and forwards it to DIR/HRM after adding his/her comments and recommendation.
   In the case of topics deemed politically sensitive, ERI obtains the prior clearance of ODG before forwarding the
   request to HRM.

d) Similarly, ERI informs and consults the DG's spokesperson if deemed necessary. Whenever a text needs to be
   modified, ERI takes up the matter with the Sector/Bureau/Office concerned, and/or directly with the staff member
   concerned.

HRM

e) When a request for approval is submitted by an ADG, DIR/HRM submits it to the DG, through the DDG, for
   his/her approval.

f) In all other cases, DIR/HRM examines the request in the light of the comments and recommendation(s) of the
   staff member's supervisors and DIR/ERI, and decides whether or not the request should be approved. He/she
   transmits the request for approval to the DDG or to the DG if he/she deems it necessary.

The Director-General

g) Approves the requests submitted by the DDG or an ADG and in all other cases when DIR/HRM deems it
   necessary.

Conditions of approval

h) All requests approved are subject to the terms of Staff Regulations 1.4 and 1.5, and, if remuneration is to be
   received, to the terms of Staff Regulation 1.6.

Disclaimer
i) If the name of the staff member is to be associated with UNESCO in any written text, it should be accompanied by an appropriate disclaimer clause, usually along the following lines: "The ideas and opinions expressed in this book/article are those of the author and do not necessarily represent the view of UNESCO".
HR Item 2.6. Identity documents

A. Purpose

1. This item consolidates the provisions and practices related to identity documents held by staff members and members of their household at the duty station. It does not cover the UNESCO Laissez-passer issued at Headquarters (See AM Item 12.3); the UN Laissez-passer and visas in connection with official travel (See HR Manual Item 8.2) and UN Certificates for Consultants (See HR Manual Item 13.10).

B. Passports

2. It is the responsibility of staff members to keep their national passports, and those of their spouse, dependants and household staff residing with them up to date and renewed before the expiry of their validity.

C. Identity documents

3. Staff members and members of their household shall hold valid identity documents. The Organisation shall make the necessary arrangements with national authorities in order to provide the staff members with valid resident permits reflecting their status of international civil servants.

D. Identity documents for staff members who are nationals of the duty station country

4. Staff members who are nationals of the country of the duty station are expected to obtain any identity document required of them as citizens of that country.

At Headquarters: Certificates of Service (Attestation de service)

5. Staff members, whatever their grade, who are French citizens may receive a certificate of service ("attestation de fonctions") issued by the French Ministry of Foreign Affairs. This document certifies that the staff member benefits from the immunities granted by the Headquarters Agreement. (see HR Procedure 2.3 for the issuance and renewal of this document).
E. Identity documents for staff members who are not nationals of the country of the duty station

Field duty stations

6. For staff members appointed to field duty stations, and who are not nationals of the country of their duty station, identity cards are issued by the national authorities as agreed between the national authorities and the senior UNESCO official at the duty station (Director/Head of Field Office). Identity cards are also issued to their spouses, dependants and household employees residing with them, who are not nationals of the country of their duty station. The identity cards are retrieved by the senior UNESCO official (Director/Head of Field Office) as may be required by the local authorities before the permanent departure of the staff member or members of his/her household from the duty station.

Headquarters

Special residence permits ("titres de séjour spéciaux") issued by the French Minister of Foreign Affairs

Staff members

7. Staff members who are not French citizens and who are not holders of a residence permit ("titre de séjour") issued by a "Préfecture" (See paragraph 9 below), are issued with a special residence permit ("titre de séjour spécial") by the French Ministry of Foreign Affairs in accordance with the provisions of the Headquarters Agreement. (See HR Procedure 2.3 for the issuance and renewal of this document).

8. The following types of special residence permits ("titres de séjour spéciaux") are issued:

   (a) "Titre de séjour spécial, grade diplomatique" (CD/CR): issued to staff members at the P-5 grade, and in the Director category up to Director-General.

   (b) "Titre de séjour spécial" (FI/FR), issued to staff members at the P-1 to P-4 grades.

   (c) "Titre de séjour spécial" (AT/AR), issued to staff members at the G-1 to G-7 grades.

Non French citizens, holders of Residence permits ("titres de séjour") issued by the "Préfectures"

9. If a staff member, his/her spouse and his/her dependant held a residence permit issued by the "Préfecture" before his/her recruitment, he/she keeps this permit and is not entitled to receive the special residence permits ("titres de séjour speciaux") issued by the French Minister of Foreign Affairs, referred to under paragraph 10 above. He/she may be issued with a certificate of service ("attestation de fonctions") issued by the French Ministry of Foreign Affairs (paragraph 5 above).

Members of the household

10. The staff member’s spouse and children under the age of 21 shall receive an identical special residence permit ("titres de séjour spéciaux") as the staff member concerned. (See HR Procedure 2.3 for the issuance and renewal of this document).

11. Dependent parents and household employee(s) of a staff member holding a contract of more than 6 months may receive a special residence permit. ERI/EO/PRO/VTS shall advise on each particular case. (See HR Procedure 2.3 for the issuance and renewal of this permit).
Restitution of special residence permits issued by the French Ministry of Foreign Affairs upon separation

12. Upon separation, staff members at Headquarters are required to return their special residence permits and those issued to their household members to ERI/EO/PRO/VTS which will arrange for cancellation with the French Ministry of Foreign Affairs.

13. After separation, former staff members are subject to French national legislation. Staff members wishing to stay in France after their separation from service may consult ERI/EO/PRO/VTS on permits they will have to request from the French authorities.

14. The French authorities shall examine requests from foreign international civil servants of UNESCO who are at the end of their career and who wish to spend their retirement in France, by taking into account the length of the applicant’s service at UNESCO Headquarters. To that end, UNESCO shall transmit to the protocol service of the Ministry of Foreign Affairs a summary of the career of the civil servants concerned. The period during which they have held a carte spéciale shall be indicated on the attestation de restitution which shall be given to them so that it may be submitted at the time of their request to the préfecture for a residence permit under general laws and regulations.

F. Reimbursement of fees

15. Staff members may obtain the reimbursement of fees charged for the renewal of passports and for visas. These costs are also reimbursable for eligible dependent family members of internationally recruited staff members if the passport or visa is required to enable the family member to join the staff member at the duty station. (See HR Procedure 2.4).

Procedures

1. HR Procedure 2.3 - Issuance and renewal of Residence Permits (Titres de séjour), Special Residence Permits (“Titres de séjour special”) and certificates of Service (“Attestation de service”)
2. HR Procedure 2.4 - Reimbursement of fees charged for the renewal of passports and for visas
Issuance and renewal of Residence Permits (Titres de séjour), Special Residence Permits (“Titres de séjour spécial”) and certificates of Service (“Attestation de service”)

On appointment

a) Internationally recruited staff should enter France with a special long-term visa (visa de long séjour D). On arrival at Headquarters a “titre de séjour spécial” is issued by the French Ministry of Foreign Affairs. Holders of “titre de séjour” issued by a “Préfecture” should keep such “titres de séjour”. For the issuance of D-Type visa to the eligible family members, the newly appointed staff members provide ERI/EO/PRO/VTS, as appropriate, with birth certificate(s) (of eligible children or of the staff members in case of dependent parents) and/or marriage certificate translated in French.

b) Titres de séjour spécial” may be delivered to a newly recruited staff member who was residing in France prior to recruitment as soon as he/she provides a proof of having returned his/her “titre de séjour” issued under conditions of French legislation.

Residence permits (“titres de séjour”) issued by the “Préfectures”

Staff member

c) Two months before the date of expiry of a residence permit issued by the “Préfecture”, the staff member should contact ERI/PRO/VTS to initiate its renewal.

ERI/EO/PRO/VTS

d) ERI/EO/PRO/VTS liaises with the “Préfecture” for the renewal of residence permits (titre de séjour).

Special residence permits ("titres de séjour spécial") issued by the French Ministry of Foreign Affairs

Staff Member

e) For the first issuance of a special residence permit (titre de séjour spécial) the staff member concerned fills in and signs the form “Fiche individuelle” issued by the French Ministry of Foreign Affairs (available at ERI/EO/PRO/VTS) in two copies and returns them back to ERI/EO/PRO/VTS together with five photos (35x40), copy of his/her letter of appointment and two copies of his/her national passport with visa type D for non-EU.

f) For the permit of members of the household, the following documents have to be provided:

(i) For the spouse: a copy of the marriage certificate; a copy of marriage certificate’ translation in French ; two copies of the national passport with visa type D for non-EU; form “Fiche individuelle” issued by the French Ministry of Foreign Affairs in two copies; form “Notification de nomination et de prise de fonctions d’un member de famille” in two copies; 5 photos (35x40).

(ii) For children under 21: a copy of birth certificate; a copy of birth certificate’ translation in French ; two copies of the national passport with visa type D for non-EU; form “Fiche individuelle” issued by the French Ministry of Foreign Affairs in two copies; form “Notification de nomination et de prise de fonctions d’un member de famille” in two copies; 5 photos (35x40).

(iii) For dependent parents: a birth certificate of the staff member proving the family tie; a copy of birth certificate’ translation in French ; two copies of the national passport with visa type D for non-EU; form “Fiche individuelle” issued by the French Ministry of Foreign Affairs in two copies; form “Notification de nomination et de prise de fonctions d’un member de famille” in two copies; 5 photos (35x40).
(iv) For household employees:

- **Those who will come to France:** copy of the employment contract signed by both parties, certificate from the employer ("Attestation sur l’honneur"), copy of the national passport; a request for visa type D addressed to ERI/EO/PRO/VTS.

- **Those who are in France:** two copies of the employment contract signed by both parties, two copies of the insurance policy (valid for 1 year), two copies of certificate from the employer ("Attestation sur l’honneur"), two copies of the national passport with visa type D for non-EU; form "Fiche individuelle" issued by the French Ministry of Foreign Affairs in two copies; form "Notification de nomination et de prise de fonctions d’un membre de famille" in two copies; 5 photos (35x40).

In some cases additional documents may be requested by ERI/EO/PRO/VTS.

g) **For the renewal** of the special residence permit (titre de séjour spécial) the staff member concerned should submit his/her "titre de séjour special" to ERI/EO/PRO/VTS one month before the expiry date, together with the relevant completed form ("Changement de situation du titulaire et/ou d’un membre de famille") issued by the French Ministry of Foreign Affairs for the renewal (available at ERI/EO/PRO/VTS) and a copy of his/her national passport.

ERI/EO/PRO/VTS

h) ERI/EO/PRO/VTS liaises with the French Ministry of Foreign Affairs for issuance and renewal of special residence permits (titre de séjour spécial). Before requesting any renewal, ERI/EO/PRO/VTS checks with HRM/SES that the staff member is still in service with UNESCO.

**Certificate of service (Attestation de Fonctions)**

Staff Member

i) **For the initial issuance of the Certificate of service (Attestation de Fonctions)** the staff member concerned fills in and signs the form issued by the French Ministry of Foreign Affairs (available at ERI/EO/PRO/VTS) in two copies and returns them back to ERI/EO/PRO/VTS together with five photos (35x40), copy of his/her letter of appointment and two copies of his/her national passport.

j) **For the renewal of a Certificate of service (Attestation de Fonctions)** the staff member concerned submits his/her “titre de séjour special” to ERI/EO/PRO/VTS one month before the expiry date together with the relevant completed form ("Changement de situation du titulaire et/ou d’un membre de famille") issued by the French Ministry of Foreign Affairs for the renewal (available at ERI/EO/PRO/VTS) and a copy of his/her national passport.

ERI/EO/PRO/VTS

k) ERI/EO/PRO/VTS liaises with the French Ministry of Foreign Affairs for the issuance and renewal of Certificates of service (Attestation de Service). Before requesting any renewal, ERI/EO/PRO/VTS checks with HRM/SES that the staff member is still in service with UNESCO.
Reimbursement of fees charged for the renewal of passports and for visas

To obtain the reimbursement of fees charged for the renewal of passports and for visas (for eligibility see HR Item 2.6 paragraph 15), the staff member should complete in two copies a general payment request (Form AM 3-7) and:

i) if he/she is stationed at Headquarters, forward Form AM 3-7 to the HRM/SES which authorizes the Bureau of Financial Management (BFM) to make payment to the staff member's bank account (see AM Item 3.3 A);

ii) if he/she is stationed at an Office away from Headquarters, forwards Form AM 3-7 to the Director/Head of Field Office for counter-signature and payment out of the imprest account.

iii) if he/she is assigned to a project financed by extra-budgetary funds, forwards Form AM 3-7 to HRM/SES which authorizes the BFM to make payment to the staff member's bank account.
A. Scope

1. All posts, at Headquarters, in the Field and in Category I Institutes are subject to the post classification policy with the following exceptions:

   • Deputy Director-General and Assistant Director-General posts;
   • Posts known as unclassified posts, which are established for special purposes by the Director-General (Staff Rule 102.1 [c]);

2. Temporary posts are subject to classification action upon establishment, but are not subject to reclassification action as described herein.

3. Appointments of Limited Duration (ALDs) are not subject to classification action (see Section 13.4 of the Human Resource Manual).

B. Legal Framework

4. The classification of posts in UNESCO is governed by the following provisions:

   • Article 13 of the International Civil Service Commission (ICSC) Statute and Rules of Procedure: “The ICSC establishes job classification standards for all categories of staff in the UN Common System.”;

   • Staff Regulation 2.1: “The Director-General shall make provision for the classification of posts and staff according to the nature of the duties and responsibilities required, in accordance with the decisions of the General Conference.”;

   • Staff Rule 102.1: Classified and Unclassified Posts (see Para 6 below);
Staff Rule 102.2: Compatibility with classification standards: "Any staff member who considers that the nature of the duties or the level of responsibilities required of him or her are not compatible with the classification standards or criteria applicable to the grade of his or her post may, at any time, submit to the Director-General a request for the reclassification of the post provided that there has been a substantial modification in the structure and responsibilities of the unit to which the post belongs, and consequently in the responsibilities of the claimant."

C. Definitions

5. **Post Classification** is the action of determining the grade of a post based on the complexity of duties and responsibilities assigned to the post by the responsible manager. The process consists in analyzing the elements of a job, including its placement in the organizational structure, and measuring these elements against the applicable classification standards promulgated by the ICSC.

6. **Classified posts, Categories and Grades (Staff Rule 102.1):** Posts, other than those of Deputy or Assistant Director-General, are classified in categories and grades according to standards or criteria established by the Director-General related to the nature of the duties and the level of responsibilities.
   - The Director Category comprises two grades: D-1 and D-2
   - The Professional Category comprises five grades: P-1, P-2, P-3, P-4, P-5
   - The National Officer Category comprises five grades: NOA, NOB, NOC, NOD, NOE;
   - The General Service category comprises seven grades: G-1, G-2, G-3, G-4, G-5, G-6, G-7

7. **Post Reclassification** takes place when, after the evaluation of an updated job description, a post is upgraded or downgraded, as a result of a substantial increase or decrease in the complexity of duties and responsibilities assigned to the post by the responsible manager.

D. Basic Principles

8. The basic principles governing post classification in UNESCO are the following:
   a) The principle of “equal pay for work of equal value” (or achieving fairness in the equitable remuneration of staff).
   b) UNESCO’s classification system is a rank-in-post system. Posts are classified on the basis of the requirements of the job and not on the basis on the incumbent’s profile or performance.
   c) Posts are classified in accordance with the applicable classification standards established by the International Civil Service Commission.

E. Job Descriptions

9. Supervisors are responsible for ensuring the validity of the job description of all staff members under their supervision at least once every 4 years.

10. When requesting the classification of a post, the immediate supervisor prepares a job description, ensuring that it accurately reflects currently assigned duties and responsibilities.
11. The authority to approve the functions and responsibilities in the job descriptions is as follows:

- For P-5 posts and above, by the ADG of the Sector/Director of Bureau;
- For P-1 to P-4 posts, by the ADG of the Sector/Director of Bureau or his/her delegated authority;
- For NPO posts, by the Head of Field Office;
- For General Service posts at Headquarters, by the second-level supervisor;
- For General Service posts in the field, by the Head of Field Office;
- For posts in Category I Institutes, by the Director of the Institute.
- For the Director of Category I Institute (s), by the ADG of the Sector or the DDG.

12. In the case of a post with a dual reporting line, the job description shall also be cleared by the Director of the Bureau/Sector which exercises the functional authority over the post concerned.

F. Request by Sectors/Bureaux/Field Offices for the classification of a post or for the review of the classification of an existing post

13. Requests for the classification of a post, or for the review of the classification of an existing post are submitted to Director HRM, by:

- the ADG of Sector/Director of Bureau for P/D posts and for G posts at Headquarters;
- the Head of Field Office, via the ADG of Sector concerned, for NPO posts;
- the Head of Field Office, for G posts in the field;
- the Director of Institute for posts in Category I Institutes.

14. Such requests are submitted in the following instances:

- At the time of the preparation of the Programme and Budget (C/5), in the context of the proposals for the staff establishment of the Sector/Bureau/Field Office for the next biennium;
- When a new post is created;
- Prior to the issuance of a vacancy announcement, when a substantive change in the functions of a post has occurred since the previous classification. Only vacant posts for which a substantive change has occurred or which have been classified for more than 4 years require to be classified before being advertised.
- When the duties and responsibilities of a post have changed substantially as a result of a restructuring or of a reorganisation.

15. They include:

- A complete and up-to-date job description using the applicable Job Description Forms available in Intranet, approved as per Paragraph 11 above;
b) An up-to-date organizational chart, approved by the ADG/Director of Bureau/Head of Field Office/Director of Institute, showing the placement of the post and its relationships to other posts within the unit and the relevant Bureau, Sector, Field Office, Institute. Where a restructuring or a reorganization has major strategic and structural implications, the organizational chart must be approved by the Director-General;

c) In the event that the duties and responsibilities of a post have changed substantially as a result of a restructuring or reorganization, a written justification of the changes specifying clearly the grounds thereof.

**Authority to approve Requests for the Review of classification of existing posts**

16. Requests for the review of the classification of an existing P/D post are approved by the Director-General. He/she also approves all requests for the review of classification of existing P/D/NO/G posts at HQs and in the Field when such requests are to be funded under the Reclassification Reserve[2].

**Authority to Classify posts**

17. The Classification Officer in HRM undertakes the classification analysis and the evaluation of the job description on the basis of the applicable classification standards established by the International Civil Service Commission (see Appendixes 3a and 3b of the Human Resource Manual).

18. The Classification Officer approves the classification of P/NO/G posts, except for the classification level of posts at P-5/NOE level and above which is approved by Director HRM, based on the evaluation of the job description by the Classification Officer.

**Notification of a Classification Decision**

19. DIR/HRM notifies the classification decision to the requesting Sector/ADG, Director of Bureau, Head of Field Office/Director of Institute, communicating the level of the post and the official title, together with a copy of the Job description classified by the Classification Section.

20. Where the post is occupied, the supervisor informs the incumbent of the post accordingly and provides him/her with a copy of the Job description. The incumbent is required to sign the Job Description acknowledging that he/she has taken cognizance of the duties and responsibilities attached to the post.

**Desk Audits: Definition**

21. A desk audit is a technical review initiated by HRM, in order to confirm the accuracy of an approved Job description, by clarifying the functions and verifying that they are properly described. A desk audit is conducted with the supervisor and with the incumbent of the post and other interlocutors, as required.

22. When the desk audit is completed, a desk audit report containing clarifications of the duties performed is signed by the incumbent of the post and the supervisor(s), confirming that the functions are adequately described. A copy of the full report is provided to the incumbent and the supervisor(s).
23. Upon completion of the desk audit, a job evaluation is conducted, as per Paragraph 17 above, the classification level is established and the post classified accordingly.

**Effective date of classification decisions**

24. Classification decisions shall become effective as of the 1st day of the month of the receipt by the Classification Section of a complete classification request. A classification request is deemed to be complete if it fulfills the conditions in paragraph 15 above.

25. Under exceptional circumstances, a classification decision may be retroactive. However, the effective date of the classification decision may not be more than one year prior to the date of the receipt of a complete request. In no case, can the reclassification take effect prior to the beginning of the biennium. Requests for retroactivity must be fully substantiated and submitted to Director HRM for approval by the Director-General.

**Promotion of staff to the higher grade following the reclassification of the post he/she is occupying**

26. When a post is upgraded, i.e. classified at a level above its current grade level, the promotion of the incumbent to that grade level shall normally ensue, provided that the promotion criteria are met, pursuant to Chapter 5, Item 5.9 C (paragraphs 3-5) of the HR Manual. The effective date of promotion may not precede the effective date of the classification decision.

**Downgrading of a Post**

27. When a post is downgraded, every effort shall be made to transfer the incumbent on a suitable post at his/her personal grade level within a reasonable amount of time (normally one year). If this does not occur, and if the staff member accepts, he/she shall be placed in the new grade and his/her new step shall be the step immediately above the salary level before transfer, in accordance with Staff Rule 104.14 c). However, if the previous salary was higher than the salary at the last step of the new grade, the level of his/her remuneration shall be maintained by means of a transitional personal allowance pensionable, representing the difference between the two levels of remuneration.

**G. Individual Claims for a Review of the Classification of posts (Staff Rule 102.2)**

28. When a substantial modification in the structure and the responsibilities of the unit to which the post of a staff member belongs results in a substantial change in the ongoing responsibilities of a staff member, if the staff member considers that the nature of the duties or the level of responsibilities required of him/her are not compatible with the classification standards or criteria applicable to the grade of his/her post, he/she may submit a request for the reclassification of the post he/she occupies.

29. Such requests are submitted to the Director-General via Director HRM, and via the Sector ADG/Director of Bureau/Head of Field Office/Director of Institute for his/her comments. The staff member should set out fully the grounds for the request; the ADG/Director of Bureau states whether or not the claim is supported and on what grounds. The staff member should request an update of his/her Job Description from his/her immediate supervisor reflecting the changes and approved by the second-level supervisor.
Review by the Classification Officer

30. The Classification Officer reviews the request and determine if the conditions in Paragraph 29 above are met e.g. if a substantial change in structure and responsibilities of the unit has resulted a substantial change of responsibilities.

31. If these conditions are not met, HRM informs the Director-General accordingly, as well as the staff member, and as required, the Sector/ADG, Director of Bureau or Head of Field Office/Director of Institute.

32. If both these conditions are met, the Classification Officer undertakes a classification analysis and an evaluation on the basis of the applicable classification standards established by the International Civil Service Commission (see Appendices 3A and 3B of the Human Resource Manual). In the context of this evaluation, HRM may conduct desk audits with the supervisor and the incumbent and other interlocutors, as required.

Decision by the Director-General

33. DIR/HRM submits his/her findings and recommendations to the Director-General for decision.

34. DIR/HRM notifies the Director-General’s classification decision to the staff member with a copy to the ADG/Director of Bureau or Head of Field Office, and to the supervisor.

35. Where the upgrading of the post is confirmed, the ADG /Director of Bureau/Head of Field Office must identify adequate funding within the Sector/Bureau to finance the upgrading of the post. Paragraph 26 relating to the promotion in relation with Post Reclassification apply to such classification decisions.

36. The classification decision taken by the Director General is subject to appeal in accordance with Paragraph 7 a) of the Statutes of the Appeals Board.

H. Roles and Responsibilities

37. The Director-General:
   - Approves all post creations;
   - Approves the requests for the review of classification of existing posts at P/D level;
   - Approves the requests for the review of the classification of posts under the Reserve for Reclassifications;
   - Decides on claims submitted by staff members concerning the grading of their posts in the context of Staff Rule 102.2.

38. Managers/Supervisors:
   - Structure units and posts to accomplish the organization’s mandate and goals efficiently and effectively;
   - Determine the content of job descriptions and assign duties to staff under their supervision;
   - Review job descriptions and ensure their updating/validity on a periodic basis, at least every 4 years;
   - Approve job descriptions ensuring they adequately and accurately reflect currently assigned duties and responsibilities;
   - Submit classification proposals in the context of their staffing proposals for the biennium and identify appropriate funding; and
39. **Chief Financial Officer:**

- Confirms funding availability for the proposed grade level;

40. **Director, HRM:**

- Ensures that the Classification policy and process responds to organizational needs and priorities and monitors its implementation;
- Provides advice to managers on classification issues;
- Has the delegated authority to approve the classification level of posts at the P-5/NOE level and above, based on the evaluation of the job description by the Classification Officer.
- Ensures the accurate and objective application of the classification standards;
- Notifies and implements all classification decisions.

41. **The Classification Officer:**

- Classifies all posts (General Service, National Officer and Professional Category and above) in accordance with the applicable classification standards.
- Provides technical advice to managers on post classification and organizational design issues;
- Provides advice to staff on the classification process and procedures and on questions relating to job descriptions.

I. **Other provisions**

42. External experts for the purpose of desk audits, will be selected by HRM from a list published on the Intranet.

J. **Monitoring and Reporting**

43. Director, HRM monitors the implementation of the policy and reports every biennium to the Director-General on classification issues, including the number and type of classification/reclassification actions and any recommended changes to the classification policy.

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[1] *Form HR 3-1* for posts in the professional and higher category, *Form HR 3-6* for posts in the General Service category.

[2] The Reclassification Reserve is a financial envelope which may be allocated for this purpose by the General Conference in the Programme and Budget.

**Staff Regulations**
1. **Staff Regulation 2.1**

**Staff Rules**
1. **Staff Rule 102.2 - Compatibility with classification standards**

**Circulars**
1. **AC/HR/10 - Post Classification Policy**
Forms
1. Form HR 3-1 - Job Description (Professional posts and higher category)
2. HR Form 3-6 - Job Description (Gs Posts)

Links
1. HRM Intranet
2. ICSC

Appendices
1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
2. Appendix 3 A - Classification standards for posts in the Directory and Professional categories (Master Standard)
3. Appendix 3 B – Classification standard General Services category
## Chapter 4a. Salaries and allowances (internationally recruited staff)

### 4.1. Introduction

### 4.2. Principles and methodology for setting salaries and allowances

### 4.3. Salary structure and components

### 4.4. Deductions and contributions

### 4.5. Allowances and grants

### 4.6. Other issues related to salaries and allowances

### HR Item 4.1. Introduction

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#### A. Purpose and scope

1. The salaries and allowances of staff members working in the UN system depend on the nature of recruitment and the type of appointment. Chapter 4 is therefore divided into two sections:

   - **Section A:** Internationally recruited staff members;
   - **Section B:** Locally recruited staff members

2. This Chapter codifies the current practices in the administration of salaries and allowances and sets out the related policies and procedures within the framework of the Staff Regulations and Staff Rules. It also provides information on the principles, purpose, methodology, eligibility and conditions for the payment of salaries and allowances.

3. Staff members are expected to take responsibility for familiarizing themselves with their duties, obligations and entitlements under the Staff Regulations and Rules.

4. Staff members are required to notify their HR Officer (HRM/SES) promptly, and in writing, of any change in their personal status that may affect their eligibility for allowances and entitlements and to submit official documentary evidence to substantiate the change. Prompt reporting of such changes will not only ensure that staff members receive the appropriate entitlements but also avoid recovery of overpayments.

5. Staff members are responsible for the accuracy of the information submitted. Incorrect, false or withheld information may not only result in the rejection of a submission of a claim, but may also result in disciplinary measures under Chapter X of the Staff Regulations and Staff Rules.

#### B. Basic legal documents

6. The UNESCO [Staff Regulations 3.1](#) and [3.2](#) and Staff Rules 103.1 to 103.24 provide the legal basis for the payment of salaries and allowances described in this Chapter.
7. The salaries and allowances of staff members are established by the Director-General, on the basis of decisions of the UN General Assembly and of the decisions and recommendations of the International Civil Service Commission, in accordance with the decisions of the General Conference.

C. Categories of staff members in UNESCO

8. **Staff Rule 100.2 (a)** defines a staff member of UNESCO as a person engaged by the Director-General other than a consultant, supernumerary, holder of a fee contract, a person engaged specifically for a conference or meeting*, for auxiliary duties in the UNESCO Commissary, or for maintenance duties in offices away from Headquarters, or a casual labourer. Persons engaged in field offices on Special Service Agreements (SSA) and Service Contracts (SC) are also not staff members of UNESCO.

* except those employed under short-term contracts for interpreters/translators.

9. The following are the categories of staff members:

(a) **Internationally recruited staff**, who are holders of either a fixed-term or indeterminate appointment:

(i) **Director and higher categories**:

- Deputy Director-General (DDG)
- Assistant Director-General (ADG)
- Principal Director – D-2
- Principal Officer – D-1

(ii) **Professional category**

- Professional staff – P-1 to P-5
- Junior Professional Officers – P-1 to P-2

(b) **Locally recruited staff**, who are holders of either a fixed-term or an indeterminate appointment and who are appointed exclusively for service at the local duty station:

(i) **National Professional category**

- National Professional Officers (in field offices only) – NO-A to NO-E

(ii) **General Service and related category**

- General Service - G-1 to G-7

(c) **Staff on temporary contracts** who do not hold a fixed-term or an indeterminate appointment and who are either internationally or locally recruited:

(i) International Professional and higher categories (includes Appointments of Limited Duration);

(ii) National Professional category (NPO) – in field offices only (includes Appointments of Limited Duration);
(iii) General Service and related categories (G-1 to G-7)

Staff Regulations
1. Staff Regulation 3.1
2. Staff Regulation 3.2

Staff Rules
1. Staff Rule 102.1 - Classified and unclassified posts
2. Staff Rule 103.1 - Annual salary scales
3. Staff Rule 103.2 - Adjustments to salaries
4. Staff Rule 103.3 - Salary on initial appointment
5. Staff Rule 103.4 - Salary increments
6. Staff Rule 103.5 - Overtime
7. Staff Rule 103.6 - Night differential
8. Staff Rule 103.7 - Eligibility for allowances
9. Staff Rule 103.8 - Nationality, recognized home
10. Staff Rule 103.9 - Definition of dependants
11. Staff Rule 103.10 - Assignment grant
12. Staff Rule 103.11 - Mobility and hardship - Subsistence allowance
13. Staff Rule 103.11bis - Rental subsidies and rental deductions
14. Staff Rule 103.12 - Education grant
15. Staff Rule 103.12bis - Special education grant for disabled children
16. Staff Rule 103.13 - Family allowances
17. Staff Rule 103.14 - Non-resident’s allowance
18. Staff Rule 103.14bis - Non-resident’s allowance - Transitional provisions
19. Staff Rule 103.15 - Language allowance
20. Staff Rule 103.16 - Staff assessment plan
21. Staff Rule 103.17 - Special post allowance
22. Staff Rule 103.18 - Reimbursement of income tax
23. Staff Rule 103.19 - Method of payment - Deductions and contributions
24. Staff Rule 103.20 - Pensionable remuneration
25. Staff Rule 103.21 - Currency of payments
26. Staff Rule 103.22 - Salary advance
27. Staff Rule 103.23 - Beneficiaries
28. Staff Rule 103.24 - Recovery of payments made in error
29. Staff Rule 100.2 - Definitions

Appendices
1. Appendix 4 E - Salary scales and allowances for staff in the Professional and higher categories
2. Appendix 4 F - Salary scales and allowances for staff in General Service category
HR Item 4.2. Principles and methodology for setting salaries and allowances

A. The Noblemaire Principle

1. Section B of this Chapter describes the salaries and allowances applicable to internationally recruited staff members who are holders of either a fixed-term or indeterminate contract.

2. The levels of salaries and allowances for international Professional and higher category staff in the UN common system are determined on the basis of the Noblemaire principle, which states that the international civil service should be able to recruit staff from all of its Member States, including the highest paid.

3. In application of this principle, the salaries of international Professional staff working in the UN are set by reference to the highest paying national civil service. The International Civil Service Commission (ICSC) carries out periodic studies to identify the national civil service which best meets the Noblemaire requirements. The US federal civil service in Washington DC is currently used as the comparator for determining UN salaries.

B. Methodology

4. ICSC, an independent expert body established by the UN General Assembly, regulates and coordinates the remuneration and conditions of service of staff in the UN common system in order to promote and maintain high standards in the international civil service.

5. ICSC carries out periodic comparisons of net remuneration between the UN base salary plus post adjustment in New York for each grade P-1 to D-2 with the salary (net of income tax) of equivalently graded jobs in the comparator US federal civil service in Washington D.C.

6. This comparison is expressed as an average ratio over a twelve-month period and is known as the margin (net remuneration margin). An adjustment to account for the difference in cost of living between New York and Washington D.C. is included in the calculation of the margin. The margin is maintained within a range of 110 to 120, with a desirable mid-point of 115, in favour of UN salaries (which is designed to compensate for expatriate service).

7. ICSC recommendations regarding salary increases for international professional staff members are designed to ensure that the margin is maintained within this range. The General Assembly decides on salary adjustments based on the recommendations from ICSC.

C. The United Nations Common System approach

8. The common system includes the United Nations, its funds and programmes and the UN specialized agencies. See HR Manual Item 1.4.

9. The salaries and allowances of staff working across the UN common system are established by ICSC, after approval by the UN General Assembly where required under the ICSC Statute. The Agreements between the United Nations and the other Organizations of the UN Common System have the purpose of developing common personnel standards, methods and arrangements designed to:
(a) avoid serious discrepancies in the terms and conditions of employment and undue competition between organizations in the recruitment of staff;

(b) facilitate exchange of staff between organisations within the common system;

(c) ensure equity and fairness for all staff members within the common system; and

(d) ensure cost and management efficiency and control through a coordinated and centralized system for setting salaries and allowances.

Links
1. ICSC

Appendices
1. Appendix 4 E - Salary scales and allowances for staff in the Professional and higher categories
HR Item 4.3. Salary structure and components

A. Salary structure

1. The salary of staff members in the international Professional and higher categories consists of two elements expressed in US Dollars, as follows:

   (a) base salary, which is the minimum salary payable to staff at any duty station; and
   
   (b) post adjustment, applicable at a given location, which is an amount payable in addition to base salary, designed to ensure that staff members have equivalent purchasing power in all duty stations.

2. The net base salary plus post adjustment represent the net remuneration of staff members before payment of other allowances.

B. Base salary

3. The annual base/floor salary scales are established by the Director-General, based on scales promulgated by ICSC for all staff members working in the UN common system. Salary scales are reviewed and approved by the UN General Assembly annually, based on recommendations from ICSC.

4. The base/floor salary scales are expressed in:

   (a) Gross terms; and
   
   (b) Net terms at the dependency or single rates after application of staff assessment

For information on the current annual salary scales for Professional and higher category staff, see HR Appendix 4 E).

For information on staff assessment, see HR Manual Item 4.4, paragraphs 1 to 8.

C. Post adjustment

Purpose

5. Post adjustment is an amount paid in addition to the base salary of international Professional and higher category staff members and is designed to ensure that their salaries have equivalent purchasing power at all UN duty stations worldwide. As the cost of living varies significantly between duty stations, post adjustment is set at different levels for each duty station so as to reflect differences in living costs and the exchange rate between the local currency and the US dollar.
Methodology

6. Differences in living costs are measured through cost-of-living surveys (often known as place-to-place surveys) conducted at all duty stations every 4-5 years. In order to calculate the post adjustment index, the results of these surveys are compared to the results of surveys carried out at New York, the base of the salary system for Professional staff. In this way, purchasing power parity is assured at all duty stations across the UN common system.

7. Duty stations with a higher cost of living than New York have higher post adjustment indices and consequently, higher net remuneration, while those with a lower cost of living will have a lower post adjustment index and lower net remuneration than New York.

8. Post adjustment indices are updated periodically in-between the comprehensive cost-of-living surveys to reflect changes due to inflation and exchange rate fluctuations (local currency vis-à-vis the US dollar).

9. The post adjustment multiplier is derived from the post adjustment index and specifies the number of multiplier points of post adjustment to be paid in addition to net base salary at each duty station: one multiplier point equals 1% of base salary. Thus, a multiplier of 10 results in a post adjustment payment equal to 10% of base salary, paid in addition to net base salary.

10. The post adjustment system is managed by ICSC. At the local level, post adjustment issues are co-ordinated by the lead agency, normally the agency with the greatest number of staff in that duty station. UNESCO is the lead agency for Paris and co-ordinates the cost of living surveys in Paris in co-operation with ICSC.

Application of post adjustment

11. The amount of post adjustment is calculated and paid automatically in addition to the net base salary of the staff member. Staff members entitled to salary at the dependency (D) rate will be paid post adjustment calculated on the basis of the dependency rate salary.

12. If the cost of living index at a given location is equal to, or lower than the base index of 100 on post adjustment index, the post adjustment is set at zero meaning that no additional payment is paid to the net base salary. There is no negative post adjustment.

13. The amount of post adjustment is taken into account in calculating the following:

(a) step on initial appointment or on change in category from local GS/NPO to international Professional level;

(b) contributions to Medical Benefits Fund;

(c) rental subsidy and rental deduction;

(d) assignment grant;

(e) special post allowance; and

(f) compensation for accrued annual leave on separation.
14. The amount of post adjustment does not affect the following:

(a) the level of pensionable remuneration, contributions to and benefits payable from the UN Pension Fund (eg retirement benefit, disability benefit, surviving dependant’s benefit, etc);
(b) compensation for service-incurred injury or death;
(c) group life insurance premiums;
(d) mobility and hardship allowances; and
(e) separation payments (except compensation for accrued annual leave) eg repatriation grant, termination indemnity, death benefit.

15. Specific arrangements related to the application of post adjustment may be approved under the following circumstances:

(a) A staff member who is assigned to a duty station with a lower post adjustment than the duty station in which he/she had been serving may continue to receive for up to 6 months the post adjustment applicable at the previous duty station provided his/her recognized dependants remain at that duty station. In such cases, however, the staff member shall not be entitled to the payment of the flat sum for boarding under the education grant scheme during the six months period in respect of any child who remains at the former duty station.

(b) If a staff member is appointed or assigned temporarily to a duty station for less than one year, he/she may receive a daily subsistence allowance (DSA) in lieu of post adjustment for a maximum period of 3 months (90 days). Where DSA is paid in lieu of post adjustment, it shall be paid for a minimum period of 1 month (30 days). Where payable, it shall be paid in full at the beginning of the appointment or assignment, at the before and after 60 days rates in force on the first of appointment or assignment. No changes in the total amount paid shall be made should the DSA rate subsequently change during the period in which DSA is payable. Where it is paid, DSA shall be limited to retained accommodation if the staff member is subsequently absent from the duty station on mission. Following the period in which DSA is paid, staff members shall receive post adjustment until the end of their appointment or assignment.

15 bis A gap closure measure, referred to as a personal transitional allowance (PTA) by International Civil Service Commission (ICSC) may be applicable in duty stations, as decided by ICSC, where the revision of Post adjustment index results in financial loss for staff members.

If both spouses are staff members

16. If both spouses are staff members in the UN common system and their salaries are subject to post adjustment, each shall be paid post adjustment at the single rate if there are no dependent children. If they have a dependent child or children, the dependency rate of the post adjustment shall normally apply to the spouse having the higher salary level and the single rate to the other spouse.

Procedures
1. HR Procedure 4.1 Base salary and post adjustment

Appendices
1. Appendix 4 E - Salary scales and allowances for staff in the Professional and higher categories
Base salary and post adjustment

a)  The salary of a staff member shall be determined on the basis of:
   i) the conditions of employment included in their letter of appointment (e.g. grade and step, duty station, etc.);
   ii) dependency status (single or dependent)

b)  The net base salary is set out in the salary scales for UN Professional and higher category staff according to their grade, step and dependency status. It is paid automatically to staff members through monthly payroll.

c)  The amount of post adjustment is calculated on the basis of the staff member’s grade, step, dependency status and duty station, and is also paid automatically through monthly payroll.

d)  Net base salaries and the amount of post adjustment are automatically updated if the underlying salary scales are updated by ICSC, subject to the approval of post adjustment.

Documentary evidence required

e)  Staff members must submit all documents required for each family member whom they wish to claim as dependent for net salary at the dependency rate and for family allowance purposes. For information on the required documentation for spouse benefit to be submitted annually, please see HR Procedure 4.7, Table 4-1; for child allowance, please see HR Procedure 4.8, Table 4-2.

How are staff informed?

f)  Upon appointment and any subsequent change in their professional and/or personal status, the staff member shall receive a copy of Notification of Personnel Action.

g)  Towards the end of each month, staff members shall receive a pay slip issued by BFM/Payroll detailing their:

   i) net base salary at the dependency or single rate after deduction of staff assessment;
   ii) post adjustment;
   iii) family allowance(s), if any;
   iv) rental subsidy, if any;
   v) (special) education grant(s), if any and when processed;
   vi) mobility, hardship and/or non-removal allowance(s), if any;
   vii) hazard pay, if any, where this is not paid locally by the Administrative Officer;
   viii) overtime and night differential, if any;
   ix) contribution to the Medical Benefits Fund;
   x) contribution to the UN Joint Staff Pension Fund;
xi) other deductions, if any, including parking charges, language courses, telephone costs, USLS loan repayments, staff association membership fees, rental deduction.

xii) recovery of advances, if any.

h) If staff members believe that there is any inaccuracy in the payment of their salary, they must promptly notify their HR Officer (HRM/SES).
HR Item 4.4. Deductions and contributions

A. Staff Assessment and principles governing tax reimbursement
B. Contributions to the United Nations Joint Staff Pension Fund (UNJSPF)
C. Contributions to the Medical Benefits Fund (MBF)
D. Contributions to the Voluntary Group Life Insurance Scheme (VGLI)

A. **Staff Assessment**

1. Most Member States have agreed to exempt staff members from taxation in respect of the salaries and emoluments paid to them by the United Nations or the specialized agencies by acceding to the Convention on the Privileges and Immunities of the United Nations and to the Convention on the Privileges and Immunities of the Specialized Agencies. However, some Member States have not done so in respect of their citizens or permanent residents, who are therefore required to pay taxes on the UN remuneration they receive from the United Nations or a specialized agency. In such cases, employer organizations reimburse the income tax for which their staff members are liable (see Staff Rule 103.18 and paragraphs 3 to 10 of present Item for the conditions of reimbursement).

2. The salary scales of staff members in all categories are expressed in both gross and net terms, the difference between these being staff assessment. This is a form of internal tax administered by Organisations, and is used to reimburse the income tax of staff members who are required to pay taxes on their UN remuneration. Staff assessment rates are applied to the gross salaries of staff members, but not to post adjustment, grants and allowances. Salaries are always paid to staff members on a “net of staff assessment” basis.

For information on the staff assessment rates for staff in the (international) Professional and higher categories, see Annex H to the Staff Regulations and Staff Rules.

For information on the staff assessment rates for staff in the General Service and National Professional categories, see Annex I to the Staff Regulations and Rules.

**Conditions for reimbursement of national income taxes**

3. Under Staff Rule 103.8, staff members may be refunded national income taxation paid in respect of their UNESCO salaries and emoluments, provided that:

   (a) he/she is a national of the country whose authorities levy the income tax or has a legal obligation to pay such tax according to the laws of his/her recognized home country, as determined upon initial appointment under the terms of Staff Rule 103.8;

   (b) the amount of reimbursement represents the difference between the tax payable on the staff member’s total income, including UNESCO earnings, and the tax which is payable on his/her income excluding UNESCO earnings;

   (c) the reimbursement does not include any penalty, interest or other charges payable as a result of the staff member’s failure to comply with the law;

   (d) the claim for reimbursement is submitted **within one year** from the date when the staff member actually paid the income tax or the last day on which he/she must file his/her tax return without an extension of time for filing.
For information on the recognized nationality of staff members for the purposes of the Staff Regulations and Rules, see HR Manual Item 5.2, paragraphs 48 to 51 (Nationality on appointment).

4. If, subsequent to initial appointment, the staff member’s recognized home country is changed to a country of which he/she is not a national, reimbursement of income tax on their UNESCO salaries and emoluments shall be approved only if staff members who were nationals of that country would have been liable for tax. Such reimbursement shall not exceed the amount to which the staff member would be entitled if he/she were a national of the country concerned.

**Status of permanent resident acquired prior to appointment**

5. When, prior to appointment, a staff member has acquired the legal status of a permanent resident in a country of which he/she is not a national, or taken any other steps towards acquiring in due course the nationality of that country, taxes that may be levied on his/her UNESCO earnings by the authorities of that country will be reimbursed provided that:

(a) his/her recognized home is determined at the time of appointment to be in the country concerned under the terms of Staff Rule 103.8(b);

(b) he/she has, under the laws of that country, a legal obligation to pay such taxes.

**Status of permanent resident acquired subsequently to appointment**

6. When, subsequent to appointment, a staff member acquires the legal status of a permanent resident in a country of which he/she is not a national, or take any other steps towards acquiring in due course the nationality of that country, taxes that may be levied on his/her UNESCO earnings by the authorities of that country will be reimbursed provided that:

(a) it has been decided under the terms of Staff Rule 103.8(c)(i) that the staff member’s recognized home is no longer as determined at the time of his/her appointment but is located in the country where he/she has become a permanent resident or national;

(b) as concerns permanent residents, in no circumstances will reimbursement exceed the amount to which the staff member would be entitled if he/she was a national of the country concerned.

**Staff members’ responsibility and legal obligations**

7. It is the personal responsibility of staff members to meet their legal obligations, if any, arising under the income tax laws of their country of nationality or permanent residence. Any penalty, interest or other charges payable as a result of the staff member’s failure to comply with the law shall not be reimbursed by the Organization.

8. Every tax-paying staff member is required to avail him/herself of all the exemptions and deductions allowed by the applicable tax laws to minimize his/her income taxes on his/her UNESCO earnings. The Organization is not obliged to reimburse income taxes paid by a staff member who fails to avail him/herself of any such exemptions or deductions.

9. Staff members shall notify the Organization promptly of any amended income tax returns filed subsequent to initial filing, and of any change in their tax liability as this may require adjustment of the tax reimbursement.
10. In case of any refund of taxes previously paid on account of their UNESCO earnings (e.g. subsequent exemption in respect of all or part of their UNESCO earnings which had been reported as their taxable income), staff members are obliged to refund to the Organization the appropriate portion of any income tax reimbursement or advance previously made to them by the Organization.

**B. Contributions to the United Nations Joint Staff Pension Fund (UNJSPF)**

11. The UN Joint Staff Pension Fund (UNJSPF) is a fund established by the UN General Assembly to provide retirement, death, disability and related benefits for the staff of the participating UN organizations, which include UNESCO.

Details on the Pension Fund, including eligibility, benefits, withdrawal entitlement, disability payments and other information can be found in the UNJSPF Regulations and Rules and HR Manual Item 7.3 (Pension fund).

12. All full-time staff members in the Organization shall become a participant in the UNJSPF in the following cases, whichever is earlier, provided that their participation is not expressly excluded by the terms of his/her appointment:

(a) upon commencement of employment under an appointment of six months or longer or upon accepting such an appointment while in employment; or

(b) upon completion, in UNESCO or in more than one organization or specialized agency member of the Pension Fund, of a period of six months service without an interruption of more than thirty days.

13. Pensionable remuneration scales (see Annex J of the Staff Regulations and Staff Rules) are the basis for determining the contributions to be paid to the UNJSPF by the staff member and the employer Organization, and for determining the amount of the benefit(s) payable to the beneficiaries under the UNJSPF Regulations. Currently, staff contribute 7.90 % of their pensionable remuneration to the UNJSPF, the Organization contributes 15.80 %.

**Pensionable remuneration of staff in the Professional and higher categories**

14. For participating staff members in the Professional and higher categories, there is one world-wide pensionable remuneration scale denominated in US dollars. This scale is promulgated by ICSC and is adjusted whenever there is a change in the net remuneration of staff members in the Professional and higher categories working in New York.

15. If the promotion of a staff member from the General Service or related categories to the Professional category would entail a decrease in his/her pensionable remuneration, he/she may request that his/her pensionable remuneration be maintained at the level applicable on the first day of the month preceding his/her promotion until such time as that level is attained or exceeded by the pensionable remuneration applicable to the staff member’s new grade and step.

For information on the pensionable remuneration for Professional and higher category staff, see Annex J to the Staff Regulations and Staff Rules.

**Pensionable remuneration of staff in the GS and NPO categories**

16. In the case of participant staff members in the GS and NPO categories (locally recruited staff), pensionable remuneration is the equivalent in US dollars of the sum of:
(a) the staff member’s gross pensionable salary; and

(b) any language allowance paid to General Service staff; and

(c) any non-resident’s allowance paid to General Service staff (only applies to staff who became entitled to this allowance prior to 1 September 1983)

For information on the gross pensionable salary of staff in the GS and NPO categories by duty station, see United Nations Salaries and Allowances web site.

C. Contributions to the Medical Benefits Fund (MBF)

17. The Medical Benefits Fund (MBF) provides medical insurance benefits to participating staff members and eligible, registered family dependants, subject to the conditions specified in the MBF Rules.

18. All staff members are required to become a participant in the MBF in the following cases, unless their participation is expressly excluded by the terms of his/her appointment:

(a) upon commencing employment on an appointment of six months or longer; or

(b) upon completing six months of service without interruption of more than thirty days.

19. Notwithstanding the above provisions, HRM, on behalf of the Director-General, may decide that a staff member shall remain affiliated or be affiliated to a national social security system, or be covered by a special accident-illness insurance taken out by the Organization.

20. The contribution of participating staff members shall be calculated on the basis of their annual remuneration which, for the purposes of the MBF Rules, shall be the equivalent of the sum of:

For staff members in the Professional and higher categories

(a) their annual net base salary and post adjustment and spouse or single or transitional allowance;

For staff members in the General Service and NPO categories

(b) their annual net salary plus any language allowance payable and any non-resident’s allowance payable.

21. The Organization’s contribution to the MBF is the same as that of the participating staff member.

22. Where a participating staff member is entitled to only part of his/her salary (e.g. part-time work, special leave with partial pay, etc.), his/her contribution shall nevertheless be calculated on the basis of the full remuneration that would otherwise be due to him/her.

For information of the MBF scale of contributions for participants, see HR Appendix 7 A Rules of the UNESCO MBF, Annex VII.
D. Contributions to the Voluntary Group Life Insurance Scheme (VGLI)

23. The Voluntary Life Insurance (VGLI) Scheme is made available by the Organization to provide preferential premium rates and accidental permanent disability insurance coverage for staff members. The premium is paid entirely by the staff member although the Organization covers the administrative costs for managing the scheme.

24. Participation in the VGLI scheme is optional. The premium rates vary according to the age of the participating staff member and the coverage required; payments to the company providing the service are made automatically from payroll on monthly basis.

For further information on VGLI scheme, please refer to HR Manual Chapter 7 Social Security, HR Manual Item 7.5 Voluntary Life Insurance Scheme.

Procedures
1. HR Procedure 4.2 - Reimbursement of income tax (excluding claims for tax paid in the USA)
2. HR Procedure 4.3 - Reimbursement of US income tax
3. HR Procedure 4.4 - Advance on estimated US income tax
4. HR Procedure 4.5 - Enrolment in the UNJSPF
5. HR Procedure 4.6 - Enrolment in the MBF

Staff Regulations
1. Staff Regulation 1.8
2. Annex B - Annual gross and net salaries for the Professional category and above; Family allowances
3. Annex I - Staff assessment plan
4. Annex H - Staff assessment rates applicable to staff in the Professional category and above
5. Annex J - Pensionable remuneration for staff in the Professional category and above

Staff Rules
1. Staff Rule 103.8 - Nationality, recognized home
2. Staff Rule 103.11 - Mobility and hardship - Subsistence allowance
3. Staff Rule 103.16 - Staff assessment plan
4. Staff Rule 103.18 - Reimbursement of income tax
5. Staff Rule 103.19 - Method of payment - Deductions and contributions
6. Staff Rule 103.20 - Pensionable remuneration
7. Staff Rule 106.3 - Medical care
8. Staff Rule 106.4 - United Nations Joint Staff Pension Fund

Key Documents
1. Basic Texts
2. Convention on Privileges and Immunities of the Specialized Agencies
3. UNESCO Constitution - Article XII - Legal status of the Organization
4. UNESCO Headquarters Agreement

Forms
1. Form HR 4-7 - Request for Reimbursement of Income Tax (all countries except USA)
2. Form HR 4-10 - Advances on Estimated United States Income Tax

Appendices
1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
2. Appendix 4 E - Salary scales and allowances for staff in the Professional and higher categories
3. Appendix 7 A - Rules of the UNESCO Medical Benefits Fund
Reimbursement of income tax (excluding claims for taxes paid to the US tax authorities)

When to request?

a) Reimbursement of income tax can be claimed from the date on which staff members actually paid the tax. No claims for reimbursement of income tax shall be accepted one year after that date.

How to request?

b) The preparation of tax declarations as well as the payment of any income tax due is the responsibility of staff members. However, advances to meet the cost of such payments may be obtained from BFM/Payroll.

c) To apply for reimbursement of income tax paid on their UNESCO earnings, staff members should complete the Request for Reimbursement of Income Tax – all countries except USA (Form HR 4-7) and submit it along with copies of their income tax returns to AO of their Sector/Bureau who will create a budget code for the reimbursement and will transfer the claim to BFM/Payroll.

d) A married staff member who has filed a separate tax return should certify that the total tax payable on separate returns is lower than if a joint return had been filed, and may be required to provide to UNESCO a copy of the spouse’s return.

e) Staff members must notify BFM/Payroll, promptly and in writing, of any amended returns subsequently filed, or of any change in their tax liability which might require adjustment of the tax reimbursement.

Documentary evidence required

f) The only document accepted by UNESCO for the purpose of income tax reimbursement is a certified copy of the income tax returns submitted to the competent fiscal authorities. Staff members shall provide evidence of taxes paid or other documents or information, as requested by UNESCO.

Who approves?

g) BFM/Payroll reviews the documents received from the staff member and verifies the amount of tax reimbursement requested by the staff member against the documents provided, relevant tax tables and other guidelines.

How are staff informed?

h) Income tax reimbursements, after deduction of the amounts of any advances paid, shall be made into the bank account designated by the staff member. BFM/Payroll confirms the bank account details with the staff member concerned prior to effecting the payment. In the case when the total reimbursable income tax for a tax year is lower than the amount of advances received for that year, BFM/Payroll informs the staff member and requests a full refund of the excess amount into the Organization’s bank account.
Reimbursement of US income tax

Staff members are advised that UNESCO has outsourced the processing of US tax reimbursement claims and advances to the International Atomic Energy Agency (IAEA) in Vienna.

When to request?

a) Reimbursement of income tax can be claimed starting from the date on which the staff members paid the tax. No claims for reimbursement of income tax shall be accepted one year after that date.

How to request?

a) The preparation of tax declarations as well as the payment of any income tax due is the responsibility of staff members. However, advances to meet the cost of such payments may be obtained from BFM/Payroll (see HR Procedure 4.4).

b) To apply for reimbursement of income tax paid on their UNESCO earnings, staff members should complete the Request for Reimbursement of Income Tax – USA only (Form HR 4-6) and submit it along with copies of their income tax returns to:

Financial Policy Specialist
Financial Policy and Systems Section
Room A0677
International Atomic Energy Agency (IAEA)
Wagramerstrasse 5
P.O. Box 100
1400 Vienna Austria

d) Staff members must notify IAEA promptly, and in writing, of any amended returns subsequently filed, or of any change in their tax liability which might require adjustment of the tax reimbursement.

Documentary evidence required

e) The only document accepted by IAEA for the purpose of income tax reimbursement is a certified copy of the income tax returns submitted to the competent fiscal authorities. Staff members shall provide evidence of taxes paid or other documents or information, as requested by IAEA.

Who approves?

f) IAEA will review the documents received from the staff member and will verify the amount of tax reimbursement requested by the staff member against the documents provided, relevant tax tables and other guidelines. IAEA will then advise BOC/Payroll on the amount to be paid; and BFM/Payroll will authorize and make the payments.

How are staff informed?

g) Income tax reimbursements, after deduction of the amounts of any advances paid, shall be made into the bank account designated by the staff member. BFM/Payroll confirms the bank account details with the staff member concerned prior to processing the payment.
Advance on estimated US income tax

When to request?

a) Staff members who are required to make advance payments to the US fiscal authorities on their estimated income tax for the year may apply for tax advances from the Organization. UNESCO will make a single advance payment per tax year.

How to request?

b) To apply for an advance on estimated US income tax, staff members should complete the Advances on Estimated US Income Tax (Form HR 4-10) and submit it to:
Financial Policy Specialist Financial Policy and Systems Section
International Atomic Energy Agency
Wagramerstrasse 5
P.O. Box 100
1400 Vienna
Austria

Documentary evidence required

c) Staff members who have already received income tax reimbursements from UNESCO are not required to submit any other documents in addition to the above mentioned Form HR 4-10 for the purpose of receiving a tax advance. The amount of tax advance will be authorized on the basis of the staff member’s tax exposure in previous years and shall not normally exceed the amount of tax reimbursed for the previous tax year.

d) New staff members, or those who have previously not received income tax reimbursements from UNESCO, are required to show documentary evidence of income tax paid for the tax year prior to the one for which the advance is requested, such as copies of filed income tax returns or any other evidence that would allow the IAEA (on behalf of BFM/Payroll) to assess the staff member’s tax exposure and to determine the level of advance to authorize.

Who approves?

e) IAEA will review the requests for payment of advances on estimated US income tax and will advise BFM/Payroll on the amount to be paid. BFM/Payroll authorizes and makes the payments.

How are staff informed?

f) Once the request for advance payment of income tax has been approved by BFM/Payroll, the staff member will be informed of the authorized amount to be paid. In cases when the total reimbursable income tax for a tax year is lower than the amount of advances received for that year, BFM/Payroll informs the staff member and requests a full refund of the excess amount paid into the Organization’s bank account.
Enrolment in the UNJSPF

a) HRM/SES determines the eligibility of staff members to participate in the Pension Fund and takes the necessary action to enrol them in the Fund.

b) If entitled to participate in the Fund, staff members must complete the United Nations Joint Staff Pension Fund Forms (available on the UNJSPF web site) and submit them to HRM/SPI.

c) The staff member’s contribution to the UNJSPF is deducted on a monthly basis from his/her emoluments and will be shown on his/her pay slip. The Organization shall also contribute to the UNJSPF on behalf of the staff member.
Enrolment in the MBF

a) HRM/SES determines the eligibility to participate in the MBF and takes the necessary action to enrol staff members and any eligible family dependants into the Fund.

b) The staff member’s contribution to the MBF is deducted on a monthly basis from his/her remuneration and is shown on his/her pay slip. The Organization also contributes to the MBF on behalf of the staff member.
HR Item 4.5. Allowances and grants

A. Family allowances
B. Spouse allowance
C. Child allowance
D. Secondary dependency allowance
E. Settling-in grant
F. Rental subsidy
G. Rental deduction
H. Education grant
I. Special education grant for disabled children
J. Mobility incentive and hardship allowance
K. Hardship allowance
L. Mobility incentive
M. deleted
N. Danger Pay
O. Evacuation: Security Evacuation Allowance (SEA)
P. Non-family service allowance
Q. Overtime Compensatory Pay and Time Off
R. Night differential
S. Rest and recuperation (R&R) allowance
T. Special post allowance (SPA)
U. Representation and transportation allowances

A. Family allowances

Staff Rule 103.13

1. Family allowance benefits in respect of family members recognized as dependants under Staff Rule 103.9 are payable to staff members who hold a fixed-term, indeterminate or temporary appointment and who have any of the following recognized dependants:

(a) spouse;
(b) children;
(c) secondary dependant (parent, brother or sister)

B. Spouse allowance

Purpose

2. The spouse allowance payable for a recognized dependent spouse is designed to recognize the additional expenses which may result from having a dependent spouse.
Definition of spouse

3. **Spouse** means a person with whom a staff member is affiliated by virtue of a marriage or a domestic partnership legally recognized by a competent national authority and having the same effects as a marriage (Staff Rule 100.2 (a) ter). Recognition of a marriage/domestic partnership shall be based on the law of the place where the marriage/domestic partnership was registered. Evidence of the legal status of marriage/domestic partnership shall be based on a legally binding document certified by the appropriate national authority. If need be, HRM shall submit the requests for verification to the Permanent Delegation to UNESCO of the respective country and shall take action in accordance with that verification. Only one dependent spouse shall be recognized by UNESCO.

Eligibility

4. Staff members in the Professional and higher categories holding a fixed-term, indeterminate or temporary appointment are eligible for spouse allowance in respect of a dependent spouse.

5. For a spouse to be recognised as dependent during the course of a given year, the spouse must have:

   (a) no occupational earnings; or

   (b) if employed, annual gross earnings (occupational earnings *(brut imposable for spouses working in France, gross before deductions elsewhere)* and pension and other retirement-related benefits) that do not exceed the lowest entry level of the United Nations General Service gross salary scales in force on 1 January of the year concerned for the duty station in the country of the spouse’s place of work, the entry level amount referenced shall not at any duty station be less than the equivalent of the lowest entry level salary at the base of the salary system (G-2, step I, for New York).

Spouse off-set

5 bis If a staff member in the Professional category shows that the earnings (including occupational earnings and pension and other retirement-related benefits) of his or her spouse exceed the ceiling provided under paragraph 5 above by less than the amount of the relevant spouse allowance, he/she shall be paid an allowance equal to the difference between that amount and the excess of occupational earnings; however, the spouse shall not be deemed to be dependent under Staff Rule 103.9.

Conditions of payment

6. The spouse allowance payable in respect of the dependent spouse represents an equivalent of 6 per cent of net remuneration (base salary plus post adjustment). For staff members in receipt of special post allowance the net remuneration for the purpose of spouse entitlement means net base salary plus post adjustment plus special post allowance.

For information on the salary scales for the Professional and higher categories, see **HR Appendix 4 E**.

7. Spouse benefits are not payable to staff member who already receive a secondary dependant’s allowance. Staff members should, therefore, choose to receive either the spouse benefit or the secondary dependant’s allowance, but they cannot receive both.

8. Staff members who wish to claim a spouse benefit are required to submit, in January of each year, documentary evidence of their spouses’ gross occupational earnings in the previous calendar year.
9. The spouse allowance operates on a calendar-year basis. This means that when a spouse's total gross occupational earnings for the year fall below the established ceiling, the benefit shall be payable for the full calendar year regardless of the number of months the spouse actually worked during that year. But when the spouse's annual gross occupational earnings exceed the established limit in a given year, no spouse allowance shall be payable for that year even if the spouse worked for only part of the year.

10. If a spouse allowance was paid on the basis of the spouse's estimated occupational earnings for a given year, but the actual occupational earnings during that year were in excess of the earnings limit, the overpayment shall be recovered. Staff members must report such cases to their HR Officer (HRM).

11. A staff member who did not claim a spouse allowance for a given year because the spouse's estimated earnings exceeded the established limit may claim the benefit retroactively within a year if the actual earnings were below the limit.

For information on the documentary evidence required for the spouse allowance, see HR Procedure 4.7 Table 4-1.

12. When a staff member has been in service or married for less than a full calendar year, the spouse allowance is payable only for the period following his/her appointment or marriage. Similarly, when a staff member separates from service, the spouse allowance is payable only until his/her separation.

13. A staff member who is legally separated may continue to claim a spouse benefit, subject to submission of documentary evidence of main and continuing financial support of his/her spouse (e.g. bank transfers, cashed cheques or other appropriate legal evidence).

14. A staff member who is divorced or widowed is not entitled to any allowance in respect of the former or deceased spouse.

If both spouses are staff members

15. If both spouses are staff members in the Professional and higher categories in the UN common system, one spouse may be recognized as a dependent spouse during periods when he/she is not in receipt of a salary, subject to the eligibility requirements set out in paragraphs 4 and 5 above.

C. Child allowance

Purpose

16. Child allowance compensates staff members for the additional expenses incurred with respect to eligible dependent children. The amount of the allowance is approved by the UN General Assembly, based on recommendations by ICSC, and is based on the weighted average of tax abatements and social security benefit payments in the eight UN headquarters duty stations (i.e. New York, Geneva, Vienna, Rome, Paris, London, Montreal and Madrid) that would be paid to a P-4, Step VI.

Eligibility

17. Staff members in the international Professional and higher categories holding a fixed-term, indeterminate or temporary appointment are eligible for a child allowance in respect of each dependent child.
Dependency status

18. For the purposes of this allowance, a dependent child should be:
   (a) under the age of 18 or, if in full time attendance at an educational institution, under the age of 21; and
   (b) a child for whom the staff member provides main and continuing support (irrespective of the income of the staff member’s spouse, if employed)

19. The relationship of the dependent child to the staff member should be one of the following:
   (a) The child is the staff member’s legitimate or natural child;
   (b) The child is the staff member’s stepchild;
   (c) The child is the staff member’s legally adopted child.

20. Adoption shall be considered legally valid if either of the following conditions are fulfilled:
   (a) adoption is effected under the laws of the staff member’s country of nationality or permanent residence; or
   (b) if adoption is effected under the laws of a different country, it is considered as a valid adoption under the laws of the staff member’s country of nationality or permanent residence.

21. Evidence of legal adoption shall be a court decision, order or certification stating that the petition for adoption has been granted. Such documents should be duly signed by a judge with the appropriate court seal affixed.

22. If the child does not reside with the staff member, the staff member shall be required to submit evidence of main and continuing support for the child. School attendance away from the staff member’s duty station shall not necessarily be interpreted as meaning that the child does not reside with the staff member.

Dependency status for disabled children

23. In the case of a disabled child over the age of 18, the requirements of age and full-time school attendance are not applicable if he/she is physically or mentally incapacitated for full-time school attendance or gainful employment, certified by UNESCO’s Chief Medical Officer (CMO) and based on periodic medical reports from the child’s duly qualified physician. CMO will decide the frequency with which the staff member is required to submit such medical reports.

Conditions for payment

24. The child allowance shall be payable in respect of each dependent child.

25. Staff members shall be required to provide documentary evidence of the main and continuing support in the following cases:
   (a) for a child who does not reside with the staff member;
   (b) for a married child under the age of 18 or, if in full-time school attendance, under age 21.

For children between the ages of 18 and 21, payment of child allowance shall be discontinued in any of the following cases:
(a) on the 18th birthday, unless full-time school attendance continues; 
(b) on the date full-time school attendance ceases between the ages of 18 to 21; 
(c) on the 21st birthday, unless the child is disabled; 
(d) upon marriage of the child, unless the staff member provides evidence of main and continuing support.

26. The child allowance paid by UNESCO shall be reduced by the amount of any allowance that a staff member may receive under a national social security scheme. Staff members must notify their HR Officer (HRM) of any such amounts received.

For information on the amount of the allowance in respect of each dependent child, by duty station and currency of payment, see [HR Appendix 4 E](#).

**Conditions for payment of child allowance for disabled children**

27. The level of child allowance payable in respect of an eligible disabled child is double the level of the regular child allowance. Staff members in the Professional and higher categories with no dependent spouse, and who are entitled to salary and allowances at the dependency rate in respect of a disabled child, shall in addition receive a child allowance, payable at the level of the regular child allowance.

**If both spouses are staff members**

28. If both parents are staff members in the UN common system, the child allowance is normally paid only to the spouse receiving the higher salary.

**Single parent allowance**

29. The single parent allowance compensates single staff members in the Professional and higher categories for the additional expenses incurred with respect to eligible dependent children.

For the purposes of this allowance a single parent staff member is defined as follows:

a. The staff member who has a dependent child to whom he/she provides main and continuing support;

b. The staff member who does not have a spouse (he/she is single, divorced or widowed); if divorced, the staff member should have a sole or shared parental authority over the child to be eligible to a single parent allowance.

**Conditions for payment of single parent allowance**

29 bis The single parent allowance represents an equivalent of 6 per cent of net remuneration (base salary plus post adjustment). For staff members in receipt of special post allowance the net remuneration for the purpose of single parent allowance means net base salary plus post adjustment plus special post allowance. The single parent allowance is payable in respect of the first dependent child of the single staff member.
Transitional measures: staff members in receipt of the dependency rate of salary in respect of a dependent child at the time of conversion to the unified scale structure (1 January 2017) and who are not eligible to receive a single parent allowance, will receive a transitional allowance of 6 percent of net remuneration in respect of the dependent child. No child allowance will be paid concurrently in respect of that child, except if that child is recognized as a dependent disabled child, in which case the staff member receives the transitional allowance plus the child allowance for the same child. The amount of the transitional allowance would be reduced by one percentage point of net remuneration every 12 months following the introduction of the unified salary scale (i.e. on 1 January 2018, 1 January 2019 etc.) until it reaches or becomes less than the amount of the child allowance, in which case the latter would be payable in lieu. The transitional allowance would be discontinued if the child in respect of whom the transitional allowance is paid is no longer a dependent child. The Transitional Allowance would also be discontinued if the staff member is subsequently paid a dependent spouse allowance or becomes entitled to the single parent allowance.

D. Secondary dependency allowance

Purpose

30. Secondary dependency allowance is payable to contribute to the upkeep of one secondary dependant (parent, brother or sister)

Eligibility

31. A staff member in the Professional and higher categories holding a fixed-term, indeterminate or temporary appointment who is not in receipt of a dependent spouse benefit may be eligible for one secondary dependency allowance in respect of his/her father, mother, brother or sister provided that:

(a) the staff member provides at least 50% of the total financial support of his/her father, mother, brother or sister concerned; and

(b) the staff member’s financial support is at least twice the amount of the secondary dependency allowance.

Conditions for payment

32. The secondary dependency allowance may be payable:

(a) in respect of only one secondary dependant, provided the staff member is not in receipt of a spouse benefit;

(b) in respect of a brother or sister, provided he/she fulfils the same conditions relating to age, school attendance or incapacity established for dependent children (see paragraph 18) In the case of a disabled brother or sister over the age of 18, the requirements of age and full-time school attendance may be waived if he/she is physically or mentally incapacitated for full-time school attendance or gainful employment, as certified by CMO (see paragraph 23)

For information on the amount of the allowance in respect of a secondary dependent, by duty station and currency of payment, see UN Salaries and Allowances web site.

If both spouses are staff members

33. If both spouses are staff members in the UN common system, each spouse may receive a dependency allowance for one secondary dependant, subject to the conditions established for secondary dependants.
E. Settling-in grant

Staff Rule 103.10

Purpose

34. The settling-in grant is designed to provide eligible staff members with a reasonable cash amount at the beginning of an assignment to cover:

(a) initial costs incurred by staff members and their recognized dependants resulting from their initial appointment, assignment or transfer to another duty station;

(b) any pre-departure expenses that may have been incurred as a result of relocating to a new duty station in another country.

Eligibility

35. The settling-in grant is payable in respect of an internationally recruited staff member holding a fixed-term or indeterminate appointment who travels at UNESCO’s expense upon initial appointment or reassignment to a duty station for a period of service expected to be of at least one year.

35 bis Internationally recruited staff members who previously held a temporary appointment or non-staff member contract (for example, an individual consultant or SC contract) immediately prior to their fixed-term or indeterminate appointment in the same duty station and whose travel expenses for their initial contract with UNESCO were paid by the Organization, may be eligible for payment of the settling-in grant provided that they have spent less than 12 months in that duty station.

36. A staff member recruited from within commuting distance of the duty station (except cases covered under paragraph 35 bis above) is not eligible for a settling-in grant unless he/she can demonstrate that it was necessary to change accommodation as a direct consequence of taking up the appointment with UNESCO, for example, after moving out of a house formerly provided free of charge by his/her previous employer. Other accommodation changes within the area of commuting distance, promotion to the Professional or higher categories of a staff member previously serving in the General Service or National Officers’ category within UNESCO at the same duty station, or recruitment after service on another type of contract at the same duty station and where travel expenses were not paid by the Organization, shall not give rise to payment of the grant.

37. Pursuant to paragraphs 35 and 36, a staff member is eligible for payment of the settling-in grant when he/she has been authorized to travel involving relocation from beyond commuting distance and necessitating a change of accommodation, whether or not the travel is within the same country.

38. A daily subsistence portion of the settling-in grant is also payable for each recognized member of the staff member’s eligible family (i.e. spouse and dependent children) for whom the staff member had an entitlement to travel expenses to the duty station at the time of initial appointment, assignment or transfer to the duty station, whose travel expenses have been paid by the Organization and who are installed in the duty station for not less than six months. It follows therefore that the family member must arrive at the duty station at least six months prior to the date on which the staff member’s service at the duty station is expected to end. The six months’ requirement may be waived in the case of a dependent child who attends an educational institution outside the duty station.
Structure of the settling-in grant

39. The settling-in grant consists of two portions, a Daily Subsistence Allowance and a lump sum portion:

Daily Subsistence Allowance (DSA) portion

40. DSA is payable to a staff member from his/her date of arrival at the duty station for 30 days at the standard daily rate on the date of arrival at the duty station.

41. It is also payable in respect of each of eligible family members for whom the staff member had an entitlement to travel expenses to the duty station at the time of initial appointment, assignment or transfer to the duty station, who were authorized by HRM to travel at UNESCO's expense and who join the staff member at the duty station; in case of family members, DSA is paid at half the standard daily rate on the date of their arrival.

42. Special DSA rates have been established for specified hotels at some locations. These rates shall only be payable where the use of such hotels follows specific instructions from the UN Department of Safety and Security or with the prior confirmation from the Head of Field Office that the staff member and/or eligible family members have no alternative but to stay at the specified hotel. In all cases, requests for payment at the special rate must be supported by receipted hotel bills for the days claimed at that special rate. The remainder of the DSA portion of the grant shall be calculated on the basis of the standard DSA rate for the duty station.

43. If there are exceptional housing difficulties at duty station as confirmed by the UN Resident Coordinator, an extended settling in grant may be payable in respect of the staff member for a further period of up to 60 days if he/she is still staying in a hotel or similar temporary accommodation as a result of the exceptional housing difficulties (i.e. up to the 90th day of the staff member's assignment). In such cases, HRM may authorize payment of the extended settling-in grant on confirmation from the UN Resident Co-ordinator that these additional payments are justified. The DSA payable for the period of extension is 60 per cent of the prevailing rate for the staff member and 30 per cent for each eligible family member. If an extension of DSA payments is authorized, no claims for rental subsidy may be made for the same period. If an extension of DSA payments is not authorized, the staff member may claim rental subsidy based on hotel receipts. The hotel room rate excluding food and/or other costs will be used for determining the subsidy, and applicable local maximum rent levels apply.

For information on the current DSA rates, see AM Appendix 15.2A.

Lump sum portion

44. The lump sum portion is payable only in respect of staff members holding fixed-term or indeterminate contracts.

45. The lump-sum portion is calculated on the basis of one-month of the staff member’s net base salary and post adjustment for the duty station at the staff member’s grade/step on the date of appointment, reassignment or transfer.

46. If the assignment to a new duty station is for less than one year, the lump-sum portion shall be prorated in the proportion that the number of months of assignment bears to 12 months. Should the assignment be subsequently extended to one year or longer at the same duty station, the staff member shall receive the balance of the lump-sum portion which would have been paid had the initial appointment been for one year or longer.
Timing of payment

47. The DSA portion of the staff member’s settling-in grant is payable on the actual date of arrival at the duty station at the rate effective on the date of arrival. The DSA element payable for the staff member’s eligible family members is payable on the actual date of arrival of each family member at the duty station.

48. The lump sum portion of one month’s salary is also payable on the actual date of the staff member's arrival at the duty station.

Return to the same duty station

49. When a change of duty station or new appointment involves a return to a place at which the staff member was previously stationed, and where a settling-in grant had been paid, the full amount of the grant (composed of both the DSA and lump-sum portions, where applicable) shall be paid only when the staff member has been absent from that place for at least 12 months. In the case of a shorter absence, the amount payable shall normally be that proportion of the full grant that the completed months of absence bear to 12 months.

Recovery of the settling-in grant

50. The DSA portion of the settling-in grant shall normally not be recoverable, unless the staff member leaves the duty station on his/her own initiative within the first month of assignment.

51. When the completed period of service at the duty station is less than one year (unless separation or an end to the assignment in the duty station is determined to be in the best interests of the Organization), the lump-sum portion of the grant shall be pro-rated and recovered or adjusted in the proportion that the period of service at the duty station bears to one year. No recovery shall be made if a staff member completes the first year of service at the duty station.

52. If a family member is repatriated before six months of cumulative stay in the duty station after installation, recovery of the DSA portion paid in his/her respect shall be made, unless it is authorized by the Organization or determined to be fully justified. (Staff Rule 103.10 (g))

If both spouses are staff members

53. If both spouses are staff members in the UN common system and both are entitled to the settling-in grant on appointment, reassignment or transfer to the same duty station, each spouse will be entitled to the full DSA portion. The DSA in respect of a dependent child shall be paid to the staff member on whom the child is recognized as being dependent. Only one lump sum element shall be payable, even if spouses travel at different times to the same duty station. The lump sum shall normally be payable to the spouse whose lump sum yields the higher amount.

54. When both spouses travel on appointment, transfer or assignment at the expense of the Organization to different duty stations:

(a) Each staff member shall receive the DSA portion of the grant for himself or herself;

(b) The DSA portion in respect of dependent children travelling to one of the duty stations where their parents are assigned shall normally be paid to the parent on whom they are recognized as being dependent, unless the child accompanies the other parent and both staff members request that the DSA portion be paid to that other parent;

(c) Each staff member shall receive the lump-sum portion applicable to his or her situation.
Commuting distance shall be established for each duty station based on local conditions and the availability of suitable public transport, although an estimated, one-way door-to-door travel time of 1.5 hours or distance of 100 kms shall normally be deemed to be within commuting distance.

F. Rental subsidy

Staff Rule 103.11 bis

Purpose

The rental subsidy scheme is an integral part of the post adjustment system which is designed to ensure that staff in the international Professional and higher categories receive the same net salary in terms of purchasing power wherever they work in the world. While post adjustment contains a housing component based on the average rents paid by staff at the duty station, the actual rents paid by staff may be higher than the average, in particular for those newly arrived at the duty station. The rental subsidy scheme provides financial compensation to staff whose rent is higher than the average rent taken into account in the post adjustment system.

Eligibility

The rental subsidy scheme applies to those staff members in the international Professional and higher categories on fixed-term or indeterminate appointments whose rented accommodation is of a reasonable standard but costs significantly more than the average for the duty station.

Staff members who receive daily subsistence allowance (DSA) in a duty station in lieu of post adjustment shall not be eligible for rental subsidy, nor when in receipt of the DSA element of the assignment grant (see paragraphs 41-43 above).

Staff members living in their own home (as owners) or in accommodation owned by someone residing in their household shall not be entitled to rental subsidy.

When a staff member who previously held a temporary appointment or non-staff member contract (for example, an individual consultant or SC contract) immediately prior to their fixed-term or indeterminate appointment in the same duty station, and whose travel expenses for their initial contract with UNESCO were paid by the Organization, may be eligible for a rental subsidy provided that:

(a) they have spent less than 12 months in that duty station; and

(b) upon taking up their functions under their temporary appointment or a non-staff contract, their initial travel expenses were paid by the Organization.

Definitions and conditions for rental subsidy

Actual rent

For rental subsidy calculation purposes, actual rent does not include the following expenses:

(a) utility/service charges including electricity, water, heating and parking. If such charges are included in the actual rent, they should be deducted in order to obtain the actual net rent to be subsidized. If the charges are not identified separately, the actual total rent are reduced by 10% to obtain the actual net rent to be subsidized;
(b) repairs;
(c) guarantee / deposit.

62. Rental costs relating to sub-leased rented accommodation may give rise to an entitlement to a rental subsidy only if the sub-lease is legally documented.

Individual rent threshold

63. An entitlement to rental subsidy arises only when the actual net rent paid by the staff member exceeds an individual rent threshold, as defined below. Staff members are required to bear the full rental costs up to that amount.

64. The International Civil Service Commission (ICSC) establishes two threshold percentages for each duty station for the purposes of rental subsidy calculation:

(a) one for staff with dependants;
(b) one for staff without dependants

The two threshold percentages represent the ratio of average rent to remuneration for that duty station. An individual rent threshold is then calculated by multiplying the remuneration of the staff member by the appropriate rental subsidy threshold percentage for the duty station.

65. For the purpose of this calculation, remuneration consists of net base salary, post adjustment and, where applicable, special post allowance and, where applicable, spouse allowance or single parent allowance *

* Transitional allowance is considered to be part of the remuneration for the purpose of the rental subsidy as a temporary measure pending appropriate adjustments to SAP so to calculate the rental subsidy allowance for staff members in receipt of this allowance in accordance with the ICSC instructions (ICSC/CIRC/GEN/01/2016) issued on 4 November 2016.

For ICSC circulars on post adjustment, which show the applicable rental subsidy threshold percentages for each duty station see ICSC web site.

Reasonable maximum rent levels

66. The reasonable maximum rent level is the yardstick against which the reasonableness of rental accommodation is assessed.

67. No subsidy shall be paid for any portion of the actual rent exceeding the reasonable maximum rent level. The subsidy shall be calculated on the basis of the actual rent paid, provided that it exceeds the individual threshold rent level applicable to the staff member, or the reasonable maximum rent, whichever is lower.

For headquarters locations and duty stations in Europe and North America

68. In headquarters locations, reasonable maximum rent levels are set by the UN lead agency for the duty station and are based on factors such as grade, family size and rent levels in the local rental market. UNESCO is the lead agency for Paris. In New York and Geneva locations, an upward adjustment of 10% shall be made in the applicable reasonable maximum rent level for staff at the D-1 and D-2 levels; and of 20% for staff at the level of ADG and above.
For duty stations in field office locations (A to E duty stations)

69. In field office locations, no formal reasonable maximum rent levels are set. Instead, the UN’s Resident Coordinator certifies whether the accommodation and rent paid are reasonable, taking into account local market conditions and the rents paid for housing of similar quality and size. For the purpose of certification, accommodation is grouped in two categories as follows:

(a) **Reasonable**: If the accommodation is similar in quality and size to that occupied by other staff members at the duty station with similar family circumstances, the accommodation will be certified as “reasonable”.

(b) **Above average**: If the accommodation is of substantially higher quality than that occupied by other staff members at the duty station with similar family circumstances and results in a higher rent, the accommodation may be certified as “above average”. In such cases, the amount of the subsidy shall be calculated on the basis of the rent paid by staff members at the duty station with similar family circumstances for “reasonable” accommodation.

See [HR Appendix 4 G](#) - Reasonable maximum rents in selected duty stations

**Reimbursement rates**

70. Rental subsidy is calculated by applying a reimbursement rate to the difference between the actual rental costs or the applicable reasonable maximum rent level (whichever is lower) and the individual threshold rent amount.

For information on the reimbursement rates, see Table (4-5) below.

For headquarters locations and duty stations in Europe and North America

71. At headquarters and other duty stations in Europe and North America, the reimbursement rate is 80% up to the end of the 4th year in which the staff member is assigned to the duty station. The reimbursement rate then declines each year, as shown in Table (4-5) No rental subsidy is payable after 7 years at the same duty station.

For duty stations in field office locations (A to E duty stations)

72. At duty stations in field office locations, the reimbursement rate is 80% for the duration of the staff member’s assignment to the duty station. There is no limit to the number of years during which the rental subsidy may be paid.

### Table 4-5 Reimbursement rates of rental subsidy based on location

<table>
<thead>
<tr>
<th>No. of Years</th>
<th>Paris and other headquarters locations (H duty stations)</th>
<th>Field office locations (A to E duty stations)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Newcomers &quot;Force Majeure&quot; Cases</td>
<td>Staff members in the duty station</td>
</tr>
<tr>
<td>1</td>
<td>80% 80%</td>
<td>80%</td>
</tr>
<tr>
<td>2</td>
<td>80% 80%</td>
<td>80%</td>
</tr>
<tr>
<td>3</td>
<td>80% 60%</td>
<td>80%</td>
</tr>
<tr>
<td>4</td>
<td>80% 40%</td>
<td>80%</td>
</tr>
<tr>
<td>5</td>
<td>60% 20%</td>
<td>80%</td>
</tr>
<tr>
<td>6</td>
<td>40% ---</td>
<td>80%</td>
</tr>
<tr>
<td>7 and final year</td>
<td>20% ---</td>
<td>80% (the 7 years' limit does not apply)</td>
</tr>
</tbody>
</table>
Rental subsidy calculation formula

73. The rental subsidy is calculated using the following formula:
   
   (a) \( \text{(Monthly net salary + post adjustment + special post allowance, where applicable + single allowance or parent allowance, where applicable)} \times \text{rental subsidy threshold percentage (dependency or single rate) for the duty station} = \text{individual rental subsidy threshold} \)
   
   (b) \( \text{Actual rent or reasonable maximum rent level (whichever is lower) – individual rental subsidy threshold} = \text{excess of rent over threshold} \)
   
   (c) \( \text{Excess of rent over threshold} \times \text{applicable reimbursement rate for the duty station according to the year} = \text{amount of rental subsidy} \)

* Transitional allowance is considered to be part of the remuneration for the purpose of the rental subsidy as a temporary measure pending appropriate adjustments to SAP so to calculate the rental subsidy allowance for staff members in receipt of this allowance in accordance with the ICSC instructions (ICSC/CIRC/GEN/01/2016) issued on 4 November 2016.

Maximum and minimum amounts of the rental subsidy

74. The amount of rental subsidy shall not exceed 40% of the actual rent or of the applicable reasonable maximum rent level, whichever is lower. However, this ceiling has been abolished in a small number of duty stations outside Europe and North America where commercial rents are considerably higher than the rental component of the post adjustment index.

75. No subsidy shall be paid if the monthly rental subsidy payable would amount to less than $10.

Subsidy for a licensed rental agent/broker’s fee

76. Staff members may be eligible for a subsidy in respect of a one-off fee paid to a licensed rental agent/broker for services rendered in obtaining accommodation at the duty station provided that the following requirements are met:
   
   (a) the staff member is also eligible for a monthly rental subsidy;
   
   (b) the amount of the fee exceeds the individual threshold amount; and
   
   (c) the fee is charged by a licensed rental agent/broker.

77. Subsidies for the agent’s fee shall be treated as a one-off rental expenditure and shall be payable only once during a staff member’s assignment to a particular duty station. The subsidy for an agent’s fee shall be computed as follows:
   
   (a) When the amount of rent paid by the staff member does not exceed the reasonable maximum rent level, the subsidy for the agent’s fee shall be calculated by applying the reimbursement rate specified in paragraph 72 to that part of the fee that exceeds the monthly individual threshold amount as described in paragraph 73;
   
   (b) When the amount of rent paid by the staff member exceeds the reasonable maximum rent level, the agent’s fee shall be reduced in the proportion that the reasonable maximum rent level bears to the amount of rent paid by the staff member. The subsidy shall be calculated by applying the reimbursement rate specified in paragraph 72 to that part of the reduced fee that exceeds the monthly individual threshold amount as described in paragraph 73.
Additional definitions and conditions for rental subsidy at duty stations in Europe and North America

78. At duty stations in Europe and North America, a rental subsidy is only payable to staff members who fall in one of the following categories:

(a) **Newcomers**: staff members newly appointed or transferred from another duty station may be paid rental subsidy during the first seven years at the duty station, counted from the end of the period during which the staff member was paid the DSA element of the assignment grant on arrival at the duty station. If the staff member did not receive an assignment grant on appointment, the seven-year period shall start from the date of initial arrival at the duty station.

(b) **Special leave**: Staff members who take special leave with full or partial pay or special leave without pay during their first seven years at the duty station, from either the end of the period during which an assignment grant was paid, or the date of initial arrival at the duty station, shall only be eligible for a rental subsidy during the seven year period, irrespective of the time spent on special leave.

(c) **Force majeure**: staff members forced to change their rented accommodation as a result of circumstances beyond their control may be eligible for a rental subsidy for a period of up to five years, counted from the first day of the new lease agreement following the force majeure, and within the overall qualifying period of seven years for a rental subsidy at the same duty station as set out in (a) above. Staff members are eligible only once for a rental subsidy at the same duty station for reasons of force majeure.

The situations under which staff members may qualify for rental subsidy under force majeure shall be limited to the following:

(i) Demolition of the dwelling, extensive damage or lack of access to the dwelling owing to elements beyond the control of the staff member;

(ii) Forced eviction/repossession by the landlord through legal proceedings;

(iii) Conversion of the dwelling from rental to cooperative or condominium.

Under no circumstances can a rental subsidy be paid after seven years at the duty station, regardless of the date of occurrence of any force majeure.

Additional conditions for rental subsidy at duty stations outside Europe and North America

Modified rental subsidy calculation

79. At a small number of duty stations designated by ICSC, where rental subsidy thresholds have been calculated on the basis of government-provided housing, a modified rent subsidy formula shall apply where staff members are obliged to pay very high rents on the commercial market. In these situations, the rental subsidy shall be calculated as the sum of:

(a) 80% of the difference between the typical rents on the local commercial market and the applicable individual threshold rent level; and

(b) 90 to 95% of the difference between the actual rent paid by the staff member and the typical rent on the local commercial market.

For information on duty stations where the modified rental subsidy applies, please click here.
Combined rent

80. When a staff member is assigned to a duty station outside the capital city of the country of the assignment, his/her rental expenses at the duty station, if any, and the rent paid for the family’s accommodation at another location in the country of assignment may be considered as a single rent for the purposes of the rental subsidy, subject to the following conditions:

(a) the duty station lacks schools and/or medical facilities appropriate to the needs of the staff member’s family;

(b) the staff member’s family has travelled at the expense of the Organization to the country of the duty station, and has settled in the capital city or another city in that country with appropriate education and/or medical facilities;

(c) the staff member is obliged to rent accommodation at both locations.

81. In such situations, the rental subsidy shall be based on the combined rents, applying the rules and procedures of the rental subsidy scheme and using the established rental thresholds for the duty station.

82. The combined rent provision set out above shall not apply in the following situations:

(a) when the staff member’s family remains in the home country or in a third country;

(b) when the staff member’s family is settled at a location in the country of assignment other than the staff member’s duty station for reasons not related to the education or healthcare of the family members (eg for the general convenience of the spouse and children)

83. In cases when the combined rent provision is not applicable, a rental subsidy may be payable only in respect of accommodation rented by the staff member at the duty station.

Effective date of rental subsidy and conditions for payment

84. Rental subsidy is payable from the first day of the lease contract or the first day following the end of the period during which the staff member was paid the DSA portion of the assignment grant (or during which the assignment grant was extended), whichever is later.

85. Rental subsidy is paid on a monthly basis through payroll.

Responsibility to report changes

86. Staff members must notify their HR Officer (HRM/SES), promptly and in writing, of any changes that may affect their eligibility for and/or the amount of rental subsidy payable. They should use Form 425 (Rental Subsidy Application), attaching any supporting documents that may be required, in particular, a copy of the lease contract and evidence of payment (receipt or bank statement).

87. Such changes may include:

(a) change in accommodation;

(b) change of rent for the same accommodation;

(c) change in family size and/or dependency status.

88. When there is a change in an element used to calculate rental subsidy which can be accounted for automatically (eg changes in the staff member’s remuneration, including post adjustment, salary scale, grade, step) or in the parameters of the rental subsidy scheme (e.g. the threshold percentages, reasonable maximum rent levels, reimbursement rates), the change in the amount of the rental subsidy shall be effective from the date of the change of the relevant element.

89. Failure to report changes in a timely manner may result in the need to recover overpayments.
Staff members are responsible for the accuracy of the information submitted. Incorrect, false or withheld information may not only result in the rejection of a claim, but may also result in disciplinary measures under Chapter X (Disciplinary Measures) of the Staff Regulations and Rules.

Should staff members believe that there is any inaccuracy in the payment of the rental subsidy, they must promptly notify their HR Officer (HRM/SES).

**Currency of payment**

Rental subsidy shall normally be paid in local currency at the UN operational rate of exchange prevailing on the date the payment is made. If the staff member is required by the terms of his/her lease to pay rent in another currency, the subsidy may be payable in that currency.

**Salary advance for rental purposes**

When required to pay several months rent in advance, and where this is stipulated in the lease contract, international professional staff members may apply for a salary advance for rental purposes. The minimum period for which rent may be advanced is 3 months, the maximum is 24 months. Rental advances are payable in the currency of the lease contract and shall be recovered through monthly payroll deductions over the period for which the rent is advanced, or duration of the staff member's appointment, whichever is shorter. If the staff member is on probation, the maximum number of months of rent that can be advanced shall be limited to the remaining months of the probationary period, while the salary advance itself must be repaid in full before the end of the probationary period.

No further advance for rental purposes shall be authorized until any previous advance has been fully reimbursed.

Salary advances shall not be authorised to cover the cost of any deposit required on the rented accommodation.

If both spouses are staff members

If both spouses are staff members and are residing at the same duty station, the income taken into account for rental subsidy purposes shall be the higher of the two.

**G. Rental deduction**

*Staff Rule 103.11 bis f*

**Purpose and eligibility**

Staff members may be subject to a rental deduction from their salary if they receive housing assistance, including housing provided by a UN Organization, national government or related institution, either free or at a rent lower than the rent used in the calculation of post adjustment for the duty station. Rental deductions are designed to maintain equity in the application of the post adjustment system among staff members at the same duty station.

If the housing provided by the Organization, a government or related institution is declared by the UN Resident Coordinator to be clearly below standard, the amount of rental deduction may be reduced by 50%. In exceptional circumstances, the UN Resident Coordinator may authorize a full waiver of any rental deduction.
Responsibility to report housing assistance

99. Staff members are required to notify their HR Officer (HRM/SES) and the UN Resident Coordinator, promptly and in writing, of any housing assistance or free accommodation that they may receive and of any subsequent change which may affect their status or entitlements.

100. Failure to report such change in a timely manner may result in the recovery of overpayments.

101. Staff members are responsible for the accuracy of the information submitted. Incorrect, false or withheld information may not only result in the rejection of a submission of a claim, but may also result in disciplinary measures under Chapter X (Disciplinary Measures) of the Staff Regulations and Rules.

Calculation of rental deduction

102. The amount of the rental deduction shall be equal to 80 per cent of the difference between the actual rent paid by the staff member and the individual rental deduction threshold, which is an amount equal to 64 per cent of the individual rental subsidy threshold amount applicable for rental subsidy purposes. see paragraphs 63 to 65 above. The deduction may be reduced by half and, in exceptional cases, waived if the accommodation is clearly below average.

Effective date of rental deduction and conditions for payment

103. Rental deductions shall be made from the staff member’s salary on a monthly basis. They are effective from the day when the staff member first starts to receive the housing assistance or to live in housing provided by an Organization, a government or related institution.

104. No deduction shall be made where the monthly amount deductible is less than $10.

105. Should staff members believe that there is any inaccuracy in the rental deduction from their salary, they must promptly notify their HR Officer (HRM/SES).

H. Education grant

Staff Rule 103.12

Purpose

106. Education grant is designed to contribute towards the costs of education of dependent children of staff members resulting from their expatriation, thereby ensuring continuity of the academic curriculum and education during the staff members’ service in duty stations outside their home country.

Eligibility

107. Internationally recruited staff members holding a fixed-term or indeterminate appointment and whose recognised home is outside the country of the duty station are entitled to an education grant in respect of each dependent child in full-time attendance at an educational institution. If the staff member is subsequently reassigned to a duty station in his/her recognised home country during the course of a school year, the education grant may be paid for the remainder of that school year.

For information on the recognized home country of a staff member, see HR Item 6.13 (Home leave/home country), paragraphs 4 to 9.
For the purposes of this allowance, a dependent child shall be deemed to be a child whose relationship to the staff member is one of those indicated in paragraph 19 above and for whom the staff member provides main and continuing support.

Conditions of entitlement

The education grant is payable for dependent children in full-time attendance at an education institution starting from primary level and up to the end of the fourth year of post-secondary studies.

For the purposes of this allowance, education shall be deemed “primary”:

(a) if the child is five years or older at the beginning of the school year; or
(b) if the child reaches the age of five within three months of the beginning of the school year.

Exceptionally, a lower minimum eligibility age could be accepted for those educational institutions which, by virtue of law, require an earlier start of formal education.

For the purposes of this allowance, post-secondary studies shall be all courses followed after a secondary high school diploma/ baccalauréat/ maturité.

The education grant is not payable when the child ceases to be in full-time attendance at an educational institution or beyond the school year in which the child reaches the age of 25, unless the child’s education has been interrupted for at least one year by compulsory national service, illness or other compelling reason. In such cases the grant may be extended for the period of interruption beyond the scholastic year in which the child reaches the age of 25.

Admissible expenses (applicable for the school year in progress on 1 January 2018, for school year in progress on 1 January 2017 see attached).

Admissible expenses shall include tuition (including tuition in the mother tongue and summer courses organized by the school if the school certifies that such courses is a prerequisite for further attendance during the subsequent regular school and for the school regular diploma ) and enrolment-related fees (including examination fees if they are prerequisite to enter the school should the child be admitted to that school).

* Tuition in mother tongue may be reimbursed provided that:

a. the staff member serves in a country whose language is different from his/her mother tongue and the Director-General is satisfied that it is not possible to learn this language at the duty station;

b. the child attends a local school in which the language of instruction is not the staff member’s mother tongue;

c. Private tuition in the mother tongue of the spouse may be reimbursed on an exceptional case-by-case basis.
114. The admissible expenses as defined in paragraph 113 above are reimbursed at the rates indicated in the sliding scale below:

<table>
<thead>
<tr>
<th>Claim amount bracket (United States dollars)</th>
<th>Reimbursement rate (percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-11 600</td>
<td>86</td>
</tr>
<tr>
<td>11 601-17 400</td>
<td>81</td>
</tr>
<tr>
<td>17 401-23 200</td>
<td>76</td>
</tr>
<tr>
<td>23 201-29 000</td>
<td>71</td>
</tr>
<tr>
<td>29 001-34 800</td>
<td>66</td>
</tr>
<tr>
<td>34 801-40 600</td>
<td>61</td>
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<tr>
<td>40 601 and above</td>
<td>–</td>
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</tbody>
</table>

115. **Boarding costs** may be reimbursed at a flat amount of 5000 USD if the child in primary or secondary education of a staff member serving in A to E duty stations is a boarder and:

(a) attends an institution outside the country of duty station of the staff member; or

(b) attends an institution beyond commuting distance of the duty station or the staff member’s place of residence, and provided the Director-General is satisfied that no suitable school exists within such commuting distance.

116-126 deleted

**Capital Assessment Fee**

127. Capital assessment fee, charged by a school attended by the staff member child(ren) with respect to whom the education grant is paid, is reimbursed at 75% rate of the actual expenses outside the education grant scheme as described in paragraphs 113-114 above,

128. No education grant shall be paid where admissible expenses amount to less than $50 in the course of the school year.

For information on the maximum amounts of the education grant entitlements, see [HR Appendix 4 E](#).

**Scholarships, bursaries or similar grants**

129. The amount of any scholarship, bursary or similar grants received in respect of a child will be deducted from the expenses incurred by staff members in respect of their child’s education (including any non-admissible expenses, as defined above) before calculation of the education grant to which they may be entitled.

**Attendance or service for periods of less than the full scholastic year**

130. The amount of the education grant relating to admissible expenses for school attendance shall be prorated if the period of the child’s school attendance or period of service of the staff member covers less than two-thirds of the academic year. The amount of the grant relating to the flat sum for boarding shall be prorated if the period of the child’s school attendance or period of service of the staff member covers less than a full academic year.
131. For the purpose of prorating part months:
   (a) periods of 15 and more days shall be counted as full months;
   (b) periods of less than 15 days shall be counted as half months.
132. The education grant is not payable in respect of school attendance prior to the staff member’s appointment or following the staff member’s separation. However, should a staff member die in service during the course of the school year, education grant shall be paid for the remainder of that school year.

Education grant travel

For information on the education grant travel entitlement, see HR Chapter Leave 6, HR Item 6.15, Education grant travel.

Education grant advance and claims

See also AC/HR/25 of 25 September 2012

133. Eligible staff members who are required to pay all or part of their child’s full-time admissible attendance expenses at the beginning of the scholastic year may apply for an education grant advance for the scholastic year subject to the following conditions:
   (a) Only one advance shall be authorized per school year;
   (b) No further advances for subsequent school years shall be authorized until all previous advances have been settled through a final claim or recovered from the staff member.
134. Advances may be payable for the following expenses only: tuition fees, boarding fees, capital levy or equivalent, the flat sum for boarding and any mandatory charges which have to be paid in full at the beginning of the year.
135. If the admissible costs on which the advance was based subsequently increase, staff members should provide full details when they submit their final education grant claim at the end of the school year. Such final claims may be submitted only once, either at the end of the school year or within one month of the child ceasing to attend the institution.
136. Final education grant claims must be submitted promptly on completion of the school year. If the final education grant claim has not been received within three or four months following the end of the school year (for Headquarters and field office staff respectively), any advance shall be recovered automatically from the salary of the staff member.
137. Upon receipt of the final claim at the end of the school year, a final settlement shall be paid taking account of the actual admissible expenses incurred during the school year and any advance made. If the amount of the advance is greater than the actual admissible expenses incurred, the difference shall be recovered automatically from the staff member’s salary.

If both spouses are staff members

138. If both spouses are staff members in the UN common system, only the spouse receiving the dependency rate of salary and allowances may claim education grant and education grant travel(s) in respect of his/her child or children.
I. Special education grant for disabled children

Staff Rule 103.12 bis

Purpose

139. The special education grant is designed to contribute to the costs related to the education of disabled children.

Eligibility

140. The special education grant is payable to staff members who hold an indeterminate or a fixed-term appointment, whether or not they serve in their home country, in respect of a disabled dependent child as defined below.

141. For the purposes of the special education grant, a disabled child is a dependent child who, as certified by the UNESCO Chief Medical Officer, is unable, by reason of physical or mental disability, to attend a normal educational institution and therefore requires special teaching or training, on a full-time or part-time basis, to prepare him/her for full integration into society.

142. For the purposes of this entitlement, a dependent child is one whose relationship to the staff member is one of those indicated in paragraph 19 above and for whom the staff member provides main and continuing support (irrespective of the income of the staff member’s spouse, if employed).

143. Special education grant shall also apply to a disabled child who, as certified by the UNESCO Chief Medical Officer (CMO), is able to attend a regular institution, but still requires special teaching or training to assist him/her in overcoming the disability. When a disabled child is in full-time attendance at a regular institution and no special arrangements have been made for the child, international Professional staff may be entitled to the regular education grant.

For information on the maximum amounts of special education grant entitlement for disabled children, see HR Appendix 4 E.

Conditions of entitlement

144. Special education grant is payable in respect of each disabled dependent child from the date on which the special teaching or training is required, normally starting at primary level. However, and upon advice and recommendation of CMO, the special education grant may be authorized for a disabled child attending an institution at the pre-primary level. For the purposes of this entitlement, education shall be deemed “primary” when the child is five years or older at the beginning of the school year or when the child reaches the age of five within three months of the beginning of the school year.

145. Special education grant shall not normally be paid beyond the end of the school year in which the dependent child reaches the age of 25. In exceptional circumstances and where certified by the CMO, the grant may be extended up to the end of the school year in which the child reaches the age of 28.

Admissible educational expenses

146. In addition to those expenses admissible under the regular education grant scheme as set out in paragraph 114–116, the following expenses are also admissible under the special education grant:
(a) expenses required to provide an educational programme designed to meet the needs of a disabled child in order that he/she may attain the highest possible level of functional ability. These may include:

(b) charges for teaching or training services;

   (i) other costs or fees directly related to the educational programmes that are not optional or related to extracurricular activities;

   (ii) expenses for special equipment for educational purposes, if not covered under health insurance;

   (iii) expenses for full board (food and lodgings) in the case of a child attending an institution at the duty station if, as certified by the institution, such boarding is an integral part of the educational programme;

(c) expenses incurred for local transportation that may be required for a disabled child, up to the cost of twice the normal group transportation arrangements.

For information on admissible expenses under the regular education grant, see paragraphs 114 to 116 above.

Non-admissible educational expenses

147. Expenses defined as non-admissible under the regular education grant scheme (see paragraphs 117 - 118 above) are also non-admissible under the special education grant.

Conditions and reimbursement levels of the special education grant

148. The maximum amount of expenses admissible under the special education grant scheme, corresponding to the maximum grant payable in respect of disabled children, and the flat rates for boarding, are established by ICSC and approved by the UN General Assembly. These are reviewed every two years; and may be increased if the admissible expenses in the duty station exceed the existing expenses ceiling in more than 5% of claims and the movement of fees in representative secondary schools in the location exceeds 5%.

149. The special education grant entitlements in some countries are established in local currency. In many countries the entitlements are calculated on the basis of the exchange rate of the US dollar to the currency in which the expenses were incurred on the date of the payment of the special education grant.

For information on the maximum amounts of the education grant entitlements, see ICSC web site.

150. Payment for each disabled child shall be 100% of admissible expenses actually incurred, up to the maximum established for this entitlement.

Financial benefits or similar payments

151. The amount of admissible educational expenses shall be reduced by the amount of benefits or similar payments that may be available for other sources for the child's education and training. Staff members are required to report such benefits.

Attendance for periods of less than the full scholastic year

152. The amount of the special education grant, boarding expenses and capital assessment fee shall be prorated based on the period of school attendance, or period of service of the staff member, compared to the full school year when the period of attendance or service covers less than two thirds of the school year.
For the purpose of prorating part months:

(a) periods of 15 and more days shall be counted as full months;
(b) periods of less than 15 days shall be counted as half months.

153. The special education grant is not payable in respect of school attendance prior to the staff member’s appointment or following their separation. However, should the staff member die in service during the course of the school year, the special education grant shall be paid for the remainder of that school year.

Special education grant travel

For information on the special education grant travel entitlement, see HR Item 6.15, paragraph 9 (Special education grant travel).

Relationship between special and regular educations grants

154. If a disabled child is in full-time attendance at a regular educational institution and no special arrangements are made for the child at that institution, only the regular education grant may be payable, with no entitlement to special education grant.

155. In such cases, internationally recruited staff members serving in their home country and locally recruited staff members with a child attending a regular educational institution with no special arrangements shall not be entitled to education grant, whether regular or special.

156. When a disabled child is in full-time attendance at a normal education institution, but special arrangements are made at that institution for the child concerned, the staff member may be entitled to reimbursement under special education grant provisions, i.e. 100% of the maximum admissible education expenses. Capital assessment fee is not reimbursable in such a case.

Special education grant advance and claims

157. Eligible staff members who are required to pay all or part of their child's full-time admissible attendance expenses at the beginning of a school year may apply for a special education grant advance for the school year subject to the following conditions:

(a) Only one advance shall be authorized per school year;
(b) No further advances for subsequent school years shall be authorized until all previous advances have been settled through a final claim or recovered from the staff member.

158. No advance shall be payable in respect of the flat sum for boarding.

159. If the admissible costs on which the advance was based subsequently increase, staff members should provide details when they submit their final special education grant claim at the end of the school year. Such final claims may be submitted only once, either at the end of the school year or within one month of the child ceasing to attend the institution.

160. Final special education grant claims must be submitted promptly on completion of the school year. If a final special education grant claim has not been received within three months following the end of the school year, any advance shall be recovered automatically from the salary of the staff member.

161. Upon receipt of the final claim at the end of the school year, a final settlement shall be paid taking account of the actual admissible expenses incurred during the school year and any advance made. If the amount of the advance is greater than the actual admissible expenses incurred, the difference shall be recovered automatically from the staff member’s salary.
If both spouses are staff members

162. If both spouses are staff members in the UN common system, only the spouse receiving the dependency rate of salary and allowances may claim special education grant in respect of his/her disabled child or children.

J. Mobility incentive and hardship allowance

Staff Rule 103.11

163. The mobility incentive and hardship allowance are designed to compensate international Professional and higher category staff members for the difficult living and working conditions that they may incur when assigned to some locations and to encourage mobility between duty stations.

164. The mobility incentive and hardship allowance are non-pensionable allowances, paid in addition to net base salary and post adjustment:

(a) A hardship allowance reflecting the category of the duty station;

(b) A mobility incentive based on the number of separate assignments of the staff member and the category of the duty station.

These allowances are not considered as expatriate benefits and may be paid to eligible staff members serving in their home country.

Categories of duty stations

165. For the purposes of the mobility incentive and hardship allowance, duty stations are classified by the International Civil Service Commission (ICSC) based on an assessment of the overall quality of life at the duty station, taking into account local conditions including safety, security, health care, educational facilities, housing, climate, isolation and the availability of standard basic amenities of life for staff members and their families.

166. All duty stations are classified into one of the following six categories:

(a) “H” duty stations corresponding to locations where:

(i) a United Nations agency has its headquarters, i.e. Geneva, London, Madrid, Montreal, New York, Paris, Rome and Vienna; or

(ii) there are no United Nations developmental or humanitarian assistance programmes; or

(iii) locations in countries which are members of the European Union.

(b) “A to E” are all other duty stations, in increasing degrees of hardship.

For information on the hardship classification of each duty station, see ICSC web site.

K. Hardship allowance

Purpose

167. The hardship allowance compensates for the degree of hardship at a duty station based on an assessment of local conditions of safety and security, health care, education, housing, climate, isolation or the availability of standard basic amenities of life in the duty station for staff members and their families.
Eligibility

168. Internationally recruited staff members who hold a fixed-term or indeterminate appointment or a temporary appointment extended beyond 12 months and are on an assignment of one year or more in B to E duty stations are eligible for the hardship allowance.

169. The hardship allowance is not payable to staff members assigned to H and A duty stations.

Payment of hardship allowance

170. The hardship allowance is established as an annual flat amount based on the staff member’s grade and the hardship classification of the duty station. If the grade of the staff member or the hardship classification of the duty station change during the assignment, the hardship allowance shall be adjusted accordingly. It is paid on a monthly basis from the first month and for the duration of the assignment in a qualifying duty station.

171. deleted.

If both spouses are staff members

172. If both spouses are staff members, and both are eligible to receive a hardship allowance, they shall both receive the hardship allowance.

L. Mobility incentive

Purpose

173. The mobility incentive is designed to encourage geographical mobility of staff members between duty stations.

Eligibility

174. The mobility incentive is payable to internationally-recruited staff members holding a fixed-term or indeterminate appointment upon completion of five consecutive years of service in the UN system as an internationally recruited staff member. Service shall not be considered as broken by periods of special leave on full pay, but periods of special leave without pay shall not count towards the five-year requirement.

175. Separate periods of service shall be considered consecutive if the cumulative duration reaches five years within the previous six-year period, unless interrupted by resignation, abandonment of post, summary dismissal or dismissal for misconduct, termination, unsatisfactory service; or agreed separation or separation from service while on probation.

176. The mobility incentive is not payable to:

(a) staff members on temporary appointment;

(b) staff members who are on assignment, transfer or reassignment of less than one year.

Counting of assignments for mobility purposes

177. In counting assignments for the purpose of the mobility incentive, the initial appointment to a duty station of a year or longer will be counted as one assignment, whether or not the Organization paid official travel to the duty station or assignment grant in respect of that appointment. Subsequent assignments of a year or longer will also be counted for mobility purposes provided each involve a change of duty station.

178. Other situations which count as an “assignment” include:
(a) an assignment for an initial period of less than one year which is subsequently extended so that service at the duty station equals or exceeds one year;

(b) an assignment for an initial period of one year or more which is subsequently reduced by decision of the Organization;

(c) time served under Appointments of Limited Duration (ALD)* shall count as one assignment upon award of a fixed-term appointment in a different duty station;

(d) all periods of service of one year or more of staff members previously locally recruited as General Service or National Professional Officer staff on promotion or appointment to the Professional category in a different duty station shall count as one assignment;

(e) short term assignments of at least two months which cumulatively amount to a period of at least one year;

(f) periods of service of one year or more with other organizations of the UN system

(g) transfers, secondments and loans to other UN Common System Organizations shall count in the same manner as movements within the Organization;

* ALD contracts are no longer issued since 01/01/2013, however, time served on these contracts counts as one assignment.

Payment of mobility incentive

179. The mobility incentive is payable at A to E duty stations, as from the second assignment (that is the first geographical move). It is not payable in H duty stations.

180. The mobility incentive is established as an annual flat amount according to a staff member’s grade and the number of assignments. If the grade of the staff member changes during the assignment, the mobility incentive shall be adjusted accordingly. For payment purposes, the number of assignments is grouped into two to three assignments, four to six assignments; and seven or more assignments. It is increased by 25 per cent upon the 4th assignment of the staff member and by 50 per cent upon the 7th assignment.

181. The incentive is paid on a monthly basis for a period of up to five years in the same duty station. It shall be discontinued after five consecutive years at the same duty station: no extension beyond five years is permitted.

182. deleted

Transitional arrangements: Staff members in receipt of the mobility allowance prior to 1 July 2016 continue to receive it until the 5 years would have elapsed since their date of assignment to the duty station or until they move to another duty station, whichever is earlier.

For information on the current mobility incentive amounts, see HR Appendix 4 E.

If both spouses are staff members

183. If both spouses are staff members, and both are eligible to receive a mobility incentive, they shall both receive it.

M. Non-removal allowance - deleted

184-189 deleted
N. Danger Pay

Definition

190. Danger pay is a non-pensionable allowance payable to staff members who are required to work in duty stations where very dangerous conditions prevail. The Chairman of International Civil Service Commission (ICSC) is responsible for authorizing the application of danger pay to a duty station based on the recommendations from the United Nations Department of Safety and Security (DSS) and WHO.

191. The duty stations where very dangerous conditions prevail comprise the following:

(a) duty stations where UN staff, owing to the very fact of their association with, or employment by, an Organization of the UN common system, are clearly, persistently and directly targeted or where premises are clearly, persistently and directly targeted, thus presenting an imminent and constant threat to staff and activities;

(b) duty stations where UN staff or premises are at high risk of becoming collateral damage in a war or active armed conflict;

(c) non-protected environments where medical staff are specifically at risk to their life when deployed to deal with public health emergencies as declared by WHO.

Duration

192. The application of danger pay is authorized by ICSC for a limited period, normally for periods of three months at a time and is subject to ongoing review in the light of prevailing conditions. The application of danger pay may be lifted upon the decision of the ICSC.

Eligibility

193. Danger Pay is payable to both internationally and locally recruited staff members who are required to work under the conditions set out above.

Conditions for payment

194.

(a) For internationally recruited staff members, danger pay is paid for every day that they are required to be physically present at the designated duty stations and are so present. It is also payable for time spent away from the duty station on rest and recuperation travel (i.e. for five consecutive calendar days of authorized leave and travel time) and official duty travel up to a maximum of seven consecutive calendar days including weekend and holiday falling during that period. However, it is not paid for:

(i) Periods away from the duty station on annual leave, home leave, sick leave, any type of special leave, or on security evacuation;

(ii) Periods when they are not required by the Organization to be physically present at the designated duty station but are so present.
For locally recruited staff members, danger pay is payable irrespective of whether the staff concerned are required to report to duty. No deduction in payment is made for any temporary absences from the duty station as long as staff members remain in the qualified locations. Staff members on maternity, paternity, annual or sick leave continue to be eligible for danger pay as long as staff members remain in the qualified locations and for time away from the duty station on official duty travel up to a maximum of seven consecutive calendar days including the weekend and holiday falling during that period. Danger pay is not payable for days spent away from the duty station when on annual leave or any type of special leave.

When on mission status in a location where payment of danger pay has been approved, including the day of arrival in, and the day of departure from, such location.

The list of duty stations where payment of danger pay has been approved, see HR Appendix 4 C.

Amount of the danger pay

The amount of the danger pay allowance is as follows:

a) for internationally recruited staff: 1600 USD per month;

b) for locally recruited General Service staff and National Professional officers the amount of danger pay is calculated at the rate of 30% of the net mid-point of the GS salary scale applicable at the duty station in 2012. The net mid-point is calculated by adding the total net annual salary corresponding to the lowest grade and step and the total net annual salary corresponding to the highest grade and step (excluding any long-service steps) of the local GS salary scale, and dividing by 12.

The amount of danger pay is delinked from the applicable General Service salary scales, as from 1 January 2013 and will no longer automatically increase in line with changes in the local salary scale. The amount of danger pay in qualifying duty stations will be reviewed periodically by ICSC.

Modalities of payment

The danger pay allowance is paid on a monthly basis, normally in local currency (except for staff members on travel status to designated locations outside the country of their duty station, who shall receive the allowance in US dollars). If the staff member is required to spend every day of a calendar month in the designated duty station, he/she is paid the monthly rate irrespective of the number of days in the month.

For periods of less than one month in a designated duty station, the amount of danger pay is prorated on the basis of 365 days, i.e. the daily rate is calculated by dividing the annual amount by 365 days and multiplying by the number of days spent in the duty station. Danger pay is payable for a minimum period of one day. It is not pro-rated on a part-day basis.

Evacuation: Security Evacuation Allowance (SEA)

Purpose

The SEA is an allowance designed to compensate staff members who have to evacuate their duty station as decided by the Designated Official.
Eligibility

199. Staff members holding fixed-term, indeterminate or temporary appointments (including ALDs) who are required to evacuate their duty station are eligible for SEA under the conditions set out below:

(a) Staff members are paid SEA when they are evacuated to a safe haven outside the country of the duty station, to their home country or to a third country.

(b) Staff members who find themselves outside the duty station at the time of evacuation shall normally be paid SEA only as of their expected date of return to the duty station (e.g. upon expiration of any period of home, annual or sick leave, or official mission)

(c) Payment of SEA to a staff member who did not join his/her family immediately following evacuation (e.g. he/she went on mission en route to the safe haven, the home country or a third country) shall commence on the date of the staff member's actual arrival at the safe haven, home or third country.

(d) For the purpose of determining eligibility for payment of SEA and travel entitlements, recognized dependants shall be those family members of internationally recruited staff members who:

(i) travelled and/or were installed at the duty station at the organization’s expense (this does not apply in the case of family members of temporary staff members); and

(ii) normally resided at the duty station with the staff member.

(e) When eligible family members are outside the duty station at the time of evacuation, SEA shall be payable in respect of them only:

(i) as of the date they are joined by the staff member in the country of evacuation; or

(ii) if the staff member remains at the duty station as an essential staff member, as of their expected date of return to the duty station, whichever comes first.

(f) Exceptional cases (e.g. where a staff member and/or his/her dependants cannot return to the home country for political or similar reasons) should be handled on an ad hoc basis.

(g) In the case of a child studying at a location other than the staff member’s official duty station from which dependants and non-essential staff have been evacuated, travel at the organization’s expense shall normally be authorized on the basis of advance education grant or home leave travel.

(h) Any claim for payment of reimbursement of travel expenses, including SEA, incurred by a staff member and/or spouse and recognized dependants, which does not conform to the provisions of the Field Security Handbook or which contravene any instructions of the Designated Official may be rejected.

Amount of the allowance

200. The staff member shall receive US$200 per day for the first 30 days and US$150 thereafter until the date of return to the duty station, reassignment elsewhere, or until the end of the 6th month, whichever comes earlier. Should the staff member be evacuated more than once, each new evacuation involves another series of 30 days payments at US$200 per day.
201. For each family member normally residing at the duty station and who fulfils the conditions set out in paragraph 199 (d) above, the staff member shall receive US$100 per day for the first 30 days and US$75 per day thereafter until the date of return to the duty station, reassignment of the staff member elsewhere, or until the end of the 6th month, whichever comes earlier.

202. If the staff member returns to the duty station, and the family is unable to return, or if the staff member is sent on a temporary assignment (and receives there the relevant DSA), then the staff member receives the higher SEA rate for the first family member (US$200 or US$150, as appropriate).

Duration of evacuation allowance payments

203. The SEA is not normally paid for more than six months. In those cases where return to the duty station has not been authorized after 6 months, the provisions for AHA apply (see paragraphs 208-213).

Modalities of payment of salaries and allowances during evacuation

204. Salaries and allowances during evacuation shall be paid as follows:

(a) Staff members in receipt of post adjustment and related allowances shall receive net base salary plus post adjustment, mobility and hardship allowance applicable to the official duty station on the date of evacuation, and rental subsidy of the official duty station while rent is still being paid in that duty station, plus SEA as set out in paragraph 200 above.

(b) If the staff member is temporarily reassigned during evacuation, he/she will receive the same payments as in (a), plus DSA at the rate applicable to the duty station of temporary reassignment in lieu of SEA. Payments in respect of dependants who were evacuated by the Organization are subject to the eligibility criteria specified in paragraph 199 d) above, and shall be in accordance with the emoluments as set out in paragraphs 201 and 202.

c) Staff members in receipt of base salary plus DSA in lieu of post adjustment at the time of evacuation shall receive net base salary and post adjustment applicable to the official duty station from the first day of evacuation, plus the appropriate SEA as set out in paragraph 200 above. The same payments are applicable in the case of a temporary reassignment of the staff member during evacuation, except that DSA at the rate applicable to the duty station of temporary reassignment is payable in lieu of the SEA.

Relocation within the country

205. In the case of relocation within the country, the applicable DSA rate (or ad hoc DSA rate recommended by the Security Management Team and approved by the lead agency's Headquarters) is payable.

For administration of education grant, home leave and other travel entitlements in conjunction with security evacuation see HR Chapter 6 (Leave), HR Item 6.13, HR Item 6.14, HR Item 6.15, HR Item 6.16 and HR Chapter 8 (Travel and removal expenses), HR Item 8.2 (Travel entitlements).

Travel entitlements

206. For staff members and family dependants evacuated from a location qualifying for home leave every 12 months, the travel entitlements pertaining to the official duty station shall normally be retained. Judgement may need to be applied in cases of prolonged evacuation.
P. Non-family service allowance

Purpose

207. The purpose of the non-family service allowance is to compensate staff members for service in duty stations subject to specific “Family Restrictions”.

Eligibility

208. Staff members holding a fixed term or indeterminate contract, who are appointed, transferred or reassigned to a non-family duty station may be paid a non-pensionable non-family service allowance, unless the Director-General has exceptionally approved the presence of eligible dependants of the staff member at the duty station.

209. Staff members holding a fixed term or indeterminate contract may be eligible for a non-family service allowance under the following conditions:

   (a) If a staff member previously assigned to the duty station, is authorized to return to the duty station and some or all eligible family members are unable to return due to specific “Family Restrictions” that may be in force for security purposes;

   (b) If some or all eligible family members of a newly recruited staff member are unable to travel to the duty station due to specific “Family Restrictions” that may be in force for security purposes. In this case the non-family service allowance will be payable from the first day on duty;

   (c) In cases where staff members have been reassigned to another duty station and some or all eligible family members are unable to travel to the duty station due to specific “Family Restrictions” that may be in force for security purposes;

   (d) When the staff member and any of his/her eligible family members have been on evacuation status for more than six months, and no other arrangements have been made to reassign the staff member.

Amounts

210. The flat amounts differentiated by staff with dependents and staff with no dependents are as follows:

   a) staff with eligible dependants: 19 800 USD per year (1650 USD per month);
   b) staff with no dependants: 7500 USD per year (625 USD per month).

Q. Overtime Compensatory Pay and Time Off

Purpose and Eligibility

215. Staff members in the Professional category who are required to work overtime shall not be entitled to compensation. However, should the exigencies of service permit, and subject to the approval of the ADG/Director of Bureau or Office/Head of Field Office and DIR/HRM, such staff members may be granted occasional time off if they have been required to work substantial or recurrent periods of overtime. See Staff Rule 103.5 (d).
R. Night differential

Staff Rule 103.6

Purpose and eligibility

216. Staff members whose tour of duty falls between the hours of 7 pm and 7 am are eligible to receive a non-pensionable night differential allowance.

Rate of allowance

217. Night differential allowance shall be paid at 15% of the hourly pay rate in respect of each hour worked between 7 pm and 7 am. The hourly pay rate at Headquarters means 1/1950 of the annual net salary after the deduction of staff assessment such pay; at duty stations away from Headquarters, the amount of one hour’s pay is based on the normal working week at that duty station. No night differential shall be payable in respect of hours of overtime worked between 7 pm and 7 am.

218. Night differential is not taken into account in determining the following entitlements:

(a) pensionable remuneration, contributions to and benefits payable from the Pension Fund (e.g. retirement benefits);
(b) compensation for service incurred illnesses, injury or death;
(c) special post allowance (SPA);
(d) insurance premiums;
(e) separation payments;
(f) spouse or single parent allowance.

Conditions for payment

219. Night differential shall not be paid for periods when a staff member is on leave or on travel status.

S. Rest and recuperation (R&R) allowance

For information on the R&R allowance for travel and accommodation payable to internationally recruited staff members who are eligible for R&R, see HR Manual Chapter 6, Leave, HR Item 6.9 (Rest and recuperation).

T. Special post allowance (SPA)

Staff Rule 103.17

Purpose

220. Special Post Allowance (SPA) is a non-pensionable allowance designed to compensate staff members required by the Organization to assume the duties and responsibilities of another post at a higher level than their grade and post level.
Staff members shall be expected to assume as part of their work, and without compensation, all or part of the duties and responsibilities of a higher-grade post in their customary field of work for periods not exceeding three months. This might include, for example, replacing the supervisor or other colleagues during absence on annual or sick leave. However, when the period is more than three months, staff members shall be temporarily granted an SPA based on satisfactory performance and subject to the conditions stated in paragraph 222 hereafter.

Eligibility

Staff members with a fixed-term or indeterminate appointment who are assigned to perform all or most of the duties and responsibilities of another post classified at a higher grade for a period of more than three months shall be eligible for a SPA.

Payment

SPA is payable when a staff member is assigned for more than three months the duties and responsibilities of a temporarily unoccupied post of a higher grade.

The level of higher-graded duties and responsibilities to be assigned shall not normally be more than two grades above that of the staff member. If they exceed two levels, the Sector, Bureau or Field Office are required to justify their choice, explaining in their request to HRM why the duties could not be assigned to another staff member whose grade is higher, equal to or just below that of the post.

Under no circumstances shall an SPA be paid for a difference of more than two grades above that of the staff member, even when the staff member has been assigned duties at a level more than two grades above his/her own.

Calculation of SPA

The amount of SPA payable is equal to the difference between the staff member's current pay and that which would result if a promotion to the higher grade occurred. However, the higher graded post must not be higher than two levels above the staff member's current grade. Payment of the SPA affects the staff member's contribution to the Medical Benefits Fund, the spouse or single parent allowance and the amount of any rental subsidy that may be received.

An SPA paid to locally recruited staff assigned international professional duties does not confer international benefits.

Staff members in the General Service category in receipt of an SPA to the Professional category shall not be eligible for overtime compensation.

SPA shall be recalculated in the following cases:

(a) if there is a change in the salary scale against which the staff member is normally paid and/or in the salary scale corresponding to the higher graded post and/or in the amount of post adjustment, if appropriate;

(b) if there is a change in the amount of, and/or eligibility for, any allowances which are taken into account when determining an increase on promotion;

(c) to take into account a new language allowance that is received by the staff member as a result of passing the language proficiency examination while in receipt of an SPA;

(d) upon award of the next within-grade increment in the lower grade.
Personal transitional allowance (PTA)

230. The payment of a personal transitional allowance (PTA) is a temporary measure designed to ensure that staff members granted an SPA do not suffer financial loss as a result of differences in local and international Professional salary scales. The PTA shall, where appropriate, be the amount that increases the staff member's total net remuneration by an amount that would have resulted from granting two steps at the lower level and/or that will maintain the level of family allowance or any pensionable allowances the staff member received before the SPA.

Effective date

231. SPA is payable from the first day of the fourth month following assignment of higher-graded duties.

232. The SPA shall be paid effective from the first day of the temporary transfer if a staff member is temporarily transferred to a higher-graded vacant post for more than three months.

233. If the staff member has been assigned all or most of the functions of the higher-graded post for more than three months is asked again to undertake the same functions, he/she shall receive SPA from the first day of any such further period.

Discontinuation of SPA

234. The payment of an SPA shall be discontinued in the following cases, whichever occurs earlier:

(a) If a staff member ceases or is no longer required to perform the duties and responsibilities of a higher-level post;

(b) If the period of payment of the SPA has reached twelve months;

(c) If the post for which the SPA was granted is abolished;

(d) If the end date indicated on the Request for Authorization (Form HR 4-11) is reached, and an extension period has not been approved;

(e) If the staff member is absent for more than thirty consecutive calendar days.

235. In exceptional circumstances, a staff member may be required to continue to perform the same higher-grade duties which will involve payment of the SPA for more than twelve months. The reasons might include the extended absence of the post holder or situations where it has not been possible to fill the post. In such cases, and notwithstanding paragraph 234 above, he/she will retain the SPA, subject to authorization by the Deputy Director-General (for Director posts) or DIR/HRM (for other posts).

SPA payable during sessions of the General Conference/Executive Board

236. Special provisions apply concerning the payment of an SPA to staff members in respect of higher grade duties assigned in connection with the sessions of the General Conference, the Executive Board or other meetings, in accordance with Staff Rule 103.17 (e).
237. The grade level of the staff member concerned should not be more than three grades below the level of the proposed duties. Exceptionally, should those duties require skills and competences which no available staff member of higher grade possesses, a staff member in a grade more than three grades below that of the duties may be selected, but the amount of the SPA shall be limited to the equivalent of three grades. The overall duration that such duties can be assigned (before, during and after the session concerned) may not exceed three months.

238. The amount of the SPA payable for such assignments is established by DIR/HRM and will depend on the number of grades by which the duties assigned exceeds the staff member’s regular grade. The allowance is only payable to staff members in the Professional category if he/she is required to exercise authority over temporary or supernumerary personnel appointed at a level higher than his/her own.

239. Staff members in the GS category receiving an SPA in respect of duties assigned at a professional level are not entitled to overtime payments. However, they may be granted time off in lieu of such payment.

U. Representation and transportation allowances

Purpose, eligibility and conditions for payment

240. Representation allowances are provided to cover hospitality costs that the Director-General, Deputy Director-General, ADGs and the Director of Cabinet of the Director-General extend in a personal capacity. This entitlement also applies to senior staff members having the personal title of ADG, or those receiving a special post allowance for performing the functions of a post of ADG or above.

241. The amounts payable are set below:

<table>
<thead>
<tr>
<th>Representation allowances per annum with effect 1 January 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director-General</td>
</tr>
<tr>
<td>Deputy Director-General</td>
</tr>
<tr>
<td>ADG and DIR/ODG</td>
</tr>
</tbody>
</table>

242. Transportation allowances are provided to cover transportation costs of ADGs if no official vehicle and driver is made available for official functions.

243. Representation and transportation allowances shall be paid monthly to the Director-General, Deputy Director-General and ADGs.

244. The amount of the Director-General's representation allowance is established by the General Conference. The amount of the representation allowance for the Deputy Director-General and ADGs is established by the Director-General.

245. The amount of the transportation allowance for ADGs is set by the Director-General.

Procedures

1. HR Procedure 4.7 - Spouse allowance
2. HR Procedure 4.8 - Child allowance
3. HR Procedure 4.9 - Secondary dependency allowance
4. HR Procedure 4.10 - Settling-in grant
5. HR Procedure 4.11 - Extended assignment grant
6. HR Procedure 4.12 - Rental subsidy
7. HR Procedure 4.13 - Salary advance for rental purposes
8. HR Procedure 4.14 - Rental deduction
9. HR Procedure 4.15 - Education grant advance and claim
10. HR Procedure 4.16 - Special education grant advance and claim
11. HR Procedure 4.17 - Mobility incentive and hardship allowance
12. HR Procedure 4.18 - Danger pay
13. HR Procedure 4.19 - Night differential
14. HR Procedure 4.20 - Approval of SPA
15. HR Procedure 4.21 - Discontinuation of SPA
16. HR Procedure 4.22 - Resumption of higher level functions by a staff member
17. HR Procedure 4.23 - Exceptional continuation of SPA beyond twelve months
18. HR Procedure 4.24 - Representation and transportation allowances

Staff Regulations
1. Staff Regulation 1.2

Forms
1. Form HR 8-1 - Request for Statutory Travel
2. Form HR 8-2 - Travel Declaration
3. Form HR 3-1 - Job Description (Professional posts and higher category)
4. Form HR 4-5 - Education Grant
5. Form HR 4-8 - Rental Subsidy Application - (for all duty stations)
6. Form HR 4-9 - Notification of Free or Subsidised Accommodation
7. Form HR 4-15 - Overtime Record
8. Form HR 4-11 - Request for Authorization to Assign Interim Duties of Higher Level for More Than Three Months
9. Form HR 3-2 - Job Description (Headquarters General Services Category)

Links
1. United Nations Department of Safety and Security
2. TULIP

Appendices
1. Appendix 4 C - List of entitlements per UNESCO Field Duty Station
2. Appendix 4 E - Salary scales and allowances for staff in the Professional and higher categories
3. Appendix 4 G - Reasonable Maximum Rents in selected duty stations
4. Appendix 7 A - Rules of the UNESCO Medical Benefits Fund
5. HR Appendix 4 G - Reasonable Maximum Rents in selected duty stations
Spouse allowance

How to request?

a) Upon initial appointment, staff members shall provide personal data on family members who may be eligible for dependency benefits by completing the Civil Status Form and submitting it to HRM together with the required supporting documentation;

b) Further, and pursuant to Staff Rule 103.7, staff members are required to notify their HR Officer (HRM), promptly and in writing (no specific form needed), of any subsequent changes in their personal situation that may affect their eligibility for a spouse benefit and should provide any official documentary evidence to substantiate the change. Prompt reporting of such changes will ensure that staff members receive the appropriate entitlement on time and avoid the recovery of possible overpayment;

c) Changes that may affect the eligibility for payment of a spouse benefit include:
   i) marital status (e.g. marriage, divorce, legal separation, death of spouse);
   ii) employment status (e.g. employment of spouse, change in occupational earnings of spouse).

Documentary evidence required

d) Staff members are required to submit to HRM originals or certified copies of the documentation required. Copies may be certified for conformity with the original by the AO for staff in field offices and by HRM for staff at Headquarters. If the originals are not in French or English, certified (official) translations must be submitted. All documents shall be kept in the staff member’s personal file.

For information on the documentary evidence required, please see Table (4-1) below.

Who approves?

e) The entitlement to spouse benefit is determined by HRM on the basis of the information and documentation submitted by the staff member.

How are staff informed?

f) Upon authorization, discontinuation or change in the conditions regarding the payment of spouse benefit, staff members shall receive a copy of Notification of Personnel Action.
Table (4-1) Documentation required for request for payment of spouse allowance

<table>
<thead>
<tr>
<th>Spouse who is not gainfully employed</th>
<th>Required documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• marriage certificate;</td>
</tr>
<tr>
<td></td>
<td>• declaration by the staff member that his/her spouse</td>
</tr>
<tr>
<td></td>
<td>is not gainfully employed</td>
</tr>
<tr>
<td></td>
<td>• marriage certificate;</td>
</tr>
<tr>
<td></td>
<td>• certification from spouse’s employer or pay slips for</td>
</tr>
<tr>
<td></td>
<td>calendar year or month of December clearly stating dates</td>
</tr>
<tr>
<td></td>
<td>of employment and the gross annual occupational earnings;</td>
</tr>
<tr>
<td></td>
<td>• tax return form for the financial or calendar year.</td>
</tr>
</tbody>
</table>

For self-employed spouses:

• annual tax notification, if applicable; or
• annual income tax return and evidence of annual contributions to a pension fund, medical insurance etc, or a certified annual balance sheet.

In addition to the above requirements:

• a certificate of legal separation;
• evidence of main and continuing financial support, for example, bank statements, bank transfers or money orders, duly dated and stamped indicating the payments made to the spouse.

<table>
<thead>
<tr>
<th>Spouse who is gainfully employed or in receipt of pension benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required documentation</td>
</tr>
<tr>
<td>• marriage certificate;</td>
</tr>
<tr>
<td>• certification from spouse’s employer or pay slips for calendar</td>
</tr>
<tr>
<td>• tax return form for the financial or calendar year.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Legally separated spouse</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required documentation</td>
</tr>
<tr>
<td>• a certificate of legal separation;</td>
</tr>
<tr>
<td>• evidence of main and continuing financial support, for example, bank statements, bank transfers or money orders, duly dated and stamped indicating the payments made to the spouse.</td>
</tr>
</tbody>
</table>

\[g\] Towards the end of each month, staff members shall receive a pay slip issued by BFM/Payroll detailing their salary, including the allowances paid.

\[h\] If staff members believe that there is any inaccuracy in the payment of their spouse allowance, they must promptly notify their HR Officer (HRM).
Child allowance

How to request?

a) Upon initial appointment, staff members shall provide personal data on children who may be eligible for a child allowance by completing the Civil Status Form. This should be submitted to HRM/SES along with the supporting documentation required.

b) Staff members wishing to claim child allowance in respect of a disabled child must submit to CMO directly a comprehensive medical report from a duly qualified physician attesting to the child’s disability. CMO will inform the staff member of his/her decision, copied to the HR Officer (HRM/SES) for action, as appropriate.

c) Pursuant to Staff Rule 103.7 (c), staff members are required to notify their HR Officer (HRM/SES), promptly and in writing (no specific form required), of any subsequent change in their situation that may affect their eligibility for child allowance and should submit any official documentary evidence to substantiate the change. Prompt reporting of such changes will ensure that staff members receive all appropriate entitlements on time and avoid the recovery of possible overpayments.

d) Changes that may affect the eligibility for payment of a child allowance include:
   i) family composition (e.g. birth, adoption or death of child, recognition of stepchild, divorce, death of spouse);
   ii) status of dependant (e.g. children between the ages of 18 and 21 who stop full-time school attendance, marriage of a dependent child);
   iii) the amount of any allowance paid for the child under national social legislation, other than a survivorship benefit.

Documentary evidence required

e) Staff members are required to submit to HRM/SES originals or certified copies of the required documentation. Copies may be certified for conformity with the original by the AO for staff in field offices and by HRM/SES for staff at Headquarters. If originals are not in French or English, certified (official) translations must be submitted. All documents shall be kept in the staff member’s personal file.

For information on the documentary evidence required, please see Table (4-2).

Who approves?

f) Eligibility for child allowance is determined by HRM/SES on the basis of the information and documentation submitted by the staff member.

g) For child allowances in respect of a disabled child, HRM/SES shall determine eligibility based on the recommendation of the Chief Medical Officer.

How are staff informed?

h) Upon authorization, discontinuation or a change in the conditions regarding the payment of child allowance, staff members shall receive a copy of Notification of Personnel Action.
i) Towards the end of each month, staff members shall receive a pay slip issued by BOC/ Payroll detailing their salary and allowances, including the dependency rate of their salary and any child allowance(s) paid.

j) If staff members believe that there is any inaccuracy in the payment of their dependency allowance, they must promptly notify their HR Officer (HRM/SES).

Table (4-2) Documentation required for request for payment of child allowance

<table>
<thead>
<tr>
<th>Dependant</th>
<th>Required documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child</td>
<td>• birth certificate;</td>
</tr>
<tr>
<td></td>
<td>• written statement that staff member provides main, continuing support for child (documentary evidence required if the child is married or does not live with the staff member). Documentary evidence will include: bank statements, bank transfers or money orders, dated and stamped, showing payments made to the child or legal guardian or staff member’s spouse, as appropriate</td>
</tr>
<tr>
<td>Child 18 to 21 years of age</td>
<td>• birth certificate;</td>
</tr>
<tr>
<td></td>
<td>• certificate of full-time attendance at an educational institution</td>
</tr>
<tr>
<td>Child of divorced parents</td>
<td>• birth certificate;</td>
</tr>
<tr>
<td></td>
<td>• divorce decree;</td>
</tr>
<tr>
<td></td>
<td>• court judgement on legal custody of child and financial support to be paid by staff member.</td>
</tr>
<tr>
<td>Adopted child</td>
<td>• birth certificate;</td>
</tr>
<tr>
<td></td>
<td>• court decision, order or certification stating that the petition of adoption has been granted. This document should be signed by a judge with the appropriate court seal affixed.</td>
</tr>
<tr>
<td>Stepchild</td>
<td>• birth certificate;</td>
</tr>
<tr>
<td></td>
<td>• court document awarding legal custody of child to staff member’s spouse, if applicable;</td>
</tr>
<tr>
<td></td>
<td>• evidence of residence (school certificate may be acceptable as evidence of residence)</td>
</tr>
<tr>
<td>Disabled child</td>
<td>• birth certificate;</td>
</tr>
<tr>
<td></td>
<td>• comprehensive medical report drawn up by qualified physician on child’s condition (to be submitted directly to CMO).</td>
</tr>
</tbody>
</table>
Secondary dependency allowance

How to request?

a) Upon initial appointment, staff members shall provide personal data on family members who may be eligible for dependency allowances by completing the Civil Status Form and submitting it to HRM/SES together with the supporting documentation required.

b) Pursuant to Staff Rule 103.7 (c), staff members are required to notify their HR Officer (HRM/SES), promptly and in writing (no specific form required), of subsequent change in their personal situation that may affect their eligibility for the secondary dependency allowance and should submit official documentary evidence to substantiate this change. Prompt reporting of such changes will ensure that staff members receive all appropriate entitlements on time and avoid the recovery of possible overpayments.

c) Changes that may affect the eligibility for payment of a secondary dependency allowance may include:
   i) status of a secondary dependant (e.g. brother/sister between 18 and 21 years of age who ceases full-time school attendance; marriage of a secondary dependant brother/sister, death of a secondary dependant);
   ii) change in the financial situation of a secondary dependant (change of employment status, change in occupational earnings);
   iii) claiming of a spouse benefit by the staff member.

Documentary evidence required

a) Staff members are required to submit to HRM/SES originals or certified copies of the required documentation. Copies may be certified for conformity with the original by the AO for staff in field offices and by HRM/SES for staff at Headquarters. If originals are not in French or English, certified (official) translations must be submitted. All documents shall be kept in the staff member’s individual file.

b) For information on the documentary evidence required, please see Table (4-3).

Who approves?

c) The entitlement to secondary dependency allowance is determined by HRM/SES on the basis of the information and documentation submitted by the staff member.

How are staff informed?

d) Upon authorization, discontinuation or change in the conditions regarding the payment of secondary dependency allowance, staff members shall receive a copy of the Notification of Personnel Action.

e) Towards the end of each month, staff members shall receive a pay slip issued by BFM/ Payroll detailing their salary and allowances, including any secondary dependency allowance paid.

f) Should staff members believe that there is any inaccuracy in the payment of their secondary dependency allowance, they must promptly notify their HR Officer (HRM/SES).
### Table (4-3) Documentation required for request for payment of secondary dependency allowance

<table>
<thead>
<tr>
<th>Dependant</th>
<th>Required documentation</th>
</tr>
</thead>
</table>
| **Secondary dependant** (i.e. parent, brother or sister of staff member)  | - birth certificate, passport or valid identification card  
- evidence of residence  
- documentary evidence of secondary dependant’s own financial means (e.g. statement of annual occupational earnings or annual pension); or  
- (if not applicable), certification by official authorities that the secondary dependant is not subject to income tax or has no financial means documentary evidence that staff member contributes at least half of the secondary dependant’s financial support, equal to at least twice amount of secondary dependency allowance (evidence may include bank statements or transfers or money orders, dated and stamped, showing payments made by staff member to the secondary dependant) |
| **Secondary dependant** (brother or sister of the staff member aged 18 to 21) | **Documentation above plus:**  
- certificate of full-time school attendance                                                                                                                                                                        |
| **Disabled secondary dependant** (brother or sister over age 18)          | **Documentation above (excluding certificate of full-time school attendance) plus:**  
- medical report on brother/sister’s condition (submitted directly to CMO)                                                                                                                                          |
**Settling-in grant**

Staff members do not need to submit a request regarding their own eligibility for settling-in grant; this will be paid once they commence their duties at the duty station.

To receive the DSA element payable in respect of eligible family members, staff members must notify their Administrative Officer (AO) once their recognized family members have arrived in the duty station. The AO must notify, promptly and in writing, the HR Officer.

**Documentary evidence required**

Staff members do not need to submit documentation regarding their own eligibility for settling-in grant.

**Who approves?**

Entitlement to settling-in grant is established by HRM upon initial appointment, assignment or transfer of the staff member.

HRM shall authorize the AO to pay the DSA element of the grant from the day of arrival of the staff member and his/her eligible family members at the new duty station.

HRM shall authorize BFM/Payroll to pay the lump sum element of the assignment grant directly into the staff member’s bank account or through the local office, if so requested by the staff member.

**How are staff informed?**

Staff members shall receive a copy of the payment instruction of the settling-in grant.
Extended settling-in grant

How to request?
Staff members shall submit a request in writing to the HR Officer (HRM), via the UN Resident Coordinator, certifying the exceptional housing difficulties in the duty station and stating the period during which they had to make a continued use of hotel or other similar temporary housing accommodation as a result of the exceptional housing difficulties.

Documentary evidence required
Staff members shall submit to the HR Officer (HRM) the receipted hotel bills relating to the continued use of hotel or similar temporary housing accommodation during the period claimed for the extended assignment grant.

Who approves?
The HR Officer shall approve the entitlement to extended settling-in grant on the basis of receipted bills and the UN Resident Coordinator’s confirmation of the exceptional housing difficulties in the duty station justifying the payment.

HRM shall issue instructions to the AO authorizing payment at 60% of the standard applicable DSA rate.

How are staff informed?
Staff members shall receive a copy of the payment instruction of the extended settling-in grant.
Rental subsidy

How to request?

a) Staff members who wish to apply for a rental subsidy should complete and submit the Rental Subsidy Application (Form HR 4-8) to their HR Officer (HRM/SES) together with the supporting documentation required. The request for subsidy for the licensed rental agent/broker’s fee, if any, should be submitted with the initial rental subsidy application.

b) In addition, staff members are required to report to their HR Officer (HRM/SES), promptly and in writing, any subsequent change that may affect their eligibility for, or amount, of rental subsidy by submitting Form HR 4-8 (Rental Subsidy Application) and supporting documents that substantiate the change. Prompt reporting of such changes will avoid the need to recover any possible overpayments.

Documentary evidence required

c) Staff members should submit to their HR Officer (HRM/SES) a copy of the lease contract, a copy of the licensed agent/broker’s contract/agreement (for possible reimbursement of the licensed agent/broker’s fee, if any) and evidence of payment (receipt or bank statement).

d) In addition, staff members in field office locations (A-E duty stations) should submit a signed declaration from the UN Resident Coordinator that the rented accommodation and the rent paid are reasonable, taking into account local market conditions and the rent payable in the duty station for housing of similar quality and size.

Who approves?

e) The entitlement to rental subsidy is determined by HRM/SES on the basis of the information and documentation submitted by the staff member. HRM/SES verifies the accuracy and completeness of forms and documentation submitted, certifies the entitlement, and submits the instruction for payment to BFM/Payroll.

How are staff informed?

f) Upon authorization, discontinuation or change in the conditions regarding the payment of rental subsidy, staff members shall receive a copy of Notification of Personnel Action.

g) Towards the end of each month, staff members shall receive a pay slip issued by BFM/Payroll detailing their salary, allowances and grants, including any rental subsidy paid.

h) Should staff members believe that there is any inaccuracy in the payment of their rental subsidy, they must promptly notify their HR Officer (HRM/SES).
Salary advance for rental purposes

a) Staff members wishing to apply for a salary advance for rental purposes must submit a request in writing (no specific form required) to their HR Officer (HRM/SES) including the following information:
   i) the amount requested;
   ii) the total monthly rent;
   iii) the dates for which the advance rent is being paid;
   iv) details on where the payment should be made, for example through the field office, PROSPER or the account through which the staff member’s salary is paid.

Documentary evidence required

a) Staff members should submit to their HR Officer (HRM/SES) a copy of the lease contract.

Who approves?

  c) HRM/SES verifies the accuracy and completeness of the request and supporting documents submitted. If the advance is authorized, the HR Officer submits an instruction for payment (Form AM 3-9- Salary Advance) including the recovery schedule, to BFM/Payroll for action.

How are staff informed?

d) If the advance is authorized, staff members shall receive a copy of the Form AM 3-9.

e) Towards the end of each month, staff members shall receive a pay slip issued by BFM/Payroll detailing the recovery of advances received, including any salary advance for rental purposes.
Rental deduction

Who to notify?

a) Staff members must, promptly and in writing, notify their HR Officer (HRM/SES) and the UN Resident Coordinator of any housing provided either free or at rents lower than the average rent for the duty station by a UN Organization, a national government or a related institution. The Notification of Free or Subsidised Accommodation (Form HR 4-9) should be used.

Documentary evidence required

b) Staff members should submit to their HR Officer (HRM/SES) a copy of the agreement concluded with the UN Organization, national government or related institution.

c) Where applicable, the Notification of Free or Subsidised Accommodation (Form HR 4-9) shall be completed by the UN Resident Coordinator stating that the housing provided is clearly below standard (which will result in the staff member being eligible for a 50% cut in the rental deduction or, exceptionally, an overall waiver of the rental deduction).

Who approves?

d) HRM/SES shall establish the need for any rental deduction based on the information and documentation submitted by the staff member, and submit the instruction for deduction to BFM/Payroll.

How are staff informed?

e) Upon authorization, discontinuation or change in the conditions of rental deduction, staff members shall receive a copy of Notification of Personnel Action.

f) Towards the end of each month, staff members shall receive a pay slip issued by BFM/Payroll detailing any rental deduction made from their salary.

g) Should staff members believe that there is any inaccuracy in their rental deduction, they must promptly notify their HR Officer (HRM/SES).
Education grant advance and claim

When to submit?

a) Staff members entitled to education grant and who are required to pay all or part of the full time attendance fees at the beginning of the school year may request an advance against their entitlement up to 3 months prior to the beginning of the school year and up to 3 months following the beginning of the school year, or, for new appointees or newly eligible staff, within three months of their becoming eligible.

b) Staff members must submit a claim for final settlement promptly on completion of the school year or within one month of the child ceasing to attend the institution. An automatic recovery shall be made from the salary of staff members who received an advance and fail to submit their claim within three months of the end of the school year for Headquarters staff and within four months for field office staff.

How to submit?

c) For an advance or a claim for final settlement, staff members should complete and sign the Education Grant Form (Form 413) in respect of each eligible child and submit it to their HR Officer (HRM/SES), together with the supporting documentation required.

d) Staff members are responsible for the accuracy of the information submitted. Incorrect, false or withheld information may not only result in the rejection of a claim, but may also result in disciplinary measures as provided for in Chapter X of the Staff Regulations and Staff Rules.

Documentary evidence required

e) To support their request for an education grant advance, staff members shall submit a pro forma invoice or receipted bills issued by the educational institution setting out the dates for payment, estimated amounts for the school year and the currency of payment.

f) To support their claim for final settlement, staff members shall submit all certificates, receipted bills and other supporting documentation as specified in Table (4-6) - Documentation required for regular and special education grant claims. Such documentation must be submitted in original form.

g) Staff members must notify their HR Officer (HRM/SES) of any scholarship, bursary or similar grant received during the school year in respect of their child's education from sources other than UNESCO, indicating the amount and currency of such assistance.

h) Staff members are required to keep copies of their request and supporting documentation for four years as the Organization may need to request this for audit purposes.

Who approves?

i) The HR Officer verifies the accuracy and completeness of forms and documentation submitted by the staff member, certifies the entitlement and the amount, and submits the instruction for payment to BOC/Payroll.

How are staff informed?
j) When processed, the education grant shall be included in the pay slip of staff members issued by BOC/Payroll.

k) Should staff members believe that there is any inaccuracy in the payment of their education grant, they must promptly notify their HR Officer (HRM/SES).

Table (4-6) Documentation required for regular and special education grant claims

<table>
<thead>
<tr>
<th>Category of expenses</th>
<th>Required documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full time school attendance</td>
<td>• documentation stamped by the school certifying full time attendance, the exact dates on which the school year started and ended, education costs, amounts paid by the staff member and the currency of payment</td>
</tr>
<tr>
<td></td>
<td>• categories of expenses and the amount must be detailed and separately identified in the documentation (e.g. charges for enrolment/registration, examinations, delivery of diplomas, boarding, midday meals or group transportation provided or organised by the school)</td>
</tr>
<tr>
<td>Prescribed textbooks</td>
<td>• receipted bills;</td>
</tr>
<tr>
<td></td>
<td>• list of textbooks prescribed by the educational institution</td>
</tr>
<tr>
<td>Education software packages (except hardware, operating or office software)</td>
<td>• receipted bills;</td>
</tr>
<tr>
<td></td>
<td>• certification by institution that the use of education software packages is compulsory for the regular school programme</td>
</tr>
<tr>
<td>Capital levy</td>
<td>• certification that this is not reimbursable</td>
</tr>
<tr>
<td>Summer courses</td>
<td>• certification by institution that attendance is prerequisite for subsequent regular school year attendance or for obtaining regular school diploma;</td>
</tr>
<tr>
<td></td>
<td>• invoice (only tuition fees are reimbursable: boarding, transportation and other expenses are not admissible)</td>
</tr>
<tr>
<td>Correspondence courses</td>
<td>• certification by the institution that these are not included in the regular school curriculum, but are required for the child’s subsequent education</td>
</tr>
<tr>
<td>Interim courses (if to be considered secondary studies)</td>
<td>• attestation by either the school where the child has completed secondary studies, or the university that requires the interim courses, certifying that such interim courses are an entry requirement</td>
</tr>
<tr>
<td>Scholarship, bursary or similar grant</td>
<td>• official document confirming the amount of the payment, the currency of payment and the time period to which it relates</td>
</tr>
</tbody>
</table>
## SPECIAL EDUCATION GRANT ONLY

<table>
<thead>
<tr>
<th>Category</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child disability</td>
<td>• birth certificate;</td>
</tr>
<tr>
<td></td>
<td>• comprehensive medical report from qualified physician attesting to the child’s disability (to be submitted directly to CMO)</td>
</tr>
<tr>
<td>Special teaching services and equipment</td>
<td>• certification by the institution that these relate to the regular educational programme and are designed to meet the needs of the disabled child to attain the highest possible level of functional ability</td>
</tr>
<tr>
<td>Other costs or fees which are not covered under regular education grant</td>
<td>• certification by the institution that these relate to the regular educational programme and are compulsory</td>
</tr>
<tr>
<td>Local transportation</td>
<td>• certification from the institution that this is required</td>
</tr>
<tr>
<td>Boarding expenses at the duty station</td>
<td>• certification by the institution that full-time boarding is an integral part of the regular educational programme</td>
</tr>
</tbody>
</table>

## (SPECIAL) EDUCATION GRANT TRAVEL

<table>
<thead>
<tr>
<th>Category</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Special) Education Grant Travel</td>
<td>• copy of school certificate (if a request for education grant has not been submitted already);</td>
</tr>
<tr>
<td></td>
<td>• completed Request for Statutory Travel (Form 194)</td>
</tr>
</tbody>
</table>
Special education grant advance and claim

When to submit?

a) Staff members entitled to special education grant and who are required to pay all or part of the full time attendance fees at the beginning of the school year may request an advance against their entitlement up to 3 months prior to the beginning of the school year and up to 3 months following the beginning of the school year, or, for new appointees or newly eligible staff, within three months of their becoming eligible.

b) Staff members must submit a claim for final settlement promptly on completion of the school year or within one month of the child ceasing to attend the institution. An automatic recovery shall be made from the salary of staff members who received an advance and fail to submit their claim within three months of the end of the school year for Headquarters staff and within four months for field office staff.

How to submit?

c) Staff members wishing to claim a special education grant in respect of a disabled child must request prior authorization for the entitlement by submitting directly to the Chief Medical Officer a comprehensive medical report from a qualified physician attesting to the child's disability.

d) For an advance or a claim for final settlement, staff members should complete and sign the Education Grant Form (Form HR 4-5) in respect of each eligible child and submit it to their HR Officer (HRM/SES), together with the supporting documentation required.

e) Staff members are responsible for the accuracy of the information submitted. Incorrect, false or withheld information may not only result in the rejection of a claim, but may also result in disciplinary measures as provided for in Chapter X of the Staff Regulations and Staff Rules.

Documentary evidence required

f) To support a special education grant advance, staff members shall submit a pro forma invoice or receipted bills issued by the institution setting out the estimated amounts for the school year, the dates for payment and the currency of payment.

g) To support their claim for final settlement, staff members shall submit, in original form, certificates, receipted bills and other supporting documentation as specified in Table 4-6 (Procedure 4-15) - Documentation required for regular and special education grant claims.

h) Staff members must notify their HR Officer (HRM/SES) of any scholarship, bursary or similar grant received during the school year in respect of their child's education from sources other than UNESCO, indicating the amount and currency of such assistance;

i) In addition to the requirements set out in HR Manual, Item 4.5 paragraph 152, staff members are required to notify their HR Officer (HRM/SES) of any payments or assistance received for the education and training of a disabled child. These include payments and assistance that may be obtained from state and local governments and from the UN contributory medical insurance plans. Evidence to this effect may be requested.

j) Staff members are required to keep copies of their request and supporting documentation for four years as the Organization may need to request this for audit purposes.

Who approves?

k) The Chief Medical Officer makes a recommendation concerning the disability of a child based on the medical certification submitted, and notifies the HR Officer. HRM/SES establishes the entitlement to the payment of a special education grant based on the recommendation of the Chief Medical Officer and the supporting documentation submitted by the staff member.
l) The HR Officer verifies the accuracy and completeness of forms and documentation submitted by the staff member, certifies the entitlement to regular or special education grant and submits the instruction for payment to BFM/Payroll.

How are staff informed?

m) When processed, the special education grant shall be included in the pay-slip of staff members issued by BFM/Payroll.

Should staff members believe that there is any inaccuracy in the reimbursement of the special education grant, they must promptly notify their HR Officer (HRM/SES).
Mobility incentive and hardship allowance

Entitlement to mobility incentive and hardship allowance is established by HRM upon initial appointment or reassignment of the staff member.

How are staff informed?

Upon initial appointment or reassignment, a change in the classification of the duty station, an adjustment of the annual flat amounts by ICSC, a change in the staff member’s grade, staff members shall receive a copy of Notification of Personnel Action issued by HRM.

The mobility incentive and hardship allowance are calculated and paid automatically with salary
Hazard pay

a) The updated list of duty stations where hazard pay is payable is published on the HRM Intranet site and is circulated by HRM to Heads of field offices and AOs in field offices. Payment of hazard pay to individual staff members is authorized by the HFO and processed and paid locally by the AO.

b) In order to calculate the amount payable, the number of days in each month for which hazard pay is payable shall be established by the AO of the field office concerned in consultation with the staff member.

c) Staff members on mission travel to a hazardous location shall submit their request for hazard pay as part of their travel claim.
Night differential

a) Prior to introducing working arrangements which will require staff members to work entirely or partially on tours of duty falling between 7 pm and 7 am, the Chief of Section concerned or Programme Specialist shall seek the agreement of the ADG, Director of Bureau/Office or Head of Field Office, the approval of DIR/HRM, and confirm the availability of funds with the AO of the Sector/Bureau/Office concerned;

b) Upon approval, the supervisor establishes a monthly schedule for the tour of duty of each staff member under his/her supervision required to work hours falling between 7 pm and 7 am using Form 519, which serves both as a record of the hours worked during the calendar month and as the payment request. At the end of the month, the Form 519 shall be signed by the staff member concerned, the supervisor and the AO, and shall be submitted to BOC/Payroll for payment.
Approval of SPA

When to request?

a) If the staff member is expected to be required to carry out the higher-graded duties and responsibilities beyond the first month, a written instruction shall be addressed to the staff member by the ADG, Director of Bureau/Office or Head of Field Office.

b) If the period above is expected to extend beyond three months, prior authorization for the assignment shall be obtained as soon as possible (and, in any event, before the end of the third month), from:
   - the Director-General (for ADG, Directors of Bureaux/Offices and Heads of Field Offices);
   - ADG, Director of Bureaux/Offices and Heads of Field Office (for all other staff).

How to request?

c) The supervisor of the higher-graded post must submit to the HR Officer (HRM/SES) a Request for authorization to assign interim duties of higher level (Form HR 4-1), through the ADG/Director of Bureau/Office/Head of Field Office, together with an up-to-date classified job description (Form HR 3-1 or 3-2) for the higher-graded post. The supervisor shall indicate the exact duties to be assigned, the need to assign the duties and justification for choice of replacement, the proposed start date and end date. The supervisor should also explain why he/she or another staff member of equal or higher grade is unable to undertake the work.

Who approves?

d) HRM/SES establishes the entitlement. DIR/HRM (for P-5 and above posts) and Deputy DIR/HRM (for P-1 to P-4, NPO and GS categories) authorizes the payment of the SPA by signing Form 590 (Authorization to assign interim functions of higher level).

e) Following authorization, the AO of the Sector/Bureau or Office/Field Office sends the Request for Personnel Action (Form HR 5-3) to HRM/SES, via BFM and HRM/RCR HRM/SES sends the appropriate payment instructions to Payroll.

How are staff informed?

f) Upon initial authorization or a change in the conditions regarding the payment of an SPA, staff members shall receive a copy of Notification of Personnel Action issued by HRM/SES.
Discontinuation of SPA

a) The payment of an SPA shall be discontinued automatically in the following cases, whichever occurs earlier:

i) twelve months after the date of authorization of the assignment of the higher grade duties, unless an exceptional continuation has been authorized;

ii) the end date indicated on the Request for authorization to assign interim duties of higher level (Form HR 4-11), unless an extension has been authorized.

b) The payment of an SPA shall also be discontinued in the following cases:

i) When the staff member ceases or is no longer required to perform the higher graded duties and responsibilities or in the case of a prolonged absence of more than thirty consecutive calendar days (on, for example, annual leave, sick leave, maternity leave or special leave). The AO of the Sector/Bureau/Office/Field Office concerned must inform HRM/SES immediately about such an interruption in the performance of the higher grade duties by submitting a Request for Personnel Action (Form HR 5-3) through BFM and HRM/RCR;

ii) When the post for which the SPA has been granted is abolished. The AO of the Sector/ Bureau/Field Office must inform HRM/SES immediately that the post has been abolished by submitting a Request for Personnel Action (Form HR 5-3) through BFM and HRM/RCR.

c) In both cases, the SPA shall be discontinued with effect from the date of occurrence.

d) Upon discontinuation of the SPA, staff members shall receive a copy of the Notification of Personnel Action issued by HRM/SES.
Resumption of higher level functions by a staff member

How to request?

a) If the same higher level functions are reassigned at a later date to the same staff member who previously received an SPA, an allowance is again payable. The AO of the Sector, Bureau, Office or Field Office should submit a new Request for Personnel Action (Form HR 5-3) to HRM/SES, via BFM and HRM/RCR, together with a copy of the prior approval granted.

How are staff informed?

b) Upon authorization of the resumption of an SPA, staff members shall receive a copy of Notification of Personnel Action issued by HRM/SES.
Exceptional continuation of SPA beyond twelve months

How to request?

a) If a staff member is required to continue performing the same higher-graded functions for a period exceeding twelve months due to exceptional circumstances (for example, the extended absence of the incumbent or where it has been impossible to fill the post), the supervisor of the higher-graded post may request exceptional continuation of the SPA by writing to DIR/HRM through their ADG/Director of Bureau or Office/Head of Field Office, indicating the reasons why the higher graded post remains vacant.

Who approves?

b) Exceptions are approved by DIR/HRM and, for Director of posts, by the Deputy Director-General.
Representation and transportation allowances

a) The representation and transportation allowances are paid automatically with salary.

b) Upon authorization, discontinuation or a change in the conditions regarding the payment of representation and/or transportation allowances, the Director-General, Deputy Director-General, ADGs and the Director of Cabinet of the Director-General shall receive a copy of Notification of Personnel Action.
HR Item 4.6. Other issues related to salaries and allowances

A. Method of payment

1. Salaries and allowances due to staff members shall be paid on the basis of the notification of personnel action issued by HRM and in accordance with the provisions of the Staff Rules. Where conversion from one currency into another is required to determine the amount of payment, the conversion shall be made using the Organisation’s accounting rate of exchange in force on the day of payment.

2. Staff members shall be paid monthly in arrears into their nominated bank account(s) in the currency of the duty station, unless the Organization agrees to another method of payment, as follows:
   (a) at Headquarters on the third working day preceding the last calendar day of the month;
   (b) away from Headquarters, normally on the last calendar day of the month.

3. Staff members are informed of payments by a pay slip sent to them electronically by BFM.

4. Staff member requests for information concerning their salaries and allowances should be addressed to their HR Officer.

Deductions

5. There shall be deducted from total monthly payments due to each staff member:
   (a) staff assessment;
   (b) contributions, if any, to the United Nations Joint Staff Pension Fund, based on the staff member’s pensionable remuneration;
   (c) contributions, if any, to the UNESCO Medical Benefits Fund, in accordance with the Rules of this Fund. Any deductions shall be calculated from the first day of the month following that in which eligibility is established;
   (d) contributions, if any, to the local social security scheme or to any insurance taken out by the Organization;
   (e) any rental deductions as provided for in the Rental Subsidy scheme;
   (f) the Director-General may, as an exceptional measure, and at the request of a staff member, authorize deduction of up to one third of that staff member’s salary and allowances, after any necessary deductions have been made, for payment (“cession”) to a third party, in accordance with Staff Rule 103.19; and
(g) to cover any indebtedness to the Organization. BFM shall advise staff members by a salary deduction notice of any deductions to be made from monthly payments, except for those which concern salary advances or validation of (i.e. contributions in respect of) non-contributory service in respect of staff members who elected to avail themselves of that possibility under the Regulations of the Pension Fund.

Payments on death of staff member

6. Following the death of a staff member, salaries and emoluments for the whole month during which death occurred shall be paid to his/her beneficiary/ies unless a death grant is payable. In such case salaries and emoluments shall be payable up to the date of death only.

B. Salary advance

Purpose

7. Salary advances are granted to international Professional staff members who make a request to that effect in the following situations:

(a) to cover serious personal financial difficulties; or
(b) upon appointment or transfer to a new duty station; or
(c) to cover advance rent payments.

Eligibility

8. Internationally recruited staff members holding a fixed-term or an indeterminate appointment may be eligible for salary advances. They may also be payable to staff on temporary appointments, but limited to the reasons mentioned under paragraph 7 a) and b) only.

9. A salary advance granted to staff members is not an automatic right. Requests will be examined by the HR Officer on a case-by-case basis, and authorized subject to the conditions set out below.

Types of salary advance and conditions for payment and recovery

10. The types of salary advance, the conditions for payment and recovery are as follows:

(a) **Advance for serious personal financial difficulties**

   Staff members may be granted a salary advance in the event of unforeseen or unplanned exceptional situations which create serious financial difficulties. Advances to meet emergency medical expenses will only be considered if the expenses are not reimbursable by the Medical Benefits Fund. Requests for an advance shall be examined in the light of advances previously granted to the applicant, the extent of his or her indebtedness to the Organization and any other relevant factor. Such advances shall not exceed two months’ pay; and shall be recovered over a maximum period of twelve months, or the duration of the staff member’s appointment, whichever is shorter.

(b) **On appointment or transfer to a new duty station**

   A staff member may request a salary advance within six months of taking up new duties. The amount of the advance shall not exceed two months’ pay. It shall be recovered via monthly deductions from pay over a maximum period of twelve months, or the duration of the staff member’s appointment, whichever is shorter.
Newly recruited staff members, or those returning from special leave without pay, or those returning from an inter-organization loan, secondment or exchange may also request a salary advance against their regular pay until they are entered into the payroll system.

(c) Advance for rental purposes

When required by the local housing practice at the duty station to pay several months’ rent in advance, staff members may apply for a salary advance for rental purposes. The minimum period for which rent may be advanced is three months and the maximum twenty four months. Such advances are payable in the currency of the lease contract and shall be recovered through monthly payroll deductions over the period for which the rent is advanced, or the duration of the staff member’s appointment, whichever is shorter. If the staff member is on probation, the maximum number of months of rent that can be advanced shall be limited to the remaining months of the probationary period, while the salary advance itself must be repaid in full before the end of the probationary period.

11. For the purposes of determining the amount of a salary advance, pay shall mean net base annual salary plus, if entitlement exists, non-resident’s allowance, language allowance and special post allowance.

12. If a staff member leaves the Organization before a salary advance granted to him/her has been fully recovered, the total outstanding amount shall be deducted from the payments due to him/her upon separation.

Currency of payment and recovery

13. Salary advances shall be expressed in the same currency as the regular salary. If conversion from one currency into another is needed for payment or recovery of an advance, the conversion shall be made at the official rate of exchange adopted by the Organization and in force on the date(s) of payment or recovery, respectively.

14. If the staff member is paid in more than one currency, salary advances shall normally be paid and recovered in one of those currencies, unless otherwise provided above.

C. Currency of salary payments

Staff Rule 103.21

15. Unless otherwise stated, staff members in the international Professional and higher categories shall be paid their emoluments in the currency of the country of the duty station.

16. Payments in another currency may be authorized as follows:

Non-nationals of the country of the duty station

17. Staff members at duty stations that are headquarters locations (Geneva, London, Madrid, Montreal, New York, Paris, Rome and Vienna) who are not nationals of the country of the duty station may receive up to 40% of their net take-home pay in one other currency than that of the duty station, at their choice. Staff members may not receive payments in the same currency in two different bank accounts.
18. Staff members at duty stations other than the 8 headquarters locations shall be paid in one currency of their choice or, upon request, partly in the currency of the duty station and partly in one other currency of their choice. Staff members may not receive payments in the same currency in two different bank accounts. The DSA portion of the assignment grant, however, shall be paid in the currency of the duty station. All deductions, except for rental deduction, shall be made from the emoluments paid in a currency other than the currency of the duty station. In duty stations where two types of currencies exist, one being convertible and another non-convertible, the portion payable in local currency shall be paid in the non-convertible currency. Requests for payment of emoluments in more than one convertible currency shall not be considered.

**Nationals of the country of the duty station**

19. Staff members who are nationals of the country of the duty station may request up to 15% of their net take home pay to be deducted for savings. The amount deducted shall be paid into the staff member's account with the UNESCO Staff Savings and Loan Service (USLS) in one of its monies of account.

19 bis However, and as designated by DIR/HRM (acting under the delegated authority of the Director-General), staff members who are nationals of the country of a duty station classified A- E for hardship purposes and where the local General Service salary scale is denominated in US dollar may request up to 40% of net take home pay to be deducted for saving into a USLS account. This special arrangement is also subject to confirmation from the Director/Head of Field Office to DIR/HRM that there are no impediments in the local Host Country Agreement or in local foreign exchange or other legislation to such an arrangement. The 40% ceiling shall remain in force throughout the period in which the local General Service salary scale is denominated in US dollars. However, the 15% ceiling will be re-applied as and when the local General Service salary scale is redenominated in local currency.

20. For the purposes of these provisions, only the nationality of staff members recognized by the Organization upon their initial appointment shall be taken into account.

For information on determination of nationality of staff members, please click here. (chapter IV/introduction/nationality).

21. Only one amendment of transfer arrangements shall be authorized in any twelve-month period, although this may be reduced to six months on an exceptional basis for staff members based in duty stations other than the 8 headquarters locations. However, in cases where the 15% limit on the amount deducted for savings into a staff member's USLS account is being reintroduced in line with the provisions described in paragraph 19bis, staff members who were previously saving more than 15% of his/her net take home pay into a USLS account will have 3 months in which to provide Payroll with new instructions. The 15% limit will be applied automatically in cases where staff members have not provided new instructions to Payroll within this 3 month period.

22. Separation payments may be paid, as requested by the staff member or his/her beneficiaries, in either:

   (a) one of the currencies in which his/her salary is paid at the time of the separation, or
   
   (b) the currency of the country of his/her recognized home, or
   
   (c) the currency of the country to which the staff member and/or dependants are repatriated.
D. Within-grade salary increments

Staff Rule 103.4

Purpose

23. Salary increments reward staff members for satisfactory service during the qualifying period of service, as reflected in their performance reports. The increment shall be equal to a one step increase on the appropriate salary scale.

Eligibility

24. Staff members holding fixed-term or indeterminate appointments are eligible for salary increments subject to documented satisfactory performance.

25. The award of a within-grade salary increment is subject to:

   (a) completion of the qualifying period of service for the staff member’s grade and step; and

   (b) satisfactory performance during the qualifying period. A staff member’s performance shall be deemed to have been satisfactory when he/she has fully met expectations during the qualifying period.

For information on the ratings attributed for performance, see HR Manual Chapter 14 Performance Management, HR Item 14.3 paragraph 31.

Qualifying period of service between increments

26. Increments are usually awarded every twelve months to international staff members in the Professional category and above for satisfactory performance below step VII. Beyond step VII of grades P-1 through P-5 and step 4, of D-1 grade and step 1 of the D-2 grade, the qualifying period of service for the award of increments is twenty-four months.

27. The qualifying periods of service are the same regardless of whether staff members work on a full-time or part-time basis.

Determining the step-in-grade upon initial appointment

28. Upon initial appointment, a staff member shall be normally placed in the first step of the level of the post, unless the following conditions are met:

   a. Where it appears that step one in the grade, will result in a lower income level than previous income (12 consecutive months within 18 months’ period immediately preceding the appointment), consideration may be given to granting a higher step (as set out in b) below) to eligible staff members upon initial appointment;

   b. Prior to the fixed-term appointment, he/she held a temporary staff member appointment, Short Term Contract or a Service Contract at the same level / grade as the post to which he/she is being appointed. The qualifying periods of service worked under any such previous contract with UNESCO or other UN Common System Organisations shall be taken into account in determining the step-in-grade upon initial fixed-term appointment;
c. For initial recruitment cases, the maximum allowable step is step VI for P-1 to D-1 posts; and step III for D-2 level posts.

29. Former UN staff members are normally granted the same level, step and frequency of salary increments as under their previous appointment provided they are appointed to a post or function classified at their former level.

Determining the step-in-grade upon reinstatement

**Staff Rule 104.15**

30. Upon reinstatement, the staff member’s step-in-grade in his/her new post shall be determined as follows:

   (a) if reinstated at the same grade, the step reached upon separation;

   (b) if reinstated at a higher grade, in accordance with the provisions for determining the step-in-grade on promotion;

   (c) if reinstated at a lower grade, in accordance with the provisions for determining the step-in-grade upon transfer to a post of a lower grade.

31. Notwithstanding these provisions DIR/HRM may decide that the step upon reinstatement shall be that which would have been reached had the staff member remained in service without an interruption, if satisfied that this is justified by the qualifications or experience obtained during the staff member's absence.

Determining the date of the first increment following initial appointment

32. The effective date for the first within-grade increment following initial appointment shall be the first day of the month in which the qualifying period of service is met; for example, if the initial appointment occurred on 29 June 2017, the first within-grade increment will be due on 1 June 2018 or 1 June 2019 (depending of the step and grade on appointment). No service credits towards this qualifying period of service are granted to staff members who were temporary staff members prior to their fixed-term appointment.

33. Subsequent increments shall be granted upon completion of the appropriate qualifying period of service between increments for the staff member’s grade and step.

**Paragraphs 34-35 deleted, see AC/HR/32**

Determining the step-in-grade upon promotion and the date of the first increment thereafter

**Staff Rule 104.13**

36. Determination of the step-in-grade upon promotion of a staff member shall be governed by the following rules:

   (a) **Promotion within categories and from international Professional to Director category**

   For calculation purposes, a staff member shall be placed at the step in the higher grade which, in the first full calendar month after promotion, increases his/her net base salary by the equivalent of at least two steps in the grade from which they were promoted, provided that the net base salary upon promotion does not exceed that of the maximum step in the higher grade.
(b) Promotion from General Service and NPO categories to Professional category

For calculation purposes, a staff member shall be placed at the step of the higher grade which, in the first full calendar month after promotion, results in a net base salary plus post adjustment, at the single rate, not less than that which would have resulted from the granting of two steps in the grade from which they were promoted, provided that the net base salary upon promotion does not exceed that of the maximum step in the higher grade.

37. If promotion takes effect on the same date as a staff member would otherwise have received a within-grade increment, the salary upon promotion shall be calculated taking account of this increment, provided that the net base salary of the staff member upon promotion does not exceed that of the highest step in the grade to which they are promoted.

38. The first within-grade increment in the higher grade following promotion shall fall due on the first day of the month in which the qualifying period of service is met, regardless of the actual date of promotion within that month. For example, if a staff member’s effective date of promotion is 12 June 2009, the first increment in the new grade shall fall due on 1 June 2010.

Determining the increment and due dates when in receipt of a special post allowance (SPA)

39. A staff member in receipt of an SPA shall only be granted a within-grade increment at the level of his/her regular post. The next increment in his/her regular grade shall fall due after completing the qualifying period of service in the staff member’s grade and step.

Determining the step-in-grade upon transfer to a post of lower grade

Staff Rule 104.14

40. If a staff member accepts a transfer to a post of lower grade, his/her step in the new grade shall be the step in the lower grade immediately above the salary level before the transfer. If the previous salary level was higher than the salary at the last step of the new grade, the level of his/her salary shall be maintained by means of a personal transitional allowance, representing the difference between the two levels of remuneration.

For information on transfers to a post of lower grade, see HR Manual Chapter 5 - Recruitment, transfer, promotion and geographical and inter-agency mobility, HR Item 5.9 (Transfer).

Periods of special leave with partial or without pay

Staff Rule 105.2

41. Continuous periods of special leave with partial pay or without pay of more than one month shall not count towards the qualifying period of service for the award of the next increment. The date of the next increment, therefore, shall be delayed by the number of full months of absence on such special leave. For example, if an increment falls due on 1 February 2008 and the staff member had been on special leave with partial pay or without pay for a period of two months during the previous twelve consecutive months, his/her increment shall be delayed by two months, that is, it shall fall due on 1 April 2008.

Withholding and deferment of increments

42. Withholding of an increment is the non-payment of the increment on the due date.

43. Deferment of an increment is the postponement of the date of the increment. For example, if the increment normally due on 1 February 2014 is deferred by two months, the increment shall be granted instead on 1 April 2014. The deferral of the increment shall not affect the date at which future increments shall fall due; the next increment will fall due on 1 February 2015.
Withholding of an increment is the non-payment of a salary increment on the due date. Where it has been withheld, one increment shall become payable at the normal incremental date following the period for which it has been withheld. For example, if the increment normally due on 1 February 2014 is withheld, no increment is paid for the next 12 months (qualifying period) and an increment becomes payable as from 1 February 2015.

For information on withholding or deferring within-grade salary increments, see HR Manual Chapter 14 Performance Management, HR Item 14.5 Consequences of performance results.

44. Deferment or withholding of an increment may also be imposed by the Director-General under Staff Rule 110.1 as a disciplinary measure for unsatisfactory conduct or misconduct.

For information on deferment and withholding of increment as a disciplinary measure, see HR Chapter 11 Disciplinary measures, HR Item 11.5 Disciplinary measures.

E. Designation of beneficiaries for salaries and allowances

Staff Rule 103.23

45. Sums owed to a staff member at the time of his/her death shall be paid to the beneficiary or beneficiaries designated by him/her. Staff members must choose their beneficiaries or designated beneficiaries, who do not need to be related by blood or marriage.

Amounts owed by the Organization

46. These shall include:

(a) salaries and allowances still due at the time of death, after deduction of any advances still outstanding. If a death grant is payable under Staff Rule 109.10, salaries and allowances shall be paid up to the date of death only. Otherwise, the salaries and emoluments for the whole month during which death occurred shall be payable to the beneficiary or beneficiaries.

(b) payment of accrued annual leave, if appropriate. (If, on the other hand, the staff member has not accrued the full period of advance annual leave already taken, the cost of the advance leave taken but not accrued shall be deducted from any amounts to be paid to the beneficiaries;

(c) reimbursement of any travel or mission expenses not paid at the time of death;

(d) reimbursement by the Medical Benefits Fund of any medical expenses pending payment at the time of death.

47. The repatriation and death grants are not included in the amounts owed by the Organization. These grants are paid directly to the surviving spouse or dependent children, if any.

48. The amounts owed by the Organization do not cover payments which are regulated separately, including those from the United Nations Joint Staff Pension Fund, Staff Compensation Plan, the Voluntary Life Insurance Plan or the UNESCO Staff Savings and Loan Service.
Payment in the absence of beneficiaries

49. If a nominated beneficiary does not survive or the designation of beneficiary has not been made or has been revoked, the amount standing to the credit of a staff member shall upon his or her death be paid to his or her estate. Before giving payment instruction to BFM/Payroll, HRM/SES shall verify that the representative of the estate is legally qualified to act in such capacity and obtain for that purpose an official document from the competent authorities of the country of which the deceased was a national. In case of doubt, the Office of International Standards and Legal Affairs (LA) should be consulted.

Advance payment of the final settlement

50. The HR Officer shall inform the designated beneficiaries that in case of need they may obtain an advance of up to 20% of the estimated amount of the final settlement.

51. When family members request an advance against the amounts due from the Organization for the funeral expenses of the staff member, the HR Officer may authorize a direct payment of these expenses as an advance on the final settlement, once he/she is satisfied that the amount owed to the deceased staff member is sufficient to cover this advance. Such expenses do not include the expenses incurred for transporting the remains of the staff member to his/her recognized home or to some other place (up to the entitlement to his/her recognized home), as these are payable by the Organization.

52. If it is not possible to make contact with the next of kin following the death of a staff member:

   (a) at Headquarters, HRM Social Service shall make the necessary funeral arrangements and shall submit the bill to BFM/Payroll for settlement; or

   (b) at locations away from Headquarters, the Head of Field Office shall make the necessary funeral arrangements, after notifying the HR Officer. The funeral expenses, up to the amount owed to the deceased staff member, shall be recovered from the amounts owed.

53. If the next of kin is contactable but cannot meet the funeral expenses for reasons of financial hardship, the HR Officer or Head of Field Office, as appropriate, shall inform the next of kin of the amount available and shall leave him/her to make the funeral arrangements on the basis of that amount. The bill shall be submitted to BFM/Payroll for settlement.

54. BFM/Payroll shall arrange the payment and deduct the amount from the monies payable to the beneficiaries or to the estate.

F. Retroactive payments

55. Retroactive payments may be authorized by the HR Officer, exceptionally, within one year following the date on which the staff member would have been entitled to the initial payment. See Staff Rule 103.7 (d).

56. In case of a conversion from one currency to another in order to determine the amount of any retroactive payments owed, the conversion shall be made at the official UN rate of exchange in force on the day of actual payment.

G. Recovery of overpayments
57. Overpayments are payments made by the Organization to a staff member in excess of his/her entitlements under the Staff Regulations and Rules and other administrative provisions.

58. Any erroneous overpayment made by the Organization to a staff member shall be recovered, over a period not exceeding twelve months, via deductions from salary or any other payments due to the staff member. However, staff members may request alternative means of repaying amounts owed (e.g. payment by bank or personal cheque), subject to BFM/Payroll agreement.

59. These provisions shall not apply to the recovery of advances, which shall be recovered from the regular monthly payments received by staff members according to the recovery schedule drawn up at the time the advance was approved.

Conditions for recovery

60. Overpayments create a debt on the part of the staff member which shall normally be recovered in full.

61. However, when an overpayment resulted from an administrative error on the part of UNESCO and the staff member was unaware or could not reasonably have been expected to be aware of the overpayment, the recovery shall be limited to the amount of overpayments made over the twelve months’ period immediately prior to the last overpayment, provided this overpayment occurred in the previous two years.

62. The twelve months and two-year periods are counted back from the date of notification to the staff member that an overpayment has occurred or from the date the staff member notified the Organization that he/she discovered that an overpayment had occurred.

63. The limitations under paragraphs 61 and 62 above shall not apply when:

   (a) the overpayment was due to the submission of erroneous, fraudulent or incomplete information by the staff member; or

   (b) the staff member was aware or should have been reasonably aware of the overpayment.

64. If a staff member believes that an overpayment has occurred, he/she must notify his/her HR Officer (HRM/SES) immediately in writing.

65. The recovery of any overpayment shall only be implemented following advance notice to the staff member from the HR Officer.

Procedures

1. Procedure 4.25 - Salary advance
2. Procedure 4.26 - Salary transfer
3. Procedure 4.27 - Determining the step-in-grade upon initial appointment
4. Procedure 4.28 - Determining the step-in-grade upon promotion
5. Procedure 4.29 - Granting, withholding and deferment of within-grade salary increments
6. Procedure 4.30 - Designation, change and revocation of beneficiaries
7. Procedure 4.31 - Recovery of overpayments

Staff Rules

1. Staff Rule 100.2 - Definitions
2. Staff Rule 103.3 - Salary on initial appointment
3. Staff Rule 103.4 - Salary increments
4. Staff Rule 103.7 - Eligibility for allowances
5. Staff Rule 103.19 - Method of payment - Deductions and contributions
6. Staff Rule 103.21 - Currency of payments
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7. Staff Rule 103.22 - Salary advance
8. Staff Rule 103.23 - Beneficiaries
9. Staff Rule 103.24 - Recovery of payments made in error
10. Staff Rule 104.5 - Information required of staff members
11. Staff Rule 104.13 - Promotion
12. Staff Rule 104.14 - Transfer to a post of lower grade
13. Staff Rule 104.15 - Reinstatement
14. Staff Rule 105.2 - Special leave
15. Staff Rule 107.13 - Transportation of decedents
16. Staff Rule 109.9 - Repatriation grant
17. Staff Rule 109.10 - Death grant

Forms
1. Form HR 4-3 - Within-grade Increment
2. Form HR 4-12 - Salary Transfer - Non-French Staff at Headquarters
3. Form HR 4-13 - Retenue sur traitement (Epargne) - Personnel du Siège de nationalité française
4. Form HR 14-14 - Salary Deduction (for Savings) - Local Field Staff
5. Form AM 3-9 - Salary Advance
6. Form HR 4-16 - Field Staff - Apportionment of Salary and Allowances
7. Form HR 4-1 - Designation, change or revocation of beneficiary

Appendices
1. Appendix 4 E - Salary scales and allowances for staff in the Professional and higher categories

Published on 16.12.2009  Updated on 01.01.2017  60
Salary advance

How to request?

a) Staff members may apply for a salary advance by submitting a written request to their HR Officer in HRM/SES (no specific form required), setting out the purpose for which the advance is requested and the amount, currency and the manner of payment and recovery proposed.

b) Staff members are responsible for the accuracy of the information submitted. Incorrect, untrue or withheld information may not only result in the rejection of a request, but may also result in disciplinary measures as provided for in Chapter X of the Staff Regulations and Rules.

Documentary evidence required

c) For information on the documentary evidence required, please see Table 4.7 below.

Approval

d) The HR Officer (HRM/SES) examines requests on a case-by-case basis. If the advance is authorized, the HR Officer submits instruction for payment (Salary Advance Form AM 3-9), including the recovery schedule, to BFM/Payroll for action.

How are staff informed?

e) If the request for salary advance is authorized, staff members shall receive a copy of the Salary Advance Form (Form AM 3-9).

<table>
<thead>
<tr>
<th>Type of advance</th>
<th>Required documentation</th>
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<tbody>
<tr>
<td>On change of duty station</td>
<td>No supporting documentation is required</td>
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<tr>
<td>Advance for rental purposes</td>
<td>Copy of the lease agreement</td>
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<tr>
<td>Advance for other emergency/unforeseen</td>
<td>Documents certifying the unforeseen emergency or exceptional situation which creates</td>
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<td>exceptional situations</td>
<td>serious financial difficulty for the staff member; any other documentation as may be</td>
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<td>required by the HR Officer</td>
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<tr>
<td>Advance for emergency medical expenses</td>
<td>If emergency situation involves medical expenses, the pro-forma invoice issued by the</td>
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<td>medical institution and confirmation of non-coverage of the expense by MBF to be</td>
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<td>confirmed by HRM/SPI</td>
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</table>
Salary transfer

a) Staff members who wish to be paid in whole or in part in a currency other than the currency of the country of duty station, or who wish to modify a previous request, must complete one of the following forms:

i) Non-French staff members at Headquarters - Salary Transfer (Form HR 4-12);

ii) French staff members at Headquarters - Retenue sur traitement (épargne) - personnel du Siège (Form HR 4-13) (for transfer to UNESCO's Savings and Loan Service);

iii) Staff members at other duty stations who are not nationals of the country of duty station - Field staff: apportionment of salary and allowances (Form HR 4-16);

iv) Staff members at other duty stations who are nationals of the country of their duty station - Salary deduction (for savings) - local field staff (Form HR 4-14)

b) Staff members shall normally submit the form directly to BFM/Payroll. In the case of request for salary transfer in excess of 40% of net take home pay, the form shall be submitted through the HR Officer (HRM/SES), together with documentary evidence that commitments outside the duty station are greater than 40% of net take home pay.

c) The request must reach BFM/Payroll at the latest by the 25th of the month preceding that in which the transfer is to be effected.

d) No requests for modification of the transfer arrangements (e.g. change in the percentage to be transferred, change of currency, change of bank details) shall be authorized at intervals of less than twelve months since the previous change. If staff members in duty stations away from the 8 headquarters locations need to amend their instruction within twelve months of the previous change, they should submit a request to their HR Officer (HRM/SES), using Forms HR 4-12, HR 4-13, or HR 4-16, as necessary) with an explanatory memorandum. If HRM/SES approves the request for modification, the form shall be submitted to BFM/Payroll for action.

e) Transfers shall normally be made at the same time as the payment of salaries. Payment in any one currency shall be made only to one personal account of the staff member, as designated by him/her.

f) In the absence of any request to the contrary, net take home pay shall be paid to staff members in the currency of the duty station.
Determining the step-in-grade upon initial appointment

a) HRM shall determine the step-in-grade of new recruits upon initial appointment.

b) To this end, the AO of the recruiting Sector/Bureau or Office/Field Office shall submit to the HR Officer (HRM/SES), together with a Request for Personnel Action (Form HR 5-3), the following documentation:

i) Upon initial appointment of staff members who have previously worked in the UN system under a supernumerary, temporary contract, ALD, SC and/or SSA: copies of their contract or employment record for the periods of employment claimed;

ii) Upon initial appointment of staff who have previously worked in the UN system under a fixed-term appointment: the last Notification of Personnel Action.
Determining the step-in-grade upon promotion

(a) HRM shall determine the step-in-grade of a staff member upon promotion.

(b) Upon promotion, staff members shall receive from HRM/SES a notification of “Change of employment conditions” setting out their new grade and step. Staff members shall also receive a Notification of Personnel Action indicating their grade and step.
Granting, withholding and deferment of within-grade salary increments

a) Staff members shall receive a Notification of Personnel Action issued by HRM/SES, confirming the award of a within-grade increment.

For information on the procedure for granting a within-grade salary increment, see HR Manual Chapter 15 Performance Management, HR Item 14.5, paragraphs 6 to 19.

For information on the procedure for withholding or deferment of a within-grade salary increment for unsatisfactory performance (i.e. when a staff member has only partially met or not met expectations), see HR Manual Chapter 15 Performance Management, HR Item 14.5, paragraphs 6 to 19.

For information on the procedure for withholding or deferment of within-grade salary increments for unsatisfactory conduct or misconduct (that is, as a disciplinary measure imposed by the Director-General), see HR Manual Chapter 11 Disciplinary Measures.
Designation, change and revocation of beneficiaries

a) On appointment, staff members are required to complete the Designation, change and revocation of beneficiary form (Form HR 4-1), attached to their offer of appointment) for any amounts that may be owed to a staff member in the event of death. Subsequently, staff members who wish to change or revoke their beneficiary/beneficiaries should submit to their HR Officer (HRM/SES) a duly completed Designation, Change and Revocation of beneficiary form (Form HR 4-1) with the requested changes.

b) On appointment, staff members are also required to provide contact details (e.g. name, address, telephone number and e-mail address) for the next of kin or another person who may be contacted by the Organization in the event of accident or death of the staff member. Staff members are required to update the contact details of this designated person on a regular basis by submitting updated information to their HR Officer.

c) The Designation, Change and Revocation of beneficiary form and contact details shall be placed in the staff member’s individual file. The form shall remain valid unless and until revoked by the staff member.
Recovery of overpayments

a) Immediately after an overpayment has been identified by the Organization, HRM/SES shall notify the staff member, in writing, that an overpayment has occurred and that this shall be recovered. Whenever possible, the note should explain how the overpayment occurred and its amount. If the information is not available at the time, it shall be provided in a follow-up note.

b) If the staff member believes that an overpayment has occurred, he/she must notify immediately, in writing, HRM/SES that an overpayment has occurred.
Chapter 4b. Salaries and allowances of locally recruited staff

4.7. Principles and methodology for setting salaries and allowances
4.8. Salary structure and components
4.9. Deductions and contributions
4.10. Allowances and grants
4.11. Other issues related to salaries and allowances

HR Item 4.7. Principles and methodology for setting salaries and allowances

A. The Flemming principle
B. Methodology
C. Approval of local salary scales for UNESCO staff members

A. The Flemming principle

1. National Professional Officers (NPO) and General Service (GS) staff members are recruited and paid on a local basis.

2. The salaries and allowances for locally recruited staff are based on the Flemming Principle, which stipulates that the conditions of service of locally recruited staff should be amongst the best, but not the best, for similar work in the locality. This is designed to ensure that the UN is a competitive employer, able to recruit and retain staff of the highest standard of qualifications and competency.

B. Methodology

3. The salaries, allowances and conditions of employment of locally recruited staff members are established through periodic, comprehensive local salary surveys carried out at every duty station, normally every four or five years. Interim procedures have been established for adjusting salary scales in-between these surveys. In exceptional circumstances, intermediate surveys may be conducted more frequently.

4. These surveys are conducted to identify the best prevailing conditions in the area, using a methodology developed by the International Civil Service Commission (ICSC) and approved by the UN General Assembly. The basis for selecting representative UN jobs and external comparators, data to be collected, role of the agencies and staff, and other information is set out in the Salary Survey Methodology in headquarters duty stations and in non-headquarters duty stations.

5. At headquarters duty stations, ICSC carries out surveys in cooperation with representatives of Organizations and staff in the location; and recommends salary scales for final approval by the executive head of the lead or designated agency in the location concerned. The designated agency is usually the agency with the largest number of local staff at the duty station.
6. Salary surveys in non-headquarters duty stations are normally conducted by the UN, although other UN agencies have been given operational responsibility for conducting and coordinating the surveys in a number of duty stations.

7. Although the methodology used to conduct local salary surveys is designed specifically for GS staff, it is also used to establish the salary scales for NPO staff.

8. In conducting salary surveys, established employers in the locality are identified to represent a balanced cross-section of best local employers of the private economic and commercial sector, public sector and parastatal organizations. These employers must have an established pay and grading structure, and a minimum number of employees engaged in office work similar to that in the local UN organizations.

9. Comprehensive data on the salaries, allowances, benefits and other conditions of employment applicable to the jobs surveyed are collected from each of the employers. Information on other conditions of employment (e.g., leave, hours of work, social security benefits) are also collected to enable a comprehensive comparison between outside employees and UN staff.

10. Staff members participate in the survey process through the Local Salary Survey Committee (LSSC), comprising management and staff representatives of agencies employing local staff at the duty station. The LSSC co-ordinates survey activities under the overall guidance of salary survey specialists from either ICSC (for surveys at headquarters locations) or the UN (at non-headquarters locations).

11. Separate salary scales are established for each duty station following the local salary survey. In accordance with UN common system arrangements, the salary scale is applicable to all staff employed at the duty station. The use of a common salary scale prevents competition between agencies when recruiting staff, facilitates movements of staff between UN organizations and ensures equity in the remuneration package for similar graded work.

12. Interim adjustments, based on either mini local salary surveys or local salary indices, normally take place once a year at each duty station. The mechanism is a rapid yet efficient and reliable means of reviewing and updating salary scales in the period between comprehensive surveys.

C. Approval of local salary scales for UNESCO staff members

13. The annual salaries of staff members in the GS category at Headquarters are established by the Director-General, in accordance with decisions of UNESCO’s General Conference, in order to maintain conformity between them and the best prevailing rates for comparable employment in the Paris area.

14. Away from Headquarters, the annual salaries of local staff members are established by the Director-General in accordance with United Nations practice.

Staff Regulations
1. **Staff Regulation 3.1**
2. **Staff Regulation 3.2**

Staff Rules
1. **Staff Rule 103.1 - Annual salary scales**

Appendices
1. **Appendix 4 F - Salary scales and allowances for staff in General Service category**
HR Item 4.8. Salary structure and components

A. Salary scales

1. A single country-wide salary scale is normally established for GS and NPO staff in each country. However, there are some countries with more than one salary scale in place. Local salary scales are differentiated by grade and step and usually expressed in local currency. Exceptionally, salary scales in some duty stations may be denominated in US dollars.

2. GS salary scales normally comprise seven grade levels, although the number of grades and the number of steps per grade may vary from one duty station to another. A longevity step may also be included in the scale, where this is a common practice amongst local employers.

For information on longevity steps, see HR Manual Item 4.6, paragraphs 17 to 38 (Within-grade salary increments).

3. The NPO salary scales normally consist of four levels (A, B, C and D), although an E scale has been established in a small number of duty stations where NOE posts have been established.

For information on local salary scales for staff in the GS and NPO categories by duty station, see UN Salaries and Allowances web site, for information on salary scales for staff in the GS category at Headquarters, see HR Appendix 4 F.

4. Staff members in the UN common system are paid net of taxes, whereas the salaries and most of the allowances paid by the outside employers used as survey comparators will generally be subject to national taxes. To ensure a valid comparison of UN and external remuneration, data on gross or pre-tax salaries and allowances collected in the local salary surveys are converted into net-of-tax figures using standard rates of local taxation.

5. If non-pensionable allowances and benefits should represent a significant proportion of overall remuneration offered by outside employers, these are incorporated into the UN salary scale by means of a non-pensionable component determined at the time of the salary survey. This approach ensures comparability between overall UN and external remuneration and consistency in the definition of pensionable pay. The following are generally considered to be pensionable remuneration elements:

   (a) Additional months’ salary;
   (b) Profit-sharing payments (except schemes providing additional retirement income);
   (c) Housing-related allowances;
   (d) Performance payments;
   (e) Bonuses;
   (f) Food-related allowances;
   (g) Cost-of-living allowance.

All other remuneration elements are considered non-pensionable including, but not limited to, allowances related to meals, transport, leave, recreation and representation.
6. The salary scales issued for locally recruited GS and NPO staff members in each duty station are expressed in the following ways:

(a) **Gross salary**: calculated by applying staff assessment to the total net salary, and used to calculate separation payments and tax reimbursements payable to any staff member whose UN salary is subject to income taxation by a Member State;

For information on staff assessment, see HR Manual Item 4.6.

(b) **Gross pensionable salary**: calculated by applying staff assessment to the net pensionable salary; and used to determine Pension Fund contributions and pension benefits;

(c) **Total net salary**: comprises the net pensionable salary plus non-pensionable component established through local salary surveys. Used to determine the net salary of staff and to calculate, for example, local danger pay and overtime compensation;

(d) **Net pensionable salary**: established through local salary surveys based on the elements of external salaries which are pensionable;

(e) **Non-pensionable component**: the portion of total net salary established through the local salary surveys based on non-pensionable remuneration elements.

**Procedures**

1. **HR Procedure 4.32 Salary**

**Staff Regulations**

1. **Staff Regulation 3.1**
2. **Staff Regulation 3.2**

**Staff Rules**

1. **Staff Rule 103.1** - Annual salary scales
2. **Staff Rule 103.2** - Adjustments to salaries
3. **Staff Rule 103.3** - Salary on initial appointment
4. **Staff Rule 103.16** - Staff assessment plan

**Appendices**

1. **Appendix 4 F** - Salary scales and allowances for staff in General Service category
Salary

a) The salaries of staff members are determined on the basis of the conditions of employment set out in their letter of appointment (e.g. grade, step and duty station). These salaries are automatically updated, subject to approval of the Director-General, when the underlying salary scale is updated by ICSC or by the UN.

The salary scales for GS and NPO staff by duty station are available on the UN Salaries site.

b) Upon appointment and any subsequent change in their employment or personal status, the staff member shall receive a copy of Notification of Personnel Action.

c) Towards the end of each month, staff members shall receive a pay slip issued by BFM/Payroll detailing their:

(i) net salary
(ii) family allowances, if any;
(iii) language allowance(s), if any;
(iv) night differential and/or overtime, if any;
(v) hazard pay, if any, where this not paid locally by the Administrative Officer;
(vi) special education grant, if any and when processed;
(vii) contribution to the Medical Benefits Fund (MBF);
(viii) contribution to the UN Joint Staff Pension Fund (UNJSPF);
(ix) recovery of advances, if any;
other deductions, if any, including parking charges, language courses, telephone costs, USLS loan repayments, staff association membership fees.

d) If staff members believe that there is an inaccuracy in the payment of their salary, they must promptly notify their HR Officer (HRM/SES), with a copy BFM/Payroll.
HR Item 4.9. Deductions and contributions

A. Staff assessment
B. Income tax
C. Contributions to the United Nations Joint Staff Pension Fund
D. Contributions to the Medical Benefits Fund

1. The provisions on staff assessment, income tax, contributions to the Medical Benefits Fund (MBF) and to the UN Joint Staff Pension Fund (UNJSPF) for internationally recruited staff shall be applicable to locally recruited staff.

A. Staff assessment

For information on staff assessment, see HR Manual Item 4.4, paragraphs 1 and 2.

B. Income tax

For information on income tax reimbursement, see HR Manual Item 4.4, paragraphs 3 and 4.

C. Contributions to the United Nations Joint Staff Pension Fund

For information on contributions to the UNJSPF by locally recruited staff members, see HR Manual Item 4.4, paragraphs 9 to 14.

D. Contributions to the Medical Benefits Fund

For information on contributions to the MBF by locally recruited staff members, see HR Manual Item 4.4, paragraphs 15 to 20.

Appendices

1. Appendix 4 F - Salary scales and allowances for staff in General Service category
A. Family allowances

Staff Rule 103.9

1. Family allowances are payable to locally recruited staff members in the GS and NPO categories who hold an indeterminate or fixed term contract in respect of the following family members if they are recognized as dependants under Staff Rule 103.9:

   (a) spouse;

   (b) children;

   (c) secondary dependant (parent, brother or sister).

B. Spouse allowance

Purpose

2. The spouse allowance payable in respect of a dependent spouse recognizes the extra expenses that results from having a dependent spouse.

Recognition of marriage

3. Evidence of a marriage’s legal status shall be based on a legally binding document certified by the appropriate national authority. If need be, HRM shall submit the requests for verification to the Permanent Delegation to UNESCO of the respective country and shall take action in accordance with that verification. Only one dependent spouse shall be recognized by UNESCO. (Staff Rule 100.2 (a) ter)

Definition of dependent spouse

4. For the purposes of the spouse allowance, a spouse is defined as a dependent spouse if he/she has no occupational earnings or, if employed, whose annual gross occupational earnings (brut imposable for spouse working in France, gross before deductions elsewhere) do not exceed the lowest entry gross salary level of the UN salary scale in effect in the area of the duty station on 1 January of that year. Pension and investment income received by a spouse are not considered to be occupational earnings.

For information on earnings limit by duty station, see UN Salaries and Allowances web site.
Eligibility

5. Staff members in the GS and NPO categories with an indeterminate or fixed-term appointment are eligible for the spouse allowance in respect of a dependent spouse, provided that such an allowance is payable in the staff member's duty station.

Conditions of payment

6. Staff members wishing to claim a spouse allowance are required to submit, at the start of each year, documentary evidence of their spouse's gross occupational earnings in the previous calendar year.

7. The spouse allowance operates on a calendar-year basis. This means that when a spouse’s total gross occupational earnings for a year fall below the established ceiling, the allowance shall be payable for the full calendar year irrespective of the number of months that the spouse actually worked during that year. But when the spouse's annual gross occupational earnings exceed the established limit for a given year, no spouse allowance shall be payable for the year even if the spouse worked for only part of that year.

8. If a spouse allowance was paid on the basis of the spouse’s estimated occupational earnings in a given year, and the actual occupational earnings during the year exceeded the earnings limit, any overpayment shall be recovered. Staff members must report such cases to their HR Officer (HRM/SES).

9. A staff member who did not claim the spouse allowance for a given year because the spouse’s estimated earnings exceeded the established limit may claim the allowance retroactively if the actual earnings fall below the limit, but must do so within 12 months of the end of the calendar year in question.

10. If the staff member has been in service or married for less than a full calendar year, the spouse allowance is payable only for the period following his/her appointment or marriage. Similarly, when a staff member separates from service, the spouse allowance is payable only until his/her separation.

11. A staff member who is legally separated may continue to claim a spouse allowance, subject to provision of documentary evidence of main and continuing financial support of his/her spouse (e.g. bank transfers, cashed cheques or other appropriate legal evidence).

12. A staff member who is divorced or widowed is not entitled to any allowances in respect of the former or deceased spouse.

13. A spouse allowance is not payable to staff member already receiving a secondary dependant’s allowance. Staff members should, therefore, choose to receive either the spouse allowance or the secondary dependant’s allowance, but they cannot receive both.

For information on the documentary evidence required for the spouse allowance, see HR Procedure 4.33, Table 4-8.

Amount of spouse allowance

14. The amount of the spouse allowance payable to staff members in the GS and NPO categories takes account of any tax relief granted by the national tax authorities in the duty station and any payments made by comparator employers used in the local salary surveys.

For information on salary scales and allowances for GS and NPO staff by duty station, see UN Salaries and Allowances website, for information on salary scales and allowances for GS staff at Headquarters see HR Appendix 4 F.
Spouse differential

15. If a staff member in the General Service category shows that the occupational earnings of his or her spouse exceed the ceiling provided under paragraph 4 above by less than the amount of the relevant spouse allowance, he/she shall be paid an allowance equal to the difference between that amount and the excess of occupational earnings; however, the spouse shall not be deemed to be dependent under Staff Rule 103.9.

If both spouses are staff members

16. If both spouses are staff members in the UN common system, one of them may be recognized as a dependent spouse during periods when he/she is not in receipt of a salary, provided the requirement set out in paragraph 4 above are met.

C. Child allowance

Purpose

17. Child allowance compensates staff members in the GS and NPO categories for the additional expenses incurred with respect to dependent children.

Eligibility

18. GS and NPO staff members holding a fixed-term or indeterminate appointment are eligible for child allowance in respect of each dependent child.

Definition of dependency status

19. For the purposes of this allowance, a dependent child should be:
   
   (a) under the age of 18 or, if in full time attendance at an education institution, under the age of 21; and
   
   (b) a child for whom the staff member provides main and continuing support.

20. The relationship of the dependent child to the staff member should be one of the following:

   (a) the staff member’s legitimate or natural child;

   (b) the staff member’s legally adopted child in accordance with relevant statutory provisions or any prescribed court procedure for legal recognition of adoption in the staff member’s country of nationality or permanent residence;

   (c) the staff member’s step-child.

21. For the purposes of the child allowance, adoption shall be considered legally valid if either of the following conditions are met:

   (a) the adoption is effected under the laws of the staff member’s country of nationality or permanent residence; or

   (b) if the adoption is effected under the laws of a different country, it is considered as a valid adoption under the laws of the staff member’s country of nationality or permanent residence.

22. The required evidence of legal adoption shall be a court decision, order or certification stating that the petition for adoption has been granted. These documents should be signed by a judge with the appropriate court seal affixed.
23. If a child resides with the staff member, that shall be considered as proof of provision of main and continuing support. If a child does not reside with the staff member, the staff member shall be required to provide evidence of main and continuing support. School attendance away from the staff member’s duty station shall not necessarily be interpreted to mean that the child does not reside with the staff member; for example, the child may attend a boarding school or other institution under similar arrangements.

Dependency status for disabled children

24. In the case of a disabled child over the age of 18, the requirements of age and full-time school attendance are not applicable if he/she is physically or mentally incapacitated for full-time school attendance or gainful employment as certified by UNESCO’s Chief Medical Officer (CMO) and based on periodic medical reports from the child’s qualified physician. CMO shall decide the frequency with which the staff member is required to submit such medical reports.

Conditions for payment

25. Child allowances shall be payable in respect of each dependent child of staff members in the GS and NPO categories. Payments are limited to a maximum number of six dependent children.

26. Staff members shall be required to provide documentary evidence of the main and continuing support in the following cases:

(a) for a child who does not reside with the staff member;

(b) for a married child under the age of 18; and

(c) for child under 21 in full-time school attendance.

27. For children between the ages of 18 and 21, payment of child allowance shall be discontinued in any of the following cases:

(a) on the 18th birthday, unless full-time school attendance continues;

(b) on the date full-time school attendance ceases between the ages of 18 and 21;

(c) on the 21st birthday, unless the child is disabled;

(d) upon marriage of the child, unless the staff member provides evidence of main and continuing support.

28. The child allowance paid by UNESCO shall be reduced by the amount of any allowance paid as a social benefit in respect of a dependant child under a national social security scheme (other than a survivorship benefit). Staff members must notify their HR Officer (HRM/SES) of any such amounts received.

Amount of child allowance

29. The rate of regular child allowance is based on the results of the periodic local salary surveys of best prevailing conditions of employment in the duty station country. The rate in respect of an eligible disabled child is twice the regular child allowance payable at the duty station.

For information on the child allowance payable in respect of each dependent child, by duty station, see UN Salaries and Allowances web site, information on the child allowance payable in respect of each dependent child at Headquarters, see HR Appendix 4 F.
If both spouses are staff members

30. If both parents are staff members in the UN common system, only one of the staff members may claim the entitlement for an allowance in respect of any one child.

D. Secondary dependency allowance

Purpose

31. Secondary dependency allowance is payable to contribute to the upkeep of one secondary dependant (parent, brother or sister).

Eligibility

32. A staff member in the GS or NPO categories holding a fixed-term or indeterminate appointment, and who does not receive a spouse allowance, may be eligible for one secondary dependency allowance in respect of his/her father, mother, brother or sister provided that:

(a) such an allowance is payable in the staff member’s duty station;

(b) the staff member provides at least 50% of the total financial resources of the secondary dependant; and

(c) the staff member’s financial support is at least twice the secondary dependency allowance.

Conditions for payment

33. The secondary dependency allowance is based on the local practices of comparator employers established during local salary surveys; and is payable to GS and NPO staff members provided that such an allowance is payable in the staff member’s duty station.

For information on salary scales and allowances of GS and NPO staff by duty station, see UN Salaries and Allowances web site, for information on salary scales and allowances of GS staff at Headquarters, see HR Appendix 4 F.

34. GS staff members at Headquarters who received the secondary dependency allowance prior to 1 January 1990 shall continue to receive this allowance provided the qualifying conditions are fulfilled. The secondary dependency allowance is not payable to any other GS staff members at Headquarters.

35. The secondary dependency allowance may be payable:

(a) in respect of only one secondary dependant if the staff member does not receive a spouse allowance;

(b) in respect of a brother or sister, provided he/she fulfils the same conditions relating to age, school attendance or incapacity established for dependent children; see paragraph 19. In the case of a disabled brother or sister over the age of 18, the requirements of age and full-time school attendance may be waived if he/she is physically or mentally incapacitated for full-time school attendance or gainful employment as certified by Chief Medical Officer: see paragraph 24 above.

For information on the amount of the allowance payable in respect of a secondary dependant, by duty station, see UN Salaries and Allowances web site.

If both spouses are staff members

36. If both spouses are staff members in the UN common system, each may receive an allowance for one secondary dependant, subject to the conditions set out above.
E. Special education grant for disabled children

**Staff Rule 103.12bis**

**Purpose**

37. The special education grant is designed to contribute to the costs related to the education of disabled children.

**Eligibility**

38. Special education grant is payable to locally-recruited GS and NPO staff members holding an indeterminate or fixed-term appointment in respect of a disabled dependent child.

39. For the purposes of this entitlement, a child shall be deemed dependent if the relationship to the staff member is one of those described in paragraphs 19 to 24 above, and for whom the staff member provides the main and continuing support (irrespective of the income of the spouse of the staff member, if employed).

40. Furthermore, for the purposes of this entitlement, a dependent child shall be deemed disabled if he/she is unable, because of physical or mental disability as certified by the UNESCO Chief Medical Officer (CMO), to attend a regular educational institution. As a result, the child needs special teaching or training on a full-time or part-time basis.

41. Special education grant shall also apply to a disabled child who, as certified by CMO, is able to attend a regular institution, but still requires special teaching or training to assist him/her in overcoming their disability. However, where the disabled child is in full-time attendance at a regular institution and no special arrangements are made at that institution for the child, locally recruited staff members shall not be entitled to a regular education grant.

For information on the special education grant for disabled children payable to locally recruited staff, see HR Appendix 4 F.

**Conditions of entitlement**

42. Special education grant is payable in respect of each disabled dependent child from the date on which the special teaching or training is required, normally starting at primary level. However, upon the advice and recommendation of CMO, the special education grant may be authorized for a disabled child who attends an institution at the pre-primary level. For the purposes of this entitlement, education shall be deemed “primary” when the child is five years or older at the beginning of the school year or when the child reaches the age of five within three months of the beginning of the school year.

43. Special education grant shall not normally be paid beyond the end of the school year in which the dependent child reaches the age of 25. In exceptional circumstances and where certified by CMO, the grant may be extended up to the end of the school year in which the child reaches the age of 28.

**Admissible educational expenses**

44. In addition to those expenses admissible under the regular education grant scheme as set out in HR Manual Item 4.5, paragraphs 114 to 116, the following expenses are also admissible under the special education grant:

(a) expenses required to provide an educational programme designed to meet the needs of a disabled child in order that they may attain the highest possible level of functional ability, including:
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(i) charges for teaching or training services;
(ii) other costs or fees directly related to the educational programmes that are not optional or related to extracurricular activities;
(iii) expenses for special equipment for educational purposes, if not covered under health insurance;
(iv) expenses for full board (food and accommodation) in the case of a child attending an institution at the duty station if, as certified by the institution, such boarding is an integral part of the educational programme;

(b) expenses incurred for individual transportation that may be required for a disabled child, up to the cost of twice the normal group transportation arrangements.

For information on admissible expenses under the regular education grant, click here.

Non-admissible educational expenses

45. Expenses defined as non-admissible under the regular education grant scheme (see HR Manual Item 4.5, paragraphs 117 to 118 are also non-admissible under the special education grant scheme.

Conditions and levels of reimbursement of Special Education Grant

46. The maximum amount of expenses admissible and the maximum grant payable in respect of a disabled child and the flat rates for boarding are established by ICSC and approved by the UN General Assembly. These are reviewed every two years and may be increased if the admissible education-related expenses in a location exceed the existing expenses ceiling for that location in more than 5% of claims and the movement of fees in representative secondary schools in that location exceeds 5%.

47. The special education grant entitlements in some countries are established in local currency. In many countries, however, entitlements are calculated on the basis of the official UN exchange rate of the US dollar to the currency in which the expenses were incurred on the date of the payment of the grant.

For information on the amount of the education grant entitlements, in particular the maximum education grants payable, see UN Salaries and Allowances web site.

48. Payment for each disabled child shall be 100% of admissible expenses actually incurred, up to the maximum established for this entitlement.

Financial benefits or similar payments

49. The amount of admissible educational expenses shall be reduced by the amount of benefits or similar payments that may be received for a disabled child’s education and training from other sources. Staff members are required to report such benefits.

Attendance for periods of less than the full scholastic year

50. When the period of school attendance or the staff member’s service covers less than two thirds of the school year, the amount of the special education grant relating to expenses for school attendance shall be prorated based on the actual period of attendance or service in relation to the full school year. The amount of the special education grant relating to the boarding flat rate shall be prorated in the proportion which the period of attendance or service bears to the full school year, even if that period covers two thirds of the school year or more.
51. For the purpose of prorating part months of attendance or service:
   (a) periods of 15 and more days shall be counted as full months;
   (b) periods of less than 15 days shall be counted as half months.

52. The special education grant is not payable in respect of school attendance prior to the staff member’s appointment or following their separation. However, should the staff member die in service during the course of the school year, the special education grant shall be paid for the remainder of that school year.

Special education grant travel

For information on the special education grant travel entitlement, see HR Chapter 6 Leave, HR Item 6.15 Special education grant travel, paragraph 9.

Special education grant advance and claims.

53. Eligible staff members who are required to pay all or part of their child’s full-time admissible attendance expenses at the beginning of a school year may apply for a special education grant advance for the school year, subject to the following conditions:
   (a) Only one advance shall be authorized per school year;
   (b) No further advances for subsequent school years shall be authorized until all previous advances have been settled through a final claim or recovered from the staff member.

54. If the admissible costs on which the advance was based subsequently change, staff members should provide details when they submit their final special education grant claim. Such final claims may be submitted only **once**, either at the end of the school year or within one month of the child ceasing to attend the institution.

55. Final special education grant claims must be submitted promptly on completion of the school year. If a final special education grant claim has not been received within three or four months following the end of the school year (for Headquarters and field office staff respectively), any advance shall be recovered **automatically** from the salary of the staff member.

56. Upon receipt of the final claim, a final settlement shall be paid taking account of the actual admissible expenses incurred during the school year and any advance made. If the amount of the advance is greater than the actual admissible expenses incurred, the difference shall be recovered automatically from the staff member’s salary.

If both spouses are staff members

57. If both spouses are staff members in the UN common system, only the spouse receiving the dependency rate of salary and allowances may claim special education grant in respect of a disabled child.

F. Language allowance

Staff rule 103.15

Purpose

58. UNESCO’s General Conference has six working languages: Arabic, Chinese, English, French, Russian and Spanish. The language allowance recognises a staff member’s proficiency in a working language of the General Conference which is not their principal language.
Eligibility

59. Language allowance is only payable to staff in the General Service category; it is not payable to staff members in the National Professional Officer category or the international Professional and higher categories.

60. To qualify for the language allowance, a GS staff member holding an indeterminate or fixed-term appointment must be proficient in two of the working languages set out in paragraph 58 above and must pass a UNESCO language proficiency test (or, exceptionally, a test organised by a UN agency) in one or both of those languages subject to the conditions set out below.

See also HR Manual Chapter 15 Learning and Development HR Manual Item 15.5.

Conditions for payment

61. GS staff members shall be entitled to a language allowance if they pass the prescribed test in a working language of the General Conference which is not their principal language. For these purposes, the principal language shall be that in which the staff member received primary and secondary education.

62. GS staff members whose principal language is not one of the six working languages of the General Conference shall be entitled to a language allowance if they pass the test in one of the 6 working languages other than the language in which proficiency is required by the terms of their appointment.

63. Staff members in receipt of a language allowance may be required to undergo further tests at intervals of five years or more to demonstrate their continued proficiency in the use of two or more of the working languages.

64. Staff members may qualify for a maximum of two language allowances. To receive the second language allowance, a staff member must be proficient in three of the six working languages, and shall pass the prescribed tests in two of them.

Amount of the language allowance

65. Language allowance is based on local prevailing employment practices and is payable to staff members in the GS category provided that such an allowance is payable in the staff member's duty station.

66. The language allowance is pensionable and is not subject to staff assessment. It is payable in the local currency of the duty station; and shall be taken into account when calculating contributions to the MBF, night differential compensation, overtime and payments and indemnities on separation.

67. The amount of the first language allowance in Headquarters is equal to 5 per cent of the net salary of a staff member at G-5, Step 1, and the second language allowance in Headquarters is equal to half that amount.

68. In field offices, the amount of the language allowance, if payable, is set out in the table of salaries and allowances promulgated by the UN.

69. GS staff in receipt of a special post allowance (SPA) to the NPO or International Professional category shall not be entitled to a language allowance, although the allowance shall be taken into account when calculating the amount of their SPA allowance.
70. Language allowance is taken into account in calculating the following:
   (a) overtime payments;
   (b) special post allowance;
   (c) grade and step on promotion from the General Service to the Professional category.
   (d) pensionable remuneration, contribution to and benefits payable from the UN Pension Fund (e.g., retirement benefit, disability benefit, surviving dependant’s benefit);
   (e) insurance premiums;
   (f) compensation for service-incurred illness, injury or death;
   (g) separation payments (e.g., compensation for accrued annual leave, death benefit, separation indemnity).

For information on applicability and rates of language allowance by duty station, see UN Salaries and Allowances web site, for information on the language allowance amounts payable at Headquarters, see HR Appendix 4 F.

See also HR Manual Chapter 15 Learning and Development, HR Manual Item 15.5.

G. Special allowances for General Service staff recruited on a non-local basis


Eligibility

71. In some exceptional cases, staff members required for periods of one year or longer with certain skills (e.g., linguistic) can be found only outside the area of the duty station. In such cases, it may be necessary to recruit staff from outside the area of the duty station who are nationals of another country. In these situations:
   (a) General Service staff members holding fixed-term or indeterminate contracts who have not been recruited in the country of the duty station and for whom the Organization recognizes a home country other than that of the duty station are exceptionally granted non-local status;
   (b) These staff are eligible for the international benefits and allowances indicated below, provided that they meet the specific requirements applicable to each type of benefit.

Non-resident's allowance

Staff Rule 103.14

72. The non-resident’s allowance is payable to General Service staff members having non-local status who have been, appointed on a fixed-term or indeterminate contract to duty stations that have been designated by ICSC for the purpose of that allowance. The current list is set out below:

Abu Dhabi
Accra
Addis Ababa
Alexandria
Baghdad
Bamako
Beijing
73. The annual rate of the non-resident’s allowance shall be the equivalent in local currency of $3,000 for a staff member who has a dependent spouse or child and $2,400 for a staff member who has no dependants. The allowance is non-pensionable and is not taken into account in determining the step in cases of promotion to a post in the Professional category.

74. The non-resident’s allowance is payable for a period limited to five years from the date of arrival at the duty station. It shall cease to be paid if the duty station is taken off the list in paragraph 72 above or if the staff member is transferred to a duty station not included in that list.

75. The non-resident’s allowance shall cease to be paid to a staff member:

(a) who acquires the nationality of the country of the duty station or whose spouse acquires that nationality;

(b) who marries a national of the country of the duty station or a person whose nationality is not that of the country of the duty station but has resided in that country for 12 months or more immediately prior to the marriage and, if in employment during such time, was entitled to neither foreign service allowance nor repatriation;

(c) who marries a staff member who is entitled to the non-resident’s allowance. In such cases the allowance shall continue to be paid to the staff member holding the higher grade;

(d) who marries a staff member in the Professional category or above.

Transitional provisions for the non-resident’s allowance (Staff Rule103.14bis)

76. Transitional provisions continue to apply to staff members serving at duty stations not included in the ICSC list in paragraph 72 above, but who were in receipt of a non-resident’s allowance on 31 December 1983, subject to the conditions set out in paragraphs 77 to 79 below. These transitional provisions shall cease to apply in the cases covered in paragraph 75 above.

77. The non-resident’s allowance for staff members at Headquarters in receipt prior to 31 December 1983 shall be 700 Euros per year if he/she has a dependent spouse or child and 500 Euros if he/she has no dependants; at duty stations away from Headquarters, the rate shall be fixed in each case by the Director-General. This allowance is considered as pensionable remuneration and is taken into account in determining the step in cases of promotion to a post in the Professional category.
Other benefits

78. General Service staff members who have exceptionally been granted non-local status are also eligible for home leave, family visit, education grant, travel expenses on appointment and separation in respect of themselves and eligible family members, repatriation grant and transportation of personal effects and household goods, under the terms and conditions applicable to internationally-recruited staff. See HR Item 6.13 Home leave; HR Item 6.14 Family visit; HR Item 4.5 Allowances and grants; HR Item 8.4 Transportation of personal effects and household goods; HR Item 10.9, paragraphs 20 to 39 Repatriation grant.

79. In accordance with Staff Rule 103.7(g), the non-local status of General Service staff members shall be reviewed and a decision taken by the Director-General as to their subsequent entitlement when, after appointment, the staff member marries:

(a) a national of the country of the duty station;

(b) a person who is not a national of the country of the duty station but who has resided in that country for 12 months or more immediately prior to the marriage and, if in employment during such time, was entitled to neither foreign service allowance nor repatriation;

(c) a staff member in the Professional category or above; or

(d) a staff member in the General Service category to whom non-local status has been recognized.

H. Danger pay

Definition

80. Danger pay is a non-pensionable allowance payable to staff members who are required to work in duty stations where very dangerous conditions prevail. The Chairman of International Civil Service Commission (ICSC) is responsible for authorizing the application of danger pay to a duty station based on the recommendations from the United Nations Department of Safety and Security (DSS) and WHO.

81. The duty stations where very dangerous conditions prevail comprise the following:

(a) duty stations where UN staff, owing to the very fact of their association with, or employment by, an Organization of the UN common system, are clearly, persistently and directly targeted or where premises are clearly, persistently and directly targeted, thus presenting an imminent and constant threat to staff and activities;

(b) duty stations where UN staff or premises are at high risk of becoming collateral damage in a war or active armed conflict;

(c) non-protected environments where medical staff are specifically at risk to their life when deployed to deal with public health emergencies as declared by WHO.

Duration

82. The application of danger pay is authorized by ICSC for a limited period, normally for periods of three months at a time and is subject to ongoing review in the light of prevailing conditions. The application of danger pay may be lifted upon the decision of the ICSC.

Eligibility

83. Danger Pay is payable to both internationally and locally recruited staff members who are required to work under the conditions set out above.
Conditions for payment

84. For locally recruited staff members, danger pay is payable irrespective of whether the staff concerned are required to report to duty.

85. No deduction in payment is made for any temporary absences from the duty station as long as staff members remain in the qualified locations.

86. Staff members on maternity, paternity, annual or sick leave continue to be eligible for danger pay as long as staff members remain in the qualified locations and for time away from the duty station on official duty travel up to a maximum of seven consecutive calendar days including the weekend and holiday falling during that period. Danger pay is not payable for days spent away from the duty station when on annual leave or any type of special leave.

87. When on mission status in a location where payment of danger pay has been approved, danger pay is payable including the day of arrival in, and the day of departure from, such location.

The list of duty stations where payment of danger pay has been approved, see HR Appendix 4 C.

Amount of the danger pay

88. For locally recruited General Service staff and National Professional officers the amount of danger pay is calculated at the rate of 30% of the net mid-point of the GS salary scale applicable at the duty station in 2012. The net mid-point is calculated by adding the total net annual salary corresponding to the lowest grade and step and the total net annual salary corresponding to the highest grade and step (excluding any long-service steps) of the local GS salary scale, and dividing by 12.

89. The amount of danger pay is delinked from the applicable General Service salary scales, as from 1 January 2013 and will no longer automatically increase in line with changes in the local salary scale. The amount of danger pay in qualifying duty stations will be reviewed periodically by ICSC.

Modalities of payment

90. The danger pay allowance is paid on a monthly basis, normally in local currency (except for staff members on travel status to designated locations outside the country of their duty station, who shall receive the allowance in US dollars).

91. If the staff member is required to spend every day of a calendar month in the designated duty station, he/she is paid the monthly rate irrespective of the number of days in the month.

92. For periods of less than one month in a designated duty station, the amount of danger pay is prorated on the basis of 365 days, i.e. the daily rate is calculated by dividing the annual amount by 365 days and multiplying by the number of days spent in the duty station. Danger pay is payable for a minimum period of one day. It is not pro-rated on a part-day basis.

I. Overtime compensatory pay and time off

Purpose and eligibility

93. Compensatory time and overtime pay compensates GS staff members required to work beyond the working week or during any official UNESCO holidays, as authorized in advance by their supervisor/manager.

94. GS staff members in receipt of a special post allowance at the International Professional or NPO level shall not be entitled to compensatory pay for overtime. They may, however, be granted compensatory time off under the same conditions applicable to Professional staff.
Defining hours to be considered as overtime

95. A normal working week consists of five working days during seven consecutive calendar days. A working day consists of the working hours in effect on any day of the working week plus the time normally taken for lunch.

96. Overtime shall be deemed to be any time worked in excess of the working week, or any time worked on official holidays, provided that the work is authorized before it is undertaken, as set out in HR Procedure 4.39.

97. At Headquarters, the working week is 37.5 hours, except during the sessions of the General Conference and Executive Board. Staff members at Headquarters shall normally work:

(a) from 9:00 a.m. to 5:30 p.m. with one hour for lunch; or
(b) from 9:00 a.m. to 6:00 p.m. with one and a half hour for lunch; or
(c) from 9:30 a.m. to 6:00 p.m. with one hour for lunch; or
(d) from 9:30 a.m. to 6:30 p.m. with one and a half hour for lunch
(e) from Monday to Friday inclusive, unless otherwise instructed by the Director-General or their supervisor.

98. Only in exceptional circumstances shall staff members at Headquarters be required to work overtime on Sundays.

99. In other duty stations, the length of the working week follows local UN practice.

100. When a staff member is required to work in excess of the working week, i.e. on the sixth or seventh day of the week, during official holidays or hours in excess of the working day, all hours worked on such days shall be treated as overtime.

101. However, when staff members are required to work on the sixth or seventh day of the week or on an official holiday, as decided by the Director-General (e.g. during sessions of the Executive Board or General Conference), that day shall be treated as a normal working day, and another working day shall be observed as holiday in lieu thereof. In such cases, overtime may only be payable for the time worked in excess of a normal working day.

102. Time spent travelling to and from the place of work shall not be counted as part of overtime work, nor time spent travelling to and from a mission area.

103. Compensatory time off shall not be granted for occasional overtime work and for duty travel on week-ends or week-end work during duty travel.

Specific arrangements during sessions of the General Conference and the Executive Board

104. During sessions of the General Conference and the Executive Board, the working week shall be established by the Director-General and announced by means of an Administrative Circular or an official announcement.

Specific arrangements for staff working on shift or roster system

105. Work performed outside regular working hours due to the adoption of a shift or roster system shall not be considered as overtime except when the total time worked exceeds the normal working day or the normal working week.
Specific arrangements during Ramadan

106. During the period of Ramadan, managers/supervisors are encouraged to consider favourably requests from staff members who are fasting and wish to adopt a flexible working schedule, provided that the regular working hours are respected.

Overtime arrangements

107. Supervisors are expected to arrange the work of their units so that overtime is an exceptional occurrence.

108. Staff members are expected to make themselves available for work beyond normal working hours when circumstances so require. They shall be advised as far as possible in advance that they will be required to work overtime.

109. In the interest of health and safety of staff and the efficiency of service, overtime work shall be kept to a minimum. Supervisors shall not require any individual staff member to work more than 40 hours of overtime per calendar month.

Conditions for overtime compensation

110. GS staff members shall only be compensated for overtime worked provided that authorization was granted in advance.

111. Any overtime worked by GS staff shall normally be compensated as compensatory time off at the rate of 1.5 times the period of time worked, to be taken before the end of the third calendar month following the month in which the overtime was worked. Compensatory time off shall be calculated to the nearest half hour; and any overtime worked on any day of less than half an hour shall be disregarded.

112. GS staff members may only be granted compensatory pay if, due to the exigencies of service, they cannot be granted compensatory time off, and subject to certification by the AO of the availability of funds.

Calculation of compensatory pay

113. Compensatory pay for GS staff members shall be calculated at the rate of 1.5 times the hourly pay rate, where the pay rate is defined as annual net salary after deduction of staff assessment. In Headquarters, the hourly pay rate is defined as 1/1950 of pay; in field offices, the hourly pay rate shall be established by the Director-General based on the normal working week in the duty station.

114. Part-time staff members required to work in excess of their contracted part-time working hours shall be remunerated at 1.5 rate only if they work in excess of the normal working week of 37.5 hours. Hours worked below that amount should be paid at normal rate.

115. Compensatory pay is payable in the currency of the duty station.

J. Night differential

Staff Rule 103.6

For information on the night differential allowance payable to locally recruited staff members, see HR Manual Item 4.5, paragraphs 215 to 218.
K. Rest and recuperation (R&R) allowance

The Rest and Recuperation allowance is normally only payable to International Professional staff members. It is, however, payable to locally recruited staff members serving away from their normal duty station on mission status. For further information on when the R&R allowance is payable to locally recruited staff members, see HR Manual Chapter 6 Leave, HR Manual Item 6.9.

L. Special post allowance (SPA)

Staff Rule 103.17

For information on the special post allowance payable to locally recruited staff members, see HR Manual Item 4.5, paragraphs 219 to 234.

M. SPA payable during sessions of the General Conference and Executive Board

For information on the special post allowance payable to locally recruited staff members during sessions of the General Conference and Executive Board, see HR Manual Item 4.5, paragraphs 235 to 238.

Procedures

1. HR Procedure 4.33 - Spouse allowance
2. HR Procedure 4.34 - Child allowance
3. HR Procedure 4.35 - Secondary dependency allowance
4. HR Procedure 4.36 - Special education grant advance and claim
5. HR Procedure 4.37 - Language allowance
6. HR Procedure 4.38 - Danger Pay
7. HR Procedure 4.39 - Overtime

Staff Regulations

1. Staff Regulation 1.2

Staff Rules

1. Staff Rule 100.2 - Definitions
2. Staff Rule 101.3 - Hours of work
3. Staff Rule 103.5 - Overtime
4. Staff Rule 103.7 - Eligibility for allowances
5. Staff Rule 103.9 - Definition of dependants
6. Staff Rule 103.11 - Mobility and hardship - Subsistence allowance
7. Staff Rule 103.12 - Education grant
8. Staff Rule 103.12bis - Special education grant for disabled children
9. Staff Rule 103.13 - Family allowances
10. Staff Rule 103.14 - Non-resident’s allowance
11. Staff Rule 103.14bis - Non-resident’s allowance - Transitional provisions
12. Staff Rule 103.15 - Language allowance
13. Staff Rule 103.24 - Recovery of payments made in error
14. Staff Rule 104.2 - Limitations on employment

Forms

1. Form HR 8-1 - Request for Statutory Travel
2. Form HR 8-2 - Travel Declaration
3. Form HR 4-5 - Education Grant
4. Form HR 4-15 - Overtime Record
Links
1. TULIP
2. ICSC salary scales for staff in the General service and related categories by duty station

Appendices
1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
2. Appendix 4 F - Salary scales and allowances for staff in General Service category
3. Appendix 7 A - Rules of the UNESCO Medical Benefits Fund
Spouse allowance

How to request?

a) Upon initial appointment, staff members shall be required to provide personal data on their spouse by completing the Civil Status Form. At the start of each calendar year, they shall submit to their HR Officer (HRM/SES) required documentary evidence of their spouse’s gross occupational earnings during the previous calendar year in order that their eligibility for spouse allowance may be established.

b) Further, pursuant to Staff Rule 103.7 (c), staff members are required to notify their HR Officer (HRM/SES), promptly and in writing (no specific form needed), of any subsequent changes in their personal situation that may affect their eligibility for a spouse allowance, including official documentary evidence to substantiate the change. Prompt reporting of a change will help to ensure that staff members receive the appropriate entitlement on time and avoid the recovery of possible overpayment.

Changes that may affect the eligibility for payment of a spouse allowance include:

i) marital status (e.g. marriage, divorce, legal separation, death of spouse);

ii) employment status (e.g. spouse employment, spouse’s occupational earnings).

Documentary evidence required

c) Staff members are required to submit to their HR Officer (HRM/SES) original or certified copies of documentation needed. Copies may be certified for conformity with the original by the AO for staff members in field offices and by HRM/SES for staff at Headquarters. If the originals are not in French or English, official certified translations must be submitted. All documents shall be kept in the staff member’s personal file.

For information on the documentary evidence required, please see Table 4-8 below.

Who approves?

d) The entitlement to the spouse allowance is determined by the HR Officer (HRM/SES) on the basis of the information and documentation submitted by the staff member.

How are staff informed?

e) Upon authorization, discontinuation or change in the conditions regarding the payment of the spouse allowance, staff members shall receive a copy of Notification of Personnel Action.

f) Towards the end of each month, staff members shall receive a pay slip issued by Payroll detailing their salary and any allowances paid.

If staff members believe that there is any inaccuracy in the payment of their spouse allowance, they must promptly notify their HR Officer (HRM/SES).
## Table 4-8 Documentation required for request for payment of spouse allowance

<table>
<thead>
<tr>
<th>Spouse who is not gainfully employed</th>
<th>Required documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Spouse</strong></td>
<td>• marriage certificate;</td>
</tr>
<tr>
<td></td>
<td>• declaration by the staff member that his/her spouse is not gainfully employed</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Spouse who is gainfully employed</th>
<th>Required documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Spouse</strong></td>
<td>• marriage certificate;</td>
</tr>
<tr>
<td></td>
<td>• certification from spouse’s employer or pay slips for calendar year or month of December clearly stating dates of employment and the gross annual occupational earnings; or</td>
</tr>
<tr>
<td></td>
<td>• tax return form for the financial or calendar year.</td>
</tr>
</tbody>
</table>

### For self-employed spouses:

- annual tax notification, if applicable; or
- annual income tax return and evidence of annual contributions to a pension fund, medical insurance etc, or a certified annual balance sheet.

### Legally separated spouse

In addition to the above requirements:

- a certificate of legal separation;
- evidence of main and continuing financial support, for example, bank statements, bank transfers or money orders, duly dated and stamped indicating the payments made to the spouse.
Child allowance

How to request?

a) Upon initial appointment, staff members shall provide personal data on children who may be eligible for the child allowance on the Civil Status form. This form should be submitted to the HR Officer (HRM/SES) together with the supporting documentation required.

b) Staff members who wish to claim child allowance in respect of a disabled child must submit to CMO directly a medical report from a qualified physician attesting to the child’s disability. CMO shall inform the staff member of his/her decision, with a copy to the HR Officer (HRM/SES) for action, as appropriate.

c) Pursuant to Staff Rule 103.7 (c), staff members must notify their HR Officer (HRM/SES), promptly and in writing (no specific form required), of subsequent changes in their personal situation that may affect their eligibility for the allowance, including official documentary evidence to substantiate the change. Prompt reporting of changes will help to ensure that staff members receive all appropriate entitlements on time and avoid the recovery of possible overpayments.

d) Changes that may affect the eligibility for payment of a child allowance include:
   
   i) family composition (e.g. birth, adoption or death of the child, recognition of stepchild, divorce, death of spouse);
   
   ii) status of dependant (e.g. children between the ages of 18 and 21 who cease full-time school attendance, marriage of a dependent child);
   
   iii) the amount of any allowance paid for the child under national social legislation, other than a survivorship benefit.

Documentary evidence required

e) Staff members are required to submit to HRM/SES originals or certified copies of the documentation required. Copies may be certified for conformity with the original by the AO for staff in field offices and by HRM/SES for staff at Headquarters. If originals are not in French or English, certified (official) translations must be submitted. All documents shall be kept in the staff member’s individual file.

For information on the documentary evidence required, please see Table 4-9 below.

Who approves?

f) Eligibility for child allowance is determined by the HR Officer (HRM/SES) on the basis of the information and documentation submitted by the staff member.

g) For child allowance in respect of a disabled child, the HR Officer (HRM/SES) determines eligibility based on the recommendation of the CMO.

How are staff informed?

h) Upon authorization, discontinuation or change in the conditions regarding the payment of child allowance, staff members shall receive a copy of Notification of Personnel Action.
i) Towards the end of each month, staff members shall receive a pay slip issued by BFM/Payroll detailing their salary and allowances, including any child allowance(s) paid.

j) If staff members believe that there is any inaccuracy in the payment of child allowance, they must promptly notify their HR Officer (HRM/SES).

**Table 4-9 Documentation required for request for payment of child allowance**

<table>
<thead>
<tr>
<th>Dependant</th>
<th>Required documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child</td>
<td>• birth certificate;</td>
</tr>
<tr>
<td></td>
<td>• written confirmation that staff member provides the main and continuing support for the child although documentary evidence will be required if the child is married or does not live with the staff member. Documentary evidence includes: bank statements or transfers or money orders, duly dated and stamped, showing payments made to the dependent child, his/her legal guardian or the staff member's spouse, as appropriate</td>
</tr>
<tr>
<td>Child 18 to 21 years of age</td>
<td>• birth certificate;</td>
</tr>
<tr>
<td></td>
<td>• certificate of full-time attendance at an educational institution</td>
</tr>
<tr>
<td>Child of divorced parents</td>
<td>• birth certificate;</td>
</tr>
<tr>
<td></td>
<td>• divorce decree;</td>
</tr>
<tr>
<td></td>
<td>• court judgement on legal custody of child, showing the amount of financial support to be paid by the staff member.</td>
</tr>
<tr>
<td>Adopted child</td>
<td>• birth certificate;</td>
</tr>
<tr>
<td></td>
<td>• court decision, order or certification stating that the petition of adoption has been granted. The document should be signed by a judge with the appropriate court seal affixed.</td>
</tr>
</tbody>
</table>
Secondary dependency allowance

How to request?

a) Upon initial appointment, staff members shall provide data on any secondary dependants who may be eligible for a secondary dependency allowance using the Civil Status Form. This form should be submitted to the HR Officer (HRM/SES) together with the supporting documentation required.

b) Pursuant to Staff Rule 103.7 (c), staff members are required to notify their HR Officer (HRM/SES), promptly and in writing (no specific form required), of subsequent change in their personal circumstances that may affect their eligibility for the secondary dependency allowance, including official documentary evidence to substantiate the change. Prompt reporting of such changes will help to ensure that staff members receive all appropriate entitlements on time and avoid the recovery of possible overpayments.

c) Changes that may affect the payment of secondary dependency allowance may include:
   i) status of secondary dependant (e.g. brother/sister aged 18 to 21 years ceases full-time school attendance, marriage of secondary dependant brother/sister, death of secondary dependant);
   ii) change in financial situation of a secondary dependant (change of employment status, change in occupational earnings);
   iii) staff member claims the spouse allowance.

Documentary evidence required

e) Staff members are required to submit to their HR Officer (HRM/SES) original or certified copies of the required documentation. Copies may be certified for conformity with the original by the AO for staff in field offices and by HRM/SES for staff at Headquarters. If originals are not in French or English, certified (official) translations must be submitted. All documents shall be kept in the staff member’s individual file.

For information on the documentary evidence required, please see Table 4-10 below.

Who approves?

f) Eligibility for a secondary dependency allowance is determined by HRM/SES on the basis of the information and documentation submitted by the staff member.

How are staff informed?

g) Upon authorization, discontinuation or change in the conditions regarding the payment of secondary dependency allowance, staff members shall receive a copy of Notification of Personnel Action.

h) Towards the end of each month, staff members receive a pay slip issued by BFM/Payroll detailing their salary and allowances, including any secondary dependency allowance paid.

i) Should staff members believe that there is any inaccuracy in the payment of a secondary dependency allowance, they must promptly notify their HR Officer (HRM/SES).
Table 4-10 Documentation required for request for payment of Secondary dependency allowance

<table>
<thead>
<tr>
<th>Dependant</th>
<th>Required documentation</th>
</tr>
</thead>
</table>
| Secondary dependant (parent, brother or sister of staff member) | • birth certificate, passport or valid identification card;  
  • evidence of residence;  
  • documentary evidence of secondary dependant’s financial means (eg statement of annual total occupational earnings or annual pension) or, if not applicable, certification by official authorities that secondary dependant is not subject to income tax or has no financial means;  
  • documentary evidence that staff member contributes at least half of the secondary dependant’s financial resources, which must be at least twice the amount of the secondary dependency allowance.  
  • documents acceptable as evidence of financial support include bank statements, bank transfers or money orders, dated and stamped, and showing the payments made by the staff member to the secondary dependant. |
| Secondary dependant brother or sister of the staff member aged 18 to 21 | In addition to the documentation above, a certificate of full-time school attendance.                                                                 |
| Disabled secondary dependant brother or sister over age 18          | In addition to the documentation above (except certificate of full-time school attendance), a medical report on brother/sister’s condition (to be submitted directly to CMO). |
**Special education grant advance and claim**

**When to submit?**

a) Staff members entitled to special education grant and who are required to pay all or part of their full time attendance fees at the beginning of the school year may request an **advance** against their entitlement up to three months prior and up to three months following the beginning of the school year, or upon appointment, whichever is earlier.

b) Staff members must submit their **claim** for final settlement promptly on completion of the school year or within one month of the child ceasing to attend the institution. Automatic recovery shall be made from the salary of staff members who received an advance and fail to submit their claim within three months of the end of the school year for Headquarters staff members and within four months for Field Office staff.

**How to submit?**

c) Staff members wishing to claim the special education grant in respect of a disabled child must obtain the prior authorization of the CMO. To this end, they should submit directly to CMO a medical report from a qualified physician attesting to the child’s disability.

d) For an advance or a claim for final settlement, staff members should complete and sign the Education Grant Form (Form HR 4-5) in respect of each eligible child and submit it to their HR Officer (HRM/SES), together with the supporting documentation required.

e) Staff members are responsible for the accuracy of the information submitted. Incorrect, false or withheld information may not only result in the rejection of a claim, but may also result in disciplinary measures as provided for in Chapter X of the Staff Regulations and Staff Rules.

**Documentary evidence required**

f) To support a special education grant advance, staff members shall submit a pro forma invoice or receipted bills issued by the educational institution setting out the estimated amounts for the school year, the dates for payment and the currency of payment.

g) To support a claim for final settlement, staff members shall submit certificates, receipted bills and other supporting documentation as specified in Table 4-11 below. Such documentation must be submitted in original form.

h) Staff members must notify their HR Officer (HRM/SES), with appropriate documentation, of any scholarship, bursary or similar grant received during the school year in respect of their child’s education from sources other than UNESCO, indicating the amount and the currency of such assistance. Payments and assistance that may be obtained from state and local governments or from the UN contributory medical insurance plans shall be included.

i) Staff members are required to keep copies of their request and supporting documentation for four years as the Organization may need to request this for audit purposes.

**Who approves?**

j) CMO shall make a decision concerning a child’s disability based on the medical evidence submitted, and notifies the staff member and HR Officer (HRM/SES).
k) The HR Officer (HRM/SES) establishes the entitlement to special education grant based on CMO’s decision and the supporting documentation submitted by the staff member, and submits the instruction for payment to Payroll as appropriate.

How are staff informed?

l) When processed, the special education grant shall be included in the pay-slip of staff members issued by Payroll.

m) Should staff members believe that there is any inaccuracy in the reimbursement of their special education grant, they must promptly notify their HR Officer (HRM/SES).

Table 4-11 Documentation required for special education grant claims

<table>
<thead>
<tr>
<th>Child disability</th>
<th>Required documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• birth certificate;</td>
</tr>
<tr>
<td></td>
<td>• comprehensive medical report from a qualified physician attesting to the child’s disability (to be submitted directly to UNESCO’s CMO)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category of expenses</th>
<th>Full time school attendance</th>
<th>Required documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>• documentation stamped by school certifying full time attendance, and showing the dates on which the scholastic year started and ended, cost of education, the amounts paid by the staff member and the currency of payment.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• categories of expenses and the amount must be detailed and separately identified in the documentation (e.g. charges for enrolment/registration, midday school meals, group transportation organized or provided by the school, examinations, delivery of diplomas, boarding)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prescribed textbooks</th>
<th>receipted bills and list of textbooks prescribed by the school</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Education software packages (except hardware, operating or office software)</th>
<th>receipted bills and certification by school that their use is compulsory for school education</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Capital levy</th>
<th>certification that it is not reimbursable</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Summer courses</th>
<th>certification by school that attendance is prerequisite for further regular school year attendance or towards obtaining a diploma; detailed invoice (tuition fees only are reimbursable, no boarding, transportation or other fees are admissible)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Correspondence courses</th>
<th>where applicable, certification by school that they are not included in the school curriculum but are required for child’s subsequent education</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Interim courses (if to be considered secondary studies)</th>
<th>attestation by either the school where child completed secondary studies or university that requires the interim course to certify that such interim courses are an entry requirement.</th>
</tr>
</thead>
</table>

<p>| Special teaching services and equipment | certification by the school that these are part of the regular education programme and are designed to meet the needs of the disabled child to |</p>
<table>
<thead>
<tr>
<th>Costs or Fees</th>
<th>Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other costs or fees not covered under regular education grant</td>
<td>attain the highest possible level of functional ability</td>
</tr>
<tr>
<td>Individual transportation</td>
<td>certification by school that these are directly related to the educational programme and are compulsory</td>
</tr>
<tr>
<td></td>
<td>certification from school that it is required</td>
</tr>
</tbody>
</table>
Language allowance

a) HRM/TCD issues an annual Administrative Circular informing GS staff members of the procedures to follow and the deadlines for registering for a language proficiency test to be held that year.

b) For the latest Administrative Circular on upcoming language tests, see UNESCO Intranet (Administrative Circulars).

c) Staff members wishing to enrol for a test should complete the application form attached to the Administrative Circular. A separate application form is required for each language. Completed forms should be sent to HRM/TCD via the AO (at Headquarters) or via the HFO or AO (in field offices), together with a covering memo.

d) HRM/TCD organizes the written and oral tests according to the schedule and venue set out in the Administrative Circular.

e) HRM/TCD informs the staff members of the results. Successful candidates shall receive a language proficiency certificate. HRM/TCD notifies HRM/SES of the staff members who have successfully passed the language proficiency test.

f) The HR Officer (HRM/SES) authorizes the entitlement to language allowance. Successful candidates normally receive their first language allowance payment from 1 July each year.

g) Upon authorization or a change of the conditions of language allowance, staff members shall receive a copy of Notification of Personnel Action issued by HRM/SES.

h) If staff members believe that there is an inaccuracy in the payment of language allowance, they must promptly notify their HR Officer (HRM/SES).
Hazard pay and extended hazard pay

a) The updated list of duty stations qualifying for hazard pay and extended hazard pay is published on the HRM Intranet site and is circulated by HRM to Heads of Field Offices and AOs in the field offices concerned. Payment of hazard pay to individual staff members is authorized by the HFO and processed and paid locally by the AO.

b) In order to calculate the amount payable, the number of days in each month for which hazard pay is payable shall be established by the AO of the field office concerned in consultation with the staff member. For those locations qualifying for extended hazard pay, the AO needs to keep a record of those staff who spend more than seven consecutive days away from the hazardous location.

c) Staff members on mission travel to a hazardous location shall submit their request for hazard pay as part of their travel claim.
Overtime

When and how is overtime authorized?

a) Overtime shall be authorized before it is undertaken by the staff member’s supervisor or manager at the Professional level. Such authorization shall be granted only where compensatory time off can be granted before the end of the third calendar month following the month in which the overtime is worked or, if the exigencies of the service preclude the granting of such time off, provided that sufficient funds are available for the payment of overtime. The authorization for overtime work shall be subject to certification by the AO of the Sector/Bureau/Office concerned of the availability of funds for compensatory pay, where applicable.

b) Where the exigencies of service require a staff member to work more than the maximum limit of 40 hours of overtime in any one month, a written request shall be submitted by the Chief of Section to Deputy DIR/HRM for approval. Such request is subject to certification by the AO of the Sector/Bureau/Office concerned of the availability of funds for compensatory pay.

c) Supervisors or managers at the Professional level shall validate an overtime record for each calendar month in which a GS staff member is required to work overtime. For staff members assigned to work in another unit, the supervisor of the releasing unit shall be responsible for validating the overtime record, the AO of the releasing unit should be informed and the AO of the receiving unit is responsible for approving the request after undertaking necessary verifications. The amount of overtime worked on each day shall be recorded, for periods of half an hour or more. At the end of the calendar month, the overall amount of overtime work recorded for that month should be aggregated and rounded to the nearest half hour.

d) Supervisors/managers are responsible for ensuring that accurate records are maintained.

When and how is compensatory time off authorized?

e) Staff members wishing to take compensatory time off shall submit their request for compensatory time off in the on-line workflow and in TULIP. The request is automatically routed to their immediate supervisor for approval.

When and how is compensatory pay authorized?

f) If, due to exigencies of service, GS staff members cannot be granted compensatory time off, they may be granted compensatory pay subject to certification by the AO of the availability of funds. Compensatory pay may be authorized at the end of the month in which the overtime work was performed.
HR Item 4.11. Other issues related to salaries and allowances

A. Salary advance

Staff Rule 103.22

Purpose

1. Salary advances may be granted to locally recruited staff members to cover serious personal financial difficulties.

Eligibility

2. Locally recruited GS and NPO staff members may be eligible for a salary advance subject to the conditions below.

3. A salary advance granted to staff members is not an automatic right. Requests shall be examined on a case-by-case basis and authorized by the HR Officer (HRM/SES), subject to the conditions set out below.

Types of salary advance and conditions for payment and recovery

4. The types of salary advance, the conditions for payment and recovery are as follows:

(a) Advance as a result of non-receipt of regular salary

Newly recruited staff members, those returning from special leave without pay, or those on an inter-organization exchange shall receive a salary advance against their regular pay until they are entered into the payroll system.

(b) Advance for personal financial difficulty

Staff members may be granted a salary advance, on a case-by-case basis, to meet unforeseen or unplanned exceptional situations (such as natural disasters; or serious illness, accident or death of parents, children or spouse) which create personal financial difficulties. Advances to meet emergency medical expenses will only be considered if the expenses are not reimbursable by the Medical Benefits Fund.

5. Requests for an advance shall be examined in the light of advances previously granted to the applicant, the extent of his/her indebtedness to the Organization and any other relevant factors. Such advances shall not exceed two months’ pay and shall be recovered over a maximum period of twelve months, or the duration of the staff member’s appointment, whichever is the shorter.

6. For the purposes of determining the amount of a salary advance, pay shall mean annual salary plus, where entitlement exists, non-resident’s allowance, language allowance and special post allowance.
7. If a staff member leaves the Organization before a salary advance granted to him/her has been fully recovered, the total outstanding amount shall be deducted from the payments due to him/her upon separation.

Currency of payment and recovery

8. Salary advances shall be expressed in the same currency as the regular salary. If conversion from one currency into another is needed for payment or recovery of an advance, the conversion shall be made at the official rate of exchange adopted by the Organization and in force on the date(s) of payment or recovery, respectively.

B. Within-grade Salary Increments

Staff Rule 103.4

For information on the following see HR Manual Item 4.6:

- purpose of within-grade salary increments;
- eligibility;
- determining the step-in-grade upon initial appointment and upon reinstatement;
- determining the date of the first and subsequent increments following the initial appointment;
- determining the step-in-grade upon promotion and the date of the first increment thereafter;
- determining the increment and due dates when in receipt of a special post allowance (SPA);
- determining the step-in-grade upon transfer to a post of lower grade;
- periods of special leave with partial pay or without pay;
- withholding and deferment of increments

Qualifying period of service between increments

9. Increments are usually awarded every twelve months to GS and NPO category staff members up to the maximum regular step for each grade, as reflected in their respective salary scales. However, the salary scales in some duty stations include long-service (longevity) steps beyond the maximum regular step.

For information on salary scales and qualifying criteria for the award of long-service steps by duty station, see UN Salaries and Allowances web site.

C. Designation of Beneficiaries for Salaries and Allowances

For information on designation of beneficiaries for salaries and allowances, see HR Manual Item 4.6, paragraphs 46 to 54.

D. Retroactivity of Claims

For information on retroactive payment of allowances, see HR Manual Item 4.6, paragraphs 55 to 56.

E. Recovery of Overpayments

For information on recovery of overpayments, see HR Manual Item 4.6, paragraphs 57 to 65.
Procedures
1. HR Procedure 4.40 - Salary advance

Staff Rules
1. Staff Rule 100.2 - Definitions
2. Staff Rule 103.22 - Salary advance

Appendices
1. Appendix 4 F - Salary scales and allowances for staff in General Service category
Salary advance

Headquarters

How to request?

a) Staff members may apply for a salary advance by submitting a written request to their HR Officer in HRM/SES (no specific form required) setting out the purpose for which the advance is required and the amount, currency and the modalities of payment and recovery proposed.

b) Staff members are responsible for the accuracy of the information submitted. Incorrect, untrue or withheld information may not only result in the rejection of a request, but may also result in disciplinary measures as provided for in Chapter X of the Staff Regulations and Rules.

Documentary evidence required

c) Information on the documentary evidence to be submitted to the HR Officer (HRM/SES), please see Table 4-12 below.

Who approves?

d) HR Officer (HRM/SES) examines requests on a case-by-case basis. If the advance is authorized, the HR Officer submits instruction for payment (Salary Advance Form AM 3-9), including the recovery schedule, to Payroll for action.

How are staff informed?

e) If the request for salary advance is authorized, staff members shall receive a copy of the Salary Advance Form AM 3-9.

Duty stations away from Headquarters

How to request?

f) Staff members may apply for a salary advance by submitting a written request to the Head of Field Office (HFO) setting out the purpose for which the advance is required and the amount, currency and the modalities of payment and recovery proposed.

g) Staff members are responsible for the accuracy of the information submitted. Incorrect, untrue or withheld information may not only result in the rejection of a request, but may also result in disciplinary measures as provided for in Chapter X of the Staff Regulations and Rules.

Documentary evidence required

h) For information on the documentary evidence to be submitted to the HFO, please see Table 4-12 below.

Who approves?

The HFO examines requests on a case-by-case basis. If the advance is authorized, he/she submits instruction for payment to the appropriate unit within the Field Office concerned.
### Table 4-12 Required supporting documentation for salary advance

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency medical expenses</td>
<td>Pro-forma invoice issued by medical institution and confirmation of non-coverage by MBF</td>
</tr>
<tr>
<td>Other unforeseen and exceptional situations</td>
<td>Documents certifying the unforeseen emergency or exceptional situation creating the personal financial difficulty</td>
</tr>
</tbody>
</table>
Chapter 5. Recruitment, promotion, transfer, geographical and inter-agency mobility

5.1. Purpose and scope
5.2. Recruitment: Introduction
5.3. Recruitment for International Professional posts and above
5.4. Recruitment of Young Professionals
5.5. Recruitment of National Professional Officers (NPO)
5.6. Recruitment for General Service posts at Headquarters
5.7. Recruitment for General Service posts in the Field
5.8. Promotion
5.9. Transfer
5.10. Geographical mobility
5.11. Inter-agency mobility
5.12. Provisions specific for Category I Institutes and Centres

HR Item 5.1. Purpose and scope

1. This Chapter sets forth the provisions governing the recruitment of staff members for posts in the International Professional and higher categories, National Professional category, General Service category, as well as the recruitment of Young Professionals.

2. This Chapter also contains provisions governing transfer and promotion of staff members and geographical mobility of internationally-recruited staff in the Professional and higher categories.

3. Unless otherwise indicated, the provisions of this Chapter cover the recruitment against posts established for one year or more funded by the Regular Budget and Extra-budgetary funds. Provisions specific to the posts in Category I Institutes are covered in HR Manual Item 5.12.

4. The recruitment of individuals holding Project Appointments (PA), temporary appointments (including free-lance interpreters and translators), service contracts (SC), short-term contracts (STC) and individual consultant contracts is subject to separate provisions set out in HR Manual Chapter 13 Contractual Arrangements. Loans and secondments are governed by HR Manual Item 19.3.

See HR Item 16.12 for information on selection and recruitment procedures for staff with disabilities.
HR Item 5.2. Recruitment: Introduction

A. Definitions

1. For the purposes of this Chapter, recruitment is the process of seeking, attracting, selecting and appointing candidates to vacant posts in the Organization in accordance with the Staff Regulations and Rules.

2. For the purposes of this Chapter, appointment is the act by which a person enters into an employment contract with the Organization, according to the Staff Regulations and Rules.

3. For the purpose of this Chapter, equal competence is defined on the basis of the essential requirements listed in the vacancy notice (i.e. academic degree(s), length and relevance of professional experience in relation to the functions of the post, technical and language skills).

B. General principles

4. The Director-General shall appoint the staff of the Secretariat in accordance with Staff Regulations to be approved by the General Conference. Subject to the paramount consideration of securing the highest standards of integrity, efficiency and technical competence, appointment to the staff shall be on as wide a geographic basis as possible (UNESCO Constitution, Article VI. 4).

5. In appointing staff members, the Director-General shall, except in the case of appointments resulting from post reclassifications, use a competitive process in order to secure the highest standards of efficiency, competence and integrity (Staff Regulation 4.2). Selection of staff members shall be made without distinction as to race, sex or religion. (Staff Regulation 4.3).

6. Recruitment and appointments shall be made on a competitive basis following the advertisement of the vacant posts for a minimum of one month (Staff Regulation 4.4).

7. Subject to the provisions of Staff Regulations 4.2, 4.3 and 4.3.1 and without prejudice to the recruitment, at all levels, of fresh talent, staff members (and former staff members with at least one year’s service, separated during the previous two years owing to the abolition of posts) shall be given priority of consideration for vacant posts, on the basis of equal competence. (Staff Regulation 4.4).

8. Next priority, with regard to advertised posts, shall be given, subject to reciprocity, to applicants already in the service of the United Nations and other Specialized Agencies, on the basis of equal competence (Staff Regulation 4.4).
Geographical representation

9. UNESCO has a formal geographical distribution mechanism whereby quotas are attributed to Member States. All posts established for one year or more in the International Professional and higher categories financed from the regular budget are considered geographical posts, with the exception of language posts. Posts of Category I Institutes are not considered geographical posts. UNESCO’s geographical quota system is described in HR Appendix 5 A (Methodology for calculation of the geographical quotas).

10. In considering candidates other than staff members on geographical posts, for posts in the International Professional and higher categories, account should be taken of the need to improve geographical representation of the staff and to give due consideration (subject to paragraph 3 above), to candidates from non and under-represented countries.

Gender balance

11. Without prejudice to the overriding considerations set forth in Staff Regulation 4.2, and without detriment to the principle of geographical distribution within the staff, due consideration shall be paid to gender balance at all levels of the Organization. To achieve UNESCO’s objective of gender parity at all levels, every effort shall be made to ensure that suitable qualified women/men are recruited in those categories where parity has not been achieved.

C. Limitations on recruitment/appointment

Age limit

12. The minimum age for an initial appointment is 18 years.

13. Candidates aged beyond 60 shall not normally be offered an initial appointment. Any exception to this age limit requires the approval of the Director-General.

14. For Senior Management posts (D-2 and above), the Director-General may approve the hiring of candidates up to 63 years old.

Family relationships

15. Except when another person equally well qualified cannot be recruited, an appointment shall not be granted to a candidate who is the father, mother, son, daughter, brother or sister of a staff member in UNESCO. Such a candidate, if appointed, shall not be assigned to service in the same Sector, Bureau, Division or Field Office as the person related to him/her (Staff Rule 104.2 (a) (ii)).

16. The spouse of a staff member may be appointed provided that he/she is fully qualified for the post for which he or she is being considered and that the spouse is not given any preference by virtue of the relationship to the staff member (Staff Rule 104.2 (a) bis). The spouse of a staff member, if appointed, shall not, however, be assigned in the same Sector or Bureau as the person related to him/her (Staff Rule 104.2 (a) ter (i)). The clearance from DIR/HRM shall be obtained in the case of assignment to the same Field Office.

17. A staff member who bears to another staff member a relationship listed in paragraphs 15 and 16 above shall not be assigned to serve in a post which is superior or subordinate in the line of authority to the staff member to whom he or she is related, and/or where there may be a conflict of interest between the two posts.

18. He/she shall also recuse himself or herself from participating in the process of recruitment, reassignment or transfer or in reaching or reviewing an administrative decision affecting the status, entitlements or benefits of the staff member to whom he or she is related.
If two staff members are spouses

19. When two staff members in the same Division become spouses, one of them shall be transferred to the first suitable vacant post in another Division. The provisions of paragraphs 17 and 18 also apply where two staff members become spouses after their appointment to UNESCO.

20. Two staff members becoming spouses shall not affect the contractual status of either spouse. However, some of their entitlements and benefits shall be modified. For information on the implications of marriage for entitlements and benefits, see HR Manual Chapter 4 Salaries and allowances and HR Manual Chapter 6 Leave. The same provisions shall apply in the case of a staff member whose spouse is a staff member of another UN Common System Organization.

Nationality (Candidates who are not nationals of a Member State)

21. Except when another person equally qualified cannot be recruited, an appointment shall not be granted to a candidate who is not a citizen of a Member State (Staff Rule 104.2 (a) (i)). In such case, the Sector ADG/Director of Bureau/Office/Head of Field Office concerned shall ensure that all possibilities of finding a suitable candidate from a Member State have been fully explored. DIR/HRM shall advise the Director-General accordingly.

Representatives or alternates of Member States on the Executive Board

22. The Director-General shall take the necessary steps to ensure that the Secretariat of the Organization does not enter into contractual relationships with persons who have served as representatives or alternates of Member States on the Executive Board until 18 months have elapsed from the date of cessation of their representational functions (Staff Regulation 4.5.2).

External auditors

23. The External Auditor and members of his or her staff who have participated in the audit of the Organization may not be recruited by the Organization during the two financial periods (e.g. two biennia) following completion of their mandate (Rules of procedure of the General Conference, Rule 108 d).

Members of the Oversight Advisory Committee

24. Members of the Oversight Advisory Committee are not eligible for appointment in the Organization for five years following the expiry of their term (35 C/Resolution Statutes and Terms of Reference for the UNESCO Oversight Advisory Committee).

Other officials with oversight responsibilities

25. Members of ACABQ, ICSC and JIU, or other similar bodies within the United Nations System, who have had oversight responsibilities over UNESCO may not be employed by the Organization (including as a consultant) during their service and within four years of ceasing that service.

Loaned or Seconded personnel

26. Loaned or Seconded personnel may not be employed by UNESCO for a period of 6 months following the end of the loan/secondment (see HR Manual Item 19.3 on Loans and Secondments).
D. Medical Clearance

Staff Regulation 4.6 and Staff Rule 104.9 / HR Manual Item 13.12

27. All appointments shall be conditional upon certification by the Chief Medical Officer of the Organization that the candidate meets the medical standards currently in force.

28. Medical clearance is a prerequisite for initial appointment in UNESCO. Medical clearance is determined with reference to the medical status and occupation of the staff members, as well as to the general conditions at the duty station at which they should serve.

29. The purpose of medical clearance of candidates selected for initial appointment is to ensure, as far as possible, that their medical status meets the standards of physical and mental fitness in force for employment in the respective work environment. In addition, medical clearance is required for affiliation to the UN Joint Staff Pension Fund (UNJSPF).

30. All candidates selected for initial appointment shall be required to undergo such medical examinations and tests as may be prescribed, and to furnish such medical certificates, documents and data as the Chief Medical Officer of the Organization may require.

31. For the purpose of medical clearance, the medical examination is carried out by a medical officer of the UN system or a designated UN examining physician (contact names may be obtained from the relevant UNESCO Field Office, the UN/UNDP Country Office or from HRM/Benefits). If such a medical officer is not available in the country where the candidate is recruited, the medical examination should be carried out by a qualified medical physician in the country. The results of the medical examination, including prescribed tests, are reported on the Entry Medical Examination form and submitted to the Chief Medical Officer of the Organization.

32. The medical clearance of all candidates selected for employment shall be based on the results of such entry medical examination and shall be granted only by the Chief Medical Officer of the Organization.

33. When appointed to a post in another duty station, staff members already in service of the Organization, shall be required to undergo such medical examinations as may be prescribed by the Chief Medical Officer of the Organization. The purpose of medical clearance of staff members subsequent to initial appointment is to ensure that they continue to meet the applicable standards of fitness so as to enable them to perform the functions assigned when they are appointed to another duty station.

E. Obligation of confidentiality in the recruitment process

34. Supervisors of posts, staff participating in the preselection, Chairpersons and members of Interview Panels, as well as of the Appointment Review Boards (ARB), are accountable for ensuring the strict confidentiality of the information to which they have access during the whole recruitment process.

35. Supervisors and Chairperson(s) of the Interview Panel are responsible to ensure that staff participating in the pre-selection and members of the Interview Panels sign Statements of Confidentiality (Form 5-6) at the beginning of the process and enclose them in the recommendation submitted to HRM. HRM ensures that Chairs and members of the ARB (Appointment Review Boards) sign Statements of Confidentiality at the beginning of their mandate.
F. Conflicts of interest in the recruitment process

36. Staff members involved in the different stages of recruitment process must consider, prior to involvement in the process, whether there is – or may be – a conflict of interest. Conflicts of interest may arise when, by act or omission, a staff member’s personal interests interfere – or may be perceived to interfere – with the performance of his/her official duties or call into question the qualities of integrity, independence and impartiality required of an international civil servant[1]. (For further information see HR Appendix 5 B Guidance Note on Conflict of Interest in the Recruitment and Selection Process).

37. Should there be an actual, perceived or potential conflict of interest, appropriate action shall be taken according to the Guidance Note.

G. Information required from staff members on appointment

Declarations by staff members

38. Staff Rule 104.5 of the Staff Regulations and Rules stipulates that staff members shall supply whatever information may be required for the purpose of determining their status under the Staff Regulations and Rules or completing administrative arrangements in connection with their appointments.

39. On appointment, staff members record on various forms which they sign, information concerning their civil status, their school and university education and their professional background, and information to permit the establishment of their recognized home. They certify that the information provided is true, complete, and accurate and submit relevant supporting documents.

40. Staff members are required to report promptly, in writing, any subsequent changes affecting their status under the Staff Regulations and Rules.

Criteria and conditions for rectification

41. As these declarations are made by staff members on their own responsibility and with full knowledge of the facts, the Organization is legally entitled to base itself on the information supplied. Rectifications may exceptionally be accepted at the discretion of the Director-General, under the following conditions.

42. A request for change of date of birth may be considered subject to the following requirements:

a) At the time of submission of the request, the staff member must be less than 50 years old, according to the original date of birth given.

b) The request must be submitted (i) within two years of the date of commencement of service in the Organization and (ii) within six months of the discovery by the staff member of the error, provided the staff member shows conclusively that exceptional circumstances precluded his or her discovery of the error earlier.

43. A request for rectification of personal data other than date of birth provided at the time of appointment may be considered, subject to the following requirements:

a) The request must be submitted (i) within two years of the date of commencement of service in the Organization and (ii) within six months of the discovery by the staff member of the error, provided the staff member shows conclusively that exceptional circumstances precluded his or her discovery of the error earlier.
b) In the case of information provided after the appointment, the two-year period mentioned in paragraph (a) above shall be counted from the date on which the information was provided.

44. This provision is without prejudice to the obligation of a staff member to immediately bring to the attention of HRM all personal data provided by him or her which is subsequently discovered to be erroneous, notwithstanding any payments that he or she has received or is receiving from the Organization, based on the information provided.

45. For the request for rectification to be accepted, the error concerning previous declarations must be substantiated conclusively and the request must be accompanied by evidence of the authenticity and accuracy of the newly submitted documents.

46. Any entitlement to an allowance, grant or other payment which may result from the acceptance of the request for rectification of personal data shall be subject, as appropriate, to Staff Rule 103.7 (d) concerning eligibility for allowances and Staff Rule 103.24 on recovery of payments made in error.

47. Any misrepresentation of facts may lead to disciplinary measures.

**Nationality on appointment**

Staff Rules 103.8 and 104.5

48. In the application of the Staff Regulations and Rules, not more than one nationality shall be recognized for each staff member. If the staff member is recognized as a national by more than one State, such nationality shall be the nationality of the State with which the staff member is most closely associated. The determination of nationality shall be made by HRM/Benefits upon initial appointment on the basis of official documentation submitted by the staff member.

49. Candidates (other than staff members) invited for an interview, shall be required to provide evidence (i.e. a copy of valid passport(s)) in support of the determination of their nationality status. Although only one nationality shall be recognized, all other nationalities held by the staff member shall, after verification, be recorded in the staff member’s personnel file by HRM/Benefits.

**Change of nationality**

50. Once initially determined, the nationality of a staff member shall not normally change for the purposes of application of the Staff Regulations and Rules, except where the staff member acquires a new nationality and has to renounce the nationality under which he/she was recruited in UNESCO. Staff members must notify HRM/Benefits, promptly and in writing, of any subsequent change in this matter.

51. In the case where a staff member is a national of more than one State upon appointment or becomes a national of more than one State in the course of his/her career in UNESCO, he/she may be granted a change of nationality for the purposes of the Staff Regulations and Staff Rules, once in his/her career, upon decision of DIR/HRM. Such decision shall be based on a determination that the staff member is more closely associated with the State under the nationality of which he/she wishes to be recognized by the Organization than with the State under the nationality of which he/she was recognized upon initial appointment. In addition to evidence of nationality, the staff member shall be responsible for providing information and documentation which may be required to this effect, such as real estate ownership, employment record, residence of family members.
H. Recruitment planning

52. At the beginning of each biennium, HRM conducts a planning exercise with each Sector/Bureau/Office in order to:

(a) Assess the staffing needs for the following two years.

(b) Identify posts to be filled over this period with an indication of their expected vacancy date.

(c) Jointly schedule the recruitment for these posts.

An annual revision is conducted at the beginning of the second year of the biennium.

53. Posts whose incumbents are reaching the mandatory age of retirement shall be advertised - in principle - no later than nine months prior to the expected date of mandatory separation of the incumbent.


Staff Regulations

1. Staff Regulation 1.2
2. Staff Regulation 4.1
3. Staff Regulation 4.2
4. Staff Regulation 4.3
5. Staff Regulation 4.4
6. Staff Regulation 4.6
7. Staff Regulation 9.5
8. Staff Regulation 4.5

Staff Rules

1. Staff Rule 103.8 - Nationality, recognized home
2. Staff Rule 104.1 bis - Appointment Review Board
3. Staff Rule 104.2 - Limitations on employment
4. Staff Rule 104.2 bis - Eligibility requirements for recruitment
5. Staff Rule 104.5 - Information required of staff members
6. Staff Rule 104.9 - Medical examinations

Key Documents

1. UNESCO Constitution
2. Standards of Conduct for the International Civil Service
3. UNESCO Competency Framework

Forms

1. Form HR 5-3 - Request for Personnel Action
2. Form HR 5-6 Statement of Confidentiality (ARB)

Appendices

1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
2. HR Appendix 5 A - Methodology of calculation of the geographical quotas
3. HR Appendix 5 B – Guidance Note on Conflict of Interest in the Recruitment and Selection Process
HR Item 5.3. Recruitment for International Professional posts and above

A. Standard recruitment requirements for International Professional and Director and above posts

1. UNESCO applies the following standard recruitment requirements, as a general rule, for minimum educational requirements combined with a minimum number of years of relevant work experience. Although the qualifications required for each post are specified in the individual vacancy notices, the standard recruitment requirements for International Professional and Director and above posts are as illustrated in the Table 5-2 below:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Minimum number of years of relevant professional experience</th>
<th>Education</th>
</tr>
</thead>
<tbody>
<tr>
<td>P-1</td>
<td>Less than 2 years</td>
<td></td>
</tr>
<tr>
<td>P-2</td>
<td>Minimum 2 years, of which preferably 1 year acquired at international level</td>
<td></td>
</tr>
<tr>
<td>P-3</td>
<td>Minimum 4 years, of which preferably 2 years acquired at international level</td>
<td></td>
</tr>
<tr>
<td>P-4</td>
<td>Minimum 7 years of progressively responsible relevant professional experience, of which preferably 3 years acquired at international level</td>
<td>Advanced university degree (Masters or equivalent) in the relevant field.</td>
</tr>
<tr>
<td>P-5</td>
<td>Minimum 10 years of progressively responsible relevant professional experience, of which preferably 5 years acquired at international level</td>
<td></td>
</tr>
<tr>
<td>D-1 and above</td>
<td>Minimum 15 years of progressively responsible relevant professional experience, of which preferably 7 years acquired at international level</td>
<td></td>
</tr>
</tbody>
</table>
Education

2. Candidates for posts in the International Professional and Director and above categories should possess a completed, advanced university degree: Masters or equivalent, e.g. from four to six years of higher education studies sanctioned by a degree inclusive of professional certifications (such as Chartered Public Accountant (CPA) and military/police rank equivalents) in a field of study as reflected in the vacancy notice.

3. On proposal of an ADG/Director of Bureau, a Doctorate degree may be required for specific positions and on a case by case only. Such a requirement is approved by Director HRM. In the case of Director level and above posts, Director HRM shall request the approval of the Director-General.

4. In some specific occupational groups, the requirement of an advanced university degree may be replaced by a combination of relevant qualifications/certification and professional experience. When a supervisor determines that this is the case, he/she should consult HRM when establishing the vacancy notice.

Work experience

5. The nature of the required work experience should be relevant to the functions of the post, as reflected in the vacancy notice.

6. Work experience is measured taking into account the following:

   (a) Length of work experience: Relevant professional experience is taken into account after the first university degree. Internships may be counted if the professional experience acquired is relevant to the requirements of the post in question. Work experience may be acquired on a full-time or part-time basis. Experience acquired on a part-time basis should be credited proportionally to the time worked.

   (b) Relevance of work experience: Work experience will only be significant if the experience acquired is relevant to the functions of the post. To be relevant, the work experience should have contributed to the development of the candidate’s professional competencies and skills, and should have prepared the candidate to perform the functions of the vacant post. In addition, part of the work experience should be preferably acquired in an international environment.

   (c) Actual performance and achievements, and type of work experience should be closely considered with due regard being given to the level/scope of responsibility, supervisory/managerial experience, performance assessments and tangible results achieved. Reference checks may help to verify the actual performance and quality of experience of candidates.

Competencies

7. Core values, core competencies and managerial competencies (for P-4 and above posts) defined by the UNESCO Competency Framework, and which are required from UNESCO staff, will be indicated in the vacancy notice. If one or more managerial competencies are required for posts at P-3 level or below, they will be indicated in the vacancy notice.
Job-related skills

8. Job-related skills required for a post are indicated in the vacancy notice. The level of skills required should be commensurate with the functions of the post. Job-related skills represent abilities to perform well the required activity or task showing the necessary knowledge and/or training. Examples of job-required skills include, but are not limited to, drafting, client-orientation, and technical skills.

Language skills

Staff Rule 104.2 bis; Rules of Procedure of the General Conference, Rule 50, Languages of the Organization; AM Item 1.9.

9. English and French are the working languages of the Secretariat.

10. Candidates for International Professional and above posts shall demonstrate an excellent knowledge of at least one working language of the Secretariat (English or French). A good knowledge of the other working language is an asset, and in some specific cases, shall be required. Knowledge of the other UNESCO official languages – Arabic, Chinese, Russian and Spanish - is an asset, and in some specific cases, may be required.

B. Vacancy notice preparation (HR Procedure 5.2)

11. Vacancy notices are prepared by the supervisor of the post and cleared by the Director of Bureau/Division/Office (or his/her delegated authority). Vacancy notices should include an overview of the main responsibilities and functions of the post based on the job description, and establish the essential and desirable recruitment requirements for the post (For the preparation of vacancy notices, see HR Procedure 5.2).

12. HRM reviews the vacancy notice and prepares a set of questions based on the requirements of the post for the pre-screening. Prior to the issuance of the vacancy notice, HRM obtains from the supervisor or appropriate authority, the final clearance on the vacancy notice and the questionnaire.

13. The essential recruitment requirements for a post cannot be changed during the recruitment process. Once a vacancy has been published, it must be re-advertised if changes are made to the essential recruitment requirements.

Generic vacancy notices and recruitment rosters (HR Appendix 5-J)

14. Generic vacancy notices may be advertised for the purpose of creating and maintaining rosters of qualified candidates who may eventually fill future vacancies associated with the roster(s) on which they are included. Generic vacancy notices shall contain a clause making reference to the generic nature or roster purpose of the vacancy notice. Generic vacancy notices are based on generic job descriptions.

15. Rosters will include candidates pre-selected against the requirements of the generic vacancy notice. Rostered candidates will be invited to apply to associated specific vacancy notices when advertised. Candidates who have been shortlisted for a specific post, but not appointed, may also be invited by HRM to confirm their interest in being included in an associated roster. Further information on the establishment and use of Rosters is contained in the HR Appendix 5-J.

16. The standard evaluation process (interviews and review by the Appointment Review Board, where applicable) applies to rostered candidates.
C. Advertisement

17. International Professional and Director and above posts are advertised for one month.

18. Vacancy notices are published by HRM on the UNESCO Careers site in the language originally provided. If necessary, the Sector/Bureau/Office advertises the vacancy notices in other appropriate media. HRM may recommend to the Sector/Bureau/Office appropriate media to be used for such advertisements.

19. HRM ensures that Circular letters with vacancy notices for Director/Head of Field Office posts, and for Director and above posts are prepared in the two working languages of the Secretariat and sent to National Commissions of Member States.

D. Application and registration

20. All candidates are required to apply online for vacancies via the UNESCO Careers site in accordance with the instructions set out in the vacancy notice and in the online application guide. Applications which are submitted via other channels, including by paper and standard mail, will not be accepted as valid submissions.

21. Applications received after the closing date set in the vacancy notice shall not be accepted.

E. Pre-selection and evaluation of candidates for International Professional posts (P-1 to P-5)

Pre-screening

22. After the closure of the advertisement, HRM pre-screens the applications to posts, through the online recruitment tool. The pre-screening is done on the basis of the information provided by candidates in response to mandatory questions included in the online application form. The questions relate to the requirements for the post such as education, work experience, job-related skills and language requirements, as agreed upon by the supervisor of the post or his/her designate.

23. Once the pre-screening is completed, HRM provides access to the supervisor to the list of pre-screened candidates and their CVs, via the on-line tool.

Pre-selection

24. The purpose of the pre-selection is to review the pre-screened applications against the requirements for the post and establish a list of candidates retained for interview.

25. HRM conducts the pre-selection with the supervisor of the post or his/her designate(s). In the case of AO posts, a representative of BFM in the International Professional category also participates in the pre-selection.

26. HRM, the supervisor of the post and, in the case of AO posts, the representative from BFM shall:

   (a) Review the pre-screened candidates against the requirements of the post as set out in the vacancy notice.

   (b) Establish a list of candidates retained for interview(s). As a general rule, any staff member, who meets all the essential recruitment requirements of the post, should be considered for an interview.
27. HRM ensures that candidates retained for interview do not fall under instance of limitation to recruitment (such as family relationships, age, status etc.) as listed in HR Item 5.2.C.

28. The supervisor of the post ensures that he/she and the other staff members conducting the pre-selection sign a Statement of Confidentiality (HR Form 5-7) at the beginning of the process.

Tests and Preliminary Interviews

29. Assessment exercises such as written tests, content tests and other test formats, may be applied during the recruitment process to evaluate the candidates’ knowledge, skills, abilities and competencies in order to determine their suitability for the post. In such cases, vacancy notices should include a notice on their use during the recruitment process.

30. The supervisor of the post prepares and conducts the tests. For AO posts, tests are conducted with BFM. HRM may, on request, assist the supervisor of the post with the preparation and conduct of the tests. Guidance is set out in Appendix 5-E (Guidance Note on Organizing and Conducting Tests/Assessment Exercises).

31. Prior to the administration of the tests, the supervisor shall determine whether the results of the tests are eliminatory or not, and inform the candidates accordingly. In the case that the results are eliminatory, the candidates who did not pass the tests shall not be invited to the interview. The supervisor prepares a summary of the tests results, which he/she communicates to HRM.

32. If necessary, the supervisor conducts preliminary interview(s) by tele/videoconference or via relevant e-tool(s) to assess a candidate’s motivation, communication, language and other related skills. HRM may on request, assist the supervisor of the post with the preparation and conduct of the preliminary interviews. Prior to the conduct of the preliminary interview, the supervisor shall determine whether the results are eliminatory or not, and inform the candidates accordingly. In the case that the results are eliminatory, the candidates who did not pass the preliminary interview shall not be retained for further evaluation. The supervisor prepares a summary of the results of the preliminary interviews, which he/she communicates to HRM.

33. A combination of tests and preliminary interviews may be used. The supervisor will determine whether the tests and/or the preliminary interviews are eliminatory, and inform candidates accordingly.

34. The supervisor of the post completes the evaluation in the online recruitment tool for each staff member candidate who is not retained for interview.

Interviews and Evaluation

35. The Interview Panel evaluates the suitability of pre-selected candidates for the post in terms of knowledge, skills and competencies, and establishes a short list of candidates recommended for appointment in order of merit.

Composition of the Interview Panel

36. The Sector ADG/Director of Bureau/Office sets up an Interview Panel to interview the pre-selected candidates. The Interview Panel should be gender-balanced, to the extent possible, and established on as wide a geographical representation as possible.
37. The Interview Panel is chaired by the immediate supervisor of the post and includes at least two staff members at the same or at a higher-grade level than the post under recruitment. One of the two members of the Panel should be from another Sector/Bureau/Office. To the extent possible, the Panel includes an HRM representative in the International Professional category. An HRM representative in the International Professional Category must participate in the Interview Panel for P-5 posts.

38. For AO posts, the Interview Panel is set up and chaired by the immediate supervisor of the post and includes representatives from BFM, IOS and HRM in the International Professional category. For AO posts in the field, the Head of Field Office chairs the Panel, which is set up by BFM.

39. For field posts, the Director/Head of Field Office chairs the Interview Panel.

40. The present incumbent of the post under recruitment shall not serve as the Chair or a member of the Interview Panel, unless otherwise authorized by DIR/HRM.

41. The composition of Interview Panels is as indicated in Table 5-3 below:

Table 5-3: Composition of Interview Panel for P-1 to P-5 posts

<table>
<thead>
<tr>
<th>Post</th>
<th>Chair</th>
<th>Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional posts</td>
<td>Immediate Supervisor of the post (for posts at HQ)</td>
<td>• One staff member (P or above) at the same or higher grade than the post in question.</td>
</tr>
<tr>
<td>(excluding AO posts)</td>
<td>or</td>
<td>• One staff member (P or above) from another Sector/Bureau/Office, at the same or higher grade than the post in question.</td>
</tr>
<tr>
<td></td>
<td>Director/Head of Field Office (for posts in the Field)</td>
<td>• For P-5 posts: An HRM representative (P or above)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Optional (for P-1 to P-4 posts): An HRM representative (P or above).</td>
</tr>
<tr>
<td>AO posts</td>
<td>Immediate Supervisor of the post (for posts at HQ)</td>
<td>• Representatives from BFM, IOS and HRM (P or above).</td>
</tr>
<tr>
<td></td>
<td>or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Director/Head of Field Office (for posts in the Field)</td>
<td></td>
</tr>
</tbody>
</table>

42. When necessary, the Interview Panel may include an expert, external to the Organization, to bring technical/specific expertise to the evaluation of candidates on a consultative basis. Staff members from other UN Organizations or agencies may also participate in the Interview Panel, if required.

**Preparation of the Interview**

43. When invited for interviews, staff members and candidates from UN Agencies or other International Organizations are asked to submit their performance report(s) covering the last two years.
44. Non staff member candidates are asked to submit a copy of their diploma(s)/certificate(s), with a translation in French or English where necessary, and valid passport. Staff member candidates shall submit a copy of diplomas/certificates obtained after their entry on duty.

45. HRM will provide the Chair of the Panel with an updated status of the Geographical Distribution and the Gender Parity (vis à vis targets) within the Sector/Bureau/Office of the post concerned, as well as information on the status concerning the Standard Duration of Assignment in the case of International Professional staff.

46. The Chair ensures that he/she and the members of the Interview Panel sign a Statement of Confidentiality (HR Form 5-7) at the beginning of the process.

Mandate of the Interview Panel

47. The Interview Panel shall:

(a) Interview the pre-selected candidates to evaluate their knowledge, competencies and skills.

(b) Evaluate interviewed candidates against the recruitment requirements of the post, as set out in the vacancy notice, taking into account all relevant factors, which may include the performance appraisal report(s) of the candidates, results of tests/assessment exercises, if applicable, etc.

(c) Establish a short-list of candidates recommended for appointment in order of merit. Only candidates who meet all the essential recruitment requirements as set out in the vacancy notice shall be recommended for appointment.

Interviews

48. During the interview, the Interview Panel seeks to evaluate the candidate’s knowledge, competencies and skills with a view to determining whether the individual’s qualifications and personal qualities match the requirements of the post. The interview also allows candidates to obtain important information about the duties and responsibilities of the post and the conditions of service.

49. The Interview Panel conducts interviews according to interview guidelines, including the UNESCO Competency-Based Framework, which are established for that purpose. Interviews should cover competency-based and technical skills questions. Additionally, the ADG/Director of Bureau/Director/Head of Office may wish to individually speak with candidates who were interviewed by the Interview Panel for further evaluation.

50. Where deemed necessary, further interviews with one or several candidates may be conducted by the Panel.

51. The interview is an essential part of a candidate’s overall evaluation, however, it should not take primacy over the other elements of the evaluation process and it should be given due consideration in the overall determination of a candidate’s suitability for the post.

52. If invited to a face-to-face interview, travel expenses may be reimbursed to the candidate(s), subject to availability of funds, checked in advance with the AO of the Sector/Bureau concerned at Headquarters.
Assessment Centres

53. Assessment centres may be used for P-5 posts and above, and in principle, apply to candidates who are not staff members. An assessment centre may refer to a combination of techniques which are used to assess the aptitude and suitability of candidates for the advertised job and they may include job-related simulations and psychological tests which give further insight into the behavioural tendencies of candidates.

54. The use of Assessment Centres is requested by Director HRM, including the competencies to be assessed, and is approved by the Director-General. The Assessment Centre is conducted after the interviews. Director HRM communicates the results to the Chair of the Interview Panel and to the Director-General at the same time as the recommendation. The results are used as complementary information only, and are for the Director-General’s consideration.

Evaluation of the candidates

55. The criteria against which the candidates are evaluated shall be consistent with the vacancy notice (i.e. education, work experience, competencies, job-related skills, and language requirements). Candidates for positions at P-4 and above shall also be evaluated against the managerial competencies required for the functions.

56. Priority consideration shall be given to qualified staff member candidates, on the basis of equal competence. Equal competence is defined on the basis of the essential requirements listed in the vacancy notice (i.e. academic degree(s), length and relevance of professional experience in relation to the functions of the post, technical and language skills) (see HR Manual Item 5.2 A and B).

57. In evaluating the candidates, the Interview Panel shall take into account.

(a) the performance assessment reports of each candidate over the preceding two years if available;

(b) geographical mobility: at equal competence, priority consideration should be given to candidates who are due to move to another duty station;

(c) Prior field assignments: In the case of promotions to the P-4 level, priority consideration should be given to staff who have undertaken a successful field assignment. Flexibility and mobility, demonstrated by an assignment in different duty stations and/or Sectors/Bureaux/Offices, should also be a recognized asset for promotions to P-5 and above [1];

(d) prior merit promotion: at equal competence, priority consideration should be given to staff previously promoted on merit who are now applying to a post at their personal grade.

58. In addition, should the Interview Panel recommend a staff member candidate for a post at a higher grade (promotion), the Panel ensures that relevant promotion criteria are taken into account:

(a) Performance: the staff member has demonstrated, at a minimum, a consistently satisfactory level of performance (as attested by his/her performance report);

(b) Prior successful field service (see 57 (c) above);

(c) In the case of promotion from the General Service to the Professional category, the staff member has demonstrated the ability to exercise functions at the Professional level;
(d) Additional tasks or achievements performed by the staff member, as evidenced by appropriate documentation shall also be taken into account.

Former staff members and candidates from UN Agencies

59. Priority consideration shall also be given, on the basis of equal competence, to:

(a) Former staff members with at least one year’s service, who were separated during the previous two years because of the abolition of posts.

(b) Staff members already in the service of the United Nations or other Specialized Agencies, subject to reciprocity for the recruitment of UNESCO staff members as it might be provided by the Staff Regulations and Rules of their respective Agency.

Geographical Representation

60. In considering those candidates other than staff members appointed to geographical posts, the Interview Panel must take into account the need to improve the geographical representation.

61. When recommending candidates other than staff members appointed to geographical posts, the short-list shall include, to the extent possible, at least one qualified candidate from a non- or under-represented Member State. The Interview Panel shall clearly indicate the reasons for not recommending candidates from non- or under-represented countries retained after the pre-selection, or for recommending candidates from over-represented countries.

Gender Parity

62. In considering candidates who are not staff members, the Interview Panel should take into account the need to achieve gender parity at all levels, including at senior level. Short-lists shall include, to the extent possible, at least one qualified candidate from the under-represented gender. For P-5 posts and above, the short-list shall include, to the extent possible, at least one qualified woman, in order to achieve gender parity.

Reference Checks

63. The supervisor of the post ensures that at least two reference checks for each candidate who is not a staff member are obtained, using the standard format (HR Form 5-8) for reference checks.

64. HRM conducts additional reference checks (such as with former employers) and background checks (such as educational qualifications etc.) as required (Appendix 5-D, Guidelines on Reference Checks).

Recommendation for Appointment

65. The members of the Interview Panel should normally reach consensus. If there is a divergence of views, these should be reported in the written recommendation of the Panel.

66. In the case that the Interview Panel has not identified at least two qualified candidates who can be recommended for appointment, it shall clearly indicate the reasons thereof in its recommendation. The Director-General may decide that the post be re-advertised to ensure a wider pool of qualified candidates.
67. The Chair of the Interview Panel prepares the recommendation of the Panel which includes:

(a) The short-list of recommended candidates for appointment in order of merit;

(b) An evaluation of each candidate interviewed;

(c) An evaluation of each staff member candidate not interviewed;

(d) For each recommended candidate:

  i) Copy of the CV

  ii) Copies of performance evaluation reports covering the last two years, where available. This also applies to candidates from UN Agencies or other International Organisations

  iii) At least two reference checks for non staff member candidates (HR Form 5-8); any additional reference checks conducted by HRM as required

68. The Chair of the Interview Panel ensures that the recommendation is shared with members of the Panel for their comments.

69. The Chair of the Interview Panel submits the recommendation to the Sector ADG/Director of Bureau/Office concerned for approval. For AO posts in the field, the CFO approves and signs the recommendation. Upon approval, the Sector ADG/Director of Bureau/Office submits the recommendation with the documents listed in paragraph 67 to the Chairperson of the Appointment Review Board (ARB), via HRM.

70. In addition to the documents listed under paragraph 67, the following documents are submitted to HRM:

a) The Statement of Confidentiality signed by each staff member participating in the pre-selection and in the Interview Panels (HR Form 5-7);

b) Copies of diploma(s)/certificate(s) and their translation in English or French;

c) A copy of a valid passport confirming the primary nationality.

Review of recommendations for appointment by HRM

71. HRM reviews all recommendations for appointment for International Professional posts prior to their submission to the Appointment Review Board (ARB), to ensure that:

(a) The recommendation is complete.

(b) The selection procedures and criteria have been complied with, the recommendation is consistent with the recruitment requirements set out in the vacancy notice and that performance reports have been taken into account.

72. Where applicable, HRM verifies the reference checks and the diploma(s)/certificate(s), including those obtained by staff members after their entry on duty.
73. HRM advises Sectors/Bureaux/Offices on all matters related to the recruitment process. If the selection procedures and criteria have not been observed or the recommendation is not fully documented, HRM may request a review by the Sector/Bureau/Office concerned and a re-submission of the recommendation.

Online review by the Appointment Review Board (ARB)

74. HRM coordinates the online ARB consultations, and submits online the documentation to the ARB members for consideration.

75. The ARB advises the Director-General on the appointment (one year or longer) of all fixed-term staff, with the exception of Director and above posts at Headquarters and Director/Head of Liaison/Field Office posts. The role of the ARB is of an exclusively advisory nature (Staff Rule 104.1 bis).

76. In its review, the ARB shall ensure that the recruitment process complies with the Staff Regulations and Rules, and with existing policies and procedures in the Organization.

Composition of the Appointment Review Board (ARB)

77. The Appointment Review Board shall consist of a Chairperson and four members, two from the list of staff members appointed by the Director-General and two from the list of staff members appointed by the Staff Associations.

78. The non-voting Chairperson shall direct the online discussions and draft the recommendation. He/she shall be chosen for each session by HRM from a panel of 20 to 30 staff members who are appointed by the Director-General after consultation with Staff Associations and are considered to be representative. The term of office of the staff members appointed by the Director-General to chair the Appointment Review Board is two years. They shall not serve more than two successive terms of office. The Chairperson’s grade must at least be equal to that of the post to be considered by the Board.

79. For each Appointment Review Board, HRM chooses four members from a list of 60 staff members at Headquarters and in the field. This list shall consist of 30 staff members appointed by the Director-General and of 30 staff members appointed by the Staff Associations. Two thirds of the staff members shall consist of International Professional category staff at Headquarters and in the field and one third shall consist of General Service category staff at Headquarters. On each list (appointed members by the Director-General and by the Staff Associations), no more than five members in each category may hold the same nationality.

80. The members of the Board appointed by the Director-General and by the Staff Associations shall serve a two-year term of office, renewable at the most for a four-year term of office. The list of members appointed by the Director-General and by the Staff Associations shall be renewed if at least 30% of the staff members on either list are no longer in a position to serve their term of office. All members shall remain in office until their successors have been appointed.

81. Lists of the Appointment Review Board’s Chairpersons and members are published via an Information Circular. ARB Chairpersons and members shall sign a Statement of Confidentiality upon designation (HR Form 5-6).
Table 5-4: Procedure for ARB consultations

- HRM organizes ARB consultations. Consultations between the ARB Chairperson and members are conducted via online means including, but not limited to, e-mail, Skype and videoconferencing.

- HRM organizes the ARB consultations as soon as possible after receipt of the complete recommendation file, and to the extent possible within 10 calendar days of such receipt.

- For each consultation, HRM selects the Chairperson and the four members, taking into account the category (International Professional or General Service) of the post under review, as well as the following requirements: ARBs shall not include any staff member from the Sector/Bureau/Office, Field Office/Category I Institute of the staff member or post under consideration, nor shall it select, as far as possible, more than one member of the same nationality.

- The Chairperson’s grade must be equal to, or higher than, that of the post to be considered.

- ARB members should be in the same category as the post(s) under review. One of the ARB member may be a staff member from the other category.

- ARBs shall not include any member involved in the pre-selection and/or from the Interview Panel having considered the post(s) submitted to it.

- Members who might have any conflict of interest or potential conflict of interest should disclose it in writing to HRM who will decide on the course of action (See Guidance Note on Conflict of Interest in the Recruitment and Selection Process).

- Documents relating to the cases under consideration shall be made available to ARB members online.

- HRM will provide its assistance and administrative support to the ARB.

- The ARB has 7 calendar days, to the extent possible, to review and endorse the recommendation submitted. It may request additional clarifications from a representative of the Sector/Bureau/Office concerned.

- The ARB recommendations are normally reached by consensus. The ARB recommendation, including dissenting opinions, if any, is prepared by the Chairperson. The recommendation is electronically endorsed by all ARB members.

- The ARB submits its recommendation to the Director-General via DIR/HRM.

- The exchanges of the ARB are strictly confidential. Any breach of confidentiality shall be treated as misconduct under the provisions of the Human Resources Manual (Chapter 11) and may lead to disciplinary action. In this regard, all ARB members shall sign a Statement of Confidentiality (Form 5-6) at the beginning of their tenure.

- Participation in an ARB shall be regarded as official duty for those concerned. The supervisors shall ensure that ARB members are given the necessary latitude for their participation.

82. Director HRM submits the appointment recommendation, which will include the review of the ARB, which will be sent to the Director-General for his/her final decision.
F. Pre-selection and evaluation of candidates for Director and above posts at Headquarters and for Director/Head of Field/Liaison Office and Category 1 Institute and Centre posts

Pre-screening

83. The pre-screening process applicable to International Professional posts applies to Director and above posts at HQs, in the Field and in Category 1 Institute and Centre posts, including Heads of Field/Liaison Office post.

Pre-selection

84. The pre-selection is conducted as follows:

a) For DDG, ADG and Director of Bureau/Office posts, by Director HRM (or designate) and an ODG representative. In the case of Director HRM post, the latter shall be replaced by an ADG.

b) For Director posts (HQs), by an HRM representative and the ADG of Sector (or designate).

c) For Director/Heads of Field Office posts, by an HRM representative and DIR/FSC (or designate); for Heads of Liaison Office posts, by an HRM representative and the ADG/Director concerned (or designate). ADG/AFR (or designate) participates in the pre-selection for posts in Africa. ADG/ERI (or designate) participates in the pre-selection for Heads of Liaison Office posts.

d) For Directors of Category I Institutes/Centres, by an HRM representative and the ADG of Sector (or designate).

85. The objective and conduct of the pre-selection is the same as for International Professional posts, except that the list of candidates proposed for interview shall be submitted to the Director-General for approval.

Interviews and Evaluation

Composition of the Interview Panel

86. The Interview Panel should be gender-balanced, to the extent possible, and established on as wide a geographical representation as possible.

87. Its composition is as follows:

(a) For DDG, ADG and Director of Bureau/Office posts: The Director-General (or his/her designate) sets up the Interview Panel and designates its Chair. The Interview Panel includes at least four members (in addition to its Chair), of whom one ADG or Director of Bureau/Office, one Director, preferably at D-2 level, DIR/HRM and an ODG representative or their designated representatives. In the case of the recruitment of Director HRM post, the latter is replaced by another senior staff, preferably at D-2 level.

(b) For Director posts at HQs: The ADG/Sector or Director/Bureau sets up and chairs the Interview Panel which includes one representative from another Programme Sector (at Director level), one representative from another Sector/Bureau (at Director level), and a HRM representative.
(c) **For Director/Head of Field Office posts:** DIR/FSC (or his/her designate) sets up and chairs the Interview Panel which includes two representatives from Programme Sectors at the P-5 level or above, a BSP representative and an HRM representative. ADG/AFR (or his/her designate) chairs the Interview Panel in the case of recruitment of Director/Head of Field Office posts in Africa. In such case, the Panel also includes an FSC representative. The participation of ODG is optional, upon decision by the Director-General.

(d) **For Director/Head of Liaison Office posts:** DIR/ODG (or his/her designate) sets up and chairs the Interview Panel which includes at least one representative from a Programme Sector at P-5 level or above, and representatives of ERI and HRM.

(e) **For Director of Category 1 Institutes posts:** the ADG of the Sector concerned sets up and chairs the Interview Panel which includes at least one representative from the Governing Body of the respective Institute, and an HRM representative. For DIR/UIS, DIR/ODG sets up the Interview Panel.

88. The present incumbent of the post under recruitment shall not serve as the Chair or a member of the Interview Panel, unless otherwise authorized by DIR/HRM.

### Table 5.5. Composition of Interview Panels for D and above/HFO posts

<table>
<thead>
<tr>
<th>Post</th>
<th>Chair</th>
<th>Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>DDG, ADG, Directors of Bureau/Office</td>
<td>Designated by the DG</td>
<td>1 ADG or Director of Bureau/Office&lt;br&gt;1 Director (D-2 preferably)&lt;br&gt;Director HRM (or representative)&lt;br&gt;ODG representative</td>
</tr>
<tr>
<td>Director posts at HQs</td>
<td>ADG/Director of Bureau</td>
<td>1 Director from Programme Sector&lt;br&gt;1 Director from another Sector/Bureau&lt;br&gt;HRM representative</td>
</tr>
<tr>
<td>Director/Head of Field Office</td>
<td>DIR/FSC</td>
<td>2 representatives from Programme Sectors (P-5 and above)&lt;br&gt;BSP representative&lt;br&gt;HRM representative&lt;br&gt;FSC representative (for posts in Africa)</td>
</tr>
<tr>
<td></td>
<td>ADG/AFR (for posts in Africa)</td>
<td>Optional: ODG Representative</td>
</tr>
<tr>
<td>Director/Head of Liaison Office</td>
<td>DIR/ODG</td>
<td>1 representative from a Programme Sector (P-5 and above)&lt;br&gt;ERI representative&lt;br&gt;HRM representative</td>
</tr>
<tr>
<td>Director of Category 1 Institutes and Centres posts</td>
<td>ADG of Sector concerned</td>
<td>1 representative of the Governing Body of the Cat I Institute/Centre&lt;br&gt;HRM representative</td>
</tr>
<tr>
<td></td>
<td>For UIS: DIR/ODG</td>
<td></td>
</tr>
</tbody>
</table>
89. When necessary, the Interview Panel may include an expert, external to the Organization, to bring technical/specific expertise to the evaluation of candidates on a consultative basis. Staff members from other UN Organizations or agencies may also participate in the Interview Panel, if required.

Interviews, Evaluation criteria, Assessment Centres

90. The mandate and conduct of interviews by the Interview Panel is the same as for International Professional posts. In addition, the Director-General may interview in person or by tele/videoconference candidates retained for interview.

Recommendation for appointment

91. The provisions on the recommendation for appointment are the same as for International Professional posts, except for the following:

   a) The short-list of recommended candidates is not ranked;

   b) The recommendation is submitted by the Chair of the Interview Panel to the Director-General via Director HRM. The ARB review does not apply in the case of Director/Head of Field/Liaison Office and Category 1 Institute and Centre and above posts.

G. Decision of appointment

Staff Regulations 4.1, 4.5.3

92. The Director-General approves the appointment of staff in the International Professional and Director and above category.

93. In specific cases, consultations with the relevant Governing Body may be required, such as for Directors of Category 1 Institutes, and as set out in the Statutes of each Institute.

94. In the case of the UNESCO Intergovernmental Oceanographic Commission (IOC), the ADG/IOC, who is the Executive Secretary of the Commission, is appointed by the Director-General following consultation with the Executive Council of the IOC (see Article 8.2. of the Statutes of IOC).

Specific provisions for the appointment of the Legal Adviser, the Ethics Adviser and Director IOS

95. The Director-General shall consult the Executive Board before approving the appointment of the Legal Adviser, the Ethics Adviser and Director IOS (Staff Regulation 4.5.3).

Information on appointments

To the Executive Board

See Rules and Procedures of the Executive Board, Rule 59

96. The Director-General shall inform the Executive Board of the appointments made to Director and above posts in accordance with Rule 59 of the Rules and Procedures of the Executive Board.

Director-General’s Note

97. The appointments to Director and above posts and to Head of Field/Liaison Office posts are announced by the Director-General through a Director-General’s Note prepared by:

   (a) DIR/ODG for DDG, ADG, Director of Bureau/Office, Director/Head of Liaison Office posts and DIR/UIS;
(b) The ADG/Director of Bureau concerned for Director posts at Headquarters and for Director of Category 1 Institute and Centre posts;

(c) DIR/FSC for Director/Head of Field Office posts.

Notification of decisions on appointment and feedback

Staff Regulation 4.1 and Staff Rule 104.3

98. HRM informs by e-mail the successful candidate and the Sector ADG/Director of Bureau/Office with a copy to the AO concerned of the Director-General's decision on the appointment.

99. All unsuccessful candidates are also informed by HRM by e-mail after reception of the letter of acceptance signed by the successful candidate.

100. The immediate supervisor of the post under recruitment provides feedback to unsuccessful staff member candidates who were interviewed. Upon request, feedback may also be provided to all other unsuccessful staff member candidates not interviewed, as well as those unsuccessful non-staff member candidates who were interviewed.

Host Country Clearance and Accreditation process for Directors/Heads of Field/Liaison Office posts

101. The appointment to a post of Director/Head of Field/Liaison Office is subject to clearance by the Host Country. Upon request from FSC, ERI or AFR (for Field Offices in Africa) shall officially seek clearance from the Host Country for the appointment of a candidate to the post of Director/Head of Field/Liaison Office. Once the clearance is obtained, ERI or AFR informs HRM accordingly.

102. ERI or AFR (for Field Offices in Africa), upon request from HRM, provides the newly appointed Directors/Heads of Field/Liaison Offices with accreditation letters to be handed over to the Ministries of Foreign Affairs of the countries they cover when they take up their functions.

Notification to Authorities/Partners of appointments and end of mission of Directors/Heads of Field/Liaison Office

103. Upon request from FSC, ERI or AFR (for Field Offices in Africa), ensures that appointments (and end of mission) of Directors/Heads of Field/Liaison Offices are officially communicated to the Ministry of Foreign Affairs of the Member State covered by the Office, and that other authorities and partners in the Member States concerned (e.g. President(s) of National Commission(s), the UN Resident Coordinator, etc.) are also informed.

H. Letter of appointment

104. HRM issues the letter of appointment to the successful candidate upon receipt of the file of the appointed candidate including a copy of the Director-General's decision, the vacancy notice concerned, a CV, the diploma(s)/certificate(s), valid passport(s), the completed post modification (recruitment) workflow or Form HR 5-3 recruitment action requested and the job description of the post.

If a candidate does not accept an offer of appointment

105. In the case that the appointed candidate does not accept an offer of appointment within fifteen calendar days of receipt, the Sector/Bureau/Office, upon consultation with HRM, shall recommend to the Director-General the appointment of another short-listed candidate, if available, and as a general rule, the next one in the order of merit.
106. A short-list remains in force for twelve months from the date of the appointment decision. Should the appointed candidate resign within this period, the Sector/Bureau/Office, upon consultation with HRM, may decide to recommend another short-listed candidate, if available, who, as a general rule, shall be the next one in the order of merit.

I. Grade and Step on appointment

Staff Rule 103.3

107. Upon initial appointment, a staff member shall normally be placed in the first step of the level of the post, unless conditions as set out in the HR Manual Item 4.6 paragraphs 28 and 29 allow for granting additional steps.

Grade on appointment for P-1/P-2 posts

108. Candidates to P-1/P-2 posts are normally appointed at the P-1 grade. However, they will be appointed at the P-2 grade provided they meet the following requirements:

(a) PhD and one year of relevant professional experience; or

(b) Advanced university degree (Masters or equivalent (from four to six years of higher education studies) and 2 years of relevant professional experience;

Grade on appointment for P-2/P-3 posts

109. Candidates on P-2/P-3 posts are normally appointed at the P-2 grade unless on transfer from the UN at P-3 or if they meet the standard recruitment requirements for posts at a P-3 grade (See Table 5-2).

J. Medical clearance

Staff Regulation 4.6; Staff Rule 104.9; HR Manual Item 13.12

110. The appointment of those candidates who are not staff members is subject to medical clearance (see HR Manual Item 5.2, paragraphs 27 to 33) by the Chief Medical Officer of the Organization. After validation of the medical report based on full medical examination and tests, the Chief Medical Officer transmits the clearance to HRM/SES. Under no circumstances shall a selected candidate take up duties before the receipt by HRM/SES of the required medical clearance.

111. The appointment of staff member candidates to another duty station requires a clearance by the Chief Medical Officer.

112. All medical reports, certificates and data are confidential and are kept in individual medical files in the Medical Service. Medical files are communicated neither to the Administration nor to any other service.

K. Security clearance

See also HR Manual Chapter 17 Staff Security; UN DSS web site

113. Security clearance is mandatory for all newly appointed staff members regardless of the security level in their duty station. It is obtained through the TRIP application (Travel Request Information Process) available on the UN DSS website (https://dss.un.org).

114. HRM/SES ensures that security clearance is obtained for all staff members appointed to International Professional and higher categories posts.
Procedures

1. **HR Procedure 5.2 – Preparation of Vacancy Notices**

Staff Regulations

1. **Staff Regulation 1.2**
2. **Staff Regulation 4.1**
3. **Staff Regulation 4.2**
4. **Staff Regulation 4.3**
5. **Staff Regulation 4.4**
6. **Staff Regulation 4.5**
7. **Staff Regulation 4.6**

Staff Rules

1. **Staff Rule 104.1 bis - Appointment Review Board**
2. **Staff Rule 104.2 - Limitations on employment**
3. **Staff Rule 104.2 bis - Eligibility requirements for recruitment**
4. **Staff Rule 104.3 - Terms of appointment**
5. **Staff Rule 104.9 - Medical examinations**
6. **Staff Rule 104.15 - Reinstatement**
7. **Staff Rule 109.5 - Termination**

Key Documents

1. **UNESCO Constitution**
2. **Rules of Procedure of the General Conference**
3. **Rules of procedure of the Executive Board**
4. **Article 8.2. of the Statutes of IOC**

Forms

1. **Form HR 3-1 - Job Description (Professional posts and higher category)**
2. **Form HR 5-3 - Request for Personnel Action**
3. **Form HR 5-6 Statement of Confidentiality (ARB)**
4. **Form HR 5-7 - Confidentiality Statement - Pre-selection & Interview Panel**

Links

1. **United Nations Department of Safety and Security**

Appendices

1. **Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW**
2. **HR Appendix 5 B – Guidance Note on Conflict of Interest in the Recruitment and Selection Process**
3. **Appendix 5 D - Guidelines How to take reference checks**
4. **HR Appendix 5 E – Guidance Note on organizing and conducting tests/assessments exercises**
### Preparation and Processing of the Vacancy Notice

#### Who prepares the Vacancy Notice?

Vacancy notices are prepared on the basis of the job description by the authorities indicated hereunder. They are responsible for ensuring that the content of vacancy notices is consistent with the job description, prior to the advertisement of the post.

For International Professional and above category posts, as well as the National Professional and General Service categories, the preparation and clearance of the vacancy notice is as follows:

<table>
<thead>
<tr>
<th>Type of posts</th>
<th>Prepared by</th>
<th>Cleared by</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>International Professional &amp; Above Categories:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Headquarters P Posts</td>
<td>The Supervisor of the Post</td>
<td>Sector ADG/Director of Division/Bureau concerned (or delegated authority)</td>
</tr>
<tr>
<td>Field P posts</td>
<td>The Supervisor of the Post</td>
<td>Director/Head of Field Office concerned (or delegated authority)</td>
</tr>
<tr>
<td>Headquarters &amp; Category 1 Institute AO posts</td>
<td>The Supervisor of the Post in collaboration with BFM</td>
<td>Sector ADG/Director of Division/Bureau/Institute concerned (or delegated authority)</td>
</tr>
<tr>
<td>Field AO posts</td>
<td>BFM in collaboration with the Supervisor of the Post</td>
<td>Director/Head of Field Office concerned (or delegated authority)</td>
</tr>
<tr>
<td>Director/Head of Field Office</td>
<td>DIR/FSC</td>
<td>Director of Regional Bureau/Office</td>
</tr>
<tr>
<td>Director/Head of Liaison Office</td>
<td>DIR/ODG</td>
<td>ADG/AFR (for Liaison Office in Addis Ababa)</td>
</tr>
<tr>
<td>Director in a Sector/Bureau</td>
<td>ADG or Director of Bureau concerned</td>
<td></td>
</tr>
<tr>
<td>Director of Category 1 Institute post</td>
<td>ADG of the Sector concerned, in collaboration with the Institute concerned</td>
<td></td>
</tr>
<tr>
<td>Director UIS</td>
<td>DIR/ODG in collaboration with UIS</td>
<td></td>
</tr>
<tr>
<td>DDG, ADG, Director of Bureau/Office</td>
<td>DIR/ODG in collaboration with HRM/SLD</td>
<td></td>
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</tbody>
</table>

**Continued below**
National Professional Category:

| National Professional Officer | The Supervisor of the Post | Director/Head of Field Office concerned (or delegated authority) and the ADG of the Sector (or delegated authority) |

General Service Category:

| General Service posts at Headquarters | The Supervisor of the Post | Chief of Section/Unit concerned (or delegated authority) |
| General Service posts in the Field | The Supervisor of the Post | Director/Head of Field Office concerned (or delegated authority) |

What is included in the Vacancy Notice?

Vacancy notices shall include:

(a) The title, grade, organizational unit and duty station of post;
(b) An overview of the main responsibilities and functions of the post;
(c) The profile required for the post: education (academic degree(s) and field of studies), work experience (number of years and field of experience), languages, core values and competencies (managerial competencies for P-4 grade and above), and job-related skills, by distinguishing which of them are essential or desirable.

Education and work experience should be consistent with the standard recruitment requirements.

(d) The conditions of employment: level of remuneration, type and duration of contract and benefits package attached (these details will be provided by HRM/Staffing)

(e) The closing date for applications.

HRM includes the following clauses/notices:

<table>
<thead>
<tr>
<th>Table 5-4 : Clauses/notices</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type</td>
</tr>
<tr>
<td>Mobility Clause</td>
</tr>
<tr>
<td>Assessment Methods</td>
</tr>
</tbody>
</table>
### Gender Parity, Geographical Distribution, Disability

| Category                  | For all posts | “UNESCO is committed to promote geographical distribution and gender equality within its Secretariat. Therefore, women candidates are strongly encouraged to apply, as well as nationals from non- and under-represented Member States. Persons with disabilities are equally encouraged to apply.” Flexible work arrangements are promoted. |

| Others                    | For all posts | “UNESCO is a non-smoking Organization”. “UNESCO does not charge a fee at any stage of the recruitment process”. |

### Before The Recruitment Is Initiated

The supervisor of the post shall ensure that the post is classified. Classification is not required in the case of Generic Job Descriptions which are pre-classified, nor is it required for posts which have been classified less than 4 years ago, nor for posts for which no substantive changes in the duties and responsibilities have occurred since its last date of classification. The classification process is described in HR Manual Item 3.1.

### In The Case Where A Post Requires Classification

The supervisor of the post (or other responsible party indicated above) will prepare a draft Job Description and submit it to the Classification Unit for initial advice and confirmation of the appropriate Grade and Functional Title of the post. To avoid delays, draft vacancy notices can be prepared in parallel with this process on the basis of the initial classification advice provided pending the completion of the classification process.

### How Is The Vacancy Notice Finalized?

#### Submission of the documents to HRM/Staffing

Step 1. The AO launches the recruitment action in the electronic recruitment workflow or prepares Form HR 5-3 (recruitment action requested), as appropriate.

Step 2. The Supervisor of the post or the concerned AO submits the following documents to HRM/Staffing:

- The draft vacancy notice, prepared by the supervisor of the post.
- The recruitment workflow or a copy of the Form HR 5-3.
- A copy of the classified Job Description or, in a case where the classification is underway, a copy of the draft JD and of the advice from the Classification Officer.

### Review and final clearance

HRM/Staffing reviews the draft vacancy notice, in consultation with the supervisor of the post.
HRM/Staffing prepares a set of questions based on the requirements of the post that will be used in the pre-screening of candidates.

Prior to issuance of the vacancy notice, HRM/Staffing obtains from the supervisor or appropriate authority, approval of the pre-screening questionnaire and to proposed changes to the draft vacancy, if any.
HR Item 5.4. Recruitment of Young Professionals

A. The Young Professionals (YP) Programme

1. The Young Professionals’ (YP) Programme provides the opportunity for young university graduates and young qualified professionals under or equal the age of 30 on the year of application from non- and under-represented Member States to join UNESCO early in their professional career. Every biennium, due account taken of the availability of posts at P-1/P-2 level, and as approved by the General Conference, UNESCO recruits up to 20 Young Professionals (YPs), who are assigned to P-1/P-2 posts in Programme Sectors or to Management and Administration Services.

2. Their initial appointment is for a period of one year. It is subject to a nine-month probationary period and may be renewed, upon satisfactory performance.

3. Young Professionals are normally initially assigned to Headquarters. They shall be reassigned to the field after an initial assignment of 4 to 5 years at Headquarters during which time they should have acquired the necessary knowledge and experience to be operational in the field. The geographical mobility requirement will be reflected in the Young Professional’s contracts on initial appointment and on confirmation of appointment.

B. Eligibility requirements

Nationality

4. Candidates for the YP Programme must be nationals of a non- or under-represented Member State. Information on the situation of geographical distribution of Member States in UNESCO is reflected in the geographical distribution list available on UNESCO website and updated on a monthly basis. For the purpose of the YP Programme, the geographical distribution status of a Member State is determined at the time of the call for applications for the YP Programme.

For information on the current situation of geographical distribution, see HRM Intranet site.

Age

5. Candidates must be thirty-two years of age or under in the year of their application to the Young Professional Programme.

Education

6. Candidates must have an advanced university degree in education, culture, science, social and human sciences or communication, or in a field of direct relevance to the management and administration of an international organization.

Work experience

7. Relevant initial work experience is not a minimum eligibility requirement, but may be an asset.
Language skills

8. Candidates are required to have excellent knowledge of either English or French. Good knowledge of the other working language and knowledge of Arabic, Chinese, Spanish or Russian are additional assets.

Other eligibility requirements

9. Candidates are also expected to demonstrate awareness of a multicultural work environment, commitment to international civil service and ability to communicate clearly and concisely both orally and in writing.

C. Recruitment process

Identification of posts for Young Professionals

10. In the course of the recruitment planning for the next biennium, Sector ADGs/ Bureau and Office Directors/ Heads of field offices jointly with HRM identify posts to be filled by YPs and earmark them in the C/5 for the next biennium. The list of YP posts is submitted by HRM to the Director-General for approval.

11. Annually, Sectors/Bureaux/Offices jointly with HRM prepare profiles for the YP positions, in line with the duties/functions of posts at P-1/P-2 level. The profiles should be finalized by November or, in any event, at least two months before the call for applications.

Call for applications

12. Calls for applications take place through a circular letter issued (usually at the beginning of the year) by HRM/TCD to the National Commissions and Permanent Delegations of the non- and under-represented Member States notifying them of the YP profiles, eligibility requirements and application details.

Advertisement and application process

13. Upon receipt of the circular letter, Member States initiate their own advertisement/recruitment process. To apply for the YP Programme, nationals of non- and under-represented countries should submit applications through their National Commission and/or Permanent Delegation.

Pre-selection process

14. HRM/TCD pre-selects all applications against the requirements of the profiles, such as education, work experience, language and job-related skills. DIR/HRM submits the list of candidates recommended for interview, including a summary preliminary assessment for each candidate, to the Director-General for approval.

15. Once the list is approved by the Director-General, the candidates are invited for interview and their National Commissions and Permanent Delegations are informed accordingly. The other candidates not retained for interview are notified through their respective National Commissions and Permanent Delegations.

Evaluation process

16. HRM/TCD sets up Evaluation Panels including representatives of the recruiting Sector/Bureau concerned and HRM.

17. The Panels conduct interviews and assess candidates against the requirements of the profiles. In the course of the interview, the Panels seek to evaluate both the technical qualifications of the candidate as well as language, communication and analytical skills, flexibility, adaptability and motivation.
18. Candidates shall take written (and oral) language tests aimed at evaluating their degree of proficiency in one of the working languages of the Organization.

19. HRM/TCD verifies the academic certificates/diplomas of candidates and retains a copy. HRM/TCD ensures that two satisfactory reference checks are obtained for each short-listed candidate.

20. Based on the results of the evaluation, HRM/TCD in consultation with the members of the Panels prepares a recommendation for appointment to the Young Professional Programme, including a short-list of candidates recommended for appointment, summary evaluations, information about their diplomas and references checks. DIR/HRM submits the recommendation to the Director-General for approval.

Decision of appointment

21. The Director-General retains the authority to appoint Young Professionals based on the recommendation of the Panels and in consultation with HRM and the Sector/Bureau/Office concerned.

22. HRM/TCD ensures that the appointed candidates, the Sectors/Bureaux/Offices concerned and the respective Permanent Delegations and National Commissions are informed about the decisions on appointment. The offers of appointment for successful candidates are issued by Chief, HRM/SES.

Grade on appointment

23. YPs are normally appointed at grade P-1, step 1. They may be appointed at the P-2 level upon recruitment to a P-1/P-2 post, provided they meet the following requirements:

(a) PhD and 1 year of relevant professional experience; or
(b) Advanced university degree (Master or equivalent; 4 to 6 years study) and 2 years of relevant professional experience.

24. Promotion to the P-2 grade is granted after 2 years of satisfactory service, on the basis of a written recommendation of the supervisor and submission of the performance report covering the period (see HR Manual Item 5.9, paragraphs 20-23)

For information on geographical mobility for Young Professionals, see HR Manual Item 5.11 paragraph 13.

Budget clearance

Form: Request for Personnel Action (Form HR 5-3)

25. The objective of budget clearance is to ensure that there is budget provision for the posts to be filled. Such clearance shall be obtained from BFM upon request by HRM/AO (Request for Personnel Action (Form HR 5-3)). The Young Professionals are funded under HRM budget for the first year.

Medical clearance

Staff Regulation 4.6 and Staff Rule 104.9;

26. The appointment of the YPs shall be made subject to medical clearance (HR Manual Item 5.2, paragraphs 27 to 36) granted by the Chief Medical Officer of the Organization. After validation of the medical report based on full medical examination and tests, the Chief Medical Officer shall transmit the clearance to HRM/SES. Under no circumstances shall a selected candidate take up duties before the receipt by HRM/SES of the required medical clearance.
27. All medical reports, certificates and data are confidential and are kept in individual medical files in the Medical Service. Medical files are not communicated to the Administration or to any other service.

Security clearance

See also HR Manual Chapter 17 Staff Security; UN DSS web site

28. Security clearance is mandatory for all Young Professionals regardless of the security level in their duty station. It is obtained through the TRIP application (Travel Request Information Process) available on the UNDSS website (https://dss.un.org). HRM/SES ensures that the security clearance is obtained for appointment of Young Professionals.

Staff Rules

1. Staff Rule 104.6 - Fixed-term appointment
2. Staff Rule 104.9 - Medical examinations

Links

1. HRM Intranet
2. Young Professionals
3. Integrated Security Clearance & Tracking (ISECT)
4. Basic security in the Field II
5. Advanced Security in the Field
6. UNESCO Field Security Awareness Training
7. ISECT system
8. United Nations Department of Safety and Security
HR Item 5.5. Recruitment of National Professional Officers (NPO)

A. Criteria for employment of National Professional Officers

1. National Professional Officers (NPOs) are locally recruited professional staff exclusively employed in the duty stations in the Field, excluding Headquarters duty stations [1]. The use of NPOs in duty stations in developed countries may be allowed under limited circumstances where there is a need for national knowledge.

2. The criteria for employment of this category of staff are established by the International Civil Service Commission (ICSC) as follows:
   
   (a) NPOs should be nationals of the country where they are to serve, should be recruited locally and should not be subject to assignment to any duty station outside the home country.

   (b) The work performed by NPOs should have a national content. It should be at the Professional level and the same standards of recruitment qualifications and performance as are required for other Professional staff should apply. The functions of all NPO posts should be justified within the overall efforts of the United Nations system to increase national development and other related categories. NPOs should bring to bear in the job national experience and knowledge of local culture, language traditions and institutions.

   (c) UNESCO should maintain a balance between international and local Professionals that is appropriate to the Organization’s needs, bearing in mind the need to preserve the universal character and the independence of the international civil service.

   (d) NPO posts should be graded on the basis of the Common Job Evaluation Standard for the classification of Professional and higher categories. Their conditions of service should be established in accordance with the principle of the best prevailing conditions in the locality for nationals carrying out functions at the same level, through the application of the NPO salary survey methodology promulgated by ICSC.

B. Standard recruitment requirements for National Professional posts

3. UNESCO applies the following standard recruitment requirements, as a general rule, for minimum educational requirements combined with a minimum number of years of relevant work experience. Although the qualifications required for each post are specified in the individual vacancy notices, as a general rule, the standard recruitment requirements for National Professional posts are as illustrated in the Table 5-6 below.
Table 5-6 : Standard recruitment requirements for National Professional posts

<table>
<thead>
<tr>
<th>Grade</th>
<th>Minimum number of years of relevant professional experience</th>
<th>Education</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO-A</td>
<td>Less than 2 years</td>
<td></td>
</tr>
<tr>
<td>NO-B</td>
<td>Minimum 2 years</td>
<td></td>
</tr>
<tr>
<td>NO-C</td>
<td>Minimum 4 years</td>
<td></td>
</tr>
<tr>
<td>NO-D</td>
<td>Minimum 7 years of progressively responsible relevant professional experience</td>
<td>Advanced university degree (Masters or equivalent) in the relevant field.</td>
</tr>
<tr>
<td>NO-E</td>
<td>Minimum 10 years of progressively responsible relevant professional experience</td>
<td></td>
</tr>
</tbody>
</table>

Nationality
4. NPOs are by definition nationals of the country of the duty station where they are assigned.

Education
5. Candidates for posts in the National Professional category should possess a completed, advanced university degree: Masters or equivalent, e.g. from four to six years of higher education studies sanctioned by a degree inclusive of professional certifications (such as Chartered Public Accountant (CPA) and military/police rank equivalents) in a field of study as reflected in the vacancy notice.

6. In some specific occupational groups, the requirement of an advanced university degree may be replaced by a combination of relevant qualifications/certification and professional experience. When a supervisor determines that this is the case, he/she should consult HRM when establishing the vacancy notice.

Work experience
7. The nature of the required work experience should be relevant to the functions of the post, as reflected in the vacancy notice.

8. Work experience is measured taking into account the following:
   (a) Length of work experience: Relevant professional experience is taken into account after the first university degree. Internships may be counted, if the professional experience acquired is relevant to the requirements of the post in question. Work experience may be acquired on a full-time or part-time basis. Experience acquired on a part-time basis should be credited proportionally to the time worked.
   (b) Relevance of work experience: Work experience will only be significant if the experience acquired is relevant to the functions of the post. To be relevant, the work experience should have contributed to the development of the candidate’s professional competencies and skills, and should have prepared the candidate to perform the functions of the vacant post.
UNESCO HR Manual   Chapter 5. Recruitment, promotion, transfer, geographical and inter-agency mobility

(c) Actual performance and achievements, and type of work experience should be closely considered, with due regard being given to the level/scope of responsibility, supervisory/managerial experience, performance assessments and tangible results achieved. Reference checks may help to verify the actual performance and quality of experience of candidates.

Competencies

9. Core values and core competencies defined by the UNESCO Competency Framework, and which are required from UNESCO staff, will be indicated in the vacancy notice.

Job-related skills

10. Job-related skills required for a post are indicated in the vacancy notice. The level of skills required should be commensurate with the functions of the post. Job-related skills represent abilities to perform well the required activity or task showing the necessary knowledge and/or training. Examples of job-required skills include, but are not limited to, drafting, client-orientation, and technical skills.

Language skills

Staff Rule 104.2 bis; Rules of Procedure of the General Conference, Rule 50, Languages of the Organization; AM Item 1.9.

11. English and French are the working languages of the Secretariat.

12. Candidates for National Professional Officer posts shall demonstrate an excellent knowledge of at least one working language of the Secretariat (English or French). A good knowledge of the other working language is an asset, and in some specific cases, shall be required. Knowledge of the other UNESCO official languages – Arabic, Chinese, Russian and Spanish - is an asset, and in some specific cases, may be required.

13. Candidates for National Professional Officer posts shall demonstrate a very good knowledge of the official language of the country of the duty station, and if different, of the working language of the Office where they have to work.

C. Vacancy notice preparation (HR Procedure 5.2)

14. Vacancy notices are prepared by the supervisor of the post, and cleared by the Director/Head of Field Office (or his/her delegated authority), the Director of Regional Office (as required), and by the ADG/Director of Bureau concerned (or his/her delegated authority). Vacancy notices should include an overview of the main responsibilities and functions of the post based on the job description, and establish the essential and desirable recruitment requirements for the post (for the preparation of Vacancy Notices, see HR Procedure 5.2).

15. The essential recruitment requirements for a post cannot be changed during the recruitment process. Once a vacancy has been published, it must be re-advertised if changes are made to the essential recruitment requirements.

D. Advertisement

16. National Professional Officer posts are advertised for a period of one month.

17. Vacancy notices are issued by the concerned Field Offices for wide circulation in the local media, including newspapers, journals, diplomatic and UN Agency Offices, universities etc., in order to attract a large, diverse pool of candidates.
E. Application and registration

18. All candidates are required to apply for advertised vacancies in accordance with instructions set out in the vacancy notice.

19. Applications received after the closing date set in the vacancy notice shall not be accepted.

F. Pre-selection and evaluation of candidates for National Professional Officer posts

Pre-selection

20. The purpose of the pre-selection is to review the applications against the requirements for the post and establish a list of candidates retained for interview.

21. The pre-selection is conducted by the supervisor of the post or his/her designate(s) and one staff member in the Professional category.

22. The supervisor of the post shall:
   (a) Review the candidates against the requirements of the post as set out in the vacancy notice.
   (b) Establish a list of candidates retained for interview(s). As a general rule, any staff member, who meets all the essential recruitment requirements of the post, should be considered for an interview.

23. The supervisor ensures that candidates retained for interview do not fall under instances of limitations to recruitment (such as family relationships, age, status etc.) as listed in HR Item 5.2.C.

24. The supervisor of the post ensures that he/she and the other staff members conducting the pre-selection sign a Statement of Confidentiality (HR Form 5-7) at the beginning of the process.

Tests and Preliminary Interviews

25. Assessment exercises such as written tests, content tests and other test formats, may be applied during the recruitment process to evaluate the candidates’ knowledge, skills, abilities and competencies in order to determine their suitability for the post. In such cases, vacancy notices should include a notice on their use during the recruitment process.

26. The supervisor of the post prepares and conducts the tests. HRM may, on request, assist the supervisor of the post with the preparation and conduct of the tests. Guidance is set out in Appendix 5-E (Guidance Note on Organizing and Conducting Tests/Assessment Exercises).

27. Prior to the administration of the tests, the supervisor shall determine whether the results of the tests are eliminatory or not, and inform the candidates accordingly. In the case that the results are eliminatory, the candidates who did not pass the tests shall not be invited to the interview. The supervisor prepares a summary of the tests results which is kept in the post file retained in the Office.

28. If necessary, the supervisor conducts preliminary interview(s) by tele/videoconference or via relevant e-tool(s) to assess a candidate’s motivation, communication, language and other related skills. HRM may on request, assist the supervisor of the post with the preparation and conduct of the preliminary interviews. Prior to the conduct of the preliminary interview, the supervisor shall determine whether the results are eliminatory or not, and inform the candidates accordingly. In the case that the results are eliminatory, the candidates who did not pass the preliminary interview shall not be retained for further evaluation. The supervisor prepares a summary of the results of the preliminary interviews which is kept in the post file retained in the Office.
29. A combination of tests and preliminary interviews may be used. The supervisor will determine whether the tests and/or the preliminary interviews are eliminatory, and inform candidates accordingly.

30. The supervisor of the post completes an evaluation for each staff member candidate who is not retained for interview.

**Interviews and Evaluation**

31. The Interview Panel evaluates the suitability of pre-selected candidates for the post in terms of knowledge, skills and competencies, and establishes a short list of candidates recommended for appointment in order of merit.

**Composition of the Interview Panel**

32. The Director/Head of Office sets up an Interview Panel to interview the pre-selected candidates.

33. The Interview Panel is chaired by the immediate supervisor of the post and includes at least two staff members at the same or at a higher grade level than the post under recruitment. One of the two members of the Panel should be a representative (or designate) of the Sector concerned, who can participate in the interview via tele/audio conference. As appropriate, the Director of the Regional Office may also be invited to participate in the interview.

34. The present incumbent of the post under recruitment shall not serve as the Chair or a member of the Interview Panel, unless otherwise authorized by DIR/HRM.

35. When necessary, the Interview Panel may include an expert, external to the Organization, to bring technical/specific expertise to the evaluation of candidates on a consultative basis. Staff members from other UN Organizations or agencies may also participate in the Interview Panel, if required.

36. The composition of Interview Panels is as indicated in Table 5-8 below:

<table>
<thead>
<tr>
<th>Post</th>
<th>Chair</th>
<th>Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Professional Officer post</td>
<td>Supervisor of the post</td>
<td>1 staff member from the Sector concerned (via tele/audio conference), at the same or higher grade than the post in question.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 staff member at the same or higher grade than the post in question.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Optional:</strong> The Director of the Regional Office.</td>
</tr>
</tbody>
</table>
Preparation of the Interview

37. When invited for interviews, staff members and candidates from UN Agencies or other International Organizations are asked to submit their performance report(s) covering the last two years.

38. Non staff member candidates, are requested to provide copies of their diploma(s)/certificate(s), with a translation in French or English, where necessary, and valid passport. Staff member candidates shall submit a copy of diplomas/certificates obtained after their entry on duty. The AO of the Office certifies the diplomas/certificates and passport submitted by candidates.

39. The Chair ensures that he/she and the members of the Interview Panel sign a Statement of Confidentiality (HR Form 5-7) at the beginning of the process.

Mandate of the Interview Panel

40. The Interview Panel shall:

   (a) Interview the pre-selected candidates to evaluate their knowledge, competencies and skills.

   (b) Evaluate interviewed candidates against the recruitment requirements of the post, as set out in the vacancy notice, taking into account all relevant factors, which may include the performance appraisal report(s) of the candidates, results of tests/assessment exercises, if applicable, etc.

   (c) Establish a short-list of candidates recommended for appointment in order of merit. Only candidates who meet all the essential recruitment requirements as set out in the vacancy notice shall be recommended for appointment.

Interviews

41. During the interview, the Interview Panel seeks to evaluate the candidate's knowledge, competencies and skills with a view to determining whether the individual's qualifications and personal qualities match the requirements of the post. The interview also allows the candidate to obtain important information about the duties and responsibilities of the post and the conditions of service.

42. The Interview Panel conducts interviews according to guidelines, including the Competency-Based Framework, which are established for that purpose. Additionally, the Director/Head of Office may wish to individually speak with candidates who were interviewed by the Interview Panel for further evaluation.

43. Where deemed necessary, further interviews with one or several candidates may be conducted by the Panel.

44. The interview is an essential part of a candidate's overall evaluation, however, it should not take primacy over the other elements of the evaluation process and it should be given equal consideration in the overall determination of a candidate’s suitability for the post.

45. If invited to a face-to-face interview, travel expenses may be reimbursed to the candidate(s), subject to availability of funds, checked in advance with the AO of the Field Office.
Evaluation of the candidates

46. The criteria against which the candidates are evaluated shall be consistent with the vacancy notice (i.e. education, work experience, competencies, job-related skills, and language requirements).

47. Priority consideration shall be given to qualified staff member candidates, on the basis of equal competence. Equal competence is defined on the basis of the essential requirements listed in the vacancy notice (i.e. academic degree(s), length and relevance of professional experience in relation to the functions of the post, technical and language skills) (see HR Manual Item 5.2 A and B).

48. In evaluating the candidates, the Interview Panel shall take into account:
   
   (a) the performance assessment reports of each candidate over the preceding two years if available;

   (b) prior merit promotion: at equal competence, priority consideration should be given to staff previously promoted on merit who are now applying to a post at their personal grade.

49. In addition, should the Interview Panel recommend a staff member candidate for a post at a higher grade (promotion), the Panel ensures that relevant promotion criteria are taken into account:

   (a) Performance: the staff member has demonstrated, at a minimum, a consistently satisfactory level of performance (as attested by his/her performance report);

   (b) In the case of promotion from the General Service to the National Professional category, the staff member has demonstrated the ability to exercise functions at the Professional level;

   (c) Additional tasks or achievements performed by the staff member, as evidenced by appropriate documentation shall also be taken into account.

Former staff members and candidates from UN Agencies

50. Priority consideration shall also be given, on the basis of equal competence, to:

   (a) Former staff members with at least one year's service, who were separated during the previous two years because of the abolition of posts.

   (b) Staff members already in the service of the United Nations or other Specialized Agencies, subject to reciprocity for the recruitment of UNESCO staff members as it might be provided by the Staff Regulations and Rules of their respective Agency.

Gender Parity

51. In considering candidates who are not staff members, the Interview Panel should take into account the need to achieve gender parity.

Reference Checks

52. The supervisor of the post also ensures that at least two reference checks for each candidate who is not a staff member are obtained, using the standard format (HR Form 5-8) for reference checks. HRM may assist the supervisor, on request, with additional reference checks (such as with former employees) and background checks (such as educational qualifications), as required. (Appendix 5-D, Guidelines on Reference Checks).
53. The members of the Interview Panel should normally reach consensus. If there is a divergence of views, these should be reported in the written recommendation of the Panel.

54. The Chair of the Interview Panel prepares the recommendation of the Panel, which includes:

(a) The short-list of recommended candidates for appointment in order of merit.

(b) An evaluation of each candidate interviewed.

(c) An evaluation of each staff member candidate not interviewed.

(d) For each recommended candidate:

1) Copy of the CV (Form HR 5-1 or P11).

2) Copies of performance evaluation reports covering the last two years, where available. This also applies to candidates from UN Agencies or other International Organisations.

3) At least two reference checks for non staff member candidates (HR Form 5-8); any additional reference checks conducted by HRM as required.

(e) Copies of diploma(s)/certificate(s) for non staff member candidates; copies of diplomas/certificates obtained after the entry on duty for staff member candidates and their translation in English or French (certified by the AO of the Field Office).

(f) A copy of a valid passport (certified by the AO of the Field Office) for non staff member candidates.

(g) The Statement of Confidentiality signed by each staff member participating in the Pre-selection and in the Interview Panels (HR Form 5-7)

55. The Chair of the Interview Panel ensures that the recommendation is shared with members of the Panel for their comments. He/she submits the recommendation to the Director/Head of Office concerned for approval and submission to HRM.

56. In addition to the documents listed in Paragraph 54, the following documents shall be submitted:

(a) Form HR 5-3 for appointment action requested, indicating the name of the selected candidate and the expected date of entry.

(b) A copy of the vacancy notice.

(c) A copy of the classified Job Description (JD).

57. The Director/Head of Office submits the complete recommendation file to HRM, via the AO of the Sector/Bureau concerned at HQs who ensures that Form HR 5-3 is duly validated by BFM/BMR in support of the appointment.

58. Directors/Heads of Offices shall ensure that:

a) The most suitable candidate is recommended for appointment based on considerations of technical competence, efficiency and integrity.

b) The candidate recommended for appointment fully meets the requirements of the post.
Review of recommendations for appointment by HRM

59. HRM reviews all recommendations for appointment for National Professional Officer posts prior to the issuance of the letter of appointment, in order to ensure that:

   a) The recommendation is complete;

   b) The selection procedures and criteria have been complied with, the recommendation is consistent with the recruitment requirements set out in the vacancy notice and that performance reports have been taken into account.

   c) Where applicable, references have been verified, diploma(s)/certificate(s) have been verified, including diploma(s)/certificate(s) obtained by staff members after their entry on duty; copies of diploma(s)/certificate(s) and/or their translation in English or French and copies of passports have been retained.

   d) The Form HR 5-3 for appointment action requested, has been duly validated by BFM/BMR.

60. HRM advises Directors/Heads of Offices on all matters related to the recruitment process. If the selection procedures and criteria have not been observed or the recommendation is not fully documented. HRM may request a review by the Director/Head of Office concerned.

G. Decision of appointment

61. Directors/Heads of Offices have the authority to appoint staff in the National Professional Officer category. Directors/Heads of Offices shall ensure that the most suitable candidate is appointed based on considerations of technical competence, efficiency and integrity, and that he/she fully meets the requirements of the post.

62. For Field Office staffed with an internationally recruited Administrative Officer, the Director/Head of Office shall be responsible for issuing a letter of appointment, a copy of which shall be transmitted to HRM/SES. In the other cases, Chief HRM/SES shall issue the letter of appointment.

63. All unsuccessful candidates are also informed by e-mail by the Office concerned, after reception of the letter of acceptance signed by the successful candidate.

64. The immediate supervisor of the post under recruitment provides feedback to unsuccessful staff member candidates who were interviewed. Upon request, feedback may also be provided to all other unsuccessful staff member candidates not interviewed, as well as those unsuccessful non-staff member candidates who were interviewed.

If a candidate does not accept an offer of appointment

65. In the case that the appointed candidate does not accept an offer of appointment within fifteen calendar days of receipt, the Director/Head of Office, upon consultation with HRM, shall recommend the appointment of another short-listed candidate, if available, and as a general rule, the next one in the order of merit.

66. A short-list remains in force for twelve months from the appointment decision. Should the appointed candidate resign within this period, the Director/Head of Office, upon consultation with HRM, may decide to recommend another short-listed candidate, if available, who, as a general rule, shall be the next one in the order of merit.
I. Grade and Step on appointment

Staff Rule 103.3

67. Upon initial appointment, a staff member shall normally be placed in the first step of the level of the post, unless conditions as set out in the HR Manual Item 4.6 paragraphs 28 and 29 allow for granting additional steps.

J. Medical clearance

Staff Regulation 4.6 and Staff Rule 104.9

68. The appointment of those candidates who are not staff members is subject to medical clearance (see HR Manual Item 5.2, paragraphs 26 to 32) by the Chief Medical Officer of the Organization. After validation of the medical report based on full medical examination and tests, the Chief Medical Officer transmits the clearance to HRM/SES. Under no circumstances shall a selected candidate take up duties before the receipt by HRM/SES of the required medical clearance.

69. All medical reports, certificates and data are confidential and are kept in individual medical files in the Medical Service. Medical files are communicated neither to the Administration nor to any other service.

K. Legal entitlement to work in the country of duty station

70. Offers of appointment shall be made subject to confirmation that a selected candidate is legally entitled to work in the country of the duty station. Under no circumstances shall a selected candidate take up the duties before this right has been established.


Procedures

1. HR Procedure 5.2 – Preparation of Vacancy Notices

Staff Regulations

1. Staff Regulation 1.2
2. Staff Regulation 4.1
3. Staff Regulation 4.2
4. Staff Regulation 4.3
5. Staff Regulation 4.4
6. Staff Regulation 4.6

Staff Rules

1. Staff Rule 104.2 - Limitations on employment
2. Staff Rule 104.2 bis - Eligibility requirements for recruitment
3. Staff Rule 104.9 - Medical examinations

Forms

1. Form HR 5-3 - Request for Personnel Action
2. Form HR 5-7 - Confidentiality Statement - Pre-selection & Interview Panel
Appendices

1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
2. HR Appendix 5 B – Guidance Note on Conflict of Interest in the Recruitment and Selection Process
3. Appendix 5 D - Guidelines How to take reference checks
4. HR Appendix 5 E – Guidance Note on organizing and conducting tests/assessments exercises
## Preparation and Processing of the Vacancy Notice

### Who prepares the Vacancy Notice?

Vacancy notices are prepared on the basis of the job description by the authorities indicated hereunder. They are responsible for ensuring that the content of vacancy notices is consistent with the job description, prior to the advertisement of the post.

For International Professional and above category posts, as well as the National Professional and General Service categories, the preparation and clearance of the vacancy notice is as follows:

<table>
<thead>
<tr>
<th>Type of posts</th>
<th>Prepared by</th>
<th>Cleared by</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>International Professional &amp; Above Categories:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Headquarters P Posts</td>
<td>The Supervisor of the Post</td>
<td>Sector ADG/Director of Division/Bureau concerned</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(or delegated authority)</td>
</tr>
<tr>
<td>Field P posts</td>
<td>The Supervisor of the Post</td>
<td>Director/Head of Field Office concerned</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(or delegated authority)</td>
</tr>
<tr>
<td>Headquarters &amp; Category 1 Institute AO posts</td>
<td>The Supervisor of the Post in collaboration with BFM</td>
<td>Sector ADG/Director of Division/Bureau/Institute concerned</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(or delegated authority)</td>
</tr>
<tr>
<td>Field AO posts</td>
<td>BFM in collaboration with the Supervisor of the Post</td>
<td>Director/Head of Field Office concerned</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(or delegated authority)</td>
</tr>
<tr>
<td>Director/Head of Field Office</td>
<td>DIR/FSC</td>
<td>Director of Regional Bureau/Office</td>
</tr>
<tr>
<td>Director/Head of Liaison Office</td>
<td>DIR/ODG</td>
<td>ADG/AFR (for Liaison Office in Addis Ababa)</td>
</tr>
<tr>
<td>Director in a Sector/Bureau</td>
<td>ADG or Director of Bureau concerned</td>
<td></td>
</tr>
<tr>
<td>Director of Category 1 Institute post</td>
<td>ADG of the Sector concerned, in collaboration with the Institute concerned</td>
<td></td>
</tr>
<tr>
<td>Director UIS</td>
<td>DIR/ODG in collaboration with UIS</td>
<td></td>
</tr>
<tr>
<td>DDG,ADG/Director of Bureau/Office</td>
<td>DIR/ODG in collaboration with HRM/SLD</td>
<td></td>
</tr>
</tbody>
</table>

*Continued below*
What is included in the Vacancy Notice?

Vacancy notices shall include:

(a) The title, grade, organizational unit and duty station of post;
(b) An overview of the main responsibilities and functions of the post;
(c) The profile required for the post: education (academic degree(s) and field of studies), work experience (number of years and field of experience), languages, core values and competencies (managerial competencies for P-4 grade and above), and job-related skills, by distinguishing which of them are essential or desirable.

Education and work experience should be consistent with the standard recruitment requirements.

(d) The conditions of employment: level of remuneration, type and duration of contract and benefits package attached (these details will be provided by HRM/Staffing)

(e) The closing date for applications.

HRM includes the following clauses/notices:

<table>
<thead>
<tr>
<th>Type</th>
<th>Applicable to</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobility Clause</td>
<td>For all International Professional and Director posts</td>
<td>&quot;Worldwide mobility is required as staff members have to serve in other duty stations according to UNESCO’s geographical mobility policy &quot;</td>
</tr>
<tr>
<td>Assessment Methods</td>
<td>As appropriate</td>
<td>&quot;Assessment exercises such as written tests, assessment centres or content</td>
</tr>
<tr>
<td>Gender Parity, Geographical Distribution, Disability</td>
<td>For all posts</td>
<td>“UNESCO is committed to promote geographical distribution and gender equality within its Secretariat. Therefore, women candidates are strongly encouraged to apply, as well as nationals from non- and under-represented Member States. Persons with disabilities are equally encouraged to apply.” Flexible work arrangements are promoted.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Others</td>
<td>For all posts</td>
<td>“UNESCO is a non-smoking Organization”. “UNESCO does not charge a fee at any stage of the recruitment process”</td>
</tr>
</tbody>
</table>

**Before The Recruitment Is Initiated**

The supervisor of the post shall ensure that the post is classified. Classification is not required in the case of Generic Job Descriptions which are pre-classified, nor is it required for posts which have been classified less than 4 years ago, nor for posts for which no substantive changes in the duties and responsibilities have occurred since its last date of classification. The classification process is described in HR Manual Item 3.1.

**In The Case Where A Post Requires Classification**

The supervisor of the post (or other responsible party indicated above) will prepare a draft Job Description and submit it to the Classification Unit for initial advice and confirmation of the appropriate Grade and Functional Title of the post. To avoid delays, draft vacancy notices can be prepared in parallel with this process on the basis of the initial classification advice provided pending the completion of the classification process.

**How Is The Vacancy Notice Finalized?**

**Submission of the documents to HRM/Staffing**

Step 1. The AO launches the recruitment action in the electronic recruitment workflow or prepares Form HR 5-3 (recruitment action requested), as appropriate.

Step 2. The Supervisor of the post or the concerned AO submits the following documents to HRM/Staffing:

- The draft vacancy notice, prepared by the supervisor of the post.
- The recruitment workflow or a copy of the Form HR 5-3.
- A copy of the classified Job Description or, in a case where the classification is underway, a copy of the draft JD and of the advice from the Classification Officer.

**Review and final clearance**

HRM/Staffing reviews the draft vacancy notice, in consultation with the supervisor of the post.
HRM/Staffing prepares a set of questions based on the requirements of the post that will be used in the pre-screening of candidates.

Prior to issuance of the vacancy notice, HRM/Staffing obtains from the supervisor or appropriate authority, approval of the pre-screening questionnaire and to proposed changes to the draft vacancy, if any.
HR Item 5.6. Recruitment for General Service posts at Headquarters

A. Standard recruitment requirements for General Service posts

1. UNESCO applies the following standard recruitment requirements, as a general rule, for minimum educational requirements combined with a minimum number of years of relevant work experience. Although the qualifications required for each post are specified in the individual vacancy notices, the standard recruitment criteria for General Service posts are as illustrated in the Table 5-7 below.

<table>
<thead>
<tr>
<th>Grade</th>
<th>Minimum number of years of relevant work experience</th>
<th>Education</th>
</tr>
</thead>
<tbody>
<tr>
<td>G-1/G-2</td>
<td>Less than 2 years</td>
<td>Secondary education/ apprenticeship</td>
</tr>
<tr>
<td>G-3</td>
<td>Minimum 2 years</td>
<td>Secondary, technical or vocational school</td>
</tr>
<tr>
<td>G-4</td>
<td>Minimum 3 years</td>
<td></td>
</tr>
<tr>
<td>G-5</td>
<td>Minimum 5 years</td>
<td></td>
</tr>
<tr>
<td>G-6</td>
<td>Minimum 8 years</td>
<td></td>
</tr>
<tr>
<td>G-7</td>
<td>10 years and above</td>
<td></td>
</tr>
</tbody>
</table>

Legal entitlement to work in the country of the duty station for locally recruited General Service staff

2. Candidates for local recruitment should be entitled to work in the country of the duty station.

Recruitment criteria

Education

3. Candidates for posts in the General Service category are required to be graduates of a secondary, technical or vocational school and, as the case may be, have secretarial, business or commercial qualifications.
UNESCO HR Manual

Chapter 5. Recruitment, promotion, transfer, geographical and inter-agency mobility

Work experience

4. The nature of the required work experience should be relevant to the functions of the post, as reflected in the job description and vacancy notice.

5. Work experience is measured taking into account the following:
   
   (a) Length of work experience: Internships may be counted, if the professional experience acquired is relevant to the requirements of the post in question. Relevant work experience can be acquired on a full-time or part-time basis. Experience acquired on a part-time basis should be credited proportionally to the time worked.
   
   (b) Relevance of work experience: Work experience will only be significant if the experience acquired is relevant to the functions of the post. To be relevant, the work experience should have contributed to the development of the candidate’s professional competencies and skills, and should have prepared the candidate to perform the functions of the vacant post.
   
   (c) Actual performance and achievements, and type of work experience should be closely considered, with due regard being given to the level/scope of responsibility, performance assessments and tangible results achieved. Reference checks may help to verify the actual performance and quality of experience of candidates.

Competencies

6. Core values and core competencies defined by the UNESCO Competency Framework, and which are required from UNESCO staff, will be indicated in the vacancy notice.

Job-required skills

7. Job-related skills required for a post are indicated in the vacancy notice. The level of skills required should be commensurate with the functions of the post. Job-related skills represent abilities to perform well the required activity or task showing the necessary knowledge and/or training. Examples of job-required skills include, but are not limited to, drafting, client-orientation, and technical skills.

Language skills

Staff Rule 104.2 bis; Rules of Procedure of the General Conference, Rule 50, Languages of the Organization; AM Item 1.9.

8. English and French are the working languages of the Secretariat.

9. Candidates for General Service posts at Headquarters shall demonstrate an excellent knowledge of at least one working language of the Secretariat (English or French). A good knowledge of the other working language is an asset, and in some specific cases, shall be required. Knowledge of the other UNESCO official languages – Arabic, Chinese, Russian and Spanish - is an asset, and in some specific cases, may be required.

B. Vacancy notice preparation (HR Procedure 5.2)

10. Vacancy notices are prepared by the supervisor of the post and cleared by the Chief of Section/Unit (or his/her delegated authority). Vacancy notices should include an overview of the main responsibilities and functions of the post based on the job description, and establish the essential and desirable recruitment requirements for the post (For the preparation of vacancy notices, see HR Procedure 5.2).
11. HRM reviews the vacancy notice and prepares a set of questions based on the requirements of the post for the pre-screening. Prior to issuance of the vacancy notice, HRM obtains from the supervisor or appropriate authority, the final clearance on the vacancy notice and the questionnaire.

12. The essential recruitment requirements for a post cannot be changed during the recruitment process. Once a vacancy has been published, it must be re-advertised if changes are made to the essential recruitment requirements.

Generic vacancy notices and recruitment rosters (HR Appendix 5-J)

13. Generic vacancy notices may be advertised for the purpose of creating and maintaining rosters of qualified candidates who may eventually fill future vacancies associated with the roster(s) on which they are included. Generic vacancy notices shall contain a clause making reference to the generic nature or roster purpose of the vacancy notice. Generic vacancy notices are based on generic job descriptions.

14. Rosters will include candidates pre-selected against the requirements of the generic vacancy notice. Rostered candidates will be invited to apply to associated specific vacancy notices when advertised. Candidates who have been shortlisted for a specific post, but not appointed, may also be invited by HRM to confirm their interest in being included in an associated roster. Further information on the establishment and use of Rosters is contained in the HR Appendix 5-J.

15. The standard evaluation process (interviews and review by the Appointment Review Board, where applicable) applies to rostered candidates.

C. Advertisement

16. General Service posts at Headquarters are advertised for one month.

17. Vacancy notices are published by HRM on the UNESCO Careers site in the language originally provided. If necessary, the Sector/Bureau/Division advertises the vacancy notices in other appropriate media fora. HRM may recommend to the Sector/Bureau/Division a media platform to be used for such advertisements.

D. Application and registration

18. All candidates are requested to apply for vacancies on the UNESCO Careers site in accordance with instructions set out in the vacancy notice and in the online application guide. Applications which are submitted via other channels, including by paper and standard mail, will not be accepted as valid submissions.

19. Applications received after the closing date set in the vacancy notice shall not be accepted.

E. Pre-selection and evaluation of candidates for General Services posts at Headquarters

Pre-screening

20. After the closure of the advertisement, HRM pre-screens the applications to posts, through the online recruitment tool. The pre-screening is done on the basis of the information provided by candidates in response to mandatory questions included in the online application form. The questions relate to the requirements for the post such as education, work experience, job-related skills and language requirements, as agreed upon by the supervisor of the post or his/her designate.
21. Once the pre-screening is completed, HRM provides access to the supervisor to the list of pre-screened candidates and their CVs, via the on-line tool.

Pre-selection

22. The purpose of the pre-selection is to review the pre-screened applications against the requirements for the post and establish a list of candidates retained for interview.

23. HRM conducts the pre-selection with the supervisor of the post or his/her designate(s).

24. HRM and the supervisor of the post shall:
   (a) Review the pre-screened candidates against the requirements of the post as set out in the vacancy notice;
   (b) Establish a list of candidates retained for interview(s). As a general rule, any staff member, who meets all the essential recruitment requirements of the post, should be considered for an interview.

25. HRM ensures that candidates retained for interview do not fall under instance of limitation to recruitment (such as family relationships, age, status etc.) as listed in HR Item 5.2.C.

26. The supervisor of the post ensures that he/she and the other staff members conducting the pre-selection sign a Statement of Confidentiality (HR Form 5-7) at the beginning of the process.

Tests and Preliminary Interviews

27. Assessment exercises such as written tests, content tests and other test formats, may be applied during the recruitment process to evaluate the candidates’ knowledge, skills, abilities and competencies in order to determine their suitability for the post. In such cases, vacancy notices should include a notice on their use during the recruitment process.

28. The supervisor of the post prepares and conducts the tests. HRM may, on request, assist the supervisor of the post with the preparation and conduct of the tests. Guidance is set out in Appendix 5-E (Guidance Note on Organizing and Conducting Tests/Assessment Exercises).

29. Prior to the administration of the tests, the supervisor shall determine whether the results of the tests are eliminatory or not, and inform the candidates accordingly. In the case that the results are eliminatory, the candidates who did not pass the tests shall not be invited to the interview. The supervisor prepares a summary of the tests results, which he/she communicates to HRM.

30. If necessary, the supervisor conducts preliminary interview(s) by tele/videoconference or via relevant e-tool(s) to assess a candidate’s motivation, communication, language and other related skills. HRM may on request, assist the supervisor of the post with the preparation and conduct of the preliminary interviews. Prior to the conduct of the preliminary interview, the supervisor shall determine whether the results are eliminatory or not, and inform the candidates accordingly. In the case that the results are eliminatory, the candidates who did not pass the preliminary interview shall not be retained for further evaluation. The supervisor prepares a summary of the results of the preliminary interviews, which he/she communicates to HRM.

31. A combination of tests and preliminary interviews may be used. The supervisor will determine whether the tests and/or the preliminary interviews are eliminatory, and inform candidates accordingly.

32. The supervisor of the post completes the evaluation in the online recruitment tool for each staff member candidate who is not retained for interview.
Interviews and Evaluation

33. The Interview Panel evaluates the suitability of pre-selected candidates for the post in terms of knowledge, skills and competencies, and establishes a short list of candidates recommended for appointment in order of merit.

Composition of the Interview Panel

34. The supervisor sets up an Interview Panel to interview the pre-selected candidates. The Interview Panel should be gender-balanced, to the extent possible.

35. The Interview Panel is chaired by the immediate supervisor of the post and includes at least two staff members at the same or at a higher grade level than the post under recruitment, one of which should be a senior General Service staff member (G-6 or above).

36. The present incumbent of the post under recruitment shall not serve as the Chair or a member of the Interview Panel, unless otherwise authorized by DIR/HRM.

37. The composition of Interview Panels is as indicated in Table 5-8 below:

<table>
<thead>
<tr>
<th>Post</th>
<th>Chair</th>
<th>Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Service Post at Headquarters</td>
<td>Supervisor of the post</td>
<td>1 staff member at the same or higher grade than the post in question.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 senior General Service staff member (G-6 or above).</td>
</tr>
</tbody>
</table>

38. When necessary, the Interview Panel may include an expert, external to the Organization, to bring technical/specific expertise to the evaluation of candidates on a consultative basis. Staff members from other UN Organizations or agencies may also participate in the Interview Panel, if required.

Preparation of the Interview

39. When invited for interviews, staff members and candidates from UN Agencies or other International Organizations are asked to submit their performance report(s) covering the last two years.

40. Non staff member candidates are asked to submit a copy of their diploma(s)/certificate(s), with a translation in French or English where necessary, and valid passport. Staff member candidates shall submit a copy of diplomas/certificates obtained after their entry on duty.

41. The Chair ensures that he/she and the members of the Interview Panel sign a Statement of Confidentiality (HR Form 5-7) at the beginning of the process.

Mandate of the Interview Panel

42. The Interview Panel shall:

   (a) Interview the pre-selected candidates to assess their knowledge, competencies and skills.
(b) Evaluate interviewed candidates against the recruitment requirements of the post, as set out in the vacancy notice, taking into account all relevant factors, which may include the performance appraisal report(s) of the candidates, results of assessment exercises, if applicable etc.

(c) Establish a short-list of at least two candidates recommended for appointment in order of merit. Only candidates who meet all the essential recruitment requirements as set out in the vacancy notice shall be recommended for appointment.

**Interviews**

43. During the interview the Interview Panel seeks to evaluate the candidate’s knowledge, competencies and skills with a view to determining whether the individual’s qualifications and personal qualities match the requirements of the post. The interview also allows candidates to obtain important information about the duties and responsibilities of the post and the conditions of service.

44. The Interview Panel conducts interviews according to guidelines, such as the UNESCO Competency Framework, which are established for that purpose. Interviews should cover competency-based and technical skills questions. Additionally, the Sector ADG/Director of Bureau/Division may wish to individually speak with candidates who were interviewed by the Interview Panel for further evaluation.

45. Where deemed necessary, further interviews with one or several candidates may be conducted by the Panel.

46. The interview is an essential part of a candidate’s overall evaluation, however, it should not take primacy over the other elements of the evaluation process and it should be given due consideration in the overall determination of a candidate’s suitability for the post.

**Evaluation of the candidates**

47. The criteria against which the candidates are evaluated shall be consistent with the vacancy notice (i.e. education, work experience, competencies, job-related skills, and language requirements).

48. Priority consideration shall be given to qualified staff member candidates, on the basis of equal competence. Equal competence is defined on the basis of the essential requirements listed in the vacancy notice (i.e. academic degree(s), length and relevance of professional experience in relation to the functions of the post, technical and language skills) (see HR Manual Item 5.2 A and B).

49. In evaluating the candidates, the Interview Panel shall take into account.

   (a) the performance assessment reports of each candidate over the preceding two years if available;

   (b) prior merit promotion: at equal competence, priority consideration should be given to staff previously promoted on merit who are now applying to a post at their personal grade.

50. In addition, should the Interview Panel recommend a staff member candidate for a post at a higher grade (promotion), the Panel ensures that relevant promotion criteria are taken into account:

   (a) Performance: the staff member has demonstrated, at a minimum, a consistently satisfactory level of performance (as attested by his/her performance report);
(b) Additional tasks or achievements performed by the staff member, as evidenced by appropriate documentation shall also be taken into account.

Former staff members and candidates from UN Agencies

51. Priority consideration shall also be given, on the basis of equal competence, to:

(a) Former staff members with at least one year’s service, who were separated during the previous two years because of the abolition of posts.

(b) Staff members already in the service of the United Nations or other Specialized Agencies, subject to reciprocity for the recruitment of UNESCO staff members as it might be provided by the Staff Regulations and Rules of their respective Agency.

Gender Parity

52. In considering candidates who are not staff members, the Interview Panel should take into account the need to achieve gender parity.

Reference Checks

53. The supervisor of the post ensures that at least two reference checks for each candidate who is not a staff member are obtained, using the standard format (HR Form 5-8) for reference checks.

54. HRM conducts additional reference checks (such as with former employers) and background checks (such as educational qualifications, etc.) as required (Appendix 5 D, Guidelines on Reference Checks and HR Form 5-8).

Recommendation for Appointment

55. The members of the Interview Panel should normally reach consensus. If there is a divergence of views, these should be reported in the written recommendation of the Panel.

56. In the case that the Interview Panel has not identified at least two qualified candidates who can be recommended for appointment, it shall clearly indicate the reasons thereof in its recommendation.

57. The Chair of the Interview Panel prepares the recommendation of the Panel which includes:

(a) The short-list of recommended candidates for appointment in order of merit.

(b) An individual evaluation for each candidate interviewed.

(c) An individual evaluation for staff member candidate(s) not interviewed.

(d) For each recommended candidate:

   i) Copy of the CV

   ii) Copies of performance evaluation reports covering the last two years, where available. This applies to candidates from UN Agencies or other International Organisations.
iii) At least two reference checks for non staff member candidates (HR Form 5-8); any additional reference checks conducted by HRM as required.

58. The Chair ensures that the recommendation is shared with members of the Interview Panel for their comments.

59. The Chair of the Interview Panel submits the recommendation to the Sector ADG/Director of Bureau/Division concerned for approval. Upon approval, the Sector ADG/Director of Bureau/Division submits the recommendation with the documents listed in paragraph 57 to the Chairperson of the Appointment Review Board (ARB), via HRM.

60. In addition to the documents listed under paragraph 57, the following documents are submitted to HRM:
   
a) The Statement of Confidentiality signed by each staff member participating in the pre-selection and in the Interview Panels.
   
b) Copies of diploma(s)/certificate(s) and their translation in English or French.
   
c) A copy of a valid passport and/or identity document establishing the right to work in the duty station.

Review of recommendations for appointment by HRM

61. HRM reviews all recommendations for appointment for General Service posts at Headquarters prior to their submission to the Appointment Review Board (ARB), to ensure that:
   
   (a) The recommendation is complete.
   
   (b) The selection procedures and criteria have been complied with, the recommendation is consistent with the recruitment requirements contained in the vacancy notice and that performance reports have been taken into account.

62. Where applicable, HRM verifies the reference checks, and the diploma(s)/certificate(s), including those obtained by staff members after their entry on duty.

63. HRM advises Sectors/Bureaux/Divisions on all matters related to the recruitment process. If the selection procedures and criteria have not been observed or the recommendation is not fully documented, HRM/Staffing may request a review by the Sector/Bureau/Division concerned and a re-submission of the recommendation.

Online review by the Appointment Review Board (ARB)

64. HRM coordinates the online ARB consultations, and submits online the documentation to the ARB members for consideration

65. The ARB advises the Director-General on the appointment (one year or longer) of fixed-term staff to General Service posts at Headquarters. The role of the ARB is of an exclusively advisory nature. (Staff Rule 104.1 bis)

66. In its review, the ARB shall ensure that the recruitment process complies with the Staff Regulations and Rules, and with existing policies and procedures in the Organization.
Composition of the Appointment Review Board (ARB)

67. The Appointment Review Board shall consist of a Chairperson and four members, two from the list of staff members appointed by the Director-General and two from the list of staff members appointed by the staff associations.

68. The non-voting Chairperson shall direct the online discussions and draft the recommendation. He/she shall be chosen for each session by HRM from a panel of 20 to 30 staff members who are appointed by the Director-General after consultation with Staff Associations and are considered to be representative. The term of office of the staff members appointed by the Director-General to chair the Appointment Review Board is two years. They shall not serve more than two successive terms of office. The Chairperson's grade must at least be equal to that of the post to be considered by the Board.

69. For each Appointment Review Board, HRM chooses four members from a list of 60 staff members at Headquarters and in the field. This list shall consist of 30 staff members appointed by the Director-General and of 30 staff members appointed by the Staff Associations. Two thirds of the staff members shall consist of International Professional category staff at Headquarters and in the field and one third shall consist of General Service category staff at Headquarters. On each list (appointed members by the Director-General and by the Staff Associations), no more than five members in each category may hold the same nationality.

70. The members of the Board appointed by the Director-General and by the Staff Associations shall serve a two-year term of office, renewable, with a maximum duration of four years in office. The list of members appointed by the Director-General and by the Staff Associations shall also be renewed if at least 30% of the staff members on either list are no longer in a position to serve their term of office. All members shall remain in office until their successors have been appointed.

71. Lists of the Appointment Review Board’s Chairpersons and members will be published via an Information Circular. ARB Chairpersons and members shall sign a Statement of Confidentiality upon designation (HR Form 5-6).

Table 5-4: Procedure for ARB consultations

- HRM organizes ARB consultations. Consultations between the ARB Chairperson and members are conducted via online means including, but not limited to, e-mail, Skype and videoconferencing.
- HRM organizes the ARB consultations as soon as possible after receipt of the complete recommendation file, and to the extent possible within 10 calendar days of such receipt.
- For each consultation, HRM selects the Chairperson and the four members, taking into account the category (International Professional or General Service) of the post under review, as well as the following requirements: ARBs shall not include any staff member from the Sector/Bureau/Office, Field Office/Category I Institute of the staff member or post under consideration, nor shall it select, as far as possible, more than one member of the same nationality.
- The Chairperson’s grade must be equal to, or higher than, that of the post to be considered.
- ARB members should be in the same category as the post(s) under review. One of the ARB member may be a staff member from the other category.
- ARBs shall not include any member involved in the pre-selection and/or from the Interview Panel having considered the post(s) submitted to it.
- Members who might have any conflict of interest or potential conflict of interest should disclose it in writing to HRM who will decide on the course of action (see HR Appendix 5-B - Guidance Note on Conflict of Interest in the Recruitment and Selection Process).
- Documents relating to the cases under consideration shall be made available to ARB members online.
- HRM will provide its assistance and administrative support to the ARB.
- The ARB has 7 calendar days, to the extent possible, to review and endorse the recommendation submitted. It may request additional clarifications from a representative of the Sector/Bureau/Office concerned.
The ARB recommendations are normally reached by consensus. The ARB recommendation, including dissenting opinions, if any, is prepared by the Chairperson. The recommendation is electronically endorsed by all ARB members.

The ARB submits its recommendation to the Director-General via DIR/HRM.

The exchanges of the ARB are strictly confidential. Any breach of confidentiality shall be treated as misconduct under the provisions of the Human Resources Manual (Chapter 11) and may lead to disciplinary action. In this regard, all ARB members shall sign a Statement of Confidentiality (HR Form 5-6) at the beginning of their tenure.

Participation in an ARB shall be regarded as official duty for those concerned. The supervisors shall ensure that ARB members are given the necessary latitude for their participation.

F. Decision of appointment

Staff Regulations 1.2 and 4.1

72. Sector ADGs and Directors of Bureaux have the authority to appoint staff in the General Service category at Headquarters. ADGs and Directors of Bureaux should ascertain that the most suitable candidate is appointed based on considerations of technical competence, efficiency and integrity, and that he/she fully meets the requirements of the post.

Notification of the decision of appointment and feedback

73. HRM informs by e-mail the successful candidate, with a copy to the Sector ADG/Director of Bureau/Division and to the AO concerned, of the decision on the appointment.

74. All unsuccessful candidates are also informed by HRM by e-mail after reception of the letter of acceptance signed by the successful candidate.

75. The immediate supervisor of the post under recruitment provides feedback to unsuccessful staff member candidates who were interviewed. Upon request, feedback may also be provided to all other unsuccessful staff member candidates not interviewed, as well as those unsuccessful non-staff member candidates who were interviewed.

G. Letter of Appointment

76. HRM issues the letter of appointment to the successful candidate upon receipt of the file of the appointed candidate including a copy of the decision of the Sector ADG/Director of Bureau, the vacancy notice concerned, a CV, the diploma(s)/certificate(s), valid passport(s), the completed post modification (recruitment) workflow or Form HR 5-3 recruitment action requested and the job description of the post.

If a candidate does not accept an offer of appointment

77. In the case that the appointed candidate does not accept an offer of appointment within fifteen calendar days of receipt, the Sector/Bureau/Division, upon consultation with HRM, shall recommend to the Sector ADG/Director of Bureau the appointment of another short-listed candidate, if available, and as a general rule, the next one in the order of merit.

78. A short-list remains in force for twelve months from the appointment decision. Should the appointed candidate resign within this period, the Sector/Bureau/Division, upon consultation with HRM, may decide to recommend another short-listed candidate, if available, who, as a general rule, shall be the next one in the order of merit.
H. Grade and Step on appointment

Staff Rule 103.3

79. Upon initial appointment, a staff member shall normally be placed in the first step of the level of the post, unless conditions as set out in the HR Manual Item 4.6 paragraphs 28 and 29 allow for granting additional steps.

I. Medical clearance

Staff Regulation 4.6 and Staff Rule 104.9

80. The appointment of those candidates who are not staff members is subject to medical clearance (see HR Manual Item 5.2, paragraphs 26 to 32) by the Chief Medical Officer of the Organization. After validation of the medical report based on full medical examination and tests, the Chief Medical Officer transmits the clearance to HRM/SES. Under no circumstances shall a selected candidate take up duties before the receipt by HRM/SES of the required medical clearance.

81. All medical reports, certificates and data are confidential and are kept in individual medical files in the Medical Service. Medical files are communicated neither to the Administration nor to any other service.

J. Legal entitlement to work in the country of duty station

82. Offers of appointment shall be made subject to confirmation that a selected candidate is legally entitled to work in the country of the duty station. Under no circumstances shall a selected candidate take up the duties before this right has been established.
Appendices

1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
2. HR Appendix 5 B – Guidance Note on Conflict of Interest in the Recruitment and Selection Process
3. Appendix 5 D - Guidelines How to take reference checks
4. HR Appendix 5 E – Guidance Note on organizing and conducting tests/assessments exercises
5. Appendix 5 F - Guidelines How to prepare and to conduct a job interview
6. Appendix 5 I - Model Recommendation Memo
**Preparation and Processing of the Vacancy Notice**

Who prepares the Vacancy Notice?

Vacancy notices are prepared on the basis of the job description by the authorities indicated hereunder. They are responsible for ensuring that the content of vacancy notices is consistent with the job description, prior to the advertisement of the post.

For International Professional and above category posts, as well as the National Professional and General Service categories, the preparation and clearance of the vacancy notice is as follows:

<table>
<thead>
<tr>
<th>Type of posts</th>
<th>Prepared by</th>
<th>Cleared by</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>International Professional &amp; Above Categories:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Headquarters P Posts</td>
<td>The Supervisor of the Post</td>
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</tr>
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<td></td>
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What is included in the Vacancy Notice?

Vacancy notices shall include:

(a) The title, grade, organizational unit and duty station of post;

(b) An overview of the main responsibilities and functions of the post;

(c) The profile required for the post: education (academic degree(s) and field of studies), work experience (number of years and field of experience), languages, core values and competencies (managerial competencies for P-4 grade and above), and job-related skills, by distinguishing which of them are essential or desirable.

Education and work experience should be consistent with the standard recruitment requirements.

(d) The conditions of employment: level of remuneration, type and duration of contract and benefits package attached (these details will be provided by HRM/Staffing)

(e) The closing date for applications.

HRM includes the following clauses/notices:

<table>
<thead>
<tr>
<th>Type</th>
<th>Applicable to</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobility Clause</td>
<td>For all International Professional and Director posts</td>
<td>&quot;Worldwide mobility is required as staff members have to serve in other duty stations according to UNESCO’s geographical mobility policy &quot;</td>
</tr>
<tr>
<td>Assessment Methods</td>
<td>As appropriate</td>
<td>&quot;Assessment exercises such as written tests, assessment centres or content</td>
</tr>
</tbody>
</table>
Gender Parity, Geographical Distribution, Disability

For all posts: International Professional and above posts

For all posts: “UNESCO is committed to promote geographical distribution and gender equality within its Secretariat. Therefore, women candidates are strongly encouraged to apply, as well as nationals from non- and under-represented Member States. Persons with disabilities are equally encouraged to apply.” Flexible work arrangements are promoted.

Others

For all posts: “UNESCO is a non-smoking Organization”.

“UNESCO does not charge a fee at any stage of the recruitment process”.

Before The Recruitment Is Initiated

The supervisor of the post shall ensure that the post is classified. Classification is not required in the case of Generic Job Descriptions which are pre-classified, nor is it required for posts which have been classified less than 4 years ago, nor for posts for which no substantive changes in the duties and responsibilities have occurred since its last date of classification. The classification process is described in HR Manual Item 3.1.

In The Case Where A Post Requires Classification

The supervisor of the post (or other responsible party indicated above) will prepare a draft Job Description and submit it to the Classification Unit for initial advice and confirmation of the appropriate Grade and Functional Title of the post. To avoid delays, draft vacancy notices can be prepared in parallel with this process on the basis of the initial classification advice provided pending the completion of the classification process.

How Is The Vacancy Notice Finalized?

Submission of the documents to HRM/Staffing

Step 1. The AO launches the recruitment action in the electronic recruitment workflow or prepares Form HR 5-3 (recruitment action requested), as appropriate.

Step 2. The Supervisor of the post or the concerned AO submits the following documents to HRM/Staffing:

- The draft vacancy notice, prepared by the supervisor of the post.
- The recruitment workflow or a copy of the Form HR 5-3.
- A copy of the classified Job Description or, in a case where the classification is underway, a copy of the draft JD and of the advice from the Classification Officer.

Review and final clearance

HRM/Staffing reviews the draft vacancy notice, in consultation with the supervisor of the post.
HRM/Staffing prepares a set of questions based on the requirements of the post that will be used in the pre-screening of candidates.

Prior to issuance of the vacancy notice, HRM/Staffing obtains from the supervisor or appropriate authority, approval of the pre-screening questionnaire and to proposed changes to the draft vacancy, if any.
HR Item 5.7. Recruitment for General Service posts in the Field

A. Standard recruitment requirements for General Service posts

1. UNESCO applies the following standard recruitment requirements, as a general rule, for minimum educational requirements combined with a minimum number of years of relevant work experience. Although the qualifications required for each post are specified in the individual vacancy notices, the standard recruitment criteria for General Service posts are as illustrated in the Table 5-8 below.

<table>
<thead>
<tr>
<th>Grade</th>
<th>Minimum number of years of relevant work experience</th>
<th>Education</th>
</tr>
</thead>
<tbody>
<tr>
<td>G-1/G-2</td>
<td>Less than 2 years</td>
<td>Secondary education/apprenticeship</td>
</tr>
<tr>
<td>G-3</td>
<td>Minimum 2 years</td>
<td></td>
</tr>
<tr>
<td>G-4</td>
<td>Minimum 3 years</td>
<td></td>
</tr>
<tr>
<td>G-5</td>
<td>Minimum 5 years</td>
<td>Secondary, technical or vocational school</td>
</tr>
<tr>
<td>G-6</td>
<td>Minimum 8 years</td>
<td></td>
</tr>
<tr>
<td>G-7</td>
<td>10 years and above</td>
<td></td>
</tr>
</tbody>
</table>

Legal entitlement to work in the country of the duty station for locally recruited General Service staff

2. Candidates for local recruitment should be entitled to work in the country of the duty station.

Recruitment criteria

Education

3. Candidates for posts in the General Service category are required to be graduates of a secondary, technical or vocational school and, as the case may be, have secretarial, business or commercial qualifications.
Work experience

4. The nature of the required work experience should be relevant to the functions of the post, as reflected in the job description and vacancy notice.

5. Work experience is measured taking into account the following:

   (a) Length of work experience: Internships may be counted, if the professional experience acquired is relevant to the requirements of the post in question. Relevant work experience can be acquired on a full-time or part-time basis. Experience acquired on a part-time basis should be credited proportionally to the time worked.

   (b) Relevance of work experience: Work experience will only be significant if the experience acquired is relevant to the functions of the post. To be relevant, the work experience should have contributed to the development of the candidate’s professional competencies and skills, and should have prepared the candidate to perform the functions of the vacant post.

   (c) Actual performance and achievements, and type of work experience should be closely considered, with due regard being given to the level/scope of responsibility, performance assessments and tangible results achieved. Reference checks may help to verify the actual performance and quality of experience of candidates.

Competencies

6. Core values and core competencies defined by the UNESCO Competency Framework, and which are required from UNESCO staff, will be indicated in the vacancy notice.

Job-required skills

7. Job-related skills required for a post are indicated in the vacancy notice. The level of skills required should be commensurate with the functions of the post. Job-related skills represent abilities to perform well the required activity or task showing the necessary knowledge and/or training. Examples of job-required skills include, but are not limited to, drafting, client-orientation, and technical skills.

Language skills

Staff Rule 104.2 (bis) ; Rules of Procedure of the General Conference, Rule 50, Languages of the Organization; AM Item 1.9

8. English and French are the working languages of the Secretariat.

9. Candidates for General Service posts in the Field shall demonstrate an excellent knowledge of at least one working language of the Secretariat (English or French). A good knowledge of the other working language is an asset, and in some specific cases, shall be required. Knowledge of the other UNESCO official languages – Arabic, Chinese, Russian and Spanish - is an asset, and in some specific cases, may be required.

10. Candidates for General Service posts shall demonstrate a very good knowledge of the official language of the country of the duty station, and if different, of the working language of the Office where they have to work.
B. Vacancy notice preparation (HR Procedure 5.2)

11. Vacancy notices are prepared by the supervisor of the post and cleared by the Director/Head of Office (or his/her delegated authority). Vacancy notices should include an overview of the main responsibilities and functions of the post based on the job description, and establish the essential and desirable recruitment requirements for the post (For the preparation of vacancy notices, see HR Procedure 5.2).

12. The essential recruitment requirements for a post cannot be changed during the recruitment process. Once a vacancy has been published, it must be re-advertised if changes are made to the essential recruitment requirements.

C. Advertisement

13. General Service posts in the Field are advertised for periods between two weeks and one month.

14. Vacancy notices are issued by the concerned Field Office for wide circulation in the local media including newspapers, journals, diplomatic and UN Agency Offices, universities etc. in order to attract a large, diverse pool of candidates.

D. Application and Registration

15. All candidates are required to apply for advertised vacancies in accordance with instructions set out in the Vacancy Notice.

16. Applications received after the closing date set in the Vacancy Notice shall not be accepted.

E. Pre-selection and evaluation of candidates for General Service posts in the Field

Pre-selection

17. The purpose of the pre-selection is to review the applications against the requirements for the post and establish a list of candidates retained for interview.

18. The pre-selection is conducted by the supervisor of the post or his/her designate(s) and one staff member in the Professional category or at a Senior General Service grade (G-6 or above).

19. The supervisor of the post shall:

   (a) Review the candidates against the requirements of the post as set out in the vacancy notice.

   (b) Establish a list of candidates retained for interview(s). As a general rule, any staff member, who meets all the essential recruitment requirements of the post, should be considered for an interview.

20. The supervisor ensures that candidates retained for interview do not fall under instances of limitations to recruitment (such as family relationships, age, status etc.) as listed in HR Item 5.2.C.

21. The supervisor of the post ensures that he/she and the other staff members conducting the pre-selection sign a Statement of Confidentiality (HR Form 5-7) at the beginning of the process.
Tests and Preliminary Interviews

22. Assessment exercises such as written tests, content tests and other tests formats, may be applied during the recruitment process to evaluate the candidates’ knowledge, skills, abilities and competencies in order to determine their suitability for the post. In such cases, vacancy notices should include a notice on their use during the recruitment process.

23. The supervisor of the post prepares and conducts the tests. HRM may, on request, assist the supervisor of the post with the preparation and conduct of the tests. Guidance is set out in Appendix 5-E (Guidance Note on Organizing and Conducting Tests/Assessment Exercises).

24. Prior to the administration of the tests, the supervisor shall determine whether the results of the tests are eliminatory or not, and inform the candidates accordingly. In the case that the results are eliminatory, the candidates who did not pass the tests shall not be invited to the interview. The supervisor prepares a summary of the tests results which is kept in the post file retained in the Office.

25. If necessary, the supervisor conducts preliminary interview(s) by tele/videoconference or via relevant e-tool(s) to assess a candidate’s motivation, communication, language and other related skills. HRM may on request, assist the supervisor of the post with the preparation and conduct of the preliminary interviews. Prior to the conduct of the preliminary interview, the supervisor shall determine whether the results are eliminatory or not, and inform the candidates accordingly. In the case that the results are eliminatory, the candidates who did not pass the preliminary interview shall not be retained for further evaluation. The supervisor prepares a summary of the results of the preliminary interviews which is kept in the post file retained in the Office.

26. A combination of tests and preliminary interviews may be used. The supervisor will determine whether the tests and/or the preliminary interviews are eliminatory, and inform candidates accordingly.

27. The supervisor completes an evaluation for each staff member candidate who is not retained for interview.

Interviews and Evaluation

28. The Interview Panel evaluates the suitability of pre-selected candidates for the post in terms of knowledge, skills and competencies, and establishes a short list of candidates recommended for appointment in order of merit.

Composition of the Interview Panel

29. The Director/Head of Office sets up an Interview Panel to interview the pre-selected candidates.

30. The Interview Panel is chaired by the immediate supervisor of the post and includes at least two staff members at the same or at a higher-grade level than the post under recruitment. One of the two members of the Panel should be a representative (or designate) of the Bureau/Sector concerned, who can participate in the interview (via tele/audio conference). As appropriate, the Director of the Regional Office may also be invited to participate in the interview.

31. The present incumbent of the post under recruitment shall not serve as the Chair or a member of the Interview Panel, unless otherwise authorized by DIR/HRM.

32. When necessary, the Interview Panel may include an expert, external to the Organization, to bring technical/specific expertise to the evaluation of candidates on a consultative basis. Staff members from other UN Organizations or agencies may also participate in the Interview Panel, if required.
33. The composition of Interview Panels is as indicated in Table 5-8 below:

Table 5-8: Composition of Interview Panels for GS posts in the Field

<table>
<thead>
<tr>
<th>Post</th>
<th>Chair</th>
<th>Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Service Post in the Field</td>
<td>Supervisor of the post</td>
<td>1 staff member, from the Bureau/Sector concerned (via tele/audio conference), at the same or higher grade than the post in question.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 staff member at the same or higher grade than the post in question.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Optional</strong>: The Director of the Regional Office.</td>
</tr>
</tbody>
</table>

Preparation of the Interview

34. When invited for interviews, staff members and candidates from UN Agencies or other International Organizations are asked to submit their performance report(s) covering the last two years.

35. Non staff member candidates are requested to provide copies of their diploma(s)/certificate(s), with a translation in French or English, where necessary, and valid passport. Staff member candidates shall submit a copy of diplomas/certificates obtained after their entry on duty. The AO of the Office certifies the diplomas/certificates and passport submitted by candidates.

36. The Chair ensures that he/she and the members of the Interview Panel sign a Statement of Confidentiality (HR Form 5-7) at the beginning of the process.

Mandate of the Interview Panel

37. The Interview Panel shall:

   (a) Interview the pre-selected candidates to assess their knowledge, competencies and skills.

   (b) Evaluate interviewed candidates against the recruitment requirements of the post, as set out in the vacancy notice, taking into account all relevant factors, which may include the performance appraisal report(s) of the candidates, results of assessment exercises, if applicable, etc.

   (c) Establish a short-list of candidates recommended for appointment in order of merit. Only candidates who meet all the essential recruitment requirements as set out in the vacancy notice shall be recommended for appointment.

Interviews

38. During the interview the Interview Panel seeks to evaluate the candidate’s knowledge, competencies and skills with a view to determining whether the individual’s qualifications and personal qualities match the requirements of the post. The interview also allows candidates to obtain important information about the duties and responsibilities of the post and the conditions of service.
39. The Interview Panel conducts interviews according to guidelines, including the UNESCO Competency-Based Framework, which are established for that purpose. Additionally, the Director/Head of Office may wish to individually speak with candidates who were interviewed by the Interview Panel for further evaluation.

40. Where deemed necessary, further interviews with one or several candidates may be conducted by the Panel.

41. The interview is an essential part of a candidate’s overall evaluation, however, it should not take primacy over the other elements of the evaluation process and it should be given equal consideration in the overall determination of a candidate’s suitability for the post.

42. If invited to a face-to-face interview, travel expenses may be reimbursed to the candidate(s), subject to availability of funds, checked in advance with the AO of the Sector/Bureau concerned at Headquarters.

Evaluation of the candidates

43. The criteria against which the candidates are evaluated shall be consistent with the vacancy notice (i.e. education, work experience, competencies, job-related skills, and language requirements).

44. Priority consideration shall be given to qualified staff member candidates, on the basis of equal competence. Equal competence is defined on the basis of the essential requirements listed in the vacancy notice (i.e. academic degree(s), length and relevance of professional experience in relation to the functions of the post, technical and language skills) (see HR Manual Item 5.2 A and B).

45. In evaluating the candidates, the Interview Panel shall take into account.
   (a) The performance assessment reports of each candidate over the preceding two years if available;
   (b) Prior merit promotion: at equal competence, priority consideration should be given to staff previously promoted on merit who are now applying to a post at their personal grade.

46. In addition, should the Interview Panel recommend a staff member candidate for a post at a higher grade (promotion), the Panel ensures that relevant promotion criteria are taken into account:
   (a) Performance: the staff member has demonstrated, at a minimum, a consistently satisfactory level of performance (as attested by his/her performance report);
   (b) Additional tasks or achievements performed by the staff member, as evidenced by appropriate documentation shall also be taken into account.

Former staff members and candidates from UN Agencies

47. Priority consideration shall also be given, on the basis of equal competence, to:
   (a) Former staff members with at least one year’s service, who were separated during the previous two years because of the abolition of posts.
   (b) Staff members already in the service of the United Nations or other Specialized Agencies, subject to reciprocity for the recruitment of UNESCO staff members as it might be provided by the Staff Regulations and Rules of their respective Agency.
Gender Parity

48. In considering candidates who are not staff members, the Interview Panel should take into account the need to achieve gender parity.

Reference Checks

49. The supervisor of the post also ensures that at least two reference checks for each candidate who is not a staff member are obtained, using the standard format (HR Form 5-8) for reference checks. HRM may assist the supervisor, on request, with additional reference checks (such as with former employees) and background checks (such as educational qualifications), as required. (Appendix 5-D, Guidelines on Reference Checks).

Recommendation for appointment

50. The members of the Interview Panel should normally reach consensus. If there is a divergence of views, these should be reported in the written recommendation of the Panel.

51. The Chair of the Interview Panel prepares the recommendation of the Panel, which includes:
   
   (a) The short-list of recommended candidates for appointment in order of merit.
   
   (b) An evaluation of each candidate interviewed.
   
   (c) An evaluation of each staff member candidate(s) not interviewed.
   
   (d) For each recommended candidate:
       
       i) Copy of the CV (HR Form 5-1 or P11).
       
       ii) Copies of performance evaluation reports covering the last two years, where available. This also applies to candidates from UN Agencies or other International Organisations.
       
       iii) At least two reference checks for non staff member candidates (HR Form 5-8); any additional reference checks conducted by HRM as required.
   
   (e) Copies of diploma(s)/certificate(s) for non staff member candidates; copies of diplomas/certificates obtained after the entry on duty for staff member candidates and their translation in English or French (certified by the AO of the Office).
   
   (f) A copy of a valid passport (certified by the AO of the Office) for non staff member candidates.
   
   (g) The Statement of Confidentiality signed by each staff member participating in the Pre-Selection and in the Interview Panels (HR Form 5-7).

52. The Chair of the Interview Panel ensures that the recommendation is shared with members of the Panel for their comments. He/she submits the recommendation to the Director/Head of Office concerned for approval and submission to HRM.

53. In addition to the documents listed in paragraph 51, the following documents shall be submitted:
   
   (a) Form HR 5-3 for appointment action requested, indicating the name of the selected candidate and the expected date of entry.
   
   (b) A copy of the vacancy notice.
54. The Director/Head of Office submits the complete recommendation file to HRM, via the AO of the Sector/Bureau concerned who ensures that Form HR 5-3 is duly validated by BFM/BMR in support of the appointment.

F. Decision of appointment

Staff Regulations 1.2 and 4.1

55. Directors/Heads of Offices have the authority to appoint staff in the General Service category in the Field. Directors/Heads of Offices should ensure that:

(a) The most suitable candidate is appointed based on considerations of technical competence, efficiency and integrity, and that he/she fully meets the requirements of the post.

(b) Satisfactory reference checks have been obtained for the candidate recommended for appointment and reflected in the recommendation of the Interview Panel.

(c) Academic diploma(s)/certificate(s) and evidence of legal entitlement to work in the country of the duty station have been verified for the external candidate recommended for appointment.

G. Notification of the decision of appointment and feedback

56. For Field Office staffed with an internationally recruited Administrative Officer, the Director/Head of Office shall be responsible for issuing a letter of appointment, a copy of which shall be transmitted to HRM/SES. In the other cases, Chief HRM/SES shall issue the letter of appointment.

57. All unsuccessful candidates are also informed by e-mail by the Field Office concerned, after reception of the letter of acceptance signed by the successful candidate.

58. The immediate supervisor of the post under recruitment provides feedback to unsuccessful staff member candidates who were interviewed. Upon request, feedback may also be provided to all other unsuccessful staff member candidates not interviewed, as well as those unsuccessful non-staff member candidates who were interviewed.

If a candidate does not accept an offer of appointment

59. In the case that the appointed candidate does not accept an offer of appointment within fifteen calendar days of receipt, the Director/Head of Office, upon consultation with HRM, shall recommend the appointment of another short-listed candidate, if available, and as a general rule, the next one in the order of merit.

60. A short-list remains in force for twelve months from the appointment decision. Should the appointed candidate resign within this period, the Director/Head of Office, upon consultation with HRM, may decide to recommend another short-listed candidate, if available, who, as a general rule, shall be the next one in the order of merit.
H. Grade and Step on appointment

Staff Rule 103.3

61. Upon initial appointment, a staff member shall normally be placed in the first step of the level of the post, unless conditions as set out in the HR Manual Item 4.6 para 28 and 29 allow for awarding additional steps.

I. Medical clearance

Staff Regulation 4.6 and Staff Rule 104.9

62. The appointment of those candidates who are not staff members is subject to medical clearance (see HR Manual Item 5.2, paragraphs 26 to 32) by the Chief Medical Officer of the Organization. After validation of the medical report based on full medical examination and tests, the Chief Medical Officer transmits the clearance to HRM/SES. Under no circumstances shall a selected candidate take up duties before the receipt by HRM/SES of the required medical clearance.

63. All medical reports, certificates and data are confidential and are kept in individual medical files in the Medical Service. Medical files are communicated neither to the Administration nor to any other service.

J. Legal entitlement to work in the country of duty station

64. Offers of appointment shall be made subject to confirmation that a selected candidate is legally entitled to work in the country of the duty station. Under no circumstances shall a selected candidate take up the duties before this right has been established.

Procedures
1. HR Procedure 5.2 – Preparation of Vacancy Notices

Staff Regulations
1. Staff Regulation 1.2
2. Staff Regulation 4.2

Staff Rules
1. Staff Rule 104.2 - Limitations on employment
2. Staff Rule 104.2 bis - Eligibility requirements for recruitment
3. Staff Rule 104.9 - Medical examinations

Forms
1. Form HR 5-3 - Request for Personnel Action
2. Form HR 5-7 - Confidentiality Statement - Pre-selection & Interview Panel

Appendices
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Vacancy notices shall include:

(a) The title, grade, organizational unit and duty station of post;

(b) An overview of the main responsibilities and functions of the post;

(c) The profile required for the post: education (academic degree(s) and field of studies), work experience (number of years and field of experience), languages, core values and competencies (managerial competencies for P-4 grade and above), and job-related skills, by distinguishing which of them are essential or desirable. Education and work experience should be consistent with the standard recruitment requirements.

(d) The conditions of employment: level of remuneration, type and duration of contract and benefits package attached (these details will be provided by HRM/Staffing)

(e) The closing date for applications.

HRM includes the following clauses/notices:

<table>
<thead>
<tr>
<th>Type</th>
<th>Applicable to</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobility Clause</td>
<td>For all International Professional and Director posts</td>
<td>&quot;Worldwide mobility is required as staff members have to serve in other duty stations according to UNESCO’s geographical mobility policy &quot;</td>
</tr>
<tr>
<td>Assessment Methods</td>
<td>As appropriate</td>
<td>&quot;Assessment exercises such as written tests, assessment centres or content&quot;</td>
</tr>
</tbody>
</table>
### Before The Recruitment Is Initiated

The supervisor of the post shall ensure that the post is classified. Classification is not required in the case of Generic Job Descriptions which are pre-classified, nor is it required for posts which have been classified less than 4 years ago, nor for posts for which no substantive changes in the duties and responsibilities have occurred since its last date of classification. The classification process is described in HR Manual Item 3.1.

### In The Case Where A Post Requires Classification

The supervisor of the post (or other responsible party indicated above) will prepare a draft Job Description and submit it to the Classification Unit for initial advice and confirmation of the appropriate Grade and Functional Title of the post. To avoid delays, draft vacancy notices can be prepared in parallel with this process on the basis of the initial classification advice provided pending the completion of the classification process.

### How Is The Vacancy Notice Finalized?

#### Submission of the documents to HRM/Staffing

Step 1. The AO launches the recruitment action in the electronic recruitment workflow or prepares Form HR 5-3 (recruitment action requested), as appropriate.

Step 2. The Supervisor of the post or the concerned AO submits the following documents to HRM/Staffing:

- The draft vacancy notice, prepared by the supervisor of the post.
- The recruitment workflow or a copy of the Form HR 5-3.
- A copy of the classified Job Description or, in a case where the classification is underway, a copy of the draft JD and of the advice from the Classification Officer.

#### Review and final clearance

HRM/Staffing reviews the draft vacancy notice, in consultation with the supervisor of the post.
HRM/Staffing prepares a set of questions based on the requirements of the post that will be used in the pre-screening of candidates.

Prior to issuance of the vacancy notice, HRM/Staffing obtains from the supervisor or appropriate authority, approval of the pre-screening questionnaire and to proposed changes to the draft vacancy, if any.
HR Item 5.8. Promotion

A. Definition

1. Promotion is the advancement of a staff member to a higher grade.

B. General framework

2. Promotions may be effected by:

   (a) appointment of a staff member to a post at a higher grade through the competitive recruitment process;

   (b) promotion of the incumbent in a reclassified post; or

   (c) granting to the staff member a promotion to the next grade without affecting the grade level of the post occupied (merit promotion) (see paragraph 29).

C. Promotion criteria

3. To be eligible for promotion a staff member must:

   (a) Meet all the essential requirements of the post, including the requisite technical and/or managerial competencies, as reflected in the job description;

   (b) Demonstrate, at the minimum, a consistently good level of performance;

   (c) For posts with managerial functions at P-5 and above levels, a staff member must demonstrate the ability to assume managerial functions effectively:

       (i) through performance records;

       (ii) where required, through the appropriate Assessment Center, when established; and/or

       (iii) through other evidence of ability to perform functions at the level of the post, including temporary assignments, missions or other tasks involving the performance of functions at a higher level;

   (d) Field experience shall be an important criterion for the promotion of International Professional staff; in particular, priority consideration for appointments and promotions to posts at P-4 level and above shall be given to staff who have undertaken a successful field assignment (for one year or more);
(e) In the case of promotion from General Service to Professional category, a staff member must demonstrate the ability to exercise functions at the Professional level;

(f) In the case of reclassification, the incumbent of the post concerned must have performed the functions at a level higher than their present post for at least one year.

(g) Additional tasks performed by the staff member, as evidenced by appropriate documentation, shall also be taken into account.

4. All staff promoted to managerial posts at P-5 level and above should either have undertaken training in leadership and management skills, with emphasis on people management skills, or should undertake such training within a period of twelve months of the promotion.

5. HRM/Staffing reviews all recommendations for promotions for compliance with the promotion criteria.

D. Promotion by appointment to a post of a higher grade

6. Promotion shall be primarily based on a competitive selection process for vacant posts at a higher grade. To be promoted to a post of a higher grade for which they meet the recruitment criteria, staff members should apply for a vacant post of a higher grade and be selected for appointment in accordance with the rules and procedures governing the recruitment process.

For information on the recruitment process for:

(a) International Professional and above posts, see HR Item 5.3;
(b) National Professional Officer posts, see HR Item 5.5;
(c) General Service posts at Headquarters, see HR Item 5.6;
(d) General Service posts in the Field, see HR Item 5.7;

7. With exception of Director and Head of Field Office posts, as well as National Professional Officer posts and General Service posts in the Field, the Appointment Review Boards (ARBs) shall review the recommendations for promotion to higher-graded posts for compliance with both the recruitment process and promotion criteria, (see paragraphs 3 to 5 above) and submit their recommendation, via HRM, to:

(a) The Director-General for appointments to posts in the International Professional category; and
(b) ADGs/Directors of Bureaux for appointments to posts in the GS category at Headquarters.

Effective date of promotion

8. Promotion takes effect from the date on which the staff member takes up the duties of the post to which he/she has been promoted. Staff members receive from HRM/SES a transfer letter and a copy of the Notification of Personnel Action indicating the effective date of promotion.

9. When a staff member is promoted within the same organizational unit, he/she shall normally take up the duties of the post to which he/she has been promoted immediately following the decision of appointment.

10. When a staff member in the Professional category and above is promoted to another organizational unit at Headquarters, he/she shall be available to join that unit within 20 working days of the formal decision of appointment. This period may be extended by agreement between the units concerned.
11. When a staff member in the General Service category is promoted to another organizational unit at Headquarters, he/she shall be available to join that unit within 10 working days of the formal decision of appointment. This period may be extended by agreement between the units concerned.

12. When a staff member is transferred between duty stations, HRM/SES shall consult the staff member and the department(s)/office(s) concerned on the effective date of promotion.

E. Promotion in a reclassified post

13. Staff members may be promoted to a higher grade following the reclassification of the post they are occupying, provided that the promotion criteria (as set out in paragraph 3) are met. The criteria of field experience (paragraph 3 (d)) is not applicable in the case of promotion through reclassification.

For information on the rules and procedures of the reclassification process, see HR Manual Item 3.1 - Classification system.

14. Following the reclassification of a post, the Sector ADG, Director of Bureau/Office, Head of Field Office, Director of Institute submits to DIR/HRM a written recommendation for the promotion of the staff member concerned, confirming that the promotion criteria above are met. He/she must provide the latest performance assessment report of the staff member with the recommendation.

15. DIR/HRM ensures that the criteria for promotion are complied with and submits the recommendation to the Director-General.

16. The Director-General has the authority to approve the promotion of staff resulting from post reclassifications, to and within the Professional category and above. DIR/HRM approves the promotion of staff within the General Service and the National Officer category. Promotions resulting from post reclassifications funded under the reclassification reserve are approved by the Director-General. Decisions on promotions shall take into account the performance assessment report of the staff member concerned.

17. HRM notifies the promotion decision to the Sector/ADG, Director of Bureau/Office, Head of Field Office, Director of Institute, the supervisor and to the staff member concerned.

Effective date of promotion

18. The effective date of promotion shall be one year from the date at which the staff member has effectively started to perform the functions, satisfactorily, at a higher level, as justified by the supervisor and provided that the criteria for promotion are met (paragraph 3 above).

19. Post classification decisions shall become effective as of the 1st month following the receipt of the completed classification request (see HR Manual Chapter 3 Post management and classification). Under exceptional circumstances, a classification decision may be retroactive. However, the effective date of the classification decision may not be more than one year prior to the date of the receipt of a complete request. In no case, can the reclassification take effect prior to the beginning of the biennium. Requests for retroactivity must be fully substantiated and submitted to Director HRM for approval by the Director-General.

F. Promotion after initial appointment in a P-1/2 or P-2/3

20. Staff members appointed at the P-1 level in P-1/P-2 posts; or at the P-2 level in P-2/P-3 posts (where such posts are established for specific language functions) shall be considered for a promotion to P-2 or P-3, respectively, after 2 years of satisfactory service.
21. The recommendation of the immediate supervisor for promotion from P-1 to P-2 or P-2 to P-3 in P-1/2 and P-2/3 grades shall be accompanied by a performance report (with a rating of “fully meets expectations”). The recommendation shall be endorsed by the ADG or Director of Bureau and submitted to Director HRM.

22. The AO of the Sector/Bureau submits a Form HR 5-3 to HRM/SES via BFM.

23. HRM ensures compliance with promotion criteria. Promotions in P-1/2 and P-2/3 grades are approved by Director HRM.

Effective date of promotion

24. Promotion normally takes effect two years after the date of appointment to the lower grade, provided the conditions in Paragraph 21 are met.

G. Determining the step-in-grade upon promotion

For information on how the step-in-grade upon promotion is determined, see HR Manual Item 4.6, paragraphs 36 to 38.

H. Determining the grade upon promotion from GS to the P-1/P-2 grades

25. Upon promotion of staff from General Service grades to the grades of P-1/P-2, the following principles shall apply:

Promotion from GS at or below G-5 to International Professional posts

26. General Service staff at or below grade G-5 (or L5/ND5 in field offices) shall be appointed at the P-1 level. After 2 years, subject to confirmation of satisfactory performance, they shall be promoted to P-2.

Promotion from G-6/G-7 to International Professional posts

27. Staff at G-6 or G-7 grades (L6, L7, ND6, ND7 in field offices) shall be appointed at the P-2 level.

I. Notification to the Executive Board

Basic Texts, Rules of procedures of the Executive Board, Rule 59

28. The Director-General shall inform the Executive Board of the promotions to the D-1 level and above.

J. The Merit Promotion Programme

Basic principles

29. The basic principles governing the Merit-Promotion programme are the following:

(a) It complements the standard types of promotions in place in the Organization (i.e. competitive selection to a higher-graded post, which is the primary avenue, and job reclassification), which will continue to be granted according to the approved criteria[1];

(b) It is based on merit; evidence of merit through specific examples of demonstrated results shall be required;
(c) The merit-promotion recommendation process shall be integrated in the performance assessment process;

(d) It shall be open, transparent and fair;

(e) Promotions should be granted on the basis of objective criteria such as results, performance, ability to perform at a higher level and mobility (geographical/functional);

(f) There shall be a limited number of promotions granted per biennium, as approved by the Director-General.

Definitions

30. For the purpose of this programme, merit is defined as:

   (a) A demonstrated ability, achievement or contribution that clearly benefits UNESCO’s programmes and/or services;

   (b) Evidenced by critical incidents of superior or excellent performance;

   (c) The staff member must have exceeded the tasks assigned, and have the ability to perform at a higher level than the current grade of his/her post.

Description

31. A merit promotion is a promotion of a person to the next grade, without affecting the grade level of the post occupied.

Eligibility

32. The Merit Promotion programme applies to UNESCO staff members who have served on fixed-term or indeterminate contracts for 4 years, with no promotion during that period.

Merit Promotion quota

33. There shall be, within the merit-promotion quota, a maximum ceiling of merit-promotions for each category (P, G, NO), including separate ceilings for locally recruited General Service in the field.

34. The Director-General shall approve a limited, maximum number of merit-promotions for the biennium within the limits of the budget allocated for merit promotions within the “Reclassification and Merit Promotion Reserve” approved by the General Conference for each biennium. This merit promotion quota shall not exceed 5% of the Organization’s workforce. (For the purpose of this programme, the workforce represents the total number of staff on fixed-term and indeterminate contracts.)

Promotion criteria

35. The main promotion criterion is merit, based on results and performance. The criteria include the following:

   (a) Demonstrated results e.g. substantial, displayed, proven achievements for the Organization which clearly benefit UNESCO’s programmes and/or services;

   (b) Consistent outstanding performance, commitment and integrity, in the accomplishment of the Organization’s objectives in the past 4 years at UNESCO;

   (c) Demonstrated ability to perform at a higher level than the current grade;
(d) For managerial and supervisory levels, demonstrated or proven ability to effectively manage staff and budgets;

(e) Proven geographical and/or functional mobility;

**Ranking of staff: point system**

36. To arrive at an objective ranking of the high performing staff, a point system will apply as follows:

(a) Factors are attributed to each category on the basis of the promotion criteria;

(b) Points, with a maximum value of 10, are attributed to each factor (see paragraph 37);

(c) Each factor has a different weighting, based on the relative importance of each category (geographical mobility, for instance, has a greater weight for Professional staff);

(d) For each factor, points attributed to the candidate are multiplied by the weighting;

(e) Candidates are ranked according to the total number of points obtained;

(f) Merit promotions would be recommended for the top scorers, in their order of ranking, up to the maximum quota of each category.

37. The factors and weights shall be as follows:

<table>
<thead>
<tr>
<th>Factor</th>
<th>Evidenced by</th>
<th>Points</th>
<th>Weight</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Substantial achievements beneficial to the Organization</td>
<td>• Critical incidents, concrete examples of relevance to the results of UNESCO’s programme activities / support services.</td>
<td>(10)</td>
<td>4</td>
<td>40</td>
</tr>
<tr>
<td>2. Consistent outstanding performance for at least 4 years</td>
<td>• Performance evaluation reports over 4 years;</td>
<td>(10)</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>• Other (notes of appreciation etc.).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Demonstrated ability or potential to perform well at the higher grade (based on evaluation of results and contributions)</td>
<td>• For managerial and supervisory levels, demonstrated or proven ability to effectively manage people and budgets;</td>
<td>(10)</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>• Demonstrated competencies when/as identified in competency framework.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Mobility</td>
<td>• The number of duty stations at which P staff have served, for at least one year, in UNESCO (two points by duty station);</td>
<td>(10)</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>• Field service in a hardship field duty station (C, D or E) for at least one year;</td>
<td>(10)</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>• The number of functional moves across work units (one point per move).</td>
<td>(10)</td>
<td>2</td>
<td>20</td>
</tr>
</tbody>
</table>

**Total points: 140**
### Table 5-10: Merit Promotion - General Service Staff (G-1 to G-7) Headquarters/Field

<table>
<thead>
<tr>
<th>Factor</th>
<th>Evidenced by</th>
<th>Points</th>
<th>Weight</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Substantial achievements beneficial to the Organization</td>
<td>• Critical incidents, concrete examples of improvements to UNESCO’s programme activities / support services.</td>
<td>(10)</td>
<td>4</td>
<td>40</td>
</tr>
<tr>
<td>2. Consistent outstanding performance for at least 4 years</td>
<td>• Performance evaluation reports over 4 years; • Other (notes of appreciation etc.).</td>
<td>(10)</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>3. Demonstrated ability or potential to perform well at the higher grade (based on evaluation of results and contributions)</td>
<td>• Demonstrated competencies (supervision skills for staff at G-6 level; other competencies when/as identified in competency framework).</td>
<td>(10)</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>4. Functional Mobility</td>
<td>• Number of moves across work units for staff at HQs and for staff in sizeable field offices (one point per move).</td>
<td>(10)</td>
<td>2</td>
<td>20</td>
</tr>
</tbody>
</table>

This factor does not apply to small Field Offices with less than 20 General Service posts. For these Offices, only three factors apply (1 to 3) for the calculation of points.

**Total points: 100**

### Table 5-11: Merit Promotion - National Professional Officers (NOA to NOD, including NOE where applicable) in the field

<table>
<thead>
<tr>
<th>Factor</th>
<th>Evidenced by</th>
<th>Points</th>
<th>Weight</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Substantial achievements beneficial to the Organization</td>
<td>• Critical incidents, concrete examples of improvements to UNESCO’s programme activities / support services.</td>
<td>(10)</td>
<td>4</td>
<td>40</td>
</tr>
<tr>
<td>2. Consistent outstanding performance for at least 4 years</td>
<td>• Performance evaluation reports over 4 years. • Other (notes of appreciation etc.)</td>
<td>(10)</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>3. Demonstrated ability or potential to perform well at the higher grade (based on evaluation of results and contributions)</td>
<td>• Demonstrated competencies (supervision skills at NOC level and other competencies when/as identified in competency framework).</td>
<td>(10)</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>4. Mobility</td>
<td>• Moves/ Temporary assignments to another work unit. This factor only applies in Field Offices where the number and profile of NPO posts allow it.</td>
<td>(10)</td>
<td>1</td>
<td>10</td>
</tr>
</tbody>
</table>

**Total points: 90**
Recommendations

38. Recommendations for merit promotions are integrated in the performance assessment process. The direct supervisor submits a recommendation for merit promotion at the time of the completion of the biennial performance report. These recommendations must be endorsed by the Directors concerned. Recommendations for merit promotions should be made on a separate form annexed to the performance report of the staff member concerned, and forwarded on confidential basis to the Review Panel through the ADG/Director of Bureau/Director of Field Office concerned.

Review process

39. The Review Panels (which are responsible for reviewing performance reports of staff members in each Sector/Bureau/Office), when reviewing the reports of staff, also examine the recommendations for merit promotions. Each Panel indicates, in particular, whether it supports or not the recommendation, taking into account the established criteria for merit based promotion. In both cases, the Review Panels adds comments to its recommendations.

40. The ADG/Director of Bureau/Office is responsible for endorsing the recommendations for merit promotion, after review by the Review Panels.

Review process in the Field

41. For AOs in the Field, the recommendations for merit promotion, prepared according to the established criteria, are submitted to the Director of the Division of Field Support and Coordination (FSC) who will organise the Review Panel.

42. For local staff in the Field, the recommendations for a merit promotion endorsed by the Head of Field Office are forwarded to the Director of the Division of Field Support and Coordination (FSC).

43. The Director FSC is responsible for endorsing the recommendations for merit promotion for local Field staff and AOs in the Field.

Promotion Panel

44. The Director-General establishes a Promotion Panel chaired by the Deputy Director-General. The Panel is composed of five staff members, including two Directors/Heads of Field Offices, designated by the Director-General, and of one representative from each Staff Association as observers. HRM ensures the Secretariat. In the case of equally divided votes, the Chairperson’s vote is preponderant. All the proceedings of the Promotion Panel are confidential.

45. The Promotion Panel reviews the recommendations endorsed by the ADGs/Directors of Bureaux or Offices/Director FSC and attributes points to each staff member recommended, based on the point system described in paragraphs 36-37. The Promotion Panel also ensures consistency of application of the point system across the Organization. The Panel establishes a list of the top scorers by category, and submits it to the Director-General for decision.

Final approval and communication

46. The Director-General approves the granting of merit promotions.

47. Staff will be promoted to the next grade on a personal basis. The step on promotion is determined in accordance with Staff Rule 104.13 (b) (i). Promotions shall be effective as from the date set by the Director-General. There shall be no retroactivity beyond the biennium during which promotions were granted.

48. Director, HRM notifies the promotion decision to staff concerned. The names of the staff promoted are communicated on the Intranet.
49. Staff promoted on merit who subsequently apply to a post at their personal grade shall be given priority consideration, at equal competence, in the recruitment process.

Staff Regulations
1. **Staff Regulation 4.2**

Staff Rules
1. **Staff Rule 102.2 - Compatibility with classification standards**
2. **Staff Rule 103.4 - Salary increments**
3. **Staff Rule 104.13 - Promotion**

Forms
1. **Form HR 5-4 - Recommendation for Merit based Promotion**

Appendices
1. **Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW**
HR Item 5.9. Transfer

A. Definitions

1. Transfer is defined as the assignment of a staff member to another post within the Organization.

2. Transfer at equal grade is the assignment of a staff member to another post of equal grade within the Organization.

3. Transfer to a post of lower grade is the assignment of a staff member to a post at a lower grade within the Organization.

B. General principles

4. Staff members are subject to the authority of the Director-General and to assignment by him/her, with due regard to their qualifications and experience, to any post in the Organization.

C. Transfer at equal grade

5. Transfers at equal grade may be effected by:

   (a) Appointment of a staff member to a vacant post at his/her grade level following a competitive recruitment process. In such cases, the rules and procedures applicable to the recruitment process apply. For information on the recruitment process for:

      (i) International Professional and above posts, see HR Manual Item 5.3;

      (ii) National Professional Officer posts, see HR Manual Item 5.5;

      (iii) General Service Posts at Headquarters, see HR Manual Item 5.6;

      (iv) General Service posts in the Field, see HR Manual Item 5.7.

   (b) Assignment of a staff member to a vacant post without opening it to recruitment.

Transfer at equal grade without opening a post to recruitment

6. Transfers at equal grade may take place within a Sector/Bureau/Office or across the Organization without opening a post to recruitment. However, whenever possible, post vacancies should be announced even in the event of a transfer at equal grade.

7. Before a transfer decision is taken, the staff member concerned shall be consulted as well as the relevant supervisor(s). Where required, the Director of the Regional Office is consulted on transfers at equal grade of P and above staff. In the case of the Education Sector, the Director of the Regional Office is consulted on transfers at equal grade of P and above staff in the Field Offices covered by the Region.

8. HRM is consulted in the case of a transfer between duty stations (see HR Item 5.10 Geographical mobility)
9. The authority to decide on transfers at equal grade is as follows:

(a) For P and above staff, by the Director-General, on recommendation from the ADG/Director of Bureau/Office/Head of field office concerned,

(b) For General Service staff at Headquarters

(i) Within a Sector/Bureau/Office - by the ADG/Director concerned;

(ii) Across Sectors/Bureaux/Offices - jointly by the ADGs and Directors of Bureaux/Offices concerned, in consultation with HRM.

(c) For General Service and NPO staff within a Field Office, by the Director/Head of Field Office.

Procedure

10. For equal grade transfers within the same Sector/Bureau/Office, the AO concerned submits the Request for Personnel Action (Form HR 5-3) to HRM/SES.

11. For transfers to an equal grade post to another Sector/Bureau/Office, the AO of the receiving organizational unit prepares the Request for Personnel Action (Form HR 5-3) and submits a copy to the AO of the releasing department and HRM/SES.

12. HRM/SES prepares and sends a transfer letter to the staff member, informing him/her of the transfer decision. HRM/SES also sends a Notification of Personnel Action to the staff member, the AO of the receiving department and BFM.

Effective date of transfer at equal grade

13. The transfer shall take effect from the date on which the staff member assumes the duties of the post to which he/she has been transferred. When transferring to another duty station, the effective date is the date when the staff member commences the transfer travel. The appointment letter and the Notice of Personnel Action indicate the effective date of transfer.

14. When a staff member in the Professional category and above is transferred to another organizational unit at Headquarters, he/she shall be available to join that unit within 20 working days of the formal transfer decision. This period may be extended by agreement between the units concerned.

15. When a staff member in the General Service category is transferred to another organizational unit at Headquarters, he/she shall be made available to that unit within 10 working days of the formal transfer decision. This period may be extended by agreement between the units concerned.

16. When a staff member is transferred between duty stations, HRM/SES shall consult the staff member and the field office concerned, following which the effective date of transfer shall be determined.

D. Transfer to a post of lower grade

17. Necessities of service may require abolition of posts, reduction of staff or downgrading of posts that may entail reassignment of staff to posts of lower grade. The provisions of Staff Rule 104.14 do not govern demotions by transfer imposed on staff members as a disciplinary measure on grounds of unsatisfactory conduct under the terms of Staff Rule 110.1 (a).

18. When it is proposed to transfer a staff member to a post of lower grade he or she may elect, in lieu thereof, to be terminated and shall receive notice equivalent to that which would apply in case of termination.
19. If the staff member elects to be terminated he or she shall be treated in all respects as though his or her appointment had been terminated under the Staff Regulations and Rules.

20. If the staff member accepts transfer to a post of lower grade, his or her step in the new grade shall be the step immediately above the salary level before transfer. However, if the previous salary was higher than the salary at the last step of the new grade, the level of his or her remuneration shall be maintained by means of a transitional personal allowance, representing the difference between the two levels of remuneration.

21. In the case of transfer to a post of lower grade because of the abolition of the incumbent’s post, the provisions of paragraph 20 above shall apply from the effective date of abolition only.

**Determining the step-in-grade upon transfer to a post of lower grade**

For information on how the step-in-grade is determined upon transfer to a post of lower grade see HR Manual Item 4.6, paragraph 40.

**Staff Regulations**

1. **Staff Regulation 1.2**

**Staff Rules**

1. **Staff Rule 104.12 - Transfer**
2. **Staff Rule 104.14 - Transfer to a post of lower grade**
3. **Staff Rule 110.1 - Disciplinary measures**

**Forms**

1. **Form HR 5-3 - Request for Personnel Action**
HR Item 5.10. Geographical mobility

A. Definition
1. Geographical mobility is the reassignment of international Professional and higher categories staff (P/D) from one duty station to another.

B. Legal framework
2. The legal basis for geographical mobility is to be found in Staff Regulation 1.2.:
   “Staff Members are subject to the authority of the Director-General, and to assignment by him or her, with due regard to their qualifications and experience, to any post in the Organization. They are responsible to him or her in the exercise of their functions.”
3. In accepting an appointment with the Organization, staff members in the international Professional and higher categories accept to serve the Organization in any post to which they are assigned at Headquarters or in the field.

C. Scope of application
4. Geographical mobility is applicable to all internationally recruited staff in the Professional and higher categories (P/D), on fixed-term appointments, including staff of Category I UNESCO Institutes and Centres, irrespective of the source of funding of the post held.
5. Geographical mobility is not applicable to:
   (a) Staff members appointed to posts “not subject to geographical mobility”;
   (b) Junior Professional Officers;
   (c) Staff members on secondment to the Organization;
   (d) Staff members on Project appointments or on temporary appointments;
   (e) Staff members who are within three years of retirement, except if posted in C, D, E duty stations and in non-family duty stations.

D. Objectives
6. Geographical mobility has three objectives:
   (a) To respond effectively to the operational needs and organizational priorities of the Organization by ensuring that the Organization is able to assign international Professional and higher categories staff with the appropriate competencies, skills and qualifications to all duty stations as and when required;
(b) To provide staff with enriching opportunities which contribute to their career development and professional growth;

(c) To ensure that UNESCO has a mobile, versatile and flexible workforce, with experience of Headquarters and Field operations.

E. Basic Principles

7. The principles underpinning geographical mobility in UNESCO are as follows:

(a) Geographical mobility is driven by operational needs and organizational priorities, i.e. by the need to ensure an effective delivery of UNESCO’s programmes;

(b) Geographical mobility is mandatory and is applicable to internationally recruited staff in the Professional and higher categories holding fixed-term appointments;

(c) Staff mobility is an important element of the Organization’s Human Resources strategy, including HR planning, and an integral part of the staff member’s career development;

(d) Due consideration is given to the preferences of assignment expressed by staff members and to their personal and family circumstances;

(e) Under the geographical mobility programme, field experience shall be an important criterion for promotion of international Professional and higher categories staff. Preference for positions at P-4 will be given to staff who have completed at least one assignment in the field. For promotions to positions at P-5 and above, flexibility and mobility demonstrated by an assignment in different duty stations and/or Sectors/Bureaux/Institutes, will be a recognized asset.

F. Implementation

Duration of Assignment

8. The Geographical mobility review exercise will be guided by the Standard Duration of Assignment (SDA) set for each location, normally corresponding to a continuous period of time that staff members would be expected to spend at the duty station. SDAs vary according to the conditions of life and work in the duty station, and are based on the classification of the duty stations established by the United Nations International Civil Service Commission (ICSC).

9. The Standard Duration of Assignment shall be as follows:

(a) 2 years in Hardship duty stations (D and E) and in non family duty stations;

(b) 4 years in C duty stations;

(c) 5 years in A, B and H duty stations;

(d) 6 years at Headquarters.

The list of UNESCO duty stations with the ICSC classification and the applicable SDA is updated by HRM and available here, see also Key documents below.

10. When initially appointed at Headquarters, staff members at P-1/P-2 grade, including Young Professionals, shall be considered for reassignment to the field after 3 years service at Headquarters in the P-1/P-2 grade level.
11. Whenever the classification of a duty station changes, the standard duration of assignment shall be determined in accordance with the new classification established by ICSC.

12. A change in position or functional area, if occurring within the same duty station, shall result in the extension of the staff member’s SDA by half of the duty station’s SDA.

13. When a staff member in the General Service category is appointed to an international Professional post, the starting date of the SDA shall be the date of his/her appointment to this post.

**Posts not subject to geographical mobility**

14. Certain posts where geographical mobility is not possible due to the technical or specialized nature of their functions or due to the limited number of posts in the field, shall be designated as “not subject to geographical mobility”.

15. HRM, in consultation with Sectors/Bureaux/Field Offices/Institutes, shall establish the list of posts not subject to geographical mobility. This list shall be approved by the Director-General and published every four years. When establishing the list of posts not subject to geographical mobility, the following shall be considered: a) the duties and qualifications required for the position are technical and highly specialized; and b) similar positions, if they exist, are located in the same duty station, making geographical mobility impractical.

**Deferments and waivers**

16. Staff members, in some specific situations, may have their reassignment deferred for a specific period, normally not exceeding two years. Requests for a deferment or a waiver, based on medical or personal/family issues, related to the staff member and/or his/her dependants, should be submitted in writing to the Director-General via DIR/HRM.

17. DIR/HRM may request a review and evaluation of special constraints by the Chief Medical Officer (CMO). When reviewing requests, the CMO will also advise on the duty stations where a staff member may be reassigned.

18. The Sector ADGs / Directors of Bureaux/Field Offices/Institutes may request a deferment of reassignment in the case where mobility of a staff member in the upcoming biennium would be detrimental for programme delivery. A deferment should be fully justified and shall not exceed two years.

19. The Director-General will approve or reject requests for deferment or waiver of geographical mobility. If approved, the reassignment of the staff member concerned shall be deferred and her/his post will not be advertised until the next Mobility exercise. HRM will notify staff members whose deferment/waiver requests have been approved.

**Mobility Exercise (see HR Appendix 5 J Part 1)**

20. There will be one mobility exercise per biennium, which shall be implemented in five steps:

**a) Planning phase**

21. Every biennium, Sectors/Bureaux/Institutes, in collaboration with HRM, prepare geographical mobility projections for the upcoming biennium. The Sector ADGs / Directors of Bureaux ensure that Directors/Heads of Field Offices are consulted in the process.

22. Geographical mobility projections are based on:

(a) Current / anticipated vacancies:
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i. new posts established in the C/5 for the next biennium;

ii. vacant posts (i.e. not yet open to recruitment);

iii. posts to become vacant due to retirement (all P/D posts and Directors/Heads of Field Offices) in the next 12 to 24 months.

(b) Staff members who are due to move (i.e. staff who have reached their SDA).

23. Based on operational requirements and organizational priorities, each Sector/Bureau/Field Office/Institute will review its staffing needs in terms of skills and competencies required for programme delivery.

24. HRM will notify all staff members whose SDA has expired of the launch of the Geographical Mobility exercise, including staff whose deferment/waiver requests have been rejected.

b) Advertisement of Mobility Opportunities

25. HRM will issue a list of the posts to be included in the mobility exercise as identified during the planning phase. For the purpose of this policy, the list of posts will be issued internally for 1 month every two years.

26. The description of each position includes main responsibilities, job-related skills/competencies, language requirements as well as classification of a duty station.

27. Staff members will be required to submit or update their CVs/profiles, and to indicate preferences for up to 5 posts at their grade. Staff members may indicate one post within the same duty station as well as their current post as preferences.

28. When filling or updating their CVs/profiles or expressing interests in the advertised positions, staff members may indicate if they have special circumstances, which they wish to be considered by the Organization regarding a reassignment decision.

c) Review Exercise

29. Upon closure of the advertisement, HRM shall provide Sector ADGs and Directors of Bureaux/Institutes with the following information:

(a) The list of staff members who expressed interest in the posts in the Sector/Bureau/ Field Office/Institute concerned;

(b) The up-dated CVs/profiles, as provided by staff members.

30. Review sessions will take place within each Sector/Bureau/Institute, chaired by the respective ADG/Director, including the Chief, Executive Office (or other designated senior staff), and a HRM representative. Staff members’ profiles will be matched to positions in accordance with the established criteria (i.e. job-related skills/competencies, language skills, length of service, mobility history).

31. Staff members, who have reached their SDA and have not expressed interest in any post, will be considered for mobility review.

32. On the basis of competencies and operational needs of the Organization, a staff member may be considered for a post, for which he/she has not expressed interest.

33. Staff members, who have not reached their SDA, but expressed interest in post(s) advertised will be considered for mobility, if no suitable staff member who is due to move is identified.
34. Current service in D, E or non-family duty stations will be taken into consideration for re-assignment to H, A, B or C duty stations.

35. The Sector ADGs and Directors of Bureaux/Institutes shall ensure that receiving managers, including Directors/Heads of Field Offices, as applicable, are duly consulted on the proposals.

36. Should there be no suitable matching position, the Sector ADG and Director of Bureau/Institute may recommend a continuation-in-post option for the staff member concerned.

37. Sector ADGs and Directors of Bureaux/Institutes will submit proposals for reassignment or for continuation-in-post to the Mobility Review Panels.

d) Mobility Review Panels

38. There shall be two Mobility Review Panels:

(a) the Senior Mobility Review Panel;

(b) the Mobility Review Panel.

Senior Mobility Review Panel

39. The Senior Mobility Review Panel makes recommendations to the Director-General on the reassignment or continuation-in-post of staff members to P-5 and Director posts at Headquarters, and to Director/Head of Field Offices posts.

40. The Senior Mobility Review Panel consists of seven members, i.e. DIR/ODG, DIR/HRM, three ADGs, of whom two are from Programme Sectors and one is from Programme related/Corporate Services, two Field Directors at D-2 level, and is chaired by the DDG. HRM acts as Secretary of the Senior Mobility Review Panel.

41. HRM convenes the Senior Mobility Review Panel and is responsible for the preparation and distribution of the agenda and related documentation for the meeting (i.e. lists and description of posts advertised; list of staff members who are due to move; list of staff for whom deferments/waivers have been approved or rejected; proposals for reassignment or continuation-in-post; CV/profiles, as provided by staff members).

42. The Senior Mobility Review Panel reviews the proposals submitted by Sectors/Bureaux/Institutes. Priority consideration, at equal competence, will be given to staff who are due to move, then to staff who have expressed interest in posts advertised but who have not reached their SDA. The classification of the staff member’s current and previous duty stations will also be taken into account to ensure a balance between successive assignments.

43. The recommendations of the Panel are signed by the Chair and by the members, and transmitted to the Director-General.

Mobility Review Panel

44. The Mobility Review Panel makes recommendations to the Director-General on the reassignment or continuation-in-post of staff members to posts at P1 to P-4.

45. The Mobility Review Panel consists of six members at P-5 and D-1 level, and is chaired by DIR/HRM. There are two alternates for each member of the Mobility Review Panel. Two members will be selected amongst staff from Programme Sectors, the other two will be from Programme related/Corporate Services, and two will be Directors/Heads of Field Offices. HRM acts as Secretary of the Mobility Review Panel. One representative from Staff Associations participates as Observer.
46. Members of the Mobility Review Panel and their two alternates are appointed by the Director-General for a period of four years, after consultation with the Staff Associations. In the absence of one or more members, DIR/HRM appoints alternate members from the list of alternates.

47. HRM convenes the Mobility Review Panel and is responsible for the preparation and distribution of the agenda and related documentation for the meeting (i.e. lists of posts advertised and their descriptions; list of staff members who are due to move; list of staff for whom deferments/waivers have been approved or rejected; proposals for reassignment or continuation-in-post; CV/profiles, as provided by staff members).

48. The Mobility Review Panel reviews the proposals submitted by Sectors/Bureaux/Institutes. Priority consideration, at equal competence, will be given to staff who are due to move, then to staff who have expressed interest in posts advertised but who have not reached their SDA. The classification of the staff member’s current and previous duty stations will also be taken into account to ensure a balance between successive assignments.

49. The recommendations of the Panel are signed by the Chair and by the members, and transmitted to the Director-General. Staff Associations representatives may make written observations on the recommendations made by the Mobility Review Panel.

e) Decision on reassignment

50. The Director-General will take her/his final decision on the recommendations made by the Mobility Review Panels.

51. HRM will notify the Sector ADGs, Directors of Bureaux/Institutes, Directors/Heads of Field Offices and the staff members concerned of the Director-General’s decision.

Vacancies during the biennium

52. Posts that fall vacant in between two mobility exercises will be filled through the established recruitment and/or transfer procedures.

Roles and Responsibilities

53. **Staff members** are responsible for:

   (a) Abiding by the geographical mobility policy;
   
   (b) Submitting or updating their CVs/profiles;
   
   (c) Indicating posts for further reassignment with order of preferences.

54. The **Bureau of Human Resources Management** is responsible for:

   (a) Ensuring a smooth implementation of the geographical mobility policy, in close collaboration with Sectors/Bureaux/Field Offices/Institutes;
   
   (b) Establishing a list of posts “not subject to geographical mobility”, in close collaboration with Sectors/Bureaux/Field Offices/Institutes; submitting this list to the approval of the Director-General and ensuring its publication every four years;
   
   (c) Notifying all staff members concerned of the launch of the Geographical Mobility Exercise;
   
   (d) Issuing a List of posts for mobility opportunities for one month;
   
   (e) Providing Sector ADGs and Directors of Bureaux/Institutes with the list of staff members having expressed interest in posts and their profiles;
(f) Participating in the review/matching exercise carried out within Sectors/Bureaux/Institutes;

(g) Convening the Mobility Review Panels, preparing and distributing the agenda and related documentation for the meeting;

(h) Notifying Sectors ADGs, Directors of Bureaux/Field Offices/Institute and all staff members concerned of the Director-General’s decisions on reassignments;

(i) Monitoring the implementation of the Geographical Mobility Policy;

(j) Submitting a report on the implementation of the geographical mobility to the Director-General as required;

(k) Developing support measures for staff and their families to facilitate their mobility.

55. **Sectors/Bureaux/Institutes** are responsible for:

(a) Ensuring a smooth implementation of the geographical mobility policy, in close collaboration with HRM;

(b) Preparing geographical mobility projections for the upcoming biennium, in collaboration with HRM;

(c) Requesting a deferment of mobility for staff whose mobility in the upcoming biennium would be detrimental for programme delivery, as necessary;

(d) Undertaking review/matching sessions of staff members profiles to positions in accordance with the established criteria;

(e) Ensuring that receiving managers are duly consulted on staff members whose profiles are suitable for positions under their supervision;

(f) Submitting proposals for re-assignments or for continuation-in-post to the Mobility Review Panels.

56. **Mobility Review Panels** are responsible for:

(a) Reviewing proposals on reassignments or continuation-in-post submitted by Sectors/Bureaux/Institutes;

(b) Making recommendations to the Director-General.

**G. Support Measures**

**Financial measures**

57. Staff members are entitled to financial incentives under the Mobility and Hardship scheme implemented by the UN common system. The scheme’s objective is to encourage staff mobility between duty stations and to compensate staff for the difficult living and working conditions that they may incur when assigned to some locations. Under this scheme, a mobility incentive and hardship allowances may be paid as flat amounts to staff at certain duty stations. The amount of the allowances depends on the grade and the hardship of the duty station. The mobility incentive increases according to the number of assignments. Upon a new assignment, staff members are also entitled to a settling-in grant to assist with their installation (see HR Manual Item 4.5 paragraphs 34-55).
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58. Staff assigned to designated hardship duty stations may be eligible for additional incentives, such as non-family service allowance, boarding costs for their school-aged children as well as certain travel entitlements such as Education grant travel or Rest and Recuperation. In locations where very dangerous conditions prevail, staff are also eligible for Danger Pay. (See HR Manual Item 4.5, paragraphs 190-197).

For more details on entitlements see HR Appendix 5 J Part II.

Timing of the Reassignment

59. Following the notification of reassignment, the date of transfer(s) is agreed upon between the releasing and receiving managers, and with the staff member(s) concerned. The transfer should take place within three months of the notification. In the event of disagreement the final decision will be taken by the Deputy Director-General.

60. To the extent possible, reassignment to a different duty station shall take place at a time as so to minimize disruption to the duties involved and to facilitate linkage with leave and school calendar requirements or other personal requirements.

Pre-assignment travel

61. To facilitate their initial installation, staff assigned to D or E duty stations will be granted a one-week pre-assignment mission in order to travel to the new duty station in advance of their assignment to deal with practical arrangements (accommodation, schools and other family issues).

Spouse Support Programme

62. To support staff members and their families, UNESCO participates in the UN System Dual Career and Staff Mobility Programme. This programme coordinates the work of the Local Expatriate Spouse Associations (UN/LESAs) which offer on site support in field and Headquarters duty stations. LESAs are volunteer groups that support the employment and career interests of spouses/partners, by providing information, assistance and job search advice; they assist arriving UN staff and their families to settle into new duty stations and produce practical, country-specific material to assist UN staff (for information click on http://www.unglobalmobility.org).

Monitoring and reporting

63. The Bureau for Human Resources Management will monitor the implementation of the Geographical Mobility.

64. HRM will submit a consolidated report on the implementation of the geographical mobility policy to the Director-General on an annual basis.

Staff Regulations

1. Staff Regulation 1.2
2. Staff Regulation 4.2

Key Documents

1. SDA

Links

1. ICSC: Hardship classification of duty stations

Appendices

1. HR Appendix5J

Published on 16.12.2009 Updated on 10.11.2017
HR Item 5.11. Inter-agency mobility

A. Purpose

1. Inter-agency mobility is important for strengthening the cohesiveness as well as effectiveness of the UN system’s operations and for building a competent, versatile, multi-skilled and experienced international civil service.

B. Legal basis

2. Inter-agency mobility in UNESCO is governed by the Inter-Organization Agreement, as last revised on 23 June 2003, concerning transfer, secondment or loan of staff among the organizations applying the United Nations System of salaries and allowances.

3. Transfers, secondments and loans of UNESCO staff to other Organizations and of the staff of other organizations of UNESCO are governed by the provisions set out in this Agreement. The text of this agreement is contained in HR Appendix 5 B.

C. Eligibility

4. Staff members holding fixed-term and indeterminate contract may be eligible for a transfer, loan or secondment to another Organization.

Definitions

“Secondment” is the movement of a staff member from one organization to another for a fixed period, normally not exceeding two years, during which he will normally be paid by and, except as otherwise provided hereafter, be subject to the staff regulations and rules of the receiving organization, but will retain his rights of employment in the releasing organization. The period of secondment may be extended for a further fixed period by agreement among all the parties concerned.

“Loan” is the movement of a staff member from one organization to another for a limited period, normally not exceeding one year, during which he will be subject to the administrative supervision of the receiving organization but will continue to be subject to the staff regulations and rules of the releasing organization.

“Transfer” is the movement of a staff member from one organization to another under conditions which give him no right to return to the releasing organization. Employment by an organization of a former staff member of another organization, after a break in service not exceeding twelve months, may, with the agreement of the parties concerned, be treated as if it were a transfer;

“Releasing organization” is an organization which transfers, seconds or loans a staff member to another organization pursuant to this agreement;

“Receiving organization” is an organization which accepts a staff member on transfer, secondment or loan from another organization pursuant to this agreement.
D. Secondment

Duration of secondments of UNESCO staff members

5. The period of secondment of a UNESCO staff member on a fixed-term appointment may not extend beyond the expiry date of his/her appointment.

6. The period of secondment of a UNESCO staff member to another Organization is normally from one to a maximum of two years. In exceptional circumstances, an extension beyond two years may be authorized by the Director-General on recommendation of Director, HRM.

Reintegration after secondment

7. A staff member who, at the time of secondment, holds an indeterminate or a fixed-term appointment that will expire after the end of the period of secondment, is given a guarantee in accordance with the following provisions:

(a) If the period of secondment does not exceed two years, the Organization normally gives the staff member a guarantee that he/she will be reintegrated in the post and at the grade held before secondment. If, in exceptional circumstances, it is considered that the post should not be held open for such reintegration, the staff member is given a guarantee that, upon expiry of the period of secondment, he/she will be assigned to a post at the grade held before secondment;

(b) If the period of secondment is extended beyond two years, any guarantee of reintegration in the post held before secondment that may have been given under the terms of paragraph 7 above, is withdrawn and replaced by a guarantee that the staff member will, upon expiry of the period of secondment, be assigned to a post at the grade held before secondment;

(c) The staff member concerned must inform his/her HR Officer in writing before the expiry date of the period of secondment whether he/she intends to return to UNESCO at least:

   (i) two months in advance if the secondment is for a period of up to six months;

   (ii) three months in advance if the secondment is for more than six months but less than one year;

   (iii) four months in advance if the secondment is for one year or more.

8. A staff member who holds a fixed-term appointment that will expire at the same time as the period of secondment is given no guarantee of reintegration in UNESCO. If his/her appointment expires at the same time as an extended period of secondment, any guarantee that may have been given under the terms of paragraph 7 above, is withdrawn.

Extension of the secondment

9. The staff member concerned must submit a request for the extension of the secondment to his/her HR Officer. The HR Officer consults the supervisors concerned and made his recommendations. The staff member will then be notified by HRM as to:

   (a) whether his/her request for the extension of the secondment is approved; and

   (b) the nature of any guarantee given to the staff member regarding reintegration upon expiration of the secondment or, where appropriate the absence or withdrawal of any such guarantee.
E. Loans

Duration of loans of UNESCO staff members

10. The period of loan of a UNESCO staff member on a fixed-term appointment may not run beyond the expiry date of that appointment.

11. The maximum period of loan of a UNESCO staff to another Organization is of one year.

Reintegration after loan

12. A staff member who, at the time of loan, holds an appointment that will expire after the end of the period of loan, is given a guarantee that he/she will be reintegrated in the post and at the grade held before the loan.

Procedures

1. HR Procedure 5-1 - Transfers, secondments and loan

Appendices

1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
2. Appendix 5 K - Inter-Organization Agreement concerning Transfer, Secondment or Loan of Staff among the Organizations applying the United Nations Common System of Salaries and Allowances
Transfers, secondments and loan

Transfers, secondments and loan of UNESCO staff to other Organizations parties to the agreement

How to request

a) The concerned staff member submits via his/her supervisor the request of transfer, loan or secondment to HRM/SES who makes appropriate recommendations to the approving authority.

Who approves

b) The secondments and loans of UNESCO staff to other Organizations are approved by:
   
i) the DG for staff members at P-5 and above;
   
ii) DIR/HRM for staff members at P-1 to P-4 levels;
   
iii) Deputy/DIR/HRM for all other staff members.

Liaising with the receiving organization

c) The HR Officer liaises with the receiving Organization and provides it with all the relevant administrative information concerning the staff member in accordance with the provisions governing the Inter-Organization transfer, secondment or loan of staff.

d) HRM/SES ensures the observance of the provisions governing the transfer, secondment and loan of staff and of the accord and makes all necessary arrangements with the receiving Organization.

e) HRM/SES notifies BB of any payments/reimbursements that may be due between the receiving and the releasing Organizations.

Transfers, secondments and loan of staff from other organization parties to the agreement to UNESCO

f) Secondments of staff from other UN agencies to UNESCO take place through the standard recruitment process.

Liaising with the releasing organization

g) Once a candidate has been selected, the HR Officer liaises with the releasing organization to obtain the following:
   
i) confirmation that the releasing organization agrees to release the staff member;
   
ii) all relevant administrative information regarding the staff member.

h) HRM/SES notifies BB of any payments/reimbursements that may be due between the receiving and the releasing Organizations.
HR Item 5.12. Provisions specific for Category I Institutes and Centres

A. Purpose and scope
1. This HR Manual Item sets out the specific provisions applicable to posts in Category I UNESCO Institutes and Centres in matters of recruitment, promotion and geographical mobility of staff.

B. General principles
2. The management of personnel in Category I Institutes and Centres who have the status of UNESCO staff members shall follow UNESCO HR policies, Staff Regulations and Rules, and shall be exercised in accordance with the delegation of authority from the Director-General to each Director of a Category I Institute or Centre.

C. Delegation of authority
3. The delegation of authority in HR matters is in line with the financial and budgetary autonomy provided through the Statute and other basic texts of each Category I Institute or Centre, as approved by the General Conference.

Concrete decisions by Directors of Category I Institutes and Centres will be taken in accordance with the delegation of authority and after consultation with DIR/HRM and the Director-General, where required.

4. UNESCO’s Staff Regulations and Rules and HR policies apply to staff members working in Category I Institutes and Centres unless otherwise stipulated in the respective Statutes of the Institutes and Centres approved by the General Conference. The Director-General has delegated to each Director authority to manage their personnel up to certain levels as specified below.

Appointmen, extension, promotion and separation of staff members working at Category I UNESCO Institutes and Centres

5. Each Director has the authority to take decisions concerning the appointment, promotion, and separation from service for all General Service staff and for Professional staff from grade P-1 to P-4[1] with the exception of the Director of the UNESCO Institute for Statistics (UIS) who can also take decisions for staff up to the P-5 level, in full respect of the applicable Staff Regulations and Staff Rules, HR policies and the provisions of the HR Manual.

6. The Directors of category I UNESCO Institutes and Centres are also authorized to approve the extension or non-extension of appointments for staff up to the P-5 level, in full respect of the applicable Staff Regulations and Staff Rules, HR policies and the provisions of the HR Manual.

7. Except for those delegated decisions covered in paragraph 5 and 6 above, the decisions for staff at the P-5 and Director levels are taken by the Director-General, upon submission of a recommendation from the Director of the relevant Institute or Centre, generally after consultation by the Director of the governing body of the Institute or Centre and DIR/HRM.
Creation and suppression of posts

8. In accordance with the financial and budgetary autonomy provided through the Financial Regulations of the Special Accounts of each Institute or Centre, the Director decides on the creation or suppression of any post of the Institute/Centre, within the limits of the budget voted by the governing body. Any new post should be accompanied by a post description, established on the appropriate UNESCO form, and should respect the classification norms adopted by the Organization.

Temporary assistance

9. Directors of Category I Institutes/Centres have full autonomy concerning the decision to hire supernumeraries, individual consultants and Service contractors, or any other personnel not falling under the Staff Regulations and Rules. However, the Directors must follow the rules and policies set out in the HR Manual.

D. Geographical representation and gender balance

10. The requirement of equitable geographical distribution applies only to international professional staff of Category I Institutes and Centres occupying established posts financed from the UNESCO programme and budget.

11. In accordance with the Appropriation Resolution in the Programme and Budget (C/5) approved by the General Conference, the posts of Category I Institutes and Centers funded from financial allocations provided by the Organization and from extrabudgetary resources, are not included in the “established posts”, within the meaning of that Appropriation Resolution. Consequently, these posts are not subject to the requirements attached to regular programme posts and are not “geographical posts”. Yet in filling vacant posts, the Directors of Category I Institutes and Centres should bear in mind the need to implement a reasonable geographical distribution and gender balance and pay attention to candidates from under-represented Member States.

[1] P1 to P-3 in the case of the Abdus Salam International Centre for Theoretical Physics (ICTP)
Chapter 6. Leave

6.1. Introduction
6.2. Annual leave
6.3. Sick leave
6.4. Maternity leave
6.5. Paternity leave
6.6. Adoption leave
6.7. Family leave
6.8. National and religious day
6.9. Rest and recuperation
6.10. Special leave
6.11. Study leave
6.12. Parental leave
6.13. Home leave
6.14. Family visit
6.15. Education grant travel
6.16. Unauthorized absence

HR Item 6.1. Introduction

A. Purpose and scope
B. Basic legal documents

A. Purpose and scope

1. This Chapter consolidates the provisions of earlier Administrative Circulars, codifies the current practices for the administration of leave and sets out the policies and procedures for the administration of leave entitlements.

B. Basic legal documents

2. UNESCO Staff Regulations 5.1, 5.1.1, 5.2 and Staff Rules 105.1 to 105.5, 109.8 103.12 and 103.12 bis provide the legal basis for the annual leave, special leave, home leave and family visit entitlements.

3. Staff Regulations 6.1, 6.2 and Staff Rules 106.1, 106.2, 106.2 bis and 106.2 ter provide the legal basis for the entitlement to sick, maternity, paternity and adoption leave.

Staff Regulations

1. Staff Regulation 5.1
2. Staff Regulation 5.2
3. Staff Regulation 6.1
4. Staff Regulation 6.2
5. Staff Regulation 5.1.1

Staff Rules

1. Staff Rule 105.1 - Annual leave
2. Staff Rule 105.2 - Special leave
3. Staff Rule 105.2 bis - Parental leave
4. Staff Rule 105.3 - Home leave
5. Staff Rule 105.4 - Family visit
6. Staff Rule 105.4 bis - Family leave
7. Staff Rule 105.5 - Unauthorized absence
8. Staff Rule 106.1 - Sick leave
9. Staff Rule 106.2 - Maternity leave
10. Staff Rule 106.2 bis - Paternity leave
11. Staff Rule 106.2 ter - Adoption leave
12. Staff Rule 103.12 - Education grant
13. Staff Rule 103.12bis - Special education grant for disabled children
14. Staff Rule 109.8 - Payment of accumulated leave
HR Item 6.2. Annual leave

A. Purpose
1. Annual leave is the approved absence from duty with pay for the purpose of rest and recreation.

B. Eligibility
2. Staff members who hold a fixed-term, indeterminate or temporary appointment are entitled to annual leave.

C. Rate of accrual of annual leave
3. Staff members shall accrue annual leave at the rate of 2½ working days for each calendar month of service on full pay status (or fraction thereof, pro-rata), that is, 30 working days per year. Part-time staff members shall accrue leave on a pro-rata basis.
4. Newly recruited staff members shall accrue annual leave for the first month of service as set out in Table VI-1 attached, based on their day of entry on duty. These provisions shall also apply to staff members returning from special leave without pay or with partial pay of more than one month.
5. For the final month of service, staff members shall also accrue annual leave as set out in Table (VI-1) attached, based on their last day of duty. These provisions shall also apply to staff members who start periods of special leave without pay or with partial pay of more than one month.
6. Annual leave shall not accrue during the following periods:
   (a) unauthorized absence;
   (b) suspension from duty with or without pay under Staff Rule 110.3, unless the period is later reinstated;
   (c) special leave without pay or with partial pay of more than one month;
   (d) special leave with full pay as part of an agreed separation under Staff Regulation 9.1.2;
   (e) extension of appointment solely for the purpose of staff being able to use the full amount of any entitlements to sick, maternity, paternity or adoption leave; and
   (f) compensation in lieu of notice of termination.
D. Use of annual leave

7. Annual leave may be taken in units of days or half days. It only needs to be taken in respect of working days, as defined for each duty station.

8. Annual leave may be taken by staff members only when authorized in advance by their immediate supervisor. Staff members are expected to plan their annual leave, taking account of operational requirements, and to coordinate mutually agreeable timing with their immediate supervisor.

9. Supervisors are expected to accommodate the leave plans of staff members under their supervision to the extent possible, with proper consideration for their personal circumstances and preferences as well as the need to meet operational requirements.

10. Subject to the exigencies of service and authorization by the immediate supervisor, staff members shall not normally be absent on annual leave for more than six weeks at any one time.

E. Service credit while on annual leave

11. During periods of annual leave, service credits shall continue to accrue towards entitlements such as annual leave, sick leave, home leave, family visit, within-grade salary increment, termination indemnity, repatriation grant, death grant, and mobility and hardship allowance.

F. Advance annual leave

12. Staff members may be authorized advance annual leave, on an exceptional basis, for up to a maximum of ten working days provided that their service is expected to continue for a period beyond that necessary to accrue the leave days advanced.

13. No advance annual leave shall be authorized when the annual leave balance is negative at the time of the request.

14. If, on separation, staff members, including ALD, have not accrued sufficient annual leave to offset against any advance leave taken, deductions shall be made from the final payment due to the staff member, or by means of a cash refund. This requirement may be waived on an exceptional basis.

15. Advance annual leave shall be approved by:

   (a) Directors of Divisions/Offices for staff members at Headquarters;
   (b) DIR/FSC for Heads of field offices;
   (c) Heads of Field Office for staff members in field offices.

G. Cancellation/Recall from annual leave

16. Staff members may be recalled from annual leave in cases of emergency.

17. Staff members recalled from annual leave at the Organization’s request are entitled to reasonable compensation for expenses actually incurred because of the recall. Similarly, staff members who are obliged to cancel authorized annual leave arrangements due to service exigencies are entitled to reasonable compensation for loss of expenditure already incurred, such as travel expenses. In such cases, staff members may submit a request for reimbursement with supporting documentation to the Administrative Officer.
H. Carrying forward annual leave

18. The annual leave year runs from 1 January to 31 December.

19. Staff members on fixed-term, indeterminate or temporary appointments may accumulate and carry forward annual leave up to a maximum of 60 working days beyond 31 December of each year. Any accrued annual leave in excess of this maximum shall be automatically forfeited on 1 January of the following year.*

20. deleted

21. Staff members on part-time status may carry forward accrued annual leave on a prorated basis (e.g. half-time staff may accrue and carry forward up to 30 full working days, equivalent to 60 half-time days). Staff members changing from full-time to part-time status shall retain their accrued annual leave.

* Special transitional arrangements apply during 2010. The annual leave cycle starts on 1 March 2010 and ends on 31 December 2010. Thereafter, the leave cycles will be aligned with the calendar year starting 1 January 2011, and subsequently on 1 January each year. Any accumulated leave in excess of 60 days on 1 March 2010 will be forfeited. Any accumulated leave in excess of 60 days on 1 January 2011 will be also forfeited, and subsequently on 1 January of each year.

I. Payment of accrued annual leave on separation

22. Accrued annual leave can be compensated by a cash payment only upon final separation from service or upon special leave without pay pending reassignment. Compensation shall be limited to a maximum of 60 working days for staff members with a fixed-term, indeterminate or temporary appointment (prorated for part-time staff members).

23. No annual leave shall accrue for any periods of accrued annual leave for which a staff member receives cash compensation.

J. On inter-organization transfer or exchange of staff members

24. In accordance with the UN Inter-Organization Agreement concerning transfer, secondment or loan, staff members shall carry forward any accrued annual leave to the Receiving Organization. However, Organizations should allow staff members, whenever possible, to use all annual leave accrued while in service prior to their inter-organization transfer or exchange.

K. Annual leave record and balance

25. Staff members shall be held personally responsible for ensuring the accuracy of their leave records in TULIP (UNESCO’s On-line Attendance Management System).

Procedures
1. HR Procedure 6.1 - Annual leave
2. HR Procedure 6.2 - Advance annual leave

Staff Regulations
1. Staff Regulation 5.1

Staff Rules
1. Staff Rule 105.1 - Annual leave
2. Staff Rule 109.8 - Payment of accumulated leave

Links
1. TULIP

Published on 16.12.2009 Updated on 10.11.2017
Annual leave

Staff members

a) Staff members are required to submit their request for annual leave in advance using TULIP. The request is automatically routed to their immediate supervisor for approval.

b) Staff members who wish to change the dates of any authorized annual leave need to cancel the original request and submit a new request for approval.

Immediate supervisors

c) Immediate supervisors are responsible for approving annual leave requests in TULIP. In so doing, supervisors are expected to accommodate the leave plans of staff members under their supervision to the extent possible, with proper consideration for their personal circumstances and preferences as well as the need to meet operational requirements.

d) As part of their managerial responsibilities, immediate supervisors are required to monitor the proper recording in TULIP of all types of leave, including annual leave, taken by staff members under their immediate supervision.
Advance annual leave

Staff members

a) Staff members may request advance annual leave in TULIP.

Immediate supervisors

b) Immediate supervisors are responsible for clearing any requests for advance annual leave in TULIP. Requests are then routed automatically to Director of Division/Office, DIR/BFC or Head of field office for approval.

Directors of Divisions/Offices, DIR/BFC or Heads of field offices

c) Directors of Divisions/Offices, DIR/BFC or Heads of field offices are responsible for approving advance annual leave in TULIP, following the clearance by the immediate supervisor.
HR Item 6.3. Sick leave

A. Purpose and eligibility
1. Sick leave is granted to staff members who are medically unfit for work.

B. Charging sick leave
2. Sick leave is applicable to working days only. The minimum unit of sick leave is a half day.

C. Uncertified sick leave
3. Staff members who are medically unfit for work may take periods of uncertified sick leave for up to seven working days within a period of one calendar year (or fraction thereof, on a prorated basis), subject to a maximum of three consecutive working days at any one time.

4. On their first day of absence from duty, staff members must notify their immediate supervisor. If a supervisor is not available, they must notify the secretary of the Director of Bureau, Office, Division, Section or Head of field office (or the staff designated for this purpose), or the AO.

5. Any sick leave absence in excess of three consecutive working days must be supported by a valid medical certificate, to be submitted directly to the Chief Medical Officer (CMO).

6. Once the ceiling of seven working days of uncertified sick leave within a period of a calendar year has been exhausted, all sick leave absence must be supported by a valid medical certificate drawn by the attending physician and submitted directly to the CMO.

7. Any uncertified sick leave which exceeds the uncertified sick leave ceiling shall be deducted from annual leave or, when the annual leave balance is insufficient, be counted as special leave without pay.

8. Staff members may also use part or all of the uncertified sick leave entitlement to attend to family-related emergencies, subject to approval by the immediate supervisor.

9. In addition, staff members holding indeterminate or fixed-term appointments and with at least two children in their household may be granted three additional working days of leave to attend to family-related emergencies.
D. Certified sick leave

11. Any absence due to illness which is not covered by the conditions of uncertified sick leave above must be supported by a medical certificate from a qualified medical practitioner, certifying that the staff member is medically unfit for work and stating the likely duration of incapacity and the expected date of return to work. The medical certificate must be obtained not later than the fourth working day following a staff member’s initial absence from duty and shall be sent directly to the CMO.

12. The reason for a medical absence must be indicated on the medical certificate for periods of certified sick leave of more than ten days. Medical certificates are confidential documents and the staff member shall send these directly to CMO. They shall not be sent through administrative channels, for example, the AO or the HR Officer.

13. A new medical certificate must be submitted every time the sick leave period is extended beyond the date shown on the medical certificate submitted.

E. Approval of Certified sick leave by Chief Medical Officer (CMO)

14. It is the responsibility of the CMO to approve certified sick leave based on the medical certificate from the attending physician.

15. If CMO examines a staff member in person and considers that the staff member is medically unfit for work, he/she may grant certified sick leave to the staff member.

16. If CMO is not satisfied that sick leave was or is justified, he/she may review the sick leave request and make appropriate checks, including:

(a) requiring the staff member to undergo an examination by a UNESCO-designated physician or
(b) referring the case to a Board composed of the CMO, the staff member’s attending physician and a third medical practitioner acceptable to both CMO and the staff member’s attending physician.

17. If the CMO is satisfied that the staff member is fit to return to work and sick leave was not or is no longer justified, the sick leave request may be rejected and the days of absence charged to annual leave, if any, or to special leave without pay.

18. A staff member may be authorized by the CMO to take half time sick leave for a period of up to three months if unable to resume full time working. This period may be extended in exceptional cases.

19. All staff members who have been absent on sick leave for more than 15 working days are required to report to CMO following their return to work.
F. Obligation to remain at the duty station while on sick leave

20. While on sick leave, staff members are required to remain at the duty station and must seek the prior approval of CMO or his designated alternate if they wish to leave the duty station. If such request is approved, the staff member shall provide contact details to the ADG, Director of Bureau/Office or Head of field office and to CMO. Staff members who leave the duty station without approval while on sick leave shall be refused the benefits of sick leave.

G. Contagious disease or quarantine

21. Staff members shall immediately notify CMO, or his designated alternate, if there is a contagious disease or quarantine order affecting their household. In such cases, or in other conditions which may affect the health of others, CMO shall decide whether the staff member should be requested to stay away from the office. If so, CMO shall inform the ADG, Director of Bureau/Office or the Head of field office, providing advice on any other precautionary measures that should be taken. The staff member shall receive full salary and emoluments for any such period of authorized absence, to be charged to special leave with full pay.

H. Illness during annual leave

22. If an illness or injury occurs during a period of annual leave, sick leave may be approved on the production of a medical certificate if the illness or injury is of more than five working days in any seven-day period. In such cases, staff members shall submit a medical certificate directly to CMO as soon as practicable and, in any event, immediately on return to duty, in order that he/she can decide whether the period of leave concerned should be charged to certified sick leave.

23. If at the end of annual leave a staff member is unable to return to duty because of ill health, such absence shall only be charged to certified sick leave upon presentation of a medical certificate, subject to approval by the CMO.

24. If the CMO is satisfied that the staff member is fit to return to duty and/or sick leave is or was not justified, he/she may reject a certified sick leave request. In such cases, any absence not approved shall remain charged to annual leave. Any period of illness of five days or less occurring during a period of annual leave, even if certified, shall remain charged to annual leave.

25. Uncertified sick leave shall not be authorized during periods of annual leave.

I. Illness during maternity, paternity or adoption leave

26. No sick leave shall be granted during maternity, paternity or adoption leave. If at the end of such leave a staff member is unable to return to work because of ill health, such absence shall only be charged to sick leave upon presentation of a medical certificate, subject to approval by the CMO.

J. Maximum sick leave entitlements

27. The maximum sick leave (including certified and uncertified sick leave) ceiling for staff members holding a fixed-term, indeterminate or temporary appointment is based on the total length of past continuous service and the unexpired portion of the current appointment, as follows:

(a) If the total length of service is three years or more, the sick leave ceiling shall be 192 working days on full pay status, 192 working days on half pay status, in any period of four consecutive years.

(b) If the total length of service is equal to or exceeds one year but is less than three years, the sick leave ceiling shall be 64 working days on full pay status, 64 working days on half pay status, in any period of twelve consecutive months.
(c) If the total length of service is less than one year, the sick leave ceiling shall be 24 working days per year, accrued at the rate of 2 working days per full month of continuous service.

(d) In calculating sick leave entitlements, extensions of appointment granted during the period of sick leave shall not be taken into account.

28. Staff members are credited with the full amount of sick leave which will accrue during the period of their appointment. Should separation occur before the expiration date of the appointment, the sick leave entitlement shall be recalculated on the basis of the actual period of service.

29. deleted.

30. deleted.

31. Entitlement to sick leave shall lapse on the effective date of separation from service.

32. The sick leave entitlements of individual staff members may be viewed in TULIP.

See TULIP/Leave Status/Sick Leave Ceiling.

K. Service-incurred illness or injury

33. Sick leave taken for illness or injury attributable to the performance of official duties shall not be counted towards a staff member’s maximum sick leave ceiling.

For information on service-incurred illness or injury compensation, see HR Manual Item 7.4.

L. Extension of appointments during sick leave

34. The appointment of a staff member on sick leave due to expire before their sick leave ceiling has been exhausted shall be extended to permit him/her to exhaust his/her sick leave ceiling in full. This ensures that a staff member falling ill towards the end of an appointment can exhaust the full entitlement to sick leave in the same way as staff falling ill at the beginning of an appointment.

35. Appointments extended solely to permit staff members to exhaust their sick leave ceiling shall not give rise to any further entitlements (including annual leave, sick leave, home leave, within-grade salary increment), except for repatriation grant and death benefit.

M. Sick leave on full pay

36. During periods of sick leave on full pay, service credits continue to accrue towards entitlements including annual leave, sick leave, home leave, family visit, within-grade increment, termination indemnity, repatriation grant, death grant, and mobility and hardship allowance, unless the special provisions contained in paragraphs 34 and 35 above apply.

37. A staff member’s balance of sick leave days on full pay status at any given time can be calculated by deducting the number of sick leave days taken during a given period from the staff member’s entitlement to sick leave on full pay, as defined in paragraph 27 above.

N. Sick leave on half pay

38. Staff members who have exhausted their sick leave on full pay entitlement shall be placed on sick leave on half pay, where such entitlement exists. In such cases, CMO informs the HR Officer (HRM) that the entitlement to sick leave on full pay has been exhausted who, in turn, issues a Notification of Personnel Action, copied to the staff member and BFM/Payroll.

39. To maximize the duration on full pay status during sick leave, staff members who exhaust their entitlement to sick leave on full pay may:
(a) combine sick leave on half pay with half time work, subject to authorization by CMO;
(b) use any accrued annual leave before being placed on sick leave on half pay; or
(c) supplement the sick leave on half pay with a half day of any accrued annual leave until this is exhausted. In such cases, contributions to the UN Pension Fund and to the Medical Benefits Fund shall continue to be paid in full.
(d) Thereafter, staff members shall be placed on actual half-pay status.

40. A staff member’s balance of sick leave days on half pay status at any given time can be calculated by deducting the number of sick leave days on half pay taken during a given period from the staff member’s entitlement to sick leave on half pay, as defined in paragraph 27 above.

41. Staff members who are on sick leave on half pay (which is not combined with half-day annual leave or half-day of work) shall receive:

(a) half their base salary and post adjustment, where applicable; and
(b) half the amount of the family allowance, language allowance, education grant, mobility and hardship allowance and rental subsidy. Allowances and benefits linked to the performance of functions under defined circumstances (e.g. night differential, special post allowance, etc.) shall not be payable.

42. During periods of sick leave on half pay, staff members shall continue to pay a full contribution to the Medical Benefits Fund (MBF) i.e. UNESCO shall pay 25% of the overall contribution, the staff member shall pay 75%.

43. Periods of sick leave on half pay shall not affect the accrual of service credit towards within-grade salary increment, home leave, termination indemnity and repatriation grant.

O. Disability cases

44. When a staff member has used up all of his/her entitlement to sick leave on full pay and has been placed on sick leave on half pay status, CMO shall review the case to determine whether the staff member should be considered for a disability benefit under Article 33 (a) of the UN Pension Fund Regulations.

For information on disability benefit under UNJSPF, see Regulations and Rules of the UNJSPF, Article 33 and HR Manual Item 7.3.

For information on the termination of appointment for reasons of health under Staff Regulation 9.1, see HR Manual Item 10.5, Termination/ Termination for health reasons, paragraphs 41 to 62.

P. Exhaustion of sick leave entitlements

45. If the staff member remains medically unfit for work after exhausting his/her sick leave ceiling on full pay and half-pay status, any further certified sick leave shall be charged to any accrued annual leave. Should further absence prove necessary, the staff member shall be placed on special leave without pay until such time as he/she can return to work or until the expiration or termination of his/her appointment.

46. CMO shall inform the HR Officer (HRM) when the entitlement to sick leave on half pay has been exhausted, who, in turn, issues a Notification of Personnel Action, copied to the staff member and BFM/Payroll.

47. deleted, see AC/HR/51
UNESCO HR Manual

Chapter 6. Leave

Procedures
1. HR Procedure 6.3 - Sick leave

Staff Regulations
1. Staff Regulation 6.2

Staff Rules
1. Staff Rule 106.1 - Sick leave

Key Documents
1. Regulations, rules and pension adjustment system of the UN joint staff pension fund

Links
1. TULIP

Appendices
1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
2. Appendix 7 A - Rules of the UNESCO Medical Benefits Fund
Sick leave

Staff members

Uncertified and certified sick leave

a) On their first day of absence from duty, staff members are required to notify their immediate supervisor, by telephone or e-mail, about their absence due to illness or injury and, where possible, their likely duration of their absence. If the supervisor is not available, the staff member must inform a Secretary/Assistant in the Organizational unit concerned or AO in the field office.

b) If the absence continues beyond 3 working days, staff members must notify their immediate supervisor or, if not available, the Secretary/Assistant in the Organizational unit concerned or the AO/AA (or an Assistant/Secretary) in the field office or his/her designated alternate.

c) The staff member is responsible for entering the sick leave request (uncertified and certified) in TULIP within 3 working days following the beginning of the leave.

d) If the staff member is unable to enter the request, he/she shall ask (by phone, mail or e-mail) the Secretary/Assistant in the Organizational unit concerned or AO/AA (or an Assistant/Secretary) in the field office to enter a tentative number of days of absence.

e) The request is then automatically routed to the immediate supervisor (for uncertified sick leave) or CMO (for certified sick leave) for approval.

f) If there is a need to subsequently correct the number of sick leave days taken, the staff member shall enter in TULIP a modified request, with the final number of days of absence.

g) While on sick leave, staff members are required to remain at the duty station and must seek the prior approval of CMO or his designated alternate, if they wish to leave the duty station. If the request is approved, the staff member shall provide contact details to the ADG, Director of Bureau or Head of Field Office, and CMO. Staff members who leave the duty station without approval while on sick leave shall be refused the benefits of sick leave.

Certified sick leave

In the case of certified sick leave, staff members must obtain a medical certificate established by a duly qualified physician, indicating the reason for the sick leave and the likely duration of absence. The staff member concerned, when registering his/her sick leave request, shall upload the medical certificate in Tulip. Only the medical service has access to the uploaded medical certificates. The original medical certificate shall be retained by the staff member.

TULIP

Immediate supervisors

h) Immediate supervisors are responsible for approving uncertified sick leave requests in TULIP. The staff member is automatically informed of the decision.

As part of their overall managerial responsibilities, immediate supervisors are required to monitor proper recording in TULIP of all types of leave, including sick leave, taken by staff members under their immediate supervision.
Chief Medical Officer

i) The CMO is responsible for reviewing medical certificates submitted by staff members and for approving requests for certified sick leave in TULIP, indicating the exact dates of certified sick leave approved. The staff member and his/her immediate supervisor are automatically informed about the decision.

j) The CMO is also responsible for approving requests from the staff member to leave the area of the duty station during periods of sick leave and requesting contact details.

k) The CMO may reject a request for certified sick leave in full, or in part, in any of the following cases:

i) No medical certificate has been submitted;

ii) The medical certificate does not cover the entire period of absence requested as certified sick leave; or

iii) The CMO decides that sick leave is no longer justified, in full or a part thereof.

Any sick leave which is not certified and which exceeds the uncertified sick leave ceiling shall be deducted from annual leave or, when the annual leave balance is insufficient, shall be counted as special leave without pay.

In such cases, the Secretary/Assistant in the Organizational unit concerned or AO/AA (or an Assistant/Secretary) in the field office shall submit a request for annual leave or special leave without pay in TULIP to the immediate supervisor for validation. HRM/SES and the staff member shall be notified through TULIP accordingly.
HR Item 6.4. Maternity leave

A. **Purpose**
1. Staff members are entitled to sixteen weeks of maternity leave with full pay.

B. **Eligibility**
2. Staff members with a fixed-term, indeterminate or temporary appointment are eligible for maternity leave with full pay upon presentation of a medical certificate stating the probable date of confinement.

C. **Period of maternity leave**
3. Maternity leave is granted for a period of sixteen weeks, normally consisting of six weeks before the probable date of confinement and ten weeks after the probable date of confinement.

4. Maternity leave may commence, at the choice of the expectant mother, between the sixth and the third week before the probable date of her confinement. At her request, the leave may commence only two weeks before the probable date of confinement, provided that the Chief Medical Officer (CMO) certifies that her state of health allows her to discharge her duties properly. In no cases shall maternity leave start less than two weeks before the probable date of confinement.

5. Maternity leave shall in no case finish less than eight weeks after the actual date of confinement. Table 6 -2 shows the options for maternity leave before and after the probable date of confinement.

<table>
<thead>
<tr>
<th>Pre-natal period</th>
<th>Anticipated date of confinement</th>
<th>Post-natal period</th>
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</thead>
<tbody>
<tr>
<td>Flexible period</td>
<td>Mandatory period</td>
<td>Post-natal period</td>
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<tr>
<td>6 to 3 weeks before</td>
<td>2 weeks before</td>
<td>Mandatory period</td>
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<td></td>
<td>Flexible period</td>
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<td></td>
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<td>From 9 to 14 weeks after</td>
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</tbody>
</table>

**Table 6 -2 – Pre- and post-natal maternity leave**

6. If the maternity leave period prior to the confinement extends more than six weeks as a result of a miscalculation on the part of the attending physician, a staff member shall nevertheless be allowed the minimum of ten weeks of maternity leave after the confinement.
7. In the event of a child’s death during or after birth, staff members shall still be entitled to the full duration of maternity leave.

D. Extended maternity leave in exceptional cases

8. In exceptional circumstances, such as multiple births, disability, serious injury or illness of the child, staff members shall be granted four weeks of additional paid leave, subject to the approval of CMO based on a medical certificate from the attending physician.

E. Extended maternity leave for breastfeeding - see HR Item 6.10 "Special Leave", paragraph 1bis

9. deleted

F. Reduced working hours for breastfeeding

10. Staff members who return to duty following maternity leave may take up to two hours per day to breastfeed the newborn child until the child reaches the age of nine months. Staff members wishing to use reduced working hours for breastfeeding shall inform in advance their immediate supervisor for work planning purposes.

G. Flexible work schedule combined with maternity leave

11. Staff members who opt for a shorter period of maternity leave prior to confinement may also opt to combine maternity leave with part-time work between the sixth and the beginning of the second week before the probable confinement date. Part-time work can also be combined with maternity leave after the confinement, starting after the eighth week following the confinement. Such requests are subject to clearance by CMO. In these cases, maternity leave shall be extended by the amount of part-time work that is combined with maternity leave.

H. Illness during maternity leave

12. No sick leave shall be granted during maternity leave. If at the end of such leave a staff member is medically unfit for work, such absence shall be charged to sick leave on presentation of a medical certificate, subject to the approval of CMO.

I. Extension of appointment for reasons of maternity leave

13. A staff member shall not be separated from service on the basis of non-renewal of contract or the termination of appointment during her maternity leave, except in cases of summary dismissal (Staff Regulation 10.2) and agreed separation (Staff Regulation 9.1.2). Except in these two cases appointments shall be extended to allow the staff member to exhaust her entitlement to maternity leave.

J. Service credit while on maternity leave

14. During periods of maternity leave, service credits shall continue to accrue towards entitlements including annual, sick and home leave; family visit; within-grade salary increment; termination indemnity; repatriation grant; death grant, and mobility and hardship allowance.

15. During periods of extension of an appointment solely for the purpose of allowing the staff members on maternity leave to exhaust their entitlement, no service credits shall accrue except for the repatriation grant.

K. Official holidays while on maternity leave

16. No compensation is granted for any official holidays that fall during the period of maternity leave.
Procedures
1. HR Procedure 6-4 - Maternity leave and extended maternity leave for breastfeeding

Staff Regulations
1. Staff Regulation 6.2
2. Staff Regulation 9.1; 9.1.1; 9.1.2
3. Staff Regulation 10.2

Staff Rules
1. Staff Rule 106.2 - Maternity leave

Links
1. TULIP

Appendices
1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
Maternity leave and extended maternity leave for breastfeeding

Staff members

a) Staff members must notify their immediate supervisor as early as possible of their intention to take maternity leave and the likely period of absence.

b) Staff members must submit directly to CMO, as early as possible and no later than three months before the probable date of confinement, a medical certificate confirming their condition and the probable date of confinement. They shall enter their request for maternity leave in TULIP as soon as they have decided when they want their maternity leave to start. The request is automatically routed to the CMO, and copied to the supervisor. No maternity leave can start without the prior approval of the CMO.

c) Staff members wishing to start their maternity leave between the third week and the beginning of the second week before the probable date of confinement shall submit to CMO a medical certificate from the attending physician stating their fitness to work. Staff members must also enter their request in TULIP, as necessary; this request is automatically routed to CMO, and copied to the supervisor.

d) Staff members must inform their immediate supervisor as soon as possible if they intend to take:

   i) extended maternity leave in exceptional cases;
   ii) extended maternity leave for breastfeeding; and/or
   iii) reduced working hours for breastfeeding.

e) In such cases, staff members must submit to the CMO a medical certificate from the attending physician confirming breastfeeding or the circumstances warranting extended maternity leave, and enter their request for extended maternity leave in TULIP.

Secretary of the Director of Bureau/Office/Division/Section

f) If staff members are unable to enter their request in TULIP personally, the Secretary of the Director of the Bureau/Office/Division/Section, the Head of field office or the AO shall enter the request on the staff member’s behalf.

Chief Medical Officer

g) The CMO is responsible for reviewing medical certificates submitted by the staff member and approving requests for maternity leave or extended maternity leave in TULIP, indicating the exact periods of absence which have been approved. The staff member, immediate supervisor and AO are informed automatically about the CMOs decision.
<table>
<thead>
<tr>
<th>A. Purpose and eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Eligible staff members holding a fixed term or indeterminate appointment are entitled to paternity leave on full pay (pro rata for part-time staff members) to enable them to spend time with a newly born child.</td>
</tr>
<tr>
<td>B. Period of paternity leave</td>
</tr>
<tr>
<td>2. Staff members at Headquarters and in family duty stations in the field shall be entitled to up to 4 weeks of paternity leave.</td>
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<tr>
<td>3. Staff members shall be entitled to up to 8 weeks of paternity leave in non-family duty stations or in the following cases:</td>
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<tr>
<td>(a) death of the mother of the child;</td>
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<tr>
<td>(b) inadequate medical facilities upon approval of the Chief Medical Officer (CMO); or</td>
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<tr>
<td>(c) complications encountered during the pregnancy upon approval of the CMO.</td>
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<tr>
<td>4. Paternity leave may be taken at any time during the child’s first year, either continuously or in separate periods. It may be used only once in each twelve-month period.</td>
</tr>
<tr>
<td>5. Paternity leave is not mandatory and is only granted on request from the staff member. It can be exercised fully, partly or not at all.</td>
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<tr>
<td>6. In the event of the child’s death during or after birth, the staff member shall be entitled to the full duration of paternity leave.</td>
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<td>C. Flexible work schedule combined with paternity leave</td>
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<tr>
<td>7. Paternity leave can be combined with part-time work on the request of the staff member.</td>
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<tr>
<td>D. Illness during paternity leave</td>
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<tr>
<td>8. No sick leave shall be granted during paternity leave. If at the end of such leave a staff member is medically unfit for work, such absence shall be charged to sick leave on presentation of a medical certificate, subject to the approval of CMO.</td>
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<tr>
<td>E. Service credit while on paternity leave</td>
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<tr>
<td>9. During periods of paternity leave service credits shall continue to accrue towards entitlements including annual, sick and home leave; family visit; within-grade salary increment; termination indemnity; repatriation grant; death grant and mobility and hardship allowance.</td>
</tr>
</tbody>
</table>
F. Official holidays while on paternity leave

10. No compensation is granted for any official holidays that fall during the period of paternity leave.

Procedures
1. HR Procedure 6-5 - Paternity leave

Staff Rules
1. Staff Rule 106.2 bis - Paternity leave

Links
1. TULIP

Appendices
1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
Paternity leave

Staff members

a) Routed to HRM/SES.

b) Staff members must enter a request for paternity leave in TULIP at least one month before the anticipated period of paternity leave. The request is automatically routed to their immediate supervisor.

c) At the same time, staff members must submit to their HR Officer (HRM/SES) a request for paternity leave and the following supporting documents:

   i) if the request is submitted before birth, a certificate from the attending physician attesting to the expected date of confinement;

   ii) if the request is submitted after birth, a copy of the birth certificate. This document will be required should the staff member wish to claim dependency status for the child, including the child allowance.

Immediate supervisors

d) Immediate supervisors are responsible for approving the absence on paternity leave in TULIP. The cleared request is automatically routed to HRM/SES.

HR Officers

e) HR Officers review requests for paternity leave on the basis of the supporting documentation submitted by the staff member. If the requirements for paternity leave are met, HR Officers shall approve the entitlement in TULIP. The staff member and his immediate supervisor are automatically informed about the decision.
HR Item 6.6. Adoption leave

A. Purpose

1. Eligible staff members holding a fixed term or indeterminate appointment are entitled to adoption leave on full pay (prorata for part-time staff members) to enable them to spend time with a newly adopted child.

B. Eligibility

2. To qualify for adoption leave, all of the following criteria must be met:

   (a) the child is legally adopted and recognized as a dependant under Staff Rule 103.9; in the case of customary adoption, the staff member concerned has the obligations of a parent by virtue of a legal instrument;

   (b) the child is under the age of 18 at the time of adoption;

   (c) the child is not a stepchild, brother or sister;

   (d) the child has not previously lived with the staff member for an extended period of time.

For more information on legal adoption see HR Manual Chapter 4, Salaries and allowances, HR Manual Item 4.5, paragraph 20 (child allowance/legal adoption).

C. Period of adoption leave

3. Adoption leave consists of eight weeks of special leave with full pay, normally starting on the date of the adopted child’s arrival in the adoptive parent’s home, although it may be taken at any time during the first year of the child’s arrival in the parent’s home. The adoptive parent has the option, however, to take up to four weeks of adoption leave during the period preceding the arrival of the child. Adoption leave may be taken as one continuous period or two periods of equal or different duration each.

4. Adoption leave is not mandatory and is only granted on request from the staff member. It can be exercised fully, partly or not at all.

D. Flexible work schedule combined with adoption leave

5. Adoption leave can be combined with part-time work on the request of the staff member.
E. **Illness during adoption leave**

6. No sick leave shall be granted during adoption leave. If at the end of such leave a staff member is medically unfit for work, such absence shall be charged to sick leave on presentation of a medical certificate, subject to the approval of CMO.

F. **Expiration or termination of appointment while on adoption leave**

7. A staff member shall not be separated from service on the basis of non-renewal of contract or the termination of appointment during the adoption leave except in the case of summary dismissal (Staff Regulation 10.2) and agreed separation (Staff Regulation 9.1.2). Except in these two cases, appointments shall be extended to allow the staff member to exhaust his/her entitlement to adoption leave.

G. **Service credit while on adoption leave**

8. During periods of adoption leave, service credits shall continue to accrue towards entitlements including annual, sick and home leave; family visit; within-grade salary increment; termination indemnity; repatriation grant; death grant and mobility and hardship allowance.

9. When an appointment is extended solely for the purpose allowing the staff member on adoption leave to exhaust their entitlement, no service credits shall accrue except for repatriation grant.

H. **If both adoptive parents are staff members**

10. When both adoptive parents are staff members and eligible for adoption leave, both may request adoption leave. However, the total period of their combined adoption leave may not exceed ten weeks.

I. **Official holidays while on adoption leave**

11. No compensation is granted for any official holidays that fall during the period of adoption leave.

**Procedures**

1. **HR Procedure 6.6 - Adoption leave**

**Staff Regulations**

1. **Staff Regulation 9.1; 9.1.1; 9.1.2**
2. **Staff Regulation 10.2**

**Staff Rules**

1. **Staff Rule 103.9 - Definition of dependants**
2. **Staff Rule 106.2 ter - Adoption leave**

**Links**

1. **TULIP**
Adoption leave

Staff members

a) Staff members must enter their request for adoption leave in TULIP at least one month before the probable period of adoption leave. The request is automatically routed to their immediate supervisor.

b) At the same time, staff members must submit to their HR Officer (HRM/SES) a request for adoption leave and the following supporting documents:

   i) the birth certificate of the child or equivalent legal documentary evidence of birth; and
   ii) official documentary evidence of legal adoption or customary adoption of the child.

For information on such documentary evidence required, please see HR Manual Item 4.5, Table 4-2 and HR Procedure 4.8, Child allowance.

Immediate supervisors

c) Immediate supervisors are responsible for approving the absence on adoption leave in TULIP. The cleared request is automatically routed to HRM/SES.

HR Officers

d) HR Officers review requests for adoption leave on the basis of the supporting documentation submitted by the staff member. If the requirements for adoption leave are met, HR Officers shall approve the entitlement in TULIP. The staff member and his immediate supervisor are automatically informed about the decision.

For information on parental leave, see HR Manual Item 6.10.
HR Item 6.7. Family leave

A. Purpose and eligibility
1. Family leave is granted to allow staff members with a fixed-term, indeterminate or temporary contract to attend to family emergencies or other family-related situations such as:
   (a) death, serious injury or illness of a spouse, mother, father, child or a close relative, such as a brother or sister;
   (b) breakdown in parental obligations, child care or educational arrangements, that may occur during normal working hours;
   (c) major damage to the household which requires the staff member’s immediate presence.

B. Use of uncertified sick leave
2. Staff members holding a fixed-term, indeterminate or temporary contract may use all or part of the maximum seven days per year of uncertified sick leave entitlement as family leave to attend to unplanned family-related situations, subject to approval by the immediate supervisor.
3. Family leave shall be charged to uncertified sick leave for periods of half a day or more, up to the maximum seven working days per calendar year (including any uncertified sick leave taken). If the need for family leave extends beyond this maximum period, staff members should request annual leave or special leave without pay. See HR Item 6.2 (Annual leave) and HR Item 6.10 (Special leave).
4. When uncertified sick leave is used as family leave, the requirement for a medical certificate to be submitted to CMO after three consecutive working days of absence is not applicable.

C. Additional family leave in case of at least two children in the household
5. Staff members holding a fixed-term or indeterminate appointment with at least 2 children in their household may, in addition to the seven days of uncertified sick leave, be granted three additional working days per calendar year of special leave on pay, to attend to family-related emergencies.

D. Family leave in cases of death or medical evacuation
6. In the event of death of a spouse, child, mother or father, a staff member holding a fixed term or an indeterminate contract may be granted an additional seven working days of family leave plus necessary travel time. These additional days shall not be counted as uncertified sick leave.
7. In the event of medical evacuation of a spouse or child, staff members assigned to the field may be granted up to ten additional working days of family leave plus necessary travel time to accompany his/her spouse or child. These additional days shall not be counted as uncertified sick leave.
E. Family leave for marriage of a staff member

8. Staff members holding a fixed-term or indeterminate appointment may be granted one day of special leave with pay on the occasion of their marriage, if the ceremony takes place on a working day. This shall be requested in advance in TULIP.

Procedures
1. HR Procedure 6.7 - Family leave

Staff Rules
1. Staff Rule 105.4 bis - Family leave

Links
1. TULIP

Appendices
1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
Family leave

Staff members

a) Staff members requesting family leave should, whenever possible, seek prior authorization from their immediate supervisor by entering their request in TULIP, giving the reasons and the period requested. The request is automatically routed to the immediate supervisor.

b) If prior approval is not possible, staff members must notify their immediate supervisor about their absence on the first day taken as family leave, giving the reasons and the likely duration of absence. If the supervisor is not available, staff members must notify the Secretary of the Director of the Bureau/Office/Division/Section or Head of field office or the AO.

c) Immediately upon return to duty, staff members shall contact the Secretary/AO to confirm the number of family leave days taken;

d) For family leave in the event of death or medical evacuation, staff members may be required to submit a death or medical certificate in support of their request.

Secretary of the Director of Bureau/Office/Division/Section, Head of Office or AO

e) If a staff member is unable to enter the request into TULIP prior to their absence, the secretary of the Director of Bureau/Office/Division/Section, Head of field office or the AO is responsible for entering the request into TULIP on their behalf, to include the likely period of absence, based on the staff member’s indication. The request is automatically routed to the immediate supervisor for approval; the staff member shall automatically receive a copy of the decision in TULIP.

f) Once the actual period of absence is known and there is a need to correct the number of days of absence originally recorded, the secretary or AO shall enter a modified request in TULIP;

g) For family leave in case of death or medical evacuation, AOs are responsible for entering in TULIP the staff member’s entitlement to travel time.

For information on travel time entitlements, see HR Manual Item 6.13 paragraph 39 (Home leave).

Immediate supervisors

h) Immediate supervisors are responsible for approving family leave requests in TULIP. The staff member is automatically informed about their decision.
A. Purpose and eligibility

1. Staff members holding a fixed-term or indeterminate appointment are eligible for one day of special leave with pay per calendar year on the occasion of the national holiday of their home country or a holiday of their faith, which they consider important and is a working day of the Organization at their duty station.

Procedures

1. HR Procedure 6.8 - National or religious holiday

Staff Rules

1. Staff Rule 101.4 - Official holidays

Links

1. TULIP
National or religious holiday

Staff members

a) Staff members wishing to observe the national holiday of their home country or a holiday of their faith which they consider important must seek the prior approval of their immediate supervisor by entering their request in TULIP. The request is automatically routed to the immediate supervisor.

Immediate supervisors

b) Immediate supervisors are responsible for approving special leave for national or religious holiday purposes taken by the staff members under their supervision. Staff members shall be automatically informed about the decision.
HR Item 6.9. Rest and recuperation

A. Purpose

1. Rest and recuperation (R&R) is granted as special leave with full pay to staff members serving at designated duty stations under hazardous, stressful and difficult conditions in order to provide an opportunity to rest and recover, physically and mentally, away from the stressful conditions under which they have to work. R&R is not an additional annual leave entitlement or financial compensation for the degree of hardship and insecurity present in a duty station.

B. Eligibility

2. Internationally-recruited staff members with an indeterminate, fixed-term or temporary appointment who are assigned to, or on mission status to, a designated R&R duty station are eligible for R&R breaks.

3. Locally recruited staff members holding an indeterminate, fixed-term or temporary appointment are eligible for R&R breaks only when on mission status from their normal duty station to an R&R duty station.

4. R&R does not apply to family members or dependants of eligible staff members.

C. Duration and timing of R&R breaks

5. The duration of R&R breaks shall be five consecutive calendar days of authorized absence not charged to annual leave, plus approved travel time in each direction to and from the designated R&R destination.

6. Travel time shall be determined on the basis of the most direct flight available as follows:

   (a) Half a day for each journey of less than 6 hours;

   (b) One day for each journey of 6 hours or longer but less than 10 hours;

   (c) One and a half days for each journey of 10 hours or longer but less than 16 hours;

   (d) Two and a half days for each journey of 16 hours or more.

If staff members travel to an alternate destination, staff members receive travel time based upon the duration of the actual journey undertaken, but under no circumstances shall the travel time granted exceed the amount of travel time granted for journeys to the designated R&R duty destination.

7. There is no entitlement to compensatory leave should an R&R break or the travel time fall on non-working days.
8. R&R breaks must be taken within one month following completion of the required period of qualifying service at the duty station. As R&R is designed to provide periodic breaks at regular intervals, it cannot be accumulated and shall be forfeited if not taken within the one month’s time limit. Directors/Heads of Field Offices and immediate supervisors must ensure that R&R breaks are taken at the appropriate time.

9. R&R may not be taken in advance, carried forward from one qualifying period to the next, or combined with subsequent R&R periods.

D. Approval of duty stations for R&R purposes

10. R&R duty stations are those for which the entitlement to R&R breaks has been approved by CEB HR Network’s Standing Committee on field duty Stations The application of R&R in a location (and the frequency) shall be communicated by Dir/HRM to the Director/Head of Field Office concerned.

11. The approval of a duty station for R&R purposes depends upon the conditions prevailing in a particular location, and may be introduced or withdrawn if those conditions change. The criteria for designating a duty station as eligible for R&R breaks, and the corresponding frequencies of travel (which are approved by the UN General Assembly, on the basis of recommendations from ICSC), are as follows:

<table>
<thead>
<tr>
<th>Frequency cycle</th>
<th>Conditions</th>
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<tbody>
<tr>
<td>4 weeks</td>
<td>Extreme emergency situations</td>
</tr>
<tr>
<td></td>
<td>• Where danger pay is authorized by the Chairman of ICSC</td>
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<tr>
<td>6 weeks</td>
<td>Exceptional and temporary situations in non-family/restricted duty stations</td>
</tr>
<tr>
<td></td>
<td>• Active conflict</td>
</tr>
<tr>
<td></td>
<td>• Natural disasters and other similar extreme situations;</td>
</tr>
<tr>
<td>8 weeks</td>
<td>Non-family/restricted duty stations</td>
</tr>
<tr>
<td></td>
<td>• All duty stations declared by the Department of Safety and Security as restricted for all eligible dependants for security reasons;</td>
</tr>
<tr>
<td></td>
<td>• All duty stations designated as non-family by the Chairman of ICSC</td>
</tr>
<tr>
<td>12 weeks</td>
<td>Duty stations with high levels of hardship</td>
</tr>
<tr>
<td></td>
<td>• Non-capital duty stations with a hardship classification of D or E;</td>
</tr>
<tr>
<td></td>
<td>• Exceptional cases of category E capital cities</td>
</tr>
</tbody>
</table>

12. Non-family duty stations are those duty stations so designated by the ICSC Chairman, after consultation with the ICSC Working Group for the Review of Conditions of Life and Work in Field Duty Stations, for the purposes of payment of the Additional Hardship Allowance for service in non-family duty stations. This applies to duty stations where the UN Department of Safety and Security has decided that for, reasons of safety and security, all eligible dependents are restricted from being present at the duty station for 6 months or longer.

For further information on the security conditions/status of different duty stations, please consult the UN DSS website.
13. Duty stations with high levels of hardship are non-capital duty stations with hardship ratings D or E, or exceptionally, category E capital cities. The ratings are based on an assessment of local conditions of safety and security, health care, education, housing, climate, isolation and the availability of the basic amenities of life for staff members and their families in the duty station.

For information on the hardship classification of duty stations, see the ICSC web site.

See Appendix 4 C for a list of the duty stations approved for R&R purposes

Effect of change in approval status

14. Eligible staff members already present at a duty station newly approved for R&R purposes shall begin to accrue qualifying service from the effective date of the approval.

15. Should the approval of a duty station for R&R purposes be withdrawn, staff members who have already served the required period of qualifying service by the effective date of the cessation may take this R&R break within the following month. However, there shall be no pro-rating of the R&R benefit for any period of qualifying service shorter than the amount required before the effective date of the cessation.

E. Qualifying period of service for R&R breaks

16. In order to achieve the purpose defined in paragraph 1, staff members shall be authorized time off for R&R purposes after a qualifying period of service, which depends upon the conditions prevailing in a particular location. The qualifying periods, which may be modified as a result of changes in conditions locally, are set out above. These periods also apply to part-time staff, although the travel expenses or lump sum usually payable, the number of annual leave days and the travel time granted shall all be pro-rated.

17. The period of qualifying service starts from the date of initial arrival at the duty station, or the day after a staff member's return to the designated R&R duty station after an interruption of qualifying service or after a previous R&R break.

18. To qualify for R&R purposes, service at a designated duty station must be uninterrupted. Qualifying service is interrupted by any of the following occurrences:

   (a) Travel on official business outside the duty station, including travel for training purposes, if the eligible individual takes more than three days of annual leave in conjunction with the official travel;

   (b) Absence from the duty station on family visit travel, reverse education grant travel, home leave, sick leave, family leave, annual leave of more than three days or special leave;

When qualifying service is interrupted, such service accrued before the interruption shall be forfeited and a new period shall begin upon the staff member's return to the duty station.

19. Qualifying service shall be considered as suspended when a staff member travels on official business outside the duty station, including travel for training purposes, to a duty station that is not approved for R&R purposes. When qualifying service is suspended, the staff member does not lose any qualifying service already accrued towards their next R&R break, but will only start to accrue further qualifying service on their return to their duty station.

20. Qualifying service shall not be considered interrupted or suspended when a staff member:

   (a) travels on official business outside the duty station, including travel for training purposes, to a duty station approved for R&R purposes. In such cases, qualifying service will continue to accrue while the individual is on official business;
(b) transfers or is reassigned from one duty station approved for R&R purposes to another such duty station. In such cases, qualifying service accrued at the first duty station may be carried forward for the purpose of calculating the overall qualifying service accrued towards an R&R break at the new duty station.

F. Combination of R&R with other types of authorized absence

21. Subject to the operational needs of the field office, R&R may be taken in conjunction with:
   (a) week-ends, official holidays and annual leave (except when such leave is taken for home leave, family visit travel or reverse education grant travel);
   (b) certified sick leave (subject to appropriate medical certification)
   (c) official travel, provided that the staff member returns to the R&R duty station after such travel. Staff members are encouraged to take R&R breaks during absences on official travel where the location is considered suitable for R&R purposes.

When staff members are permitted to combine R&R with travel on official business for reasons of personal convenience, any additional costs above the normal entitlement in respect of the official business travel shall be borne by the individual;

UNESCO shall not be responsible for any additional expenses or liabilities that may be incurred as a result of combining R&R with travel on official business, including costs incurred in connection with delays, ticket changes, cancellations or fare increases.

22. R&R may not be combined with:
   (a) Travel on home leave, family visit or reverse education grant travel. These entitlements must be exercised when they become due and shall replace any R&R breaks that might otherwise have been taken, as the purpose of the R&R break is considered as having been met. An R&R break may be authorized only when no statutory travel entitlement is due;
   (b) Maternity leave, paternity leave, adoption leave or uncertified sick leave;
   (c) Travel on departure from the duty station at the end of an assignment, unless the staff member is being transferred to another duty station approved for R&R purposes.

G. R&R destinations

23. Rest and recuperation shall be taken outside the duty station approved for R&R purposes.

24. R&R destinations are designated by the HR Network’s standing committee on field duty stations and shall normally consist of nearby locations considered suitable for R&R breaks.

See Appendix 4 C (List of entitlements per duty station).

25. Staff may travel to another destination of their choice for the purpose of R&R, provided that the destination is suitable for R&R. Whatever the destination chosen for the R&R break, the travel order must include the planned itinerary, showing each separate stop-over, to ensure that staff are covered by UNESCO’s accident insurance policy for the actual journey made.

H. R&R Allowance for Travel

26. UNESCO shall pay a lump sum amount for travel to the designated R&R destination on the basis of a full, round-trip, economy ticket applicable to the most direct route from the duty station to the designated R&R destination, as well as full terminal expenses. UNESCO may, alternatively, agree to provide the actual travel tickets.
27. If there are two designated R&R destinations, and a lump sum is paid in lieu of actual travel ticket, the lump sum amount shall be based on the costs of the lower of the two. The higher of the two lump sum amounts shall be payable only upon the staff member’s request; and subject to proof of travel to the R&R destination for which the higher lump sum applies.

28. If staff members travel to a location other than the designated R&R destination, the overall lump-sum amount payable shall be based on the actual costs of travel to that location, up to the costs of travel to the designated R&R destination. Where there are two designated R&R destinations, the lower lump sum shall apply. In all cases, the staff member shall meet any additional costs involved.

29. Whenever free UN-provided transport is available and used, no payment for travel costs will be made, except for terminal fares.

I. Service credit while on R&R

30. During periods of absence on R&R breaks, service credits shall continue to accrue towards entitlements including annual leave, sick leave, home leave, family visit, within-grade salary increment, termination indemnity, repatriation grant, death grant, and mobility and hardship allowance.

31. R&R does not affect the periodicity of other types of travel or leave entitlement (e.g. home leave, family visit, etc.).

Procedures

1. **HR Procedure 6.9 - Rest and recuperation**

Staff Rules

1. **Staff Rule 105.2 - Special leave**

Forms

1. **Form HR 8-1 - Request for Statutory Travel**
2. **Form HR 8-2 - Travel Declaration**

Links

1. United Nations Department of Safety and Security
2. ICSC: Hardship classification of duty stations

Appendices

1. **Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW**
2. **Appendix 4 C - List of entitlements per UNESCO Field Duty Station**
Rest and recuperation

The list of R&R duty stations is periodically reviewed and updated by the CEB HR Network’s standing committee on field duty stations. HRM shall maintain and update the list, as necessary, and inform the field offices concerned of any changes to the list. This list shall automatically establish the eligibility of staff members for R&R at the designated duty stations.

Staff members

a) Staff members eligible for R&R shall enter their request for a period of absence on R&R break in TULIP. This request is automatically routed to the immediate supervisor.

b) Staff members shall also submit to their immediate supervisor an Official Travel Order (Form AM 15-2) indicating the type of official travel, dates and itinerary/destination.

c) Once the R&R is authorized, staff members shall be responsible for making their own travel arrangements.

Immediate supervisors

d) The immediate supervisor is responsible for approving absence on R&R. The staff member and the HFO are automatically informed about the approval.

e) The immediate supervisor shall also sign the Official Travel Order (Form AM 15-2) and submit it to the AO for certification.

Administrative Officers

f) AOs are responsible for monitoring periods of absence of staff members from designated duty stations and maintaining records of their qualifying service for R&R breaks.

g) AOs shall process and certify the travel order and submit to the HFO for approval. The travel order must indicate the complete itinerary of the R&R break, including each separate stop-over, to ensure that the staff member is covered by UNESCO’s accident insurance policy throughout the journey. The AO also carries out any required calculations and issues the lump sum payment as a travel advance.

Heads of Field Offices and DIR/BFC

h) To ensure that all eligible staff can take R&R when it becomes due, HFOs are responsible for ensuring that the work of the office is planned around the R&R entitlements of eligible staff.

i) HFOs are responsible for approving R&R entitlement for all staff members in the field office. DIR/BFC shall approve the R&R entitlement for HFOs.

Staff members

j) Within two calendar weeks of returning from an R&R break, staff members must submit to the AO a duly signed and dated Travel Declaration (HR Form 8-2), certifying that the travel has taken place and providing the dates and the R&R destination. No supporting documentation should be submitted.
k) Staff members are, however, required to keep the evidence of travel for four years following their return from an R&R break as UNESCO reserves the right to request evidence at any time during this period to respond to audit queries.

l) In the event that they do not undertake the approved R&R break as planned, the staff member shall inform the AO so that the amount paid to them as R&R allowance can be recovered.
HR Item 6.10. Special leave

A. Purpose

1. Special leave with pay, half pay or without pay may be granted by the Director General to staff members holding fixed-term or indeterminate contracts, upon their request, to allow them to pursue research or advanced studies in the interests of the Organization (study leave), or to take care of their children up to primary school age (parental leave) or to face exceptional situations, including:

   (a) Family-related emergencies (Special leave without pay). See also HR Manual Item 6.7, Family leave;

   (b) Staff union duties (Special leave with pay) – corresponding to a 100 workday quota granted to each representative association. See also HR Chapter 9 Staff Relations, HR Manual Item 9.2 Staff associations;

   (c) Inter-agency games (Special leave with pay of up to three days). See also HR Chapter 16, Staff welfare, HR Manual Item 16.7, Inter-Agency games;

   (d) Jury duty or equivalent court attendance (Special leave with pay less any salary paid for jury duty);

   (e) Voting in elections where no arrangements exist for voting by post (special leave with pay for half a day (no other expenses are reimbursed));

   (f) Transport strike (Special leave with pay) where DIR/HRM, for transport strike at Headquarters, or Head of field office if the transport strike takes place away from Headquarters, has confirmed that transport strike qualifies for special leave with pay (see HR Procedure 6.18), and under the following conditions:

      i) It is the general responsibility of each staff member to organize their transport from their place of residence to the workplace, whether by means of public transport, private car or other means. Within this overall responsibility to make organize their own travel, staff members are expected to identify alternative means of transport and to come to work even in times of strike.

      ii) Staff members who are unable to reach their workplace for reasons of public transport strike may be entitled to special leave with full pay for the duration of the strike if they live more than 7km from the workplace. To be considered eligible, staff members need to satisfy their immediate supervisor that he / she has no alternative means of reaching the workplace other than by public transport and that working from home is not viable.
iii) Staff members whose homes are less than 7km from the workplace (walking distance) are not eligible for special leave for reasons of strike.

iv) Staff members must justify any unavoidable absence from work for reasons of strike in the light of their own particular circumstances; all such absences must be approved by the immediate supervisor. Supervisors are requested to adopt a flexible attitude during strike action and to explore possibilities for alternative organization of work e.g. flexible working hours or working from home for those staff who have the necessary facilities.

1bis. Eligible staff members shall, upon request, be granted eight weeks of additional special leave with full pay immediately after the maternity leave for the purpose of breastfeeding their newborn child, subject to approval by the Chief Medical Officer based on a medical certificate from attending physician confirming breastfeeding. Once a request is approved, staff members shall inform their immediate supervisor.

2. The Director-General may also decide in exceptional circumstances, to grant staff members special leave with pay, for example, to reward them for additional time worked during particular periods (such as sessions of the General Conference). The following conditions shall apply in such cases:

a) the days of special leave can be taken only on the days specified by the Director-General; and can only be substituted, subject to the approval of the DIR/HRM, in duty stations away from Headquarters where one or more of the specified days have already been granted as an official holiday;

b) the days of special leave cannot be granted in advance of the days specified, or remunerated in cash, if the staff member separates from the Organisation before the commencement of the days of special leave.

3. In exceptional circumstances, staff members may be required by the Organization to take special leave with pay; this measure being without prejudice to the staff member’s rights.

4. Special leave with or without pay may be granted for a maximum period of two years. It shall be approved for up to one year at a time upon receipt of a written request from the staff member. However, a period of special leave granted to a staff member on a fixed-term appointment may not run beyond the expiry date of his appointment at the time special leave is approved.

B. Conditions of service while on special leave

5. While on special leave staff members are subject to following conditions:

(a) As continuity of service is not considered broken by periods of special leave, staff members on special leave continue to be subject to the duties and obligations under the Staff Regulations and Rules with regard to general obligations on personal conduct, and to the Standards of Conduct for International Civil Service;

(b) Staff members on special leave shall not accept outside employment without prior approval from DIR/HRM. Requests for outside employment/activities shall be reviewed on a case by case basis;

(c) The privileges and immunities accorded to staff members are suspended during all periods of special leave without pay. All UNESCO identity documents, such as the Laissez Passer and the identity card issued to staff members and their family, shall be returned to the AO or HR Officer prior to commencement of special leave without pay.

See also HR Manual Chapter 2 - Duties, obligations and privileges.
6. All entitlements and benefits shall be discontinued during periods of special leave without pay. Staff members may continue participation in the Pension Fund and/or the Medical Benefits Fund under the conditions specified in paragraphs 6 to 13 below.

See also HR Manual Chapter 7 - Social Security

C. Participation in the Pension Fund while on special leave

7. Prior to proceeding on special leave with partial pay or without pay, staff members should consult HRM/SPI for advice on the options for continuing their participation in the UN Pension Fund.

8. Staff members on leave without pay are eligible to continue participation in the Pension Fund, provided that the overall contribution (the staff member’s and the Organization’s share) covering the period of special leave without pay is paid in full and in advance. Such contribution may be paid by the staff member in full or by the organization in full, or in part by the staff member and in part by the Organization. Staff members should arrange their payments directly with BFM/Payroll, following consultation with HRM/SPI, prior to proceeding on special leave.

9. For periods of special leave with partial pay, the contributions of the staff member and of the Organization shall be prorated accordingly.

D. Participation in the Medical Benefits Fund (MBF) while on special leave

10. Prior to proceeding on special leave with partial pay or without pay, staff members should consult HRM/SPI for advice on the options for continuing their participation in the MBF.

11. Staff members on special leave without pay are eligible to continue their participation in the MBF provided that they submit such a request to the HR Officer (HRM/SES) before commencement of their special leave without pay. In such case, the total contribution (the staff member’s and the Organization share) covering the period of special leave without pay may be paid in advance by the staff member or the Organization, or in part by the staff member and in part by the Organization.

12. For periods of special leave with partial pay, the contributions of the staff member and/or of the Organization shall not be prorated.

13. Staff members who do not continue participation in the MBF while on special leave without pay shall cease to be eligible for the benefits under the Fund.

14. Medical insurance coverage remains valid until the end of the calendar month for which the last contribution to MBF has been made.

E. Other insurances

15. Staff members on special leave without pay shall not be covered under the Staff Compensation Plan (SCP) or Malicious Acts Insurance Policy (MAIP).

F. Service credits while on special leave

16. During periods of special leave with partial pay or without pay of more than one month [or more than six months in the case of study leave], staff members shall not accrue service credits towards entitlements including annual, sick or home leave, family visit, education grant travel, mobility and hardship allowance, within-grade salary increment, repatriation grant, termination indemnity and death grant. In the case of rental subsidy at duty stations in Europe and North America, any period of special leave with partial pay or without pay, does not affect the calculation of the seven year period of the entitlement.
17. Periods of special leave with partial or without pay of less than one month shall not affect accrual of service credits. Continuity of service shall not be considered broken by such periods of special leave.

G. **Relationship between special leave and annual leave**

18. Staff members may be required to use up any accrued annual leave credits before they start special leave with partial pay or without pay.

H. **Authority to approve special leave (including parental leave)**

19. Requests for special leave shall be cleared by the immediate supervisor. Approval shall be granted as follows:

   (a) special leave without pay for a period of less than one year: ADG, Director of Bureau/Office or Head of field office. HRM shall verify that any necessary conditions have been met prior to processing such leave;

   (b) special leave without pay for a period of one year or extended beyond one year: DIR/HRM, following clearance by ADG, Director of Bureau or the Head of Field Office;

   (c) special leave with pay – by the DG, following clearance by ADG, Director of Bureau/Office or the Head of field office.

I. **Reinstatement after special leave (other than parental and study leave)**

**Special leave of less than one year**

20. For periods of special leave with pay of less than one year, the Organization shall normally guarantee the staff member’s reinstatement into the post held before taking such leave.

21. For periods of special leave without pay of less than one year, the Organization shall normally guarantee the staff member’s reinstatement into the post held before taking such leave. If, in exceptional circumstances, the post is not held open for such reinstatement following a request by the ADG, Director of Bureau/Office or Head of field office and approval by DIR/HRM, staff members shall be given a guarantee of reinstatement into a post at the grade held prior to special leave.

**Special leave of one year (or extended beyond one year)**

22. For periods of special leave with pay of one year, or extended beyond one year up to a maximum of two years, staff members are given a guarantee of reinstatement into a post at the grade held before taking special leave.

23. For periods of special leave without pay of one year, or extended beyond one year up to a maximum of two years, the Organization shall normally guarantee reinstatement into a post at the grade held prior to special leave, subject to medical clearance.

J. **Medical clearance**

24. For periods of special leave which extend beyond one year, the Chief Medical Officer (CMO) may require staff members to be medically cleared before resuming duties.
K. Check out procedure

25. Staff members going on special leave for more than one month are required to carry out the check-out procedure using Electronic Workflow or Form HR 10-1 for this purpose. Final settlement of salary and other payments due to a staff member shall not be carried out by BFM unless the appropriate clearances have been obtained, including medical clearance when required by CMO. Staff members who are granted special leave for less than one month, but who subsequently request the special leave to be extended beyond one month, must complete the check out procedure.

Procedures

1. HR Procedure 6.10 - Special leave without pay for a period of less than one year (other than parental and study leave)
2. HR Procedure 6.11 - Special leave without pay for a period of one year or more and special leave with full pay (other than study leave)
2. HR Procedure 6.18 - Special leave with pay due to transport strikes

Staff Regulations

1. Staff Regulation 1.4
2. Staff Regulation 1.5
3. Staff Regulation 1.6
4. Staff Regulation 1.7
5. Staff Regulation 1.8

Staff Rules

1. Staff Rule 101.5 - Outside activities and interests
2. Staff Rule 105.2 - Special leave

Key Documents

1. Regulations, rules and pension adjustment system of the UN joint staff pension fund

Forms

1. Form HR 5-3 - Request for Personnel Action
2. Form HR 10-1 - Check-out Formalities at Headquarters

Links

1. TULIP

Appendices

1. Appendix 7 A - Rules of the UNESCO Medical Benefits Fund
Special leave without pay for a period of less than one year (other than parental and study leave)

Staff members

a) At least 3 months before the planned start date of the special leave, staff members shall submit a written request to the ADG, Director of Bureau/Office or the Head of field office, through their supervisor, stating the reason for the request and the dates of special leave requested.

b) Staff members shall also enter their request in TULIP. The request is automatically routed to their immediate supervisor.

c) Staff members on special leave shall confirm in writing to their immediate supervisor and HR Officer, their return to duty at least three months before the end of the approved leave period. If they wish to extend their special leave, they shall submit another request to the ADG, Director of Bureau/Office or Head of field office, stating the reasons for the extension and the additional dates of special leave requested. They shall also enter their request in TULIP as early as possible, but not later than three months before the expected return date.

Immediate supervisors

d) Immediate supervisors are responsible for reviewing and clearing requests. They must also clear the request in TULIP. Once cleared, the immediate supervisor shall send the request for further clearance and/or approval (see paragraphs (f) and (g) below).

e) The total period of special leave requested shall not exceed the duration of the staff member’s appointment. If the request exceeds the duration of the appointment, the immediate supervisor must review and recommend renewing the appointment before clearing the request for special leave.

ADG/Directors of Bureaux/Offices/Heads of field offices

f) ADG or Directors of Bureaux/Offices are responsible for approving requests of:
   a. all Headquarters staff under their authority;
   b. internationally-recruited staff members in the field.

g) Heads of field offices are responsible for approving the requests of locally recruited staff in field offices.

h) The approved request shall be automatically routed to the AO.

i) ADG, Directors of Bureaux/Offices or Heads of Field Office shall ensure that the appointment of the staff member has been renewed for up to two years to cover the period of special leave requested. They shall also ensure that arrangements are in place for the reintegration of the staff member in the same post and grade on return from special leave, unless DIR/HRM has approved different arrangements in exceptional circumstances, as explained in HR Manual Item 6.10, paragraph 20.

j) The ADG/Director of Bureau/Office or the Head of field office shall inform the staff members concerned of the decision on their request (with a copy to the AO and HR Officer).

Administrative Officers

k) On receipt of an approval for special leave, the AO submits a Request for Personnel Action (Form HR 5-3) to HRM/SES, through BFM.

HR Officers

l) Having received the Request for Personnel Action (Form HR 5-3), the HR Officer checks that all the necessary requirements for special leave are met and takes the appropriate administrative and payroll actions. If the staff member’s appointment does not cover the entire period of special leave requested, the
AO of the staff member concerned shall be requested to extend the duration of an appointment to cover the period of special leave.

**Staff members**

m) Once their request has been approved, all Headquarters-based staff members going on special leave for more than one month shall start the check-out formalities using the electronic workflow or Form HR 10-1. Staff members who are granted special leave for less than month, but who subsequently request the special leave to be extended beyond one month must complete the check out procedure.

n) All other staff members shall receive from HRM a clearance certificate (Form IMP/889) to be completed by the Head of field office or his/her designate, which is then returned to HRM.
Special leave without pay for a period of one year or more and special leave with full pay (other than study leave)

Staff members

a) At least 3 months before the planned start date of the special leave, staff members shall submit a written request to the ADG, Director of Bureau/Office or the Head of field office, through their supervisor, stating the reason for the request and the dates of special leave requested.

b) Staff members shall also enter their request in TULIP. The request is automatically routed to their immediate supervisor.

c) Staff members on special leave shall confirm in writing to their immediate supervisor and HR Office, their return to duty at least three months before the end of the approved leave period. If they wish to extend their special leave, they shall submit another request to the ADG, Director of Bureau or Head of Field Office stating the reasons for the extension and the additional dates of special leave requested. They shall also enter their request in TULIP as early as possible, but not later than three months before the expected return date.

Immediate supervisors

d) Immediate supervisors are responsible for reviewing and clearing requests. They must also clear the request in TULIP. Once cleared, the immediate supervisor shall send the request for further clearance and/or approval (see paragraphs (f), (g), (k) and (l) below).

e) The total period of special leave requested shall not exceed the duration of the staff member’s appointment. If the request exceeds the duration of the appointment, the immediate supervisor must review and recommend renewing the appointment before clearing the request for special leave.

ADG/Directors of Bureaux/Office/Heads of field offices

f) ADG or Directors of Bureaux are responsible for approving requests of:
   i) all Headquarters staff under their authority;
   ii) internationally-recruited staff members in the field.

g) Heads of field offices are responsible for approving the requests of locally-recruited staff in field offices;

h) The approved request shall be automatically routed to the AO;

i) ADG, Directors of Bureaux/Offices or the Heads of field offices shall ensure that the appointment of the staff member has been renewed for up to two years to cover the period of special leave requested. They shall also ensure that arrangements are in place for the reintegration of the staff member into a post at the grade held prior to special leave;

j) ADGs/Directors of Bureaux/Offices or Heads of field offices shall inform the staff members of the decision on their request (with a copy to the AO and HR Officer).

DIR/HRM

a) DIR/HRM is responsible for approving requests for special leave without pay for a period of one year or more. The approved request shall be automatically routed to the AO of the Sector/ Bureau/ Field Office concerned.

Director-General

l) The Director-General is responsible for approving requests for special leave with full pay following the clearance of the ADG, Director of Bureau/Office or Head of field office. The Director-General’s decision shall be automatically sent to the AO of the Sector, Bureau or Field Office.

Administrative Officers
m) On receipt of an approval for special leave, the AO submits a Request for Personnel Action (Form HR 5-3) to HRM/SES, through BFM.

HR Officers

n) Having received the Request for Personnel Action (Form HR 5-3), the HR Officer checks that all the necessary requirements for special leave are met and takes the appropriate administrative and payroll actions. If the staff member’s appointment does not cover the entire period of special leave requested, the AO of the staff member concerned shall be requested to extend the duration of an appointment to cover the period of special leave.

Staff members

o) Once their request has been approved, all Headquarters-based staff members going on special leave for more than one month shall start the check-out formalities using the electronic workflow or Form HR 10-1. Staff members who are granted special leave for less than month, but who subsequently request the special leave to be extended beyond one month must complete the check out procedure.

p) Other staff members shall receive from HRM a clearance certificate (form IMP/889) to be completed by the Head of field office or his/her designate, which is then returned to HRM.
Special leave with full pay in case of transport strike

Staff member

a) Staff members who are unable to reach the workplace for reasons of public strike whose home is more than 7 km from the workplace should enter their request for special leave with full pay in TULIP. They need to satisfy their immediate supervisor that they have no alternative means of reaching the workplace other than by public transportation and working from home is not a viable alternative.

Immediate Supervisor

b) Requests for special leave with full pay for reasons of strike must be approved by the immediate supervisor. Before authorizing such requests in TULIP, supervisors should explore other possibilities for organizing work e.g. flexible working hours or working from home for those staff who have the necessary facilities.
Article 20 – Individual files

All documents relating to the staff member’s service shall be kept in an individual file held by DIR/UNC with a copy to HRM to which the person concerned may have access.

Article 21 – Staff representation

21.1 The staff shall elect two representatives to represent them and defend their interests in representations with the Director of UNC and the Consultative Committee.

21.2 Elections shall be organized by HRM, which shall assign one of its members to monitor their validity. Elections shall take place once a year, and the date and relevant arrangements shall be announced in a memorandum.

21.3 The staff representatives may, at their request, be received by the Chairperson of the Consultative Committee. They shall inform the Chairperson of their constituents’ requests and suggestions relating to the organization and management of UNC.

Article 22 – Settlement of disputes and arbitration

22.1 An attempt at conciliation shall be made in any dispute between the parties over the execution, interpretation or breach of a contract of employment.

22.2 The UNC staff member may ask DIR/HRM in writing to hold a conciliation meeting, which shall take place within a period of eight days as from the receipt of the request.

22.3 The staff member or his/her adviser may, if he/she so desires, be assisted by one of the two staff representatives elected under the conditions set out in the preceding Article.

22.4 In the event of disagreement between the parties, the matter may be submitted to a mediator on the list approved by UNESCO within a maximum of 15 days.

22.5 The mediation meeting may in no circumstances last more than two working days.

22.6 Failing an attempt at conciliation and in the event of persistent dispute between the two parties concerned, the staff member may turn to the Director-General to request the initiation of the arbitration procedure, unless the parties agree otherwise.

22.7 UNESCO and the staff member shall choose an arbitrator by common consent within 15 working days following the arbitration request.

22.8 In case of disagreement between the parties on the choice of the arbitrator, an arbitrator shall be appointed as soon as possible by the Chairperson of the UNESCO Appeals Board at the request of the first party to seek such arbitration.

22.9 The arbitral award shall be final and not subject to appeal.

Article 23 – Revision of the Regulations

These Regulations may be amended by DIR/HRM after consultation with the Consultative Committee. However, no amendment may affect the acquired rights of the staff. Staff members shall be informed individually of amendments.
HR Item 6.11. Study leave

A. Introduction

1. The provisions on special leave set out in HR Manual Item 6.10, Special Leave, shall also apply to study leave unless otherwise stated below.

For further information on duties and obligations while on study leave, contributions to the UN Pension Fund and the Medical benefits Fund, service credits while on study leave and medical clearance, see HR Manual Item 6.10.

B. Purpose

2. Study leave is granted as special leave without pay, with partial pay or with full pay to allow eligible staff members to undertake approved external studies.

3. Requests for study leave may be favorably considered only when the staff member’s request for external studies has been approved in accordance with the provisions of the external study scheme in HR Manual Item 15.4, paragraphs 14-20.

C. Eligibility

4. Staff members who hold a fixed-term or indeterminate appointment and who have completed at least two years’ satisfactory service and whose performance has fully met expectations are eligible for study leave.

D. Period of study leave

5. Study leave without pay may be granted for periods up to and including two years; in exceptional circumstances the leave period may be extended to a total period not exceeding three years. In any event, study leave shall not be granted for a period of more than one year at a time.

6. If a staff member requests special leave for external studies for a period exceeding the duration of his/her appointment, the renewal of his/her appointment shall be reviewed prior to approval of study leave. Such leave shall be approved only if the appointment has been extended to cover the duration requested.

7. If the leave period is for more than one year or is extended beyond one year, staff members should be medically cleared by the Medical Service before going on leave and before resuming duties.

E. Reinstatement after study leave

8. When the period of study leave is for less than one year, the staff member will receive a guarantee of reinstatement in the same post and at the same grade held before going on leave.
9. When the period of study leave is for one year or more, the staff member shall be reintegrated into his/her post, if possible, or into a post with comparable duties at the same grade. The releasing Sector, Bureau or Field Office shall be responsible for ensuring that a suitable post at the appropriate level with comparable duties is available when the staff member returns from study leave.

10. If an initial period of study leave of less than one year is extended up to a total period of one year or more, any guarantees of reinstatement as described in paragraph 8 shall be withdrawn and replaced by a guarantee of reinstatement as described in paragraph 9.

F. Relationship between study and annual leave

11. Staff members are not required to exhaust accrued annual leave before taking study leave.

G. Financial Liability

12. Should a staff member decide not to return to UNESCO after studies that required a minimum of 3 months’ special leave with pay or US Dollars 10,000 in financial assistance, or if the study programme has not been followed, he/she will be required to reimburse the amounts received, including the cost of paid leave. To this end, the staff member concerned shall be requested to sign an undertaking in which he/she expresses his/her agreement in writing.
Study leave

For the external studies request see HR Chapter 15 Learning and Development, **HR Manual Item 15.4**

**Staff members**

a) At least 6 months before the planned start date of the study leave, staff members shall submit a written external studies request to the ADG, Director of Bureau/Office or the Head of field office, through their supervisor, including:

i) personal data (Form Request for UNESCO External Study Programme);

ii) objectives and expected benefits of study, including how the study will be applied in practice;

iii) proposed learning programme (dates, venue and content);

iv) assistance requested (special leave, financial support and/or work time arrangements);

v) declaration of commitment support from the Director of Division/Office or Chief of Section for requests to be approved by the ADG, Director of Bureau/Institute (Category 1) or Head of field office.

b) Staff members shall also enter their request in TULIP once they have received the Director-General’s approval of their external studies request. The request is automatically routed to their immediate supervisor.

c) Staff members on study leave shall confirm in writing to their immediate supervisor and HR Officer, their return to duty at least three months before the end of the approved leave period. If they wish to extend their study leave, they shall submit, not later than three months before the end of the approved leave period, another request to the ADG, Director of Bureau/Office or Head of field office stating the reasons for the extension and the additional dates of study leave requested. As soon as they receive the approval, they shall enter their request in TULIP.

**Immediate supervisors**

d) Immediate supervisors are responsible for reviewing and clearing requests. They must also clear the request in TULIP. Once cleared, the request is forwarded to ADG/Directors of Bureaux/Offices/Heads of field office (see paragraphs (f), (g) and (i) below).

e) The total period of study leave requested shall not exceed the duration of a staff member’s appointment. If the request exceeds the duration of the appointment, the immediate supervisor must review and recommend renewal of appointment before clearing the request for parental leave.

**ADG/ Directors of Bureau/Heads of Field Offices**

f) ADG or Directors of Bureaux/Offices are responsible for reviewing and approving, against the criteria listed in HR Manual Item 15.4, paragraph 13, external study requests from all Headquarters staff under their authority and internationally-recruited staff members in the field relating to:

i) flexible working hours;

ii) special leave with pay for less than 3 months;

iii) special leave without pay for less than 6 months;

iv) financial support up to US$ 10,000.

g) Requests approved by ADG/Directors of Bureaux/Offices/Heads of field office shall be sent to the AO and HR Officer for the necessary administrative and payroll actions. Cleared requests shall be sent to Dir/HRM for approval.
h) In so doing, ADG, Directors of Bureaux/Offices and Heads of field offices shall ensure that the appointment of the staff member has been renewed to cover the period of study leave requested; and that that arrangements are in place for reintegrating the staff member into the same post and grade (for periods of study leave of less than one year) or into a post with comparable functions at the same grade (for periods of study leave of one year or more).

Review Panel for External Studies

i) ADGs, Directors of Bureaux/Offices and Heads of field offices make a recommendation to the Review Panel for External Studies of the Learning and Development Commission for all requests relating to:
   i) special leave with pay for 3 months or more;
   ii) special leave without pay for 6 months or more;
   iii) financial support of US$ 10,000 or more.

j) The Review Panel for External Studies meets once a year to review requests in the light of the criteria established for the external study scheme. It makes recommendations to the Director-General for approval.

Director-General

k) The Director-General approves external study requests relating to study leave with pay for 3 months or more, study leave without pay for 6 months or more and financial assistance of US$ 10,000 or more.

l) Approved requests are sent to the AO and HR officer for administrative and payroll actions.

Administrative Officers

m) On receipt of an approval for study leave, the AO submits a Request for Personnel Action (Form 169) to HRM/SES, through BFC (for Heads of field offices; AOs and local posts in the field) and BB.

HR Officers

n) Having received the Request for Personnel Action (Form 169), the HR Officer checks that all the necessary requirements for study leave are met and takes the appropriate administrative and payroll actions. If the staff member’s appointment does not cover the entire period of study leave requested, the AO of the staff member concerned shall be requested to extend the duration of an appointment to cover the period of study leave.

o) Once the request has been approved, all Headquarters-based staff members going on study leave for a period of more than one month shall start the check-out formalities using the Form 10-1. Staff members who are granted special leave for less than month, but who subsequently request the special leave to be extended beyond one month must complete the check out procedure.

p) Other staff members shall receive a clearance certificate (Form IMP/889) from HRM to be completed by the Head of field office or his/her designate, which is then returned to HRM.
HR Item 6.12. Parental leave

A. Introduction

1. The provisions on special leave set out in HR Manual Item 6.10, Special Leave, shall also apply to parental leave unless otherwise stated below.

For further information on duties and obligations while on parental leave, contributions to the UN Pension Fund and the Medical benefits Fund, service credits while on parental leave and medical clearance, see HR Manual Item 6.10.

B. Purpose

2. Parental leave is granted as special leave without pay to allow staff members to take time off to take care of children immediately following maternity, paternity or adoption leave or during early childhood up to primary school age.

C. Eligibility

3. Staff members holding a fixed-term or indeterminate appointment with a minimum of two years’ service are eligible for parental leave.

D. Period of parental leave

4. Parental leave may be granted for a maximum period of two years. This period may be extended for a third year, in exceptional cases, including disability, serious injury or illness of the child or in the case of multiple births.

5. Requests for parental leave shall be favourably considered, subject to the exigencies of service. Parental leave shall be approved for up to one year at a time, renewable on a yearly basis, upon receipt of a written request from the staff member.

6. If a staff member requests parental leave for a period exceeding the duration of their appointment, the extension of the appointment shall be reviewed prior to approval of parental leave. Such leave shall be approved only if the appointment has been extended to cover the duration requested.

E. Reinstatement after parental leave

7. When the period of parental leave requested is for less than one year, staff members shall be guaranteed a reintegration into the same post as held before taking such leave.

8. When the period of parental leave requested is for one year or more, the staff member shall be reintegrated into their post, if possible, or into a post with comparable functions at the same grade. The releasing Sector, Bureau or Field Office shall be responsible for ensuring that a suitable post at the appropriate level with comparable functions is available on the staff member’s return from parental leave.
9. If an initial period of parental leave of less than one year is extended up to a total period of one year or more, any guarantees of reinstatement as described in paragraph 7 shall be withdrawn and replaced by a guarantee of reinstatement as described in paragraph 8.

F. Relationship between parental and annual leave

10. Staff members are **not** required to exhaust accrued annual leave before taking parental leave.

**Procedures**

1. **HR Procedure 6.13 - Parental leave**

**Staff Regulations**

1. **Staff Regulation 1.4**
2. **Staff Regulation 1.5**
3. **Staff Regulation 1.6**
4. **Staff Regulation 1.7**
5. **Staff Regulation 1.8**

**Staff Rules**

1. **Staff Rule 101.5 - Outside activities and interests**
2. **Staff Rule 105.2 bis - Parental leave**

**Key Documents**

1. **Regulations, rules and pension adjustment system of the UN joint staff pension fund**

**Forms**

1. **Form HR 8-1 - Request for Statutory Travel**
2. **Form HR 8-2 - Travel Declaration**
3. **Form AM 15-3 - Travel Record**
4. **Form AM 15-5 - Detailed travel request (for staff members at HQ only)**

**Links**

1. **TULIP**

**Appendices**

1. **Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW**
2. **Appendix 7 A - Rules of the UNESCO Medical Benefits Fund**
Parental leave

Staff members

a) At least 3 months before the planned start date of parental leave, staff members shall submit a written request to the ADG, Director of Bureau/Office or the Head of field office, through their supervisor, stating the reason for the request and the dates of parental leave requested.

b) Staff members shall also enter their request in TULIP. The request is automatically routed to their immediate supervisor.

c) Staff members on parental leave shall confirm in writing to their immediate supervisor and HR Officer, their return to duty at least three months before the expected return date. If they wish to extend their parental leave, they shall submit another request to the ADG, Director of Bureau/Office or Head of field office stating the reasons for the extension and the additional dates of parental leave requested. They shall also enter their request in TULIP as early as possible, but not later than three months before the expected return date.

Immediate supervisors

d) Immediate supervisors are responsible for reviewing and clearing requests. They must also clear the request in TULIP. Once cleared, the immediate supervisor shall send the request for further clearance and/or approval (see paragraphs (f), (g), and (i) below).

e) The total period of parental leave requested shall not exceed the duration of a staff member’s appointment. If the request exceeds the duration of the appointment, the immediate supervisor must review and recommend renewal of appointment before clearing the request for parental leave.

ADG/ Directors of Bureau/Heads of Field Offices

f) For parental leave for a period of less than one year:
   i) ADG or Directors of Bureaux/Offices are responsible for approving requests from:
      a. all Headquarters staff under their authority;
      b. internationally-recruited staff members in the field.
   ii) Heads of field offices are responsible for approving requests from locally recruited staff in field offices.

   Approved requests shall be sent to the AO and HR officer for the necessary administrative and payroll actions.

g) For parental leave for a period of one year or more:
   i) ADG or Directors of Bureaux/Offices are responsible for clearing requests from:
      a. all Headquarters staff under their authority;
      b. internationally-recruited staff members in the field.
   ii) Heads of field offices are responsible for clearing requests from locally recruited staff in field offices.

   Cleared requests shall be sent to Dir/HRM for approval.

h) In so doing, ADG/Directors of Bureaux/Offices/Heads of field offices shall ensure that the appointment of the staff member has been renewed to cover the period of parental leave requested; and that that arrangements are in place for reintegrating the staff member into the same post and grade (for periods of parental leave of less than one year) or into a post with comparable functions at the same grade (for periods of parental leave of one year or more).

DIR/HRM

i) DIR/HRM is responsible for approving all requests for parental leave for periods of one year or more, following clearance by the ADG/Directors of Bureaux/Offices/Heads of field offices. Approved requests are sent to the AO and HR Officer for administrative and payroll actions.
Administrative Officers

j) On receipt of an approval for parental leave, the AO submits a Request for Personnel Action (Form HR 5-3) to HRM/SES, through BFM.

HR Officers

k) Having received the Request for Personnel Action (Form HR 5-3), the HR Officer checks that all the necessary requirements for parental leave are met and takes the appropriate administrative and payroll actions. If the staff member’s appointment does not cover the entire period of parental leave requested, the AO of the staff member concerned shall be requested to extend the duration of an appointment to cover the period of parental leave.

l) Once the request has been approved, all Headquarters-based staff members going on parental leave for a period of more than one month shall start the check-out formalities using the electronic workflow or HR 10-1. Staff members who are granted special leave for less than month, but who subsequently request the special leave to be extended beyond one month must complete the check out procedure.

m) Other staff members away from Headquarters receive shall from HRM a clearance certificate (Form IMP/889) to be completed by the Head of field office or his/her designate, which is then returned to HRM.
HR Item 6.13. Home leave

A. Purpose

1. Home leave is a travel entitlement to allow internationally-recruited staff members, their spouse and dependent children to visit the staff member’s recognized home country in order to maintain cultural and family ties.

B. Eligibility

2. Internationally-recruited staff members with a fixed-term or an indeterminate appointment who reside and serve outside their recognized home country are entitled to home leave travel for each twenty four months of qualifying service outside their home country (except for staff members appointed to duty stations classified D and E that do not fall under the Rest and Recuperation framework where the twelve months’ home leave cycle applies). The entitlement also extends to their recognized spouse and dependent children. For temporary staff members, please refer to HR Manual Item 13.6, paragraph 47.

3. A staff member who is a native of a non-metropolitan territory of the country of the duty station (example: La Reunion, France) and who maintained his/her normal residence in such non-metropolitan territory prior to appointment, may also be eligible to home leave entitlement, provided that he/she continues to reside, while performing his/her official duties, outside such territory.

4. Staff members transferred to a duty station in their home country for six months or more are not entitled to home leave.

C. Country and place of recognized home for home leave entitlement

5. The country of a staff member’s recognized home and the place of home leave within that country shall be determined at the time of his/her appointment in accordance with the Staff Regulations and Rules then in force.

6. The recognized home country of a staff member in the international Professional and higher categories shall normally be in the country of which the staff member is a national within the meaning of Staff Rule 103.8 (a), and the place of his/her recognized home therein shall be that with which the staff member had the closest residential ties during the period of his/her most recent residence.
7. Staff members in the General Service category are not eligible for home leave travel because their recognized home is in the duty station in which they are working. However, when a person is recruited in a country other than that of the duty station under the provisions of Staff Rule 104.2, because of their knowledge of one of the official languages of the Organization, the recognized home shall be in the country of which he/she is a national; and the place of the recognized home shall be that with which he/she has the closest residential ties in that country. If a staff member in the GS category subsequently acquires the nationality of the country of the duty station, his/her recognized home shall be deemed to be in that country and will no longer be eligible for home leave travel.

8. Notwithstanding the provisions of paragraphs 5 and 6, when a staff member in the GS or the international Professional or higher categories, whose recognized home is outside the country of the duty station, claims that his/her recognized home is no longer the country of which he/she is a national, he/she shall be required to produce supporting evidence, including where relevant: the dates and circumstances of his/her change of residence; family ties; commitments made by the last employer; circumstances of war or political dislocation; voting rights and location of real and personal property.

9. The place of the staff member’s home within the recognized home country shall be that with which they had the closest residential ties during the period of their most recent residence in that country. In establishing the place of residence, consideration shall be given, inter alia, to the following factors: place of residence immediately prior to appointment; address of the nearest relatives; length of time spent by the staff member in the place indicated by him/her as residence and in any other places.

10. After considering the evidence provided by a staff member in support of his/her claim, final decision as to the place of the staff member’s recognized home shall be taken by the HR Officer (HRM).

D. Change in the country and place of the recognized home

11. A change in the recognized country, or a change in the place within the recognized country, of home leave may be authorized once after the initial appointment, for exceptional and compelling reasons, subject to the following conditions:

(a) The staff member maintained normal residence in this country for a prolonged period of time prior to his/her appointment;

(b) The staff member continues to have family and personal ties in that other country; and

(c) The new recognized country would not be inconsistent with the purposes and intent of home leave.

12. Staff members shall be required to produce evidence that meet the conditions set out in paragraph 11 above to support their request. After due consideration of such evidence, the final decision as to the change of a staff member’s recognized home country shall be taken by DIR/HRM. If the change is approved, the basis for calculating travel costs shall be adjusted accordingly.

13. The recognized place of home leave within the recognized home leave country may be changed once after initial appointment, provided that the staff member submits the necessary evidence in support of their request, in particular that he/she no longer has ties with the originally designated place of home leave and that he/she has established substantial family and personal ties with another place within the recognized home country.
E. Periodicity and timing of home leave

14. The periodicity of home leave is determined by the classification of the duty station by the International Civil Service Commission (ICSC) for the mobility and hardship scheme and whether the duty station falls under the Rest and Recuperation framework.

For information on the hardship classification of each duty station see ICSC web site.

15. Staff members shall be entitled to home leave once in every 24 months of qualifying service outside their recognized home country, except for staff members appointed to duty stations classified D and E that do not fall under the Rest and Recuperation framework where the 12 months home leave cycle applies.

16. The home leave entitlement may be exercised, based on the point system as described in paragraphs 17-21 below), provided that the staff member’s service outside the country of his/her recognized home is expected to continue at least six months beyond the date of return from home leave travel. This proviso may be waived in exceptional cases when the exigencies of service make it necessary to do so.

Home leave service credit points system

17. A home leave service credit point system is used in order to determine when home leave is due. Home leave service credit points accrue on the basis of calendar months of service, from the date of initial appointment, or when a staff member becomes entitled to home leave:

a) Staff members serving in a 24-month duty station earn one point each month (i.e. equals 24 credit points in two years of service.)

b) Staff members serving in a 12-month duty station (classified D and E that do not fall under the Rest and Recuperation framework) earn two points each month (i.e. equals 24 credit points in one year of service.)

18. The accrual of credit points shall be on the basis of completed calendar months of service. Part months of service shall accrue as follows:

(a) One to 15 days: no credit;
(b) More than 15 days: full credit.

19. The home leave entitlement becomes due when 24 points have been accrued. When the entitlement is exercised, 24 points shall be debited.

Deferred Home Leave

20. In the case of deferral of home leave, a maximum of 40 points may be accrued; if home leave is not taken upon reaching 40 points, further accrual is forfeited until the entitlement is exercised.

Advance Home Leave

21. The home leave may be advanced when at least 12 points have been accrued. A negative point balance shall be recorded in such case, up to a maximum of minus 12 points. The balance cannot exceed minus 12 points. To become eligible for the next home leave, the staff member must overcome the negative point balance and then reach an accrual of 24 points, as the granting of advance home leave does not advance the date of entitlement to subsequent home leave.

22. Staff members wishing to advance or defer their home leave should submit a request to their HR Officer (HRM), setting out the reasons for their request.
Interval Between Home Leaves

23. In the case of a staff member serving at a 24-month duty station, at least 12 months should elapse between the last home leave and a new home leave. In the case of a staff member serving at a 12-month duty station, at least 6 months should elapse.

24. Staff members may be required to take home leave in conjunction with official travel or on change of duty station, due regard being given to the interests of the staff member and his/her family.

25. The periodicity of home leave described in paragraph 14 shall also apply to part-time staff members. However, the travel expenses or lump sum normally payable and the travel time granted shall be prorated.

Home Leave of Eligible Family Members

26. The home leave entitlement for eligible family members derives from the staff member’s entitlement. However, if eligible family members are unable to travel at the same time as the staff member, they may travel at a different time, provided that the staff member has accumulated the required number of points. When staff member and eligible family members travel separately, the interval between their travel shall not exceed one year.

F. Alternate country of home leave

27. As home leave is intended to allow staff members to maintain close ties with their home country, they shall be required to travel to their recognized home country every other entitlement.

28. However, for every other home leave entitlement, staff members may opt to travel to an alternate country where they have close family ties rather than travel to the country of the recognized home. In this context, the requirement of close family ties shall be considered as having been met when a staff member’s spouse, father, mother or child is a national of that other country or resides in that country. Such family ties in the alternate country must not be of a casual or transitory nature.

29. To demonstrate family ties in an alternate country, staff members shall be required to submit evidence in support of their request. After consideration of such evidence, the final decision to approve an alternate country of home leave shall be taken by the HR Officer.

30. The first home leave travel shall be to the recognized home country. Thereafter, travel to the alternate country of home leave may be authorized every second home leave entitlement.

31. Travel expenses borne by UNESCO in respect of home leave in an alternate country shall not exceed the cost of a return journey between the duty station and the recognized place of home leave. If the costs of travel are lower than travel to the recognized place of home leave, the amounts payable shall be limited to the actual travel expenses incurred or to the lump sum for the actual travel undertaken.

32. At a duty station with an accelerated 12 months’ home leave cycle, every second entitlement must be exercised to the country of the recognised home. At the request of the staff member, the alternate entitlement may be exercised in a country other than that of the recognised home. While the choice of destination for the alternate country is left at the discretion of the staff member, the cost of this travel must not exceed the cost of travel to the recognised place of home leave. If the cost of travel to the alternate destination is cheaper than for travel to the country/place of home leave, the amount payable shall be limited to the actual travel expenses incurred.
G. Home leave entitlement in duty stations with security conditions

33. Travel to a country other than the home country may also be authorized where, because of war, civil strife or for other security reasons (restrictions imposed by the UN Department of Safety and Security), staff members are unable to travel to their recognized home country. In these cases, staff members and eligible family members may be authorized to travel to a neighbouring country with social and cultural affinities to the home country or to another country where he/she has demonstrated close family ties.

See also UN DSS website for security information.

34. Travel expenses to be borne by UNESCO in such cases shall not exceed the cost of a return journey between the duty station and the recognized place of home leave. If the cost of the staff member’s travel is less than for travel to the recognized place of home leave, the amount payable shall be limited to the actual expenses incurred or to the lump sum for the actual travel undertaken.

35. For as long as the security conditions described in paragraph 33 which determined the authorization to travel to a country other than the recognized home country remain, home leave travel to the neighbouring country may continue to be authorized for subsequent home leave entitlements.

H. Minimum duration of home leave and travel time

36. The required minimum duration of home leave is seven calendar days, excluding travel time, which applies to both the staff member and travelling family members.

37. Time spent on home leave shall be charged to annual leave, except time spent travelling to and from the authorized place of home leave and the duty station, for which staff members shall be granted travel time not chargeable to annual leave.

38. Travel time shall be determined on the basis of the most direct flight available as follows:

(a) Half a day for each journey of less than 6 hours;
(b) One day for each journey of 6 hours or longer but less than 10 hours;
(c) One and a half days for each journey of 10 hours or longer but less than 16 hours;
(d) Two and a half days for each journey of 16 hours or more.

39. The travel times shall include any authorized rest periods or stopovers made by the staff member and any additional time required to travel between the normal place of residence and the place of home leave.

I. Service credit towards home leave

40. For staff members eligible for home leave at the time of their appointment, service credits towards home leave shall accrue from the date of the appointment. For staff members who subsequent to appointment acquire an entitlement to home leave through a change of duty station or on promotion, service credits shall accrue from the date that they acquired this entitlement.

41. Service credit towards home leave shall not accrue during periods of one month or more on special leave with partial or without pay, including parental and study leave.

J. Travel expenses and lump sum travel arrangements

42. For travel on home leave, staff members are entitled to claim for themselves and any eligible family members either:
(a) Travel expenses covered by UNESCO for the outward and return journeys by the most direct and economical route between the duty station and the recognized place of home leave. This may include: tickets, terminal expenses, transportation of excess baggage (please refer to Annex L of Staff Regulations and Staff Rules) or unaccompanied shipment, and daily subsistence allowance*. If the cost of the staff member’s travel is lower than travel to the recognized place of home leave (e.g. in case of travel to an alternate home country or in case of security conditions), the amounts payable shall be limited to the actual travel expenses incurred. All journeys by air shall be economy class.

(b) A lump sum payment, calculated as follows:

(i) The amount of the lump sum option is set at 50% of the return full economy class airfare applicable to the most direct route between the authorized points of departure and destination (see also DG/Note/12/11REV Efficiency measures);

(ii) The amount of the lump sum shall be 5% of the full economy class airfare for children below 2 years, and 25% for children between 2 years and their twelfth birthday;

(iii) For air travel, staff members and eligible family members receive the full lump sum amounts, as indicated above;

(iv) Travel by means other than air shall be paid as follows: the staff member shall receive the lump sum for the destination concerned (50% of return airfare). In addition, one half of the lump sum will be paid for each eligible family member included in the travel request.

If the cost of the staff member’s travel is lower than travel to the recognized place of home leave (e.g. in case of travel to an alternate home country or in the case of security conditions), the lump sum payable shall be limited to the actual travel.

DSA may be paid on home leave only when the travel on the basis of the most direct flight available, includes any authorized rest period or stopover. The DSA shall only be paid when the ticket option is chosen by the staff member. A standard DSA applicable at the rate of the approved stopover is to be paid in respect of the staff member and half rate to the eligible family members travelling with the staff member. It will not be paid when the "lump sum option" is chosen.

43. The lump sum is a payment in lieu of all travel expenses. No additional reimbursement shall be made in respect of any other expenses, including the cost of transportation to and from the airport, terminal expenses, transportation of excess baggage or unaccompanied shipment, or daily subsistence allowance. UNESCO shall not be responsible for any delay or additional expenses or liabilities that may arise from choosing the lump sum option and staff members are advised to take out appropriate travel insurance. Special arrangements apply for the reimbursement of fees charged for the passport renewal and for visas, see HR Item 2.6, paragraph 15 and HR Procedure 2.4.

44. The lump sum option shall not be granted on a partial basis and must cover both outward and return journeys of the home leave travel. Furthermore, staff and family members must choose the same travel option set out in paragraph 43, even when separate home leave travel has been authorized. However, when the staff member’s home leave travel has been combined with official travel, he/she may exercise the lump sum option in respect of any eligible family members.

45. If a staff member resigns within six months of returning from home leave, UNESCO may decline to pay any travel or removal expenses due upon separation.
K. If both spouses are staff members

46. If both spouses are staff members and eligible for home leave in their own right, each of them shall have the choice of exercising his/her own home leave entitlement or that of the spouse; dependent children may accompany either parent. A staff member who chooses to accompany his/her spouse shall be granted the appropriate travel time. The frequency of travel shall not, however, exceed the established periodicity of the home leave, both with regard the staff member and to their dependent children, if any.

Procedures
1. HR Procedure 6.14 - Home leave

Staff Regulations
1. Annex L - Transportation of personal effects
2. Staff Regulation 5.2

Staff Rules
1. Staff Rule 103.8 - Nationality, recognized home
2. Staff Rule 103.9 - Definition of dependants
3. Staff Rule 105.3 - Home leave
4. Staff Rule 107.1 - Travel entitlements of staff members
5. Staff Rule 107.2 - Travel entitlements in respect of staff member’s family
6. Staff Rule 107.8 - Travel expenses
7. Staff Rule 107.12 - Effect of resignation

Forms
1. Form HR 8-1 - Request for Statutory Travel
2. Form HR 8-2 - Travel Declaration
3. Form AM 15-3 - Travel Record
4. Form AM 15-5 - Detailed travel request (for staff members at HQ only)

Links
1. TULIP
2. ICSC: Hardship classification of duty stations
Home leave

Staff members

a) Staff members planning to exercise their home leave entitlement must enter a request for annual leave for home leave purposes in TULIP as early as possible. This request is automatically routed to the immediate supervisor.

Immediate supervisors

b) The immediate supervisor is responsible for reviewing and approving the absence of staff members on annual leave for the purposes of home leave. The staff member is automatically informed of the approved request.

Staff members

c) Once their request for annual leave is approved, staff members must submit a request for the home leave entitlement to their HR Officer (Request for Statutory Travel Form HR 8-1) at least one month ahead of the planned starting day of the home leave, indicating the itinerary, travel dates, means of transport, name of accompanying eligible family members, including the date of birth of any accompanying dependent children, lump sum or travel expense option etc.

HR Officers

d) If all requirements for home leave are met, the HR Officer (HRM/SES) establishes the entitlement, authorizes the home leave travel and issues instructions to the AO, using Form HR 8-1. The HR Officer shall also notify staff members of the authorization of his or her home leave entitlement.

Once the home leave entitlement has been authorized by the HR Officer, it is not possible to change from the lump sum option to the option of issuing travel tickets, and vice versa.

I. LUMP SUM OPTION

BFM

e) When the lump sum option is requested, BFM calculates the lump sum amount and submits the completed Request for Statutory Travel (Form HR 8-1), via HRM/SES, to the staff member’s AO to process the payment.

Administrative Officers

f) The AO creates and certifies the travel order (one order for the staff member and eligible family members) and processes the request in FABS. The payment of a lump sum shall be made not earlier than two months prior to departure.

Staff members

g) Within two calendar weeks of returning from home leave travel, staff members must submit to their AO a signed and dated Travel Declaration (Form HR 8-2). No supporting documentation should be attached. Staff members are, however, required to retain the evidence of home leave travel for 12 months following their return from home leave, as UNESCO reserves the right to request such evidence at any time during this period in response to audit queries.

h) If the home leave travel is not exercised, staff members are required to inform the AO immediately so that the amount can be recovered through up to 12 monthly instalments or through monthly instalments covering the length of the contract, whichever is shorter.

i) As staff members are granted travel time not chargeable to annual leave for the time spent travelling to and from the authorized place of home leave and the duty station, the AO shall, on receipt of the signed Travel Declaration Form (HR 8-2), charge the appropriate amount of travel time in TULIP (see HR Manual Item 6.13 I paragraph 39).
II. TRAVEL TICKETS OPTION

**Headquarters**

**Staff members**

j) When the travel tickets option is selected, the staff member must submit a [Travel Request](#) (Form AM 15-5) to the travel agency. The travel agency shall submit two travel options to the staff member, who shall choose one of them and return the completed Form AM 15-5 to the AO.

**Administrative Officers**

k) The AO checks the travel request before creating and certifying the travel order based on the Travel Request (Form AM 15-5) received from the staff member. The tickets shall be issued to the staff member by the travel agency once they have received the certified Travel Request from the AO.

**Staff members**

l) Within two calendar weeks of returning from home leave travel, staff members must submit to their AO the signed and dated Travel Record ([Form AM 15-3](#)) together with the required documentary evidence (i.e. air tickets, boarding passes etc.).

Recovery of travel advances through payroll deduction shall be initiated if a staff member fails to submit the duly completed and signed forms together with the supporting documentation, where required, within six weeks following completion of the home leave travel.

**Field offices**

m) When the travel ticket option is selected, the AO must await authorisation of the staff member’s entitlement which will be sent by the HR Officer (Form HR 8-1). On receipt, the AO should provide travel options to the staff member which meet the condition of travel by the direct and most economic route.

n) Once the staff member has chosen the journey, the AO creates and certifies the travel order and arranges issuance of the tickets in accordance with the normal office procedures for purchasing tickets.

**Administrative Officers**

o) As staff members are granted travel time not chargeable to annual leave for the time spent travelling to and from the authorized place of home leave and the duty station, the AO shall, on receipt of the signed Travel Record ([Form AM 15-3](#)), charge the appropriate amount of travel time in TULIP (see HR Manual Item 6.13 I paragraph 39).
HR Item 6.14. Family visit

A. Purpose
1. Family visit is a travel entitlement to allow internationally recruited staff members to visit their spouse and/or dependent children who reside outside the country of their duty station.

B. Eligibility
2. Internationally-recruited staff members with a fixed-term or indeterminate appointment who are on an assignment for one year or more in a duty station outside the country of their recognized home are entitled to family visit travel at UNESCO’s expense in the calendar year in which home leave does not fall due, provided that:

   (a) neither the spouse nor any dependent child has been previously installed in that duty station; or

   (b) if the spouse or any dependent child were previously installed, but have subsequently been repatriated at the Organization’s expense, the staff member will become eligible for family visit 12 months after the last eligible family member has left the duty station;

   (c) the staff member is not expected to be assigned to the duty station where one or more of the family members currently reside for at least six months after the return from family visit travel. For the purpose of this entitlement, a child studying away from the duty station and in receipt of education or special education grant travel shall not be considered as having been repatriated.

C. Periodicity and timing of family visit
3. The periodicity of family visit is determined by the classification of the duty station by the International Civil Service Commission (ICSC) for the purposes of the mobility and hardship scheme.

4. For staff members serving in duty stations classified H, A or B with a 24-month home leave cycle, the first family visit shall fall due after the staff member has completed at least 12 months of continuous qualifying service at the duty station. Subsequent family visit entitlements shall fall due every other year after the first family visit, in calendar years in which the home leave entitlement does not fall due.

5. If home leave is advanced or postponed, the family visit travel entitlement in respect of the calendar year in which home leave is in fact taken can be exercised in the calendar year in which home leave would normally have been due. Thereafter, family visit shall be alternated again with home leave travel.
6. For staff members serving in duty stations classified as C, D or E, with the 12-month accelerated home leave cycle, the first family visit shall fall due after the staff member has completed at least six months of continuous qualifying service at the duty station. Subsequent family visits shall fall due every year, provided that not less than 12 months elapse since departure on the previous family visit. Family visits may also be authorized in the same calendar year as home leave or reverse education grant travel, provided that a minimum interval of 3 months has elapsed since the date of return from the last home leave travel or from the reversed education grant travel.

7. Subject to exigencies of service and the conditions set out above, family visit travel may be undertaken at any time during the calendar year in which it falls due.

8. Family visit not undertaken before the next family visit entitlement falls due shall be forfeited.

9. The same periodicity and timing of family visits shall apply to part-time staff members. However, the travel expenses or lump sum normally payable and the travel time granted shall be prorated.

D. Minimum duration of family visit and travel time

10. The minimum duration of family visit shall be ten calendar days, including travel time.

11. The working days spent on family visits shall be charged to annual leave, except the time spent travelling between the actual place authorized for family visit and the duty station, for which staff members shall be granted a fixed amount of travel time not chargeable to annual leave.

For information on travel time, see HR Item 6.13 (Home leave), paragraph 39.

E. Place of travel

12. Family visit travel may be authorized to any place where at least one eligible family member resides.

13. Staff members may be authorized to exchange their family visit travel for a visit by either the spouse or a dependent child subject to:

   (a) any security restrictions, as determined by the UN Department of Safety and Security;

   (b) the maximum cost for the journey limited to the staff member's journey between the duty station and his/her recognized place of home leave; and

   (c) the requirement of minimum duration of family visit (ten calendar days including travel time).

F. Travel expenses and lump sum travel arrangements

14. Staff members exercising their family visit entitlement may claim either travel expenses payable by the Organisation or a lump sum payment for the outward and return journey. The provisions on travel expenses or the lump sum option for home leave shall apply to family visit travel.

15. The costs of family visit travel are subject to the maximum cost of a round-trip journey between the staff member’s duty station and his/her recognized place of home leave. If the cost of the staff member’s family visit travel is lower than travel to the recognized place of home leave, the amount payable shall be limited to the actual travel expenses incurred or the lump sum for the actual travel.
16. If a staff member resigns within six months of returning from family visit, UNESCO may decline to pay any travel or removal expenses due upon separation.

For information on travel expenses and lump sums, see HR Item 6.13 (Home leave), paragraphs 43 to 46.

G. Service credits towards family visit

17. For staff members whose eligibility is established at the time of appointment, service credits towards family visit shall begin to accrue from that time. For staff members who, subsequent to initial appointment, acquire entitlement to family visit following a change of duty station or the place of residence of their spouse and dependent children, or as a result of promotion, service credits shall begin to accrue from the effective date of their acquiring this entitlement.

18. Service credits towards family visit do not accrue during periods of one month or more of special leave with partial or without pay, including parental and study leave.

H. If both spouses are staff members

19. If both spouses are staff members and both are eligible for a family visit, only one of them may exercise the entitlement during the same family visit cycle.

Procedures
1. HR Procedure 6.15 - Family visit

Staff Rules
1. Staff Rule 105.2 - Special leave
2. Staff Rule 105.4 - Family visit
3. Staff Rule 107.1 - Travel entitlements of staff members
4. Staff Rule 107.2 - Travel entitlements in respect of staff member's family

Forms
1. Form HR 8-1 - Request for Statutory Travel
2. Form HR 8-2 - Travel Declaration
3. Form AM 15-3 - Travel Record
4. Form AM 15-5 - Detailed travel request (for staff members at HQ only)

Links
1. TULIP
Family visit

Staff members

a) Staff members planning to exercise their family visit entitlement must enter their request in TULIP for annual leave for family visit purposes as early as possible. This request is automatically routed to the immediate supervisor.

Immediate supervisors

b) The immediate supervisor is responsible for reviewing and approving the absence of staff members on annual leave for purposes of family visit. The staff member shall be informed automatically about the approved request.

Staff members

c) Once their request for annual leave is approved, staff members must submit a request for the family visit entitlement to their HR Officer (Request for Statutory Travel HR Form 8-1), indicating the itinerary, travel dates, means of transport, the lump sum or travel expenses option etc.

HR Officers

d) If all requirements for family visit are met, the HR Officer (HRM/SES) establishes the entitlement, authorizes the family visit travel and issues instructions to the AO. The HR Officer shall also notify staff members of the authorization of his or her family visit entitlement.

Once the family visit entitlement has been authorized by the HR Officer, it is not possible to change from the lump sum option to the option of issuing travel tickets, and vice versa.

I. LUMP SUM OPTION

BOC Travel

e) When the lump sum option is requested, BFM Travel calculates the lump sum amount and submits the completed Request for Statutory Travel (HR Form 8-1) to HRM/SES who will authorize the staff member’s AO to process the payment.

Administrative Officers

f) The AO creates and certifies the travel order and processes the request in FABS. The payment of a lump sum shall be made not earlier than two months prior to departure.

Staff members

g) Within two calendar weeks of returning from family visit travel, staff members must submit to their AO a signed and dated Travel Declaration (HR Form 8-2). No supporting documentation should be attached. Staff members are, however, required to retain the evidence of family visit travel for four
years following their return from family visit, as UNESCO reserves the right to request such evidence at any time during this period in response to audit queries.

h) If the family visit travel is not exercised, staff members are required to inform the AO immediately so that the amount can be recovered.

II. TRAVEL TICKETS OPTION

**Headquarters**

**Staff members**

i) When the travel tickets option is requested, the staff member must submit a Travel Request (Form HR 8-1) to the travel agency. The travel agency shall submit two travel options to the staff member, who shall choose one of them and return the completed Form HR 8-1 to the AO.

**Administrative Officers**

j) The AO checks the travel request before creating and certifying the travel order based on the Travel Request (Form HR 8-1) received from the staff member. The tickets shall be issued to the staff member by the travel agency once they have received the certified Travel Request from the AO.

**Staff members**

k) Within two calendar weeks of returning from family visit travel, staff members must submit to their AO the signed and dated Travel Record (Form AM 15-3) together with the required documentary evidence (i.e. air tickets, boarding passes etc.).

| Recovery of travel advances through payroll deduction shall be initiated if a staff member fails to submit the completed/signed forms, and supporting documentation, where required, within six weeks following completion of the family visit travel. |

**Field offices**

l) When the travel ticket option is selected, the AO must await authorisation of the staff member’s entitlement which will be sent by the HR Officer (HR Form 8-1). On receipt, the AO should provide travel options to the staff member which meet the condition of travel by the direct and most economic route.

m) Once the staff member has chosen the journey, the AO creates and certifies the travel order and arranges issuance of the tickets in accordance with the normal office procedures for purchasing tickets.
HR Item 6.15. Education grant travel

A. Purpose and eligibility and periodicity of education grant travel

1. Staff members holding a fixed-term or indeterminate appointment, and who are eligible for education grant, are entitled to claim expenses for one return education grant travel per academic year in respect of each eligible dependent child subject to the following conditions (as of school year in progress on 1 January 2018 the eligibility will be limited as follows: staff members holding a fixed-term appointment serving in duty stations other than classified as “H”, in receipt of the education grant for child(ren) attending primary and secondary level education institutions, are entitled to claim expenses for one return education grant travel per academic year in respect of each eligible dependent child for whom boarding expenses are payable (see HR Item 4.5)):

   (a) The child attends an educational institution either:

      (i) outside the country of the staff member’s duty station, and for whom boarding costs are payable on account of the child; or

      (ii) beyond commuting distance from the staff member’s duty station provided that the Director-General is satisfied that a suitable school does not exist within commuting distance of the duty station and boarding costs are payable on the account of the child;

   (b) The journey is not unreasonable, either through its closeness to other authorized travel of the staff member, or of his/her spouse or dependent child, or because of the brevity of the visit;

   (c) The overall period of attendance at the educational institution is for at least two thirds of the scholastic year. Subject to this condition, education grant travel may be undertaken and reimbursed at any time during the academic year, although the amount reimbursed shall be recovered when final education grant claim is processed if the attendance condition is not met.

2. At duty stations where educational facilities are not available or are deemed inadequate, as designated by ICSC, staff members are entitled to two return education grant travels during the academic year, provided that there is no entitlement to home leave and provided that attendance at the educational institution is for at least half the academic year (not applicable as of the school year in progress on 1 January 2018).

3. Inadequate educational facilities are assessed through the questionnaires used by ICSC for mobility and hardship allowance purposes and may result from a number of factors such as: absence of schooling in the language used by the majority of international staff at the duty station; secondary schools lacking accreditation for admittance to universities abroad (not applicable as of the school year in progress on 1 January 2018).

For information on the duty stations with entitlement to two return education grant travels per year, please refer to ICSC site and click on List of Entitlements. Duty stations with “x” in the “education grant travel” column have 2 education grant travels per academic year, subject to the provisions above.

4. If a staff member serving at a duty station qualifying for two education grant travels chooses not to exercise his/her entitlement to home leave in the year in which it falls due, two return education grant travels may be granted in respect of his/her child(ren) for that year. (not applicable as of the school year in progress on 1 January 2018).
5. In exceptional cases, and as authorized by the HR Officer in HRM/SES, the staff member or his/her spouse may exercise the education grant travel entitlement in lieu of their child(ren) from the duty station or the spouse’s normal place of residence to either the place of study or another place for the purpose of reunion, subject to the same conditions and costs as applicable to the education grant travel of the child. No travel time shall be credited to staff members who opt for “reverse” education grant travel.

6. Reverse education grant travel may be taken once per academic year per child. Subsequent reverse education grant travel can be taken once per academic year, provided that not less than 3 months have elapsed since any previous reverse education grant travel, home leave travel or family visit travel.

7. All working days taken by the staff member in order to exercise this entitlement shall be charged to annual leave.

8. The reverse education grant travel will have to be repaid by the staff member if his/her period in service following the return from this travel will not be equal to six months.

B. Special education grant travel for disabled children

9. If a disabled child, by reason of their disability, has to be placed in an educational institution outside the duty station, the travel expenses between the educational institution and the duty station shall be reimbursed in respect of two return travels per calendar year, subject to the approval of the Chief Medical Officer. In exceptional circumstances, the travel expenses of the accompanying person may also be reimbursed, again subject to CMO approval.

C. Travel expenses and lump sum travel arrangements

10. The cost of education grant travel is subject to the maximum cost of round-trip travel by the most direct route in economy class (air), cabin class (sea) or second class (rail), at student rates where available, between the staff member’s duty station and his/her recognized place of home leave. If the cost of education grant travel is lower than for travel to the recognized place of home leave, the amounts payable shall be limited to the actual expenses incurred or the lump sum for the actual travel.

11. Staff members exercising the education travel entitlement may claim either travel expenses or a lump sum payment for the round-trip travel, subject to the limitations in HR Manual Item 6.13, paragraph 43. The provisions on travel expenses or the lump sum option for home leave shall apply to education grant travel.

For information on travel expenses or lump sum options, see HR Manual Item 6.13, paragraphs 43 to 46.

See also:

HR Chapter 4 (Salaries and allowances),
HR Item 4.5, Education grant and Special education grant for disabled children
HR Chapter 8, Travel

Procedures

1. HR Procedure 6.16 - Education grant travel

Staff Rules

1. Staff Rule 103.12 - Education grant
2. Staff Rule 103.12bis - Special education grant for disabled children
Forms

1. Form HR 8-1 - Request for Statutory Travel
2. Form HR 8-2 - Travel Declaration
3. Form AM 15-3 - Travel Record
4. Form AM 15-5 - Detailed travel request (for staff members at HQ only)

Links

1. TULIP
2. ICSC: Hardship classification of duty stations

Appendices

1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
Education grant travel

The following provisions apply to educational grant travel and special education grant travel in respect of a disabled child.

Staff members

a) Staff members planning to exercise their education grant travel entitlement shall submit the following documentation to their HR Officer (HRM/SES):

   a. a Request for Statutory Travel (HR Form 8-1) indicating the itinerary, travel dates, means of transport, the person who will travel (e.g. eligible dependent child, staff member or spouse, accompanying person (if applicable, in the case of disabled children);
   
   b. a copy of the school certificate, if a request for education grant has not previously been submitted;
   
   c. for special education grant travel for disabled children, any other documentation that may be required for establishing the eligibility of the child for the special education grant and travel, if a request for special education grant has not previously been submitted. Such documentation shall include a comprehensive medical report from a qualified physician attesting to the child’s disability (to be submitted directly to the Chief Medical Officer).

b) Staff members planning to exercise the “reverse” education grant entitlement must also enter a request for annual leave for education grant travel purposes in TULIP as early as possible. The request is automatically routed to the immediate supervisor. This should be done before the staff member submits the request for statutory travel to their HR Officer.

Immediate supervisors

   c) Immediate supervisors are responsible for approving requests for absence on annual leave for the reverse education grant travel purposes. The staff member is automatically informed about the approval.

HR Officers

   d) If all requirements for education grant travel are met, the HR Officer (HRM/SES) establishes the entitlement, authorizes travel and instructs AO. The HR Officer notifies the staff member of the authorization of his/her education grant entitlement.

   
   Once the lump sum is authorized by the HR Officer there is no possibility of reverting to the option of issuance of travel tickets or vice versa.

I. LUMP SUM OPTION

BOC Travel

   e) When the lump sum option is requested, BOC Travel calculates the lump sum and returns the completed HR Form 8-1 through HRM/SES to the staff member's AO to process the payment.

Administrative Officers
f) The AO creates and certifies the travel order in FABS. Payment of the lump sum shall not be made earlier than two months prior to the departure date.

**Staff members**

g) Staff members must submit to their AO a signed and dated Travel Declaration (HR Form 8-2) within two calendar weeks of completion of education grant travel. There is no need to submit any supporting documentation, although staff members are required to keep such evidence of travel for four years following its completion, as UNESCO reserves the right to request such evidence at any time during this period to respond to audit queries.

h) If the education grant travel is not exercised, staff members are required to inform the AO so that the amount can be recovered.

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**II. TRAVEL TICKETS OPTION**

**Headquarters**

**Staff members**

i) When the travel tickets option is requested, the staff member must submit a Travel Request (Form 645) to the travel agency. The travel agency shall submit two travel options to the staff member, who shall choose one of them and return the completed Form 645 to the AO.

**Administrative Officers**

j) The AO checks the travel request before creating and certifying the travel order based on the Travel Request (Form 645) received from the staff member. The tickets shall be issued to the staff member by the travel agency once they have received the certified Travel Request from the AO.

**Staff members**

k) When the travel tickets option is requested, the staff member must submit a Travel Request (Form 645) to the travel agency.

**Administrative Officers**

l) The AO creates and certifies the travel order based on the Travel Request (Form 645) received from the travel agency. The travel agency shall issue the tickets to the staff member based on the certified Travel Request sent back by the AO.

**Staff members**

m) Staff members must submit a signed and dated Travel Record (Form 565) to the AO, together with the required documentary evidence (e.g. air tickets, boarding passes), within two calendar weeks of the completion of education grant travel.

| Recovery of travel advances through payroll deduction shall be initiated if a staff member fails to submit the completed/signed forms, and supporting documentation, where required, within six weeks of completion of education grant travel. |

**Field offices**

n) When the travel ticket option is selected, the AO must await authorisation of the staff member’s entitlement which will be sent by the HR Officer (HR Form 8-1). On receipt, the AO should provide travel options to the staff member which meet the condition of travel by the direct and most economic route.
o) Once the staff member has chosen the journey, the AO creates and certifies the travel order and arranges issuance of the tickets in accordance with the normal office procedures for purchasing tickets.

Related procedures:

Procedure 4.15 Education Grant (HR Chapter Salaries and allowances, HR Item 4.5)
HR Item 6.16. Unauthorized absence

1. The AO for staff at Headquarters, or the chief of unit for staff away from Headquarters immediately notifies HRM of the unauthorized absence of a staff member by memorandum containing an explanation of the circumstances.

2. HRM investigates each case of unauthorized absence in consultation with the sector/bureau/office or field office. DIR/HRM decides upon appropriate action in accordance with Staff Rule 105.5. See also HR Manual Item 10.6 Abandonment of post.

Staff Rules

1. **Staff Rule 105.5 - Unauthorized absence**
7.1. Introduction
7.2. Medical insurance and services
7.3. Pension fund
7.4. Staff Compensation Plan (SCP)
7.5. Voluntary Group Life Insurance Scheme

HR Item 7.1. Introduction

A. Purpose and scope
B. Basic legal documents

A. Purpose and scope

1. Chapter 7 of the HR Manual sets out the provisions governing the functioning and administration of the social security arrangements in UNESCO and covers the following:

   (a) Medical care provisions, including Medical Benefit Fund (MBF), medical examinations and services;

   (b) Pension Fund provisions (participation to United Nations Joint Staff Pension Fund (UNJSPF);

   (c) Staff Compensation Plan (SCP);

   (d) Voluntary Group Life Insurance Plan;

   (e) Malicious Act Insurance Policy (MAIP).

For social security arrangements for individuals employed under temporary assistance contracts see HR Manual Chapter 13 - Contractual Arrangements.

B. Basic legal documents

2. The Staff Regulations and Staff Rules (Chapter VI, Social Security), the rules and regulations of the MBF, UNJSPF, SCP, Voluntary Group Life Insurance Plan and MAIP form the legal basis for the operation of social security system in UNESCO.

3. Should there be any issues of interpretation of the information provided in this Chapter and the respective rules and regulations of each plan or fund, the latter shall prevail.

Staff Regulations

1. Staff Regulations and Staff Rules - Chapter VI Social Security
HR Item 7.2. Medical insurance and services

A. Purpose
1. UNESCO provides staff members with a medical insurance scheme and services for preserving and/or regaining their health.

B. Medical Benefits Fund (MBF)

Purpose
2. The Medical Benefits Fund (MBF), established in UNESCO by the General Conference at its 3rd session in 1948, provides health insurance benefits to:

(a) staff members and their eligible family members,
(b) former staff members and their eligible family members.

See the HR Appendix 7 A Rules of UNESCO Medical Benefits Fund for the full information.

C. Eligibility
3. UNESCO staff members holding a fixed-term, indeterminate or temporary appointment of 6 months or more, or those staff members who have completed a six-month period of service without an interruption of more than 30 days are eligible to become participants in the MBF, provided that such participation is not expressly excluded by the terms of their appointment.

4. Individuals engaged under temporary assistance contracts, such as individual consultant contracts, short term contracts, temporary appointments of less than 6 months, Special Service Agreements (SSA) and Service Contracts are not covered by the MBF. See HR Manual Chapter 13, Contractual Arrangements for social security arrangements for the above-mentioned personnel.

5. HRM provides each newly appointed staff member with a copy of the MBF rules.

D. Protected persons
6. A staff member may register his/her spouse, and/or other recognised dependants (referred to as “protected persons”) for MBF coverage, subject to the conditions set out in the MBF Rules, Article 2.3.

Please refer to the HR Procedure 7.1 for the details on enrolment to the MBF.
E. Voluntary participation

7. Participation or continued participation in the MBF is open, upon request, to:

(a) a participant member of the Secretariat on special leave without pay or special leave with partial pay, provided the total (that is both the employer’s and the employee’s) contribution for the period concerned is paid in advance by the participant or the Organization, or in part by the participant and in part by the Organization;

(b) a participant member of the Secretariat following separation from the Organization, for a period not exceeding twelve months from the date of separation, subject to prior application being made and advance payment being effected by the applicant of the total (employer’s and employee’s) contribution for the period concerned;

(c) a participant member of the Secretariat separated from the Organization on or after his/her fifty-fifth birthday, provided he/she has completed ten years of participation. If, before his/her appointment with UNESCO, he/she has been employed by one or more organizations of the United Nations system, any period of participation in the medical insurance plan(s) of any such previous organization(s) shall be treated as participation in the MBF within the meaning of this paragraph. Periods of special leave without pay or with partial pay in respect of which contributions have been paid under the MBF Rules Article 2.2, paragraph 1, shall similarly be treated as participation in the Fund for the purposes of this paragraph;

(d) a participant member of the Secretariat who has become disabled and who is in receipt of a disability benefit from the United Nations Joint Staff Pension Fund, provided that, and so long as, he/she remains disabled;

(e) protected persons, registered as such with the MBF, of a deceased participant, with the proviso that coverage shall lapse, in the case of a widower or widow, on the day he/she remarries and, in the case of other protected persons, on the day they cease to satisfy the conditions specified in the MBF Rules Article 2.3;

(f) any staff member who is seconded to another organization of the United Nations system, conditional upon receipt by the MBF of the total (employer’s and employee’s) contribution in respect of the period of secondment.

F. Reimbursement

Administration of claims

8. Submission and documentation of claims is to be made in compliance with the manner, form, and time limits prescribed by the relevant provisions of the MBF Rules (HR Appendix 7 A), see HR Procedure 7.2.

9. UNESCO shall select, following competitive process, a health care administrator to handle all MBF claims processing.
G. Medical Care

Medical Examinations

see HR Item 13.12 Medical Examinations

Medical Service

10. Medical Service (HRM/MDS), under the direction of the Chief Medical Officer (CMO), is located at UNESCO Headquarters Fontenoy Building and is open during working hours. An emergency service, also open during working hours, is located in the Miollis building. The functions of the HRM/MDS are:

(a) to carry out medical examinations as required by the Organization, as set out in HR Item 13.2;
(b) to review reports as required on medical examinations undertaken for staff members, candidates for employment and, in certain cases, non staff members, and to decide on their physical fitness;
(c) to provide free medical advice to staff members. Such consultations are not available to staff members’ dependants;
(d) to administer or arrange for the administration of vaccinations and inoculations related to official travel and in such other circumstances as may be required by the Organization;
(e) to administer first aid in cases of emergency and arrange where necessary for the transfer of the patient to hospital or to his/her home;
(f) to help staff members in locating an appropriate doctor, hospital or clinic;
(g) to perform treatments of a continuing nature to staff members, such as dressings or injections, upon presentation of the medical prescription ordering such treatment and under condition that the staff member provides the necessary pharmaceutical supplies;
(h) to examine medical certificates forwarded by staff members absent because of illness or injury, or submitted in support of a request for sick leave, maternity leave, extended maternity leave or paternity leave and to make recommendations to DIR/HRM on whether such leave should be granted;
(i) to conduct inspections in the Headquarters buildings, periodically or upon request by DIR/HRM, to ensure that proper sanitary and other related measures are taken, and to report thereon;
(j) to advise DIR/HRM on any preventive measures that may be necessary as a result of an epidemic, outbreak of an infectious disease or any quarantine order which may affect an individual staff member who has reported a case of infectious disease in his/her household (See HR Item 6.3);
(k) to co-operate with HRM and MSS in providing pharmaceutical products urgently required and unobtainable at certain field duty stations.
Procedures
1. HR Procedure 7.1 - Enrolment and participation to MBF
2. HR Procedure 7.2 - Reimbursement under MBF

Staff Regulations
1. Staff Regulation 6.1
2. Staff Regulation 6.2

Staff Rules
1. Staff Rule 103.7 - Eligibility for allowances
2. Staff Rule 106.3 - Medical care

Forms
1. Form HR 7-1 - Request for reimbursement of expenses incurred in France
2. Form HR 7-2 - Reimbursement of expenses incurred outside France
3. Authorization for deductions of monthly contributions for after service health insurance from UNJSPF

Links
1. ICSC
2. Vanbreda International

Appendices
1. Appendix 7 A - Rules of the UNESCO Medical Benefits Fund
2. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
Enrolment in MBF

Enrolment of participants

HRM

a) The HR Officer (HRM/SES) confirms the enrolment of the newly appointed staff member to the MBF by issuing the personnel action form which indicates the names of persons covered, the effective date of participation and an identity number that shall be used in all communications. A Notification of personnel action is issued by HRM/SES to confirm the arrangements.

Participants

b) Participants who wish to register their eligible family members for the coverage by MBF shall provide their HR Officer at HRM/SES with supporting documents which may be required of them, such as:

i) for children: birth certificate

ii) for spouse: marriage certificate

iii) in the absence of spouse or children, for the father, mother, brother or sister: annually, official evidence, of the secondary dependant’s financial means as photocopies of annual pension statements, or if not applicable, an official annual notification that the person is not subject to income tax or an annual statement delivered by national authorities that the dependent has no financial means; official evidence of the financial assistance provided each year by the staff member to the dependent: photocopies of bank or other transfer instructions, money orders, etc.

c) Participants shall notify their HR Officer at HRM of any changes in their family status which may affect the coverage in MBF of the protected persons and shall provide the supporting documents which may be required of them.

d) Participants on special leave without pay or on special leave with partial pay wishing to continue their participation in the Fund shall submit the application before the commencement of such leave and should pay the total contribution (employer’s and employee’s shares) in advance.

e) Participants separated from the Organization before their fifty-fifth birthday may continue their participation to the MBF for a period not exceeding 12 months after separation. They shall submit the application to HRM/SPI beforehand and shall pay the total contribution (employer’s and employee’s shares) in advance.

f) A participant separated from the Organization on or after his/her fifty-fifth birthday and who wishes to continue his/her participation to the MBF must submit the Form “Request for extended participation” to HRM/SPI within three months of the separation date. Applications received by HRM/SPI after three months will not be accepted. Once removed from the MBF, no participant separated from the Organization or his/her protected persons will be readmitted.

g) Participants who receive a disability pension from the United Nations Joint Staff Pension Fund shall submit an application to HRM/SPI and pay his/her share of contribution.

Protected persons of deceased associate participants

The protected persons of deceased associate participants wishing to continue their affiliation to the MBF must submit their request to HRM/SPI within three months following receipt of the notification (or the birth of a posthumous child) by the person concerned (or by the legal representative).
Reimbursement under MBF

See Annex VI of the MBF Rules (HR Appendix 7 A) for the full Reimbursement procedure.

Deposit of Claims

a) As of 1st January 2011, claims are processed via the Claims Administrator for the MBF, Vanbreda International.

b) Claims for expenses incurred anywhere in the world are to be addressed using the claim form available on the website: www.vanbreda-international.com.

c) Participants located at Headquarters can also deposit their claims at SPI/HRM or in the MBF letter box situated in the Fontenoy building (currently located on the ground floor of the Fontenoy building in front of reception). In this case the claims will be collected and sent to Vanbreda International by SPI/HRM twice a week on Wednesdays and Fridays.

Transition period

All claims for treatment undertaken until 31st December 2010 inclusive are to continue to be submitted to GMC using Forms HR 7-1 for reimbursement of expenses incurred in France and Form HR 7-2 for reimbursement of expenses incurred outside France.
A. Purpose

1. The United Nations Joint Staff Pension Fund (UNJSPF) was established by the UN General Assembly to provide retirement, disability, death and related benefits for the staff members of the United Nations and other Organizations admitted to membership of the Fund. UNESCO is a member of the Pension Fund.

See Regulations, Rules and Pension Adjustment System of the United Nations Joint Staff Pension Fund for provisions on:

- Membership and Administration
- Assets and Investment
- Participation, contributory service and contribution
- Benefits
- General provisions

2. HRM/SPI is responsible for ensuring the application and interpretation of these Regulations and Rules in respect of UNESCO staff members, subject to the authority of the UNESCO Pension Committee and of the United Nations Joint Pension Board to interpret the UNJSPF Regulations and Rules to the extent required to give effect to them. HRM/SPI is also responsible for ensuring that participants are informed of any modifications made to these Regulations and Rules and of any other developments concerning the Pension Fund.

3. HRM/SES shall provide a copy of the UNJSPF Regulations and Rules to each newly appointed staff member eligible for the participation in the Fund.

B. Eligibility

4. Every staff member of UNESCO holding a fixed term, indeterminate or temporary appointment or an Appointment of Limited Duration automatically becomes a participant in the UNJSPF, provided such participation is not expressly excluded by terms of his/her appointment:

   (a) upon commencing employment of six months or longer or upon receipt of such an appointment while in employment; or

   (b) upon completion of six months of service without an interruption of more than 30 days.

5. The Director-General may, at his discretion, decide that a staff member shall remain affiliated or be affiliated to his/her national pension fund scheme.

6. The provisions of UNJSPF Regulations and Rules do not apply to persons employed under contracts of temporary assistance, such as supernumeraries, consultants, Special Service Agreements (SSA), Service Contracts, and Language Staff. See HR Manual Chapter 13 - Contractual arrangements for social security arrangements for temporary assistance personnel.
Moving to UNESCO from another member Organization

7. Whenever a staff member moves to UNESCO from another UN Organization, HRM/SPI contacts the Fund for details and conditions regarding continued pension participation.

C. Functioning of the Fund

Administration of the Pension Fund

8. The Pension Fund is administered by the United Nations Joint Staff Pension Board, supported by a Secretariat. Each member Organization, including UNESCO, has its own Staff Pension Committee, with its own Secretariat.

UNESCO Staff Pension Committee

9. The UNESCO Staff Pension Committee is established as an administrative organ of the UNJSPF within the Organization, with a delegated authority from the UN Pension Fund Board.

10. UNESCO's Staff Pension Committee comprises nine members who are elected/appointed as follows:

   (a) UNESCO General Conference designates three member country representatives and three alternates for a period of two years;

   (b) Three members (and three alternates), who must be participants of the Pension Fund, appointed by the Director-General;

   (c) Three UNESCO staff members (and three alternates) are elected by staff members in a secret ballot for a period of three years. In order to be eligible for election, the staff members must:

      (i) be affiliated to the Pension Fund;

      (ii) hold an appointment for six months or longer;

      (iii) have completed six months without interruption of service in one or several member Organizations of the United Nations system and thus have been contributing to the Pension Fund.

11. All staff members who participate in the United Nations Joint Staff Pension Fund at the date of the election are entitled to vote and may be elected members of the Staff Pension Committee provided they meet the requirements in paragraph 10 (c) above. However, for practical reasons and because meetings of Staff Pension Committee are held at UNESCO Headquarters, candidates should be based in Paris. It is desirable that panel of candidates be representative of the widest possible range of staff categories and geographical regions.

12. The three candidates who have obtained the largest number of votes will be declared elected as members of the Committee for a term of three years or until the election of their successors. The three candidates obtaining the next largest number of votes will be declared elected as alternate members.

13. The UNESCO Pension Committee shall have the following authority:

   (a) Grant benefits under the Pension Fund Regulations to UNESCO participants and beneficiaries.
(b) Interpret and apply the Pension Fund Regulations and Rules in respect of all UNESCO participant cases.

(c) Propose amendments to Regulations and Rules of the Fund for consideration by the Joint Staff Pension Board and subsequent submission to the General Assembly of the United Nations, which is the legislative body on pension matters.

(d) Participate, through designated representatives, in the regular and special sessions of the Joint Staff Pension Board and its subsidiary organs.

14. The composition of the UNESCO Pension Committee is published in Information Circulars issued to this effect according to the Staff Pension Committee’s election calendar.

Pensionable Remuneration

15. The pensionable remuneration scales for Professional staff are adjusted in accordance with the provisions of Article 54 (b) of the Regulations of the United Nations Joint Staff Pension Fund. Upon the relevant recommendation from the International Civil Service Commission, the Director-General has the authority to introduce the new scales in UNESCO. The pensionable remuneration scales for General Service staff are adjusted in accordance with the provisions of Article 54 (a) of the Regulations of the UNJSPF.

D. Further information

For further information participants to Pension Fund may contact:

UNESCO: HRM/SPI section

For further information beneficiaries of the Pension Fund may contact:

UN Joint Staff Pension Fund, in Geneva:

Secretariat of United Nations Joint Staff Pension Fund
Palais des Nations
1211 Geneva 10, Switzerland
Tel: + 41(22) 917 18 24 (Monday through Friday, 8:30AM to 5:30 PM local time)
Fax: + 41 (22) 917 00 04
E-mail: jspfgva@unog.ch

Procedures

1. HR Procedure 7.3 - Pension Fund - retirement or separation
2. HR Procedure 7.4 - Pension Fund - Validation
3. HR Procedure 7.5 - Pension Fund - Restoration

Staff Regulations

1. Staff Regulation 6.1
2. Annex J - Pensionable remuneration for staff in the Professional category and above

Staff Rules

1. Staff Rule 106.4 - United Nations Joint Staff Pension Fund

Circulars

1. IC/HR/47 - Elections of Staff Representatives to serve on the UNESCO Staff Pension Committee and the Advisory Board on Compensation Claims
### Key Documents

1. **UNJSPF - Emergency Fund**
2. **UNJSPF - Validation**
3. **UNJSPF - Transfer Agreements**
4. **UNJSPF - Two-Track**
5. **UNJSPF - Restoration**
6. **UNJSPF - Restoration - Amendment**
7. **UNJSPF - Participation**
8. **UNJSPF - Separation**
9. **UNJSPF - Disability**
10. **UNJSPF - Information for Beneficiaries**
11. Regulations, rules and pension adjustment system of the UN joint staff pension fund

### Forms

1. **UNJSPF Form PF.23 - Change of Payment Options**
2. **UNJSPF Form PF.23/A - Payment Instructions (Deferred benefit)**
3. **UNJSPF Form PF.23/B - Payment Instructions under Article 36 (Child's benefit)**
4. **UNJSPF Form PF.23/M - Change of Mailing Address Only**
5. **UNJSPF Form PENS.E/2 - Instructions for Payment of Benefits (Disability and Death Benefits)**
6. **UNJSPF Form PENS.E/6 - Instructions for Payment of Benefits (less than 5 years of service)**
7. **UNJSPF Form PENS.E/7 - Instructions for Payment of Benefits (5 or more years of service)**
8. **UNJSPF Form PENS.E/8 - Instructions for Payment of Benefits Under Article 40(c) (For participants with less than 5 years of additional contributory service)**
9. **UNJSPF Form PENS.E/10 - Declaration of Country of Residence**
10. **UNJSPF Form PENS.E/11 - Change of Country of Residence**
11. **UNJSPF Form PENS.B/1 - Election to Validate**
12. **UNJSPF Form PENS.C/1 - Election to Restore**
13. **UNJSPF Form PENS.A/2 - Designation of Beneficiary (for a residual settlement)**

### Links

1. **UN Joint Staff Pension Fund**
2. **UNJSPF Forms**
3. **UNJSPF Rules and Regulations**
Pension Fund – retirement or separation

UNJSPF brochure Separation

Participants

a) Participants to the Pension Fund:
   i) may contact HRM/SPI 3 months prior to their retirement or separation for an estimate of their retirement benefit.
   ii) should ensure having notified HRM/SPI of payment instructions (Forms: PF.23/A or PENS.E/6 or PENS.E/7 or PENS.E/8 depending on the choice of the benefit and the years of contributory service)
   iii) should review the ‘Designation of Beneficiary’ in order to ensure it is up to date;
   iv) should inform HRM/SPI of any disabled child over 21 years.

HRM/SPI

b) HRM/SPI will transfer to UNJSPF all the data and instructions concerning the participant who is eligible to receive a retirement benefit from the Fund.

Beneficiaries

c) Following their retirement, beneficiaries have to:
   i) report directly to the UNJSPF every change of address and country of residence.
   ii) complete and sign the ‘Certificate of Entitlement’ form sent to them by the UNJSPF between October and December of each year; failure of completing this form may result in a temporary suspension of the retirement benefit.

d) Beneficiaries in receipt of a small monthly benefit from the Fund, and who experience a financial hardship due to illness, infirmities of old age or similar causes, may request assistance from special Emergency Fund. The Emergency Fund was established to provide aid in individual cases of proven emergency; it can not be used to supplement pensions, provide loans and/or serve as a substitute for medical insurance.

e) Requests for assistance from the Emergency Fund should be submitted in writing to the secretary of the UNESCO Staff Pension Committee (HRM/SPI). The requests should include information on financial hardship experienced by the beneficiary, needs for assistance and costs involved.

f) Requests relating to medical expenses must be accompanied by a statement from a medical doctor and paid receipts.

HRM/SPI

g) Once an ex-staff member becomes beneficiary of UNJSPF, HRM/SPI is only involved in requests concerning the assistance from the Emergency Fund. All other pension requests are handled directly by UNJSPF.
Pension Fund – Validation

UNJSPF brochure Validation

Participants

a) A staff member who wishes to validate retroactively contributions for period(s) of employment, prior to the date on which the participation commenced should complete the Notice of Election to validate (Form PENS.B/1) and send it to the Secretary of UNESCO Staff Pension Committee. By submitting the Form PENS.B/1 a staff member has not yet committed him/herself to pay.

UNESCO Staff Pension Committee

b) Following receipt of Form PENS.B/1, the Secretariat of UNESCO Staff Pension Committee will review the application and, should the applicant meet the eligibility requirements, will calculate staff member’s contribution relevant for the periods of prior non-contributory service open for validation. This calculation will be done based on the pensionable remuneration scale that applied during these periods. The staff member will be informed in writing by the Secretary of UNESCO Staff Pension Committee of the amount that would be payable.
Pension Fund – Restoration

UNJSPF brochure Restoration

Participants

a) Staff member who wishes to restore previous period of participation in Pension Fund for which a withdrawal settlement has been paid should complete the Notice of Election to restore (Form PENS.C/1) and send it to the Secretary of UNESCO Staff Pension Committee. By submitting the Form PENS.C/1 the staff member has not yet committed him/herself to pay.

UNESCO Staff Pension Committee

b) Following receipt of the Form PENS.C/1, the Secretary of UNESCO Staff Pension Committee will review the application and, should the applicant meet the eligibility requirements, will calculate staff member’s contribution relevant to restore previous period of participation. This calculation will be done based on the pensionable remuneration scale that applied during these periods. The staff member will be informed in writing by the Secretary of UNESCO Staff Pension Committee of the amount that would be payable.
A. Purpose

1. The Staff Compensation Plan (SCP) is designed to provide financial compensation to a staff member or his/her beneficiaries in the event of his/her death, illness or injury which is deemed to be attributable to the performance of official duties.

2. Death, injury or illness of the staff member shall be considered as attributable to the performance of official duties in the following cases:
   
   (a) the death, injury or illness resulted as a natural incident of performing official duties;
   
   (b) it was directly due to the presence of the staff member on assignment by the Organization, in an area involving special hazards to the staff member's health or security and occurred as a result of such hazards;
   
   (c) the death, injury or illness occurred as a direct consequence of travelling by means of transportation provided by, or at the expense or direction of the Organization in connexion with the performance of official duties, except that this provision shall not extend to transportation sanctioned or authorised by the Organization solely on the request of, and for the convenience of the staff member.

3. The SCP will not apply to cases of death, injury or illness as a result of the following:
   
   (a) wilful misconduct of the staff member; or
   
   (b) wilful intent to bring about his/her or another person’s death, injury or illness.

B. Eligibility

4. The provisions of SCP shall apply to staff members holding a fixed-term or indeterminate appointment, an Appointment of Limited Duration or a temporary appointment of six months or more, or who have completed a six months period of service uninterrupted by a break of more than thirty days, except where this provision is expressly excluded by the terms of the appointment. The SCP may apply to former staff members who fulfilled the conditions above when employed by UNESCO.

5. A staff member who does not fulfil the conditions laid down in the above provisions, may be compensated by a national social security system to which she/he is affiliated, in accordance with the provisions of that system. See HR Manual Chapter 13, Contractual Arrangements.

6. In cases where a staff member neither fulfils the conditions laid down in paragraph 4 above nor is affiliated to a national security system, the Organization may, at its discretion, establish provisions to provide compensation to such staff member. See HR Manual Chapter 13.
C. Functioning of the Plan

7. The SCP is administered by SPI/HRM.

8. An Advisory Board on Compensation Claims (ABCC) is established:
   (a) to make recommendations to the Director General on compensation claims for his consideration; and
   (b) to advise the Director General on the implementation and administration of the Rules of the Staff Compensation Plan.

9. The ABCC may establish procedures for the purpose of discharging its responsibilities.

10. The Board shall consist of:
    (a) the three members of the UNESCO Staff Pension Committee appointed by the Director-General in accordance with the Regulations of the United Nations Joint Staff Pension Fund;
    (b) the three members of the UNESCO Staff Pension Committee elected by the participants of the Pension Fund in accordance with the Regulations for the United Nations Joint Staff Pension Fund;
    (c) a Secretary designated by the Director-General.

11. The composition of the ABCC is published in Information Circulars in accordance with the Staff Pension Committee’s election calendar.

D. Benefits

Sole compensation

12. The compensation payable under the rules of the SCP shall be the sole compensation from the Organization to which any staff member or his recognised dependants shall be entitled in respect of a claim falling within the provisions set out in paragraphs 1 and 2. Compensation payable under SCP shall not, however, affect any indemnity, grant or allowance which would otherwise become payable under the Staff Regulations and the Staff Rules upon separation or death.

Beneficiaries: Death Benefit

13. The death benefit shall be payable to the surviving primary or secondary beneficiaries of the deceased staff member as stipulated under provisions of SCP rules Article 11.

14. The primary beneficiaries are defined as follows:
   (a) surviving spouse, as recognized by the Organization. If the deceased staff member leaves more than one spouse, the annual compensation payable under this paragraph shall be divided equally among the surviving spouses. Upon the death or re-marriage of one such spouse, his or her share shall transfer to the remaining spouse or spouses in equal share.
   (b) each recognised child who is:
      (i) unmarried and under the age of 21;
      (ii) over the age of 21 and who is found to be incapacitated for substantial gainful employment as a result of illness or injury; or on reaching age 21, if a child benefit was payable immediately prior to reaching age 21; or at the time of death in service or entitlement to compensation as long as the child remains incapacitated.
any compensation due to a minor under these Rules shall be paid to or for the benefit of such minor. The Director-General may require the appointment of a guardian in such case.

15. Where there are no primary beneficiaries, the death benefit shall be payable to a surviving secondary beneficiary of the deceased staff member, defined as follows:

(a) dependent father or mother, recognised by the Organization.

(b) dependent brother or sister, recognised by the Organization.

Beneficiary: Injury or Illness Benefits

16. Injury or Illness Benefits shall be payable to the staff member as stipulated under provisions of SCP rules Article 12.

Relations to benefits under the UNJSPF

17. Compensation awarded under the SCP is intended to supplement benefits under payable under the UNJSPF and is subject to the following provisions:

(a) The Organization, subject to the conditions set out in paragraph 17(b) below, shall deduct from any compensation payable under the SCP, the amount of all benefits paid to the staff member or to persons entitled through him by the UNJSPF, if such benefits have become payable in respect of the same series of circumstance which gave rise to the entitlements to compensation under the SCP.

(b) Deductions under provisions of paragraph 17(a) above, shall not however reduce to less than 10% the compensation payable under the SCP provided the annual pension benefits together with the annual compensation payments shall not exceed the final pensionable remuneration plus the family allowances to which the staff was entitled at the date of the cessation of his employment.

(c) When periodic benefits under the UNJSPF are adjusted after award for variations in cost of living, the annuities payable under Article 5.1 and Article 7 of SCP Rules shall be adjusted proportionately.

Relations to benefits under the Staff Regulations and Rules

18. In any case of death, injury or illness determined under the SCP as attributable to the performance of official duties, the following provisions shall apply:

(a) In cases of serious incapacity where the staff member is likely to be absent from work for at least six months, DIR/HRM, acting on behalf of the Director-General, may, at the request of the staff member, authorise travel at the expense of the Organization for the staff member and his/her eligible dependants to the recognized place of home leave and return to the duty station to resume duties. This travel may be considered as advance home leave or if the staff member does not return to the duty, as final separation travel.

(b) Where the appointment is terminated as a result of illness, injury or death attributable to performance of official duties, the relevant provisions of the Staff Rules relating to the time limit for travel on termination and for removal of household effects may be extended, as appropriate according to the circumstances.

19. Authorized absences occasioned by the injury or illness shall be treated as special leave with full pay under the terms and conditions of Section III, Article 12 of the SCP.
Relation to non-UNESCO compensation payments or entitlements

20. In determining the amount of compensation, the ABCC (on behalf of the Director-General) may take into account any compensation payments or benefits under governmental, institutional or industrial social security or insurance schemes for which the staff member or his/her recognised dependants may qualify in respect of the same series of circumstances, provided this does not reduce compensation payments below the level prescribed under paragraph 17(b) above (Article 5.2 of the SCP).

21. In determining the amount of compensation, no account shall be taken of any private commercial insurance carried by the staff member and from which the staff member or the recognised dependants may benefit.

22. If the ABCC (on behalf of the Director-General) has reason to believe that a third party may be legally liable to pay damages for a death, injury or illness for which compensation is due under the SCP, it may, as a condition of granting such compensation, require the staff member or other persons to whom the compensation award is granted to assign to the Organization or its Insurers, any right of action to enforce such liability or to participate with the Organization to pursue such action.

23. Where a right of action is assigned, the person or persons entitled to compensation shall furnish the Organization or its Insurers with any available data or evidence and shall render all required assistance in pursuing any claim or action.

24. Any damages recovered against a third party in respect of which compensation is due under the SCP shall be applied, after deduction of reasonable legal costs defrayed by the Organization, to reimburse amounts already paid by the Organization and to reduce the liability of the Organization in respect of future payments.

Non-assignment

25. A person who is entitled to compensation under the SCP may not assign his/her entitlement to another person.

Compensation payment in the event of a death

26. Provisions relating to compensation payments in the event of death attributable to the performance of official duties are laid down in the Article 11 of SCP Rules (HR Appendix 7 B).

Compensation payment in the event of injury or illness

27. Provisions relating to compensation payments in the event of illness or injury attributable to the performance of official duties are laid down in the Article 12 and Appendix A of the SCP Rules (HR Appendix 7 B).

28. Any medical expenses reimbursed under complementary insurance schemes to which the staff member has subscribed on voluntary basis will be taken into consideration when calculating the amount of reimbursement of medical costs under SCP.
E. Claims

Time-Limit

29. Staff members and former staff members must submit claims for compensation to the Chief HRM/SPI, Secretary to the ABCC within four months of the injury, the manifestation and diagnosis of illness or death. The ABCC (on behalf of the Director-General) may accept for consideration a claim made at later date for valid reasons, however, in practice this is limited to very exceptional circumstances.

To submit a claim, see HR Procedure 7.6.

30. A declaration of accident or illness (via an accident or illness report) shall be submitted to the Chief HRM/SPI, Secretary to the ABCC, even when there are no immediate reimbursable expenses involved.

Medical examination

31. The ABCC may require a medical examination of any person claiming or in receipt of a compensation for injury or illness. In the event of non-compliance with such request the Director-General may order any further compensation payments to be suspended.

Documentary evidence

32. Any person claiming or in receipt of a compensation shall furnish documents or other evidence to the Secretary of ABCC for the purpose of determination of entitlements. For the list of documents, please refer to the Annex to HR Procedure 7.6.

33. The fact that injury, illness or death occurs while in the employment of UNESCO does not necessarily mean that it is the result of the performance of official duties on behalf of UNESCO. The claimant or his/her beneficiaries have the responsibility to furnish evidence demonstrating a causal connection between the injury, illness or death and the performance of official duties. For the list of documents, please refer to the Annex to HR Procedure 7.6.

Claims against Third Parties

34. A person who may become entitled to compensation under SCP rules shall not, without the prior consent of the Organization, waive, settle or assign all or part of any claim or action against a third party to which the circumstances of the death, injury or illness may give rise. The Director-General may refuse the payment of compensation in whole or in part where he/she considers that the waiver, settlement or assignment is in contravention of provisions of this paragraph (Article 8.1 of the SCP Rules (HR Appendix 7 B) and has caused prejudice to the Organization.

Reconsideration and Appeals

35. A person claiming a compensation may, within 30 days of receiving notice of the Director-General's decision, apply in writing for a reconsideration of the decision. The Director-General may, in exceptional circumstances, accept for consideration a request made at a later date.

36. The Advisory Board shall examine such request and make appropriate recommendations to the Director-General whose decision shall be deemed to be an administrative decision. This may be appealed by the staff member in accordance with the provisions of Chapter XI of the Staff Regulations and the Staff Rules.
37. In cases of requests for reconsideration based on medical grounds a Medical Board shall be convened to examine the case and to report to the ABCC who shall, in turn, submit its recommendation, together with the report of the Medical Board, to the Director-General for final decision.

38. The Medical Board shall consist of:

(a) a qualified medical practitioner selected by the claimant;
(b) UNESCO's Chief Medical Officer (CMO) or a medical practitioner selected by him;
(c) a third qualified medical practitioner who shall be selected by the first two, and who shall not be a medical officer of the Organization.

39. The claimant shall normally bear the costs of the medical practitioner whom he/she selected and half of the costs of the third medical practitioner of the Medical Board, the balance of the cost to be borne by the Organization. Where the request for reconsideration is successful, the Organization will bear the total costs of the Medical Board.

40. When an appeal under this article also involves an appeal against a decision of the Joint Staff Pension Board, the Medical Board established under the Regulations and Rules of the United Nations Joint Staff Pension Fund and the Medical Board's report shall be utilised to the extent possible.

Reopening of compensation cases

41. The Director-General, on his/her own initiative or on the request of a person entitled to or claiming to be entitled to compensation, may reopen any compensation case based on facts previously unknown and, where warranted, amend any previous award.

Procedures

1. HR Procedure 7.6 - Compensation Claims

Staff Regulations

1. Staff Regulation 6.2

Staff Rules

1. Staff Rule 106.5 - Illness, injury or death attributable to the performance of official duties

Appendices

1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
2. Appendix 7 B - Staff Compensation Plan
Compensation Claims

A. In the event of injury or illness

Claimant

a) In the event of injury or illness which appears to be attributable to the performance of official duties, at Headquarters or in the field, the staff member, through his/her hierarchical chief or AO, must report the occurrence immediately to the Chief of the Medical Service and Secretary of the Advisory Board on Compensation Claims.

b) Any person claiming under the Rules of the Staff Compensation Plan shall provide the Secretary of the Advisory Board on Compensation Claims with all documents or other evidence as may be required in support of his/her claim (please consult the Annex to this Procedure below). Whenever possible, all relevant supporting documents should accompany the initial claim. However, should part of the documentation not be available immediately, the claim should still be submitted, in order to avoid rejection on the grounds of late submission. The missing documents should be sent to the Secretary of the Advisory Board on Compensation Claims as soon as they become available. The claim will not be submitted to the Advisory Board on Compensation Claims until all required evidence has been received and evaluated.

c) Medical expenses related to a claim should be paid by the claimant and then claimed back in accordance with the compensation procedure. Pending the outcome of the compensation claim, the claimant may first request reimbursement of medical expenses under the rules of the Medical Benefits Fund.

Advisory Board on Compensation Claims (ABCC)

d) The Secretary of the Advisory Board on Compensation Claims, who is responsible for the preliminary consideration of each case, is authorized to acknowledge a case as being "attributable to the performance of official duties" in the first instance, and to report subsequently to the Advisory Board on Compensation Claims for confirmation. Cases decided in this manner are those which are a priori clear-cut and have no doubtful legal or medical aspects.

e) In accordance with Article 17 of the Rules of the SCP, the claim is reviewed by the Advisory Board on Compensation Claims. The Board may seek the assistance of the Chief of the Medical Service and the legal Adviser before making recommendations to the Director-General.

f) The claimant will be notified in writing of the decision regarding his/her claim by the Secretary of the Advisory Board on Compensation Claims, who will simultaneously arrange all compensation payments as approved.

The Chief Medical Officer (CMO)

g) The Chief Medical Officer (CMO) reviews the claim and submits the proposal of the reimbursement rates, based on the American Medical Association scales, to the ABCC.

B. In the event of death

Immediate supervisor or AO
h) In the event of death which appears to be attributable to the performance of official duties, at Headquarters or in the field, the staff member’s hierarchical chief or AO must report the occurrence immediately to the Chief of the Medical Service and Secretary of the Advisory Board on Compensation Claims, indicating as far as possible the exact cause of death.

Advisory Board on Compensation Claims (ABCC)

i) The Secretary of the Advisory Board on Compensation Claims, who is responsible for the preliminary consideration of each case, is authorized to acknowledge a case as being "attributable to the performance of official duties" in the first instance, and to report subsequently to the Advisory Board on Compensation Claims for confirmation. Cases decided in this manner are those which are a priori clear-cut and have no doubtful legal or medical aspects.

j) In accordance with Article 17 of the Rules of the SCP, the claim is reviewed by the Advisory Board on Compensation Claims. The Board may seek the assistance of the Chief of the Medical Service and the legal Adviser before making recommendations to the Director-General.

k) The claimant will be notified in writing of the decision regarding his/her claim by the Secretary of the Advisory Board on Compensation Claims, who will simultaneously arrange all compensation payments as approved.

The Chief Medical Officer (CMO)

l) The Chief Medical Officer (CMO) shall approve beforehand any medical expenses submitted in relation with the immediate and direct consequences of an accident or an illness.

<table>
<thead>
<tr>
<th>Information to be provided when submitting a claim for compensation under the Rules of the Staff Compensation Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Personal data</td>
</tr>
<tr>
<td>Full name, functional title, duty station and salary level of the claimant, and the address where he/she may be contacted.</td>
</tr>
<tr>
<td>(2) Grounds for the claim</td>
</tr>
<tr>
<td>Indicate as precisely as possible the nature of the claim, e.g., reimbursement of medical expenses, compensation for loss of earning capacity, total or partial disability, etc.</td>
</tr>
<tr>
<td>(3) Attribution to the performance of official duties</td>
</tr>
<tr>
<td>Under Article 3 (principles of award) of the Rules of the SCP, compensation is awarded only where an injury, illness or death is determined by the Director-General to be attributable to the performance of official duties. Occurrence of such an injury, illness or death merely while in the employment of UNESCO does not establish that is attributable to the performance of official duties. It is therefore of paramount importance that the claim should contain substantial justification to establish a causal connection to the actual performance of official duties.</td>
</tr>
<tr>
<td>(4) Information and supporting documents required for claims involving an injury:</td>
</tr>
<tr>
<td>(a) Nature of injury.</td>
</tr>
<tr>
<td>(b) When and how occurred.</td>
</tr>
</tbody>
</table>
(c) Treatment received.

(d) The initial medical report covering all aspects of the injury. The attending physician may, if he/she wishes, forward this report under confidential cover directly to the Chief of the UNESCO Medical Service; in such case, the staff member should indicate this in his/her claim.

(e) When disability is involved, a detailed medical report must be provided. The attending physician may, if he/she wishes, forward this report under confidential cover directly to the Chief of the Medical Service. If this is done, it should be indicated in the claim.

(f) Copy of the official accident report.

(g) Witnesses' statements if not included in the accident report.

(h) Whether there is third-party liability. See Article 8 of the Rules of the SCP.

(i) In accordance with the procedure for claims against third parties which the organization might make, staff members, regardless of duty station, using public or private transport during the performance of their professional activities shall in the event of an accident, obtain a statement or otherwise gather any evidence which may help to substantiate the facts.

(j) Statement from the supervisor that the staff member was on duty at the time of the accident.

(k) Medical and hospital bills should be listed and copies of such bills attached to the claim.

(l) Leave reports for any period of absence from duty in connection with the accident.

(5) Information and supporting documents required for claims involving an illness

(a) Diagnosis.

(b) When and where the illness was contracted.

(c) Treatment received.

(d) Medical report covering all aspects of the illness

(e) When disability is involved, a detailed medical report must be provided. The attending physician may, if he/she wishes, forward this report under confidential cover directly to the Chief of the Medical Service. If this is done, it should be indicated in the claim.

(f) Medical and hospital bills should be listed and copies of such bill attached to the claim.

(g) In addition to the above list of supporting documents required in respect of a claim, any staff member who has sustained an injury likely to be considered attributable to the performance of official duties shall, in addition to his/her obligations under the Rules of the Staff Compensation Plan (in particular, Articles 14-16), so inform the Chief of the Medical Service, especially where medical care relating to the accident is provided outside the Organization. These precautions are designed to enable the necessary administrative measures to be taken and, where necessary, arrangements for follow-up treatment to be made.
(6) **In the event of death**

It is assumed that death was preceded by either illness or injury. The appropriate information listed in paragraphs 4 or 5 should therefore be provided. In addition, a copy of the death certificate and autopsy report (if performed) should be provided. The Secretary of the Advisory Board on Compensation Claims will assist the beneficiary in preparing a claim and obtaining the required documentation.

(7) **Social security information**

The claimant should state whether he/she is entitled, as a result of the injury or illness, to a pension or other compensation from any source outside the Organization, such as a governmental, institutional or industrial social security or insurance scheme.
HR Item 7.5. Voluntary Group Life Insurance Scheme

A. Purpose

1. The Voluntary Group Life Insurance Scheme is made available by the Organization to provide preferential premium rates for life and accidental permanent disability insurance coverage for staff members. The premium is paid entirely by the staff member although the Organization covers the administrative costs of managing the scheme. The current voluntary group life, accident and disability insurance plan (GLADI) is made available for the convenience of the staff members worldwide cover in case of:

   a) Death From Any Cause (for the staff member and spouse with an optional Family Plan)
   b) Accidental Death and Dismemberment (for the staff member and spouse)
   c) Total Permanent Disability (for staff member only).

B. Eligibility

2. The GLADI plan is optional. Staff members, holding a fixed-term or indeterminate contract, may join the plan on a voluntary basis subject to the following conditions:

   (a) being aged under age of 65 (corresponding to normal retirement age);
   (b) holding a contract of at least 6 months duration

   Staff member can also ask to extend the plan to his/her spouse for Death From Any Cause, and/or Accidental Death and Dismemberment coverage and to his/her spouse and dependent child (children) for the Family Plan.

C. Participation

Commencement of coverage

3. To participate in the GLADI plan, staff members submit an application to HRM/SPI, using form HR 7-4*.

4. For new applicants, coverage for Death from any Cause and Total Permanent Disability is provided after clearance by the Chief Medical Officer of UNESCO. Spouses can join the Death from any Cause benefit only on submission of a completed medical questionnaire and an examination by a medical doctor confirming that he/she is medically fit upon enrolment. No examination is required for enrolment for the Accidental Death and Dismemberment benefit. Spouse and dependent child (children) can join the Family Plan. No medical clearance is necessary.
5. Coverage starts on the first day of the month following medical clearance provided by the Chief Medical Officer, but not earlier than the date of entry on duty.

6. Coverage, as well as that of the spouse, normally stops upon separation from UNESCO, but coverage for former staff members may be continued up to the age of 74 under the conditions set out in paragraph 14 below.

*Staff members currently participating in the Zurich Group Life Insurance Plan will be automatically enrolled in the new insurance GLADI Plan (no medical clearance is required), but they must complete the attached form indicating the amount of coverage and designating the names of their beneficiaries.

D. Covered Risks and Sum Insured Options

7. The following describes in general terms, and subject to the contract provisions, the risks covered by these options. In all plans, coverage is worldwide and also applies while participants are travelling.

a) **Death from any Cause - Staff member only or staff member and spouse** (Benefits become payable upon death of the insured staff member or spouse from any cause)

   *Sum insured:* At the time of enrolment, the staff member or the staff member and spouse may apply for coverage for an amount equalling the following multiples of annual pensionable remuneration (PR): 1.0, 1.5, 2.0, 2.5, 3.0 or 4.0 times annual PR. The staff member must be enrolled for 1.0 time PR to enrol spouse. Staff member and spouse may elect different levels of coverage. The maximum group term life insurance is US$ 500,000.

b) **Death from any Cause - Family Plan covering spouse and children** (Benefits become payable upon death from any cause of the spouse and dependent children up to age 21)

   *Sum insured:* The sum insured for the spouse is 15% of the staff member’s annual pensionable remuneration (PR); for dependent children, the sum insured is 7.5% of annual PR. The overall limit in the event of death of more than one family member is equal to one-half of the insured staff member’s annual PR. If the spouse is also enrolled in the Life Insurance for Spouse, then the sum insured for the spouse cannot exceed US$500,000.

c) **Accidental Death and Dismemberment - staff member, spouse** (Benefits become payable upon the death from accidental causes but with certain exclusions e.g. suicide, military activity and piloting aircraft. In addition, this covers dismemberment, that is, loss of a limb or loss of sight, provided the loss occurs within 120 days of the accident)

   *Sum insured:* At the time of enrolment, the staff member or the staff member and spouse may apply for coverage for an amount equalling the following multiples of annual pensionable remuneration (PR): 1.0, 1.5, 2.0, 2.5, 3.0, 3.5 or 4.0 times Annual PR subject to a maximum of US$500,000. This is the Sum Insured. The spouse of the staff member may be enrolled provided the staff member him/herself is also enrolled; the staff member and spouse may elect different levels of coverage. The amount payable depends on the following losses which must occur within 120 days from the date of the accident.
d) Total Permanent Disability - staff member only (Benefits become payable upon the decision by the competent body of the United Nations Joint Staff Pension Fund confirming the staff member to be totally and permanently incapacitated for further service with a member organization of the Fund)

A lump sum equal to 20% of the staff member's latest annual pensionable remuneration (PR) is paid in the event of Total and Permanent Disability. For staff members under the age 62, an annuity equal to 15% of the latest annual PR will be payable in monthly instalments with an annual cost of living adjustment of 3% per annum.

Coverage under options A, C and D above can be taken out independently of one another.

The capital sum insured

8. The capital sum insured is automatically updated unless the limit is reached (see paragraph 8), the reason being that the sum insured is based on annual pensionable remuneration (PR). Therefore, if the PR increases, the capital sum insured also increases at the same rate subject to the overall plan limit. Of course, the premium will also be adjusted automatically.

Changes to the capital sum insured

9. The sum insured can be increased or decreased once in any 12-month period. An increase of the sum insured from one multiple of annual pensionable remuneration (PR) to a higher option for the Death from any Cause insurance (e.g. changing the sum insured from 2 years of PR to 3 years of PR) is always subject to clearance by the Chief Medical Officer of UNESCO.

E. Contributions

10. The cost of participation in GLADI is borne entirely by participants. Payment of premiums is made through monthly payroll deductions for staff members. Payment by participants who have left UNESCO is made in accordance with the provisions set out in paragraph 15 below. The monthly premium rates set out below are expressed in US dollars and indicate the premium rate for each US$ 1,000 of Capital Sum Insured:

<table>
<thead>
<tr>
<th>Accident resulting in:</th>
<th>Percentage of Sum Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Death</td>
<td>100%</td>
</tr>
<tr>
<td>Permanent total loss of sight in both eyes</td>
<td>200%</td>
</tr>
<tr>
<td>Permanent total loss of sight in one eye</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of, or permanent total loss of use of two (2) limbs</td>
<td>200%</td>
</tr>
<tr>
<td>Loss of, or permanent total loss of use of one limb</td>
<td>100%</td>
</tr>
<tr>
<td>Permanent total loss of sight in one eye, and loss of, or permanent total loss of use of, one limb</td>
<td>200%</td>
</tr>
</tbody>
</table>
### Coverage

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Monthly Premium Rate per US$ 1,000 of Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Death from any cause, including exemption from premium for death cover (in case of disability)</td>
<td></td>
</tr>
<tr>
<td>Age &lt;30</td>
<td>$0.0489 ;</td>
</tr>
<tr>
<td>30-34</td>
<td>$0.0603;</td>
</tr>
<tr>
<td>35-39</td>
<td>$0.0651;</td>
</tr>
<tr>
<td>40-44</td>
<td>$0.1041;</td>
</tr>
<tr>
<td>45-49</td>
<td>$0.1995;</td>
</tr>
<tr>
<td>50-54</td>
<td>$0.2724;</td>
</tr>
<tr>
<td>55-59</td>
<td>$0.4036;</td>
</tr>
<tr>
<td>60-64</td>
<td>$0.5640;</td>
</tr>
<tr>
<td>65-68</td>
<td>$0.7827;</td>
</tr>
<tr>
<td>69-73</td>
<td>$1.1640.</td>
</tr>
<tr>
<td>Death from any cause without exemption from premium (spouses only)</td>
<td>US$ 0.2479</td>
</tr>
<tr>
<td>Accidental Death and Dismemberment</td>
<td>US$ 0.0405</td>
</tr>
<tr>
<td>Family Plan</td>
<td>US$ 0.0437</td>
</tr>
<tr>
<td>Total Permanent Disability from any cause</td>
<td>US$ 0.1239</td>
</tr>
</tbody>
</table>

### Exclusions

11. In some plans there are exclusions as indicated below:

For the *Death from any Cause* option, there are no exclusions.

For the *Accidental Death or Dismemberment* option, benefits shall not be paid if the accident

a. is sustained whilst the insured person is engaged or taking part in naval, military, or air force service or operations, riding or driving in any kind of race;

b. results directly or indirectly from the insured person engaging in air travel except as a passenger;

c. results from suicide, or attempted suicide, or wilfully self-inflicted injury, or from deliberate exposure to exceptional danger (except in an attempt to save a human life), or from the insured person's own criminal act;

d. results directly or indirectly from disease or natural causes, or from medical or surgical treatment (except where such treatment is rendered necessary by bodily injury caused by accident within the scope of this contract);

e. is directly caused by war, whether declared or not, or any act of war or insurrection.

For the *Total Permanent Disability* plan, no benefits are paid if the loss results from a wilfully self-inflicted action, or is caused directly by war, whether declared or not, or any act of war or insurrection.
G. Claims

12. All claims shall be reported as soon as possible to HRM/SPI, together with all the documentation necessary to substantiate the claim, for example, medical reports and police reports. In case of death, an official death certificate must be submitted. The Insurer pays the indemnities directly to the staff member (in the event of Dismemberment, Family Plan claim, or Total Permanent Disability) or to the beneficiary(ies).

H. Payment of the premium

13. The premium for staff members (and spouse/children, if appropriate) is deducted automatically from the monthly salary. If the insurance continues after separation, the former staff member must pay the premiums as shown below (see paragraph 15).

I. Participation to GLADI after separation or whilst on Leave Without Pay

14. Staff members wishing to participate in GLADI after separation must be enrolled at the time of their separation; the coverage chosen cannot be increased following the date of separation. Former staff members are automatically covered for Death from any Cause only, free of charge, for sixty days following their separation from service.

15. Alternatively, former staff may elect to continue coverage as shown below for Death from any Cause or both the Death from any Cause AND Accidental Death or Dismemberment combined, by paying the related premium. Staff members must contact HRM/SPI and complete the required forms prior to the date of separation to continue coverage.

<table>
<thead>
<tr>
<th>Years in GLADI</th>
<th>Years insurance can be continued (at staff member’s own expense)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year</td>
<td>1 year</td>
</tr>
<tr>
<td>5 years</td>
<td>2 years</td>
</tr>
<tr>
<td>10 years with separation BEFORE age 55</td>
<td>4 years</td>
</tr>
<tr>
<td>10 years with separation on or after age 55</td>
<td>Until 74th birthday</td>
</tr>
</tbody>
</table>

For all former staff members participating in the Death from any Cause plan, the amount of cover is:

- a. 100% of the sum insured at the time of separation from the time of separation up to the 55th birthday
- b. 75% from the 55th birthday to the end of the 59th year
- c. 50% from the 60th birthday to the end of the 64th year
- d. 25% from the 65th birthday to the end of the 68th year
- e. 15% from the 69th birthday to the end of the 73rd year.

While the amount of coverage is reduced, the premium is determined by multiplying the amount of coverage by the following premium rates:
Participants must pay the premiums for such continuation on a six-monthly basis, in advance, and directly to the insurer. On request, the capital may be converted into an individual whole life cover, up to the amount of coverage at the time of separation, without medical examination. Former staff members are automatically covered for Death from any Cause only, free of charge, for sixty days following their separation from service.

All GLADI coverage is suspended when a staff member goes on Leave Without Pay. Should the staff member wish to continue coverage during periods of Leave Without Pay, he/she must advise HRM/SPI in writing, in advance, that they wish to continue and must arrange for payment of the applicable premiums.

J. Profit Sharing

16. The contract contains a Profit Sharing provision. The amount of the Profit Sharing, if any, would be determined at the end of the three year contract (or the end of any extension thereto) and distributed to all participants. The Group insurance options under GLADI have no cash value. The premiums established are used to provide ONLY the guarantee of indemnity should the covered loss occur.

For additional information, please contact HRM/SPI at ext. 82060

Forms

1. HR Form 7-4 Group Life Accident and Disability Insurance (GLADI)
HR Item 7.6. Malicious Acts Insurance Policy (MAIP)

A. Purpose

1. The purpose of the Malicious Acts Insurance Policy (MAIP) is to cover eligible staff and other personnel for death or disability caused by war or a malicious act.

2. War is defined as an armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.

3. A malicious act is defined as hostilities, revolution, rebellion, insurrection, riots or civil commotion, sabotage, explosion of war weapons, terrorism, murder or assault by foreign enemies or an attempt thereat.

B. Eligibility

4. The following staff and other personnel are automatically covered by the MAIP:

   (a) Group 1: internationally and locally recruited Professional staff members holding indeterminate, fixed term or temporary contracts; internationally recruited personnel working as consultants, holding Service Contract or Special Service Agreement; individuals on loan to the Organization and staff on secondment from Governments.

   (b) Group 2: internationally and locally recruited General Service staff, Field Service staff and National Professional Officers; locally recruited personnel working as consultants, holding Service Contract or Special Service Agreement.

   (c) Group 3: other non-staff members whilst on mission/travel/DSA status including:

      (i) Official visitors including external auditors

      (ii) Special Guests

MAIP is not extended to spouses or dependant children.
C. Functioning of the Policy

5. The MAIP is administered on behalf of UN Agencies by the United Nations Insurance and Disbursement Service (IDS). UNESCO is a participant to the MAIP.

Premiums

6. Individuals do not have to pay for coverage under MAIP. UNESCO bears the full cost of the premiums, the budget for which is under responsibility of MSS.

D. Coverage

7. Coverage by MAIP is 24 hours, seven days per week, worldwide.

8. All eligible staff and personnel (see paragraph 4 above) are automatically covered by MAIP. No forms need to be completed for enrolment. MSS makes all the arrangements for payment of the premium.

9. Administrative Officers must ensure that all eligible staff and personnel have the original of the latest duly completed "Designation of Beneficiary Form" in their files. For international staff, the form will be kept in their personnel files at Headquarters as it will also be valid for the needs of Staff Compensation Plan and Pension Fund.

E. Exclusions

10. The MAIP does not cover death or dismemberment directly or indirectly resulting from the following:

   (a) Engagement of the covered person in naval, military or air force service operations, or participation in riots or civil unrest;

   (b) Use by the covered person of a firearm, unless he/she has an authorization from the UN Security Service to carry arms;

   (c) Use by the covered person, as a passenger, of a military aircraft as mode of transportation, except in disaster and emergency situations, where no other means of transport is available, and except for flights beginning and ending in Iraq, and for flights between Amman or Kuwait and Iraq.

   (d) Covered person being in a state of insanity suffering from neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type.

   (e) Covered person being under the influence of alcohol or drugs;

   (f) Commitment by the covered person of suicide or attempted suicide or intentional self-injury;

   (g) Covered person initiating the criminal act;

   (h) Covered person deliberately exposing him/herself to exceptional danger (except in an attempt to save human life);

   (i) Terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent;
(j) War, whether declared or not, between any of the current Five Permanent Members of the United Nations Security Council, or war in Europe, whether declared or not, other than civil war or any enforcement action by or on behalf of the United Nations, in which any of the current Five Permanent Members of the United Nations Security Council or any armed forces thereof are engaged. This exclusion applies to covered persons whilst in their own country of domicile. It shall not apply if a covered person is on a specific journey to another country provided that the covered person is not engaged in or taking part in naval, military or air force service operations, or participation in riots or common civil service commotions.

F. Requirements

11. The insurers must be informed by UN IDS if more than 30 insured persons are to travel on board of a military aircraft.

G. Benefits

12. There are three benefits under MAIP:

(a) Death benefit,

(b) Permanent Total Disablement, that is disablement, including Post Traumatic Stress Disorder, which entirely prevents the covered person from performing or giving attention to any business or occupation for which he/she is reasonably suited by training, education or experience; and which lasts twelve months and at the expiry of that period is beyond hope of recovery.

(c) Permanent Partial Disablement, meaning disablement, including Post Traumatic Stress Disorder, which prevents the insured person from attending to a substantial part of his business or occupation and which lasts twelve calendar months and, at the expiry of that period, being beyond hope of improvement.

<table>
<thead>
<tr>
<th>Table 1 – MAIP benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Staff belonging to Group 1 and 3 of paragraph 4 above are insured for:</strong></td>
</tr>
<tr>
<td><strong>Death</strong></td>
</tr>
<tr>
<td><strong>Permanent Total Disablement</strong></td>
</tr>
<tr>
<td><strong>Permanent Partial Disablement</strong></td>
</tr>
</tbody>
</table>

| **Staff belonging to Group 2 of paragraph 4 above are insured for:** |
| **Death** | 10 times annual salary |
| **Permanent Total Disablement** | 10 times annual salary |
| **Permanent Partial Disablement** | Percentage of 10 times annual salary as per scale established by MAIP |

13. While covered under MAIP, should an insured person disappear, and his/her body not be found within a suitable period of time which it is reasonable for the Police or registration authorities to believe that the insured person has died as a result of injury, the death benefit shall become payable, subject to a signed undertaking given by the insured that if the belief is subsequently found to be wrong, such death benefit shall be refunded to the Insurers.
H. Medical expenses

14. Medical expenses are covered up to 10% of the benefit for death, permanent total disablement or permanent disabling injuries or 15% of the total amount for temporary total disablement whichever is greater, subject to a maximum of 10,000 USD.

I. Beneficiaries

15. In the case of death, the benefit will be payable to the beneficiaries designated by the covered person in Designation of Beneficiary Form.

J. Security measures

16. Ignoring security instructions may be taken as deliberate exposure to exceptional risk or danger which could render an individual's coverage null and void. Therefore, insured persons must comply with all relevant security measures established by the United Nations Department of Safety and Security (UN DSS) applicable for the duty station, either transmitted by MSS or as instructed by the UN DSS personnel in the location. See HR Chapter 8, Travel and removal and HR Chapter 17, Staff Security.

K. Security clearance

17. Before insured individuals travel at UNESCO's expense to any duty station, they must inform UN DSS. When travelling to or through a country with a Security Phase in effect, they must request, two weeks ahead of the proposed travel, and receive security clearance from United Nations Designated Official for Security in the duty station. Travel to or through a country in Security Phase in effect may not commence and tickets should not be given to the traveller until security clearance is received. See HR Chapter 17, Staff Security for detailed procedures.

18. Directors/Heads of field offices:

(a) must ensure strict adherence of covered persons to the security measures declared in countries to which or through which a covered person travels;

(b) Heads of field offices should maintain and submit to MSS, at regular intervals, an updated list of all insured persons present in the area; and

(c) are responsible for ensuring that all eligible personnel (see paragraph 4 above) hold a valid contract at all times. No claim may be submitted without a valid contract.

L. Fraud

19. Any fraud, misstatement or concealment by an insured person in relation to any matter affecting MAIP insurance or in connection with the submission of a claim shall render the insurance null and void in so far as it relates to the insured person in question.

Furthermore, any claim determined to be fraudulent will result in disciplinary measures against the relevant party(ies).

Procedures

1. **HR Procedure 7.8 - MAIP claims**
MAIP claims

a) All incidents potentially leading to MAIP claims must be immediately reported to BFC by the HR Manager or AO in charge of the insured person concerned.

b) The following information on the insured person concerned shall be submitted to BFC:
   i) name and ID number (when applicable);
   ii) date of incident;
   iii) circumstances of incident;
   iv) description of loss (injuries or death);
   v) date of birth;
   vi) level/grade;
   vii) copy of the contract with UNESCO;
   viii) copy of notice of personnel action indicating net basic salary;
   ix) security report and policy report if applicable
   x) For death cases only:
      a. death certificate and post-mortem report
      b. beneficiary designation
   xi) For medical expenses claim: receipted medical invoices certified as necessary and valid costs by the Chief Medical Officer (CMO).

c) Additional information may be required by the insurers during their review and processing of the claim.

d) All MAIP claims are subject to certification by UN DSS that the victim was in compliance with prevailing security guidelines and procedures. UN IDS will seek such confirmation from DSS for each reported claim.

Disability cases

e) For disability cases, all pertinent medical information must be submitted by BFC to CMO, who will communicate directly with the insurer’s claim adjustor regarding medical evaluation and any disability assessments.

f) For medical expenses claims, BFC shall ensure that medical invoices are certified by the CMO prior to submitting to UN IDS.
Chapter 8. Travel and removal expenses

8.1. Introduction
8.2. Travel entitlements
8.3. Official travel documents (passports, UN laissez-passer, UN certificates, visas)
8.4. Transportation of personal effects and removal of household goods
8.5. Inoculations and/or vaccinations
8.6. Medical Travel

HR Item 8.1. Introduction

A. Purpose and Scope
B. Basic Legal Documents

A. Purpose and Scope
1. This chapter covers a number of provisions relating to travel and removals, namely:
   (a) Transportation of personal effects;
   (b) Removal of household goods;
   (c) Official travel documents (Passports, UN Laissez-Passer, Visas);
   (d) Excess baggage charges;
   (e) Inoculations and/or vaccinations;
   (f) Insurance; and
   (g) Medical travel

2. The chapter does not cover statutory travel entitlements (e.g. home leave, family visit), which can be found in HR Manual Chapter 6 Leave or official travel on mission, which can be found in AM Item 15.2 (Travel on mission).

B. Basic Legal Documents
3. The basic legal documents for the provisions described in this chapter are Chapter 7 of UNESCO’s Staff Regulations and Staff Rules and the Convention on the Privileges and Immunities of the Specialized Agencies.

Staff Regulations
1. Staff Regulation 7.1
2. Staff Regulation 7.2

Staff Rules
1. Staff Rule 107.1 - Travel entitlements of staff members
2. Staff Rule 107.10 - Removal of household goods
3. Staff Rule 107.11 - Insurance
4. Staff Rule 107.12 - Effect of resignation
5. Staff Rule 107.13 - Transportation of decedents
6. Staff Rule 107.2 - Travel entitlements in respect of staff member’s family
7. Staff Rule 107.3 - Travel authority
8. Staff Rule 107.4 - Route and mode of travel
9. Staff Rule 107.5 - Travel by car
10. Staff Rule 107.6 - Travel time
11. **Staff Rule 107.7 - Subsistence allowance**
12. **Staff Rule 107.8 - Travel expenses**
13. **Staff Rule 107.9 - Transportation of personal effects**

**Key Documents**

1. Convention on Privileges and Immunities of the Specialized Agencies

**Forms**

1. Form HR 8-1 - Request for Statutory Travel
2. Form HR 8-2 - Travel Declaration
3. Form HR 4-5 - Education Grant
5. Form 530 - Official Travel Order (Staff Rules)
6. Form AM 15-3 - Travel Record
7. Form TTS.2 - Application for Issuance or Renewal of United Nations Laissez-Passer
8. Form AM 15-5 - Detailed travel request (for staff members at HQ only)

**Appendices**

1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
HR Item 8.2. Travel entitlements

A. Overview

1. Staff members may be eligible for the following travel entitlements:
   (a) travel on appointment (see paragraphs 2 to 16 below);
   (b) travel on transfer (see paragraphs 2 to 16 below);
   (c) travel on separation (repatriation travel) (see paragraphs 17 to 31 below);
   (d) medical travel (see HR Manual Item 8.6);
   (e) travel on home leave (see HR Manual Item 6.13);
   (f) travel on family visit (see HR Manual Item 6.14.);
   (g) education grant travel (see HR Manual Item 6.15.);
   (h) travel on rest and recuperation leave (see HR Manual Item 6.9);
   (i) travel on mission (see AM Item 15.2);

B. Travel on Initial Appointment or Transfer

Purpose

2. The Organization shall pay the travel expenses of staff members to enable them to take up their duties following their initial appointment or transfer (change of duty station).

Eligibility and Conditions

3. A staff member with an indeterminate, fixed-term or temporary appointment shall be entitled to travel to the duty station at the Organisation’s expense on initial appointment, or on change of duty station, unless the place in question is within commuting distance. Travel shall be either from the staff member’s recognized home or place of recruitment (on appointment) or from his/her previous duty station (on transfer).

4. Where a staff member with an indeterminate or a fixed-term appointment is entitled to travel at the Organisation’s expense on initial appointment or transfer, his/her eligible family members shall also be entitled to travel at the Organisation’s expense to the duty station. UNESCO does not, however, pay the travel expenses of any family members who travel with staff members with temporary appointment.

5. Eligible family members shall include the spouse and any dependent children. Travel expenses may also be payable for the staff member’s fiancé(e), provided that the marriage takes place within three months of the staff member’s arrival at the duty station; reimbursement shall require the presentation of a valid marriage certificate.
6. Eligible family members shall only be entitled to travel on condition that:

(a) the appointment or transfer of the staff member to the new duty station is for not less than one year or he/she has already served not less than one year at the duty station;

(b) travel is effected at least six months before the expiry of the staff member's assignment to the duty station; and

(c) they remain at the duty station not less than six months.

Eligible family members may travel separately from the staff member.

Travel authority

7. All travel undertaken at the expense of the Organization shall be subject to prior authorisation of the HR Officer (HRM).

Route and mode of travel

8. All travel at the expense of the Organization shall be by the route, mode of transportation and class prescribed by the Director-General.

9. Staff members and eligible family members shall utilise the most direct and economical route and mode of transportation unless an alternative route and/or mode of transportation would be in the best interests of the Organization. The mode of transportation normally prescribed shall be by air.

10. Travel by surface means may be authorized, upon request:

(a) if the Director-General is satisfied that travel by surface means, including travel on initial appointment, is in the interests of the Organization;

(b) if the Medical Officer of the Organization certifies that the staff member concerned is medically unfit for travel by air;

(c) for reasons of personal convenience, if the exigencies of the service permit, provided that the traveller shall pay for the difference, if any, between the cost of the fare by surface means and that by air.

11. Travel by private car may be authorized, at the request of the staff member, subject to such conditions as the Director-General may prescribe and provided that the staff member holds valid car insurance against damage and/or loss involving the car and the persons or property of third parties including passengers.

Travel expenses

12. For the approved travel of a staff member and eligible family members upon his/her initial appointment or transfer, he/she may opt either for the normal travel entitlement and issuance of tickets or for a lump sum payment in lieu of all entitlements related to the travel, be it by air or by other means.

13. Normal travel entitlement: Travel expenses covered by UNESCO for the journey by the most direct, economical route from his/her recognized home or place of recruitment, or the previous duty station, to the new duty station, shall include tickets, terminal expenses, transportation of excess baggage or unaccompanied shipment, and daily subsistence allowance. All journeys by air shall be economy class.
14. Alternatively, staff members may request a lump sum payment under Staff Rule 107.8. The lump sum is calculated as follows:

(a) The amount of the lump sum is set at 60% of the full economy class airfare applicable to the most direct route between the authorized points of departure and destination (see also DG/Note/12/11REV Efficiency measures);

(b) The amount of the lump sum shall be 6% of the full economy class airfare for children below 2 years, and 30% for children between 2 years and their twelfth birthday;

(c) For air travel, staff members and eligible family members receive the lump sum amounts, as indicated above;

(d) Travel by means other than air shall be paid as follows: the staff member shall receive the lump sum for the destination concerned (60% of airfare; see also DG/Note/12/11REV Efficiency measures). In addition, one-half of the lump sum will be paid for each eligible family member included in the travel request.

15. The lump sum is a payment in lieu of all travel-related expenses. No additional payments shall be made in respect of such expenses. Furthermore, UNESCO shall not be responsible for any delay or additional expenses or liabilities that may arise: in particular, staff members are strongly advised to take out appropriate insurance in case of, for example, flight cancellations. Special arrangements apply for the reimbursement of fees charged for the passport renewal and for visas, see HR Item 2.6, paragraph 15 and HR Procedure 2.4.

16. Staff and eligible family members must choose the same travel option described in paragraph 13 and 14 above.

Reimbursement of Travel Expenses

17. In the event of departure of a family member after less than six months at the duty station, travel expenses paid shall be reimbursed except where the Director-General has authorized his/her departure or considers that there is exceptional justification. However, the six months requirement may be waived in respect of dependent children who travel outside the duty station for education purposes.

C. Repatriation Travel

Purpose

18. The Organization shall pay the travel expenses of staff members on separation to enable them to return to their recognised home or to any other place of their choice.

Eligibility and Conditions

19. Staff members on indeterminate, fixed-term or temporary appointments are entitled to travel, at the Organisation’s expense, on or within 12 months following separation, from the duty station to their recognised home, or to any other place of their choice, up to the cost of travel to the recognised home, provided that these are not within commuting distance of the duty station. If the cost of travel to the other destination is lower than the cost to the recognised home, the lower amount shall be paid.
20. If the separation follows an appointment of less than 12 months, the Organisation may, at its option, pay the travel expenses of the staff member to the place of recruitment only.

21. No travel expenses shall be payable if separation is the result of an abandonment of post under Staff Rule 105.5(b). In addition, the Organisation may decline to pay travel-related expenses if the separation results from a resignation before the staff member has completed 12 months of service or a resignation within 6 months of his/her return from a family visit or home leave.

22. Where the staff member is entitled to travel at the Organization’s expense upon separation, the eligible members of his/her family shall also be entitled to travel. The eligible family members shall include the spouse and any dependent children. Separation travel may also be authorised in respect of a child who has ceased to be dependent, provided it is effected within a year of the cessation of dependency, or in the year following completion of a full-time university course started when the child was still a dependent. The eligible family members may travel separately from the staff member.

Travel authority

23. All travel undertaken at the expense of the Organization shall be subject to prior authorisation of the HR Officer (HRM).

Route and mode of travel

24. All travel at the expense of the Organization shall be by the route, mode of transportation and class prescribed by the Director-General.

25. Staff members and eligible family members shall utilise the most direct and economical route and mode of transportation unless an alternative route and/or mode of transportation would be in the best interest of the Organization. The mode of transportation normally prescribed shall be by air.

26. Travel by surface means may be authorized, upon request:

(a) if the Director-General is satisfied that travel by surface means is in the interests of the Organization;

(b) if the Medical Officer of the Organization certifies that the staff member concerned is medically unfit for travel by air;

(c) for reasons of personal convenience, if the exigencies of the service permit, provided that the traveller shall pay the difference, if any, between the cost of the fare by surface means and that by air.

27. Travel by private car may be authorized, at the request of the staff member, subject to such conditions as the Director-General may prescribe and provided that the staff member holds valid automobile insurance against damage or loss involving the car and the persons or property of third parties including passengers.

Travel expenses

28. For approved travel upon separation, staff members are entitled to claim for themselves and eligible family members either the actual travel expenses incurred or a lump sum.

29. Travel expenses covered by UNESCO for the journey by the most direct, economical route from his/her recognized home or place of recruitment to the duty station, which shall include the tickets, terminal expenses, transportation of excess baggage/unaccompanied shipment, and daily subsistence allowance. All journeys by air shall be economy class.
30. The lump sum payment is calculated as follows:

(a) the amount of the lump sum option is set at 60% of the full economy class airfare applicable to the most direct route between the authorized points of departure and destination (see also DG/Note/12/11REV Efficiency measures);

(b) the amount of the lump sum shall be 6% of the full economy class airfare for children below 2 years, and 30% for children between 2 years and their twelfth birthday;

(c) for air travel, staff members and eligible family members receive the full lump-sum amounts, as indicated above;

(d) travel by means other than air shall be paid as follows: the staff member shall receive the lump sum for the destination concerned (60% of airfare (see also DG/Note/12/11REV Efficiency measures)). In addition, one half of the lump sum will be paid for each eligible family member included in the travel request.

31. The lump sum is a payment in lieu of all travel-related expenses; and no additional payments shall be made in respect of such expenses. Furthermore, UNESCO shall not be responsible for any delay or additional expenses or liabilities that may arise: in particular, staff members are advised to take out appropriate travel insurance in case of, for example, flight cancellation.

32. Staff and family members must choose the same travel option described in paragraph 27 above.

Procedures
1. HR Procedure 8.1 - Travel on appointment or transfer
2. HR Procedure 8.2 - Repatriation travel

Staff Regulations
1. Staff Regulation 7.1
2. Staff Regulation 7.2

Staff Rules
1. Staff Rule 101.7 - Honours and favours
2. Staff Rule 101.10 - Collaboration with a government or an institution
3. Staff Rule 107.11 - Insurance
4. Staff Rule 107.2 - Travel entitlements in respect of staff member’s family
5. Staff Rule 107.3 - Travel authority
6. Staff Rule 107.4 - Route and mode of travel
7. Staff Rule 107.5 - Travel by car
8. Staff Rule 107.6 - Travel time
9. Staff Rule 107.7 - Subsistence allowance
10. Staff Rule 107.8 - Travel expenses
11. Staff Rule 107.9 - Transportation of personal effects

Key Documents
1. Convention on Privileges and Immunities of the Specialized Agencies

Appendices
1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
Travel on appointment or transfer

Staff member
(a) In his/her offer of appointment, or notification of transfer, a staff member is asked to indicate which, if any, of his/her family members will be travelling to the duty station and to choose one of the two travel options: travel expenses covered by UNESCO (e.g. actual tickets) or lump-sum payment. He/she completes Form HR 8-1 (Request for Statutory Travel) to indicate his/her choice. If eligible family members have different travel arrangements, a separate Form HR 8-1 is required.

HR Officers
(b) Upon confirmation of the staff member’s appointment or transfer and receipt of the completed Form HR 8-1, the HR Officer shall establish the travel entitlement of the staff member and any of his/her eligible family members. Once the staff member has indicated his/her acceptance of the amount of the lump sum option and the authorisation has been issued by the HR Officer, it shall not be possible to revert to the normal travel entitlement.

TRAVEL TICKET OPTION
HR Officer
(c) When the travel ticket option is requested, the HR Officer issues the travel authorisation to the AO of the Sector/Bureau/Office/field office, with copy sent to the staff member.

Staff members
(d) The staff member contacts the AO to finalise both his/her travel arrangements and those of his eligible family members.

Administrative Officers
(e) The AO creates and certifies the travel order in FABS, based upon the travel arrangements received from the staff member. The AO either arranges for the actual tickets to be issued to the staff member or, where more practical, requests the staff member to purchase the tickets (to be reimbursed on submission of appropriate documentation).

Staff members
(f) Within two weeks of his/her arrival at the duty station, staff members must submit to their AO a signed and dated Travel Record (Form 565), together with required documentary evidence (e.g. ticket stubs, boarding passes etc) and a request to the AO for reimbursement of expenses incurred. No reimbursement claim shall be processed until the staff member submits Form AM 15-3 with the relevant supporting documents.

LUMP SUM OPTION
HR Officers
(g) The HR Officer sends the completed Form HR 8-1 to BFM to calculate the amount of the lump sum.

BFM
(h) BFM calculates the lump sum amount, completes the relevant section of Form HR 8-1 and returns the Form to HRM/SES,

HR Officers
(i) HRM authorises the AO of the staff member to process the lump sum payment.
Administrative Officers

(h) The AO creates and certifies the travel order and processes the request in FABS. The payment of a lump sum shall be made not earlier than two months prior to the journey.

Staff members

(i) Within two weeks of their arrival at the duty station, staff members must submit to their AO a signed and dated Travel Declaration (Form HR 8-2). No supporting travel documentation should be attached. Staff members are, however, required to retain evidence of travel for 4 years, as UNESCO reserves the right to request such evidence at any time during this 4 year period in response to audit queries.

In the event that a journey is not made, staff members are required to inform the HR Officer immediately, who will in turn inform the AO so that any amounts paid can be recovered.
Repatriation Travel

Staff member

(a) Prior to his/her separation, the staff member shall complete the Request for Statutory Travel (Form HR 8-1) to indicate his/her travel destination, travel dates, accompanying eligible family members and the travel option: normal travel entitlement (tickets) or lump-sum payment. If eligible family members have different travel arrangements, a separate Form HR 8-1 is required.

HR Officers

(b) Upon receipt of the completed Form HR 8-1, the HR Officer shall establish the travel entitlement of the staff member and any of his/her eligible family members. Once the staff member has indicated his/her acceptance of the amount of the lump sum option and the authorisation has been issued by the HR Officer, it shall not be possible to revert to the normal travel entitlement.

TRAVEL TICKETS OPTION

HR Officer

(c) When the travel ticket option is requested, the HR Officer issues the travel authorisation to the AO of the Sector/Bureau/Office/field office, with copy sent to the staff member.

Staff members

(d) The staff member contacts the AO to finalise both his/her travel arrangements and those of his eligible family members.

Administrative Officers

(e) The AO creates and certifies the travel order in FABS, based upon the travel arrangements received from the staff member. The AO arranges for the actual tickets to be issued to the staff member.
HR Item 8.3. Official travel documents (passports, UN laissez-passer, UN certificates, visas)

| A. Passport | B. UN Laissez-Passer (UNLP) | C. UN Family Certificate (UNFC) | D. UN Certificate (consultants) | E. Visas |

1. The various travel documents relating to statutory and official travel are summarized below.

A. Passport

2. The issue or renewal of passports required for travel shall be arranged by the traveller as far in advance of the departure date as possible. These costs are reimbursable. The costs for eligible dependent family members are also reimbursable if the passport is required to enable the family member to join the staff member at the duty station. See HR Manual Item 2.6, HR Procedure 2.4. See also AM Item 15.1.

B. UN Laissez-Passer (UNLP)

3. The UNLP is designed to facilitate the official travel of staff members of the UN Secretariat, its Funds and Programmes, Specialized Agencies and other UN Organizations. It is recognized and accepted as a travel document by the parties to the 1946 Convention on the Privileges and Immunities of the United Nations, and the 1947 Convention on the Privileges and Immunities of the Specialized Agencies. Eligible dependent family members may also be added to the UNLP.

4. The UNLP is a travel document and cannot be used for identification purposes. Any alteration or mutilation will render the document invalid. Amendments, additions, stamps or statements (such as the issue of a visa for travel purposes) must only be inserted in the UNLP by the United Nations Secretariat or government officials.

5. The following staff members are eligible for a UNLP:

   (a) internationally-recruited staff members whose recognized home is outside the country of the duty station and who are not nationals of that country;

   (b) internationally-recruited staff members whose recognized home is in the country of the duty station or who are nationals of that country but are required to travel officially outside the country of the duty station;

   (c) locally recruited staff members who are required to travel officially outside the country of the duty station.

6. In pursuance of Article VIII, section 30 of the Convention on the Privileges and Immunities of the Specialized Agencies, staff members at D-1 grade and above, are entitled, when travelling on official business, to the same facilities as diplomatic envoys.

7. The request for a UNLP must be accompanied by a budget code to be debited countersigned by the ADG/Director of Bureau/Office/Institute or Director/Head of field office concerned.

8. The validity of the UNLP is five years and it is not renewable. Staff members should request a new UNLP at least 3 months before the expiration date of the existing UNLP, where this is required for mission or service purposes.
9. The UNLP must be returned by the staff member upon separation. However, if justified (e.g. for use during repatriation travel), a staff member may retain his/her UNLP for up to 2 months after separation, on the understanding that final payment of monies due to the staff member cannot be completed until the UNLP has been returned to the Protocol Unit within the Sector for External Relations and Public Information (ERI(PRO).

10. Staff members with a UNLP should take all necessary care to prevent its loss or theft.

11. At Headquarters, the loss or theft of the UNLP must be reported immediately to ERI/PRO accompanied by a police declaration.

12. In Field Offices, the loss or theft of a UNLP must be reported to the AO, who ensures that the procedure below is followed:

   (a) The loss or theft is reported to the local police authorities;

   (b) If in a country with a UN country office, the loss or theft is also reported to the Head of the country office, copied to the Resident Coordinator;

   (c) Notification of the loss or theft is sent as soon as possible to ERI/PRO, to include the:

      (i) UNLP number;

      (ii) date of issue;

      (iii) circumstances under which it was lost or stolen;

      (iv) action(s) already taken by the staff member locally;

      (v) police report log number, if available.

   (d) The staff member should follow up with the local police authorities.

If the UNLP is found, he/she should notify ERI/PRO via the AO of the Field Office, as well as the Head of the country office and the Resident Coordinator; at Headquarters he/she should notify ERI/PRO.

C. UN Family Certificate (UNFC)

13. The purpose of the Family Certificate is to facilitate the official travel of family members in an area where undue hardship could result from the absence of a United Nations identification document. Supporting documentation of such hardship shall be submitted with each application for a Family Certificate.

14. Family Certificate may be issued to the official's immediate family members, such as a dependent spouse and/or eligible children (up to age 21) provided that: the official has a valid Laissez-Passer and the journey is being made at the expense of the organization/agency and the absence of such a document may cause inconvenience with regard to freedom of movement in connection with authorized travel. At any given time a dependent of the staff member may hold only one active Family Certificate.
D. UN Certificate (consultants)

15. The UN Certificate is a document designed to facilitate the official travel of consultants. It is valid for a maximum of one year from the date of issuance, and can be renewed as many times as may be necessary to cover the duration of the contract of the holder. The Certificate does not replace the national passport and does not affect visa requirements. The request for the UN Certificate is to be sent to ERI/PRO. See HR Manual Item 13.10.

E. Visas

16. Prior to taking up their duties, it is the responsibility of the staff member to ensure that they have all the necessary documents (e.g. visas, work permits) for them and accompanying eligible family members before traveling to the duty station. UNESCO will reimburse the costs of visas. If obtaining visa involves any costs other than the cost of visa itself, prior approval of the HR Officer is required.

17. At HQ, travellers may obtain information about visa requirements from the Security Section or their Foreign Affairs ministry or consulate. Upon presentation of their Travel Order, travellers should make the necessary arrangements with ERI/PRO to obtain any necessary visas well in advance the anticipated departure date. Any fees charged for a visa in connection with official travel shall be reimbursed as part of the travel claim.

18. Away from HQ, travelers are responsible for arranging any visas required, and to verify with the AO that any associated costs are included as part of the travel claim.

19. Members of the Executive Board may be assisted by ERI/PRO in obtaining visas from the French authorities and embassies in Paris to attend meetings of the Board or undertake official travel on behalf of the Board.

See also AM Item 15.1.

Procedures

1. HR Procedure 8.3 - Obtaining the official travel documents

Key Documents

1. Convention on Privileges and Immunities of the Specialized Agencies

Forms

1. Form AM 15-3 - Travel Record
2. Form HR 8-2 - Travel Declaration
3. Form HR 8-1 - Request for Statutory Travel
4. Form 530 - Official Travel Order (Staff Rules)
5. Form AM 15-5 - Detailed travel request (for staff members at HQ only)
6. Form TTS.2 - Application for Issuance or Renewal of United Nations Laissez-Passer
Obtaining the official travel documents

UN Laissez-Passer (UNLP)

Staff Member

a) As far in advance as possible of the anticipated departure date, the staff member shall submit a request to the Protocol Unit (ERI/PRO) for the issue of a UNLP, as follows:

i) Issue. The staff member should complete Form TTS.2 and submit, together with two passport-size photographs taken within the previous six months, a copy of the Travel Order (if appropriate) and the most recent PAF (Notice of personnel action). He/she shall attach a copy of the request signed by the ADG/Director of Bureau/Office/Institute or Director/Head of Filed Office indicating the budgetary code to be debited.

ii) Receipt. Immediately upon receipt of the UNLP, the staff member should sign it and keep a scanned copy for possible reference;

iii) Replacement. Requests for replacements should be submitted at least 6 months prior to the expiry of the current UNLP. If the UNLP to be replaced still contains visas which are still valid and required, the pages which are not to be cancelled should be specified in the request (Form TTS.2).

The UNLP will only feature generic title such as “Official of the United Nations”.

Protocol Unit

b) ERI/PRO is responsible for:

i) advising staff members, on request, about the conditions under which a UNLP is issued and how this could facilitate their official travel;

ii) receiving requests related to the issuance and renewal and for UNLPs, which they check and transmit to the UN;

iii) delivering the UNLP to the staff member;

iv) ensuring that the UNLP is recovered from staff members upon separation;

v) returning recovered UNLPs to the UN for cancellation;

vi) receiving all information coming from the Field offices related to the possible losses or thefts of UNLP.

AO

b) The AO is responsible for:

i) Transmitting to ERI/PRO without delay the requests for UNLP validated and countersigned by the ADG/Director of Bureau/Office/Institute or Director/Head of field office and indicating the budgetary code to be debited;

ii) Transmitting to ERI/PRO the declaration of loss, theft or discovery of a UNLP.

UN Family Certificate (UNFC)

Staff members

c) Staff members send requests for the issuance of UNFC to ERI/PRO.
e) A separate application is required for each family member. The procedure for the issue of the UNFC is as set out in paragraphs a) to c) above, except that the application is made on Form PT/39 and that, for each dependant, a copy of the passport and two identity photographs are required.

Visas

Staff members

f) To obtain reimbursement of fees charged for issuing visas for staff members, spouse and primary dependents residing with him/her, the staff member should complete a payment request (Form AM 3-7) and submit as follows:

i) if he/she is stationed at Headquarters, to his/her HR Officer, who authorizes the AO to make payment to the staff member’s bank account;

ii) if he/she is stationed at an Office away from Headquarters, to the Director/Head of field office for approval. The AO shall effect payment locally.

In Field duty stations where a visa is required to allow the staff member to work, it is recommended that these are recorded into the national passport.
HR Item 8.4. Transportation of personal effects and removal of household goods

A. Transportation of personal effects

Eligibility
1. Staff members whose travel expenses are payable by the Organization upon assignment, transfer or separation are eligible for transportation of personal effects, excluding animals, under the conditions set out in Staff Rule 107.9.

Place of transportation
2. Transportation may be effected as follows:
   (a) on appointment or transfer: from the staff member’s recognized home, place of recruitment or previous duty station to the new duty station;
   (b) on separation, from the duty station to the staff member’s recognized home or to any other place provided that the cost is not higher.

Quantity of transported personal effects
3. The entitlements are as follows:

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<th>a) Appointments or transfers of less than one year but more than 3 months</th>
<th>b) Appointments or transfers of one year or more</th>
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<td>150 kg (330 lb) in net weight or 1.2 cubic meters (42 cubic feet) in volume by the most economic mode of transportation.</td>
<td>The quantities are set out in the Staff Regulations and Staff Rules, Annex L</td>
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4. Should an initial contract of less than one year be extended to one year or more, the staff member shall become eligible for transportation of his/her personal effects up to the quantities set out in Annex L of the Staff Regulations and Staff Rules. However, any quantities he/she may have previously transported to the same duty station shall be deducted from the new entitlement.

Time limits for transportation of personal effects
5. Transportation may be effected in one or two shipments, subject to the following conditions:
   (a) upon assignment or transfer: the last shipment must arrive in the duty station not later than six months before the expiry of the staff member’s assignment in the duty station and, in any event, not later than three years following the date on which the staff member became eligible for the entitlement.
   (b) upon separation, the last shipment may be effected up to twelve months following the date of separation.
Packing and Storage

6. Where the cost of transportation of personal effects is payable by the Organization, the reasonable cost of packing, crating, unpacking and uncrating shall also be payable. Storage charges shall not be allowed except in so far as they are incidental to transportation or incurred through restrictions on movement beyond the control of the staff member.

Shipments of privately-owned automobiles

7. International professional staff members on appointment/transfer to a country included in a list approved by the Director-General (Appendix 8 B) are eligible for the shipment of a privately-owned automobile under the conditions set out below:

   (a) upon appointment/transfer of not less than two years. If the initial appointment/transfer was for less than two years, the request may be made when the initial period is extended to two years or more. The cost of shipment of an automobile is not reimbursed upon separation from service;

   (b) the automobile is shipped within 6 months of the staff member’s arrival at the duty station, or within 6 months of the staff member first becoming eligible for the entitlement;

   (c) the staff member is expected to remain at the duty station for a period of not less than 18 months following the date of arrival of the automobile in the country of the duty station. A reimbursement may also be authorized for a newly purchased automobile that arrives at a later date if the staff member can demonstrate that, at the time it was ordered, he/she was expected to remain at the duty station for a period of not less than 18 months;

   (d) the staff member is not provided with an automobile for both official and private use;

   (e) transportation is reasonable in the circumstances. In making such determination in the case of an automobile previously in the possession of the staff member, account will be taken of factors including the age of the automobile, the potential loss on re-sale if not transported and the relative price of automobiles in the locality and at the duty station;

   (f) in the case of a new automobile purchased at, and imported to, a duty station in a country included in the list in Appendix 8 B, the shipping costs charged by the dealer may also be reimbursed, provided that these costs are reasonable in the circumstances (including the place of shipment in relation to nearest source of supply);

   (g) reimbursement is authorized up to 75% of the cost, including freight, insurance and handling charges, subject to a maximum of $1875;

   (h) the staff member will be required to reimburse the shipping costs incurred by UNESCO if the automobile is sold before the end of the appointment, or transfer or within three years, whichever is the earlier. However, UNESCO may waive reimbursement if, in its opinion, a sale is justified by the depreciation of the automobile as a result of the mileage covered or serious damage resulting from an accident.
B. Removal of household goods

Eligibility

8. Staff members entitled to the payment of travel expenses on appointment, transfer or separation may have a certain quantity of household goods, excluding animals, transported at the expense of the Organization provided that:

   (a) the staff member has been assigned to a duty station where the cost of removing household goods is assumed by the Organization;

   (b) the assignment is for not less than two years, or is extended so as to bring the total duration of the assignment up to not less than two years; and

   (c) the other provisions of Staff Rule 107.10 (b) are respected.

Place of removal

9. The removal may be effected as follows:

   (a) on appointment, from the staff member’s recognized home, place of recruitment, or from any other place provided that the cost is not higher, to the duty station;

   (b) on transfer from one duty station to another, from the staff member’s recognized home or from the previous duty station, or from any other place provided that the cost is not higher, to the duty station;

   (c) on separation, from the duty station to the staff member’s recognized home or to any other place provided that the cost is not higher.

Quantity of household goods removed

10. The quantities of household goods that may be removed are set out in Staff Rule 107.10 (c):

   (a) 3750 kg (8250 lb) in gross weight or 30 cubic metres (1050 cubic feet) in volume if the staff member is not accompanied by any member of his/her family travelling at the expense of the Organization;

   (b) 5000 kg (11000 lb) in gross weight or 40 cubic metres (1400 cubic feet) in volume if the staff member is accompanied to the duty station or joined there by at least one member of his/her family travelling at the expense of the Organization.

11. However, where the staff member is also entitled to transportation of his or her personal effects under Rule 107.9, the following deductions shall be made from the above quantities:

   (a) the total weight or volume transported under that Rule by land and/or sea, or by air freight if transportation by another mean is not available, is impractical in view of the geographical circumstances of the duty station or is more expensive;

   (b) twice the weight or volume transported by air freight in all other cases.

When weight has to be converted into volume, it is assumed that 100 kg = 0.8 cubic metres, (10 lb = 1 cubic foot) or, conversely, that 1 cubic metre = 125 kg.

See Staff Rule 107.10 (c).
Time limits for removal of household goods

12. Removals may be effected in one or two shipments as follows:

(a) upon appointment or transfer, the last shipment shall arrive at the duty station not later than six months before the expiry of the staff member’s assignment, and in any event not later than three years following the date on which the staff member became eligible for the removal of household goods;

(b) upon separation, the last shipment may be effected within twelve months following the separation.

13. Where the staff member is also entitled to transportation of personal effects, the total number of shipments shall not exceed three.

Packing and Storage

14. The same provisions as in paragraph 6 above apply. However, if the staff member is transferred from a duty station to which he or she was entitled to remove household goods under Staff Rule 107.10 to a duty station to which he/she is not so entitled, he or she shall be reimbursed for not more than seven years storage and other pertinent charges, including the cost of insurance up to a value of $26,500, in respect of household goods which are in his or her possession at the date of assignment to the new duty station, provided that:

a) he/she is expected to return to his or her previous duty station within seven years, and

b) the quantity of stored household goods does not exceed the difference between his or her initial removal entitlement Staff Rule 107.10 and the quantities shipped to the new duty station at the expense of the Organization under Staff Rule 107.9, to be calculated as in paragraphs 10 and 11 above. See Staff Rule 107.10 (f)

Custom duties

15. Customs duties on personal property are not reimbursable by the Organization. However, at Headquarters, household goods are usually admitted duty free by the French authorities for a staff member’s first shipment. A second shipment may be admitted duty free provided that a written statement is made on receipt of the first shipment that another is expected later. MSS (Customs and Shipping unit) can assist staff members with clearance through French customs. For duty stations away from Headquarters, staff members should refer to the document issued by UNDP on local living conditions.

Excess Baggage Charges

16. Where travel is made by air in economy class on home leave, family visit, education grant travel or mission, the Organization may grant excess baggage if the lump sum option is not taken. The entitlement shall be up to a maximum of 20 kilos per person in each direction, (or its equivalent weight in their entitlement to unaccompanied shipment, whether by air or surface means of transport), or up to 40 kilos in one direction only. However, in cases of travel on appointment, change of duty station or repatriation, and in addition to the normal entitlement for the transportation of personal effects and/or removal of household goods, only up to 10 kilos of accompanied excess baggage shall be reimbursed when the ticket option is chosen. For infants under 2 years who have no baggage allowance from the airline company, the Organization shall pay for the transportation of up to 30 kilos when justified.
17. Baggage costs in excess of those specified above are not reimbursable by the Organization, unless they are essential for the accomplishment of official missions.

18. Travellers are reimbursed the cost of excess baggage, up to the maximum allowable amounts, on presentation of the Travel Record or of a receipt or counterfoil showing the actual cost incurred. They may request that a sum authorized for excess baggage be included in their travel advance except in the case of travel upon appointment, change of duty station or repatriation.

**Travel Risk and Insurance Coverage**

19. The provisions governing travel risk and insurance coverage for staff members, their spouses and dependants are set out in AM Item 15.2. Information regarding the insurance of personal effects and household goods is set out in HR Appendix 8 A.

**Procedures**

1. **HR Procedure 8.4 - Transportation of personal effects or removal of household goods**

**Staff Regulations**

1. **Annex L - Transportation of personal effects**

**Staff Rules**

1. **Staff Rule 107.11 - Insurance**
2. **Staff Rule 107.10 - Removal of household goods**
3. **Staff Rule 107.9 - Transportation of personal effects**

**Appendices**

1. **Appendix 8 A - Insurance of personal effects and household goods**
2. **Appendix 8 B - List of countries and territories to which UNESCO may accept responsibility for the cost**
Transportation of personal effects or removal of household goods

Staff Members

a) Eligible staff members shall submit a request to their HR Officer before organising the transportation of personal effects or the removal of household goods. The request shall include a detailed inventory (Form HR 8-3) of the items to be transported, together with an estimate of their value, weight and volume. Staff members shall obtain three quotes for transporting their personal effects or removal of household goods.

b) Upon approval of the entitlement, the HR Officer shall inform either ADM/PRO, using Form IMP/290, or the field office about the staff member’s entitlement, as indicated below. They shall also send a copy of Form IMP/1789 for transmittal to the authorities concerned with a view to facilitating customs clearance of the staff member’s personal effects or household goods. A copy of Form IMP/290 shall be sent to the staff member, authorising him/her to make necessary arrangements for packing and transportation of his/her personal effects or household goods.

ADM/PRO

c) ADM/PRO approves the contractor and settles invoices for staff members who are:
   i) newly appointed to the field if UNESCO does not have a field office in his/her home country or place of recruitment;
   ii) newly appointed to HQ;
   iii) on reassignment from HQ to the field;
   iv) on separation or retirement from HQ.

Field Office

d) The field office* approves the contractor and settles invoices for staff members who are:
   i) newly appointed to the field if UNESCO has a field office in his/her home country or place of recruitment;
   ii) on reassignment from one field office to another;
   iii) on reassignment from field office to HQ;
   iv) on separation or retirement from field office.

* Where UNESCO does not have a field office, authorization is sent to UNDP who approves the choice of contractors and settles the final bill.
HR Item 8.5. Inoculations and/or vaccinations

1. At Headquarters, the traveler should obtain information from UNESCO Medical Service well in advance of his/her travel regarding any inoculations and/or vaccinations that may be required in connection with official travel. The Medical Service will also arrange for any inoculations and/or vaccinations that need to be given. Any fees and related costs charged by an outside organization are reimbursable upon submission of a claim; the request shall be submitted to the AO, together with the medical prescription and the invoice.

2. Away from Headquarters, travelers are required to make their own arrangements to obtain any inoculations and/or vaccinations required. They shall include any costs in their travel claim.
HR Item 8.6. Medical Travel

A. Purpose

1. Medical travel may be authorized by the Director–General to allow staff members and eligible family members serving in field offices and whose recognized home is located outside the country of their duty station, to receive medical or dental treatment when appropriate facilities are unavailable locally.

B. Eligibility

2. Staff members in field offices and whose recognized home is located outside the country of their duty station may undertake medical travel at the expense of the Organization in order to receive care or treatment unavailable locally. The staff member’s eligible family members, that is, the spouse and recognized dependent children, are also entitled to medical travel, where appropriate, provided that they reside with the staff member at the duty station.

3. Secondary dependants are not entitled to medical travel.

C. Conditions

4. Staff members and their eligible family members should, wherever possible, plan all elective surgical interventions, medical or dental treatments at the time of a home leave or family visit travel. The days during which the staff member receives the required medical care or treatment are charged to sick leave or annual leave, as appropriate. (See HR Manual Item 6.2 and HR Manual Item 6.3). CMO in consultation with HRM/SES may decide to charge the forthcoming medical travel to home leave, family visit or separation travel.

D. Accompanying persons

5. A family member may be authorized to travel with the patient under the following circumstances:

   (a) in psychiatric cases;
   (b) for children up to 18 years old;
   (c) for patients who are unable to look after themselves.

6. A physician or a nurse may be authorized to accompany the person approved for medical evacuation if medical attention is required during the travel. This authorization does not preclude an accompanying person as defined under paragraph 5 above to travel with the patient.

E. Travel Expenses

7. Travel expenses for approved medical travel will be covered by the Organization to the nearest place where suitable medical facilities are available, or to the recognised home. In cases of elective treatment, such travel must be by the most direct and economical mode of transportation. The lump sum option available for statutory travel is not applicable to medical travel.
8. CMO may authorise the payment of DSA and the number of days payable to staff members who receive medical treatment away from the duty station, provided that this treatment does not involve hospitalisation. CMO may also authorise the payment of DSA to accompanying persons.

9. The number of days during which the DSA is payable may not exceed 45 days per year spent away from the duty station to obtain medical treatment. See AM Item 15.2

Procedures
1. **HR Procedure 8.5 - Medical travel**

Staff Rules
1. **Staff Rule 106.3 - Medical care**
Medical travel

Staff members

a) Staff members shall submit their request for medical travel to CMO for his/her approval as early as possible. The request shall include the full medical file as required by CMO;

b) If the staff member is undertaking the medical travel for him/herself, or is acting as an accompanying family member, he/she shall notify their immediate supervisor about the arrangements as early as possible. If the supervisor is not available, the staff member must inform a Secretary in the Division or field office or the AO (who may be required to enter the details in TULIP).

c) If the staff member is undertaking medical travel him/herself, the period of absence shall be registered in TULIP as sick leave. If the staff member is acting as the accompanying family member, the period of absence may qualify as uncertified sick leave for family reasons, or can be taken as annual leave, advanced annual leave or special leave without pay. See HR Chapter 6 Leave.

d) Immediately upon return from medical travel, staff members shall ensure that TULIP contains the correct number and type of days of leave taken during the period of absence on medical travel.

Chief Medical Officer

e) The CMO approves medical travel including:

   i) place of medical evacuation;

   ii) means and class of transportation. Unless otherwise authorised by CMO, all medical evacuation travel journeys by air shall be economy class;

   iii) travel for accompanying persons;

   iv) the payment and the number of days of DSA as appropriate.

f) CMO ensures that the staff member and/or his/her dependants are entitled to travel under the provisions of the Staff Rules and HR Manual and communicates his/her decision to the staff member’s HR officer.

HR Officers

The HR Officer authorizes the medical travel and issues instructions to the AO. The HR Officer shall also notify staff members of the authorization of his/her medical travel entitlement.

In cases of life threatening situations, approval for medical evacuation may be authorized by the senior UN Medical Officer in the duty station concerned, or, where necessary, by the Director/Head of field office. The field office must inform CMO as soon as possible about the circumstances of the evacuation.
Chapter 9. Staff relations

9.1. Introduction
9.2 Staff associations
9.3. Advisory council on personnel policies (ACPP)
9.4. Mediators

HR Item 9.1. Introduction

A. Purpose and scope of Chapter 9
B. Basic Legal Documents

A. Purpose and scope of Chapter 9

1. Chapter 9 covers the role and the functioning of the Staff Associations, of the joint administrative machinery with staff participation (Advisory Council on Personnel Policies), as well as the mechanisms for conciliation and for conflict resolution/prevention (mediators).

B. Basic Legal Documents

2. Chapter VIII of the Staff Regulations and Staff Rules, Staff Relations is the legal basis for staff relations matters.

Staff Regulations

1. Staff Regulation 8.1
2. Staff Regulation 8.2

Staff Rules

1. Staff Rule 108.1 - Staff associations
2. Staff Rule 108.2 - Advisory Council on Personnel Policies
## HR Item 9.2. Staff associations

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<tbody>
<tr>
<td><strong>A. Purpose</strong></td>
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</table>
| 1. | In accordance with **Staff Regulation 8.1**, a machinery is "provided by the Director-General to ensure continuous contact between the staff and himself or herself through duly elected officials of the association or associations representative of the staff."

| **B. Right of association** |   |
| 2. | Staff members have the right to be organized into associations, which all staff members or a distinct group of staff members are entitled to join.

| **C. Recognition of representative associations** |   |
| 3. | In accordance with the **Staff Rule 108.1**, approval by the Director-General of a staff association's constitution constitutes its official recognition. In order to be approved the constitution must fulfil the following conditions:

   (a) the constitution must be approved by a majority of members present at the constituent assembly, the convening of which must be notified to all staff members by the founding members of the association in question;

   (b) the constitution must not contain any provision that runs counter to the Organization's objectives and ideals;

   (c) the association must have as its main objective the defence of the rights and interests of the staff in general, while abiding by the Staff Regulations and the relevant texts applicable;

   (d) the association must comprise at least 15 per cent of the members of staff.

| **D. Working relations between the administration and staff associations** |   |
| 4. | The Director of the Bureau of Human Resources Management (DIR/HRM) maintains continuous contact, on behalf of the Director-General, with the elected officials of the associations representative of the staff, in accordance with **Staff Regulation 8.1**.

   5. Representative associations are consulted on the establishment of joint committees and working groups dealing with the terms of employment and working conditions of the staff, and participate in their work.

   6. Representative associations may make written comments on proposed amendments to the Staff Regulations or Staff Rules, or to any other text concerning the staff's employment and working conditions. To that end, those proposals are sent to them by DIR/HRM at least one month in advance, except in circumstances of exceptional urgency. |
E. Documents submitted to the General Conference

7. Representative associations may make written comments on documents submitted by the Director-General to the General Conference or to the Executive Board when items on the provisional agenda of those bodies concern the terms of employment and working conditions of staff. To that end, those documents are communicated to the associations sufficiently early to enable them to draft their comments, which they submit to the Director-General as quickly as possible so that he/she may in turn prepare the observations that he/she considers necessary. The associations' comments are published in the form of addenda to the relevant documents.

8. Representative associations may also submit their observations orally on matters concerning the terms of employment and working conditions of staff to the appropriate organs of the Executive Board and of the General Conference, subject to the prior agreement of those organs and within the time limits set by them. Requests to speak must be submitted, at least 48 hours before the time set for consideration of the item in question, to the Director-General, who transmits them to the organ concerned, together with any comments of his/her own. However, when such an item is included in the agenda after the deadline, the associations submit their request as soon as they learn of it.

F. Organizing leisure activities

9. Representative staff associations are authorized to organize sporting, recreational and cultural activities to which all the staff of the Organization and of ancillary services, and their family, have priority access. They may also extend them, for a small fee where appropriate, to members of permanent delegations and of international organizations with offices at the duty station.

G. Facilities granted to representative associations

10. The following facilities are made available by the Organization to representative associations:

   (a) At the beginning of each year, the subvention earmarked in HRM's budget for the relevant year, is distributed among representative associations, in proportion to the number of their respective members.

   (b) The Organization also finances, for each representative association, one and a half posts in the General Service category.

   (c) An annual quota of 100 workdays of special leave with pay is granted to each representative association to enable it to carry out the activities for which its constitution provides. In order to take such leave, the president of the representative association submits to DIR/HRM a note giving the reason for the request for special leave, the number of days and the names of the persons concerned. (See HR Manual Item 6.10) DIR/HRM checks the status of the respective quotas, and grants leave until such time as the quota is exhausted. Where appropriate, part of that leave may be used periodically to release the president of a representative association from his or her professional obligations; only one application may in that instance be submitted, at the beginning of each year, for example.

   (d) The Organization provides free of charge, to each representative association, the premises that it needs, for its day-to-day activities, and defrays the cost of heating, electricity and telephone calls.
(e) Each representative association has its own quotas included in the estimates of the Division of Conferences, Languages and Documents (CLD) for the translation, composition and printing of its documents. Those quotas are set on yearly basis in consultation with the representative associations and on the basis of their average use of facilities during the preceding year.

(f) Each representative association also has at its disposal facilities for the dissemination of information within the Organization (distribution of documents by MSS), notice-boards and the possibility of displaying messages on closed-circuit television or sending it by e-mail). The Organization also covers the cost of outside communications (postage of correspondence).

(g) Each representative association may also use, free of charge UNESCO’s ICT equipment within the limits of an annual quota determined in consultation with the representative associations.

(h) The meeting rooms that each representative association needs in order to hold the meetings for which its constitution provides are made available to it free of charge on receipt of a request submitted through EMS-AGORA application http://ems-server/ems/Help.aspx (Secretariat meeting).

(i) Each elected president of a representative association is released half-time from his or her professional obligations. If the sectors concerned consider it indispensable to replace him or her and are unable to provide funding within the limits of the funds at their disposal for operating expenses, they may submit a duly substantiated request to DIR/HRM.

H. Annual determination of the representativeness of associations

11. At the beginning of each calendar year, representative associations inform DIR/HRM of their membership so that he/she may determine whether they are representative and establish the quotas for facilities to be granted to representative associations for the period from 1 March of the relevant year to the end of February of the following year.

12. Membership is taken to mean the number of members of staff in active service who are up to date with their contributions on 31 December of the previous year or, in the case of a request for the approval of a constitution, on the day before the request is submitted.

13. The association or associations submitting figures lower than those mentioned in paragraph 3 (d) of this Item or failing to furnish the requisite information by 1 March of each year shall not, or shall no longer, be considered eligible for facilities granted to representative associations.

14. The information submitted may be verified by the Office of Internal Oversight (IOS) at the request of the Director-General or of a representative association. To that end, IOS enjoys all requisite latitude for conducting such verification of the information submitted by representative associations.

I. Special provisions

15. Notwithstanding the foregoing provisions, the staff associations which, as at 27 March 2001, enjoyed rights and facilities will retain the said rights and facilities granted them, namely:

(a) possibility of making written comments on proposed amendments to the Staff Regulations or Staff Rules, or to any other text concerning the staff's terms of employment and working conditions submitted by the Director-General to the General Conference or to the Executive Board;
(b) possibility of submitting their observations orally on matters concerning the terms of employment and working conditions of staff to the appropriate organs of the Executive Board and of the General Conference, subject to the prior agreement of those organs and within the time limits set by them;

c) equal sharing of 25 per cent of the subvention earmarked in HRM’s budget for the relevant year.

d) granting of a half-time post in the General Service category;

e) granting of an annual quota of 100 workdays of special leave with pay;

f) provision of the necessary premises for their day-to-day activities and of meeting rooms as necessary;

g) granting of quotas included in CLD’s estimates for the translation, composition and printing of their documents;

(h) facilities for the dissemination of information within the Organization (distribution of documents by ADM/HQD, notice-boards and the possibility of displaying messages on closed-circuit television or sending it by e-mail). The Organization also covers the cost of outside communication (postage of correspondence);

(i) use, free of charge, of UNESCO’s ICT equipment within the limits of an annual quota.

Staff Regulations
1. **Staff Regulation 8.1**

Staff Rules
1. **Staff Rule 108.1 - Staff associations**

Circulars
1. **IC/HR/12 Representative Staff Associations**

Links
1. **ISAU**
2. **STU**

Appendices
1. **HR Appendix 9 A - Statuts du syndicat du personnel de l’UNESCO (STU)**
2. **Appendix 9 B - Statuts de l’association internationale du personnel de l’UNESCO (AIPU)**

Published on 16.12.2009  Updated on 10.11.2017 5
HR Item 9.3. Advisory council on personnel policies (ACPP)

A. Purpose and role

1. The Advisory Council on Personal Policies (ACPP) is a joint administrative body set up to advise the Director-General on general personnel questions and staff welfare.

2. The ACPP reviews and gives advice on any policy proposal on personnel issues.

B. Composition

3. The ACPP consists of a Chairperson (DIR/HRM, ex officio), four members elected by direct universal suffrage and four members appointed by the Director-General.

4. The term of office of the members shall be four years, half of the panel of elected staff members shall be replaced every two years. Elected members shall remain in office until their successors have been appointed or elected.

5. No two members shall be of the same nationality. One-half of the elected members shall belong to the Professional category; the other half shall belong to the General Service category. Members who are no longer able to serve their term of office may be replaced; in the case of elected members any such replacement shall be effected, taking into account the criterion of nationality, by selecting the person who has obtained the highest number of votes immediately after the two members elected in each category.

6. DIR/HRM is responsible for submitting to the Director-General recommendations for members and replacements designated by the Director-General; he/she also transmits to the Director-General the names of the elected staff members.

C. Secretariat

7. The secretariat of the Council is provided by HRM/PPL which organises the meetings as far in advance as possible.

D. Functioning of the ACPP

Quorum

8. The quorum is considered to be achieved when five of the members of the ACPP are present during the session.

Agenda

9. The agenda shall consist of items requested by the Director-General or by at least half the members of the Council. It shall not consider cases of individual staff members.

10. Items which the recognized staff association(s) want(s) to bring to the attention of ACPP are submitted by the president of the staff association(s) to DIR/HRM.
Meetings

11. Meetings of the ACCP take place at regular intervals.

12. The Director-General may request the Council to meet at any time to discuss a particular issue.

13. Attendance at meetings of the Council shall be regarded as official duty for those concerned, whose supervisors shall give them the necessary latitude.

14. An observer of each recognized staff association may attend meetings, though he/she does not have the right to vote.

Recommendations and report of the Council

15. The ACPP recommendations should be adopted, to the extent possible, by consensus.

16. The Chairman submits the report including the recommendations to the Director-General and forwards a copy of the report to each recognized staff association.

Staff Regulations

1. Staff Regulation 8.2

Staff Rules

1. Staff Rule 108.2 - Advisory Council on Personnel Policies

Circulars

1. IC/HR/9 - Composition de la Commission consultative pour les questions générales du personnel (ACPP)

Appendices

1. Appendix 9 C - Règlement intérieur de la commission consultative pour les questions générale de personnel
HR Item 9.4. Mediators

A. Purpose and role of mediators

1. The mediators, who are independent of the supervisory structure, are responsible for advising the Director-General on matters submitted to them. They report directly to him/her.

2. The role of the mediators is to provide a channel for dialogue and conciliation between staff members, or between staff members and the Administration, not entailing recourse to legal action.

3. They assist staff in the prevention and early resolution of conflicts in the work place, be it with their supervisors, their fellow colleagues or with the Administration.

4. The mediators seek solutions to the problems submitted to them by staff members or by management, and bring those problems to the attention of the Director-General. In order to do this, they are entitled to contact any department and staff members who might help them in finding solutions; and they have access to individual files.

5. All staff members, particularly programme managers and supervisors, have a duty to cooperate with mediators when requested to do so and to facilitate their fact-finding.

B. Mandate of mediators

6. The specific mandate of mediators is:

   (a) to receive and examine comments and complaints from staff members concerning problems and difficulties of a personal nature which they may encounter in their working conditions or in their relations with colleagues or supervisors, including those cases identified by management as susceptible to mediation;

   (b) to assist disputing parties in finding a solution and to advise and make suggestions or recommendations, as appropriate, on actions needed to settle conflicts, taking into account the rights and obligations existing between the Organization and the staff members;

   (c) to keep the Director-General informed of the measures thus taken or, if appropriate, to submit them to him/her for approval;

   (d) to report regularly to the Director-General on the overall conclusions they draw from the matters they have had to deal with and make to him/her any recommendations they consider appropriate.

See also HR Manual Chapter 2, Duties, obligations and privileges and Chapter 11, Disciplinary measures


C. Confidentiality

7. Any matter submitted to a mediator is treated confidentially. Discussions between mediators and the persons concerned or their supervisors, and any files constituted in the course of the mediation procedure, will be regarded as confidential; they may not be used in evidence against the persons concerned in an appeals procedure. By agreement with the staff member concerned, a matter that a mediator has begun to deal with may be passed to another mediator if such a move seems conducive to a rapid solution.

D. Appointment of mediators

8. The mediators, four in number, are appointed by the Director-General, after consultation with the recognized staff associations and the Association of Former UNESCO staff members (AFUS). The mediators are selected from among volunteer retired staff members of the Organization who have the necessary motivation and experience and are not more than 68 years of age at the time of their appointment.

9. The mediators have a two-year term of office. Two of the four mediators are replaced each year.

10. Every year the Director-General appoints a Senior Mediator, who is responsible for co-ordinating the activities of the mediators and for liaison between them. In consultation with other mediators, he/she is specifically required:

(a) to draw up and circulate the timetable showing when the various mediators are available: on at least two working days per week at least one of the mediators should be available to staff members;

(b) to lay down the code of ethics and rules of action to be observed by all four mediators and to ensure that they are followed;

(c) to ensure that information on procedures to be followed, results achieved, etc. is circulated to all the mediators.

E. Recourse to mediators

11. The recourse to mediators is not obligatory. Neither the mediators nor the Administration can oblige staff members to seek the intervention of the mediators, nor to accept the solutions proposed by them.

F. Recourse to mediation in an appeals procedure

12. Recourse to a mediator does not have the effect of granting a further extension if a prescribed time limit has expired (See HR Manual Chapter 12, Appeals). However, when such recourse is sought within the statutory time-limits for appealing against an administrative decision or contesting disciplinary action (see paragraph 7(a) and (c) of the Statutes of the Appeals Board contained in Annex A of the Staff Regulations and Staff Rules), an extension of one month for staff at Headquarters and two months for Field staff is granted.

For information on Appeals, see HR Manual Chapter 12, Appeals.

G. Annual allowance paid to mediators

13. Each mediator is paid an annual allowance of an amount determined for each biennium. Arrangements for payment of the annual allowance, currently amounting to 1500 USD, are supervised by the Senior Mediator.

14. Regular meetings are set up between HRM and the Mediators.
H. Procedure

15. Staff members wishing to submit their matter to a mediator, can contact the mediator of their choice, either in writing or verbally (by telephone in the case of staff members away from Headquarters). The mediators' secretariat has staff on duty during office hours. See also HRM Intranet site.
Chapter 10. Separation from service

10.1. Introduction
10.2. Resignation
10.3. Expiration of appointment
10.4. Retirement and early retirement
10.5. Termination of appointment
10.6. Abandonment of post
10.7. Death in service
10.8. Notice of termination
10.9. Payments on separation
10.10. Effective date of separation - Last day for pay purposes
10.11. Travel expenses on separation
10.12. Certification of service

HR Item 10.1. Introduction

A. Purpose and scope
B. Separation from service: general introduction

A. Purpose and scope
1. This Chapter describes the rules and procedures relating to separation from service and the administration of separation entitlements.

B. Separation from service: general introduction
2. Separation is an action by which a staff member ceases to be employed by UNESCO.
3. Separation may occur for the following reasons:
   (a) Resignation;
   (b) Expiration of appointment;
   (c) Retirement;
   (d) Termination of appointment for the following reasons:
      (i) Abolition of posts or reduction of staff;
      (ii) Unsatisfactory performance;
      (iii) Reasons of health;
      (iv) In the interest of the good administration of the Organization, provided that the action is not contested by the staff member concerned (Agreed Separation);
      (v) Unsuitable conduct (Staff Regulation 9.1.1.)
      (vi) Unsatisfactory conduct (see HR Manual Chapter 11 - Disciplinary Measures)
(e) Summary dismissal (see HR Manual Chapter 11 - Disciplinary Measures)

(f) Abandonment of post;

(g) Death (in service).

Staff Regulations
1. Staff Regulation 9.1; 9.1.1; 9.1.2

Appendices
1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
2. Appendix 10 A - Separation formalities
HR Item 10.2. Resignation

A. Notice

1. Resignation is a separation from service initiated by a staff member.

2. Staff members wishing to resign should submit a letter of resignation, through usual hierarchical channels, to DIR/HRM, indicating the intended date of separation. If, for particular reasons, the resignation is not submitted through hierarchical channels, a copy should be sent by the staff member to his/her supervisors for information.

3. DIR/HRM, after ascertaining that the resignation is in accordance with the provisions of Staff Regulation 9.2 and Staff Rule 109.2:
   (a) Transmits the letter of resignation from staff members in the international Professional category or above to the Director-General for action as appropriate;
   (b) Notes the resignation of staff members in the General Service (GS) or National Professional Officer (NPO) categories or transmits the letter of resignation to the Director-General if the circumstances of the resignation appear to call for such action;
   (c) Confirms the resignation and its effective date to the Sector/Bureau/Office and to the staff member concerned. The HR Officer issues a letter of separation accordingly (see HR Procedure 10.1).

A. Notice

4. A staff member may resign his/her appointment giving advance notice, in writing, as follows:
   (a) if he/she holds an indeterminate appointment: three months;
   (b) if he/she holds a fixed-term appointment, having completed probation: three months;
   (c) if he/she holds a fixed-term appointment and not yet completed probation: one month;
   (d) if he/she holds a temporary appointment, having completed probation: one week for each unexpired month of his/her appointment, up to a maximum of four weeks;
   (e) if he/she holds a temporary appointment and not yet completed probation: one week;
   (f) if he/she holds an ALD contract: one month.

5. The Director-General may authorize payment of salary and allowances in lieu of notice or in part.

6. If a staff member wishes to resign with a period of notice shorter than the requirements set out in paragraph 4, he/she should set out the reasons in the letter of resignation. DIR/HRM may, at his/her discretion, accept resignations on shorter notice.

B. Date of separation

7. The effective date of resignation shall be either the date of expiration of the notice period or the date specified in the letter of separation issued by HRM/SES.
Related HR Manual Chapters/Items:

a) HR Manual Item 13.4 (Appointments of limited duration (ALD))

Procedures
1. HR Procedure 10.1 - Resignation

Staff Regulations
1. Staff Regulation 9.2

Staff Rules
1. Staff Rule 109.1 - Separation from service
2. Staff Rule 109.2 - Resignation
3. Staff Rule 109.6 - Notice of termination
4. Staff Rule 109.7 - Indemnity of termination
5. Staff Rule 107.1 - Travel entitlements of staff members
6. Staff Rule 107.12 - Effect of resignation
7. Staff Rule 109.11 - Effective date of separation from service

Appendices
1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
2. Appendix 10 A - Separation formalities
Resignation

(see Appendix 10 A Separation Formalities)

a) The AO shall, as soon as possible, submit to HRM/SES via BFM a Request for Personnel Action (HR Form 5-3) to effect the resignation;

b) The HR Officer confirms the resignation and its effective date to the staff member in a letter of separation, outlining his/her entitlements upon separation and the administrative formalities that need to be completed. The letter also reminds staff members of their obligations after separation under the Staff Regulations and Staff Rules.

c) A copy of the letter of separation is sent to HRM/SPI, BFM, UNESCO’s Staff Savings and Loan Service, the AO of the Sector, Bureau or Field Office concerned and any other central services on a need-to-know basis.
HR Item 10.3. Expiration of appointment

1. A fixed-term, temporary and project appointment shall expire automatically and without notice or indemnity on the expiration date specified in the Letter of Appointment or the related Notification of Personnel Action. Separation as the result of the expiration of any such appointment shall not be deemed to be a termination within the meaning of the Staff Regulations and Rules.

2. The Appointment Review Board (ARB) shall give advice on cases involving the non-renewal of a staff member’s appointment in the Professional and General Service Category after 5 years or more of service in UNESCO, except in cases of non-renewal for unsatisfactory performance (which are reviewed by the Reports Board). No decision concerning a separation upon expiration of such appointment is taken before the Advisory Board has considered such case and submitted its advice. The ARB is not consulted on matters relating to staff in the Director category and above, nor on administrative measures relating to project appointments, local recruited staff (General Service and NPOs) and JPOs.

3. Decisions on the non-renewal of fixed-term appointments are taken by:
   (a) The Director-General, for staff in the International Professional and higher categories;
   (b) DIR/HRM, for staff in the General Service and related (NPO) categories.

4. Decisions on the non-renewal of temporary appointments are taken by:
   (a) The Director-General, for ADGs, Directors of Bureaux/Offices or Director/Head of field offices.
   (b) The ADG, Director of Bureau/Office or Director/Head of field office for other appointments.

5. Decisions on the non-renewal of project appointments are taken by the ADG, the Director of Bureau/Office or the Director/Head of field office, except for Directors and above for whom the decision is taken by the Director-General or his/her authorised representative.

6. No termination indemnity is payable to a staff member whose fixed-term, temporary or project appointment expires on the date specified in his/her letter of appointment.

Procedures
1. HR Procedure 10.2 - Expiration of appointment

Staff Regulations
1. Staff Regulation 9.1; 9.1.1; 9.1.2

Staff Rules
1. Staff Rule 109.3 - Expiration of appointment
2. Staff Rule 109.1 - Separation from service
3. Staff Rule 104.6 - Fixed-term appointment
4. Staff Rule 104.8 - Temporary appointment
5. Staff Rule 109.11 - Effective date of separation from service

Appendices
1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
2. Appendix 10 A - Separation formalities
Expiration of appointment
(see Appendix 10 A Separation Formalities)

a) At least three months before the date of expiration of a fixed-term appointment, and one month for a temporary appointment or ALD, the AO of the Sector/Bureau/Office or field office concerned submits to HRM/SES a Request for Personnel Action for separation, via BFM (Form HR 5-3).

b) Having received the Request for Personnel Action, the HR Officer sends to the staff member a Letter of Separation outlining his/her entitlements upon separation and indicating the administrative formalities that need to be completed. The letter also reminds staff members of their obligations after separation under the Staff Regulations and Staff Rules.

c) A copy of the letter of separation is sent to HRM/SPI, BFM, UNESCO’s Staff Savings and Loan Service, the AO of the Sector/Bureau/Office or field office concerned and any other services on a need-to-know basis.
HR Item 10.4. Retirement and early retirement

A. Overview

1. Staff members shall retire on the last day of the month in which they reach the age of 65.

2. Staff members who became participants in the United Nations Joint Staff Pension Fund (UNJSPF) before 1 January 1990 may elect to retire on the last day of the month in which they reach the age of 60. Staff members who became participants in the United Nations Joint Staff Pension Fund from 1 January 1990 to 31 December 2013 inclusive may elect to retire on the last day of the month in which they reach the age of 62.

3. When the Director-General considers it to be in the interest of the Organization, he/she may authorize extension beyond the age of 65.

4. Retirement/early retirement are not deemed to be a termination within the meaning of the Staff Regulations and Rules.

5. The effective date of retirement shall be the last day of the month in which the staff member reaches 65. However, staff members who became participants to the UNJSPF 1 January 1990 have the right to retire at 60. Those who became participants of the UNJSPF between 1 January 1990 and 31 December 2013 have the right to retire at 62.

B. Early retirement

6. Staff members shall be considered as taking early retirement and entitled to an early retirement monthly benefit in accordance with UN Pension Fund Regulations under the following conditions:

   (a) they have completed 5 years or more of contributory service in the Pension Fund;

   (b) their age on separation is 55 or above if recruited before 1 January 2014 or 58 or above if recruited on or after 1 January 2014; and

   (c) their age on separation is less than the statutory retirement age of 60 if recruited before 1 January 1990, age of 62 if recruited on or after 1 January 1990 but before 1 January 2014, or age 65 if recruited on or after 1 January 2014

C. Date of separation

7. The effective date of separation shall be the date specified in the letter of separation issued by HRM/BEN.
D. Information on retirement

8. The Pension and Insurance Services Section (HRM/SPI) provides briefings for colleagues who will be leaving on retirement in the foreseeable future. HRM/SPI can advise staff members retiring in France of the possibility of subscribing voluntarily to a complementary retirement plan under the French social security scheme (for information, see HRM Intranet site - Social Services).

9. HRM also prepares a letter of thanks for the signature of the Director-General or his/her designate for staff members in the Professional category and above, for signature of the Deputy Director-General or DIR/HRM signature for General Service and NPO staff members.

E. Medical Benefits Fund (MBF)

For rules and procedures on how a separated staff member may remain enrolled in the MBF, see HR Manual Item 7.2 and HR Procedure 7.1.

F. Pension benefits

For rules and procedures on how to receive a retirement benefit from the United Nations Joint Staff Pension Fund, see HR Manual Item 7.3 and HR Procedure 7.3.

G. Separation payments

10. A staff member who is separated on retirement or early retirement is entitled to a repatriation grant (for internationally-recruited staff) and to payment of accrued annual leave, provided the conditions set out for each payment are met (see HR Manual Item 10.9).

11. No termination indemnity is payable to a staff member who is separated on retirement/early retirement.

H. Travel and removal expenses for internationally recruited staff

12. An internationally-recruited staff member who is separated on retirement/early retirement is entitled to repatriation travel and transportation of personal effects or household goods under the conditions set out in HR Manual Chapter 8, Travel and removal.

Related HR Manual Chapters/Items:

a) HR Manual Item 7.2, Medical insurance and services;

b) HR Manual Item 7.3, Pension Fund;

c) HR Manual Item 16.9, AFUS;

Procedures

1. HR Procedure 10.3 - Retirement and early retirement

Staff Regulations

1. Staff Regulation 9.5
Staff Rules

1. **Staff Rule 109.4 - Retirement**
2. **Staff Rule 109.7 - Indemnity of termination**
3. **Staff Rule 109.11 - Effective date of separation from service**

Key Documents

1. **Regulations, rules and pension adjustment system of the UN joint staff pension fund**

Appendices

1. **Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW**
Retirement and early retirement

a) At least three months before the staff member’s date of retirement, the AO of the Sector, Bureau, Office or field office concerned submits to HRM/SES, via BFM, a Request for Personnel Action (for separation) (Form HR 5-3).

b) Having received the Request for Personnel Action, the HR Officer sends the staff member a Letter of Separation outlining his/her entitlements upon separation and indicating the administrative formalities that need to be completed. The letter also reminds staff members of their obligations after separation under the Staff Regulations and Staff Rules.

c) A copy of the letter of separation is sent to HRM/SPI, BFM, UNESCO’s Staff Savings and Loan Service, the AO of the Sector, Bureau or Field Office concerned and any other services on a need to know basis.
HR Item 10.5. Termination of appointment

A. Termination for abolition of post or reductions of staff
B. Termination for unsatisfactory service (Performance)
C. Termination for reasons of health
D. Termination in the interest of the Organization (Agreed separation)
E. Termination for unsuitable conduct
F. Termination for unsatisfactory conduct
G. Summary dismissal

1. Termination within the meaning of the Staff Regulations and Staff Rules is a separation initiated by the Organization, other than through expiration of appointment, retirement or summary dismissal.

2. The appointment of staff members on indeterminate, fixed term or temporary appointments may be terminated on the following grounds:
   (a) abolition of post or reduction of staff;
   (b) if the services of the staff member cease to be satisfactory (performance);
   (c) reasons of health that incapacitate the staff member for further service;
   (d) in the interest of the good administration of the Organization, provided that the action is not contested by the staff member concerned (Agreed Separation).
   (e) for unsuitable conduct (Staff Regulation 9.1.1)
   (f) for unsatisfactory conduct (Staff Regulation 10.2; HR Manual Chapter 11, Disciplinary measures).

3. In the case of serious misconduct, the Director General may summarily dismiss a staff member (see paragraphs 95-99 below and HR Manual Chapter 11, Disciplinary measures).

4. Deleted.

A. Termination for abolition of post or reduction of staff

5. The Director-General may terminate the appointment of a staff member in accordance with its terms, or at any time, if the necessities of the service require abolition of the post or a reduction of the staff.

6. If the necessities of service require that the appointment of staff members is to be terminated as the result of the abolition of a post or a reduction in staff, staff members holding indeterminate appointments shall, as a general rule, be retained in preference to those holding other appointments, subject to the availability of suitable vacant posts in which their services could be effectively used. Due regard shall be paid in all cases to efficiency, competence, integrity and length of service.
Procedure in the case of abolition of post or reduction in staff

Information to staff members

7. DIR/HRM informs in writing staff members affected of the abolishment of their post, including of its effective date, and of the actions which are undertaken to find suitable posts for their redeployment. To facilitate such redeployment, HRM asks each staff member concerned to submit an updated version of their Curriculum Vitae.

Re-assignment of staff

8. HRM, in consultation with Sectors/Bureaux/Offices or field offices, examines the possibility of re-assigning the staff members concerned to any vacant posts, with due regard to their qualifications and experience, seniority and the type of appointment held.

9. To this end, HRM reviews all vacant posts and posts to become vacant for which staff concerned meet the basic requirements. Posts considered are preferably at equal grade as the abolished post. However, if no such post is available, vacant posts at a lower grade will also be considered.

If a vacant post has been identified,

10. HRM provides each Sector/Bureau/Office/field office in which a vacant post has been identified with the CV of the staff members concerned;

11. In consultation with the Sector/Bureau/Office/field office, the following measures will be examined:

(a) If the vacant post is not yet under recruitment, HRM/RCR asks the manager to interview the staff member concerned in order to assess his/her qualifications, skills and experience against the basic requirements of the post. For the transfer to take place, it is sufficient that the staff member concerned meets the basic requirements (in terms of qualifications and experience) for the post.

(b) If the vacant post is under recruitment, but no appointment decision has been taken as yet, HRM/RCR will refer the staff member to the Sector/Bureau/office field office concerned. In the evaluation and selection process, the staff member concerned will be given priority over all other candidates, both internal and external. For the transfer to take place, it is sufficient that he/she meets the basic requirements (in terms of qualifications and experience) for the post, notwithstanding the merits of all the other candidates.

(c) In the case that the staff member concerned is found suitable for the post, HRM/RCR shall make an offer of appointment. Upon the staff member’s acceptance he/she will be appointed to the post at equal grade. In case he/she is not found suitable for the post, the manager concerned must submit in writing to HRM the reasons thereof. HRM will carefully review each case. In case the staff member declines the offer, he/she may opt for an agreed separation (see paragraph 62 below).

(d) The Director-General retains the authority to decide on transfers at equal grade in the case of abolition of posts and reduction in staff.

If no suitable vacant post at equal grade is available,

12. A vacant post at a lower grade should equally be considered under the same conditions as set out in (a) to (d) above, subject to the consent of the staff member concerned. If he/she accepts to be transferred or appointed to a post of a lower grade, his/her salary will be preserved at the level of the abolished post as at the date at which the post is abolished.
13. Incumbents of posts to be abolished will also be encouraged to apply for posts at a higher grade open for recruitment.

14. In case where none of the measures mentioned above are feasible, or the staff member concerned declines the offer for his/her transfer or appointment, he/she may opt for an agreed separation arrangement under Staff Regulation 9.1.2. See below D. Termination in the Interest of the Organization (Agreed separation).

For information on transfer to a post of a lower grade, see HR Manual Item 5.10 (Transfer).

Recommendation to terminate an appointment as a result of abolition of post/reduction in staff

15. Should the staff member concerned reject the proposal for an agreed separation, the procedure for termination of his/her appointment as a result of the abolition of post will be initiated under Staff Rule 109.5.

16. DIR/HRM, on behalf of the Director-General, submits the recommendation to terminate the staff member to the Appointment Review Board (ARB) for advice. The ARB shall review the case and submit its advice to the Director-General via DIR/HRM.

17. No termination on the basis of abolition of post or reduction of staff shall take place until the ARB has considered the case and submitted its advice to the Director-General.

Decision on termination

18. The Director-General has the authority to decide on the termination of a staff member’s appointment for abolition of post or reduction of staff.

Notification of decision

19. HRM/SES informs the staff member, in writing, if his/her appointment is being terminated for abolition of post or reduction of staff.

Notice

20. A staff member whose appointment is terminated for abolition of posts of reduction of staff is entitled to the following period of notice:

   (a) if he/she holds an indeterminate appointment: three months;
   (b) if he/she holds a fixed-term appointment, having completed probation: three months;
   (c) if he/she holds a fixed-term appointment and not yet completed probation: one month;
   (d) if he/she holds a temporary appointment, having completed probation, one week for each unexpired month of his/her appointment, up to a maximum of four weeks;
   (e) if he/she holds a temporary appointment and not yet completed probation: one week
   (f) deleted.

21. The Director-General may authorize payment of salary and allowances in lieu of notice or in part.
UNESCO HR Manual

Chapter 10. Separation from service

Date of separation

22. The effective date of termination shall be the date specified in the letter of separation issued by HRM.

Separation payments

23. A staff member whose appointment is terminated for abolition of post of reduction of staff is entitled to a termination indemnity, under the conditions set out in HR Manual Item 10.9.

24. A staff member whose appointment is terminated for abolition of posts of reduction of staff is entitled to Repatriation Grant (for internationally-recruited staff) and to payment of accrued annual leave, under the conditions set out for each payment (see HR Manual Item 10.9.).

Travel and Removal Expenses for internationally recruited staff

25. Repatriation travel and payment of transportation of personal effects or removal of household goods are payable under the conditions set out in HR Manual Chapter 8, Travel and removal.

B. Termination for unsatisfactory service (Performance)

26. The Director-General may terminate the appointment of a staff member in accordance with its terms, or at any time, if the services of the individual concerned cease to be satisfactory.

27. The Reports Board, shall advise the Director-General on administrative measures concerning the termination or non-renewal of a staff member’s appointment, or non-confirmation of an appointment at the end of the period of probation, as a consequence of not meeting his/her performance expectations. No decisions shall be taken until the Reports Board has considered the case and advised the Director-General.

For the rules and procedures to be followed, see HR Manual Item 14.5 (Consequences of performance results).

Recommendation for termination (see HR Manual Chapter 14, Performance Management)

28. The immediate supervisor may recommend the termination of a staff member’s appointment following a performance report with a rating "did not meet expectations" and/or if, further to an improvement plan, the performance of the staff member has not improved and remains as "did not meet expectations". In such cases, the date of the termination of the contract may be postponed for not more than 3 months at a time, as a conservatory measure, pending the Director-General’s decision based on the advice of the Reports Board under Staff Rule 104.11(a)(v).

29. The Review Panel established under Staff Rule 104.11ter examines the performance report of the staff member or, as the case may be, the performance improvement plan and assessment of its outcome. If the Review Panel endorses the assessment and the rating, the case is submitted to the ADG, Director of Bureau/Office or Director/Head of field office.

30. The ADG/Director of Bureau/Office or Director/Head of field office submits to HRM a request for termination or non-renewal of appointment for unsatisfactory service, together with copies of the performance report(s) of the staff member, and/or the related performance improvement plan and related assessments, if any. A copy of the request for termination shall be given to the staff member concerned.
Reports Board

31. HRM/SRS submits the case to the Reports Board (Staff Rule 104.11). The Reports Board examines the case and makes its recommendations regarding administrative measures concerning the termination or non-renewal of a staff member’s appointment, or the non-confirmation of the appointment at the end of the probationary period, for unsatisfactory service.

32. The Chairperson of the Reports Board forwards his/her report to the Director-General via DIR/HRM, summarizing the proceedings of the meeting and the recommendations signed by the members of the Reports Board. DIR/HRM transmits the recommendations of the Reports Board together with his/her own recommendation, to the Director-General for decision.

Decision on termination

33. The Director-General has the authority to decide on the termination of a staff member’s appointment for reasons of unsatisfactory service.

Notification of decision

34. HRM/SRS informs the staff member, in writing, if his/her appointment is being terminated for reasons of unsatisfactory service.

Notice

35. A staff member whose appointment is terminated for reasons of unsatisfactory service is entitled to the following period of notice:

   (a) if he/she holds an indeterminate appointment: three months;

   (b) if he/she holds a fixed-term appointment, having completed probation: three months;

   (c) if he/she holds a fixed-term appointment and not yet completed probation: one month;

   (d) if he/she holds a temporary appointment, having completed probation, one week for each unexpired month of his/her appointment, up to a maximum of four weeks;

   (e) if he/she holds a temporary appointment and not yet completed probation: one week

   (f) deleted.

36. The Director-General may authorize payment of salary and allowances in lieu of notice or in part thereof.

Date of separation

37. The effective date of termination shall be the date specified in the letter of separation issued by HRM.

Separation payments

38. A staff member whose appointment is terminated for reasons of unsatisfactory service may, at the discretion of the Director-General, be paid a termination indemnity not exceeding 50 % of the termination indemnity payable in the case of termination for abolition of post or reduction of staff, under the conditions set out in HR Manual Item 10.9.
39. A staff member whose appointment is terminated for reasons of unsatisfactory service is entitled to a repatriation grant (for internationally-recruited staff) and the payment of accrued annual leave, provided the conditions set out for each payment are met (see HR Manual Item 10.9.).

Travel and removal expenses for internationally-recruited staff

40. Repatriation travel and transportation of personnel effects or removal of household goods are payable under the conditions set out in HR Manual Chapter 8, Travel and removal.

C. Termination for reasons of health

Regulations of the United Nations Joint Staff Pension Fund (UNJSPF) (Articles 33 and 41)
Rules of the MBF (Article 4.8)
AC 2347 - Composition of the Staff Pension Committee and the Advisory Board on Compensation Claims

41. The Director-General may terminate the appointment of a staff member if he/she is, for reasons of health, incapacitated for further service, as outlined below.

42. For the purposes of termination for reasons of health, under Staff Regulation 9.1 the organization uses the standard defined in Article 33 (a) of the Regulations of the United Nations Joint Staff Pension Fund (UNJSPF), for payment of a disability benefit to a participant who is “incapacitated for further service ... reasonably compatible with a staff member's abilities, due to injury or illness constituting an impairment to health which is likely to be permanent or of long duration.”.

Request for termination for reasons of health

43. A staff member may request the termination of his/her appointment on health grounds and the payment of a disability benefit by the UNJSPF by submitting a request to the Secretary of the Staff Pension Committee (SPC). To be accepted, the staff member’s incapacity must be established by conclusive medical evidence, which will result in the award of a disability benefit under the UNJSPF Regulations.

44. The Secretary of the SPC may, at the request of DIR/HRM, approach a staff member who has been absent on long-term sick leave to see whether he/she might be interested in a termination for reasons of health (and receipt of a disability benefit). Such an approach will only be followed up by the SPC Secretary with the full agreement of the staff member concerned.

Consideration of request by the Staff Pension Committee

45. Following receipt by the SPC Secretary (Chief, HRM/SPI) of a staff member's request for termination for of appointment for reasons of health, or upon receipt of a staff member’s confirmation that he/she accepts a request initiated by the Administration, the Chief Medical Officer (CMO) will be asked to submit his/her medical opinion on the request for a disability benefit under the terms of the UNJSPF Regulations. In order to provide his/her opinion, the CMO may seek additional medical information from the staff member’s physician.

46. UNESCO’s SPC examines the case to determine whether there are grounds to consider the staff member as incapacitated within the meaning of the UNJSPF Regulations

47. The Secretary of the SPC shall submit the SPC’s recommendation to DIR/HRM. The HR Officer in HRM/SES shall inform the staff member and the staff member’s Sector/Bureau/Office/field office accordingly.
48. If the staff member disagrees with the SPC’s recommendation, he/she can ask for a Medical Board to review the case. The costs of this review shall be covered by the Organisation.

Recommendation to terminate for reasons of health

49. If the SPC recommends the award of a disability benefit, DIR/HRM shall submit a recommendation to terminate the staff member for reasons of health to the Appointment Review Board (ARB) for its review.

50. A staff member who is unable to be present or to designate another staff member to represent him or her before the ARB, shall be represented ex officio by the Welfare Officer.

51. The PAB considers the case and submits its advice to DIR/HRM. No termination for reasons of health shall take effect until the ARB has considered the case and submitted its advice to the DIR/HRM.

52. deleted, see AC/HR/51.

Decision of termination and notification

53. DIR/HRM considers the SPC recommendation to award a disability benefit for reasons of health and the ARB’s advice. He/she shall then submit his/her decision to terminate the appointment for reasons of health to the Secretary of the SPC (Chief, HRM/SPI)

54. Following the decision to terminate the staff member’s appointment, the Secretary of the SPC notifies the decision to the UN Joint Staff Pension Fund as soon as possible, with a copy to HRM.

55. HRM issues the notice of termination to the staff member, copied to the AO of the Sector/Bureau/Office/field office concerned, indicating the effective date of separation from service.

Notice

56. A staff member whose appointment is terminated for reasons of health is entitled to the following period of notice:

(a) if he/she holds an indeterminate appointment: three months;
(b) if he/she holds a fixed-term appointment, having completed probation: three months;
(c) if he/she holds a fixed-term appointment and not yet completed probation: one month;
(d) if he/she holds a temporary appointment, having completed probation: one week for each unexpired month of his/her appointment, up to a maximum of four weeks;
(e) if he/she holds a temporary appointment and not yet completed probation: one week
(f) deleted.

57. The Director-General may authorize payment of salary and allowances in lieu of notice or in part thereof.

Date of separation

58. The effective date of termination shall be the date specified in the letter of separation issued by HRM.
Separation payments

59. A staff member with an indeterminate or fixed-term appointment who is terminated for reasons of health is eligible for a termination indemnity, under the conditions set out in HR Manual Item 10.9. The amount of the termination indemnity is reduced by the amount of any disability benefit the staff member receives for the corresponding months from the United Nations Joint Staff Pension Fund.

60. A staff member whose appointment is terminated for reasons of health is entitled to a repatriation grant (for internationally-recruited staff) and the payment of accrued annual leave, under the conditions set out for each payment (see HR Manual Item 10.9.).

Travel and Removal Expenses for internationally recruited staff

61. Repatriation travel and transportation of personal effects or removal of household goods are payable under the conditions set out in HR Manual Chapter 8, Travel and removal.

D. Termination in the interest of the Organization (agreed separation)

62. The Director-General may terminate an appointment if such action would be in the interest of the good administration of the Organization, and in accordance with the standards of the Constitution, provided that the action is not contested by the staff member concerned. Such a termination is commonly referred to as an “agreed separation”.

Restrictions on re-employment

63. The re-employment (reinstatement within the Secretariat under Staff Rule 104.15) of a staff member separated under an agreed separation scheme is in principle not permitted.

64. The re-employment on other types of contracts (such as temporary assistance contracts including temporary appointments, consultant contract etc.) of a staff member separated under an agreed separation is only possible on the condition that no other qualified candidates are available and this only after a period of time equivalent, at a minimum, to the months of salary paid as part of the separation arrangement has elapsed. For example, a staff member leaving UNESCO with an agreed separation of 9 months salary cannot be re-hired by UNESCO within 9 months of his/her departure.

Recommendation for an “agreed separation”

65. Negotiations for an agreed separation may be initiated either by the staff member or by the Administration.

66. Following consultation with the staff member concerned and with the Sector/Bureau/Office/field office concerned, DIR/HRM submits a recommendation to the Director-General for the agreed separation of the staff member.

67. Recommendations for agreed separations are not submitted to the ARB.

Decision of termination and notification

68. The Director-General retains the authority to approve terminations in the interest of the Organization. Following approval of the Director-General, HRM draws up an agreement in the form of an exchange of letters, one signed by DIR/HRM setting out the terms of the agreed separation, the other signed by the staff member, acknowledging that the termination of his/her appointment is in the interest of the service and declaring that he/she will not contest it.
Notice

69. A staff member whose appointment is terminated under an agreed separation is entitled to the following period of notice:

(a) if he/she holds an indeterminate appointment: three months;
(b) if he/she holds a fixed-term appointment, having completed probation: three months;
(c) if he/she holds a fixed-term appointment and not yet completed probation: one month;
(d) if he/she holds a temporary appointment, having completed probation: one week for each unexpired month of his/her appointment, up to a maximum of four weeks;
(e) if he/she holds a temporary appointment and not yet completed probation: one week
(f) deleted.

70. The Director-General may authorize payment of salary and allowances in lieu of notice or in part thereof. The staff member may, however, waive his/her right to such notice or compensation.

Date of separation

71. The effective date of termination shall be the date specified in the letter of separation issued by HRM.

Separation payments

72. A staff member whose appointment is terminated under an agreed separation is entitled to a termination indemnity, under the conditions set out in HR Manual Item 10.9. The Director-General may, if he/she considers it justified in the particular circumstances of such a termination, increase the amount of the indemnity by up to 50 per cent.

73. A staff member whose appointment is terminated under an agreed separation is entitled to a repatriation grant (for internationally-recruited staff) and to payment of accrued annual leave, under the conditions set out for each payment (see HR Manual Item 10.9).

Travel and Removal Expenses for internationally recruited staff

74. Repatriation travel and transportation of personal effects or removal of household goods are payable under the conditions set out in HR Manual Chapter 8, Travel and removal.

E. Termination for unsuitable conduct

75. Under Staff Regulation 9.1.1, the Director-General may also terminate the appointment of a staff member:

(a) if the conduct of the staff member indicates that the staff member does not meet the highest standards required by Article 6 of the Constitution and by Chapter I of the Staff Regulations;
(b) if facts anterior to the appointment of the staff member and relevant to his/her suitability and which reflect on his/her present integrity come to light, which, if they had been known at the time of his/her appointment, should, under the standards established in the Constitution, have precluded his appointment.
Special Advisory Board

76. No termination under Staff Regulation 9.1.1. shall take effect until the case has been considered and reported on by a Special Advisory Board appointed for that purpose by the Director-General.

77. The Chairperson of the Board shall be nominated by the President of the International Court of Justice at the request of the Director-General. DIR/HRM and the Staff Associations designated by the staff member (or failing this, by the Director-General) shall together draw up a list of four staff members whom they shall recommend to the Director-General as Board Members. DIR/HRM shall submit these nominations to the Director-General.

78. HRM shall draw up a contract for the Chairperson of the Board and apply for the payment of his/her fees and other related expenses. HRM shall provide the Board’s secretariat. It shall transmit the opinion of the Board to the Director-General, together with its own recommendations.

79. The Chairperson of the Board shall establish the procedures of the Board in general and for particular cases. The proceedings and reports shall be secret and confidential but its reports and opinions, accompanied by a statement of the reasons therefor, shall be communicated by the HRM to the staff member concerned.

Suspension

80. When the Director-General decides to submit a matter under Staff Regulation 9.1.1 to a Special Advisory Board, the staff member concerned may be suspended from his or her functions with pay, without prejudice to his or her acquired rights.

Notice

81. A staff member whose appointment is terminated for unsuitable conduct is entitled to the following period of notice:

(a) if he/she holds an indeterminate appointment: three months;
(b) if he/she holds a fixed-term appointment, having completed probation: three months;
(c) if he/she holds a fixed-term appointment and not yet completed probation: one month;
(d) if he/she holds a temporary appointment, having completed probation: one week for each unexpired month of his/her appointment, up to a maximum of four weeks;
(e) if he/she holds a temporary appointment and not yet completed probation: one week
(f) deleted.

82. The Director-General may authorize payment of salary and allowances in lieu of notice or in part.

Date of separation

83. The effective date of termination shall be the date specified in the letter of separation issued by HRM.
Separation payments

84. A staff member whose appointment is terminated for reasons of unsuitable conduct may, at the discretion of the Director-General be paid a termination indemnity not exceeding 50% of the termination indemnity payable in the cases of termination for abolition of post or reduction of staff under the conditions set out in HR Manual Item 10.9.

85. A staff member whose appointment is terminated for unsuitable conduct is entitled to a repatriation grant (for internationally-recruited staff) and the payment of accrued annual leave, under the conditions set out for each payment (see HR Manual Item 10.9).

Travel and Removal Expenses for internationally recruited staff

86. Repatriation travel and transportation of personal effects or removal of household goods are payable under the conditions set out in HR Manual Chapter 8, Travel and removal.

F. Termination for unsatisfactory conduct

87. The Director-General may impose disciplinary measures, including termination of appointment, on staff members whose conduct is unsatisfactory.

For the definition of unsatisfactory conduct and information on the disciplinary procedure to be followed before the imposition of the disciplinary measure of termination, see HR Manual Item 11.2 and 11.3.

Notice

88. A staff member whose appointment is terminated for unsatisfactory conduct is not entitled to notice, but may, at the discretion of the Director-General, be given a period of notice not exceeding that to which he/she would have been entitled if his/her appointment had been terminated under Regulations 9.1, 9.1.1. or 9.1.2 as follows:

   (a) if he/she holds an indeterminate appointment: three months;
   (b) if he/she holds a fixed-term appointment, having completed probation: three months;
   (c) if he/she holds a fixed-term appointment and not yet completed probation: one month;
   (d) if he/she holds a temporary appointment, having completed probation: one week for each unexpired month of his/her appointment, up to a maximum of four weeks;
   (e) if he/she holds a temporary appointment and not yet completed probation: one week
   (f) deleted.

89. The Director-General may authorize payment of salary and allowances in lieu of notice or in part.

Date of separation

90. The effective date of termination shall be the date specified in the letter of separation issued by HRM.
Separation payments

91. A staff member whose appointment is terminated for reasons of unsatisfactory conduct is normally not entitled to a termination indemnity. He/she may, however, at the discretion of the Director-General, be paid a termination indemnity not exceeding 50% of the termination indemnity payable in the cases of termination for abolition of post or reduction of staff under the conditions set out in HR Manual Item 10.9.

92. A staff member (internationally-recruited) whose appointment is terminated for unsatisfactory conduct is not entitled to a repatriation grant, but may, at the discretion of the Director-General, be granted an amount not exceeding the amount to which he/she would have been entitled if he/she had been terminated under Regulations 9.1, 9.1.1. or 9.1.2 (see HR Manual Item 10.9).

93. A staff member whose appointment is terminated for unsatisfactory conduct is entitled to payment of accrued annual leave, under the conditions set out for such payment (see HR Manual Item 10.9).

Travel and Removal Expenses for internationally-recruited staff

94. Repatriation travel and transportation of personal effects or removal of household goods are payable under the conditions set out in HR Manual Chapter 8, Travel and removal.

G. Summary dismissal

95. The Director-General may summarily dismiss a member of the staff for serious misconduct. For information on the disciplinary procedure to be followed before the imposition of summary dismissal, see HR Manual Chapter 11, Disciplinary measures.

Notice

96. A staff member who is summarily dismissed is not entitled to notice.

Separation Payments

97. A staff member who is summarily dismissed is not entitled to termination indemnity or repatriation grant.

98. A staff member who is summarily dismissed is entitled to the payment of accrued annual leave, under the conditions set out for such payment (see HR Manual Item 10.9).

Travel and Removal Expenses for internationally recruited staff

99. Repatriation travel and transportation of personal effects or removal of household goods are payable under the conditions set out in HR Manual Chapter 8, Travel and removal.
Related HR Manual Items:

a) HR Manual Chapter 11, Disciplinary measures

Procedures

1. HR Procedure 10.4 - Termination

Staff Regulations

1. Staff Regulation 4.4
2. Staff Regulation 9.1; 9.1.1; 9.1.2
3. Staff Regulation 9.3
4. Staff Regulation 10.2

Staff Rules

1. Staff Rule 104.1 - Advisory Board on Individual Personnel Matters
2. Staff Rule 104.14 - Transfer to a post of lower grade
3. Staff Rule 109.5 - Termination
4. Staff Rule 109.6 - Notice of termination
5. Staff Rule 109.7 - Indemnity of termination
6. Staff Rule 110.1 - Disciplinary measures
7. Staff Rule 109.9 - Repatriation grant
8. Staff Rule 110.2 - Joint disciplinary committees
9. Staff Rule 109.1 - Separation from service
10. Staff Rule 109.13 - Special Advisory Board
11. Staff Rule 109.14 - Suspension
12. Staff Rule 106.1 - Sick leave
13. Staff Rule 104.11 - Reports Board

Key Documents

1. Basic Texts
2. Regulations, rules and pension adjustment system of the UN joint staff pension fund

Links

1. UN Joint Staff Pension Fund

Appendices

1. Appendix 1 A - Standards of Conduct for the International Civil Service
2. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
3. Appendix 7 A - Rules of the UNESCO Medical Benefits Fund
**Termination**

a) The AO shall, as soon as possible, submit to HRM/SES via BFM a Request for Personnel Action (Form HR 5-3) to effect the termination.

b) The HR Officer confirms the termination and its effective date in a letter of termination to the staff member, outlining his/her entitlements on termination and the administrative formalities that need to be completed. This letter shall also remind staff members of their obligations after termination under the terms of the Staff Regulations and Staff Rules.

c) A copy of the letter of termination is sent to HRM/SPI, BFM, UNESCO’s Staff Savings and Loan Service, the AO of the Sector, Bureau or Field Office concerned and any other services on a need-to-know basis.
HR Item 10.6. Abandonment of post

A. If the staff member returns back to duty
B. Notification of absence
C. Inquiry by HRM/SRS
D. Withholding of the staff member salary
E. Recommendation for termination
F. Decision of separation and notification
G. Notice
H. Date of separation
I. Separation payments and travel and removal expenses

1. Abandonment of post is a separation from service initiated by a staff member on an indeterminate, fixed-term or temporary appointment, other than via resignation. Such a separation from service is considered as the administrative consequence of abandonment of post; it is neither a disciplinary measure nor termination initiated by the Organization within the meaning of the Staff Regulations and Staff Rules. The intention to separate is presumed from the circumstances, in particular from the failure of the staff member to report for duty.

2. Any absence from work, unless it is properly authorized as a type of leave, may create a reasonable presumption of the intent to separate, unless the staff member is able to give a satisfactory explanation (for example, proof that the absence from work was involuntary and caused by forces beyond his/her control).

3. Any unauthorized absence for a period of 15 calendar days or more shall be considered as an abandonment of post. In these cases, the staff member’s service with the Organization shall be deemed to have ceased on the day preceding the first day of his/her absence.

A. If the staff member returns back to duty

4. If the staff member reports back for duty within the period specified in any warning letter, the separation action shall be cancelled. However, any unauthorized absence renders the staff member liable to disciplinary action under the Staff Regulations and Staff Rules. In addition, days of absence which were not approved as sick leave shall be deducted from the staff member’s quota of annual leave days. If the staff member’s quota of annual leave days is exhausted, no request for advance annual leave should be approved: any such days of absence shall be counted as special leave without pay.

B. Notification of absence

5. The immediate supervisor or Administrative Officer (AO) notifies DIR/HRM in writing of the unauthorized absence of a staff member, providing a detailed account of the circumstances.

6. The AO of the Sector, Bureau/Office or field office records such unauthorized absence in TULIP. These requests are cleared by HRM/SAC and HRM/MDS and approved by HRM/SRS.

C. Inquiry by HRM/SRS

7. HRM/SRS, in consultation with the Sector, Bureau/Office or field office concerned, investigates all cases of unauthorized absence. HRM/SRS shall attempt to contact the staff member by telephone, maintaining a written record of any such actions taken. In the absence of a response from the staff member, HRM/SRS writes to the staff member at the last known address requesting him/her to report for duty or provide a plausible explanation for his/her absence within 10 working days.
8. If no medical certificate or plausible explanation is received from the staff member within 10 working days, HRM/SRS writes again to the staff member, by registered mail, personal delivery or other means:

(a) drawing the staff member’s attention to earlier attempts by HRM to contact him/her without success;

(b) reminding the staff member of the provisions of the Staff Rules and that payment of salary and allowances will cease for the period of unauthorised absence;

(c) allowing the staff member a further 10 working days to report for duty, or submit a medical certificate or plausible explanation for their absence, warning the staff member that failure to do so will be considered as abandonment of post.

9. If a staff member has submitted a medical certificate, which is rejected by the CMO, HRM/SRS notifies the staff member in writing that the request for sick leave has been rejected and that he/she must report for duty immediately, failing which he/she will be separated for abandonment of post.

D. Withholding of the staff member salary

10. HRM/SAC/B, upon notification from HRM/SRS, instructs BFM to withhold the staff member’s salary, and copies this instruction to HRM/SAC/P.

E. Recommendation for termination

11. HRM/SRS examines whether or not the staff member has a valid excuse for failing to submit evidence of incapacity or a plausible explanation within the prescribed time limits, and shall either close the case or recommend to DIR/HRM that the staff member’s appointment be terminated for abandonment of post.

12. HRM/SRS notifies the staff member, in writing, of the recommendation to terminate his/her appointment for abandonment of post, where appropriate.

13. In consultation with the Sector, Bureau/Office or field office, DIR/HRM considers the appropriate action in accordance with the provisions of the Staff Regulations and Staff Rules.

14. If, by the end of the specified period, the staff member still fails to report for duty, or to provide a plausible explanation or a medical certificate, DIR/HRM examines the recommendation to consider the unauthorized absence of the staff member as an abandonment of post, verify that due process was followed and decide whether or not to endorse the recommendation.

15. If DIR/HRM endorses the recommendation, he/she seeks the approval of the Director-General to separate the staff member on the grounds of abandonment of post.

F. Decision of separation and notification

16. The Director-General has the authority to approve separation on the ground of abandonment of post. If approved, the staff member’s service with the Organization shall be deemed as having ceased on the day preceding the first day of his/her unauthorised absence.

17. DIR/HRM informs the staff member in writing of his/her decision to separate him/her for abandonment of post.
G. Notice

18. As separation for abandonment of post is not a termination initiated by the Organization, the staff member concerned shall not be entitled to any notice of termination.

H. Date of separation

19. The effective date of separation shall be the date specified in the letter of separation issued by HRM.

I. Separation payments and travel and removal expenses

20. A staff member who abandons his/her post is not entitled to the payment of a termination indemnity, repatriation grant, nor travel or transportation of personal effects/removal expenses.

21. A staff member who abandons his/her post is entitled to payment of accrued annual leave, under the conditions set out for such payment (see HR Manual Item 10.9).

Procedures

1. HR Procedure 10.5 - Abandonment of post

Staff Rules

1. Staff Rule 105.5 - Unauthorized absence
2. Staff Rule 107.1 - Travel entitlements of staff members
3. Staff Rule 109.9 - Repatriation grant
4. Staff Rule 109.11 - Effective date of separation from service
5. Staff Rule 109.7 - Indemnity of termination

Appendices

1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
Abandonment of post

(see Appendix 10 A, Separation Formalities)

The AO shall, as soon as possible, submit to HRM/SES via BFM a Request for Personnel Action (Form HR 5-3) to effect the separation;

a) The HR Officer confirms the separation and its effective date in the letter of separation to the staff member, outlining his/her entitlements on separation and the administrative formalities that need to be completed. This letter shall also remind staff members of their obligations after separation under the terms of the Staff Regulations and Staff Rules.

b) A copy of the letter of separation is sent to HRM/SPI, BFM, UNESCO’s Staff Savings and Loan Service, the AO of the Sector, Bureau or field office concerned and any other services on a need-to-know basis.
HR Item 10.7. Death in service

A. Communication of the death in service

1. In the event of the death of a staff member, the AO of the Sector/Bureau/Office, or the Head of field office shall immediately inform DIR/HRM of the death of a staff member working in their Sector/Bureau/Office as soon as they become aware of that fact.

2. Any staff member learning of the death of another staff member should immediately inform his/her AO, Head of field office or UN Resident Coordinator, as appropriate.

3. AOs forward to HRM any relevant information that they might receive. AOs in field offices shall also inform DIR/HRM if any of the deceased staff member's family are residing in the location.

4. DIR/HRM (or his/her designate) or the Head of field office concerned informs the family of the death of the staff member.

5. The Welfare Officer in HRM is available to assist families in making the funeral arrangements, settling expenses and arranging for the transportation of the remains. If necessary, he/she helps with the repatriation of the deceased staff member's dependants and for the removal of his/her personal effects and household goods.

B. Funeral arrangements

6. If it is not possible to make contact with the next of kin following the death of a staff member:

   (a) If the death occurs at Headquarters: the Welfare Officer makes the necessary funeral arrangements and notifies the HR Officer;

   (b) At locations away from Headquarters: the Director/Head of field office (or the AO) makes the necessary funeral arrangements, after notifying the HR Officer.

   (c) The HR Officer may authorize a direct payment of these expenses as an advance on the final settlement, if the amount owed to the deceased staff member is sufficient to cover this advance.

7. If the next of kin can be contacted but cannot meet the funeral expenses for reasons of financial hardship, the HR Officer or the Head of field office, as appropriate, informs the next of kin of the amount standing to the deceased staff members’ credit and leaves him/her to make the funeral arrangements on the basis of that amount. The bill is submitted to BFM/Payroll for settlement. Alternatively, the HR Officer may authorize a direct payment of these expenses as an advance on the final settlement, if the amount owed to the deceased staff member is sufficient to cover this advance:

8. BFM/Payroll arranges the payment and deducts the amount from the monies payable to the beneficiary/ies or to the estate.
UNESCO HR Manual

Chapter 10. Separation from service

9. Funeral expenses should not be confused with the cost of preparing the remains for transportation purposes, which is payable by UNESCO (see paragraph 10 below)

C. Transportation of decedents

10. Following the death of a staff member, or a person in respect of whom travel expenses were payable by the Organization, the Welfare Officer shall assist with the arrangements of the transportation of the remains;

11. UNESCO shall pay the cost of transporting the remains from the place of death to the staff member’s recognized home, or to some other place provided the costs of transportation do not exceed the cost of transportation to his/her recognized home. These expenses shall include reasonable costs for the preparation of the remains, as necessitated for transportation purposes.

D. Repatriation of dependents and removal of household goods

12. At Headquarters, the Welfare Officer assists, if necessary, with the repatriation of the deceased staff member's dependants and for the removal of his/her personal effects and household goods. The HR Officer authorizes the repatriation travel and the removal of household goods, as appropriate (See HR Manual Item 8.4).

13. In Field Offices, in accordance with instructions from HRM, the AO makes arrangements for the repatriation of the deceased staff member's dependants and the removal of his/her household goods. The HR Officer authorizes the repatriation travel and the removal of household goods, as appropriate (See HR Manual Item 8.4).

E. Notification to services and to beneficiaries and dependents

14. HRM/SES notifies the death, when appropriate, to the following services:

(a) Chief, BFM/Payroll;

(b) CMO and HRM’s Welfare Officer;

(c) HRM/SPI (who informs the UN Pension Fund);

(d) USLS

15. Establishes the identity and address of beneficiary/ies for the settlement of benefits, if any (see paragraph 27 below);

16. BFM calculates the sums due to the beneficiary/ies and dependants;

17. HRM/SES communicates, in writing, to the surviving spouse/dependent children about benefits and entitlements in respect of:

(a) any outstanding salary, allowances and other payments that may be owed by the Organization up to the date of death (eg salary, payment of accrued annual leave, unsettled claims);

(b) death benefits payable to the surviving spouse or dependent child (death grant see HR Manual Item 10.9 below);

(c) funeral expenses not paid in full or part by the Organization;

(d) pension benefits;

(e) compensation under the Staff Compensation Plan if death is service-incurred;
(f) Malicious Acts Insurance, if applicable;

(g) Eligibility for after-service health insurance coverage for the surviving spouse and any dependent children, and the amount of the premium payable;

(h) Repatriation grant, shipment and travel, where applicable.

18. Communicates, in writing, to the beneficiary/ies, if different from the above, on any outstanding salary, allowances and other payments that may be owed up by the Organization up to the date of death (e.g. salary, payment of accrued annual leave, unsettled claims);

19. Prepares letters of condolence for the signature of DIR/HRM;

20. BFM Payroll, if necessary, makes an advance payment on the final settlement, settles outstanding accounts, takes steps to ensure the repayment of any debts to UNESCO, and collects from the insurers any monies due in respect of a housing loan;

21. BFM takes any action required in relation to the UN Pension Fund, the UNESCO Medical Benefits Fund and, if applicable, the Staff Compensation Plan.

F. Advances payment of the final settlement

22. In case of need, the designated beneficiaries may obtain an advance of up to 20% of the estimated amount of the final settlement. The HR Officer informs the beneficiaries accordingly.

G. Designated beneficiaries

23. In the event of the death of a staff member, certain of the amounts standing to the staff member’s credit are paid to the beneficiary or beneficiaries of his/her choice. The designated beneficiaries may be related to the staff member by blood or marriage or may be unrelated to him. If children less than 18 years old are designated as beneficiaries, a legal representative must be stipulated.

H. Amounts due by the Organisation

24. Amounts due by the Organization and payable to the staff member’s beneficiary/ies include:

(a) salaries and allowances for the whole month during which death occurred after any outstanding advances have been settled, unless a death grant is payable, in which case the salaries and allowances shall be paid up to the date of death only;

(b) payment of accrued annual leave. If, however, the staff member has not accrued sufficient annual leave to cover any advance annual leave already taken, the cost of advance leave taken is deducted from any amounts to be paid to the beneficiaries;

(c) reimbursement of any travel or mission expenses not paid at the time of death;

(d) reimbursement by the Medical Benefits Fund of any medical expenses pending at the time of death.

25. Repatriation and death grants are not included in the above amounts; they are paid directly to the surviving spouse or dependent children, if any.

26. The amounts due by the Organization do not cover payments which are handled separately, such as those from the UN Pension Fund, Staff Compensation Plan, the Voluntary Life Insurance Plan or the UNESCO Staff Savings and Loan Service.
I. Payment in the absence of beneficiaries

27. If a designated beneficiary does not survive the staff member or if the designation of beneficiary has not been made or has been revoked, any amounts standing to the credit of a staff member shall upon his/her death be paid to his/her estate. Before giving payment instructions to BFM, HRM/SES verifies that the representative of the estate has due power of attorney and obtains an official document to that effect from the competent authorities of the country of which the deceased was a national. In case of doubt, the Office of International Standards and Legal Affairs (LA) should be consulted.

Related HR Manual Item:
HR Manual Chapter 13, Contractual arrangements

Procedures
1. HR Procedure 10.6 - Designation of Beneficiaries

Staff Rules
1. Staff Rule 103.19 - Method of payment - Deductions and contributions
2. Staff Rule 103.23 - Beneficiaries
3. Staff Rule 107.13 - Transportation of decedents
4. Staff Rule 109.1 - Separation from service
5. Staff Rule 109.9 - Repatriation grant
6. Staff Rule 109.10 - Death grant
7. Staff Rule 109.11 - Effective date of separation from service
8. Staff Rule 104.5 - Information required of staff members

Forms
1. Form HR 4-1 - Designation, change or revocation of beneficiary
Designation of beneficiaries

a) On appointment, staff members are required to complete a designation, change and revocation of beneficiary form (Form HR 4-1), annexed to their offer of appointment, for any amounts that may be owed in the event of their death. Staff members who wish to change or revoke their beneficiary/ies submit to their HR Officer a new Form HR 4-1 showing the requested changes.

b) On appointment, staff members are also required to provide contact details (e.g. name, address, telephone number, e-mail address) for the next of kin or another person who may be contacted by UNESCO in the event of accident or death of the staff member. Staff members are required to keep these contact details up-to-date, and send any changes to their HR Officer.

c) The designation, change and revocation of beneficiary form and contact details are placed in the staff member’s individual file. The form remains valid unless and until revoked by the staff member.
HR Item 10.8. Notice of termination

A. Notice of termination

1. Staff members holding a fixed-term, indeterminate or temporary appointment shall be notified in writing if their appointment is to be terminated prematurely as from a specified date. No notice period is provided in cases of termination on the grounds of unsatisfactory conduct or in case of summary dismissal. However, in the case of termination for unsatisfactory conduct (other than summary dismissal), the Director-General may decide to give a period of notice that is no longer than the period to which the staff member would have been entitled if the appointment had been terminated as per HR Manual Item 10.5 (paragraph 89).

2. deleted.

3. The notice period for staff members shall be as follows:
   (a) indeterminate appointment: three months;
   (b) fixed-term appointment, having completed probation: three months;
   (c) fixed-term appointment, not yet completed probation: one month;
   (d) temporary appointment, having completed probation: one week for each unexpired month of the appointment, up to a maximum of 4 weeks;
   (e) temporary appointment, not yet completed probation: one week;
   (f) deleted.

B. Payment in lieu of notice

4. If DIR/HRM is unable to give the statutory notice, or if he/she believes that it is in UNESCO’s interests for a staff member to leave before the end of the notice period, the staff member may be paid a sum equivalent to the salary and allowances that would have been payable had he/she remained in service until the expiry of the notice period. If, at the time notice is given, a staff member is entitled only to a portion of their normal salary, the payment in lieu of notice is reduced accordingly. No payment in lieu of notice of termination shall be payable if the staff member is terminated while on special leave without pay.

C. Calculation of payment in lieu of notice

5. Payment in lieu of notice includes the salary and allowances which the staff member would have received if he/she would have remained employed during the notice period.

Staff Rules

1. Staff Rule 109.6 - Notice of termination

Appendices

1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
HR Item 10.9. Payments on separation

A. Termination indemnity
B. Payment of accrued annual leave
C. Repatriation grant
D. Death grant
E. Final settlement

1. Staff members separating from service may be entitled to payments and benefits, including:
   (a) Any outstanding salary and allowances;
   (b) Separation Payments:
       (i) Termination indemnity
       (ii) Payment of Accrued Annual Leave
       (iii) Death Grant
   (c) Pension Benefit;
   (d) After-service health insurance coverage;
   (e) After-service life insurance coverage;
   (f) Any outstanding compensation claim.

2. In addition to these, internationally recruited staff and, where applicable, their eligible family members, may be entitled to:
   (a) Repatriation grant.
   (b) Repatriation travel;
   (c) Removal of household goods or shipment of personal effects;

For information on repatriation travel, please see HR Manual Chapter 8, Travel and removal, HR Manual Item 8.2.

For information on shipment of personal effects/ removal of household goods, see HR Manual Chapter 8, Travel and removal, HR Manual Item 8.4.

3. Any outstanding amount due to the Organization by the staff member shall be deducted by BFM/Payroll from the final settlement. (See paragraph 47 below)

A. Termination Indemnity

see also HR Apppendix 1 B (HRM/TAA) Item 25.6 - 25.7

4. Upon termination of an appointment, a termination indemnity may be payable to staff members holding an indeterminate, fixed-term or temporary appointment.
5. No termination indemnity shall be payable in the following cases:
   (a) on resignation, except where notice of termination has been given and the termination date agreed upon;
   (b) on expiration of a fixed-term or temporary appointment if it expires on the date specified in the letter of appointment;
   (c) on summary dismissal;
   (d) on abandonment of post;
   (e) on retirement;
   (f) on transfer to another UN agency

6. Deleted.

Conditions for payment of a Termination Indemnity

7. A termination indemnity shall be payable upon termination owing to the abolition of a post or reduction of staff under the following conditions:
   (a) Indeterminate or fixed-term appointment after six years or more of service: A termination indemnity based on the number of years and months of service completed, shall be payable according to the schedule set out in Table 10-1 below.
   (b) Fixed-term appointment after less than six years of service: A termination indemnity at the rate of one week of pay for each unexpired month of service, subject to a minimum of 6 weeks of pay and a maximum equivalent to 3 months of pay, shall be payable according to the schedule as set out in Table 10-1 below.
   (c) Temporary appointment exceeding six months: A termination indemnity shall be payable at the rate of one week of pay for each unexpired month of service, subject to a maximum of three months of pay.
Table 10-1 – Termination indemnity schedule (Staff Rule 109.7 (a))
(where termination is due to abolition of post or reduction of staff)

<table>
<thead>
<tr>
<th>Completed Years of service</th>
<th>No. of Months of Pay</th>
<th>Temporary appointments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Indeterminate appointments</td>
<td>Fixed-term appointments</td>
</tr>
<tr>
<td></td>
<td>one week of pay for each unexpired month of service, subject to a minimum of 6 weeks of pay and a maximum of 3 months of pay</td>
<td></td>
</tr>
<tr>
<td>Less than 2</td>
<td>Nil</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>3</td>
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<td>10.5</td>
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<td>13</td>
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<td>11</td>
</tr>
<tr>
<td>14</td>
<td>11.5</td>
<td>11.5</td>
</tr>
<tr>
<td>15 or more</td>
<td>12</td>
<td>12</td>
</tr>
</tbody>
</table>

8. In the case of termination for health reasons, a termination indemnity shall be payable as set out in paragraph 7, although such indemnity shall be reduced by any disability benefit that the staff member receives from the UN Joint Staff Pension Fund for the number of months to which the indemnity rate corresponds.

9. In the case of termination in the interest of the Organization, a termination indemnity shall be payable as set out in paragraph 7. The Director-General may, if he/she considers it justified in the particular circumstances, increase the amount of the indemnity by up to 50%.

10. In the case of termination for unsatisfactory service, unsuitable conduct and unsatisfactory conduct (other than summary dismissal) a termination indemnity may, at the Director-General’s discretion, be paid, although this shall not exceed 50% of the amount set out in paragraph 7 above.

Calculation of the termination indemnity

11. The termination indemnity shall be calculated as follows:

(a) For internationally-recruited staff members in the Professional category and above, the calculation is based on the annual net base salary at the time of separation, which excludes Post Adjustment.

For the current annual net salary scales for Professional and higher category staff, see HR Appendix 4 E;

(b) For General Service and National Professional Officer staff members, the calculation is based on annual net salary at the time of separation plus, where such entitlement exists, the non-resident’s allowance and the language allowance(s);

For the current local annual net salary scales for GS and NPO category staff, see UN Salaries and allowances site.
12. If, for a staff member promoted from the General Service to the Professional category, the remuneration used to calculate his/her termination indemnity is less than that received prior to promotion, the payment shall be calculated on the basis of the higher remuneration. Such cases may arise where a staff member is receiving a Personal Transitional Allowance following promotion.

13. The termination indemnity payable is based on the type of appointment and the number of completed years and completed months of service. Periods of less than one month are not taken into account. Any complete month falling within a period for which payment is made in lieu of notice shall be reckoned as service.

14. If a staff member’s appointment is terminated while he/she is on leave without pay:
   (a) The scale used to calculate the indemnity shall be that in force on the staff member’s last paid working day;
   (b) If the method of calculation or the definition of pay has been modified in the meantime, the method or definition in force on the day of termination shall be applied.

Periods of special leave

15. Continuity of service shall not be considered as broken by periods of special leave. But as service credits do not accrue during periods of special leave with partial pay/without pay of more than one month, such periods of special leave do not count towards the calculation of the termination indemnity.

B. Payment of accrued annual leave

16. Staff members who have not exhausted their accrued annual leave quota upon separation shall be entitled to receive in lieu thereof an amount equal to their pay for the period of such accrued leave, up to a maximum of 60 working days.

17. In the case of part-time staff members, the maximum number of working days is pro-rated (see HR Manual Item 6.2, Annual leave).

Calculation of the payment for accrued annual leave

18. The payment of accrued annual leave is made on the basis of 1/260 of annual pay for each day due. The amount is calculated as follows:
   (a) for internationally-recruited staff in the Professional and above, on the basis of net base salary plus post adjustment applicable on the date of separation at the duty station from which they were separated.

For the annual salary scales for staff in the Professional and higher categories, see HR Appendix 4 E.

   (b) for staff in the General Service and NPO categories, on the basis of their net salary at the time of separation, supplemented, where the entitlement exists, by the non-resident’s allowance and language allowance.

For the local salary scales for staff in the GS and NPO categories by duty station, see UN Salaries and Allowances site.

   (c) The amount is calculated by dividing the annual amount, supplemented where applicable by the Post Adjustment or the non-resident allowance or language allowance, by 1/260 and to multiply the amount so obtained by the number of days of leave accrued.
19. No annual leave shall accrue for any period of accumulated annual leave in lieu of which a staff member receives cash reimbursement.

C. Repatriation grant

Purpose

20. The purpose of the repatriation grant is to facilitate the relocation of expatriate staff members to a country other than the country of their last duty station.

Eligibility

21. A repatriation grant shall be payable to internationally-recruited staff members on fixed-term and indeterminate appointments (and on temporary appointments extended beyond 12 months) who, at the time of their separation, have completed five years or more of continuous qualifying service outside their recognized home country.

22. Deleted.

23. The repatriation grant shall not be payable to:

   (a) locally-recruited staff members;

   (b) staff members who, at the time of their separation, were living in their home country and working in their home country;

24. Staff members who are summarily dismissed, terminated for misconduct or who abandon their post are not entitled to a repatriation grant. However, a staff member who is terminated for misconduct (other than summary dismissal) may, at the discretion of the Director-General, be granted an amount not exceeding the amount of the entitlement payable if he/she had been terminated under Staff Regulations 9.1, 9.1.1 or 9.1.2.

Qualifying service

25. Qualifying service for the purpose of calculating the repatriation grant shall mean five years or more of continuous service outside the country of his/her recognized home.

26. Continuity of service shall not be considered broken during periods of special leave. However, service credits for the purpose of computation of the repatriation grant shall not accrue during periods of special leave with partial pay or without pay of more than one month.

27. The qualifying period for repatriation grant of a staff member who has been reinstated or transferred into UNESCO from the UN or a Specialized Agency shall be determined as follows:

   (a) if he/she has received no repatriation grant in respect of service accomplished prior to reinstatement or transfer, or if he/she has reimbursed it on reinstatement or transfer, the total period of his/her qualifying service before and after reinstatement or transfer shall be taken into account;

   (b) if he/she has received a repatriation grant in respect of service accomplished prior to reinstatement or transfer, the repatriation grant to which he/she may be entitled for qualifying service after reinstatement or transfer shall not exceed the difference between the number of weeks of pay he/she would have been entitled to under (a) and the number of weeks of pay which he/she has already received as a repatriation grant;
(c) if he/she has received, in respect of service accomplished prior to reinstatement or transfer, a repatriation grant equal to the maximum payable, no further grant shall be paid in respect of service after reinstatement or transfer.

28. Where a staff member who has accrued qualifying service credit towards a repatriation grant is transferred to a duty station in the country of his/her recognized home, he/she shall cease to accrue service credits towards the grant from the date of transfer. In such cases, the qualifying service credits towards the repatriation grant shall be counted as follows:

(a) The qualifying service towards the repatriation grant accrued before a transfer shall be reduced by one year for each completed six months of service after the transfer;

(b) After a subsequent transfer to a duty station outside the country of his/her recognized home, the staff member shall be credited, as from the date of transfer, one year of qualifying service towards the repatriation grant for every six months of service after such transfer, until he/she has recovered in full the amount of qualifying service accrued before his/her transfer to the country of his/her recognized home. Thereafter, qualifying service credits shall accrue at the normal rate until the maximum of 12 years is reached.

Conditions for payment

29. A repatriation grant is payable on relocation to any country other than that of the last duty station.

30. Payment of the repatriation grant upon separation is subject to the submission by the staff member of documentary evidence indicating that he/she has relocated in a country other than that of the last duty station. Such evidence may include a declaration by immigration, police, tax or other authorities of the country, by a senior UN official in the country, or by the former staff member’s new employer.

31. Entitlement to repatriation grant shall cease if no claim for payment supported by satisfactory evidence has been submitted within two years of the date of the staff member’s separation, unless the Director-General decides otherwise in exceptional circumstances.

32. Notwithstanding the requirement of paragraph 30, payments made with respect to qualifying service accrued before 1 July 1979 shall be made without evidence of relocation. Payments for qualifying service accrued after that date shall, however, be subject to the conditions set out in paragraph 30.

Amount and computation of the repatriation grant

33. Payment of the repatriation grant is based on the number of completed years and months of qualifying service outside the country of his/her recognized home, as follows:
Table 10-2 – Repatriation grant rates

<table>
<thead>
<tr>
<th>Years of continuous service outside the country of the recognized home</th>
<th>Staff member with a spouse or dependent child at the date of separation</th>
<th>Staff member without a spouse or dependent child at the date of separation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Professional category and above</td>
<td>General Service category</td>
</tr>
<tr>
<td>NUMBER OF WEEKS OF PAY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 years</td>
<td>14</td>
<td>8</td>
</tr>
<tr>
<td>6 years</td>
<td>16</td>
<td>9</td>
</tr>
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<td>7 years</td>
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<td>8 years</td>
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<td>9 years</td>
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</tr>
<tr>
<td>10 years</td>
<td>24</td>
<td>14</td>
</tr>
<tr>
<td>11 years</td>
<td>26</td>
<td>15</td>
</tr>
<tr>
<td>12 years or more</td>
<td>28</td>
<td>16</td>
</tr>
</tbody>
</table>

Calculation of the repatriation grant

34. For staff in the Professional category and above, the grant is based on the staff member’s net annual base salary at the time of separation (which excludes Post Adjustment). It shall be paid at the higher (dependency) rate to a staff member with a spouse or dependent child, regardless of their place of residence.

For the current annual salary scales for staff in the Professional and higher categories, see HR Appendix 4 E.

35. If, for a staff member promoted from the GS to Professional category, the remuneration used to calculate his/her repatriation grant is less than that received prior to promotion, the payment is calculated on the basis of the higher remuneration. (Such cases may arise where a staff member is receiving a Personal Transitional Allowance following promotion).

Payment of the repatriation grant in case of death of eligible staff member

36. In the event of death of an eligible staff member, the repatriation grant shall be payable to his/her spouse or, if he/she leaves no spouse, to his/her dependent child(ren) at the lower rate if there is one such survivor or at the higher rate if there are two or more such survivors. If no spouse or dependent child survives the staff member, the repatriation grant is not payable.

37. Payment of the repatriation grant to a surviving spouse or to one or more children shall be subject to evidence of their relocation in a country other than the country of the staff member’s last duty station. Documentary evidence may include a declaration by the immigration, police, tax or other authorities of the country, by a senior UN official in the country or by the former staff member’s new employer. Payments for qualifying service accrued prior to 1 July 1979 shall be made without evidence of such relocation.
If both spouses are staff members

38. If both spouses are staff members and each is entitled to a repatriation grant on separation, the amount of the grant payable to them shall be calculated as follows:

(a) where no dependent children are recognized, the grant shall be paid to each of the spouses, at the lower rate, according to their respective entitlements upon separation, on the understanding that the last spouse to be separated may claim payment at the higher rate, from which shall be deducted the amount of the grant already paid to the other spouse upon separation;

(b) where dependent children are recognized, the first parent to be separated may claim payment at the higher rate. In this event, the second parent may claim payment, upon separation, at the lower rate for the period of qualifying service following separation of the first parent or, if eligible, at the higher rate for the whole period of qualifying service from which shall be deducted the amount of the grant already paid to the first parent upon their separation.

Submission of claims

39. Once the staff member has exercised his/her repatriation travel to the country of relocation, he/she should submit evidence of relocation to his/her HR Officer; who, if he/she is satisfied that the conditions are met, will authorize payment of the repatriation grant.

* Transitional measures: Staff members recruited before 1 July 2016 maintain their eligibility to the repatriation grant under the schedule in place before 1 July 2016 (see the provisions attached) up to the number of years accrued at the time of implementation of the new scheme (1 July 2016), provided all other conditions are met, in the amount corresponding to the number of years of qualifying service accrued at the time of the implementation of the revised scheme should they separate after the implementation of the revised scheme and prior to reaching five years of qualifying service.

D. Death grant

40. In the event of the death of a staff member with an indeterminate or fixed-term appointment, or a staff member who has completed at least one year of continuous service, his/her spouse or, if he/she leaves no spouse, his/her dependent child or children shall receive a grant based upon completed years and months of service, calculated as shown table 10-3 below. If no spouse or dependent child survives the staff member, the death grant shall not be payable.

41. Deleted.

42. For the purposes of the death grant, “spouse” does not necessarily mean a dependent spouse. In addition, a staff member’s spouse recognized by UNESCO shall be considered as such until and unless legally divorced from the staff member (except in cases where the validity of the marriage is contested).

43. A "dependent child" is a child for whom the staff member was receiving a dependency benefit or allowance at the time of death. A secondary dependent does not qualify as a beneficiary for the death grant.
Table 10-3 – Death grant schedule

<table>
<thead>
<tr>
<th>Completed years of continuous service</th>
<th>Grant (months of pay)</th>
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</thead>
<tbody>
<tr>
<td>3 or less</td>
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<td>4</td>
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<td>7</td>
<td>7</td>
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<td>8</td>
<td>8</td>
</tr>
<tr>
<td>9 or more</td>
<td>9</td>
</tr>
</tbody>
</table>

Calculation of the death grant

44. The death grant shall be calculated as follows:

(a) For internationally-recruited staff members in the Professional category and above, based on the annual net base salary at the time of death (which excludes Post Adjustment).

For the current annual salary scales for staff in the Professional and higher categories, see HR Appendix 4 E.

(b) For staff in the General Services and NPO categories, based on the annual net salary at the time of death plus, if entitlement exists, non-resident’s allowance and language allowance(s).

For the current local salary scales for GS and NPO category staff, see UN Salaries and Allowances site.

45. If, for a staff member promoted from the General Service to the Professional category, the remuneration used to calculate the death grant is less than that received prior to his/her promotion, the amount shall be calculated on the basis of the higher remuneration. (Such cases may arise where a staff member was receiving a Personal Transitional Allowance following promotion).

E. Final Settlement

Currency of payments

46. The payments due on separation (Termination indemnity, accrued annual leave, repatriation grant, death grant) may, on the request of the staff member concerned or, where appropriate, of his or her beneficiaries, be paid either:

(a) In one of the currencies in which the staff member’s salary was paid at the time of separation or

(b) In the currency of the country of the staff member’s recognized home or

(c) In the currency of another country to which the Organization agrees to repatriate the staff member and/or the staff member’s dependants.

Amounts due to the Organization

47. Any outstanding amount due to the Organization by the staff member shall be deducted by BFM/Payroll from the final settlement.
Salary advance

48. If a staff member is separated before any salary advance granted to him or her has been fully recovered, BFM/Payroll shall deduct the total amount outstanding from the payments due to him or her upon separation.

Advance annual and sick leave

49. Upon separation, staff members holding fixed-term, indeterminate or temporary appointments who have taken advance annual leave above that which has been accrued shall be required to make a repayment in respect of their advance leave. To this effect, the period of advance leave shall be regarded as special leave without pay, and an offset made against the amount owed by UNESCO to the staff member.

50. Deleted.

For information on advance annual leave, please see HR Manual Item 6.2 (advance annual leave)

Advance against final payment

51. As the final payment may take time to process, and in order to avoid causing financial hardship for a separating staff member, an advance may be approved, upon request from the staff member, provided he/she has been medically cleared for separation. The amount of the advance shall not exceed 80% of the final emoluments (e.g. outstanding salary and allowances, commutation of accrued leave) less any monies to be recovered.

Staff Regulations

1. Staff Regulation 5.1
2. Staff Regulation 9.4

Staff Rules

1. Staff Rule 103.7 - Eligibility for allowances
2. Staff Rule 103.21 - Currency of payments
3. Staff Rule 103.22 - Salary advance
4. Staff Rule 104.15 - Reinstatement
5. Staff Rule 105.1 - Annual leave
6. Staff Rule 105.2 - Special leave
7. Staff Rule 109.1 bis - Payments upon separation from service
8. Staff Rule 109.7 - Indemnity of termination
9. Staff Rule 109.8 - Payment of accumulated leave
10. Staff Rule 109.9 - Repatriation grant
11. Staff Rule 109.10 - Death grant

Appendices

1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
HR Item 10.10. Effective date of separation - Last day for pay purposes

1. When a staff member separates from service, the effective date of separation and, as a result, the date on which the entitlement to salary and allowances ceases, shall be:

   (a) In the case of resignation: either the date of expiration of the notice period, or the date specified in the Letter of Acceptance of Resignation;

   (b) In the case of expiration of fixed-term or temporary appointment: the date specified in the Letter of Appointment or related Notification of Personnel Action;

   (c) In the case of termination: the date specified in the notice of termination;

   (d) In the case of retirement: the last day of the month in which they reach the age of 65. Staff members who became participants in the United Nations Joint Staff Pension Fund (UNJSPF) before 1 January 1990 may elect to retire on the last day of the month in which they reach the age of 60. Staff members who became participants in the United Nations Joint Staff Pension Fund from 1 January 1990 to 31 December 2013 inclusive may elect to retire on the last day of the month in which they reach the age of 62. Where an extension beyond retirement age is granted, the date will be that as approved by the Director-General;

   (e) In the case of summary dismissal: the actual date of dismissal;

   (f) Abandonment of post: the first day of unauthorized absence.

   (g) In the case of death in service: the last day of the month in which the staff member died or, where a death grant is payable, up to the date of death only.

2. Upon separation, except in the case of summary dismissal, a staff member whose recognized home is outside the country of the duty station, shall be allowed to relinquish his/her duties in time that enables him/her to reach his/her recognized home, by an approved route, on the date as set out in paragraph 1 above.

Staff Rules
1. **Staff Rule 109.1 - Separation from service**

Appendices
1. **Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW**
HR Item 10.11. Travel expenses on separation

1. When a staff member who is entitled to repatriation travel decides, for personal reasons, not to exercise his/her entitlement until after the effective date of separation, no salary or allowances (other than DSA, where applicable) shall be paid in respect of travel time.

2. Entitlement to return travel expenses will cease if the travel has not commenced within 2 years of the date of separation. However, where both spouses are staff members and the spouse who separates first is entitled to return travel expenses, his/her entitlement will only cease 2 years after the date of separation of the other spouse.

Staff Rules

1. Staff Rule 107.1 - Travel entitlements of staff members
2. Staff Rule 107.6 - Travel time
HR Item 10.12. Certification of service

1. Any staff member who so requests shall, upon separation, be given by HRM/SES a certificate specifying the nature of his/her duties and length of service. On the written request of the staff member concerned, the certificate includes an appraisal of his/her work and official conduct.

Staff Rules

1. **Staff Rule 109.12 - Certificate of service**
Chapter 11. Disciplinary measures

11.1. Introduction
11.2. Misconduct
11.3. Disciplinary procedure
11.4. Suspension pending investigation
11.5. Disciplinary measures

HR Item 11.1. Introduction

A. Purpose
B. Basic Legal Documents

A. Purpose

1. The purpose of this Item is to provide guidelines and instructions on the application of Chapter X of the Staff Regulations and Staff Rules, Disciplinary measures whereby the Director-General establishes administrative machinery with staff participation to advise him or her in disciplinary cases and imposes disciplinary measures on staff members whose conduct is unsatisfactory.

B. Basic Legal Documents

2. UNESCO Staff Regulation 10.1 and Staff Regulation 10.2; Staff Rule 101.2 – Financial responsibility; Staff Rule 110.1 – Disciplinary measures; Staff Rule 110.2 Joint disciplinary committees; and Staff Rule 110.3 – Suspension pending investigation provide the legal basis for this chapter.

Staff Regulations
1. Staff Regulation 10.1
2. Staff Regulation 10.2

Staff Rules
1. Staff Rule 101.2 - Financial responsibility
2. Staff Rule 110.1 - Disciplinary measures
3. Staff Rule 110.2 - Joint disciplinary committees
4. Staff Rule 110.3 - Suspension pending investigation
HR Item 11.2. Misconduct

A. Definition of misconduct

1. Misconduct within the meaning of Staff Regulation 10.2 is defined as non compliance by a staff member, by acts or omissions, with his or her obligations under the Constitution of UNESCO, Staff Regulations, Staff Rules, Administrative Manual, HR Manual and other relevant and binding administrative texts in force, or as failure to observe the standards of conduct expected from an international civil servant.

B. Examples of misconduct

2. Acts or omissions that constitute misconduct include, but are not limited to, the following:

(a) unlawful acts, be they committed on or outside the premises of UNESCO, such as theft, fraud, bribery, smuggling, possession or sale of illegal substances, and notwithstanding whether or not the staff member was officially on duty at the time when the acts were committed;

(b) non-observance by malice or by culpable negligence of any regulation, rule or administrative procedure of the Organization involving the Organization in unnecessary liability, expense or loss;

(c) misrepresentation, false certification or non-disclosure in connection with allowances, benefits and claims;

(d) assault, threats or harassment, including sexual harassment;

(e) misuse of the Organization’s property, equipment or files, including electronic files;

(f) misuse of position, abuse of authority, and breach of the duty of confidentiality in application of the relevant rules and procedures;

(g) misuse of privileges and immunities for the purposes of avoiding to discharge private obligations or to observe laws and police regulations;

(h) nepotism and granting contracts without justification, be it for personal benefit or for favours to others; etc.

C. Distinction between misconduct and unsatisfactory service and between disciplinary measures and call to order

3. Misconduct should be distinguished from unsatisfactory service. Unlike the cases of alleged misconduct, where disciplinary proceedings are normally initiated and disciplinary measures imposed pursuant to Staff Regulation 10.2, unsatisfactory service refers to performance of official duties within the Organization and in case where the services of the individual concerned cease to be satisfactory under the standards as described in the performance assessment policy in force, it may lead to termination of his or her appointment under Staff Regulation 9.1.
4. Disciplinary measures should also be distinguished from call to order, be it written or oral. While disciplinary measures as listed in Staff Rule 110.1 (a) require disciplinary proceedings as described in this Item of the Manual, are imposed by the Director-General and recorded in the personal file of the staff member concerned, the call to order remains within the framework of supervisor-supervisee relationship. It is, therefore, the responsibility of the immediate supervisor to issue call to order to staff members under his or her supervision in each case where the gravity of the perceived behaviour is such that it does not require immediate initiation of the disciplinary proceedings.

Staff Regulations
1. Staff Regulation 10.2
2. Staff Regulation 9.1; 9.1.1; 9.1.2

Staff Rules
1. Staff Rule 110.1 - Disciplinary measures
HR Item 11.3. Disciplinary procedure

A. Preliminary report on the alleged misconduct
   1. Where there is reason to believe that a staff member has engaged in misconduct for which a disciplinary measure may be imposed, the immediate supervisor of the staff member concerned shall immediately report the matter, as follows:
      (a) If the alleged misconduct concerns an ADG or Director of Bureau/Office or Director/Head of field office, the matter should be reported directly to the Director-General, with a copy to DIR/HRM.
      (b) In all other cases, the alleged misconduct should be reported to DIR/HRM through the ADG of the Sector or through the Director of the Bureau/Office or the Director/Head of field office, or directly to DIR/HRM if the circumstances of the case require immediate action.

IOS may report directly to DIR/HRM any instance of possible misconduct as described above they have discovered within their regular audit or evaluation activities. The report shall give a full account of the facts that are known and shall attach documentary evidence, including signed written statements by witnesses or any other document or record relevant to the alleged misconduct. If the conduct appears to be of such nature and gravity that suspension may be warranted, the immediate supervisor shall make a recommendation to that effect, giving the reasons.
   2. Upon receipt of the report, DIR/HRM shall examine whether there is prima facie evidence of misconduct based on the allegations and notify both the staff member concerned and his immediate supervisor normally within ten working days from the receipt of the report of his or her decision to pursue or close the matter.

B. Investigation
   3. If DIR/HRM finds that there are grounds to pursue the matter, he or she shall recommend to the Director-General to refer the matter to DIR/IOS for a detailed fact-finding investigation. The amount of time it will take to complete an investigation will depend on the particular circumstances of each individual case, but all efforts will be made for the investigation report to be submitted not later than two months from the start of the investigation.
   4. During the investigation, the staff member concerned shall be given a copy of the report of his immediate supervisor and shall be advised about the anticipated duration of the investigation.
   5. At the conclusion of the investigation, DIR/IOS shall submit the investigation report to the Director-General, with a copy to DIR/HRM. The investigation report shall contain all relevant facts, as well as documents and testimonies of witnesses.
C. **Charge letter**

6. On the basis of the evidence presented, the Director-General shall decide whether the matter should be pursued, and, if so, whether suspension is warranted.

7. If the case is to be pursued, DIR/HRM shall communicate to the staff member a Charge Letter issued in the form of a memorandum informing him or her of the allegations and his or her right to respond as well as advising him or her of his or her right to seek assistance from another staff member or retired staff member.

8. A copy of the investigation report of the documentary evidence and of the testimonies of witnesses and other evidence of the alleged misconduct shall be attached to the Charge Letter.

9. The staff member shall be given a specified time to answer the allegations and produce countervailing evidence. The amount of time allowed shall take account of the seriousness and complexity of the matter. The staff member shall ordinarily be allowed at least two weeks to respond to the allegations. If more time is required, it shall be granted upon the staff member’s written request for an extension, giving cogent reasons why he or she is unable to comply with the deadline. If no response is submitted within the time limit, the matter shall nevertheless proceed.

10. On the basis of the staff member’s response or any other further evidence brought into the case, DIR/HRM may be obliged to request that the investigation continues and to transmit further documentary evidence to the staff member, and/or to issue additional allegations of misconduct in a second Charge Letter. In either case, the staff member shall again be allowed at least two weeks to respond.

D. **Review of the staff member’s response and of the entire dossier**

11. Once DIR/HRM is satisfied that the matter has been thoroughly investigated, taking into account the staff member’s reply and the evidence he or she has produced, DIR/HRM may recommend to the Director-General one of the following:

   (a) to withdraw the allegations and close the matter—should the facts appear to indicate that no misconduct warranting disciplinary proceedings has occurred; or

   (b) to summarily dismiss the staff member concerned—should the evidence indicate that serious misconduct has occurred and that its gravity or the consequences thereof warrant immediate separation from service; or

   (c) to refer the matter to a Joint Disciplinary Committee for advice—should the facts appear to indicate that misconduct has occurred.

E. **Withdrawal of allegations**

12. If a decision to withdraw the allegations and to close the matter is taken, the staff member shall be immediately notified that the allegations have been dropped and that no further disciplinary action will be taken.

13. No material pertaining to the allegations of misconduct issued against the staff member shall be kept in his or her personal file.
F. Recommendation for summary dismissal

14. If the evidence produced in support of the report of the staff member’s supervisor and the evidence resulting from the investigation indicate that misconduct has occurred and that its gravity or the consequences thereof warrant immediate separation from service, and the reply by the staff member concerned fails to rebut the allegations or to produce countervailing evidence, DIR/HRM shall submit to the Director-General a recommendation for summary dismissal of the staff member concerned.

15. If the Director-General accepts the recommendation and decides to summarily dismiss the staff member, the staff member shall be notified of that decision in writing.

G. Referral of the case to Joint Disciplinary Committee

16. If the decision to refer the case to a Joint Disciplinary Committee for advice as to what disciplinary measures, if any, would be appropriate, DIR/HRM shall:

   (a) submit to the Committee a detailed statement of the acts or omissions considered to constitute a misconduct, including the Charge Letter(s) and the staff member’s response(s);

   (b) submit to the Committee all documentary evidence relevant to the alleged misconduct;

   (c) inform the staff member accordingly in writing and transmit to him the entire dossier submitted to the Committee;

   (d) advise the staff member of his or her right to be represented by any serving or retired staff member at the duty station where the Committee is established;

   (e) inform the staff member of the composition of the Committee;

   (f) advise the staff member of his or her right to submit any written comments or explanations to the Committee within a specified time;

   (g) advise the staff member of his or her right to propose witnesses to be called to testify in his or her defence; and

   (h) advise the staff member of his or her right to request that oral hearing be held in examination of his or her case.

H. Waiver of the referral to a Joint Disciplinary Committee

17. Referral to a Joint Disciplinary Committee may be waived by mutual agreement of the staff member concerned and the Director-General, under the provisions of Staff Rule 110.2 (a).

18. The waiver may be proposed by either the staff member or the Director-General.

19. If there is a mutual agreement on the waiver, it shall be recorded in writing.

20. The waiver shall mean that the staff member agrees to forego the Joint Disciplinary Committee proceedings and to have imposed one or more of the disciplinary measures listed in Staff Rule 110.1.
I. **Proceedings before the Joint Disciplinary Committee**

21. In considering a case, the Joint Disciplinary Committee shall act in accordance with the following:

(a) It shall examine the allegations of misconduct and act with maximum dispatch, and shall make every effort to provide its advice to the Director-General within two months after the case has been submitted to it.

(b) The Committee shall permit a staff member to arrange to have his or her case presented before it by any other staff member or retired staff member at the same duty station where the Committee is established.

(c) Proceedings before the Committee shall normally be limited to the original written presentation of the case, together with brief statements and rebuttals, which may be made in writing or orally or both.

(d) If the Committee considers that it requires the testimony of the staff member concerned or other witnesses, it may, at its discretion, obtain such testimony by written deposition, by personal appearance before the Committee, or by telephone or other means of communication.

(e) If the Committee decides to organize an oral hearing, both parties and their representatives shall be invited to be present during the hearing. No witness shall be present during the testimony of other witnesses.

(f) If the Chairperson decides that the Committee or one of its members should take testimony by deposition, telephone or other means of communication, such testimony shall be shared with the parties concerned for comment or rebuttal.

(g) The Chairperson shall declare the opening and closing of the meeting, direct the discussion, enforce time limits, accord the right to speak, rule on points of order, rule on relevance and be responsible for the timely completion of the report.

(h) The Chairperson shall direct that all persons involved in the Committee proceedings, whether as members, parties, counsel or witnesses, observe strict confidentiality. Normally only members of the Committee, the secretary, parties and counsel shall be present during hearings, the exception being a witness giving oral testimony. Executive sessions, attended by all Committee members and the secretary, may be convened by the Chairperson any time.

(i) In considering a case, the Committee shall act with maximum discretion and tact incumbent upon it by reason of confidentiality of its proceedings, report and recommendation to the Director-General.

J. **Composition of the Joint Disciplinary Committee**

22. Each Committee shall consist of a chairperson, who shall direct the discussions, ensure observance of the administrative provisions in force and the correct procedure, and supervise the drafting of the report, and of four members who shall sit in a personal capacity. The chairperson shall be chosen by the Bureau of Human Resources Management from the panel of chairpersons of the Personnel Advisory Boards described in Staff Rule 104.1 paragraph (e); half of the members shall be chosen from the panel of elected members eligible to sit on the Appeals Board as described in paragraph 2 (c) of the Statutes of the Appeals Board; the other half shall be appointed by the Director-General.
23. As far as possible, no member of a Joint Disciplinary Committee shall have a grade lower than that of the person concerned. In forming each Committee the Bureau of Human Resources Management shall not include any staff member from the sector, office or bureau of the staff member whose case is under consideration nor select more than one member of the same nationality.

24. When the case of a staff member away from Headquarters is to be considered the Director-General may set up an ad hoc Joint Committee away from the Headquarters of the Organization, whose chairperson and members need not be drawn from the panels described in paragraph 22 above. The chairperson and half of the members shall be appointed by the Director-General. The other members shall be appointed by the recognized staff association or one of such associations, the choice, if there is more than one, being left to the staff member concerned. Should the staff member not exercise his or her choice within the time allowed, the association shall be designated by the Director-General.

25. Any staff member brought before a Joint Disciplinary Committee may object to not more than two of the persons authorized to sit on that Committee. When the staff member concerned exercises this right one or two other persons, as necessary, shall be appointed. The same procedure shall be applied when several staff members are brought before a committee in connection with the same matter.

26. A staff member whose case is before a Joint Disciplinary Committee shall have the right to choose another staff member, serving at the place where the case is heard, to assist or represent him or her before the Committee.

27. Attendance at meetings of the Committees shall be regarded as official duty for those concerned, whose supervisors shall give them the necessary latitude.

28. The secretariat of the Committee shall be provided by the Bureau of Human Resources Management.

K. Report of the Joint Disciplinary Committee

29. The report of the Joint Disciplinary Committee shall be rendered by a majority of the members of the Committee.

30. The report shall contain:

(a) the allegation of misconduct;
(b) the staff member’s response;
(c) a statement of the proceedings;
(d) a synopsis of the evidence and the Committee’s evaluation thereof;
(e) the findings, indicating which of the allegations, if any, appear to be supported by the evidence;
(f) any aggravating or mitigating factors that might be relevant;
(g) the advice of the Committee to the Director-General as to what disciplinary measure, if any, is to be imposed with a brief account of the reasons thereof;
(h) dissenting or separate opinions, if any.

31. The report shall be signed by the Chairperson and the members of the Committee.

32. The report shall be transmitted with maximum dispatch to the Director-General through DIR/HRM.
33. The final decision shall be taken by the Director-General.

Staff Rules

1. Staff Rule 110.2 - Joint disciplinary committees
2. Staff Rule 110.1 - Disciplinary measures
# HR Item 11.4. Suspension pending investigation

<table>
<thead>
<tr>
<th>A. Circumstances warranting suspension</th>
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<tr>
<td>B. Duration of the suspension</td>
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<tr>
<td>C. Conditions of suspension</td>
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<tr>
<td>D. Suspension with pay and suspension without pay</td>
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## A. Circumstances warranting suspension

1. In accordance with Staff Rule 110.3, the staff member may be suspended from duty during the investigation and pending completion of disciplinary proceedings:
   
   (a) if a charge of serious misconduct is made against the staff member;
   
   (b) if the Director-General considers that there is prima facie evidence that such a misconduct was committed;
   
   (c) if the circumstances of the case appear to call for the application of a disciplinary measure other than written censure;
   
   (d) if the staff member’s continuance of service would bring about a risk of evidence being destroyed or concealed or in other way prejudice the disciplinary proceedings or would cause danger for other staff members or would prejudice the interests of the Organization.

## B. Duration of the suspension

2. Suspension from duty shall not normally exceed three months. A staff member suspended pursuant to Staff Rule 110.3 shall be given a written statement of the reason for the suspension and its probable duration.

## C. Conditions of suspension

3. In accordance with Staff Rule 110.3, the suspension will be without prejudice to the rights of the staff member and shall not constitute a disciplinary measure.

Suspension shall not affect the rights acquired by the staff member before the suspension order was issued, particularly as regards accumulated leave and repatriation grant. It does, nevertheless, constitute a temporary interruption of service and, as such, shall have the following effects on the rights of the staff member.

(a) **Participation in the United Nations Joint Staff Pension Fund.** A staff member who is suspended, with or without pay, must remain a participant in the Fund by virtue of Staff Rule 106.4 and Article 21 of the Regulations of the Fund. If the staff member is unable to pay his or her own contributions, particularly if suspended without pay, the Organization shall advance the amount.

(b) **Participation in the Medical Benefits Fund (MBF).** A suspended staff member shall also remain a participant in the MBF by virtue of Staff Rule 106.3 and Article 2.1 of the Rules of MBF. If the staff member is unable to pay his or her contributions the Organization shall advance the amount.

(c) **Periods of suspension with or without pay shall not count** for the calculation of:
   
   (i) entitlement to annual leave,
(ii) entitlement to sick leave,

(iii) the period of continuous service referred to in Staff Rule 106.2 (maternity leave)

(iv) entitlement to within-grade salary increment,

(v) entitlement to repatriation grant, termination indemnities and death grant,

(vi) the date on which the staff member is entitled to home leave or family visit.

D. Suspension with pay and suspension without pay

4. Pursuant to Staff Rule 110.3, the decision to suspend a staff member shall specify whether he shall continue to receive his salary and monthly allowances during the period of suspension.

5. If the alleged misconduct is extremely serious and prima facie evidence is submitted in support of the allegations, the Director-General may decide, in exceptional cases, to withhold part of the salary and monthly allowances of the suspended staff member and shall determine the amount to be withheld.

6. The Director-General may at any moment:
   (a) lift the suspension;
   (b) modify the amount to be withheld; or
   (c) withhold part of the salary and monthly allowances of the suspended staff member, if it was not done when the suspension was initially imposed.

7. If the charges of misconduct against the staff member suspended without pay subsequently are not sustained, or sustained but the measure imposed is other than summary dismissal or termination, the suspension shall be lifted and the staff member concerned shall be entitled to reimbursement of the sums withheld from his salary and monthly allowances during his suspension.

Staff Rules

1. Staff Rule 106.2 - Maternity leave
2. Staff Rule 106.3 - Medical care
3. Staff Rule 106.4 - United Nations Joint Staff Pension Fund
4. Staff Rule 110.3 - Suspension pending investigation

Key Documents

1. Regulations, rules and pension adjustment system of the UN joint staff pension fund

Appendices

1. Appendix 7 A - Rules of the UNESCO Medical Benefits Fund
HR Item 11.5. Disciplinary measures

**A. Disciplinary measures**

1. Allegations of misconduct may lead to the imposition by the Director-General of one or more of the disciplinary measures listed in Staff Rule 110.1 (a) he deems appropriate to the gravity of the case:
   
   (a) written censure,
   
   (b) deferment or withholding of within-grade salary increment,
   
   (c) blockage of promotion,
   
   (d) demotion by transfer,
   
   (e) termination, and
   
   (f) summary dismissal.

2. The decision of the Director-General to impose any of the disciplinary measures listed above is without prejudice to his authority to take any legal action to establish the criminal, civil or financial liability of the staff member concerned.

**B. Written censure**

3. The disciplinary measure of written censure in accordance with Staff Rule 110.1 (b) may be imposed by the Director-General. Pursuant to Staff Rule 110.2(a), it may be imposed without referral to a Joint Disciplinary Committee. It shall be applied as a formal recording of a staff member's misconduct in writing and it shall be kept in his personal file. The Director-General may require the staff member’s supervisor to report to him any time after the application of the written censure on the conduct of the staff member in the light of the censure. If during a period of three years following the application of such a censure, no new disciplinary measure for misconduct is imposed on the staff member concerned, the written censure shall be withdrawn from his or her personal file.

**C. Deferment and withholding of within-grade salary increment**

4. In imposing the disciplinary measure of deferment or withholding of within-grade salary increment in accordance with Staff Rule 110.1 (c), the Director-General shall fix the period in which the staff member's eligibility for a within-grade increment shall be postponed, which shall normally not exceed two years. The Director-General shall fix the number of increments to be withheld.

**D. Blockage of promotion**

5. In imposing the disciplinary measure of blockage of promotion in accordance with Staff Rule 110.1 (d), the Director-General shall fix the period during which the measure shall be applied, which shall normally not exceed three years.
E. Demotion by transfer

6. In imposing the disciplinary measure of demotion, the Director-General shall transfer the staff member concerned from the post he or she is holding to another post of a lower grade and shall fix the staff member’s step, which shall normally not be lower than the step within the previous grade from which he or she was demoted.

F. Termination

7. Upon the disciplinary measure of termination for misconduct, the staff member concerned shall normally not be entitled to notice, indemnity of termination and repatriation grant. However, the Director-General may decide that:

(a) In accordance with Staff Rule 109.6 (b), a period of notice be given or compensation in lieu thereof be paid to the staff member terminated for misconduct, not exceeding the period i.e. the amount that is normally payable upon separation from service other than termination as disciplinary measure;

(b) In accordance with Staff Rule 109.7 (f), indemnity of termination be paid to the staff member terminated for misconduct in an amount not exceeding one half of the amount that is normally payable upon separation from service other than termination as disciplinary measure;

(c) In accordance with Staff Rule 109.9 (f), a repatriation grant may be granted to the staff member terminated for misconduct in an amount not exceeding the amount that is normally payable upon separation from service other than termination as disciplinary measure.

G. Summary dismissal

8. In accordance with Staff Rule 109.6 (c), Staff Rule 109.7 (g) (iii) and Staff Rule 109.9 (f), the staff member who is summarily dismissed for serious misconduct shall not be entitled to notice of termination, indemnity of termination and repatriation grant. In accordance to Staff Rule 109.8, the disciplinary measure of summary dismissal shall not affect the entitlement of payment of the accrued annual leave.

9. In cases of summary dismissal imposed without prior submission of the case to a Joint Disciplinary Committee in accordance with Staff Rule 110.2 (a), the staff member or former staff member concerned may, within one month of having received written notification of the measure, request that the measure be reviewed by a Joint Disciplinary Committee. The request shall not have the effect of suspending the measure. After the advice of the Committee has been received, the Director-General shall decide as soon as possible what action is to be taken in respect thereof. In cases where a request for review of the disciplinary measure of summary dismissal is submitted, the time limits for contesting the disciplinary actions before the Appeals Board shall begin to run from the date of notification of the final decision taken by the Director-General.

Staff Rules

1. Staff Rule 109.6 - Notice of termination
2. Staff Rule 109.7 - Indemnity of termination
3. Staff Rule 109.8 - Payment of accumulated leave
4. Staff Rule 109.9 - Repatriation grant
5. Staff Rule 110.2 - Joint disciplinary committees
6. Staff Rule 110.1 - Disciplinary measures
12.1. Appeals

HR Item 12.1. Appeals

A. Appeals Board

B. Composition of the Appeals Board

C. Administrative Tribunal

D. Appeals in connection with the UN Joint Staff Pension Fund

The procedure for lodging an appeal against disciplinary actions or against administrative decision is governed by Staff Regulations 11.1, 11.2; Staff Rules 111.1, 111.2 and by the Statutes of the Appeals Board (Annex A to the Staff Regulations and Staff Rules).

A. Appeals Board

1. The text of the Statutes of the Appeals Board is contained in Annex A to the Staff Regulations and Rules.

B. Composition of the Appeals Board

2. The Chairman and the alternate Chairman of the Appeals Board are retained under contract with the Organization. ODG is responsible for the preparation and renewal of the contracts, and for making requests for the obligation and payment of fees payable thereunder.

3. The Secretary to the Appeals Board is a staff member who performs his/her duties under the general direction of the Chairman.

4. Proposals for amendments to the Statutes of the Appeals Board for submission to the Executive Board and the General Conference are prepared by DIR/HRM.

5. Elections by secret ballot for the panel of members representing the staff are organized by HRM with the assistance of the Secretary to the Appeals Board. HRM advises Directors of offices away from Headquarters of the arrangements to be made to enable their staff to take part in the elections. Nomination and election dates are fixed with such arrangements in view.

C. Administrative Tribunal

6. The Administrative Tribunal approved by the General Conference is the Administrative Tribunal of the International Labour Organization (ILO).

7. The Statute and Rules of Court of the Administrative Tribunal may be obtained from HRM and are available on the Internet (http://www.ilo.org/public/english/tribunal/).

8. LA is responsible for representing the Organization before the Administrative Tribunal.

9. HRM is responsible, in consultation with LA as required, for relations with ILO regarding the administrative arrangements for appeals by UNESCO staff members, and for requesting the obligation and payment of funds in respect of expenses arising from such appeals that are to be borne by UNESCO.
D. Appeals in connection with the UN Joint Staff Pension Fund

10. Appeals in connection with the UN Joint Staff Pension Fund are made to the UN Appeals Tribunal. See HR Manual Item 7.3, Pension Fund.

Staff Regulations

1. Staff Regulation 11.1
2. Staff Regulation 11.2
3. Annex A - Statutes of the Appeals Board

Staff Rules

1. Staff Rule 111.1 - Appeals Board
2. Staff Rule 111.2 - Administrative Tribunal
Chapter 13. Contractual arrangements

13.1. Introduction
13.2. Indeterminate appointments
13.3. Fixed-term appointments
13.4 Project appointments (PAs)
13.5. Temporary assistance
13.6. Temporary staff appointments
13.7 Short-Term Contracts
13.8. Special Service Agreements
13.9. Service Contracts
13.10. Individual consultant and other specialists contracts
13.11. Short-term contracts for free-lance interpreters and translators
13.12. Medical Examinations
13.13. Part-Time Work
13.14. Hiring of retired staff members
13.15. Reinstatement
13.16 Records of service

HR Item 13.1. Introduction

A. Purpose and Scope
B. Types of Contracts in UNESCO
C. Status and Basic Legal Documents

A. Purpose and Scope

1. This Chapter provides information on the different types of appointments and contracts applicable in the Organization. It also sets out rules and procedures governing part-time work, the hiring of retired staff members and reinstatements.

B. Types of Contracts in UNESCO

2. The terms and conditions of service of UNESCO employees depend, inter alia, on the type of contract they hold. For this reason, the Chapter is divided into the following items:

(a) Introduction
(b) Indeterminate appointments;
(c) Fixed-term appointments;
(d) Project appointments;
(e) Temporary Assistance: General
(f) Temporary staff appointments;
(g) Short-term contracts;
(h) Special Service Agreements;
(i) Service Contracts;
(j) Individual Consultant contracts;
(k) Short-term contracts for free-lance interpreters and translators;
In addition, this Chapter includes several Items on topics common to most of the Items listed above:

(a) Medical Examinations
(b) Part-Time Work
(c) Hiring of retired staff members
(d) Reinstatement

Note: For personnel contracted with the Day Nursery and Children’s Club, Restaurant services and the Commissary see HR Manual Item 16.5, Day nursery and children’s club (UNC) and AM Items 12.7, 12.6 respectively.

C. Status and Basic Legal Documents

Staff Rule 100.2

3. “Staff member” means a person engaged by the Director-General other than a consultant, a supernumerary, a holder of fee contract, a person engaged under a Special Service Agreement or under a Service Contract. It also means a person engaged by the Director-General other than those engaged specifically for a conference or a meeting, for auxiliary services in the Restaurant and UNESCO Commissary, and personnel engaged for the UNESCO Day Nursery and Children’s Club or for maintenance duties in field offices or a casual labourer.

4. UNESCO’s Staff Regulations and Staff Rules are applicable to staff members on indeterminate, fixed-term and temporary appointments. Their conditions of service are governed by UNESCO’s Staff Regulations and Staff Rules and the relevant provisions of the Human Resource Manual.

5. Conditions of service of individuals employed under Short-term contracts for free-lance interpreters and translators, Short-term contracts, Special Service Agreements, Service Contracts and Individual Consultant contracts are set out in the relevant Items of this Chapter.

Staff Rules

1. Staff Rule 100.2 - Definitions
HR Item 13.2. Indeterminate appointments

A. Granting Indeterminate Appointments

1. An indeterminate appointment may be granted to a staff member who has completed at least five years of continuous service and who has shown that he/she meets the standards of efficiency, competence and integrity as required under Staff Regulation 4.2.

2. The Appointment Review Board (ARB) gives advice on conversions of fixed-term appointments to indeterminate appointments.

3. An indeterminate appointment shall be reviewed after five years from the standpoint of efficiency, competence and integrity.

Converting fixed-term into indeterminate appointments: under review

B. Terms of Appointment

Status, obligations and privileges

4. Holders of indeterminate appointments have the status of UNESCO staff members, and are entitled to the privileges and immunities accorded to that status. If they are required to travel, they are issued with a United Nations laissez-passer.

5. Staff members are bound by the duties, obligations and privileges set out in Chapter I of UNESCO Staff Regulations and Staff Rules and, as international civil servants, by the Standards of Conduct for the International Civil Service. These include the obligation that they discharge their functions and regulate their conduct with the interests of the Organization only in view, and not to seek or accept instructions regarding the performance of their duties from any authority external to UNESCO.

See HR Manual Chapter 2, Duties, Obligations and Privileges

Duration of Appointment

6. Indeterminate appointments are appointments without limit of time.

Effective date of appointment

7. A staff member’s appointment takes effect from the date set on the Notification of Personnel Action.
C. Conditions of Service

Working Hours and Official Holidays

8. For the duration of the contract, the whole time of staff members is at the disposal of the Director-General. The normal number of weekly working hours and the official holidays for the duty station shall be established by the Director-General.

See HR Manual Item 2.4, Hours of Work

Mobility Requirements

9. Staff members are subject to the authority of the Director-General and to assignment by him/her, with due regard to their qualifications and experience, to any post in the Organization.

10. Internationally-recruited staff members in the Professional and higher categories holding indeterminate contracts are subject to geographical mobility under the conditions established by the Director-General.

See HR Item 5.11, Geographical Mobility

Remuneration

11. Staff members are remunerated on the basis of their category, grade, step, duty station and family situation, in accordance with their Letter of Appointment, the Staff Regulations and Rules and any subsequent changes thereto.

See HR Manual Chapter 4, Salaries and Allowances

Travel and related entitlements

12. Subject to any conditions and limitations laid down by the Director-General, the Organization shall pay the travel expenses of staff members and their dependants as well as the costs of transportation of the personal effects of staff members or removal of their household goods.

See HR Manual Chapter 8, Travel and removal.

Leave

13. Staff members shall be granted annual leave, in accordance with a system laid down by the Director-General.

See HR Manual Chapter 6, Leave

Social Security

14. The Director-General shall operate a system of social security for staff, including provisions for the preservation of health, sick leave and maternity leave, and reasonable compensation in the event of illness, accident or death attributable to the performance of official duties on behalf of the Organization.

See HR Manual Items 6.3 and 6.4, Sick leave and Maternity Leave
15. Staff on indeterminate appointments shall be enrolled in UNESCO’s Medical Benefits Fund (MBF) if they fulfill the conditions for participation as set out in the MBF Rules and provided that their participation is not expressly excluded by the terms of their appointment.

16. The recognized dependants of staff members enrolled in the MBF, and their spouse, may also be enrolled in the Fund in accordance with, and subject to, the provisions of its Rules.

See HR Manual Item 7.2, Medical insurance and services.

United Nations Joint Staff Pension Fund (UNJSPF)

17. Staff members on indeterminate appointments shall be enrolled in the UNJSPF provided enrolment is not expressly excluded by the terms of their appointment.

See HR Manual Item 7.3, Pension Fund

Death, injury or illness attributable to the performance of official duties

18. In the event of death, injury or illness attributable to the performance of official duties on behalf of the Organization, staff on indeterminate appointments shall be covered by UNESCO’s Staff Compensation Plan.

See HR Manual Item 7.4, Staff Compensation Plan

D. Performance Evaluation

19. UNESCO’s Performance Management policy applies to staff members holding an indeterminate appointment. ADGs/Directors of Bureaux or Offices/Directors or Heads of field offices shall ensure that supervisors assess the performance of the staff members under their supervision as required by the Performance Management policy.

See HR Manual Chapter 14, Performance Management.

E. Separation

20. The Director-General may terminate the appointment of a staff member in accordance with its terms or, at any time, if either the necessities of the service require abolition of the post or reduction of the staff, or if the services of the individual concerned cease to be satisfactory or if he/she is, for reasons of health, incapacitated for further service. Termination may also be decided in the interest of the good administration of the Organization, provided that the action is not contested by the staff member concerned.

21. If the necessities of the service require that appointments of staff members be terminated as the result of abolition of posts or reduction in staff, staff members holding indeterminate appointments shall, as a general rule, be retained in preference to those holding other appointments, subject to the availability of suitable vacant posts in which their services could be effectively utilized. Due regard shall be paid in all cases to efficiency, competence, integrity and length of service.

See HR Manual Chapter 10, Separation from service.

F. Disciplinary Measures and Appeals Process

22. The Director-General may impose disciplinary measures on staff members whose conduct is unsatisfactory.

See HR Manual Chapter 11, Disciplinary Measures.
UNESCO HR Manual  Chapter 13. Contractual arrangements

23. Staff members have access to the Appeals Board, in accordance with the Statutes of that Board.

See HR Manual Chapter 12 Appeals

Staff Regulations

1. Staff Regulations and Staff Rules

Key Documents

1. Regulations, rules and pension adjustment system of the UN joint staff pension fund

Appendices

1. Appendix 1 A - Standards of Conduct for the International Civil Service
2. Appendix 7 A - Rules of the UNESCO Medical Benefits Fund
3. Appendix 7 B - Staff Compensation Plan
HR Item 13.3. Fixed-term appointments

A. Recruitment and Selection

1. Selection for fixed-term appointments is made on a competitive basis. All decisions to appoint fixed-term staff are made by the Director-General for Professional staff and above; by the ADG and Directors of Bureau for General Service staff at Headquarters; and by the Directors/Heads of field office for General Service and National Professional Officers in the field.

See HR Manual Chapter 5, Recruitment, promotion, transfer and geographical and inter-agency mobility.

B. Appointments

Status, obligations and privileges

2. Staff on fixed-term appointments have the status of UNESCO staff members, and are entitled to the privileges and immunities accorded to that status. If they are required to travel, they shall be issued with a United Nations laissez-passer.

3. Fixed-term staff members shall be bound by the duties, obligations and privileges in Chapter I of UNESCO’s Staff Regulations and Staff Rules and, as international civil servants, by the Standards of Conduct for the International Civil Service. These include the obligation that they discharge their functions and regulate their conduct with the interests of the Organization only in view, and not to seek or accept instructions regarding the performance of their duties from any authority external to UNESCO.

See HR Manual Chapter 2, Duties, obligations and privileges.

Terms of Appointment

4. A candidate selected for fixed-term appointment as a staff member receives a Letter of Appointment, prepared by HRM/SES, signed by DIR/HRM or his/her alternate, specifying the terms and conditions of his/her employment as a staff member. A copy of the Staff Regulations and Staff Rules, the Standards of Conduct for the International Civil Service, UNJSPF Regulations, Rules and Pension Adjustment System, MBF Rules, Staff Compensation Plan, job description and the Letter of Acceptance are annexed to the Letter of Appointment.

5. Candidates shall indicate acceptance of the appointment by signing and returning a copy of the Letter of Acceptance to their HR Officer, HRM/SES. By signing, a candidate accepts explicitly the Declaration of Service as an international civil servant and also declares that he/she has taken cognizance of the Staff Regulations and Staff Rules and that he/she accepts their conditions and any changes which may be made thereto.

6. The Letter of Appointment, together with its annexes and the duly signed Letter of Acceptance, constitute the contract of employment of the fixed-term staff member.
Duration of Appointment

7. Fixed-term appointments are appointments for a continuous period of not less than one year, ending on the date specified in the letter of appointment. The duration of fixed-term appointments is normally for two years, although the appointment made to an extra-budgetary post where the financing is of a limited duration may be shorter, for instance one year or 18 months.

8. ADGs and officials of equivalent status shall be appointed for an initial period not exceeding five years, renewable for periods not exceeding five years.

Limitations on Appointment


Medical Clearance

9. The offer of appointment is subject to medical clearance by the Chief Medical Officer, based on the prescribed medical tests and examinations carried out on the selected candidate by a qualified medical practitioner.

Host country Clearance

10. Fixed term staff members appointed as the Director or Head of a field office require clearance from the host country. Such appointments shall, therefore, be conditional upon clearance from the relevant national authorities.

See HR Manual Item 5.2, Recruitment

Security training and clearance

11. The security of all UNESCO staff is of paramount importance. In order to promote and enhance security awareness, fixed-term staff members must undertake any prescribed security training or awareness programmes, and obtain the appropriate security training certificates, before they take up their duties. See HR Item 17.4.

12. Fixed-term staff members require security clearance before they take up their duties.

See HR Manual Item 5.2, Recruitment

Effective date of appointment

13. The appointment of internationally-recruited staff members living within commuting distance of the duty station shall take effect from the date on which they assume their duties. For those who do not live within commuting distance, the appointment shall take effect from the date on which they start the authorized travel to assume their duties.

14. The appointment of locally-recruited staff members takes effect from the date on which they assume their duties.

Probationary period

15. All initial fixed-term appointments are subject to a probationary period to allow an assessment of the staff member’s work, conduct and suitability for international duties. The length of the probationary period shall be 9 months if the initial appointment is for two years or more, and 6 months if the initial appointment is for less than two years.
16. In the case of an initial appointment of two years or more, the probationary period may be extended to enable a further assessment, provided that the entire probationary period does not exceed 12 months.

17. On transfer or secondment from another United Nations Organization, the Director-General (for staff at Director level and above) or DIR/HRM (for all other staff) may consider prior service within that Organization as a satisfactory period of probation.

18. If a former staff member awarded a new appointment has already undergone the requisite probationary period under previous service, a further period of probation is not normally required.

19. Three months before the end of the probationary period (for fixed-term appointments) (two (2) months in the case of a probationary period of six (6) months), the immediate supervisor prepares a short performance report and a written recommendation for confirmation/non-confirmation of the appointment of the staff member on probation.

20. The recommendation for confirmation/non-confirmation of an appointment at the end of the probationary period, should be approved by:

(a) the Director-General for Director and above staff and Directors/Heads of Field Offices;
(b) the ADG of Sector/Director of Bureau/Office for P-1 to P-5 staff in Headquarters;
(c) the Director of Division/Bureau/Office for General Service staff in Headquarters;
(d) the Director/Head of Field Office for P-1 to P-5 staff, NPO and General Service staff in the field;
(e) the ADG of Sector or Directors/Heads of Field Offices for Administrative Officers at Headquarters and in the field. A recommendation from the CFO is also required.

21. The recommendation for confirmation/non-confirmation of an appointment should be submitted to the HR Officer (HRM) for follow up action, and a copy sent to the Administrative Officer.

Confirmation

22. Confirmation of a fixed-term appointment is granted upon satisfactory completion of the period of probation (a rating of “fully meets expectation”) and on the basis of the written recommendation in paragraph 21.

23. If the staff member’s performance is not fully satisfactory, the probationary period may be extended; if it is not satisfactory, the appointment may be terminated.

See HR Manual Item 14.4, Special provisions applicable to staff on probation

24. The Chief Medical Officer may request a supplementary medical examination, if deemed necessary, before the end of a probationary period.

Extension/Expiration of Fixed-term Appointments

25. A fixed-term appointment shall not carry any expectation of, nor imply any such right to, extension and shall, unless extended, expire according to its terms, without prior notice or indemnity, on the end date specified in the Letter of Appointment or the related Notification of Personnel Action.

26. Extensions of appointment are subject to satisfactory service. In order for a staff member’s appointment to be extended, his/her supervisor must make a written recommendation to HRM confirming that the performance of the staff member has been satisfactory (rating: fully meets expectations). The recommendation shall be consistent with the performance assessment for the period concerned, including the outcome of the mid-term review.
27. Fixed-term appointments are normally extended for 2 years, although appointments made to an extra-budgetary post where the financing is of a limited duration may be shorter, for instance, one year or 18 months. Any proposal to renew a fixed-term appointment for less than two years for staff in the Professional and General Service categories where the staff member has more than five years seniority shall be submitted to the Advisory Board on Individual Personnel Matters for advice, except in cases which have been submitted to the Reports Board where staff member's performance does not meet expectations (see Staff Rule 104.1 (b)(v)).

28. At least four months prior to the expiration of the staff member’s appointment (for fixed-term appointments), the AO establishes the list of the concerned staff members. The AO requests a confirmation to the immediate supervisor who submits to the AO a recommendation for the extension of the appointment. The AO initiates a Contract extension workflow which is transmitted for endorsement to:

(a) the Director-General for Director and above staff and Directors/Heads of Field Offices;
(b) the ADG of Sector/Director of Bureau/Office for P-1 to P-5 staff in Headquarters;
(c) the Director of Division/Bureau/Office for General Service staff in Headquarters;
(d) the Director/Head of Field Office for all staff in the field.

Once approved, the request is transmitted to HRM for staff on fixed-term contracts (RP). In the case of staff members on temporary contracts or on fixed-term contracts with extrabudgetary funding, a request is transmitted to the HR Officer (HRM), through the Bureau of Financial Management (BFM) for budget confirmation.

29. If the staff member has partially met expectations, his/her supervisor shall establish a performance report before the expiration of the appointment and must prepare a performance improvement plan to address the performance issues identified. In such case, the supervisor shall make a recommendation for the extension of his/her appointment. If, subsequent to the performance improvement plan, the performance of the staff member has not improved, and his/her performance is considered as “not meeting expectations”, his/her supervisor shall establish a performance report and shall recommend the termination or non-extension of the staff member’s appointment. In such case, the appointment may be extended for not more than three months at a time, as an interim measure, pending Director-General’s decision based on the advice of the Reports Board under Staff Rule 104.11 (a) and (b).

30. If the staff member has not met expectations, his/her supervisor shall establish a performance report and recommend the termination or non-extension of the appointment; in such case, the appointment may be extended, as an interim measure, for not more than three months at a time, pending the Director-General’s decision based on the advice of the Reports Board under Staff Rule 104.11 (a) and (b).

See HR Manual Item 14.5, Consequences of performance results.

Extension of Appointment for Reasons of Maternity Leave or Adoption Leave

31. Except in cases covered by Staff Regulations 9.1.2 and 10.2, staff members shall not be separated from service on the basis of non-renewal or termination of appointment during their maternity leave or adoption leave. The appointment shall, where necessary, be extended to cover the duration of the maternity or adoption leave.
Extension of Appointment during Sick Leave

32. If the appointment of a staff member on approved sick leave is due to expire before his/her entitlement to sick leave is exhausted, his/her appointment shall be extended so that his/her entitlement to sick leave may be taken in full. The duration of any extension shall be determined by the CMO. In no case may the appointment be extended beyond the expiry of sick leave at full or half pay as foreseen by the Staff Rules.

Extension of Appointment for Reasons of Service-incurred Illness

33. Where staff members are incapacitated for further service due to a service-incurred illness, as confirmed by the CMO, their fixed-term appointment shall be extended until the exit medical clearance is granted. Their salary and allowances shall be paid until the date of the termination of appointment for reasons of health or the expiry of one calendar year from the first day of absence resulting from the injury or illness, whichever is later.

See HR Manual Item 10.5, Termination for reasons of health and HR Manual Item 7.4, Staff Compensation Plan.

Extension of Appointment beyond the Statutory Age of Retirement

34. Staff members shall not be retained in the service of UNESCO beyond the age of 60 if recruited before 1990, the age of 62 if recruited on or after 1 January 1990 but before 31 December 2013, or 65 if recruited on or after 1 January 2014. However, if the Director-General considers it to be in the interest of the Organization, he/she may authorize extension of these limits in specific cases.

Non-extension of Appointment for Reasons of Paternity Leave

35. A staff member whose fixed-term appointment expires while on paternity leave shall not have his appointment extended for the sole purpose of enabling him to exhaust his entitlement to paternity leave. The appointment shall expire on the end date specified in the letter of appointment or the related Notification of Personnel Action.

Medical Examination

36. A medical examination may be required of staff members prior to the extension of their appointment, if they have not had a medical examination within the previous two years.

C. Conditions of Service

Working Hours and Official Holidays

37. For the duration of the contract, the whole time of staff members is at the disposal of the Director-General. The normal number of weekly working hours and the official holidays for the duty station are established by the Director-General.

See HR Manual Item 2.4, Hours of Work

Mobility Requirements

38. Staff members are subject to the authority of the Director-General and to assignment by him/her, with due regard to their qualifications and experience, to any post in the Organization.

39. Internationally-recruited staff members in the Professional and higher categories holding fixed-term appointments are subject to geographical mobility under the conditions established by the Director-General.
Remuneration

40. Staff members are remunerated according to their category, grade, step, duty station and family situation, in accordance with their Letter of Appointment, the Staff Regulations and Rules and any subsequent changes thereto.

See HR Manual Chapter 4, Salaries and Allowances

Travel and Related entitlements

41. Subject to conditions and limitations laid down by the Director-General, the Organization shall pay travel expenses of staff members and their dependants, as well as the cost of removal of the effects of staff members.

See HR Manual Chapter 8, Travel and removal.

Leave

42. Staff members shall be granted annual leave, in accordance with a system laid down by the Director-General.

See HR Manual Chapter 6, Leave.

Social Security

43. The Director-General shall operate a system of social security for the staff, including provisions for the preservation of health, sick leave and maternity leave, and reasonable compensation in the event of illness, accident or death attributable to the performance of official duty on behalf of the Organization.

See HR Manual Items 6.3 and 6.4, Sick leave and Maternity Leave.

Medical Care

44. Staff on fixed-term appointments shall be enrolled in UNESCO’s Medical Benefits Fund (MBF) if they fulfil the conditions for participation as set out in the MBF Rules and provided that their participation is not expressly excluded by the terms of his/her appointment.

45. The recognized dependants of a staff member enrolled in the MBF, and his/her spouse, may also be enrolled in the Fund in accordance with, and subject to, the provisions of its Rules.

See HR Manual Item 7.2, Medical insurance and services.

United Nations Joint Staff Pension Fund (UNJSPF)

46. Staff members on fixed-term appointments shall be enrolled in the UNJSPF if eligible under the UNJSPF Regulations, provided that enrolment is not expressly excluded by the terms of their appointment.

See HR Manual Item 7.3, Pension Fund.

Illness, injury or death attributable to the performance of official duties

47. In the event of illness, injury or death attributable to performance of their official duties, staff on fixed-term appointments shall be covered by UNESCO’s Staff Compensation Plan.

See HR Manual Item 7.4, Staff compensation plan.
D. Performance Evaluation

48. UNESCO’s performance management policy applies to staff members on fixed-term appointments. ADGs/ Directors of Bureaux or Offices/Directors or Heads of field offices shall ensure that supervisors complete a performance assessment on staff members as required by the performance management policy.

See HR Manual Chapter 14, Performance management.

E. Separation

49. The Director-General may terminate the appointment of a staff member in accordance with its terms or, at any time, if either the necessities of the service require abolition of the post or reduction of the staff, or if the services of the individual concerned cease to be satisfactory, or if he/she, for reasons of health, is incapacitated for further service. Termination may also be decided in the interest of the good administration of the Organization, provided that the action is not contested by the staff member concerned.

See HR Manual Chapter 10, Separation from service.

F. Disciplinary Measures and Appeals Process

50. The Director-General may impose disciplinary measures on staff members whose conduct is unsatisfactory.

See HR Manual Chapter 11, Disciplinary Measures

51. Staff members have access to the Appeals Board, in accordance with the Statutes of that Board.

See also HR Chapter, 12 Appeals.
HR Item 13.4. Project appointments (PAs)

A. Purpose

1. Project appointments (PAs) are intended to cover medium-term operational needs in the field, in Category I Institutes and Centres and at Headquarters; and are used to cover:

   a) Specific projects or activities of a time-limited duration financed by extra-budgetary funds, in the field and at Headquarters

   b) Technical cooperation in UNESCO Category I Institutes and Centres.

2. Project appointments are non-career appointments and may be utilized for Professional (both International and National Officer) and General Service functions.

3. For the purpose of paragraph 1 above, the expression “medium-term operational needs” covers, as a reference, the period covered by UNESCO’s Medium-Term Strategy as a general rule and as appropriate.

B. Legal provisions

4. Individuals engaged on PAs have the status of Staff Members and are governed by the provisions of the UNESCO Staff Regulations and Staff Rules except as otherwise provided in this Manual Item. They are also governed by the provisions of this Human Resources Manual Item.

C. Recruitment and selection

   Internationally recruited PA staff

5. In the recruitment of PA staff, the highest standards of efficiency, competence and integrity will be the paramount consideration. Sectors, Bureaux, Offices, field offices, Category I Institutes or Centres should consider geographical distribution and gender balance when selecting PA staff where there is an equal level of competence among candidates.

6. Irrespective of the length of service, PAs carry no expectancy of conversion, extension and renewal of the contract or of long-term employment with the Organization. The time-limited nature of PAs is clearly detailed in the Letter of Appointment.
7. The recruitment of internationally recruited professional staff under PA requires the creation of a post for budgetary and administrative purposes only. The Sector, Bureau, Office, field office, Category I Institute or Centre concerned must ensure that extra-budgetary funds have been secured to finance the appointment and establish clear Terms of Reference for the assignment.

8. As PAs are intended for activities of clearly time-limited duration, employment and recruitment procedures are flexible and do not require the advice of the Appointment Review Board (ARB). Recruitment is delegated to the ADGs, Directors of Bureaux or the Directors/Heads of field offices/Category I Institutes and Centres.

9. The Sector/Bureau/Office/Category I Institute or Centre ensures the availability of funds, develops terms of reference, justifies the time-limited nature of the activities and undertakes a competitive selection process (including advertising, interviewing and short-listing). The file of the selected candidate is submitted to HRM with the following documents:
   a) Terms of Reference;
   b) Curriculum vitae (Form HR 5-1) of the selected candidate;
   c) Summary recommendation with a reference checks report;
   d) Grade level proposed
   e) Request for recruitment (Form HR 5-3), cleared by BFM as appropriate
   f) Copies of diplomas; and
   g) Copy of passport

10. Once the Bureau of Financial Management (BFM) has confirmed the budgetary provision, Chief HRM/SES confirms the time-limited nature of the assignment, confirms that the proposed grade level is in line with the recruitment criteria, and issues a Letter of Appointment. Once the recruitment process is completed, HRM/SES is responsible for all the necessary administrative arrangements, including payroll and enrolment in the United Nations Joint Staff Pension Fund (UNJSPF) and the Medical Benefit Fund (MBF).

Locally recruited PA staff

11. In recruiting local Professional (National Professional Officers (NPO)) or General Service staff under a PA, the highest standards of efficiency, competence and integrity are the paramount consideration, with due regard to gender balance. Candidates for the National Professional category (NPO) must be nationals of the country in which they will serve. Candidates for local recruitment into General Service positions must be legally entitled to work in the country of the duty station.

12. Candidates must be made fully aware of the time-limited nature of PAs. Irrespective of the length of service, PAs carry no expectancy of conversion, extension and renewal of the contract or of long-term employment with the Organization.

13. The recruitment of locally recruited Professional and General Service staff under PA requires the creation of a post for budgetary and administrative purposes only. The Directors/Heads of field offices/Category I Institutes and Centres must ensure that funds have been secured to finance the appointment. They should also establish clear Terms of Reference for the assignment.
14. Once BFM has confirmed the budgetary provision, HRM confirms the time limited nature of the assignment, confirms the recruitment criteria for the proposed grade level and issues a Letter of Appointment. Once the recruitment process is completed, HRM/SES is responsible for all the necessary administrative arrangements, including payroll and enrolment in UNJSPF and MBF.

See **HR Appendix 13 B bis**

### D. Financial aspects of the PA

15. Approving a contract of employment commits the Organization's funds and constitutes a financial transaction to which the UNESCO Financial Regulations and Rules are fully applicable, including the requirements for proper certification and approval authority.

### E. Appointment

#### Status, obligations and privileges

16. Individuals holding a PA have the status of Staff Members of UNESCO and are entitled to the privileges and immunities accorded to that status. If required to travel, they can be issued with a United Nations laissez-passer.

17. PA staff are bound by the duties and obligations set out in Chapter I of the Staff Regulations and Staff Rules and, as international civil servants, by the Standards of Conduct of the International Civil Service. These include the obligation that they discharge their duties and regulate their conduct with the interests of the Organization only in view and should not seek or accept instructions concerning the performance of their duties from any authority external to the Organization.

18. PA staff are considered external candidates when applying for a vacant post in UNESCO.

19. UNESCO’s geographical mobility policy does not apply to PA staff. However, a PA staff may be required to work in a duty station different from that of their initial appointment depending on the implementation requirements of the project activities for which they were employed.

#### Terms of appointment

20. A candidate selected for appointment as a PA staff receives a Letter of Appointment, prepared by HRM, signed by DIR/HRM or his/her authorized representative, specifying the terms and conditions of his/her appointment. A copy of the Staff Regulations and Staff Rules, Standards of Conduct for the International Civil Service, UNJSPF Regulations, Rules and Pension Adjustment System, MBF Rules, Staff Compensation Plan and the Letter of Acceptance shall be annexed to the Letter of Appointment.

21. Candidates shall indicate acceptance of the appointment by signing and returning a copy of the Letter of Acceptance to their HR Officer in HRM. By signing, the candidate accepts explicitly the Declaration of Service as an international civil servant and also declares that he/she has taken cognizance of the Staff Regulations and Staff Rules and that he/she accepts their conditions and any changes which may be made thereto.

22. The Letter of Appointment together with its annexes and the duly signed Letter of Acceptance shall constitute the contract of employment of a PA staff.
**Duration of appointment**

23. A PA may be awarded for a period of one year or more, up to a maximum of two years at a time, to individuals recruited for service of a prescribed time-limited duration. The expiry date shall be specified in the Letter of Appointment, which may include special conditions applicable to the specific tasks or functions related to the project activities of time-limited duration.

24. PAs do not carry any expectancy, legal or otherwise, of renewal or conversion to any other type of appointment, irrespective of the length of service or of the time-limited project. If the tasks or functions are needed for a period exceeding two years, the PA may be renewed for any period up to two years at a time, depending on the operational needs of the time-limited project and the availability of sufficient extra-budgetary funds.

25. Under no circumstances will an extension or a renewal beyond the estimated period for the achievement of the project be granted.

**Limitations on appointment**

26. Apart from the other limitations on employment set out in Human Resources Manual Item 5.2, Recruitment, paragraphs 16 - 27 (excluding paragraph 17), PA staff may not be kept under contract once they have reached the age of 62, if recruited before 1 January 2014 or 65, if recruited on or after 1 January 2014.

**Medical clearance**

27. The offer of appointment is subject to medical clearance by the Chief Medical Officer (CMO), based on the prescribed medical tests and examinations carried out on the selected candidate by a qualified medical practitioner.

**Security training and clearance**

28. The security of all UNESCO staff is of paramount importance. In order to promote and enhance security awareness, PA staff must undertake any prescribed security training and awareness programmes, and obtain the appropriate security training certificates, before they take up their duties. See HR Item 17.4.

**Effective date of appointment**

29. The appointment under PA takes effect from the date specified in the Letter of Appointment.

**Probationary period**

30. PA staff are subject to a probationary period to allow an assessment of their work, conduct and suitability for the assignment. The length of the probationary period shall be 6 months.

31. If a former staff member awarded a PA contract has already satisfactorily completed the requisite probationary period under previous service, and where the duties and responsibilities could be considered as technically analogous to those included in the present PA contract, a further period of probation is not normally required.

32. At least two months before the end of the probationary period, the immediate supervisor of PA staff on probation prepares a written recommendation for confirmation or non-confirmation of the PA.
33. The recommendation for confirmation or non-confirmation of an appointment at the end of the probationary period, is approved by:

a) The Director-General or his/her authorized representative for Directors and above;

b) The ADG of Sector/Director of Bureau/Office for P-1 to P-5 at HQs;

c) The Director of Division/Bureau/Office for General Service staff in Headquarters;

d) The Director/Head of Field Office for P-1 to P-5 staff, NPO and General Service staff in the field[1].

34. The recommendation for confirmation or non-confirmation of an appointment should be submitted to the Human Resources Officer in HRM for follow up action, and a copy sent to the Administrative Officer (AO). The recommendation must reach HRM 45 days prior to the completion of the 6 months probationary period.

F. Conditions of service

Working hours and official holidays

35. For the duration of the contract, the whole time of PA staff is at the disposal of the Director-General. The normal number of weekly working hours and the official holidays of PA staff are established by the Director-General.

See Human Resources Manual Item 2.4, Hours of Work

Remuneration

36. PA staff are remunerated according to their category, grade level, duty station and family situation, in accordance with their Letter of Appointment, the Staff Regulations and Staff Rules and any subsequent changes thereto.

See Human Resources Manual Chapter 4a and 4b, Salaries and Allowances

Travel and related entitlements

37. Subject to eligibility, conditions and limitations laid down by the Director-General, the Organization shall pay the travel expenses of PA staff and their eligible dependants, as well as the cost of shipment of the personal effects of staff members and eligible dependants. PA staff are not entitled to the full removal of household goods.

Leave

38. PA staff shall be granted annual leave, in accordance with a system laid down by the Director-General.

See Human Resources Manual Item 6.2
Social security

39. The Director-General shall operate a social security system for PA staff, including provisions for the preservation of health, sick leave and maternity leave, and reasonable compensation in the event of illness, accident or death attributable to the performance of official duty on behalf of the Organization.

See Human Resources Manual Item 6.3 and 6.4, Sick leave and Maternity Leave

Medical Benefit Fund

40. PA staff shall be enrolled in the MBF if they fulfil the conditions for participation as set out in the MBF Rules (see Section II: Participants and Protected Persons) and provided that their participation is not expressly excluded by the terms of their appointment.

41. The recognized dependants of PA staff, and his/her spouse, may also be enrolled in the MBF in accordance with, and subject to, the provisions of its Rules.

See Human Resources Manual Item 7.2, Medical insurance and services

United Nations Joint Staff Pension Fund

42. PA staff shall be enrolled in the UNJSPF if eligible under UNJSPF Regulations, provided that enrolment is not expressly excluded by the terms of their appointment.

See Human Resources Manual Item 7.3, Pension Fund

Illness, injury or death attributable to the performance of official duties

43. In the event of illness, injury or death attributable to performance of their official duties, PA staff shall be covered by UNESCO’s Staff Compensation Plan.

See Human Resources Manual Item 7.4, Staff compensation plan

G. Performance appraisal

44. UNESCO’s Performance Management policy applies to PA staff. ADGs, Directors of Bureaux/Offices or Directors/Heads of field offices shall ensure that supervisors appraise the performance of PA staff under their supervision as required by the Performance Management policy[3].

See Human Resources Manual Chapter 14, Performance management

H. Extension/expiration

45. A PA shall not carry any expectation of extension, nor imply any right to such extension, and shall expire according to its terms, without prior notice or indemnity, on the date specified in the Letter of Appointment or the latest Notification of Personnel Action.
46. Nevertheless, a PA may, at the discretion of the Director-General or his/her authorized representative specified in the present Human Resources Manual Item, be extended, depending on the operational needs of the time-limited project activities and the availability of sufficient extrabudgetary funds. PAs may be extended for any period up to two years.

47. Notwithstanding the provisions of paragraphs 23, 43 and 44 above, such extensions of PA appointment are subject to satisfactory service. In order to extend the appointment of PA staff, his/her supervisor shall make a written recommendation to HRM confirming the PA staff’s satisfactory performance, the operational needs of the time-limited project activities and the availability of sufficient extrabudgetary funds. The recommendation shall be consistent with the performance assessment for the period concerned.

48. At least two months before expiration of a PA, the immediate supervisor of the PA staff shall submit a recommendation for the extension of the appointment to the AO of the Sector/Bureau/Office/field office. The recommendation should be approved by:

   a) The Director-General or his/her authorized representative for Directors and above;
   b) The ADG of Sector/Director of Bureau/Office for P-1 to P-5 staff at HQs;
   c) The Director of Division/Bureau/Office for General Service staff at Headquarters (4);
   d) The Director/Head of Field Office for all staff in the field [5].

49. The AO shall submit a Request for Personnel Action (Form HR 5-3) to the Human Resources Officer in HRM, through BFM[6].

Extension of appointment for reasons of maternity leave or adoption leave

50. Except in cases covered by Staff Regulations 9.1.2 and 10.2, PA staff shall not be separated from service on the basis of non-renewal or termination of appointment during their maternity leave or adoption leave. The appointment shall, where necessary, be extended to cover the duration of the maternity or adoption leave.

Extension of appointment during sick leave

51. If the appointment of a PA staff on approved sick leave is due to expire before his/her entitlement to sick leave is exhausted, his/her appointment shall be extended to enable his/her entitlement to sick leave to be taken in full. The duration of any extension shall be determined by the CMO. In no case may the appointment be extended beyond the expiry of sick leave at full or half pay as foreseen by the Staff Rules.

Extension of appointment for reasons of service-incurred illness

52. Where PA staff are incapacitated for further service as a result of a service-incurred illness, as confirmed by the CMO, their PA contracts shall be extended until the exit medical clearance is granted.

See Human Resources Manual Item 10.5, Termination for reasons of health and Human Resources Manual Item 7.4, Staff Compensation Plan
Medical Examination

53. A medical examination of PA staff may be required by the CMO prior to the extension of their appointment, if they have not had a medical examination within the previous two years.

I. Termination and resignation

54. PA staff may resign by giving advance notice of one month, in writing. The Director-General may, at his/her discretion, accept resignations on shorter notice.

55. A PA may be terminated at any time if, in the opinion of the Director-General, such action would be in the interests of the Organization. PA staff will be given not less than one month written notice of termination. The Director-General may authorize payment in lieu of this period of notice.

56. Termination indemnities are payable as per Staff Rule 109.7.

J. Disciplinary Measures

57. The Director-General may impose disciplinary measures on PA staff whose conduct is unsatisfactory.

See Human Resources Manual Chapter 11, Disciplinary Measures

K. Appeals Process

58. PA staff have access to the Appeals Board, in accordance with the Statutes of that Board.

[2] Idem  
[5] Idem  
[6] Idem

Key Documents

1. FAQs Project Appointment

Appendices

1. HR Appendix 13 B bis
HR Item 13.5. Temporary assistance

A. Introduction

1. From time to time, UNESCO needs to hire temporary assistance, for limited periods of time, to deal with short-term work overload, core activities when it is not possible to create an established post, or to bring in ad-hoc outside expertise which is not generally available within the Secretariat. Temporary assistance should mainly be used for:

   (a) major events of an exceptional or periodic nature which lead to a considerable increase in the volume of work (for example, sessions of the General Conference or the Executive Board, or a regional conference);

   (b) unforeseen and urgent requests for extra work not scheduled in C/5 work plans;

   (c) prolonged periods of absence of staff members on sick leave, maternity leave or special leave (absences on annual leave are scheduled and do not warrant the use of temporary assistance);

   (d) prolonged and unforeseen delays in filling established posts opened for recruitment;

   (e) to deal with activities when it is not possible to establish a regular post.

2. The following contracts are available for hiring temporary assistance:

   (a) Service Contracts (HR Manual Item 13.9);

   (b) Individual consultants/specialists (HR Manual Item 13.10);

   (c) Short-term contracts (HR Manual Item 13.7);

   (d) Temporary staff members (HR Manual Item 13.6);

   (e) Short-term contracts for Interpreters and Translators (HR Manual Item 13.11).

3. The choice of contract to secure temporary assistance depends on the nature and duration of work that an individual will be required to undertake. The different contracts listed in paragraph 2 for temporary assistance or outside expertise are not interchangeable and should not be used indiscriminately for the same kind of work. They are intended for different purposes and have different conditions of employment, which determine the status of the individual and the selection procedures required.

4. Before hiring individuals on any type of temporary assistance contract, the hiring unit should:

   (a) confirm that the temporary assistance envisaged is absolutely necessary and that the appropriate funds have been secured;

   (b) choose the appropriate kind of temporary assistance;
(c) select the individual candidate best able to provide the temporary assistance required, following the hiring procedure established for the type of contract to be awarded;

(d) establish the temporary assistance contract and follow up during its execution.

B. Types of contracts

(See table 1 below)

Service Contract (SC)

5. If temporary activities or workloads cannot be covered in the normal course of duty by regular staff members and in case of temporary or peak workloads, the unit may consider issuing a Service Contract (SC). The minimum duration of a SC contract is one month, the maximum duration is 12 months, renewable subject to a continuing need for the function, satisfactory performance and budget coverage. The overall maximum duration for SC contracts can be hired at Headquarters is 24 months in a continuous period of 36 months.

Short-term contract (STC)

6. When the assignments to be performed are of a support nature (tasks representing physical operations and mechanical work; support work or technical functions) and are limited in time, the unit may consider calling on the services of a short-term contract holder. An individual a short-term contract (STC) can be issued for a minimum duration of half a day and a maximum continuous duration of 20 working days. An STC holder cannot work for more than 180 days in a calendar year (if the temporary assistance is required for a longer period, an SC contract should be considered).

Individual consultants and other specialists

7. When a unit has to carry out work which requires expertise that is generally not available within the Secretariat and is not required permanently, the unit may consider calling on the services of an individual consultant or other specialist. Individual consultants and other specialists may be retained in an advisory or consultative capacity or to provide the skills, expertise and knowledge required to deliver a specific service or product. The duration of the contract can vary from one day up to 11 months in a 12 month period.

See HR Item 13.10

Temporary Appointment (TA)

8. Temporary appointments are intended to cover short-term and temporary needs, in the case of replacement of a staff member on prolonged absence (for example long-term sick leave) or when a post is under recruitment. It can also be issued when staff member status is required to enable an individual to carry out the duties assigned to the post. The minimum duration of a temporary appointment is normally 6 months, maximum duration of less than 12 months, renewable with an overall maximum of 24 months in a continuous period of 36 months. The appointment is normally at the same grade as the post is classified. However, where the temporary staff member is not expected to carry out the full range of tasks of the post and/or deliver at the same level of service as the regular incumbent of the post, the contract can be awarded one grade lower than the classification level of the post. Temporary appointment holders have the status of UNESCO staff members for the duration of the contract and enjoy the privileges and immunities accorded to that status.

See HR Item 13.6
The short-term contract for free-lance Interpreters and Translators is used to obtain high-quality language services staff to support UNESCO’s conference services. Short-term contracts for free-lance Interpreters and Translators may be granted for any period of up to 6 months. Subsequently, they may be renewed for periods of up to 6 months. Interpreters and Translators employed under a short-term contract have the status of UNESCO staff members for the duration of the contract and enjoy the privileges and immunities accorded to that status.

See HR Item 13.11

In order to select the appropriate type of temporary assistance, the unit must consider whether the functions cannot be performed through lack of time (which suggests a SC or a temporary appointment), through lack of expertise (suggesting individual consultant contract) or if extra help/expertise of a very short duration is needed to assist during conferences, Executive or General Conference sessions (suggesting the short-term contract).

If an SC contract or temporary appointment would seem appropriate, the choice will depend on the nature of the functions to be performed: if the functions are the same as performed by a staff member on prolonged absence or require the contract holder to have the status of UNESCO staff member, a temporary appointment should be awarded.

### Table 1: Temporary Assistance Contracts – Summary

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Duration</th>
<th>Locations</th>
<th>Category</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>SC contract</td>
<td>Temporary tasks; Activities or workloads which cannot be covered in the normal course of duty by regular staff members</td>
<td>Min 1 month Max 12 months, renewable. Overall maximum duration 24 in 36 months period at Headquarters</td>
<td>HQ and Field</td>
<td>Professional and support tasks</td>
</tr>
<tr>
<td>Short-term contract</td>
<td>Peak workloads; specific services of support nature</td>
<td>Min 1/2 day Max 20 continuous working days (180 working days max in 1 calendar year)</td>
<td>HQ and Field*</td>
<td>Support tasks</td>
</tr>
<tr>
<td>Individual consultant and other specialists</td>
<td>Expertise for a specific product or service</td>
<td>Min 1 day Max 11 months in a consecutive 12 months period</td>
<td>HQ and Field</td>
<td>Professional tasks</td>
</tr>
<tr>
<td>Temporary appointment*</td>
<td>Replacement of a staff member on a prolonged absence or where regular post is under recruitment; or where the staff member status is essential for the assignment</td>
<td>Normally min 6 months Max 12 months Overall maximum duration 24 months in 36 months</td>
<td>HQ and Field</td>
<td>Professional and support tasks</td>
</tr>
<tr>
<td>Short-term interpreters and translators</td>
<td>Freelance interpreters and translators</td>
<td>Up to 6 months, renewable</td>
<td>HQ and Field</td>
<td>Professional tasks</td>
</tr>
</tbody>
</table>
C. Points to be checked before making use of temporary assistance

Is the temporary assistance really needed?

11. Before making use of temporary assistance the units concerned should:

(a) Confirm that the work cannot be carried out using available staff and that it is of a priority nature, affecting both the smooth running of the Organization and effective implementation of its programme;

(b) Consider whether alternative solutions could make more effective use of existing staff, thereby allowing the unit to cope with a temporary work overload without the need for temporary assistance. These solutions might include distributing the work amongst the members of the unit in a different way; rescheduling the timetable and priority for the work; choosing forms of programme execution that involve fewer staff, assigning duties of a higher level post on an interim basis to regular staff and using Special Post Allowance as means of compensation (see HR Item 4.5).

Is the appropriate funding available?

12. Funds for temporary assistance may be anticipated in UNESCO’s approved Programme and Budget (C/5), work plans, a Participation Programme request or a project document. Authority is delegated to hiring units regarding the use of funds for temporary assistance, within the following limits:

(a) expenditure on temporary assistance must be kept to the lowest possible level. The overall funding allocated for temporary assistance represents a ceiling that must not be exceeded;

(b) the distribution of funds for temporary assistance or outside expertise within a programme, programme support or general administrative unit may be modified at the discretion of the Sector/Bureau/Office, provided that such modification:

(i) does not lead to any budget ceilings being exceeded;

(ii) does not affect any General Conference resolution; and

(iii) is sanctioned by an amendment to work plans, duly approved by the ADG, Director of Bureau/Office or Director/Head of field office concerned and communicated to the Bureau of Financial Management for information;

(c) provided the instructions in the relevant HR Manual Items are followed and the budget ceilings are not exceeded, Sectors/Bureaux/Offices may allocate funds earmarked for one kind of temporary assistance to another kind of assistance, or from one kind of external expertise to another kind of expertise. However, funds may not be transferred from the assistance category to the expertise category. Any such change of allocation must be sanctioned by an amendment to the work plans, approved by the ADG, Director of Bureau/Office or Director/Head of field office concerned and communicated to BFM for information;

(d) the use of staff costs savings to finance temporary assistance must be authorized by BFM;

(e) instructions which may be issued by the Administration from time to time on temporary assistance must be complied with.
D. Selection principles

13. Whatever type of contract is awarded, individuals hired to provide temporary assistance must be selected in accordance with the following general principles:

(a) **competence**: he/she must display the required standards of technical competence and efficiency;

(b) **integrity**: individuals are required to display highest standards of integrity; they must abide by the Standards of Conduct applicable in UNESCO;

(c) **not more than one contract at any given time**: the individual must not hold more than one contract of any kind with UNESCO covering the same period of time;

(d) **quality of past services**: individuals must have satisfactorily completed previous contracts with UNESCO, if any;

(e) **total duration of contract**: the total duration of contract, including any extensions concluded with the individual by all units within the Secretariat, must not exceed the given number of days or months during any one period applicable to the type of contract envisaged (for instance the total duration of a temporary appointment may not exceed 24 months in a 36 months period);

(f) **time elapsed following retirement**: if the individual is a former staff member, he/she must have been separated from UNESCO for a least three months (except in the case of agreed separations which established longer time limits before former staff could be re-employed by UNESCO on any form of contract). Specific conditions are applicable for hiring retired staff members, see HR Item 13.14;

(g) **age**: no contract can be awarded or an existing contract extended once an individual has reached age 65, unless it can be demonstrated that a younger person with the same qualities (i.e. qualifications, experience, efficiency and integrity) who is willing to accept the proposed contract on the same conditions cannot be found. This age limitation does not apply to individuals hired on an individual consultant contract.

(h) **incompatibility of professional status**: the individual may not be:

(i) A UNESCO staff member or an individual contracted by UNESCO, whether full time, part time or on paid or unpaid leave;

(ii) a former staff member whose service was terminated or was not extended on account of unsatisfactory performance or conduct;

(iii) a former staff member who has left the Organization by mutual consent, until a period has elapsed corresponding to the number of months’ remuneration paid as a special indemnity for a negotiated separation or, in case of Voluntary Mutual Separation Programme, by a period set out in the Programme;

(iv) a representative or alternate appointed by Members of the Board during his/her term of office, or within 18 months of the date of cessation of his/her representational functions;

(v) a member of UNESCO Committees, International Programme Governing Body or National Commission during his/her term of office, or within 18 months of the date of cessation of his/her functions;
(vi) the External Auditor and his/her staff who have participated in the audit of the Organization during the two financial periods (e.g. two biennia) following completion of their mandate;

(vii) a member of the Oversight Advisory Committee for 5 years following the expiry of his/her term;

(viii) other officials with oversight responsibilities, including members of the Advisory Committee on Administrative and Budgetary Questions (ACABQ), International Civil Service Commission (ICSC), Joint Inspection Unit (JIU) or other similar bodies in the United Nations system, who have had oversight responsibilities over UNESCO, during their service and within 4 years of ceasing that service.

(ix) Loaned personnel cannot be employed by UNESCO under any type of contract for 6 months after the end of their loan or secondment (see Human Resources Manual Item 19.3).

(i) family ties: he/she must not be the father, mother, son, daughter, brother or sister of a staff member, or of a person holding any type of contract with UNESCO. The individual must not be the spouse of a staff member or of a person holding any type of contract with UNESCO if he or she is to work for, or in, the same Sector or Bureau.

The clearance from DIR/HRM shall be obtained in case of hiring of an individual on a temporary assistance contract in the same Field Office where his/her spouse works.

Where the Organization employs two individuals who are spouses, there shall be no line of authority between them or any real or perceived conflict of interest between their functions.

No UNESCO contract holder shall participate in the hiring process of his/her spouse or be in a position of reaching or reviewing any administrative decision affecting the status, entitlements or benefits of an individual to whom he or she is related.

E. Breaks in Service between Contracts

14. Each contract type used for temporary assistance has specific duration limits, as set out in the relevant sections of this Chapter. The conditions cover the minimum and maximum duration of the contract, as well as the minimum break in service, if any, that must elapse before another contract of that type can be granted.

15. Once a contract has reached its maximum duration, there are also a number of breaks in service that must elapse before other types of temporary assistance contract can be awarded. These will depend upon the previous contract held, the proposed type of contract to be awarded, and whether the assignment is in the same or different functions and/or in the same or a different location. These limitations are set out in the Appendix 13 A.

F. Establishing the temporary assistance contract and following up its execution (excluding temporary appointments)

16. Temporary assistance contracts must comply with the following general principles:

(a) There must be a clear definition of the work assigned and the expected results;

(b) The contract must indicate the name and address of the contractor, the duration of the contract and the timetable for completion of the tasks, the amount of the remuneration and methods of payment, and any authorized travel;
(c) Under no circumstances may a contract-holder be authorized to begin work before the contract has been signed by the Organization and by the contract-holder (as no payment or indemnity could be claimed if an unsigned contract was cancelled or a work-related accident occurred);

(d) no payment may be claimed unless the work corresponding to that payment in the contract has been fully completed and the results have been objectively evaluated and accepted.

Appendices

1. Appendix 13 A - Breaks in service: temporary assistance and short-term expertise in contractual framework
HR Item 13.6. Temporary staff appointments

A. Purpose

1. Temporary appointments are used to hire temporary staff members:
   a) to replace regular staff in an established post funded from Regular budget or by Extra budgetary sources absent on extended sick leave or special leave without pay;
   b) pending the recruitment into a vacant established post funded from Regular budget or by Extra budgetary sources; or
   c) to carry out specific short-term activities which require staff member status for the incumbent.

B. Recruitment and Selection

2. Approving a contract of employment commits the Organization’s funds and constitutes a financial transaction for which its Financial Regulations and Rules apply, including the requirements for proper certification and approval authority.

3. Temporary staff members may be appointed at Headquarters, in Field Offices and in Category I Institutes to a temporary post, or against a vacant established post or an established post that is temporarily unoccupied because the incumbent is absent on extended sick leave or on special leave without pay.

4. If the temporary appointment is made against an established post, the individual will be appointed at the grade of the post if he or she is to perform most or all of the duties of that post. If only some of the functions of the established post are to be performed, the appointment may be made at a grade lower than the grade of the established post (based on advice from HRM).

5. Temporary appointments do not require a vacancy to be advertised nor advice from an Appointment Review Board (ARB). Except for temporary appointments of ADGs, Directors of Bureaux/Offices or Directors/Heads of Field Offices, which require approval by the Director-General or his/her designated alternate, the recruitment of temporary staff members is delegated to ADGs, Directors of Bureaux/Offices or Directors/Heads of Field Offices, who have full responsibility for the selection and appointment of candidates. In all cases, the highest standards of efficiency, competence and integrity shall be of paramount importance when recruiting temporary staff members, due regard being given to geographical and gender balance.

6. In the case that the appointment is to be made against an established post, the Sector, Bureau/Office or field office shall confirm the duties to be performed, and will prepare the Terms of Reference.

7. If a new post is to be established, the Sector/Bureau/Field Office shall prepare a post description, to be classified by HRM.
8. BFM confirms the budgetary provision and, where requested, the use of staff costs savings.

9. The selection process then proceeds (to include, as required, the advertising of the post and the interviewing of the potential candidates). The file of the selected candidate is then sent to HRM for administrative action.

10. HRM finalises the recruitment process by establishing the appropriate salary and allowances and arranging the enrolment of the temporary staff member in the UN Joint Staff Pension Fund and the Medical Benefits Fund, if he/she satisfies the conditions for enrolment.

11. The procedure for selecting and appointing temporary staff members is set out in HR Procedure 13.1.

C. Appointment

Status, obligations and privileges

12. Holders of temporary appointments have the status of staff members of UNESCO and are entitled to the privileges and immunities accorded to that status. If required to travel, they shall be issued with a United Nations laissez-passer.

13. Temporary staff members shall be bound by the duties, obligations and privileges set out in Chapter I of UNESCO Staff Regulations and Staff Rules and, as international civil servants, by the Standards of Conduct for the International Civil Service. These include the obligation that they discharge their functions and regulate their conduct with the interests of the Organization only in view, and not to seek or accept instructions regarding the performance of their duties from any authority external to UNESCO.

14. deleted.

Terms of Appointment

15. A candidate selected for appointment as a temporary staff member receives a Letter of Appointment, prepared by HRM, and signed by DIR/HRM or his/her alternate, specifying the terms and conditions of their employment as a temporary staff member. A copy of UNESCO’s Staff Regulations and Staff Rules, the Standards of Conduct for the International Civil Service, UNJSPF Regulations, Rules and Pension Adjustment System, MBF Rules, Staff Compensation Plan, job description and Letter of Acceptance are annexed to the Letter of Appointment.

16. Candidates shall indicate acceptance of the appointment by signing and returning a copy of the Letter of Acceptance to their HR Officer. By signing, a candidate accepts explicitly the Declaration of Service as an international civil servant; and also declares that he/she has taken cognizance of the Staff Regulations and Staff Rules and that he/she accepts their conditions and any changes which may be made thereto.

17. The Letter of Appointment together with its annexes and the duly signed Letter of Acceptance constitutes the contract of employment of a temporary staff member.

Duration of Appointment

18. A temporary appointment is an appointment of continuous period of less than 12 months and shall normally be granted for a minimum period of six months. Successive contracts shall not exceed 24 months in any period of 36 consecutive months.

19. Temporary appointments do not carry an expectancy of renewal or conversion to another contract. All candidates shall be made aware of the time-limited nature of the appointment.
Limitations on Appointment

See:

- HR Manual Item 13.5 Temporary Assistance, paragraph 19;
- HR Manual Item 13.14 Hiring of retired staff members and
- HR Manual Item 5.2 Recruitment, paragraphs 16; 18 to 27

Medical Clearance

20. The offer of appointment is subject to medical clearance by the Chief Medical Officer, based on
the prescribed medical tests and examinations carried out on the selected candidate by a qualified
medical practitioner.

Host country Clearance

21. Temporary staff members appointed as Directors/Heads of field offices require clearance by the
host country. Such appointments shall, therefore, be conditional upon clearance from the relevant
national authorities.

Security training and clearance

22. The security of all UNESCO staff is of paramount importance. In order to promote and enhance
security awareness, temporary staff members must undertake any prescribed security training or
awareness programmes, and obtain the appropriate security training certificates, before they take
up their duties. See HR Item 17.4.

23. Temporary staff members appointed to an International Professional post or as the Director or
Head of a field office in a duty station where a UNDSS security phase is in effect require security
clearance before they take up their duties.

Effective date of appointment

24. The appointment of internationally-recruited temporary staff members living within commuting
distance of the duty station shall take effect from the date on which they assume their duties. For
those who do not live within commuting distance, the appointment shall take effect from the date
on which they start the authorized travel to assume their duties.

25. The appointment of locally-recruited temporary staff members takes effect from the date on which
they assume their duties.

Probationary period

26. All initial temporary appointments are subject to a probationary period to allow an assessment of
the staff member’s work, conduct and suitability for international duties. The length of the
probationary period shall be as follows:

(a) one month, when the duration of the appointment is three months or less;
(b) two months, when the duration of the appointment is more than three but less than six
months;
(c) three months, when the duration of the appointment is six months or more.

27. If a former staff member awarded a new appointment has already undergone the requisite
probationary period under previous service, a further period of probation is not normally required.
28. Not later than one month before the end of the probationary period, the immediate supervisor of the temporary staff member on probation shall prepare a written recommendation for confirmation or non-confirmation of the appointment at the end of the probationary period. This recommendation is subject to approval by:

(a) The Director-General for staff in the Director category and above and for Heads of field offices;

(b) The ADG of Sector/Director of Bureau or Office for P-1 to P-5 staff;

(c) The Director/Head of Field Office for P-1 to P-5 staff in the field;

(d) The Director of Division/Bureau/Office for General Service staff in Headquarters;

(e) The Director/Head of field office for NPO and General Service staff in the field;

For AOs, a recommendation from the CFO is also required.

29. The recommendation for confirmation/non-confirmation of an appointment should be submitted to the HR Officer (HRM) for follow up action, and a copy sent to the AO.

Confirmation

30. Confirmation of a temporary appointment is subject to satisfactory completion of the period of probation (a rating of “fully meets expectation”) and on the basis of the written recommendation in paragraph 25.

31. If the staff member’s performance is not fully satisfactory, the temporary appointment may be terminated; or the probationary period may be extended. If it is not satisfactory, the appointment shall be terminated.

See HR Manual Item 14.4, Special provisions applicable to staff on probation

32. The Chief Medical Officer may request a supplementary medical examination, if deemed necessary, before the end of a probationary period.

Expiration and Extension of Temporary Appointments

33. A temporary appointment shall not carry any expectation of, nor imply any right to, extension or conversion and shall, unless extended or converted, expire according to its terms, without notice or indemnity, on the end date specified in the Letter of Appointment or Notification of Personnel Action.

34. Temporary appointments may be extended for a continuous period of up to 12 months, provided that successive contracts do not exceed 24 months in any period of 36 consecutive months. Temporary appointments shall not be extended beyond the duration of the post to which the temporary staff member concerned is attached.

35. Extensions of appointment are subject to satisfactory service. In order for a temporary staff member’s appointment to be extended, the supervisor must make a written recommendation to extend the appointment to the AO of the Sector, Bureau/Office or field office. The recommendation is subject to approval by:

(a) The Director-General for staff in the Director category and above and for Heads of field office;

(b) The ADG of Sector/Director of Bureau or Office for P-1 to P-5 staff; The Director of Field Office for P-1 to P-5 staff in the field;

(c) The Director of Division/Bureau/Office for General Service staff in Headquarters;
(d) The Director/Head of field office for NPO and General Service staff in the field.

For AOs, a recommendation from the CFO is also required.

36. Extensions of temporary appointments should be requested as far as possible in advance, but not later than two months before the expiration of the appointment. The AO shall submit a Request for Personnel Action (Form HR 5-3) to the HR Officer (HRM), through BFM.

Extension of Appointment for Reasons of Maternity Leave

37. Except in cases covered by Staff Regulations 9.1.2 and 10.2, a temporary staff member shall not be separated from service on the basis of non-renewal or termination of her appointment during her maternity leave. The appointment shall, therefore, and if necessary, be extended to cover the duration of the maternity leave.

Extension of Appointment during Sick Leave

38. If the appointment of a temporary staff member on approved sick leave is due to expire before his/her entitlement to sick leave is exhausted, his/her appointment shall be extended so that his/her entitlement to sick leave may be taken in full. The duration of any extension shall be determined by the CMO. In no case may the appointment be extended beyond the expiry of sick leave at full or half pay as foreseen by the Staff Rules.

Extension of Appointment for Reasons of Service-incurred Illness

39. Where temporary staff members are incapacitated for further service due to service-incurred illness, as confirmed by the CMO, their temporary appointment shall be extended until the exit medical clearance is granted. Their salary and allowances shall be paid until the date of the termination of appointment for reasons of health or the expiry of one calendar year from the first day of absence resulting from the injury or illness, whichever is later.

See HR Manual Item 10.5, Termination for reasons of health and HR Manual Item 7.4, Staff Compensation Plan.

D. Conditions of Service

Working Hours and Official Holidays

40. For the duration of the contract, the whole time of a temporary staff member is at the disposal of the Director-General. The normal number of weekly working hours and the official holidays for the duty station are established by the Director-General.

See HR Manual Item 2.4, Hours of Work.

Remuneration

41. Temporary staff members shall be remunerated according to their category, grade, step and duty station and in accordance with the Staff Regulations and Staff Rules and as set out in their Letter of Appointment or any subsequent Notifications of Personnel Action.

42. The salaries of internationally-recruited Professional temporary staff members comprise a net base salary (i.e. gross salary less staff assessment) and Post Adjustment applicable for the duty station. The salaries of locally-recruited Professional and General Service temporary staff members comprise a net base salary only. Unless otherwise decided by the Director-General, the appointment of temporary staff members shall be at the first step of the level (grade) of the post.

43. The remuneration of temporary staff members is payable monthly and, except where otherwise allowed by Staff Rule 103.21, in the currency of the country of the duty station.
Internationally-recruited Professional temporary staff members shall be entitled to family allowances in respect of a dependent spouse, dependent children or one secondary dependant. Locally-recruited Professional and GS temporary staff members are not entitled to family allowances.

Temporary staff members are entitled to Danger Pay at duty stations where it is payable, under the same conditions as fixed-term staff members.

Internationally-recruited Professional temporary staff members shall be entitled to Rest and Recuperation breaks if they are serving at qualifying duty stations, under the same conditions as fixed-term staff members. They shall also be entitled to the hardship element of the mobility and hardship scheme if their initial appointment of less than 12 months at a qualifying duty station is extended subsequently beyond 12 months.

In the event of the death of a temporary staff member who has completed at least 12 months of continuous service, his/her spouse or, if he/she leaves no spouse, his/her dependent child/children shall receive a death grant based upon the completed number of years and months of service, in accordance with the schedule in Staff Rule 109.10. If no spouse or dependent child survives the temporary staff member, no death grant shall be payable.

**Travel and Related entitlements**

Temporary staff members recruited internationally may be granted the following travel and related entitlements:

(a) Initial travel to the duty station on appointment, if the temporary staff member resides outside commuting distance of the duty station. UNESCO does not, however, pay the travel expenses of any family members who travel with the temporary staff member;

(b) If UNESCO pays the initial travel expenses of a temporary staff member, he/she shall be entitled to unaccompanied shipment of personal effects of up to 150kg by surface or by air, whichever cost is lower, both upon initial appointment and separation from service; or

(c) If the temporary staff member travels by air and so chooses, 30kg of excess baggage or its equivalent transported by air freight;

(d) A daily subsistence allowance in lieu of post adjustment for a maximum period of three months;

(e) Repatriation travel on separation from service to either the place of recruitment or the country of the recognized home if recruited from beyond commuting distance of the duty station.

Temporary staff members who serve outside the country of their recognized home shall be entitled to home leave in accordance with the provisions of Staff Rule 105.3:

(a) for each completed 24 months of service in other duty stations and subject to an extension of appointment for at least six additional months;

(b) for each completed 12 months of service in duty stations classified by the International Civil Service Commission in hardship categories D or E that do not fall under the Rest and Recuperation framework, subject to an extension of appointment for at least three additional months.

This entitlement does not extend to the spouse or the recognized dependants of a temporary staff member.
LEAVE

Annual leave

51. Annual leave with full pay shall accrue at the rate of 2.5 days per complete month of continuous service. It may be taken only when authorized, and all leave arrangements shall be subject to the exigencies of service. Absences from work without authorization shall result in the non-payment of salary during the period of absence and/or disciplinary proceedings unless the Administration decides that such absence was caused by circumstances beyond the staff member’s control.

52. A temporary staff member who has completed at least six months of service may be granted advance annual leave of up to ten working days, in exceptional circumstances, provided that his/her service continues for a period beyond that necessary to accrue the leave so advanced.

53. Subject to the exigencies of service, annual leave shall be taken within the period of the contract. Any unused accrued annual leave shall be financially compensated upon separation, although if the contract is renewed, up to 30 days of annual leave may be carried forward into the next contractual period.

Sick leave

54. Temporary staff members shall be entitled to 2 working days of paid sick leave per complete month of service. Upon appointment, they are credited with the overall amount of paid sick leave that will accrue during the period of their contract. If they leave before the end of their contract, and have taken more paid sick leave days than accrued through their actual length of service, the excess paid sick leave days taken shall be deducted from their final payment.

55. Requests for certified sick leave must be approved by the CMO. Absences of more than 3 consecutive working days must be supported by a medical certificate from a qualified medical practitioner.

56. Temporary staff members are granted seven days of uncertified sick leave within any period of 12 months of continuous service. Any unused uncertified sick leave shall be automatically forfeited on 1 January of each year. Temporary staff members may not use uncertified sick leave for family reasons.

57. There is no financial compensation for unused sick leave credits. If temporary staff members’ contracts are renewed within a month of the end of a previous contract, any unused sick leave credits may be carried forward into the new contractual period.

Maternity leave

58. Temporary staff members shall be granted maternity leave with full pay for a maximum of 16 weeks, upon production of a certificate from a qualified physician indicating the probable date of confinement. The provisions of HR Item 6.4 paragraphs 8 to 10 relating to extended maternity leave and breastfeeding also apply to temporary staff members.

59. Maternity leave may start, at the choice of the expectant mother, between the 6th and 3rd week prior to the probable date of confinement. At her request, maternity leave may start 2 weeks before the probable date of confinement if CMO certifies that her state of health allows her to discharge fully her duties. Maternity leave shall, in no circumstances, terminate less than 8 weeks after the actual date of confinement.
UNESCO HR Manual Chapter 13. Contractual arrangements

Special leave

60. The Director-General may grant special leave with pay, half pay or without pay to temporary staff members, upon their request in exceptional circumstances.

Social Security

Medical care

61. Temporary staff members whose service exceeds six months shall participate in the Medical Benefits Fund (MBF) if they fulfil the conditions for participation as set out in the MBF Rules and provided that their participation is not expressly excluded by the terms of their appointment. The recognized dependants of the staff member enrolled in the MBF, and their spouse may also be enrolled in the Fund, in accordance with, and subject to, the provisions of its Rules.

United Nations Joint Staff Pension Fund (UNJSPF)

62. Temporary staff members whose service exceeds six months shall be enrolled in the UNJSPF if eligible under Fund Regulations provided enrolment is not expressly excluded by the terms of their appointment.

Death, injury or illness attributable to the performance of official duties

63. In the event of death, injury or illness attributable to the performance of official duties on behalf of the Organization, temporary staff members shall be covered by UNESCO's Staff Compensation Plan.

Appointments of less than six months

64. For an appointment of less than six months temporary staff member may be covered by the local national social security scheme, in which case his/her contribution to the local national social security scheme shall be deducted monthly from the salary payment. If the local national social security scheme is unavailable, he/she shall make their own arrangements for medical insurance coverage during the period of their employment, although he/she shall still be covered by UNESCO's work-related accident and illness insurance policy.

E. Performance Evaluation

65. The performance management policy () is applicable to temporary staff members. The ADG, Director of Bureau or Office or Director/Head of field office shall ensure that supervisors complete a performance assessment on staff members as required by the performance management policy.

See HR Manual Chapter 14, Performance management.

F. Separation

66. Temporary staff members may resign from their appointment by giving one month’s notice in writing. The Director-General may, at his discretion, accept resignations on shorter notice.

67. The Director-General may terminate the appointment of a temporary staff member in accordance with its terms or, at any time, if either the necessities of the service require abolition of the post or reduction of the staff, or if the services of the individual concerned cease to be satisfactory, or if he/she is for reasons of health, incapacitated for further service. Termination may also be decided in the interest of the good administration of the Organization, provided that the action is not contested by the staff member concerned.
68. If the temporary staff member has completed probation, he/she shall be entitled to one week’s notice in respect of each unexpired month of service, up to a maximum of 4 weeks’ notice. If he/she has not completed probation, he/she shall be entitled to one week’s notice. A payment of salary and allowances may be authorized in lieu of notice, or in part thereof.

69. Temporary staff members who are summarily dismissed shall not be entitled to notice.

70. If a temporary appointment exceeding 6 months is terminated for the reasons set out in paragraph 64, a termination indemnity shall be payable at the rate of one week of pay for each unexpired month of service, subject to maximum of three months of pay.

71. If UNESCO paid the initial travel expenses of a temporary staff member, they shall also be entitled, upon separation, to:

(a) repatriation travel to either their place of recruitment or the country of the recognized home;

(b) unaccompanied shipment of personal effects of up to 150kg, by surface or air, whichever cost is lower (or 30kg of excess baggage, or equivalent transported by air freight, if the temporary staff member so chooses);

(c) repatriation grant, if the temporary staff member completed more than 12 months of continuous service outside the country of his/her recognized home, and subject to the provisions of Staff Rule 109.9.

G. Disciplinary Measures and Appeals Process

72. The Director-General may impose disciplinary measures on staff members whose conduct is unsatisfactory.

See HR Manual Chapter 11, Disciplinary Measures.

73. Staff members have access to the Appeals Board, in accordance with the Statutes of that Board.

See HR Manual Chapter 12, Appeals.

Procedures

1. HR Procedure 13.1 - Appointment of a Temporary Staff Member

Staff Regulations

1. Staff Regulations and Staff Rules

Key Documents

1. Regulations, rules and pension adjustment system of the UN joint staff pension fund

Forms

1. Form HR 13-5 Lloyd's policy on personal accident and illness insurance for local staff temporarily engaged

Appendices

1. Appendix 1 A - Standards of Conduct for the International Civil Service
2. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
3. Appendix 7 A - Rules of the UNESCO Medical Benefits Fund
4. Appendix 7 B - Staff Compensation Plan
Appointment of a Temporary Staff Member

(a) The immediate supervisor prepares the job description for the temporary position, to be approved by the second-level supervisor. A vacancy notice will also be required if the position is to be advertised;
(b) Formal request to create the post is approved by the ADG, Director of Bureau or Office or Head of field office and is submitted via the office AO to the BFM in order to confirm availability of funding;
(c) Request is then submitted to HRM/RCR for the classification of the post;
(d) On confirmation of the classification of the post, the Sector, Bureau/Office or field office identifies the most suitable candidate;
(e) The Sector, Bureau/Office or field office requests appointment of the selected candidate by submitting the complete file to HRM/SES via BFM.
(f) Letter of appointment is prepared and issued by:
   (i) DIR/HRM for Director and Director/Head of field office posts;
   (ii) Deputy DIR/HRM for International Professional posts (P-1 to P-5);
   (iii) Chief HRM/SES for GS posts in Headquarters;
   (iv) Directors/Heads for NPO/GS posts in field offices with an internationally-recruited AO, and Chief HRM/SES for those field offices without an internationally-recruited AO.
(g) All offers are subject to medical clearance by CMO (and the agreement of the host country if required for Directors/Heads of field office posts).
(h) HRM/SES finalises the necessary administrative formalities on receipt of acceptance by the candidate of the offer of appointment.
(i) The Table of Delegated Authority and Accountability, Human Resources Management (HR Appendix 1 B) sets out provisions relating to the appointment of temporary staff members. The authority to select and appoint candidates and to sign the Request for Personnel Action (Form HR 5-3) is delegated to the ADG, Director of Bureau or Director/Head of Field Office.
HR Item 13.7. Short-term contracts

A. Purpose
1. A short-term contract may be awarded to individuals performing tasks of a support nature (see paragraph 2 below) that require skills that are generally not available within the Secretariat (or not available at the particular time required) and for which there is a temporary, short-term need rather than a continuing need[1].

2. The "short-term" contract may be awarded for tasks including:
   a) physical operations and mechanical work;
   b) support work and some technical functions;
   c) specialized and comprehensive support.

B. Legal status
3. The relationships between short-term contract holders and the Organization are solely governed by the provisions of the present Human Resources Manual Item and of their contract, such provisions determining the legal status and the general terms and conditions of service of the short-term contract holders.

4. Short-term contract holders are neither staff members under the UNESCO Staff Regulations and Staff Rules nor officials under the Convention on the Privileges and Immunities of the Specialized Agencies (21 November 1947).

C. Selection and contracting
5. The authority to select and contract individuals on a short-term contract is delegated to ADGs, Directors of Bureau/Office/Division or to their officially designated alternates.

D. Financial aspects
6. Approving short-term contract commits UNESCO funds and constitutes a financial transaction subject to the Financial Regulations and Rules, including the requirement of proper certification and approval.
E. Contract

Obligations

7. Short-term contract holders shall refrain from conduct that might adversely reflect upon UNESCO and shall not engage in activities incompatible with the aims and objectives of the Organization. Under the terms of their contracts, they undertake to carry out their work and regulate their conduct with only the interest of UNESCO in view, and to refrain from seeking or accepting any instruction from any authority external to the Organization.

8. Short-term contract holders shall exercise the utmost discretion in all matters relating to the performance of their duties. Unless authorized by the Director-General, they must not use, nor communicate to any person or body external to the Organization, information that has not been made public or that only became known to them through their association with UNESCO.

9. Short-term contract holders must not enter into any financial commitments on behalf of UNESCO, nor shall they be granted any certifying, approving or signing authority.

10. Should a short-term contract holder, by malice or culpable negligence, involve UNESCO in unnecessary loss, expense or liability, he/she shall be held responsible and may be required to pay compensation therefor.

11. The short-term contract holder shall not during the contract or after its termination, in any manner whatsoever advertise, display, appropriate for personal use the name, emblem or official seal of UNESCO, or any variation of the name of UNESCO in connection with his/her business or otherwise.

12. UNESCO shall be entitled to all intellectual property rights, including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to services provided to UNESCO by the short-term contract holder. On request, the short-term contract holder shall assist in securing such property rights, and transferring them to UNESCO, in compliance with applicable provisions in force at UNESCO.

13. Title to any equipment and supplies that may be furnished by UNESCO shall rest with UNESCO and any such equipment shall be returned to UNESCO at the conclusion of this contract, subject to normal wear and tear. The short-term contract holder shall be liable to UNESCO for compensation for equipment determined to be damaged or degraded beyond normal wear and tear.

14. Short-term contract holders must comply with the instructions received from their supervisors.

15. Short-term contracts holders must comply with the terms and conditions of the present HR Manual Item, with the internal regulations in force at the Organization and applicable to their activities, in particular with Safety and Security standards as set out in the UNESCO Administrative Manual Item 12.3.

Terms of the contract

16. Individuals hired on short-term contracts will receive a contract signed by the ADG, Director of Bureau/ Office/Division concerned specifying the terms of the contract, including a copy of the present HR Manual Item attached to the contract for information. In case of modification of the HR Manual during the performance of the contract, a copy of the revised HR Manual Item shall be provided to the short-term contract holder.
17. In signing the contract, an individual declares that he/she is informed of terms and conditions as set out in the present HR Manual Item. The contract is effective from the first day of the period specified in the contract and ends on the last day of the period specified.

18. Before a contract is drawn up, the short-term contract holder will provide to the AO of the Sector/Bureau or Office in which they will work all information that may be needed to complete the necessary administrative arrangements. In particular, he/she shall provide evidence of his/her right to reside and work in the duty station. Short-term contract holders shall promptly notify the AO of any subsequent changes in the information that they have provided.

19. Short-term contract holders are considered external candidates when applying for vacant posts in the Secretariat.

Duration of short-term contract

20. Short-term contracts may be granted to locally-recruited individuals for periods ranging from half a day up to a maximum continuous duration of 20 working (paid) days. If the duration of temporary assistance foreseen is more than 20 working days, hiring units must not use a short-term contract but should consider issuing another type of temporary assistance contract (see HR Item 13.5 Temporary Assistance).

21. A short-term contract holder may not be awarded more than 180 days of paid work by UNESCO in a calendar year. Once this maximum has been reached, a new short-term contract with the same individual can only be established in the following calendar year; and provided that there has been a one month’s break after the maximum 180 days limit was reached.

Limitations on employment

22. In order to be considered for a short-term contract, a candidate must have the required qualifications and work experience for the tasks to be performed and demonstrate that he/she has sufficient knowledge of one of the two working languages of the Secretariat.

23. The consideration of candidates is also limited by restrictions that apply to certain categories of individuals, as set out in HR Manual Item 13.5, Temporary assistance, paragraph 19.

Medical Clearance

24. Short-term contract holders are subject to a medical clearance upon their first contract with the Organization, unless they present a medical certificate from their physician confirming that they are fit for the service. If more than two years have elapsed since the first contract, the execution of a new contract would be subject to a new medical clearance or to the presentation of a new medical certificate from their physician.

Travel and related expenses

Official travel on mission

25. Short-term contract holders authorized to travel on mission at UNESCO’s expense are entitled to travel expenses, which normally cover the actual cost of transportation by an approved route, mode and standard of transportation, together with terminal expenses at approved rates and conditions. All travel tickets are purchased by UNESCO in advance of the actual travel, unless otherwise authorized.

26. Only transportation and accommodation actually authorized and used are reimbursable. Claims for reimbursement of travel expenses must be supported by receipts. Any claims for payments or reimbursements of travel expenses in contravention of these provisions may be rejected.
27. Short-term contract holders authorized to travel on mission at the Organization’s expense shall receive the appropriate daily subsistence allowance in accordance with the schedule established by ICSC. The allowance is subject to reduction should lodging or meals be provided free of charge by the Organization, by a Government or by a related institution.

F. Conditions of service

Working hours, official holidays and overtime

28. Short-term contract holders shall work the same number of hours per week and receive the same official holidays as UNESCO staff members in the duty station during the period of employment concerned. Short-term holders may be employed during the week end; however, they shall not work continuously for more than the normal weekly working hours established for the duty station. Any time exceeding the normal weekly working hours shall be considered as overtime.

See HR Manual Item 2.4 (Hours of Work)

29. Short-term contract holders who are required to work overtime are granted compensatory time off at the rate of one and a half hours per every hour of overtime worked. If such compensatory time off cannot be granted during the period of the contract due to the exigencies of service, payment may exceptionally be made in respect of overtime at 150% of the remuneration rate provided for in the contract. Any single overtime period of less than 30 minutes is disregarded.

30. The ADG, Director of Bureau/Office/Division concerned is responsible for authorizing in advance any overtime undertaken by the short-term contract holder. Authorization shall only be granted if compensatory time off can be taken or, if this is not possible, if there are sufficient funds to cover overtime payments described above.

31. Overtime should not normally exceed 40 hours over the overall period of the contract. If this limit has to be exceeded, it must have explicit prior written approval of the ADG, Director of Bureau/Office/Division. Such cases must be exceptional; and the Director concerned is required to take appropriate action if short-term contract holders carrying out the same functions are being asked to exceed the 40 hour limit on a regular basis.

Remuneration

Determination of pay rates

32. The remuneration of short-term contract holders is based on daily rates established by DIR/HRM according to the level of the assignment. The level should reflect the scope and complexity of tasks to be performed and the skills and experience required. Each new short-term contract holder requires a new determination of the appropriate level of remuneration and may be higher or lower than the level used in a prior contract. See Part 2 of the HR Appendix 3 C bis.

33. No additional form or type of remuneration is payable (e.g. allowances).
### Table 1: Levels of Assignment and Remuneration*

<table>
<thead>
<tr>
<th>Level</th>
<th>Description</th>
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<tbody>
<tr>
<td>One</td>
<td>Representing physical operations and mechanical, procedural work.</td>
</tr>
<tr>
<td>Two</td>
<td>Basic processing support work and technical functions requiring secondary</td>
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<tr>
<td></td>
<td>school education level and relevant work experience.</td>
</tr>
<tr>
<td>Three</td>
<td>Specialized and comprehensive support, and work carried out with specially</td>
</tr>
<tr>
<td></td>
<td>designated techniques, requiring appropriate educational background and</td>
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<td>relevant work experience.</td>
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#### Social Security

34. The following provisions govern the social security coverage of short-term contract holders during their period of service:

(i) Short-term contract holders working at Headquarters shall normally be affiliated to the French social security system (*régime général de la sécurité sociale et des prestations familiales*) in accordance with the provisions of the Agreement between France and UNESCO dated 26 August 1973 (*Décret n°77-1121 du 22 septembre 1977*), and the individual and the Organization shall pay their respective contributions;

(ii) Short-term contract holders who are not eligible for affiliation to the French social security scheme shall be affiliated to the private insurance policy contracted by UNESCO covering the risks of work-related accidents, injuries, illnesses or death while performing duties on behalf of the Organization. It is the short-term contract holder’s (who is not affiliated to French social security scheme) responsibility to ensure that he/she has appropriate medical and pension coverage for the period of his/her employment.

35. UNESCO is not subject to the French unemployment scheme (UNEDIC – Pôle Emploi) and complementary retirement schemes (retraite complémentaire Agirc/Arrco).

#### Leave

36. Short-term contract holders are not entitled to any type of paid leave including, but not limited to, annual, sick or maternity leave.

#### Taxes

37. The remuneration paid to the short-term contract holder under this contract is not exempt from any income taxes which may be levied by French tax authorities or any other tax authorities.

38. The short-term contract holder will be solely and personally responsible for complying with tax laws that are applicable to them, and for paying of any taxes (in particular income tax), duties or other contributions for which he/she may be personally liable, under any tax laws applicable to them, in respect of any payments made to him/her under the terms of this contract. Any penalties, interest or other charges resulting from failure to comply with such laws will not be reimbursed by the Organization.
39. UNESCO will not reimburse any taxes, duties or other contributions for which the short-term contract holder may be personally liable in respect of any payments made to him/her under the terms of his/her contract.

G. Evaluation

40. The evaluation of performance is both an obligation and a responsibility of the short-term contract holder’s immediate supervisor(s).

41. ADGs, Directors of Bureau/Office/Division shall ensure that the short-term contract holder’s immediate supervisor completes a short evaluation of the services of the short-term contract holder at the end of the contract. If the same individual is awarded another short-term contract by the same unit within the same calendar year another evaluation is not required unless the performance in the latest assignment was not up to the required standard.

42. Evaluations shall be kept in the short-term contract-holder’s personal file by the AO of the Sector/Bureau/Office concerned, and a copy should be made available to him/her on demand. A performance evaluation model template is attached as HR Appendix 13 C bis – Part 3.

H. Expiration /extension

43. Short-term contracts do not carry any expectation of, nor imply any right to, extension.

44. Short-term contracts expire according to their terms, without notice or indemnity, on the date specified in the contract. For the duration limitations, see paragraphs 20 – 21 above.

I. Termination

45. UNESCO or the short-term contract holder may cancel the contract before it has come into effect by giving at least 24 hours’ notice to the other party. No compensation shall be payable in such cases. Should UNESCO cancel the contract with less than 24 hours notice, the short-term contract holder is entitled to compensation equivalent to one day’s pay per 5 unexpired working days of the contract, subject to a maximum payment of 4 days.

46. Once the contract has started, it may be terminated by either party at any time before the expiry date with 24 hours’ notice. If UNESCO terminates the assignment and if no other assignment is offered the individual may receive a payment in lieu of the notice period, as well as compensation equivalent to one day’s pay per 5 unexpired working days of the contract, subject to a maximum payment of 4 days. In the event of its termination by the short-term contract-holder, or of the inability of the short-term contract holder to carry out fully its terms, UNESCO may deduct from any payments due an amount equivalent to any losses caused to the Organization, taking into consideration the extent to which the assignment has been completed.

47. No notice period or compensation is due by UNESCO if the contract is terminated on grounds of improper conduct or violation of any term of the contract or the present HR Manual item provisions or false declarations.

48. When termination of a contract results from the death of the short-term contract-holder, his/her entitlement to pay ceases on the date of death.

J. Settlement of disputes

49. In case of controversy or dispute in connection with the short-term contract the parties will try to settle by negotiation this controversy or dispute.
50. If it is not amicably settled, it shall be submitted, at the initiative of either party, either to the Chairperson of the UNESCO Appeals Board or be the subject of an arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules in force. The arbitrator shall rule upon the costs of arbitration, which shall be either apportioned between the two parties or paid by one of them only. The arbitral award shall be final and irrevocable.

51. The party initiating the procedure shall decide which of the two procedures shall apply.

K. Accountability

52. The ADG, Director of Bureau/Office/Division is responsible for ensuring compliance with the provisions set out in the present HR Manual Item regarding selection, evaluation, payment and any other instructions and procedures, including the relevant sections of the Table of Delegated Authority and Accountability (see Human Resources Appendix 1 B).

[1] Individuals required for other forms of temporary assistance may be awarded another type of contract in accordance with the provisions of the Human Resources Manual Item 13.5 on Temporary Assistance framework.

Appendices

1. HR Appendix 13 J – Short-Term Contract
HR Item 13.8. Special Service Agreements

A. Purpose

1. The tasks or services performed by locally-recruited individuals on Special Service Agreements shall be temporary in nature, corresponding to workloads during peak periods, emergencies or additional short-term work. These shall include work resulting from the prolonged absence of staff members on, for example, sick leave or maternity leave, or from unexpected delays in recruitment into established posts. Special Service Agreements (SSA), which can be either at the Professional or General Service level, can only be granted at offices away from Headquarters.

2. Before awarding SSA contracts, the hiring unit should note the provisions of HR Manual Item 13.5, Temporary Assistance: General, setting out the general principles applicable to the different types of temporary assistance contract (i.e. temporary staff appointments, short-term contracts, service contracts and individual consultant), as well as the criteria for choosing the appropriate contract according to the nature and duration of work to be carried out.

B. Selection process and preparation of the contract

3. Approving SSA contracts commits UNESCO funds and constitutes a financial transaction subject to the Financial Regulations and Rules, including the requirements of proper certification and approval.

4. In view of the flexibility and speed of response that is often required, the authority to select and contract with SSA contract holders is delegated to Directors/Heads of field office or to their officially appointed alternates.

5. SSA contracts do not require prior establishment of a post. However, terms of reference, including a description of the duties, responsibilities, and the expected skills, knowledge, experience and qualifications of the candidate should be drawn up, to provide the basis for determining the level of the contract and the remuneration.

Consideration of candidates and restrictions applicable to certain categories of individuals

6. In order to be considered, all candidates must have the required academic qualifications and work experience for the tasks to be performed and demonstrate that they have sufficient knowledge of one of the two working languages of the Secretariat.

7. Consideration of candidates is limited by a number of restrictions which apply to certain categories of individuals, as explained in HR Manual Item 13.5, Temporary assistance, paragraph 19.
Limits on duration of SSA contracts

8. SSA contracts may be granted to locally-recruited individuals for periods ranging from one day to a maximum period of less than 11 months. No immediate extension beyond 11 months can be granted. If the services of the SSA contract holder are still required beyond 11 months, a break in service of at least one month is required before a new SSA contract can be granted.

9. If the foreseeable duration of temporary assistance required exceeds 11 months, offices should not issue SSA contracts but should consider issuing an SC contract. Furthermore, offices shall not hire one SSA contract holder after another to carry out the same task if the overall duration of the services to be rendered by the two contract holders is likely to exceed 11 months.

Medical Clearance

10. Except in the cases mentioned in paragraph 17, SSA contract holders are not required to undergo a medical examination before taking up their duties. They are however required to sign a medical declaration form confirming their fitness for work, for which they will be held responsible.

11. Former staff members aged 65 or more shall undergo a full medical examination before they can be hired. The results should be forwarded to the CMO, whose prior clearance is necessary before former staff members aged 65 or more can be hired.

Guidelines on the hiring of SSA contract holders are set out in HR Appendix D.

C. Type of contract

12. Individuals hired as SSA contract holder receive an SSA contract signed by the Director/Head of Office, specifying the terms of the contract. The general conditions applicable to the contract shall be annexed (HR Appendix 13 D).

13. In signing the contract, an individual declares that he/she agrees to its terms including the general conditions set out in an Annex to the contract (HR Appendix 13 D).

14. The contract is effective from the first day of the period specified in the contract, which is when the SSA contract holder assumes his/her duties. The contract shall end on the last day of the period specified in the contract.

15. On arrival to work on the first day of the contract period, the SSA contract holder shall supply any information that may be required to complete the administrative formalities. In particular, he/she shall, if a non-national of the country, provide evidence of his/her right to reside and work in that country. SSA contract holders shall notify promptly the AO of any subsequent changes in the information they have provided.

16. SSA contracts shall expire according to their terms, without notice or indemnity, on the date specified in the contract. The contract may be extended on condition that the overall period of service does not exceed 11 months in a calendar year. Once this maximum limit has been reached, a new SSA contract can only be established in the following calendar year.

17. SSA contracts do not carry any expectation of, or imply any right to, an extension.

18. SSA contract holders are considered external candidates when applying for vacant posts in the Secretariat.
D. Legal status and obligations

Legal status

19. SSA contract holders are neither staff members under UNESCO’s Staff Regulations and Staff Rules nor officials under the Convention on the Privileges and Immunities of the Specialized Agencies. Their rights and obligations are based on the terms of the contract they have signed with the Organization, including the general conditions annexed to the contract (HR Appendix 13D).

Obligations

20. SSA contract holders shall refrain from conduct that might adversely reflect on UNESCO and shall not engage in activities incompatible with UNESCO’s aims and objectives or with the proper discharge of their duties.

21. SSA contract holders shall not accept any gratuity or favour from any commercial firm or individual doing or seeking business with the Organization.

22. During the period of their contract with UNESCO, SSA contract holders may not engage in any regular outside occupation, receive remuneration, fees, gifts or any honour or prize from a third party without obtaining prior approval, in writing, from the Director/Head of Office where they work. This requirement shall also apply when an SSA contract holder proposes to hold office in any company, partnership, association or other concern. The Director/Head of Office concerned shall consult HRM prior to making a decision on such requests for approval.

23. SSA contract holders shall exercise the utmost discretion in all matters relating to the performance of their functions. Unless otherwise authorized by an appropriate official, they shall not use, nor communicate to any person or entity external to UNESCO, information not made public which only became known to them by reason of their association with UNESCO.

24. SSA contract holders may not publish any book or article, make a statement to the press, give a lecture or speech, or participate in a radio or television broadcast concerning UNESCO, the United Nations, any of the specialized agencies or other intergovernmental organizations without obtaining prior approval, in writing, from the Director/Head of Office where they are working. The Director/Head of Office shall consult HRM prior to making a decision on the request.

Intellectual Property Rights

25. UNESCO shall be entitled to all intellectual property rights, including but not limited to patents, copyrights and trademarks, with regard to material, which bears a direct relation to services provided to UNESCO by SSA contract holders. On request, an SSA contract holder shall assist in securing such property rights, and transferring them to UNESCO, in compliance with requirements of the applicable law.

Financial responsibility

26. Any SSA contract holder who, by malice or culpable negligence, involves UNESCO in unnecessary liability, expense or loss, shall be held responsible, and may be required to pay compensation.
E. Conditions of Service

Remuneration

Determination of pay rates

27. SSA contract holders are remunerated on the basis of the level of qualifications required, the nature of duties and responsibilities involved and by reference to the category (that is, Professional or General Service) and grade of the staff members discharging comparable duties. Each new SSA contract requires a new determination of the appropriate level of remuneration, which may be higher or lower than the level used in a prior contract.

28. The daily pay of SSA contract holders is established by the Director/Head of Office, and expressed as a daily rate. No additional form or type of remuneration is payable (e.g. no separate allowances are paid, such as spouse, children or language allowance).

29. The daily rates should be based on either:
   (a) prevailing local salary rates for similar functions (for example, for comparable work in the national civil service or the local employment market more generally); or
   (b) local salary rates established for similar types of work by UNDP; or
   (c) GS/NPO salary scales issued by the UN for staff members in the duty station.

30. UNESCO undertakes no liability for taxes or other contributions that may be payable by an SSA contract holder on their UNESCO remuneration. The daily rates shall, therefore, normally be established in gross terms. The only exception to this provision is where the national tax authorities exempt remuneration of SSA contract holders from direct tax: in such cases, the daily rates should be established on a net basis.

31. Directors/Heads of Office are advised to keep in contact with their colleagues in other UN agencies in the duty station to ensure that they are up-to-date with developments in local pay policies and practices. They should recall that SSA contracts are intended for tasks of a short-term nature, covering work-loads in peak periods or emergencies or additional duties, for which it should be possible to recruit individuals of the required standard using prevailing local market rates. Nonetheless, the rates should be set that allow the Office to compete for, and retain, staff of the appropriate quality.

Adjustments to pay rates

32. SSA pay rates should be set for periods of 12 months at a time, to allow the Office to plan its budget. Once these pay rates have been established, they shall not be changed even if the local reference rates on which they were based change. The rates applicable to an SSA contract should not, therefore, be revised once the contract has been signed by both parties.

33. SSA contract holders are not eligible for annual increments. The issuance of a new SSA contract provides the opportunity for the Office to review an individual’s remuneration, although such review shall be discretionary, and not obligatory. Reviews should take into account all relevant factors, including the overall budgetary situation.

Working hours, official holidays and overtime

34. The normal number of working hours and official holidays are the same as for UNESCO staff members in the same Office during the period of employment concerned.

See HR Manual Item 2.4, Hours of Work
35. SSA contract holders at the General Service level who are required to work overtime are granted compensatory time off at the rate of one hour and a half off for every one hour of overtime worked. If such compensatory time off cannot be granted during the period of their contract, payment may be made in respect of overtime at 150% of the remuneration rate provided for in the contract. Any single overtime period of under 30 minutes is disregarded.

36. Directors/Heads of Office are responsible for authorizing in advance overtime undertaken by SSA contract holders. Authorization shall only be granted if compensatory time off can be taken or, if this is not possible, if there are sufficient funds to cover overtime payments.

37. Overtime should not normally exceed 40 hours per month per person. If this limit needs to be exceeded, it must have explicit prior approval, in writing, from the Director/Head of Office. Such cases must be exceptional; and the Director/Head of Office is required to take appropriate action if the same individuals are being asked to exceed the 40 hour limit on a regular basis.

38. Individuals carrying out duties at the Professional level are not entitled to overtime.

Computation and mode of payment

39. SSA contract holders are paid:
   (a) for each day on which they are required to be available for service, including Saturdays, Sundays and official holidays falling within the total of continuous employment;
   (b) for the weekend between 2 consecutive contracts when the services of the SSA contract holder continue the following Monday in another section or unit, the cost to be borne by the office issuing the new contract;
   (c) for days of authorized travel during the period of employment;
   (d) for days of authorized travel preceding the effective date of the appointment and after the end of the appointment (see paragraph 53 below).

40. Payments are made in accordance with the general provisions of the AM Item 3.2. No payments shall be requested or authorized if the SSA contract holder has not performed in a satisfactory manner the tasks described in his/her contract. In the event of his/her death, pay shall be made up to the date of death only.

41. Payment is normally made at the end of the appointment, or at the end of each month for appointments that run from one calendar month into another. Payment shall be arranged by the AO by bank transfer, by cheque, or in cash payable at a local bank. No salary advances shall be granted.

42. Pay and overtime shall be payable in local currency, although they may be paid in dollars if this is standard practice for locally recruited (GS/NPO) staff members. Where needed, the exchange rate shall be the official rate applied by UNESCO on the date of payment.

43. UNESCO shall be entitled to recover payments made in error to an SSA contract holder. Unless otherwise agreed, reimbursement shall be made by deduction from the monthly or other payments due, over a period not exceeding three months or the unexpired period of the contract, whichever is shorter.
Income tax

44. The remuneration of SSA contract holders is not exempt from any income tax which may be levied by the tax authorities in the country concerned. Such tax liability may also exist in the country in which the SSA contract holder usually resides unless that country has a special provision exempting from tax earnings from UN organisations.

45. Income taxes levied by the authorities of the country of which the SSA contract holder is a national on the remuneration he/she receives from the Organization are not reimbursable by the Organization.

46. SSA contract holders are personally responsible for complying with any income tax laws that are applicable to them. Any penalties, interest or other charges resulting from failure to comply with such laws will not be reimbursed by the Organization.

Travel and Related expenses

Initial and return travel

47. UNESCO will pay the travel expenses of an SSA contract holder who is required to travel to the duty station in order to take up his/her duties. Before any such travel is undertaken, it shall be authorized, in writing, by the AO. An SSA contract holder shall also receive the equivalent of 50% of the daily base pay rate for the day preceding and the day after the end of the appointment, and 100% of the daily base pay rate for any additional day(s) of travel before or after the appointment, provided that:

(a) the most rapid means of transport is used to travel to and from the place of work;

(b) it is necessary to travel on the day(s) immediately preceding or following the period of appointment;

(c) he/she does not receive from another source any similar sum or salary for the day(s) concerned.

Official travel on mission

48. SSA contract holders authorized to travel on mission at UNESCO’s expense are entitled to travel expenses, which normally cover the actual cost of transportation by an approved route, mode and standard of transportation, together with terminal expenses at approved rates and conditions. All travel tickets are purchased by UNESCO in advance of the actual travel, unless otherwise authorized.

49. Only transportation and accommodation actually authorized and used are reimbursable. Claims for reimbursement of travel expenses must be supported by receipts. Any claims for payments or reimbursements of travel expenses in contravention of these provisions may be rejected.

50. SSA contract holders authorized to travel on mission at the Organization’s expense shall receive the appropriate daily subsistence allowance in accordance with the schedule established by ICSC. The allowance is subject to reduction should lodging or meals be provided free of charge by the Organization, by a Government or by a related institution.
Leave

Annual leave

51. SSA contracts of 6 months or more qualify for one day of annual leave for each month of service, the overall amount of annual leave to be credited to the individual from the first day of his/her contract. SSA contracts of under 6 months do not qualify for annual leave. However, subsequent contract extensions that bring the total service to over 6 months shall qualify for 1 day of annual leave for each month of service over and above 6 months, the overall amount of annual leave to be credited to the individual starting from the first day of the seventh month.

52. The annual leave entitlement must be taken in full during the contract period: it cannot be carried forward if the contract is extended. Compensation shall not be paid for unused leave at the end of the contract.

Special leave

53. SSA contract holders are not entitled to special leave (paid or unpaid) during the period of their contract.

Sick Leave

54. SSA contracts of 6 months or more qualify for one day of paid (certified or uncertified) sick leave for each month of service. The overall amount of sick leave should be credited to the individual as from the first day of his/her contract.

55. SSA contracts for less than 6 months do not qualify for paid sick leave. However, any subsequent contract extensions that bring the total service to over 6 months shall qualify for 1 day of paid sick leave for each month of service over and above 6 months, the total amount of sick leave to be credited to the contract holder starting from the first day of the seventh month.

56. Any absence due to illness for more than 3 consecutive days shall be justified by submission of a certificate from a qualified physician.

57. An SSA contract holder receiving daily subsistence allowances continues to do so during any days of certified sick leave for which they do not receive remuneration during their period of service.

Maternity Leave

58. SSA contract holders are not entitled to paid maternity leave from UNESCO. Those affiliated to their national social security system may be eligible for payments under the terms of their affiliation; and they should discuss any necessary administrative formalities with the AO prior to departure on maternity leave.

Social Security

59. SSA contract holders are not eligible for participation in the UNESCO Medical Benefits Fund or the UN Joint Staff Pension Fund, nor are they covered by the UNESCO Staff Compensation Plan. There are no provisions for medical and pension coverage for SSA contract holders during their appointment.

Compensation for Service-incurred Injuries, Illnesses, Disability and Death

60. In the event of illness, injury, disability or death that is directly attributable to the performance of official duties, all SSA contract holders shall be covered by the Lloyd's sickness and accident insurance policy contracted by UNESCO.
61. If the incident for which compensation is payable is caused in circumstances that may create a legal liability on the part of a third party to pay damages, the Director-General may, as a condition for granting such compensation, require the person to whom it is granted to assign to UNESCO any right of action which he/she may have against the third party. The person shall thereupon furnish to the Organization any data or evidence available to him/her, and shall render whatever assistance may be required to pursue any claim or action against that third party. He/she shall not settle any such claim or action without the prior consent of UNESCO; and UNESCO shall be entitled itself to do so, or to request him/her to do so, on such terms as it deems reasonable.

F. Performance Evaluation

62. Evaluation of performance is both an obligation and a responsibility of immediate supervisors and should be carried out objectively and without fear or favour.

63. Directors/Heads of field office shall ensure that the immediate supervisor completes a short evaluation of the SSA contract holder’s services at the end of their contract.

64. Evaluations are kept in the SSA contract holder’s personal file by the AO of the field office concerned, and a copy shall be given to him/her. Copies of the performance evaluation form are attached as Appendix 13 D.

G. Separation

65. A SSA contract shall expire automatically, and without notice or indemnity, on the date specified in the contract.

66. The contractual period may be shortened at the initiative of the SSA contract holder, who may resign after giving 5 days’ notice. The Director/Head of Office concerned may accept resignation on shorter notice, after consulting HRM.

67. The contractual period may also be shortened at the initiative of the Organization if, at any time during the contractual period, the Director/Head of Office, after consulting with DIR/HRM, determines that such action would be in the interests of the Organization. In such a case, the SSA contract holder shall receive a minimum of 5 working days’ notice.

68. If UNESCO terminates the contract, and if no other assignment is offered, compensatory pay may be made in lieu of the notice period, as well as compensation equivalent to one day’s pay for each unexpired week of the contract, subject to a maximum payment of 25 days.

69. No notice or compensation is due by UNESCO if the contract is terminated on grounds of improper conduct or violation of any term of the contract.

70. When termination of contract results from the death of the SSA holder, his/her entitlement to pay ceases from the date of death.

Settlement of Disputes

71. Any disputes relating to, or arising out of, this contract shall, if all attempts at settlement by negotiation have failed, be submitted to a binding arbitration by a single arbitrator agreed by both parties. Should the parties be unable to agree a single arbitrator within thirty days of the request for arbitration, then the Chairperson of UNESCO’s Appeals Board shall appoint the arbitrator. The decision of the arbitrator, which shall be final, conclusive and without further recourse, shall also include a determination of the expenses of the arbitration which may be ordered to be either apportioned between the two parties or paid by one of them only.
The procedure is as follows:

(a) The arbitration request must be submitted to Dir/HRM, in writing, by the SSA contract holder and copied to the Head of Field Office concerned within fifteen working days following communication of the contested decision to the SSA contract holder.

(b) Should the parties be unable to agree on the choice of a single arbitrator, the Chairperson of the Appeals Board of UNESCO shall appoint the arbitrator.

(c) Written procedure and hearing. The arbiter, acting as swiftly as possible, summons the SSA contract holder and the Head of Field Office (or his or her representative) and may ask them to submit their arguments and conclusions in writing within ten working days. The SSA contract holder may be assisted by a UNESCO staff member, or by a non-staff member of his/her choice who has served the Organization during the preceding twelve months and who agrees to assist him or her. The arbiter may, in so far as this is deemed useful, call witnesses, experts and any other person likely to throw light on the points at issue, and may request the production of any document considered relevant.

(d) The decision of the arbiter shall be given in writing, normally within thirty working days following the written procedure and hearing. That ruling is final and irrevocable, and binding on the parties.

Forms
1. Form HR 13-5 Lloyd's policy on personal accident and illness insurance for local staff temporarily engaged

Appendices
1. Appendix 13 D - Special Service Agreements (SSA)
A. **Purpose**

1. The tasks or services performed by locally-recruited individuals on Service contracts (SC) correspond to temporary activities or workloads which cannot be covered in the normal course of duty by regular staff members. SC can be issued at Headquarters, in Field Offices and in Category 1 Institutes.

2. Before issuing SC contracts, hiring units should note the provisions of HR Manual Item 13.5, Temporary Assistance: General, setting out the general principles applicable to the different types of temporary assistance (temporary staff appointments; Service Contracts, Individual Consultant contracts and Short Term contracts), as well as the criteria for choosing the appropriate contract according to the nature and duration of work to be carried out.

B. **Legal Status**

Legal status

3. The relationships between Service Contract holders and the Organization are solely governed by the provisions of the present Human Resources Manual Item and of their contract, such provisions determining the legal status and the general terms and conditions of service of the service contract holders.

4. Service contract holders are neither staff members under the UNESCO Staff Regulations and Staff Rules nor officials under the Convention on the Privileges and Immunities of the Specialized Agencies (21 November 1947).

5. Service contract holders are considered external candidates when applying for a vacant post in UNESCO.

C. **Recruitment and selection**

6. The authority to select and contract with SC holders is delegated to ADGs/ Directors of the Office/Bureau/Institute or Heads of Office or their officially appointed alternates.

7. SC do not require the prior establishment of a post. However, terms of reference, including a description of the duties, responsibilities and the expected skills, knowledge, experience and qualifications of the candidate should be drawn up, to provide the basis for determining the level of the contract and the remuneration.
Consideration of candidates and restrictions applicable to certain categories of individuals

8. In order to be considered, a candidate must have the required academic qualifications and work experience for the tasks to be performed and must demonstrate that he or she has sufficient knowledge of one of the two working languages of the Secretariat.
9. Consideration of candidates is also subject to a number of restrictions which apply to certain categories of individuals, as explained in HR Manual Item 13.5, Temporary assistance, paragraph 13.

D. Financial aspects

10. Approving a Service Contract commits UNESCO’s funds and constitutes a financial transaction subject to the Financial Regulations and Rules, including the requirements for proper certification and approval.

E. Contract

Obligations

11. The Standards of Conduct provide guidance and apply to SC contract holders (see HR Appendix 1 A – Standards of Conduct).
12. SC holders shall refrain from conduct that might adversely reflect on UNESCO and shall not engage in activities incompatible with UNESCO’s aims and objectives. Under the terms of their contracts, they undertake to carry out their work and regulate their conduct with only the interest of UNESCO in view, and to refrain from seeking or accepting any instruction from any authority external to the Organization.
13. SC contract holders shall exercise the utmost discretion in all matters relating to the performance of their functions both during their service and after having terminated their service at UNESCO. Unless otherwise authorized by an appropriate official, they shall not use, nor communicate to any person or entity external to UNESCO, information not made public and that only became known to them by reason of their associations with UNESCO.
14. SC holders shall not accept any gratuity or favour from any commercial firm or individual doing or seeking business with the Organization.
15. During the period of their contracts with UNESCO, SC holders may not engage in any regular outside occupation, nor may they receive remuneration, fees, gifts or any honour or prize from a third party without obtaining prior approval, in writing, from the ADGs/ Directors of the Office/Bureau/Institute or Heads of Field Office where they work. This requirement shall also apply when the SC contract holder proposes to hold office in any company, partnership, association or other undertaking. The ADG/ Director of the Office/Bureau/Institute or Head of Field Office concerned shall consult HRM prior to making a decision on such requests for approval.
16. SC holders may not publish any book or article, make any statement to the press, give any lecture or speech, or participate in any radio, television, or web-based broadcast concerning UNESCO, the United Nations, any of the specialized agencies or other intergovernmental organizations without obtaining prior approval, in writing, from the to ADGs/ Directors of the Office/Bureau/Institute or Heads of Field Office where they are working. The ADGs/ Directors of the Office/Bureau/Institute or Heads of Field Office shall consult HRM before making a decision on the request.
17. SC holders shall not be granted approving or signing authority. However, limited certifying authority for commitments of up to USD 10,000 may be granted, subject to BFM approval, to SC contract-holders who have thorough knowledge of UNESCO’s Financial Rules and Regulations, corresponding to at least two years of experience in an administrative unit.

18. Should a SC contract holder, by malice or culpable negligence, involve UNESCO in unnecessary loss, expense or liability, he/she shall be held responsible and may be required to pay compensation therefor.

19. The SC holder shall not during the contract or after its termination, in any manner whatsoever advertise, display, appropriate for personal use the name, emblem or official seal of UNESCO, or any variation of the name of UNESCO in connection with his/her business or otherwise.

20. UNESCO shall be entitled to all intellectual property rights, including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to services provided to UNESCO by the SC holder. On request, the SC contract holder shall assist in securing such property rights, and transferring them to UNESCO, in compliance with applicable provisions in force at UNESCO.

21. Title to any equipment and supplies that may be furnished by UNESCO shall rest with UNESCO and any such equipment shall be returned to UNESCO at the conclusion of this contract, subject to normal wear and tear. The SC holder shall be liable to UNESCO for compensation for equipment determined to be damaged or degraded beyond normal wear and tear.

22. SC holders must comply with the instructions received from their supervisors.

23. SC holders must comply with the terms and conditions of the present HR Manual Item, with the internal regulations in force at the Organization and applicable to their activities, in particular with the Safety and Security standards set out in UNESCO Administrative Manual Item 12.3.

**Right to work**

24. Individuals to be hired on SC must have the right to live and work in the duty station in which they will serve.

**Duration of a Service Contract**

25. SC are initially issued to locally recruited individuals for a minimum period of 1 month and a maximum period of 12 months. Subsequently, they may be extended for periods of up to twelve months at a time, subject to a continuing need for the SC function, satisfactory performance and budgetary coverage. At Headquarters, successive contracts shall not exceed 24 months in any period of 36 consecutive months.

Guidelines on the hiring of SC holders are set out in HR Appendix 13 E.

**Contract**

26. SC contract-holders shall receive a contract signed by the ADG/ Director of the Office/Bureau/Institute or Head of Field Office, specifying the terms of their employment. The present HR Item 13.9 shall be annexed to the contract.

27. In signing the contract, an individual declares that he/she agrees to its terms, including the general conditions as set out in the present HR Manual Item 13.9.
28. The contract is effective from the first day of the period specified in the contract, that is, the day on which the contract-holder assumes his/her duties. It ends on the last day of the period specified in the contract. The contract must be signed by both parties before its holder starts to assume his/her duties.

29. On arrival to work on the first day of employment, SC holders shall supply any information required to complete the necessary administrative formalities. This shall include, where appropriate, registration details in the local social security system. In addition, he/she shall, if a non-national of the country, provide evidence of his/her right to reside and work in the country. SC holders shall promptly notify the AO of any subsequent changes in the information they have provided.

30. Each SC shall expire according to its terms on the date specified in the contract without any requirement of notice or indemnity. A new contract may be issued, subject to the continuing need for the activity, satisfactory performance of the individual, compliance with any limits on SC contracts and budget provision, although SC contracts do not carry any expectation of, or imply any right to, renewal.

31. SC contract-holders are considered external candidates when applying for vacant posts in the Secretariat.

Medical Clearance

32. In the Field Offices, a medical certificate issued by a UN designated physician is required before an SC contract can be issued in order to confirm that the SC holder is physically fit for the position. At Headquarters, a medical certificate by a recognized physician is required before an SC contract can be awarded in order to confirm that the SC holder is physically fit for the position. Any reasonable medical expenses incurred by potential SC contract holders shall be reimbursed by UNESCO.

F. Conditions of Service

Remuneration

Determination of pay rates

33. SC contract-holders are remunerated on the basis of the level of assignment as set out in the contract, and should reflect the qualifications required and nature of duties and responsibilities assigned. Issuance of a new SC requires a new determination of the appropriate level of remuneration, which may be higher or lower than the level used in a prior contract. There are 5 different levels of assignment used for SC contracts, as set out in the following table:

<table>
<thead>
<tr>
<th>Level</th>
<th>Physical operations and mechanical work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 2</td>
<td>Basic processing support work and some technical functions</td>
</tr>
<tr>
<td>Level 3</td>
<td>Specialized, comprehensive support work, requiring secondary school education level</td>
</tr>
<tr>
<td>Level 4</td>
<td>Work of an analytical nature, calling for conceptual comprehension and requiring a university degree or an equivalent professional experience</td>
</tr>
<tr>
<td>Level 5</td>
<td>Work of a conceptual, analytical and advisory nature at the higher professional level, requiring substantive innovation and may involve supervision of project activities. Academic qualifications should include university degree, preferably advanced.</td>
</tr>
</tbody>
</table>
34. SC holders are remunerated on the basis of monthly rates established at Headquarters and in Field Offices. No separate allowances are paid, such as spouse, child or language allowance. Danger allowance may be payable if it is the UN practice in the duty station, however HRM must be consulted prior to the payment of such allowance by the Office.

35. At Headquarters, the remuneration of SC holders is established by DIR/HRM. The monthly rates are based on prevailing local salary rates for similar functions (for example, for comparable work in the national civil service or in the local employment market).

36. In Field Offices, the remuneration is established by the Director/Head of Field Office in consultation with HRM. The monthly rates should be based on either:

(a) prevailing local salary rates for similar functions (for example, for comparable work in the national civil service or in the local employment market more generally); or

(b) local salary rates established for similar types of work by UNDP; or

(c) GS/NPO salary scales issued by the UN for staff members in the duty station (in such a case and with reference to paragraph 30 above level 1 should be associated with G1/G2; level 2 with G3/G4; level 3 with G5/G6; level 4 with NOA/NOB and level 5 with NOC/NOD).

   The salary grid should be reviewed in line with the reference scale adopted.

Adjustments to pay rates

37. The pay rates of individual SC contract holders should be set for the period covering the duration of the contract. Once these pay rates have been established, they shall not be changed unless it is decided by Director/Head of the Field Office (subject to the budget availability and as approved by DIR/HRM in consultation with CFO) to introduce revised pay scales following a change in the underlying reference pay scale.

38. The issuance of a new SC contract provides an opportunity to review the individual’s remuneration, although such reviews are discretionary, not obligatory. The review should take account of all relevant factors, including the overall budgetary situation.

Working hours, official holidays and overtime

39. The working hours and official holidays of SC holders shall be the same as for UNESCO staff members in the same Office during the period of employment concerned.

   See HR Manual Item 2.4, Hours of Work

40. SC holders at level 1 to 3 (see paragraph 32 above) who are required to work overtime are granted compensatory time off at the rate of one hour and a half off for every one hour of overtime worked. If exigencies of the service do not allow such compensatory time off to be taken during the period of their contract, payment may be made in respect of overtime at 150% of the remuneration rate provided for in the contract. Any single overtime period of less than 30 minutes is disregarded.

41. ADGs, Directors of Bureau/Offices or Directors/Heads of Office are responsible for authorizing overtime undertaken by SC holders in advance. Authorization shall only be granted if compensatory time off can be taken or, should this not prove possible, if there are sufficient funds to cover overtime payments.
42. The overtime worked by any individual should not normally exceed 40 hours per month. If this limit needs to be exceeded, it must have explicit prior approval, in writing, from the ADGs/ Directors of the Office/Bureau/Institute or Heads of Office. Such cases must be exceptional, and the ADGs/ Directors of the Office/Bureau/Institute or Heads of Office is required to take appropriate action if the same individuals are being asked to exceed this 40 hour limit on a regular basis.

43. Individuals carrying out duties at levels 4 and 5 are not entitled to overtime.

Computation and mode of payment

44. SC holders are paid:

(a) for each day on which they are required to be available for service, including Saturdays, Sundays and official holidays falling within the total period of continuous employment;

(b) for the weekend between 2 consecutive contracts when the services of the SC holder continue the following Monday in another section or unit, with the cost of the weekend to be borne by the office issuing the new contract;

(c) for days of authorized travel during the period of employment.

45. Payments are made in accordance with the general provisions of AM Manual Item 3.2. No payments shall be requested or authorized if the SC holder has not performed in a satisfactory manner the tasks set out in his/her contract.

46. Payment is normally made at the end of the appointment, or at the end of each month for appointments that run from one calendar month into another. Payment shall be arranged by the AO by bank transfer, by cheque, or in cash payable at a local bank.

47. No salary advances shall be granted.

48. Pay and overtime shall be payable in local currency. SC holders may exceptionally be paid in US dollars if this is standard practice for locally recruited (GS/NPO) staff members. Where needed, the exchange rate shall be the official rate applied by UNESCO on the date of payment.

49. UNESCO shall be entitled to recover any payments made in error to an SC contract-holder. Unless otherwise agreed, reimbursement shall be made by deduction from the monthly or any other payments due, over a period agreed with the SC holder but not exceeding the unexpired period of the contract.

Income tax

50. The remuneration paid to SC holders is not exempt from any income tax which may be levied by the tax authorities in the country where work is performed or any other tax authorities.

51. UNESCO will not reimburse any taxes, duties or other contributions for which the SC holder may be personally liable in respect of payments made under the terms of his/her contract.

52. The SC holder will be solely and personally responsible for complying with tax laws that are applicable to them, and for paying of any taxes (in particular income tax), duties or other contributions for which he/she may be personally liable, under any tax laws applicable to them, in respect of any payments made to him/her under the terms of this contract.
Travel and Related expenses

Official travel on mission

53. SC holders authorized to travel on mission at UNESCO’s expense are entitled to travel expenses, which normally include the actual cost of transportation by an approved route, mode and standard of transportation, together with terminal expenses at approved rates and under approved conditions. All travel tickets will be purchased by UNESCO in advance of the actual travel, unless otherwise authorized.

54. Only transportation actually authorized and undertaken is reimbursable. Claims for reimbursement of expenses must be supported by receipts. Any claim for payments or reimbursements of travel expenses in contravention of these provisions may be rejected.

55. SC holders authorized to travel on mission at UNESCO’s expense shall receive the appropriate daily subsistence allowance established by ICSC (see also AM Manual Item 15.2). The level of allowance is subject to reduction should lodging or meals be provided free of charge by the Organization, by a Government or by a related institution.

Security

56. If travelling on behalf of the Organization, SC holders must complete the following mandatory security training courses and obtain the appropriate certificates:

   (a) Basic Security in the Field II (BSITF II);

   (b) Advanced Security in the Field (ASITF) - mandatory for all UNESCO personnel assigned or on official travel to a field duty station (i.e. any duty station which is not designated by ICSC as “H” category* under mobility and hardship scheme);

   (c) UNESCO Field Security Awareness Training. Certificates for both BSITF II and ASITF are valid for 3 years. The personnel is required, to undergo the re-certification of the above mentioned security trainings after that period. See also HR Item 17.4.

* Currently "H" duty stations are all duty stations where there is no development program (except EU) or are duty stations located in the following regions:

1. European Union;
2. USA and Canada;
3. Australia and New Zealand; and
4. Japan

57. SC holders must also request and obtain security clearance through UNDSS’s Travel Request Information Process (TRIP) system for the countries to be visited, before they travel, and obtain the prior approval of the Director/Head of Field Office to which their travel has been agreed.

58. AOs are responsible for monitoring these security requirements.
Chapter 13. Contractual arrangements

Leave

Annual leave

59. Annual leave shall be granted at the rate of 2½ days for each completed month of service, which is credited to the individual from the first day of his/her contract. The annual leave entitlement must be taken in full during the contract period, however up to 10 days can be carried forward if the contract is renewed. Compensation shall not be paid for unused leave at the end of the contract; and contracts must not be renewed solely for the purpose of allowing the SC contract holder to take unused annual leave from a previous contract.

60. If UNESCO terminates the contract of an SC holder before its expiry date, and he/she has any unused accrued annual leave, the contract holder shall take such leave before he/she is separated. If exigencies of service do not allow any such leave to be taken before separation, compensation for any untaken annual leave shall exceptionally be paid. In the event of the SC holder’s resignation, any untaken annual leave shall be taken before the separation; under no circumstances shall compensation be paid for untaken accrued annual leave.

61. If termination is the result of the contract-holder’s improper conduct or violation of any term of the contract, the SC may receive financial compensation for any untaken accrued annual leave.

Special leave

62. SC holders are not entitled to special leave during the period of their contracts.

Sick Leave

63. SC contract holders are entitled to 1 day of certified/uncertified paid sick leave per completed month of service, equivalent to 12 days per complete year of service. The total amount of sick leave shall be credited on the first day of his/her contract. Up to 12 days of unused sick leave may be carried forward if the contract is renewed.

64. If the SC contract holder leaves before the end of their contract, and they have taken more paid sick leave days than accrued through their actual length of service, the excess paid sick leave days taken shall be deducted from their final payment.

65. To qualify for paid sick leave, absences of more than three consecutive working days taken by SC contract holders must be supported by a medical certificate. Medical certification is also required after three uncertified sick leave days in any 6 month period.

Maternity leave

66. SC contract holders are entitled to 16 weeks maternity leave, subject to provision of a medical certificate from a qualified practitioner, which indicates the expected date of confinement. Once the period of maternity leave has started, no SC contract holder shall be separated during the period of maternity leave: the contract must be extended to cover the full period of maternity leave. For the purposes of this entitlement, maternity leave should not start less than 3 weeks before the expected date of childbirth and finish not less than 10 weeks after the expected date of childbirth.

Social Security

67. SC contract holders are not eligible for participation in UNESCO’s Medical Benefits Fund or UN Joint Staff Pension Fund, nor are they covered by UNESCO’s Staff Compensation Plan*.

*except for former staff members already participating in either or both MBF/Pension Fund.
68. The social security arrangements for the SC contract-holder must be clearly set out in the SC contract, whether they are registered in a local scheme or receiving an additional payment for registering in a private medical and/or pension scheme. The arrangements must be drawn to the attention of the individual before the contract is signed. The contract holder must provide the proof of affiliation to local or private social security scheme.

Medical and Pension coverage

Field Offices

69. Where available and where SC contract-holders are eligible to participate, local social security scheme shall be used to cover SC personnel for medical and pension benefits (but no other elements that may be provided by such schemes, unless these are mandatory). Upon proof of enrolment, UNESCO and the SC contract-holder shall pay their respective contributions at the appropriate rate. UNESCO is not responsible for registering SC personnel in schemes in the Field.

70. If there is no suitable local scheme, or if an individual is not eligible to be registered in the local scheme, up to 10% should be added to the SC holder’s remuneration each pay cycle to represent UNESCO’s sole contribution for pension and up to 5% to represent UNESCO’s sole contribution to medical insurance upon proof of registration in an appropriate pension and/or medical private scheme. If a local social security scheme can be used for pension or medical insurance purposes, but not both, UNESCO shall, upon proof, contribute its share of the local element of the scheme, at the rate set out in national law. In addition, and upon proof of their enrolment in a private scheme, up to 10% should be added to the SC holder’s remuneration if he/she is not covered for pension purposes in the local scheme, or up to 5% if he/she is not covered by medical insurance in a local scheme. The extra payments represent all UNESCO’s contribution towards the individual’s medical and pension benefits.

71. Offices should verify affiliation in a medical and a pension plan initially, and by requesting proof from the SC holder every time the contract is renewed or every 6 months, whichever is sooner. If no local or private plan is available in the duty station, HRM must be consulted.

Headquarters

72. SC holders working at Headquarters shall normally be affiliated to the French social security system (régime général de la sécurité sociale et des prestations familiales) in accordance with the provisions of the Agreement between France and UNESCO dated 26 August 1973 (Décret n°77-1121 du 22 septembre 1977). In such cases, the individual and UNESCO shall pay their respective contributions. UNESCO is not subject to the French unemployment regime (that is, UNEDIC - Pôle Emploi) or to the complementary retirement schemes (retraite complémentaire Agirc/Arrco).

Compensation for Service-incurred Injuries, Illnesses, Disability and Death

73. In the event of illness, injury, disability or death directly attributable to the performance of their official duties, SC contract-holders not affiliated to a national social security system or who are otherwise not covered against such risks by a national scheme shall be covered by a sickness and accident insurance policy as contracted by UNESCO, to offer compensation in the event of illness, injury, disability or death directly attributable to the performance of official duties.
74. If the incident for which the policy pays compensation is caused in circumstances that may give rise to legal liability on the part of a third party to pay damages, the Director-General may, as a condition for granting such compensation, require the person to whom it is granted to assign to UNESCO any right of action which he/she may have against the third party. The person shall thereupon furnish to the Organization any data or evidence available to him/her, and shall render whatever assistance may be required to pursue any claim or action against that third party. He/she shall not settle any such claim or action without the prior consent of UNESCO, and UNESCO shall be entitled itself to do so, or to request him/her to do so, on such terms as it deems reasonable.

G. Performance Evaluation

75. Evaluation of performance is both an obligation and a responsibility of immediate supervisors.

76. The immediate supervisor shall complete a short evaluation of a SC contract-holder's services at the end of his/her contract. In the case of successive contracts of one month or more, the evaluation should be carried out after the first contact and this shall remain valid for a period of 12 months (to include the duration of the initial contract), unless the immediate supervisor decides otherwise or on the request of the SC holder.

77. The evaluation of performance is one of the factors to take into account when deciding whether or not to renew an SC.

78. Evaluations should be kept in the SC contract-holder's personal file with the AO, and a copy of each evaluation shall be given to the contract-holder. The appropriate performance evaluation forms are attached as Appendix 13 E.

H. Expiration/extension

79. A SC does not carry any expectation of extension nor imply any right to such extension, and it shall expire according to its terms, without the requirement of prior notice or indemnity, on the date specified in the in the contract.

80. Nevertheless, at the discretion of the ADGs/ Directors of the Office/Bureau/Institute or Heads of Office, Service Contracts may be extended, based on operational need and the availability of sufficient funds, for periods of up to 12 months at a time. The total duration of successive Service Contracts at Headquarters shall not exceed 24 months in a 36-month period.

81. Extensions of SC are subject to documentary evidence of satisfactory service.

I. Separation

Notice period

82. The contractual period may be shortened at the initiative of the SC contract-holder, who may resign after giving 15 working days' notice. The Director of Division/Head of Office concerned may accept a resignation on shorter notice, after consulting HRM.

83. The contractual period may also be shortened at the initiative of the Organization if, at any time during the contractual period, the Director of Division/Head of Office, after consulting with DIR/HRM, determines that such action would be in the interests of the Organization. In such a case, the SC holder shall receive a minimum period of 15 working days' notice.

Termination indemnity and payment in lieu of notice

84. If UNESCO terminates the contract, and if no other assignment is offered, compensation equivalent to one week’s pay for each unexpired month of the contract shall be paid, subject to a maximum payment of 12 weeks.
85. In addition, compensatory pay in lieu of the notice period may be paid.

86. No notice or compensation is payable by UNESCO if the contract is terminated on grounds of improper conduct or violation of any term of the contract.

87. When termination of a Service Contract results from the death of the contract holder, his/her entitlement to receive pay ceases on the date of death.

J. Settlement of Disputes

88. Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by negotiation between the parties.

89. If it is not amicably settled it shall be finally settled by arbitration. The dispute shall be submitted to one of the following two arbitration procedures, whichever is preferred by the Service contract holder:

   a) the Chairman of the UNESCO Appeals Board acting as sole arbitrator, in accordance with rules to be agreed to by the parties, or

   b) To one arbitrator in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.

90. In either case, the arbitrator shall rule on the costs of arbitration, which shall be either apportioned between the two parties or paid by one of them only.

Appendices

1. Appendix 13 E - Service Contracts (SC)
HR Item 13.10. Individual consultant and other specialists contracts

A. Definition

1. Individuals employed as consultants, authors, photographers and film and video production specialists are recognized specialists or authorities working either in an advisory or consultative capacity, or providing the skills, expertise and knowledge needed for the delivery of a specific service or product. They should possess specialist skills and knowledge not readily available within UNESCO, and for which there is a temporary, short-term need, rather than a continuing need [1].

B. Purpose and Scope

2. The present Human Resources Manual Item covers the following types of contract issued to the following individual specialists[2]:

   (a) consultants[3]
   (b) authors[4]
   (c) photographers
   (d) film and video production specialists

3. The provisions of the present Human Resources Manual Item also apply to contracts issued to individual consultants and other specialists for a value of one US dollar or nominal remuneration. Such contracts must be signed by the Director-General.

C. Legal Status and Obligations

4. Individual consultants and other specialists are governed by the provisions of the present Human Resources Manual Item and the provisions of his/her contract, which shall determine the legal status and conditions of service, including those relating to obligations, copyright, termination and arbitration.

Legal Status

5. Individual consultants and other specialists are neither staff members under the UNESCO Staff Regulations and Staff Rules nor officials under the Convention on the Privileges and Immunities of the Specialized Agencies (21 November 1947). They may, however, be given the status of 'experts on mission' within the meaning of Annex IV of the said Convention.
Obligations

6. Individual consultants and other specialists shall refrain from conduct that may adversely reflect upon UNESCO and shall not engage in activities incompatible with the aims and objectives of the Organization. Under the terms of their contract, they undertake to carry out their work and regulate their conduct with the interest of UNESCO only in view, and to refrain from seeking or accepting any instruction from any authority external to the Organization, unless specifically authorized to do so by the Director-General.

7. They shall exercise the utmost discretion in all matters relating to the performance of their duties. Unless authorized by the Director-General, they must not use, nor communicate to any person or body external to the Organization, information that has not been made public and/or only became known to them through their association with UNESCO.

8. Individual consultants and other specialists must not enter into any financial commitments on behalf of UNESCO, nor be granted any certifying, approving or signing authority.

9. Should an individual consultant and/or other specialists, by malice or culpable negligence, involve UNESCO in unnecessary loss, expense or liability, he/she shall be held responsible and may be required to pay any financial compensation.

D. Preparation of Contract and Selection Procedures

Conditions

10. The staff member responsible for the contract must ensure that all of the following conditions are met before initiating the process of hiring an individual consultant and other specialists:

   (a) the assignment relates clearly to activities in UNESCO's programme;
   (b) the assignment does not duplicate work already carried out (or which could be carried out) by existing regular staff members;
   (c) the individual is an authority or specialist with skills, knowledge, expertise and/or experience not readily available within UNESCO;
   (d) the cost of the contract can be covered by regular or extrabudgetary funds;
   (e) the individual is not used for functions for which there is a continuing need in the Organization except in cases where services have been outsourced with the approval of the Director-General[5];
   (f) the individual is not used as a staff member, has no supervisory responsibilities, and does not have the authority to commit UNESCO financially;
   (g) the individual holds only one contract of any type with UNESCO at any one time.

Preparing Terms of Reference

11. The staff member responsible for the contract must establish clear, detailed terms of reference (ToR) for the assignment to be carried out in order to provide the basis for determining:

   (a) the level of the assignment;
   (b) the duration of the assignment;
(c) the minimum level of experience, knowledge, competencies and skills required to carry out the assignment;

(d) the appropriate level of remuneration; and therefore

(e) the most suitable individual to be selected.

12. The ToR for individual consultants and other specialists should describe the specific, time-limited tasks to be carried out and must be amended (see paragraphs 61-62 below) if the requirements assigned during the contract period subsequently change. ToR's must include:

(a) the specific tasks to be carried out (including any objectives and targets);

(b) expected outputs and achievements, including specific reference to any deliverables and/or reports;

(c) any performance indicators to be used for evaluation of the outcome/results, where appropriate.

13. In addition, the ToR for individual authors must be consistent with the provisions of UNESCO’s Publications’ Policy.

Selection

14. As individual consultants and other specialists are hired to provide expert advice or a specialist product or service, the paramount consideration in the selection process will be the individual’s level of expertise and experience and their ability to meet fully the requirements as defined in the ToR.

15. To ensure that the selection process is transparent, fair and secures value for money for the Organization, individuals must be selected in a competitive and objective manner.

16. The staff member responsible for the contract should consider geographical distribution and gender balance when selecting an individual where there is an equal level of competence amongst individuals from different geographical regions. They should also make every effort to tap into local expertise, and to select locally, for local projects.

17. To ensure that the Sectors, Bureaux/Offices and field offices have a pool of suitably qualified candidates to consider for new assignments, an up-to-date roster of individual consultants and other specialists with the appropriate experience, knowledge, skills and expertise should be set up and maintained. All individual consultants and other specialists must be registered on the roster prior to being hired\(^6\).

For further information on the preparation of the contract and selection procedures, see the relevant paragraphs in HR Appendices 13 F1 to F4.

Contracts of less than 20 000 USD

18. The staff member responsible for the contract should consider the curriculum vitae’s of at least three suitably qualified candidates for an assignment.
Contracts of 20 000 USD or more

19. For single contracts of 20 000 USD or more (excluding travel and daily subsistence allowance (DSA), at least three suitably qualified candidates should be asked to submit, in writing:

(a) an up-to-date curriculum vitae;
(b) a statement indicating how their qualifications and experience make them suitable for the assignment;
(c) an indication of the approach he/she would adopt to carry out the assignment, including any inputs that may be required from UNESCO;
(d) the overall cost of the assignment, expressed as an overall lump-sum. Any travel and subsistence requirements should be indicated separately.

Please see a template which could be sent to potential candidates, although its use is not mandatory.

Best Value for Money Approach – Assessment of Applications

20. All applications shall be assessed in accordance with the criteria set out in the ToR:

· Compliance with minimum requirements, e.g. academic qualifications or number of years of experience;
· Demonstrated technical and personal competences, e.g. subject matter understanding, analytical skills or communication skills.

21. The staff member responsible for the contract must apply the best value for money approach, which is designed to ensure that the proposal effectively meets UNESCO’s requirements, as described in the ToR, based on a combination of the candidate’s qualifications for the work assignment(s) and their proposed fee.

When the least costly proposal is not chosen

22. Where the use of the best value for money approach results in the selection of the not least costly proposal, the added value factors that led to the selection must be recorded by the staff member responsible for the contract in the appropriate Human Resources Form for Selection and Evaluation of individual consultants (Form HR 13-1a), individual authors (Form HR 13-1b), individual photographers (Form HR 13-1c) or individual film and video production specialists (Form HR 13-1d).

Waivers

23. There are a limited number of exceptional circumstances where a competitive process may be waived and the candidate selected even if fewer than three candidates were considered:

(a) where there is an emergency (e.g. post-conflict, post-disaster situations) and time pressure precludes a more thorough selection process. However time pressure or urgency due to poor planning by the Sector/Bureau/Office or field office will not qualify as a reason for waiver under this category;
(b) where an individual is internationally recognized as having exceptional or unique expertise, knowledge and skills and/or where the individual has specialist knowledge and/or skill that is rare and difficult to establish, such as required for artistic work;

(c) for contracts of 20,000 USD or more (excluding travel and DSA), where at least three suitably qualified candidates were approached, in writing (with proof of sending), to submit a written proposal for the assignment, but less than three responses were received;

(d) where the contract to be issued involves zero or nominal remuneration;

(e) where the assignment is a joint project, with pooled funds, with other Organizations of the United Nations Common System, or of the World Bank Group, where the selection rules of the other organization apply. [7]

24. A reasoned and documented justification for all waivers must be recorded in the appropriate Human Resources Form for Selection and Evaluation. Waivers must be approved, in writing, by the ADG, Director of Bureau/Office or the Director/Head of field office prior to the contract being issued. AO should keep a record of the requests and approvals of waivers to the requirement to consider at least three candidates.

For further information on preparation of the contract and selection procedures, see relevant procedures set out in HR Appendices 13 F1 to F4.

Restrictions Applicable to Certain Categories of Individuals

25. There are a number of restrictions governing the issuance of contracts to individual consultants, authors, photographers and film and video production specialists, including:

Family Ties

26. Contracts for individual consultants and other specialists must not be granted to individuals who are the father, mother, daughter, son, brother or sister of a UNESCO staff member, of a person contracted by the Organization or of a UNESCO fellow.

27. Contracts for individual consultants and other specialists may be issued to the spouse of a UNESCO staff member or of a person contracted by UNESCO or of a UNESCO fellow if the selection process determines that they are the best qualified for an assignment; and provided that the spouse does not work in the same Sector, Bureau or Office as individual consultant or other specialist. The clearance from DIR/HRM shall be obtained in case of an assignment to the same field office.

Loaned Personnel

28. Loaned personnel cannot be employed by UNESCO on any form of contract for 6 months after the end of their loan or secondment (see Human Resources Manual Item 13.17).
Use of Former UNESCO/UN Staff Members

29. Former UNESCO/UN staff members receiving a pension from the United Nations Joint Staff Pension Fund (UNJSPF) can be hired as individual consultants or other specialists only under the following conditions:
   · at least three months have elapsed since the date of their retirement;
   · they are not engaged at a remuneration level higher than their remuneration at retirement.

30. In cases where former UNESCO/UN staff members left the Organization before the mandatory retirement age under an agreed early separation arrangement, a period of time additional to the above-mentioned three months has elapsed equivalent to the months of salary paid in the separation package. Thus, an individual who left UNESCO with an early separation package of 12 months pay cannot be hired as an individual consultant or other specialist within 15 months of their departure (e.g. 12 months, plus the foreseen three months break after retirement).

Incompatibility of Professional Status

31. In order to avoid the perception of lack of independence or conflict of interest, the individual selected for an assignment must not be:
   · a fellow or a holder of another contract of any type with UNESCO at the same time as the proposed contract;
   · a member of the Executive Board or an Alternate during his/her term of office until at least 18 months have elapsed from the date of cessation of their representational functions;
   · a member of UNESCO Committees, International Programme Governing Body or National Commission;
   · the External Auditor and his/her staff who have participated in the audit of the Organization during the two financial periods (e.g. two biennia) following completion of their mandate;
   · a member of the Oversight Advisory Committee for 5 years following the expiry of his/her term;
   · other officials with oversight responsibilities, including members of the Advisory Committee on Administrative and Budgetary Questions (ACABQ), International Civil Service Commission (ICSC), Joint Inspection Unit (JIU) or other similar bodies in the United Nations system, who have had oversight responsibilities over UNESCO, during their service and within 4 years of ceasing that service.

Preparing and Approving the Contract

32. Individuals hired by UNESCO to provide short-term expertise shall be issued one of the following contracts:
   (a) Contract for Individual Consultants (Form HR 13-2);
   (b) Contract for Individual Authors (Form HR 13-6);
   (c) Contract for Individual Photographers (Form HR 13-7);
(d) Contract for Individual Film and Video Production Specialists (Form HR 13-8).

The contracts for individual consultants or other specialists cannot be issued to legal entities, eg Government, NGO or private companies. In such cases, contracts with profit organizations or with non-profit organizations should be issued, as appropriate (see Administrative Manual Chapter 7).

Duration of Contract

33. The contract duration must be linked directly to the Terms of Reference (ToR). Individuals may be hired for up to 11 months in a consecutive 12 months period (whether on a full-time or part-time basis, and irrespective of the source of funding) or be issued with a contract specifying a product or service delivery date of up to 12 months ahead.

34. The end-date of contracts financed under the Regular Programme must not extend beyond the end of the biennium. Contracts funded from extra-budgetary sources may extend beyond the end of the biennium, but are bound by the project timeline agreed with the donor.

Determination of the Level of Assignment and Remuneration

Overall Lump-Sum Payment

35. The individual consultants or other specialists should be requested to submit a cost proposal in the form of a lump sum. The amount should correspond to the minimum amount necessary to obtain the level of service/product required. Such a lump sum should include the individual's remuneration and, where applicable, an amount to cover any other general expenses needed for the provision of the service or product. Travel expenses should be drawn up separately.

36. In obtaining competitive amounts, the staff member responsible for the contract should take the following elements into account:

(a) for assignments involving intellectual services (consultative or advisory), by referring to the nature and duration of tasks to be carried out and the monthly or daily rates set out in Table 13-1 of Human Resources Appendix 13 F-1, Part 1;

(b) for assignments involving a material service or product, by referring to prevailing market rates, where these are known and relevant.

37. The method and currency of payment must be agreed and set out in the contract before the work starts (see paragraphs 63-64 below).

Individual Consultants

38. Individuals hired on an individual consultant contract may be paid a lump sum amount which is established on the basis of a monthly or daily rate for the period of the contract or receive an overall lump sum taking into account all relevant factors, e.g. local market rates.

39. Where the lump sum is established on the basis of a daily or monthly rate, the staff member responsible for the contract should establish the level of the assignment using one of the four levels set out in Table 1 below. The level should reflect the scope and complexity of tasks to be performed, the expertise, skills and experience required and the outputs or deliverables expected.
Table 1: Levels of Assignment and Remuneration*

* see Individual Consultant Rates applicable as of 18 March 2013

| Level One | · At least 2 years relevant professional experience;
|           | · Directly provides technical assistance and support on project activities or has high technical skills, expertise and knowledge required to deliver a specific service or product. |
| Level Two | · At least 5 years relevant professional experience;
|           | · Possesses analytical skills and knowledge of different methods and procedures, provides advice, guidance, counselling, planning and/or makes specific proposals. |
| Level Three | · At least 10 years relevant professional experience;
|           | · An advisory assignment bringing critical input to a project or programme or assuming senior level responsibilities. Analyses complex issues or develops new methods and/or approaches, which require identification and the in-depth examination of technical factors. Provides solutions to technical problems or formulates policy proposals. |
| Level Four | · Over 15 years of highly specialized, specific professional experience, considered an authority in their field;
|           | · Used in exceptional cases only, for assignments providing authoritative advice on policy and/or strategic issues which are likely to commit UNESCO to a particular action and directly affect major systems, projects and programmes. |

40. When the lump sum payable to the individual consultants is based on monthly or daily rates, the rates set out in Table 1, Human Resources Appendix 13 F-1, Part 1 should be used:

a) For contracts of less than one month, individual consultants should be paid at the appropriate daily rate for each actual day of work;

b) For contracts of one calendar month or more, individual consultants should be paid the appropriate monthly rate for each complete month of service. Any period of less than one month should be calculated on the basis of number of actual days of work involved.

41. The monthly and daily rates set out in Table 1 of Human Resources Appendix 13 F-1, Part 1 are maximum ("up to") rates. This provides the staff member responsible for the contract with the flexibility to establish the appropriate level of remuneration, as necessary, to obtain the expertise, skills, experience and/or quality of service required, by means of negotiation which reflects the particular situation and takes account of all relevant factors, e.g. local market rates.

Further information on the remuneration is set out in Preparation of the contract and selection procedures (see Human Resources Appendices 13 F1 to 4, Part 1).

42. Where the monthly/daily rates exceed those set out in Table 1 of Human Resources Appendix 13 F-1, Part 1, their use must be recorded by the staff member responsible for the contract in the Human Resources Form for Selection and Evaluation of Individual Consultants (HR 13-1a) and approved by the ADG, Director of Bureau or Office or the Director/Head of field office.

43. AOs are required to monitor the levels and rates used for different assignments to ensure consistency of approach across the Sector/Bureau/Office and field office.
Individual Authors, Photographers and Film and Video Production Specialists

44. The four assignment levels defined above shall not apply to individual authors, photographers and film and video production specialists. In determining their remuneration, the staff member responsible for the contract should ensure that the amount to be paid is the minimum necessary to obtain the level of intellectual or material service required, and that it represents value for money for UNESCO. The staff member responsible for the contract should take into account the experience, expertise and skills needed to deliver the product or service at the level of quality required, any associated costs linked to its delivery, and any prevailing market rates where these are known and relevant.

45. Where no relevant local market rate can be identified, the staff member responsible for the contract may use the monthly or daily rates established for individual consultants (see paragraphs 40-41 above) for reference purposes.

46. AOs are required to monitor the levels of remuneration used for different assignments of individual authors, photographers and film and video production specialists to ensure consistency of approach across the Sector/Bureau/Office and field office.

Certification and Approval

47. The approval of contracts commits UNESCO funds, for which its Financial Regulations and Rules apply, including the need for proper certification and approval authority.

AO Certification

48. The AO checks that:

(a) the appropriate type of contract and contract form has been used;

(b) the selection procedures follow the requirements of the present Human Resources Manual Item;

(c) the proposed contract complies with the provisions of UNESCO’s Financial Regulations and Rules; and

(d) appropriate Human Resources Form for Selection and Evaluation of individual consultants (Form HR 13-1a), individual authors (Form HR 13-1b), individual photographers (Form HR 13-1c) or individual film and video production specialists (Form HR 13-1d) has been duly filled in and signed by the officials concerned prior to certifying the contract and raising the related commitment.

Approval Authority

49. Provided the AO has given his/her clearance, the Director of Bureau/Division/Office or the Director/Head of field office is responsible for approving and signing the contracts for individual consultants, authors, photographers and film and video production specialists. However, if he/she was responsible for drawing up the contract, his/her supervisor should be asked to approve and sign the contract.
50. Contracts issued to **individual authors** also require the prior clearance from the designated Publication Officer in the Programme Sector or Regional Bureau/Office before approval by the Director of Bureau/Division/Office or the Director/Head of field office.

51. Contracts issued to **individual photographers or film and video specialists** also require the prior clearance from ADG/ERI or his/her authorized representative before approval by the Director of Bureau/Division/Office or the Director/Head of field office.

52. In addition to the applicable provisions of paragraphs 50 and 51, the ADG/Director of Bureau, Office or the Director/Head of field office is responsible for approving contracts in the following cases (although such contracts should still be **signed** by the Director of Bureau, Division/Office or the Director/Head of field office):

   (a) when a waiver is requested so that fewer than three candidates can be considered (see paragraph 23 above);

   (b) when, for contracts of 20 000 USD or more (excluding travel and DSA), the least costly proposal is not selected by the staff member responsible for the contract (see paragraph 19 above);

   (c) when the contract is issued to the spouse of a staff member or of a person contracted by UNESCO or a UNESCO fellow (see paragraph 27 above);

   (d) when the contract is to be issued to a former UNESCO/UN staff member receiving a UNJSPF pension benefit or to a former UNESCO staff member who separated under an agreed separation arrangement (see paragraphs 29 and 30 above);

   (e) when the daily or monthly rate proposed to an individual consultant exceeds the rates in Table 1, Human Resources Appendix 13 F-1, Part 1;

   (f) when the value of the contract exceeds 100 000 USD, following clearance by DIR/HRM and approval by the Headquarters Contracts Committee (paragraph 54 below).

53. In the cases set out in paragraph 52, the staff member responsible for the contract must record the justification for the exception (for selection, rates, etc.) in the appropriate Human Resources Form for Selection and Evaluation. AOs are requested to keep a record of requests and approvals of waivers to the requirement to consider at least three candidates.

### Approval of Contracts over 100 000 USD

54. When the overall value of a single contract (excluding travel and DSA) is above 100 000 USD, or the proposed contract will mean that the cumulative value of contracts issued to the same individual will exceed 100 000 USD in the same calendar year, the proposed contract must be submitted for the prior clearance of DIR/HRM and then approval of the Headquarters Contracts Committee. If approved, the contract must then be submitted to the ADG, Director of Bureau/Office or Director/Head of field office for approval.

### Approval of Contracts for one US dollar or with Nominal Remuneration

55. All contracts for individual consultants, authors, photographers and film and video production specialists **for one US dollar or with nominal remuneration** must be submitted by the ADG, Director of Bureau or Head of Field Office to Dir/ODG, for approval and signature by the Director-General.
The following clearances have to be obtained by the staff member responsible for the contract in the following cases:

a) In the case of Author’s contract, clearance from the Publication Officer is required;

b) For photographers and film and video production specialists’ contracts, clearance from ADG/ERI is required.

If travel is envisaged, the AO has to confirm that sufficient funds are available (for travel and DSA as applicable).

Medical Certification

By signing the contract, the individual consultant or other specialist declares that he or she is in good health; has no condition that would prevent him or her from carrying out the work foreseen under the contract; and has obtained any necessary inoculations or other medical precautions necessary for him or her to travel to and work in the area(s) foreseen under the contract. The individual consultant or other specialist will be held fully responsible for this declaration.

Any individual consultant aged 70 or more who is to be issued a contract of 15 days or more must undergo a full medical examination prior to being hired when travel is required. The results of this examination should be forwarded to UNESCO’s Chief Medical Officer (CMO), whose prior clearance must be obtained before the individual consultant can be hired. Where travel is not required, the individual consultant shall provide a certificate from general practitioner confirming his/her fitness to perform the assignment as described in the Terms of Reference.

In addition, individual consultants selected for an assignment may be required to undergo further medical tests before a contract can be concluded, if required by the CMO.

Signature and Starting Date

By signing a contract, the Director of Bureau/Division/Office or the Director/Head of field office confirms that:

(a) the terms of reference reflect programme and operational objectives of the Sector, Bureau, Office or field office;

(b) the contract commitment complies with UNESCO’s Financial Regulations and Rules;

(c) the selection process and payment corresponds with the provisions of the present Human Resources Manual Item;

(d) the assignment will not start or any payment be made if the contract has not been signed by the individual consultant or other specialist and UNESCO.

Further information about the approval process is set out in HR Appendix 13F, 1-4.

Any amendment to a contract (including to the additional tasks assigned or to the travel requirements) must be agreed and signed by both parties within the contractual period, i.e. after commencement of the contract and before its end-date. In amending the contract, the staff member responsible for the contract must ensure that the individual has the knowledge, skills and experience to perform the new tasks to the required standard and still offers the best value for money. Any changes to the duration of the contract must be consistent with the limits set out in paragraphs 33 to 34 above.
62. If the revised contract is in excess of 100,000 USD, it must be cleared by DIR/HRM, approved by the Headquarters Contracts Committee, approved and signed by the ADG, Director of Bureau/Office or Director/Head of field office (see paragraph 54 above).

Further information about amendments to the contract is set out in HR Appendices 13 F1 to 4.

E. Conditions of Service

Payments

63. The contract may be drawn up, and the payments made, in United States Dollars, Euros or currencies in which UNESCO holds a bank account[11]. Only one currency can be used in any one contract. The UN’s official operational exchange rate on the date the contract is signed should be applicable, if necessary, to convert amounts into another currency. No adjustments will be made for any variation in exchange rates which may occur during the contract period.

64. All payments will be made by bank transfer. UNESCO will be responsible for its own banking fees, but any possible intermediary banking fees, as well as the individual’s own banking fees, are the responsibility of the individual consultant or other specialist.

65. Advance payments can only be authorized for expenses necessarily incurred by the individual consultant or other specialist to prepare for an assignment (e.g. travel, equipment). They cannot be made against the payments for the actual service to be provided. The individual consultant or other specialist should submit requests for advance payments, in writing, and with the appropriate justification, to the staff member responsible for the contract.

66. Requests for payments, whether final or staggered, should be submitted by the individual consultant or other specialist to the staff member responsible for the contract, with appropriate justification (e.g. production of an interim report).

67. No payments, whether final or staggered, may be processed until all specified reports and/or deliverables have been received and approved by the staff member responsible for the contract (e.g. Programme Specialist, Chief of Section) and submitted to the AO.

68. Staggered payments shall only be authorized if:

(a) the different activities can be separately identified and evaluated, and for contracts exceeding one month;

(b) all the tasks as specified in the contract have been carried out to the required standard.

69. Final payments shall only be authorized if:

(a) all specified reports and/or deliverables have been received and approved by the staff member responsible for the contract;

(b) the product or service has been evaluated, and the evaluation section of the appropriate Human Resources Form for Selection and Evaluation of individual consultants (HR 13-1a), individual authors (HR 13-1b), individual photographers (HR 13-1c) or individual film and video production specialists (HR 13-1d) has been duly completed.
Further information about the payments is set out in Procedure on processing of payments for contracts (see Human Resources Appendix 13 F, Part 4).

Taxes

70. UNESCO will not reimburse any taxes, duties or other contributions for which individuals may be liable in respect of any payments made to them under the terms of their contract.

Insurance

71. Individuals issued with a contract for individual consultants or other specialists are covered by UNESCO’s insurance policy for work-related illness, injury, accidents or death whilst performing their official duties or travelling on behalf of the Organization. The insurance premium for the coverage, as determined by Pension and Insurance Section (HRM/SPI), must be included in the financial commitment for the contract.

Social Benefits

72. Individual consultants and other specialists shall be responsible for arranging, at their own expense, any medical insurance that they consider necessary during the contract period. Unless they are affiliated by virtue of their status as former staff members, they cannot be enrolled in the UNESCO’s Medical Benefit Fund or United Nations Joint Staff Pension Fund.

73. Individual consultants and other specialists are not entitled to paid annual or sick leave.

Travel

74. If required to travel on UNESCO’s behalf, individual consultants and other specialists may be issued with a travel order and/or certificate confirming that they are travelling on behalf of the Organization to facilitate their travel, in accordance with the provisions of Article VIII of the Convention on Privileges and Immunities of the Specialized Agencies (21 November 1947).

75. Individual consultants and other specialists should travel economy class and receive DSA at no more than 75% of the standard rate (and which should be reduced, as necessary, when the number of days of DSA exceeds the limits stipulated in the table of rates published by ICSC). However, lower rates may be paid where negotiated by the staff member responsible for the contract. DSA is only payable to individuals carrying out assignments away from their usual place of residence or work.

76. When negotiating contracts, travel-related expenses (e.g. the cost of tickets, terminal fares and DSA) must be fixed and agreed between the parties.

77. Individual consultants or other specialists are expected to make their own travel arrangements and should be provided with a lump sum to cover travel-related expenses, which may be paid in advance. UNESCO cannot accept responsibility for a claim or refund that may arise from the travel arrangements made. Staff members responsible for the contract should advise individual consultants or other specialists to take out appropriate cancellation insurance when finalising travel arrangements. However, Offices may decide to help individual consultants or specialists with travel arrangements e.g. if they can obtain travel tickets at more favourable prices.
78. Exceptions to these provisions must be approved by the ADG, Director of Bureau or Office or the Director/Head of field office but in no case should the travel class or the DSA rate exceed that applicable to staff members.

Security

79. If travelling on behalf of the Organization, individual consultants and other specialists must complete the following mandatory security training courses and obtain the appropriate certificates:

(a) Basic Security in the Field II (BSITF II);
(b) Advanced Security in the Field (ASITF) - mandatory for all UNESCO personnel assigned or on official travel to a field duty station (i.e. any duty station which is not designated by ICSC as "H" category* under mobility and hardship scheme);
(c) UNESCO Field Security Awareness Training.

Certificates for both BSITF II and ASITF are valid for 3 years. The personnel is required, to undergo the re-certification of the above mentioned security trainings after that period. See also HR Item 17.4.

* Currently "H" duty stations are all duty stations where there is no development program (except EU) or are duty stations located in the following regions:

1. European Union;
2. USA and Canada;
3. Australia and New Zealand; and
4. Japan

80. Individual consultants and other specialists must also request and obtain security clearance through UNDSS’s Travel Request Information Process (TRIP) system for the countries to be visited, before they travel, and obtain the prior approval of the Director/Head of the field office to which their travel has been agreed.

81. AOs are responsible for monitoring these security requirements.

Further information on security clearance and field security training programmes can be found on the Intranet, accessed via the Travel portal on the homepage.

F. Evaluation

82. The staff member responsible for the contract must ensure that a final evaluation of the assignment is carried out on its completion and recorded in the appropriate Human Resources Form for Selection and Evaluation of individual consultants (HR 13-1a), individual authors (HR 13-1b), individual photographers (HR 13-1c) or individual film and video production specialists (HR 13-1d). He or she should provide a qualitative assessment of the services provided, taking account of expected outputs and achievements, as well as any related performance indicators. The evaluation must be duly filled in and signed by the staff member concerned before a final payment is authorized.

83. The staff member responsible for an author’s contract should, in particular, assess whether the publication/manuscript achieved its overall objectives in relation to the performance indicators, where they have been set, and reached the target audience.
84. The completed evaluation form will be available to other staff members who wish to judge the potential suitability of individuals for an assignment within UNESCO.

85. For contracts over 20 000 USD (excluding travel and DSA), and to supplement the evaluation carried out under paragraph 82, the staff member responsible for the contract is encouraged to re-assess the service or product 3 to 6 months after the end of the assignment in the light of the use made of the work of the individual consultant or other specialist and the value for money obtained by the Organization. Such assessments should be filed with the rest of the contract documentation.

Further information about evaluation is set out in HR Appendix 13 F, 1-4.

G. Termination

86. UNESCO or the individual consultant or other specialist may cancel the contract before it has come into effect by giving written notice to the other party. For contracts of less than 2 months the period of notice is 5 days, for longer contracts – 14 days. No compensation shall be payable in such cases. Should UNESCO cancel the contract with shorter notice, the individual consultant or other specialist is entitled to 5% of payment for each month of service provided by the contract, subject to a maximum of 30% of the total amount.

87. Once the contract has come into effect, it may be terminated by either party at any time before the expiry date with 2 weeks written notice for contracts of 6 months or less, or 1 month’s written notice if the contract is for more than 6 months. If UNESCO terminates the contract, the individual consultant or other specialist is entitled to an indemnity of 5% of payment for each remaining aggregated period of service equivalent to one month, subject to a maximum payment of 30% of the total amount. In the event of termination by the individual consultant or other specialist, or of the inability of the individual consultant or other specialist to carry out fully its terms, UNESCO may deduct from any payments due an amount equivalent to any losses caused to the Organization, taking into consideration the extent to which the assignment has been completed.

88. Notwithstanding the provisions of paragraphs 86 and 87, in the event of breach of contract, including false declarations, on the part of the individual consultant or other specialist, the contract may be immediately terminated by UNESCO without notice or indemnity.

H. Arbitration

89. Any controversy or dispute concerning the execution or interpretation of the contract for individual consultants and other specialists shall be settled by negotiation between the parties. If it is not amicably settled, it shall be submitted, at the initiative of either party, either to the Chairperson of the UNESCO Appeals Board or be the subject of an arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules in force. The arbitrator shall rule upon the costs of arbitration, which shall be either apportioned between the two parties or paid by one of them only. The arbitral award shall be final and irrevocable.

90. The party initiating the procedure shall decide which of the two procedures shall apply.

I. Accountability

91. The ADG, Director of Bureau/Office/Division or the Director/Head of field office is responsible for ensuring compliance with the provisions set out in the present Human Resources Manual Item regarding selection, evaluation and payment and any other instructions and procedures, including the relevant sections of the Table of Delegated Authority and Accountability (see Human Resources Appendix 1 B).
J. Monitoring and Reporting

92. The Bureau of Human Resources Management (HRM) and the Bureau of Financial Management (BFM) monitor contracts issued to individual consultants, authors, photographers and film and video production specialists, both in Headquarters and field offices, on a regular basis.

93. The Director-General reports regularly to the Executive Board on the Secretariat’s use of individual consultants and other specialists, both at Headquarters and in field offices. This report, prepared by HRM, includes quantitative data by Sector, Bureau, Office and field office, including the number, cost and duration of contracts, as well as data on gender and nationality.

[1] Individuals employed for other forms of temporary assistance continue to be covered by the established temporary contractual framework (see Human Resources Manual Item 13.5)
[2] The contract for individual consultants and other specialists cannot be used for contractual arrangements with Governments, IGOs, NGOs and other legal entities. In these cases, contracts with profit organizations or contracts with non-profit organizations should be issued as appropriate (see Administrative Manual Chapter 7).
[3] This type of contract may also be used for individuals providing translation services or technical expertise (such as proof-readers, graphic designers and desktop publishers) and for language teachers.
[4] See also UNESCO’s Publication Guide
[5] 179 EX/Decision -33 “Report by the Director-General on the use of consultant and fee contracts by the Secretariat”
[6] This requirement will come into effect when the new individual Consultant and other Specialist roster is available on-line.
[7] It is prerequisite that prior to the establishment of any contract for individual consultants or other specialists, UNESCO ensures the legal framework for cooperation with an Organization of the United Nations Common System, or of the World Bank Group, on the implementation of a joint project/activity.
[9] See the 35 C/Resolution Statutes and Terms of Reference for UNESCO Oversight Advisory Committee.
[10] Human Resources Manual Item 13.5 describes the other temporary assistance contracts available within UNESCO, which vary according to the type of assignment and the expected duration.

Key Documents

1. Template - proposal request HR Item 13.10
2. FAQs Consultants
3. Individual Consultant Rates as of 18 March 2013

Forms

1. Form HR 13-1a Selection and evaluation (Individual consultants)
2. Form HR 13-1b Selection and evaluation (Authors)
3. Form HR 13-1c Selection and evaluation (Photographers)
4. Form HR 13-1d Selection and evaluation (Film and video production specialists)
5. Form HR 13-2 Contract for individual consultants
6. Form HR 13-6 Contract for Individual Authors
7. Form HR 13-7 Contract for Individuals Photographers
8. Form HR 13-8 Contract for Individual Video and Film Production Specialists
9. HR Form 13-1e A Model for Assessing Proposals

Appendices

1. HR Appendix 13 F-1 Individual Consultant Contracts Guidelines
2. HR Appendix 13 F-2 Individual Authors Contracts Guidelines
3. HR Appendix 13 F-3 Individual film and video production specialists guidelines
4. HR Appendix 13 F-4 Individual Photographers contracts Guidelines

Published on 16.12.2009 Updated on 30.06.2015 80
HR Item 13.11. Short-term contracts for free-lance interpreters and translators

A. Purpose

1. The short-term contract for free-lance Interpreters and Translators is used to obtain high-quality language services staff to support UNESCO’s conference services.

2. The conditions of service provided under these contracts have been established in compliance with the terms of Agreements, ratified by UNESCO, between two professional associations - Association Internationale des Interprètes de Conférence and Association Internationale des Traducteurs de Conférence - and the Organizations of the United Nations common system of salaries, allowances and benefits.

B. Legal provisions

3. Interpreters and Translators hired under a short-term appointment are governed by the provisions of UNESCO Staff Regulations and Rules except for special conditions of service and remuneration defined by the specific terms of their contracts and the relevant provisions of the AIIC and AITC Agreements. See HR Appendix 13 G (AIIC and AITC agreements).

C. Recruitment

4. Approving a short-term appointment for a free-lance Interpreter or Translator commits UNESCO funds, and constitutes a financial transaction to which the Financial Regulations and Rules are fully applicable, including the need for proper certification and approval authority.

5. Recruitment of free-lance Interpreters or Translators does not require establishment of a post or a classified job description. In all cases, Interpreters or Translators should be issued with clear terms of reference including a short description of the duties and expected requirements. The appointments may be funded from the Regular Budget or against Extra-Budgetary funds.

6. Short-term appointments for Interpreters or Translators do not require a vacancy to be advertised, or views sought from the Appointment Review Board (ARB). Recruitment authority is delegated to DIR/MSS/CLD, who shall establish the appropriate responsibilities and authorities in CLD. In all cases, the highest standards of efficiency, competence and integrity shall be of a paramount importance when recruiting Interpreters and Translators.

7. The recruitment process is finalised by the AO entering the contract details in SESAM.
D. Appointment

Status, obligations and privileges

8. Interpreters and Translators employed under a short-term appointment shall have the status of staff members of UNESCO for the duration of the contract and enjoy the privileges and immunities which are accorded to that status.

9. Interpreters and Translators shall be bound by the Standards of Conduct for the International Civil Service, including the obligation to discharge their functions and regulate their conduct with the interests of the Organization only in view, and not to seek or accept instructions in regard to the performance of their duties from any authority external to the Organization.

10. Interpreters and Translators are considered external candidates when applying for vacant posts in the Secretariat.

Terms of Appointment

11. Once selected, Interpreters or Translators shall be issued with a signed copy of their contract. If granted a short-term appointment by UNESCO for the first time, they shall also receive a copy of UNESCO Staff Regulations and Staff Rules, the Standards of Conduct for the International Civil Service, the Staff Compensation Plan and a copy of the AIIC or AITC agreement.

12. Candidates shall indicate their acceptance of the appointment by signing and returning a copy of the contract. In signing, they accept explicitly the Declaration of Service as an international civil servant and declare that they have taken cognizance of the Staff Regulations and Staff Rules, and that they accept their terms and any changes which may be duly made thereto.

13. The signed contract and annexes constitutes the contract of employment for short-term Interpreters or Translators.

Duration of Appointment

14. Short-term appointments may be granted for any period of up to 6 months. Subsequently, they may be renewed for periods of up 6 months.

15. These contracts do not carry any expectancy of renewal or conversion to another type of contract and all candidates shall be made aware of the time-limited non-career nature of their appointment.

Limitations on Appointment

16. Except when another person equally qualified cannot be recruited, a short-term appointment shall not be granted to:

   (a) a candidate who is not a citizen of a Member State;

   (b) a candidate who is the father, mother, son, daughter, brother or sister of a UNESCO staff member.

   The spouse of a staff member may be appointed as a short-term interpreter or translator provided that he/she is fully qualified for the assignment for which he or she is being considered and that the spouse is not given any preference by virtue of the relationship to the staff member.

17. If a candidate as described in paragraph 16(b) is appointed, he/she shall not be assigned to work in the same Division or Office as the staff member.

Medical Clearance
18. Interpreters and Translators shall be required to submit a statement of good health before they take up their duties and to take full responsibility for the accuracy of that statement, including confirmation that they have been fully informed about inoculations required for the country or countries to which travel is authorized.

Security Clearance

19. Free-lance Interpreters and Translators are required to complete any prescribed security training and awareness programmes, and obtain the appropriate security training certificates, before they take up their duties. See HR Item 17.4.

Effective Date of Appointment

20. The date of appointment of Interpreters and Translators whose professional domicile is within commuting distance of the duty station shall be the date on which they take up their duties. For those whose professional domicile is beyond commuting distance, the date of appointment shall be the date on which they start the authorized travel to take up their duties. They shall receive the equivalent of 50% of the daily base pay rate for the day preceding the appointment and the day following the end of the appointment, and 100% of the daily base pay rate for any additional day(s) of travel before or after the appointment, provided that:

(a) the most rapid means of transport is used to travel to and from the place of work;

(b) it is necessary to travel on the day(s) immediately preceding or following appointment;

(c) they do not receive from another source any similar sum or salary for the day(s) concerned.

Probationary period

21. There is no probationary period for free-lance Interpreters and Translators.

E. Conditions of Service

Working Hours

22. For the duration of their contract, the working hours of the short-term Interpreters and Translators shall be set out in the contract, which should be established in accordance with the provisions of the AIIC or AITC agreement, as appropriate.

Remuneration

23. The level of remuneration of free-lance Interpreters is established on the basis of their professional domicile, prior professional experience and the number of work sessions for which they are required, as defined in the AIIC Agreement.

The level of remuneration of free-lance Translators is established on the basis of their place of work, professional domicile, prior professional experience and the actual days on which they are required to work, as defined in the AITC Agreement. They are not paid for the week-ends unless they are actually required to work on such days during the period of their contract.

The daily net remuneration rates of free-lance Interpreters and Translators are set out in the Agreements and periodically updated by the Secretariat of the Chief Executives Board of the UN Agencies. The latest rates are published in HR Appendix 13 G.

24. Interpreters and Translators are not entitled to receive any other allowances, although they may be eligible for danger pay at duty stations where it is payable, under the same conditions as for staff members in established posts.
25. Interpreters and Translators shall be exempt from all direct taxation on their remuneration from UNESCO by virtue of their staff member status.

26. The remuneration of Interpreters and Translators shall normally be paid in local currency, or as set out in the relevant agreement. However, remuneration may be paid in another currency if mutually agreed between the Organisation and the staff member concerned.

Travel and Related entitlements

27. Interpreters and Translators may be granted the following travel and related entitlements:

(a) Initial travel to the duty station on appointment, if their professional domicile is beyond commuting distance of the duty station. Travel shall be from the professional domicile (or from another place within the same cost) to the place of work;

(b) Return travel from the place of work to the professional domicile (or another place within the same cost) at the end of the appointment, if the initial travel to the duty station was paid by the Organization.

Leave

Annual leave

28. Interpreters and Translators engaged on a monthly appointment basis shall accrue annual leave at the rate of 2.5 working days for each month of service (to be pro-rated as necessary). Those appointed on a daily basis are not entitled to annual leave.

29. Subject to exigencies of service, such annual leave as granted shall be taken within the period of the contract. Unused accrued annual leave shall be financially compensated at the end of the assignment.

Sick leave

30. Free-lance Interpreters and Translators are entitled to paid sick leave at the rate of one day of absence in respect of each period of two weeks' work or in respect of the total period of their appointment if less than two weeks. Any absence due to illness of more than three consecutive days shall be justified by submission of a certificate from a physician and must be approved by UNESCO's Chief Medical Officer.

Maternity leave

31. Interpreters and translators are not eligible for paid maternity leave from UNESCO.

Special leave

32. Interpreters and translators are not eligible for special leave with pay, half pay or without pay when under contract with UNESCO.

Social Security

33. Interpreters and translators on short-term appointments are not eligible to participate in the Medical Benefits Fund or the United Nations Joint Staff Pension Fund, although those staff who are already participants as a result of their previous service in UNESCO or another UN agency as a staff member shall continue their participation.
34. In line with the arrangements governing temporary staff member appointments, interpreters and Translators who are nationals of the country in which they shall be working, or whose status makes it possible for them to affiliate by the local social security system, shall normally be covered by those arrangements. In these cases, UNESCO and the staff member shall pay their respective contributions to the local system, in line with the existing legislation. Those not eligible to be affiliated to the local system shall be covered by a sickness and accident insurance policy contracted by UNESCO, to which they shall contribute via deductions from salary.

If free lance Translators are affiliated to the local social security system or are in receipt of a pension benefit from the UN Pension Fund, they are not entitled to receive the 9% supplement for social security added to base salary under the AITC agreement.

35. Notwithstanding the provisions in paragraph 34, Interpreters and Translators who furnish proof that they have comparable medical cover in their personal capacity shall not be affiliated to a local security scheme. Furthermore, UNESCO may, upon request from an interpreter or translator, deduct social security contributions from their salary, to be paid into the "Caisse de pensions des interprètes et traducteurs de conférence" or the "Caisse de prévoyance d'interprètes de conférence" on their behalf.

Compensation for Service - incurred injuries, illness, disability and death

36. In the event of illness, injury, disability or death that is directly attributable to the performance of official duties, interpreters and translators shall be covered by the Lloyd's sickness and accident insurance policy contracted by UNESCO.

F. Termination

37. The contract expires on the date set out in the contract. Either party may terminate the contract at any time prior to its expiry date, giving the other party a minimum of 5 working days notice in advance of the date of termination. Should UNESCO terminate the appointment after it has started, it shall pay the Interpreter or Translator an indemnity equivalent to 100% of the daily rate in respect of the unexpired period of the appointment. In addition, and in lieu of notice, a compensatory payment may be authorized, equivalent to the salary and applicable allowances for the duration of the notice period, at the rate in effect on the last day of service.

38. In the case of termination for reasons including abandonment of duties, wilful misconduct or unsatisfactory service, the contract holder shall not be entitled to any notice or indemnities.

39. Interpreters and Translators are expected to make every effort to find equivalent employment for the period in respect of which indemnities are payable, and if such employment is offered, the indemnity payable shall be reduced by one day for each day so offered.

Cancellation of contract before the effective date of appointment

40. Should UNESCO cancel an appointment which has been signed by the Interpreter/Translator, it shall pay the following indemnities:

(a) an indemnity equal to 50% of the daily rate for the contract period, for cancellation more than 30 days before the beginning of the appointment;

(b) an indemnity equal to 100% of the daily rate for the contract period, for cancellation 30 days or less before the beginning of the appointment.

41. The above indemnities may be cancelled or reduced only for the days for which the Interpreter or Translator concerned has found a replacement contract, the remaining days being payable by UNESCO.
Procedures
1. **HR Procedure 13.3 - Appointment of short term linguist staff**

Appendices
1. **Appendix 1 A - Standards of Conduct for the International Civil Service**
2. **Appendix 13 G - Short-term contracts for free-lance interpreters and translators**
Appointment of short-term Interpreters or Translators

(a) The hiring manager shall prepare clear terms of reference, including a description of the duties and the expected requirements.

(b) Short-term Interpreters and Translators may be funded from staff cost savings (with the clearance of BFM), the provisions in the Regular Budget for Executive Board or General Conference activities or against extra-budgetary Programme funds.

(c) Recruitment and administration of short-term Interpreters and Translators is delegated to the DIR/MSS/CLD, who shall establish the appropriate responsibilities and authorities within CLD accordingly.
HR Item 13.12. Medical Examinations

A. Purpose

1. This item establishes the conditions and procedures for medical clearance as a requirement for the recruitment, change of duty station and mission assignment of staff members under Staff Regulation 4.6 and Staff Rule 104.9.

2. All appointments shall be conditional upon certification by the Medical Officer designated by the Director-General that the candidate meets the medical standards currently in force.

3. Staff members may be required by the Director-General to undergo a medical examination at any time during their term of office, at the expense of the Organization.

B. Medical clearances and examinations

4. Medical clearance is a prerequisite for initial appointment in UNESCO. Its purpose is to ensure, as far as possible, that a candidate selected for employment meets the standards of physical and mental fitness required to perform the functions for which he/she has been selected without risk to their own health and safety or to the health and safety of others. Medical clearance is also required for affiliation to the UN Joint Staff Pension Fund (UNJSPF).

5. After initial appointment, medical clearance is required in the situations described in paragraphs 12 to 24. All staff members may also be asked to undergo medical examinations at other times to ensure they remain medically fit to perform the functions assigned to them, under the conditions set out in paragraphs 25 and 26 below.

6. The medical fitness of potential candidates for employment and of staff members is determined by reference to their health status and occupation, as well as to the general conditions at the duty station at which they are to work. Epidemiological and environmental factors and availability of adequate medical facilities at the duty station are particularly important in this respect.

7. In accordance with the Organization's policy on HIV/AIDS in the workplace (see HR Manual Item 16.10, HIV and AIDS in the workplace, candidates will not be screened for HIV for the purpose of medical clearances.)
C. **Medical clearance for initial appointment**

8. Subject to the provisions of paragraph 6 (b), medical clearance for initial appointments of less than 6 months may be given on the basis of a medical certificate issued by a qualified medical practitioner stating that the candidate is in good health and fit to travel (a "certificate of good health").

9. Medical clearance shall require a medical examination in the following situations:

   (a) Any recruitment for six months or longer;

   (b) Regardless of appointment duration:

      (i) When the staff member is recruited for functions in the security service, or as a manual worker or driver;

      (ii) When the staff member is recruited for service in field duty stations classified by ICSC in categories A, B, C, D and E;

      (iii) At the beginning of each year of service beyond normal retirement age;

D. **Validity of medical documentation and medical clearance**

10. The certificate of good health shall be issued by the physician of the candidate selected for an appointment. It should be issued no more than four weeks prior to initial appointment and shall normally remain valid for one year from the date of issuance.

11. A medical examination shall normally remain valid for one year from its date of issuance. A new examination will be required for the purpose of medical clearance if the recruitment of a candidate has not taken place within one year of the examination.

E. **Medical clearance after initial appointment**

12. Medical clearance is required in the following situations:

   (a) When an initial appointment for less than six months for which medical clearance was given without medical examination, is extended beyond six months;

   (b) At the beginning of each year of service beyond normal retirement age (clearance to be granted on the basis of a medical examination);

   (c) When a staff member is assigned to a field duty station classified by ICSC in categories A, B, C, D or E. This is to ensure that they continue to maintain such fitness in a manner that enables them to perform the functions assigned when appointed to field office posts.

   (d) When a staff member is to travel on official business to a field duty station classified by ICSC in categories A, B, C, D or E. Validity of medical clearance for travel purposes is normally two years.

13. To maintain medical clearance for reassignment and/or travel, a medical examination will be required every two years, irrespective of age.
14. Medical clearance for the subsequent re-employment of former staff members does not require a medical examination if the appointment of less than 6 months and provided that the former staff member is less than 65. For such appointments, a valid certificate of good health provided by the staff member’s physician shall be sufficient for re-employment purposes. However, if the former staff member is 65 or over, medical clearance shall only be granted on the basis of a full medical examination.

15. Staff members who have been absent on sick leave for more than 15 days may be required to report to the CMO upon resuming their duties.

16. Medical clearance is not required, but is recommended, when staff members are transferred or assigned from any duty station to a duty station classified by the ICSC in category H, or travel between duty stations in category H.

F. Authority to grant medical clearance

17. Medical clearance for the recruitment of staff members shall be the responsibility of the Chief Medical Officer (CMO) or his designated alternate.

18. Under no circumstances shall selected candidates take up their duties before CMO has granted the required medical clearance. However, CMO may, in certain cases, grant medical clearance subject to satisfactory results of a supplementary examination, to be undertaken by the staff member before the end of his/her probationary period.

G. Procedures, forms and documentation for medical clearance

19. The HR Officer (HRM/SES) shall inform the candidate in his/her offer of appointment about the requirements relating to medical clearance, in particular whether he/she is required to undergo a medical examination. If not, the candidate may submit a valid certificate of good health, subject to the conditions set out in paragraphs 5 and 7.

20. If a full medical examination is required for the purposes of granting medical clearance, the HR Officer (HRM/SES) shall inform the candidate in their offer of appointment. Candidates shall be examined by HRM/MDS, by a medical officer employed within the UN Common System, or by a physician designated by CMO, whichever is convenient. It is the candidate’s responsibility to organise the examination, for which he/she shall be reimbursed in full by UNESCO. Contact names may be obtained from HRM/MDS, a UNESCO Field Office or a UN/UNDP Country Office.

21. Prior to his/her examination, a candidate shall complete the medical questionnaire covering their medical history, and certify the completeness and correctness of the information given. He/she shall also furnish medical certificates, documents and any other data that may be requested by CMO. The results of the full medical examination, including any mandatory diagnostic tests, shall be recorded on the Entry Medical Examination form and submitted to CMO.

22. Based on the results of the examination, CMO shall provide the HR Officer (HRM/SES) with the candidate/staff member's medical clearance and any observations that may be appropriate. Under no circumstances shall a selected candidate be allowed to take up his/her duties before receipt by HRM/SES of the required medical clearance.

23. To ensure maximum confidentiality, the medical clearance shall be communicated to the HR Officer in the following terms:

   (a) Fit: individuals who are fit to perform the functions for which they have been elected;

   (b) Not fit: individuals who are not fit to perform the functions for which they have been selected.
24. Medical information concerning staff, such as medical examination results and any other official or verbal statements, are strictly confidential and shall be kept in the individual's medical file in the Medical Service. Medical files are communicated neither to the Administration nor to any other service.

H. On-going medical examinations

25. All staff members may be required at any time to undergo medical examination, when requested by CMO, in order to protect the health and safety of staff members or to follow up on a chronic medical condition. In particular, CMO shall request all staff members over 50 to undertake a medical consultation with a qualified physician every two years, the costs of which shall be borne by the Organisation.

26. For security officers, manual workers and drivers, a medical examination shall be conducted every year.

I. Exit medical examinations

27. An exit medical examination is not required, although staff members may be required to report to CMO upon separation from service.

J. Medical examinations of staff employed at Headquarters by the Restaurant Service, UNESCO Commissary, Day Nursery and Children's Club

28. The personnel employed at Headquarters in the Restaurant Service, Commissary, Day Nursery and Children's Club and who are affiliated to the French Social Security system are required to undergo regular medical examinations at the expense of the Organisation. These examinations shall be carried out by HRM/MDS or by a designated qualified physician.

Staff Regulations

1. Staff Regulation 9.5
2. Staff Regulation 4.6

Staff Rules

1. Staff Rule 104.9 - Medical examinations
HR Item 13.13. Part-Time Work

A. Purpose
1. A staff member may be allowed to work less than the normal working week in order to better balance his/her work and family obligations.

B. Eligibility
2. The option of part-time employment is available to staff members on indeterminate, fixed-term and temporary contracts at Headquarters and in the field.

C. Principles
3. The use of part-time employment shall be governed by the following general guiding principles applicable to flexible working arrangements:

   (a) part-time employment is a voluntary arrangement, subject to agreement by the staff member and the supervisor;

   (b) part-time employment does not constitute a right nor an entitlement. The interest of the Organization shall prevail when considering requests for part-time employment;

   (c) part-time employment must be compatible with the job. In certain occupational groups, it may not be feasible. Part-time employment should not have adverse effects on team working or the results of the unit or section;

   (d) part-time employment is authorized for a defined period. It shall be reviewed prior to the arrangements being renewed for another defined period;

   (e) part-time employment may be suspended or terminated by the Organization in case of increased workload demands and/or unforeseen operational requirements;

   (f) staff are responsible for using the part-time employment arrangements effectively, as set out in the guiding principles. Abuse of the arrangements may result in their automatic cessation;

   (g) supervisors and managers are accountable for the effective control of the use of the part-time employment arrangements by their staff;

   (h) the introduction and implementation of part-time employment arrangements should be cost-neutral.
D. Modalities and duration

4. Staff members may request to work on a part-time basis, subject to the exigencies of service, the agreement of their supervisor and the approval of the ADG, Director of Bureau/Office or Director/Head of field office concerned.

5. Individual requests shall be considered on a case-by-case basis, according to the requirements of the service and the individual needs of the staff member. Authorization is at the discretion of the ADG, Director of Bureau/Office or the Director/Head of field office, who shall take into account the exigencies of the service, including the needs of UNESCO’s partners and Governing Bodies, as well as the needs of the staff member.

6. The following part-time employment patterns are available:
   (a) 50% (2.5 days per week - half-time);
   (b) 60% (3 days per week);
   (c) 80% (4 days per week); or
   (d) 90% (4.5 days per week)

7. Part-time employment will be authorised initially for six months. Thereafter, if the arrangements work satisfactorily, they may be renewed for up to 12 months at a time. Staff may be asked, with a minimum of one month’s notice, to revert to full-time employment if the exigencies of service so demand.

8. Part-time staff wishing to return to full-time employment shall inform their supervisor in writing. They shall have a guarantee of return to full-time employment, on their post, until the end of the biennium during which the part-time employment arrangements were implemented. Savings on the post may be used by the supervisor to recruit/contract temporary staff as required.

9. Beyond the end of the biennium, the return of a staff member to full-time employment depends on the availability of a suitable vacant post, to which the staff member may be appointed following the established procedures for the transfer or appointment of staff. Funds permitting, and subject to the approval of BFM, the Sector, Bureau or Field Office may seek to re-establish the part-time post as a full-time post.

E. Part-time agreement

10. Requests for part-time employment shall be submitted by staff members to their supervisor for approval. The supervisor shall determine whether the proposed arrangements are compatible with the exigencies of service and the work of the team. The ADG, Director of Bureau/Office or Director/Head of field office is responsible for approving such requests. If approved, the staff member and the supervisor shall sign the part-time agreement, specifying the modalities (e.g. the days and hours to be worked and the period over which the arrangements shall apply. Part-time agreements shall be copied to the AO of the Sector, Bureau/Office or field office concerned, and to the HR Officer (HRM/SES).

11. After the initial period of 6 months, the supervisor shall review the part-time arrangements with the staff member in order to assess whether they have been effective, taking into account the staff member’s performance and the impact, if any, on the team’s overall performance. Based on this assessment, the part-time arrangements may be renewed for a period of up to 12 months. If the arrangements have not been effective, they shall be adjusted or discontinued, as appropriate.
F. Contractual status and conditions of service

12. Moving to part-time employment does not affect the contractual status of staff members. The job description of the staff member on part-time employment shall be adjusted to reflect the part-time duties and his/her conditions of service shall be modified, as provided below.

Salary and allowances

13. The salary and allowances of part-time staff shall be prorated, on the basis of the percentage of time worked, including, for example, post adjustment, mobility and hardship allowance, education grant and special education grant for disabled children, dependency allowance and rental subsidy.

14. Within-grade increments shall be granted to part-time staff with the same periodicity as full-time staff.

15. For the purpose of calculating indemnities such as repatriation grant, termination indemnities or death benefit, periods of service in part-time employment will be counted as 90%, 80%, 60% or 50% of the period in full-time employment, as appropriate.

Seniority in grade

16. Seniority in grade, that is, the total number of years of service in the grade, shall be counted on a prorated basis for staff working part-time. For example, for staff working half-time (50%), 24 months of part-time service shall count as 12 months of full-time service for seniority purposes. For staff working on a 4/5th basis (80%), 15 months working on a 4/5th basis will be counted as 12 months full-time service for seniority purposes.

Annual leave

17. Part-time staff are entitled to annual leave on a pro rata basis. For instance, staff working half-time (50%) will be entitled to 15 full days of annual leave. It should, of course, be noted that the staff member working half-time (50%), for example, only needs to take half a day of annual leave in order to be absent from the office for the whole day; he/she does not work the other half day.

Sick leave, Maternity leave and Paternity leave

18. Part-time staff are entitled to sick leave and maternity leave on the same basis as full-time staff. They are entitled to paternity leave, on a prorated basis.

Participation in the UN Joint Staff Pension Fund

19. UNESCO and the participating staff member will each pay their contribution on a pro rata basis, that is, 90%, 80%, 60% or 50% of the applicable pension contribution. Contributory service will be reduced in proportion to the percentage of time worked (for example, one year at 50% counts as six months, 80% as 10 months).

Medical Benefits Fund

20. Part-time staff are eligible for medical insurance coverage under the same terms and conditions as full-time staff. Their contribution to the MBF shall be paid on a full-time basis.
Home Leave, Family Visit and Education Grant Travel

21. Part-time staff members eligible for Home Leave, Family Visit and Education Grant Travel, will be granted travel and related entitlements with the same periodicity as full-time staff. However, the amounts payable by UNESCO will be prorated (for example, the lump sum for travel will be paid at 90%/80%/60%/50% of the approved amount). Alternatively, staff shall be required to contribute 10%/20%/40%/50% towards the cost of the actual tickets provided.

Overtime

22. Part-time staff members required to work in excess of their contracted part-time working hours shall be remunerated at 1.5 the hourly rate only where they work in excess of the normal working week (for example, in Headquarters, over 37.5 hours per week). Any hours worked below that amount in excess of their contracted part-time hours shall be paid at the normal rate.

23. Supervisors should refrain, to the extent possible, from asking part-time staff to work overtime. If managers are obliged to do so on a recurring basis because of the necessities of the service, they should consider converting the post from part-time into full time.

Other Provisions

24. Staff members working part-time shall be subject to the same restrictions in the Staff Regulations and Staff Rules relating to outside activities as full-time staff.

G. Roles and responsibilities

25. DIR/HRM is responsible for:
   (a) advising management and staff on the use of part-time arrangements;
   (b) monitoring the use of part-time employment and recommending or taking corrective action to the arrangements as required.

26. ADG/Director of Bureaux/Offices and Directors/Heads of field offices are responsible for:
   (a) ensuring that part-time arrangements are implemented in their Sector/Bureau/Office/ field office in accordance with the policy and guidelines;
   (b) ensuring the Organisation’s interest prevails when authorizing part-time employment;
   (c) approving requests for part-time employment;
   (d) suspending or terminating part-time arrangements when necessary.

27. Managers/Supervisors are responsible for:
   (a) ensuring that part-time arrangements are implemented in their team in accordance with the policy and guidelines;
   (b) ensuring that team members are aware of any part-time arrangements in place.

28. Administrative Officers are responsible for providing advice to managers and staff in their Sector/Bureau/Field Office on the use of part-time arrangements.

29. Staff members are responsible for using the part-time arrangements according to their purpose and in compliance with the provisions of the policy.
Procedures
1. **HR Procedure 13.4 - Part-time Employment**

Appendices
1. **HR Appendix 13 I - Part-Time Agreement**
Part-time employment

How to apply?

a) Staff members wishing to work part-time shall submit their request to their supervisor for approval (no particular form required).

Who approves?

b) The supervisor shall determine whether the proposed arrangements would be compatible with the exigencies of the service and the work of the team. If he/she agrees, he submits a recommendation to the ADG, Director of Bureau/Office or the Director/Head of field office for approval (initially for six months. If the part-time arrangements prove effective, they may be extended for up to 12 months at a time).

c) If approved, the staff member and supervisor shall sign a part-time agreement, specifying the days and hours to be worked and the period over which the arrangements shall apply. Part-time agreements shall be copied to the AO of the Sector, Bureau/Office or field office, and to the HR Officer (HRM/SES).

d) The AO shall then submit a Request for Personnel Action (form HR 5-3) to the HR Officer in HRM/SES via BFM. This will in turn be forwarded to BFM/Payroll for implementation.

e) Once the approved request is processed, staff members shall receive a Notification of Personnel Action indicating the revised salary and allowances payable under the part-time employment arrangements.

If staff members believe that there is any inaccuracy in their salary and allowances under the part-time arrangements, they must promptly notify their HR Officer (HRM/SES).
HR Item 13.14. Hiring of retired staff members

A. Scope

1. The limitations on hiring of retired staff members apply to former staff members of UNESCO, the UN Secretariat or Funds and Programmes, and Specialized Agencies participating in the UNJSPF.

B. General conditions

2. Former staff members above the mandatory age of separation or former staff members having separated from the Organization on early retirement - hereunder referred to as retired staff - shall not be hired by UNESCO on any type of temporary assistance contract[1] unless the following conditions are met:

   (a) The Organization's operational requirements cannot be met by staff members qualified and available to perform the required functions;

   (b) If, further to a selection process, it has not been possible to identify and hire a qualified candidate on a temporary assistance contract to perform the assignment;

   (c) Where temporary assistance is required to accomplish tasks related to a vacant post, the post has been advertised at least 6 months before becoming vacant (in the case of retirement) and/or steps have been undertaken for its advertisement and recruitment.

   Due consideration shall be given to career opportunities for staff in active service as well as to geographical distribution and gender balance when employing a retired staff member.

3. Provided all the above conditions are met, a retired staff member may be hired – on an exceptional basis - by UNESCO if:

   (a) At least three months have elapsed since the date of separation;

   (b) He/she is not hired at a grade higher than that at which he/she left the Organization concerned or be remunerated at a level higher than that at which a regular staff member would be paid for the same function at the same duty station;

   (c) The maximum duration of a contract (or successive contracts) shall be 6 months per calendar year;

   (d) No retired staff member terminated or not extended on account of unsatisfactory performance or conduct may be rehired on any type of contract with the Organization;

   (e) Where a retired staff member was separated under an agreed separation arrangement, a period of time must have elapsed equivalent, at a minimum, to the months of salary paid in the separation package, or as otherwise specified in the arrangement.

4. All former staff members aged 65 or over shall have a full medical examination prior to being hired, irrespective of the type of contract to be issued. The results should be forwarded to the Chief Medical Officer. No former staff members aged 65 or over can be hired without the prior medical clearance of CMO.
Restrictions concerning retired staff members in receipt of a pension benefit from the UNJSPF

5. The hiring of a retired staff member from UNESCO (or from a UN Agency participating in the UNJSPF), who receives a pension benefit from the UNJSPF shall be subject to the following restrictions:
   
   (a) Except for language services staff, retired staff members may not receive more than US$ 22,000 for work carried out and/or services rendered during any calendar year, for any Organization. Such monetary limit apply to the gross salary, less staff assessment when hired on a temporary appointment or to the net rates when hired on other types of contracts (excluding individual consultant contract). Amounts other than those for direct compensation of services rendered, including travel costs and daily subsistence allowance, shall not be counted towards the monetary limit.

   (b) Language services staff may not be re-employed for more than 125 days actually worked during a calendar year.

6. The limits in paragraphs 5 (a) – 5 (b) shall not apply to:
   
   (a) Retired UNESCO/UN staff members hired on Individual Consultant contracts;

   (b) Retired staff members hired on contractual conditions under which they resume contributions to the UNJSPF.

7. Retired staff members in receipt of a UNJSPF benefit who seek work in UNESCO shall be held responsible and accountable for maintaining accurate records detailing their UN earnings during each calendar year.

Process

8. Requests for hiring retired staff members must be fully documented by the ADG/Director of Bureau/Director of Field Office and submitted to Director HRM for review and approval. The hiring of former staff members at Director and above level, and for Heads of Field Office functions is approved by the Director-General.

Reporting

9. DIR/HRM shall report annually on the employment of retired staff members to the Director-General.

[1] Temporary assistance contracts include temporary appointments, service contracts, short term contracts, individual consultant contracts and short-term contracts for free-lance interpreters and translators.

Links

1. UN Joint Staff Pension Fund
A. Reinstatement

1. A former staff member who, prior to his or her separation, held a fixed-term or indeterminate appointment, may be reinstated if he or she is reappointed for one year or more within 24 months following his or her separation.

2. The Director-General may authorize the reinstatement of a former staff member who is reappointed more than 24 months following his or her separation, if he or she considers it justified in the interests of the Organization.

B. Determination of step in grade

3. Upon reinstatement, the staff member’s step in the grade of his or her new post shall be determined as follows:

   (a) if reinstated at the same grade, the step which he or she had reached upon separation;

   (b) if reinstated at a higher grade, in accordance with the provisions of Staff Rule 104.13;

   (c) if reinstated at a lower grade, in accordance with the provisions of Staff Rule 104.14. Notwithstanding these provisions the Director-General may, if he or she is satisfied that this is justified in the light of qualifications obtained or improved by the staff member during his or her absence, decide that his or her step upon reinstatement be at least equal to that which he or she would have reached if he or she had remained in service without interruption.

C. Return of payments

4. A staff member who is reinstated within one year following his or her separation shall return to the Organization any payment made to him or her at the time of separation under Rule 109.7 (Indemnity on termination).

5. A staff member who is reinstated may at his or her option return to the Organization any payment made to him or her, at the time of separation, under Staff Rule 109.9 (Repatriation grant); if the repatriation grant is reimbursed, the staff member’s qualifying service towards the grant at the time of separation shall be restored; otherwise, the grant to which he or she may be entitled in respect of service accomplished after reinstatement shall be governed by the provisions of Staff Rule 109.9 (b) (ii).

6. When a staff member is reinstated under (a) above, his or her position in the United Nations Joint Staff Pension Fund and in the Medical Benefits Fund shall be governed by the Regulations and Rules of these Funds.

7. A former staff member who is not eligible for reinstatement under paragraphs 1 and 2 above, or who, although eligible, is not in fact reinstated, shall be given a new appointment without regard to any previous period of service.
Staff Rules
1. Staff Rule 104.13 - Promotion
2. Staff Rule 104.14 - Transfer to a post of lower grade
3. Staff Rule 109.9 - Repatriation grant

Key Documents
1. Regulations, rules and pension adjustment system of the UN joint staff pension fund

Links
1. UN Joint Staff Pension Fund

Appendices
1. Appendix 7 A - Rules of the UNESCO Medical Benefits Fund
HR Item 13.16. Records of service

A. Purpose and scope
1. The Bureau of Human Resources Management (HRM) shall maintain a personal file for each staff member, which shall contain all papers and electronic records related to his/her personal history.

B. Legal framework
2. Staff Rule 104.10 - Record of Service: Documents relating to a staff member's service with the Organization shall be kept on an individual file to which the staff member may have access.

C. Personal file
3. HRM/SES/File Records Unit maintains a confidential personal file for each staff member, which contains all papers and electronic records related to his/her personal history.
4. The personal file records the development of the staff member's career in the Secretariat. It includes such papers and electronic records (such as the personal history form, correspondence regarding recruitment, letters of appointment, personnel action forms, letters and memoranda, including e-mails), periodic reports, letters of commendation, letters regarding reprimand or disciplinary action, and papers and electronic records relating to family status, allowances, and leave.
5. Only HRM is authorized to insert papers or any electronic records in a staff member's personal file.
6. HRM/SES/File Records Unit ensures the protection of the confidentiality of the information contained in personal files by enforcing appropriate measures, including:
   (a) keeping the personal files under lock and key outside office hours;
   (b) maintaining a register of requests for access to personal files.

D. Access to personal files

Staff member
7. A staff member may consult his/her own personal file, but only in HRM premises and in the presence of the responsible HRM official. Staff members who wish to examine their personal file should address a written request to HRM/SES who will establish a timetable for the perusal of personal files and will inform the staff member of the time and place of this consultation.

Officials
8. The personal files contain confidential information and are accessible for consultation to a limited number of officials, namely Division directors and their deputies, AOs, and supervisors of posts for which the staff member whose file is being sought has applied.
9. The consultation of personal files shall take place only in HRM premises and in the presence of the responsible HRM official, upon a written request by an eligible official to HRM/SES who will establish a timetable for the perusal of personal files. Officials must respect the confidential nature of the files.

Retention of personal files

10. Original personal files shall be retained permanently, in line with the provisions of the UNESCO Records Management Manual\(^\text{[1]}\). At Headquarters, HRM/archives retain full personnel files for all Headquarters staff and international staff in the field. Field units retain full personnel files for local staff.

\[^{[1]}\] see http://recman.hq.int.unesco.org/recman/files/long_term.pdf

Staff Rules

1. **Staff Rule 104.10 - Record of service**
Chapter 14. Performance management

14.1. Introduction
14.2. Performance management system
14.3. Performance appraisal process
14.4. Performance reports
14.5. Consequences of performance results
14.6. Recourse mechanisms
14.7 The Team Award Programme

HR Item 14.1. Introduction

A. Purpose and scope of chapter

1. This Chapter sets forth provisions governing the performance management system applicable to all staff members on fixed-term, temporary and project appointments at Headquarters, in the field and in Category 1 Institutes/Centres.

2. The Deputy Director-General, ADGs and Directors of Bureaux/Offices at Headquarters are subject to a separate performance appraisal process with the Director-General.

3. The provisions of this Chapter do not apply to persons employed under other types of contractual arrangements, such as Service Contracts and Consultant contracts. The services of these employees are evaluated through separate processes described in the HR Manual Chapter 13, Contractual Arrangements.

See HR Item 16.12 for information on performance appraisal for staff with disabilities.

Staff Regulations

1. Annex A - Statutes of the Appeals Board

Staff Rules

1. Staff Rule 103.4 - Salary increments
2. Staff Rule 104.10 - Record of service
3. Staff Rule 104.11 bis - Reports on staff members
4. Staff Rule 104.11 ter - Review Panels
5. Staff Rule 104.13 - Promotion
6. Staff Rule 104.6 - Fixed-term appointment
7. Staff Rule 104.8 - Temporary appointment

Links

1. MyTalent
HR Item 14.2. Performance management system

A. General principles

1. Performance management is the process of identifying, measuring, managing, and developing the performance of staff members. It is a strategic management technique that links individual’s work and learning goals to the overall objectives and goals of the Organization.

2. The basic principles governing performance management are the following:
   (a) the performance management process should be fair, objective and impartial;
   (b) key expected results and/or work assignments should result from organizational/work units’ performance objectives and expected results and contribute to overall Organizational objectives;
   (c) feedback, advice and guidance on the progress towards and/or achievement of agreed-upon expected results and work assignments should be provided on an ongoing basis to the staff member by his/her supervisor;
   (d) development opportunities should strengthen staff members’ competencies and their ability to deliver results while enhancing their professional development.

B. Purpose

3. The purpose of the Performance Management System is to increase the Organization’s effectiveness through individual performance improvement and to develop the capabilities of teams and individuals. It also aims at reinforcing a culture of results-based management and budgeting (RBM and RBB, respectively) by linking individual’s expected results/work assignments to the work units’ performance objectives and expected results. This, in turn, contributes to the overall Organizational objectives.

4. The objectives are:
   (a) to focus on the key expected results and work assignments;
   (b) to link individual objectives to the organisational priorities and goals;
   (c) to encourage and facilitate communication between supervisors and staff members concerning performance results;
   (d) to integrate a development dimension in the performance management system.

5. To support staff members in achieving expected results and work assignments, and to contribute to career development, competency development plans are integrated into Individual Plans of the staff members.

6. Regular feedback and review of staff performance are essential instruments for optimizing individual performance and for the efficiency of the Organization as a whole.
C. Performance reports

7. Performance Reports shall be made:

(a) for staff on probation, before the end of the probationary period (HR Manual Item 14.4 paragraphs 7 to 12);

(b) every two years thereafter for all staff members who hold fixed-term appointments;

(c) before or upon a change of immediate supervisor where the last performance report was established more than 6 months ago;

(d) before or upon a transfer to a different organizational unit;

(e) and additionally, upon request by HRM or the Sector, Bureau or Office concerned.

8. Performance reports are taken into account in extending appointments of staff members (see HR Manual Item 14.5, paragraphs 1 to 8), granting within-grade salary increments and considering staff members for promotion, or for transfers, (see see HR Manual Item 14.5, paragraphs 9 to 11 and HR Manual Item 5.9, Promotion in HR Manual Chapter 5, Recruitment, promotion, transfer and geographical and inter-agency mobility).

D. Performance appraisal cycle and timing

9. The performance appraisal cycle covers a 24-month period, which follows the Budget cycle (C/5). The process starts for all staff members at the beginning of each biennium (except in the case of a change of supervisor or of a transfer where these take place during the biennium). The review and appraisal of the staff member’s performance during a performance cycle occurs in two mandatory phases, as detailed in Table 14-1 below.

<table>
<thead>
<tr>
<th>Table 14-1 Performance appraisal cycle</th>
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<tbody>
<tr>
<td>Preparation of Individual Plans</td>
</tr>
<tr>
<td>Definition of key expected results and/or work assignments</td>
</tr>
<tr>
<td>Preparation of competency development plan</td>
</tr>
</tbody>
</table>
Overall performance review

At the end of each performance cycle (but no later than 31st March of the first year of the biennium), the staff members’ performance is formally appraised on the basis of the key expected results and/or work assignments defined at the beginning of the cycle.

Self-appraisal

Staff members are encouraged to self-assess their performance at the end of the biennium before their formal performance appraisal.

Performance discussion and performance appraisal

A formal performance discussion takes place to review the accomplishment of key expected results/work assignments and give feedback to the staff member on strengths and areas for development. The supervisor also provides the rating. The supervisor and staff member review the competency development plan.

Second level review

The Performance report is subsequently submitted to the second-level reviewer (who is normally the supervisor’s direct supervisor). He/she reviews the performance appraisal in terms of objectivity and consistency, and may make comments, as appropriate.

Mid-term review

A formal mid-term review at the end of the first year of the biennium is conducted, where performance issues arise or where the supervisor considers it as necessary.

10. During the biennium, immediate supervisors are responsible for providing regular feedback and for advising the staff member in a climate of openness and trust to follow up on progress and to support staff members’ efforts to achieve key expected results.

MyTalent-Performance Management

11. The Performance management system is supported by the web-based tool for performance appraisal cycle utilizing MyTalent. Performance reports must be completed in MyTalent-Performance Management.

Staff Rules

1. Staff Rule 104.11 bis - Reports on staff members
2. Staff Rule 104.13 - Promotion
3. Staff Rule 103.4 - Salary increments

Links

1. MyTalent
HR Item 14.3. Performance appraisal process

A. Preparation of Individual Plans

1. At the beginning of the biennium, the supervisors meet with the staff member(s) under their direct supervision to ensure that their the organizational/work unit's performance objectives/expected results and workplans are well communicated and understood, and to prepare Individual Plans for the biennium, comprising the definition of key expected results and/or work assignments and the preparation of a competency development plan.

Defining key expected results and/or work assignments for the biennium

2. By 31st March of the first year of the biennium, the Individual Plan for each staff member must be completed based on the team/organizational unit’s performance objectives/expected results and workplans. The supervisor determines and meets individually with the staff member in order to discuss five (5) to six (6) specific key expected results/work assignments for the biennium.

Key expected results and/or work assignments

3. Key expected results are tasks established for a defined period of time.

4. Work assignments correspond to tasks of an ongoing and continuous nature.

5. Key expected results and/or work assignments should be specified in accordance with the SMART principle as follows:

   (a) Specific and concise;

   (b) Measurable (against specific benchmarks/results exactly what is expected in measureable terms);

   (c) Achievable (attainable within the established timeframe);

   (d) Realistic (taking into account other key expected results/work assignments the staff member is expected to achieve within the same performance cycle, potential constraints that may have an impact on their achievement etc.); and

   (e) Time-bound (to be achieved within an established timeframe).

6. In accordance with the cascading principle, key expected results and/or work assignments should be consistent with, and contribute towards their team/organizational unit’s performance objectives/expected results. The individual results are based on Sector/Bureau/Office/Institute/Field Office’s objectives/expected results, which shall, in turn, reflect the Budget cycle objectives and priorities (e.g. the C/5).
Relation with the Job Description

7. Key expected results and/or work assignments should be consistent with the staff member’s job description. Job descriptions set out duties and responsibilities for an undefined duration, whereas key expected results are established for a defined period of time. The individual key expected results and/or work assignments may also be described as an individual contribution to a team result. If the expected results and/or work assignments are not consistent with the job description of the staff member, his/her supervisor shall amend the job description accordingly.

Performance objectives for supervisors and managers

8. The performance of supervisors and managers is appraised not only against the individual key expected results/assignments that they are expected to achieve, but also against their managerial/supervisory responsibilities, in particular people management responsibilities, including identification of expected results, provision of regular feedback, conduct of the performance appraisal of staff during the required period. Specific performance objectives are included in the Individual Plan for managers and supervisors.

Preparation of the competency development plan

9. The competency development plan is an integral part of the Individual Plan. The staff member and the supervisor identify competencies to be improved or developed during the biennium and corresponding learning and development activities. These activities may be provided through formal training, on the job assignments or other learning modalities.

10. The competency development plan shall be consistent with the key expected results and/or work assignments of the staff member. It may also anticipate organizational and staff members' professional needs. When preparing the competency development plan the supervisor and staff shall take into consideration the availability of resources for specific learning modalities.

If a staff member has two or more immediate supervisors

11. If a staff member has two or more immediate supervisors, the supervisor from the Sector/Division/Section where the staff member is administratively attached will be responsible for consulting the other supervisor(s) and preparing the competency development plan.

Recording in MyTalent-Performance Management

12. The supervisor shall record the Individual Plan and the discussion date in MyTalent-Performance Management. The immediate supervisor shall notify each staff member concerned of the recording of his/her expected results and/or work assignments and the competency development plan in MyTalent-Performance Management. The staff member shall acknowledge the assigned expected results and/or work assignments and may include his/her comments in the appropriate box in MyTalent-Performance Management.

B. Mid-term Review

13. At the end of the first year of the biennium, a formal mid-term review is conducted in the following cases:

(a) Where performance issues arise. The mid-term review may trigger the development of a performance improvement plan to address such issues;

(b) Where the supervisor considers it necessary.

14. Supervisor records in MyTalent-Performance Management the outcomes and the date of the mid-term review. Staff members may add their comments to the review.
C. Overall Performance Review

15. At the end of each performance cycle (but no later than 31st March of the first year of the biennium), the staff member’s performance is formally appraised on the basis of the key expected results and/or work assignments defined at the beginning of the cycle.

Self-appraisal

16. Staff members are encouraged to self-assess their performance at the end of the biennium before their formal performance appraisal. Although not mandatory, the value of undertaking a self-appraisal helps to prepare staff members for the formal performance discussion by reviewing on how key expected results and/or work assignments have been carried out and to what extent they have been achieved. The self-appraisal may include additional work assignments/projects carried out during the past biennium.

Performance review

17. The main objective of the overall performance review is to formally appraise staff members’ performance based on their key expected results and/or work assignments for the past biennium.

18. By 31st March of the new biennium, the supervisor conducts a formal performance review, in a meeting with the staff concerned. This performance discussion aims at:

   (a) providing feedback on the achievement of key expected results and/or work assignments;
   (b) reviewing progress in the implementation of the competency development plan;
   (c) discussing the self-appraisal completed by the staff member;
   (d) identifying constraints, if any, which had an impact on the achievement of key expected results/work assignments;
   (e) where a performance improvement plan has been established, discussing progress in the implementation of the plan or its completion.

If a staff member has two or more immediate supervisors

19. If a staff member has two or more immediate supervisors, each supervisor shall conduct a performance discussion and review with the staff member.

Performance appraisal and ratings

Staff Rules 103.4 and 104.11bis

20. The supervisor appraises each key expected result and/or work assignment. He/she may provide brief qualitative, objective and constructive comments in writing for each key expected result and/or work assignment. Such comments are mandatory if the overall performance is rated “exceeds expectations”, “partially meets expectations” or “does not meet expectations”.

21. The supervisor shall appraise the performance of the staff member for the past biennium and also discusses strengths and areas for improvement, as needed. The supervisor assigns a rating for the overall performance of the staff member, taking into account the results achieved and/or work assignments accomplished as well as how they have been achieved/accomplished. The written comments should be consistent with the rating assigned.
22. Account should be taken of circumstances that may have prevented the staff member from achieving results. A distinction shall be made between circumstances due to external factors and beyond the control of the staff member, and circumstances within his/her control. When circumstances beyond the staff member’s control have prevented him/her from achieving expected result(s)/work assignment(s), they shall not negatively impact on the appraisal of the staff member’s performance and the rating assigned.

23. The following rating scale is used for appraising the overall performance of staff:

(a) **Exceeds expectations**: This rating is given to staff members whose performance exceeds the required level, i.e. the quality and quantity of their work have been consistently delivered beyond the expected level. Such rating is given to staff whose performance can be considered outstanding over the reporting period, based on specific and tangible achievements and/or the demonstration of an exceptional and sustained level of professionalism/commitment. The supervisor must provide concrete examples of performance/demonstrated results that exceed expectations.

(b) **Fully meets expectations**: This rating is given to staff members whose performance fully meets the required level, i.e. the quality and quantity of their work have been consistently delivered at the expected level. The rating corresponds to a consistently good level of performance. In such case, the performance of the staff member is considered as satisfactory in accordance with the terms of Staff Rule 103.4.

(c) **Partially meets expectations**: This rating is given to staff members whose performance has been lower than the expected level, i.e. the quality and/or quantity of their work has fallen below the expected level. If this rating is given, a performance improvement plan must be drawn up.

(d) **Does not meet expectations**: This rating is given to staff whose performance has not met the expected level, i.e. the quality of the work has reflected serious shortcomings, or the quantity produced has fallen well short of the goals that have been established.

24. At the time of the overall performance appraisal, the immediate supervisor shall indicate in the competency development plan whether the planned learning activity has been completed and whether the learning objectives were achieved, i.e. whether the learning activity(-ies) proved to be useful. The supervisor and the staff member may add comments on the implementation of the development activity(-ies).

25. The staff member shall be shown and given the opportunity to discuss the appraisal with his/her supervisor and make comments in the performance report.

26. The staff member shall acknowledge that he/she took note of the performance report by dating and signing it before it is submitted to the second-level reviewer.

**If a staff member has two or more supervisors**

27. If a staff member has two or more immediate supervisors, each supervisor shall conduct the performance appraisal. The rating is attributed by the supervisor in the organizational unit to which the staff member is administratively attached in consultation with the other supervisor(s).

**Second-level review**

28. The Performance report is subsequently submitted to the second-level reviewer (who is normally the supervisor’s direct supervisor). The second-level reviewer is responsible for:

(a) Providing input on the performance management process throughout the cycle, including the timeliness and thoroughness of work planning, feedback and the overall performance review;
(b) Providing regular feedback to the supervisor, including on the performance management of staff;

(c) Holding the supervisor accountable for appraising staff in accordance with established procedures;

(d) Reviewing the overall appraisal of staff who report to each supervisor and providing comments, as appropriate; and

(e) Evaluating each supervisor on managing performance, including compliance with established processes and procedures.

29. The second-level reviewer reviews the performance report in terms of objectivity and consistency, and makes comments, as appropriate.

30. If there is no second-level reviewer within the organizational structure of the concerned Sector/Bureau/Office/Institute, the performance appraisal is carried out by the immediate supervisor only, and, thus, considered as final.

Examples, ADG’s or DIR’s executive assistants, secretaries; Directors of Divisions in Sectors or Chiefs of Sections/Units in Bureaux/Offices.

If a staff member has two or more supervisors

31. If a staff member has two or more supervisors, the performance report is reviewed by the second-level reviewer of the organizational unit to which this staff member is administratively attached.

Completion of performance appraisal

32. All parties shall sign and date the completed performance report in MyTalent-Performance Management. The signature of the staff member constitutes an acknowledgment that the performance appraisal was conducted. The staff member may request the submission of his/her performance report to the Review Panel in accordance with the process set out in HR Item 14.6, Section A “Review Panels”.

D. Performance shortcomings

33. The performance management system is designed to promote open communication between staff members and supervisors. Supervisors are also encouraged to recognize successful performance and to address performance shortcomings in a timely manner.

34. In case of performance shortcomings, it is the responsibility of the supervisor to give regular and appropriate feedback and to assist the staff member to improve his/her performance shortcomings. Both the supervisor and the staff member are encouraged to initiate discussions on performance issues at any time during the performance cycle.

35. Poor performance can usually be improved by the following best practices:

(a) communicating clear key expected results and/or work assignments to staff members;
(b) providing regular feedback on performance;
(c) recognizing good performance, informally and formally;
(d) making full use of the probationary period of newly-appointed staff members; and
(e) ensuring that staff members are provided with appropriate learning and development opportunities.
36. Poor performance which is characterized by serious and recurrent performance problems should be dealt with as early as possible. Both immediate supervisors and staff members are encouraged to initiate discussions on performance issues at any time during the performance appraisal cycle, in particular during the mid-term review.

37. In order to contribute to the resolution of performance problems, the staff member and the supervisor agree on a performance improvement plan at any time of the performance cycle. A performance improvement plan must be prepared for staff members with the final rating "partially meets expectations". In the case of disagreement between the supervisor and the staff member on the performance improvement plan, the supervisor decides on the final content.

38. The performance improvement plan should aim at removing the underlying problems and at agreeing on how to improve performance. An in-depth discussion should precede the preparation of the performance improvement plan. The second-level reviewer and HRM are to be consulted on the performance improvement plan. The performance improvement plan should be recorded in MyTalent-Performance Management.

39. The performance improvement plan should include:
   (a) Performance issue(s) and area(s) which need improvement;
   (b) Steps to be taken by the staff member to improve the situation and remedy the problem(s), including the participation in training programmes;
   (c) Timeframe for improvement;
   (d) Improvement benchmarks, expected outcomes and/or process for determining whether the problems are remedied.

40. The duration of a performance improvement plan should be between three (3) and six (6) months. The staff member’s performance should be monitored and documented regularly within this period.

E. Mediation by the ADG/Director of Bureau/Office/Institute or Director/Head of Field Office

41. In case of disagreement between the staff member and the supervisor in matters of performance, and if this disagreement cannot be resolved by the second-level reviewer, the ADG/Director of Bureau/Office/Institute or Director/Head of Field Office may discuss with the parties concerned, attempt to conciliate positions and find the most appropriate solution. HRM may provide assistance in the process, if so requested by the ADG/Director of Bureau/Office/Institute, Director/Head of Field Office, by the supervisor or the staff member.

See also Review Panels (HR Item 14.6, Section A).

Staff Rules
1. Staff Rule 103.4 - Salary increments
2. Staff Rule 104.11 bis - Reports on staff members

Links
1. MyTalent
HR Item 14.4. Performance reports

<table>
<thead>
<tr>
<th>A. Standard performance reports</th>
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<tbody>
<tr>
<td>1. Standard performance reports are required every two years and shall be completed in MyTalent-Performance Management.</td>
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</table>

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<tr>
<th>B. Short performance reports for six months to one year</th>
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</thead>
<tbody>
<tr>
<td>2. Short performance reports are used when the reporting period is more than six months, up to one year. Staff members with a contract of less than one year and staff members on probation (see paragraphs 7 to 12 below) should be given a short performance report.</td>
</tr>
<tr>
<td>3. Short performance reports are completed in MyTalent-Performance Management.</td>
</tr>
<tr>
<td>4. If, as a result of a short performance report, a deferment/withholding of a within-grade salary increment or non extension/termination of the staff member’s appointment is recommended, such report shall be subject to review by the Review Panel (HR Item 14.6, Section A), except in the case of staff members on probation.</td>
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<tr>
<th>C. Special performance reports for up to six months</th>
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<tbody>
<tr>
<td>5. If the appraisal period is less than six months, a special performance report is prepared by the supervisor, consisting of a brief written account of the staff member’s accomplishments over the period concerned. Special reports are prepared in case of short-term special assignments of staff members or in any other case, as required.</td>
</tr>
<tr>
<td>6. Special reports are completed in MyTalent-Performance Management.</td>
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</tbody>
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<tr>
<th>D. Special provisions applicable to staff on probation</th>
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<tbody>
<tr>
<td>7. Staff members on fixed-term appointments are subject to a probationary period of nine (9) months, when their initial appointment is for two years, and of six (6) months for appointments of 12 months or less. In the case of an initial appointment of two years or of an initial appointment of one year that is extended for one additional year or more, the Director-General may extend the period of probation for a period not exceeding 12 months.</td>
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<tr>
<td>8. Three months before the end of the probationary period (for fixed-term appointments) (two (2) months in the case of a probationary period of six (6) months), the immediate supervisor prepares a short performance report and a written recommendation for confirmation/non-confirmation of the appointment of the staff member on probation.</td>
</tr>
<tr>
<td>9. The recommendation for confirmation/non-confirmation of an appointment at the end of the probationary period, should be approved by:</td>
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<tr>
<td>(a) the Director-General for Director and above staff and Directors/Heads of Field Offices;</td>
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<tr>
<td>(b) the ADG of Sector/Director of Bureau/Office for P-1 to P-5 staff in Headquarters;</td>
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<tr>
<td>(c) the Director of Division/Bureau/Office for General Service staff in Headquarters;</td>
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</table>
(d) the Director/Head of Field Office for P-1 to P-5 staff, NPO and General Service staff in the field;

(e) the ADG of Sector or Directors/Heads of Field Offices for Administrative Officers at Headquarters and in the field. A recommendation from the CFO is also required.

10. The recommendation for confirmation/non-confirmation of an appointment should be submitted to the HR Officer (HRM) for follow up action, and a copy sent to the Administrative Officer.

11. When a newly appointed staff member has:

(a) **fully met or exceeded expectations** during the probationary period, his/her immediate supervisor prepares a short performance report and make a written recommendation for confirmation of the appointment of the staff member. At the end of the biennium, the supervisor shall establish a final performance report. If the end of the probationary period is close to the end of the biennium, the short performance report shall be extended to cover the remainder of the biennium.

(b) **partially met expectations** during the probationary period, a performance improvement plan for a maximum period of three months shall be required. In such case, the probationary period is extended until completion of the performance improvement plan. If, upon completion of the performance improvement plan, the performance of the staff member on probation has not improved, his/her appointment shall not be confirmed. The Director-General’s decision on confirmation/non-confirmation of the appointment will be based on the advice of the Reports Board (Staff Rule 104.11 (a) and (b)).

(c) **not met expectations** during the probationary period, his/her immediate supervisor shall prepare a short performance report and shall recommend the termination of the appointment. The Director-General’s decision on confirmation/non-confirmation of the appointment will be based on the advice of the Reports Board (Staff Rule 104.11 (a) and (b)).

12. Performance reports of staff on probation shall not be subject to examination by Review Panels.

F. **Confidentiality of Performance Reports**

13. Performance reports are confidential. Access to performance reports in MyTalent-Performance Management is restricted to designated staff authorized by Director HRM or his/her designate.

**Staff Rules**

1. *Staff Rule 104.11 bis - Reports on staff members*
2. *Staff Rule 104.11 - Reports Board*
3. *Staff Rule 104.6 - Fixed-term appointment*
4. *Staff Rule 104.10 - Record of service*
5. *Staff Rule 104.11 ter - Review Panels*

**Links**

1. MyTalent
HR Item 14.5. Consequences of performance results

A. Extension of Appointments

1. Extensions of appointment are subject to satisfactory service. In order for a staff member's appointment to be extended, his/her supervisor must make a written recommendation to HRM confirming that the performance of the staff member has been satisfactory. No standard format is required for such a recommendation.

2. At least four months prior to the expiration of the staff member's appointment (for fixed-term appointments), the AO establishes the list of the concerned staff members. The AO requests a confirmation to the immediate supervisor who submits to the AO a recommendation for the extension of the appointment. The AO initiates a Contract extension workflow which is transmitted for endorsement to:

   (a) the Director-General for Director and above staff and Directors/Heads of Field Offices;

   (b) the ADG of Sector/Director of Bureau/Office for P-1 to P-5 staff in Headquarters;

   (c) the Director of Division/Bureau/Office for General Service staff in Headquarters;

   (d) the Director/Head of Field Office for all staff in the field.

3. Once approved, the request is transmitted to HRM for staff on fixed-term contracts (RP). In the case of staff members on temporary contracts or on fixed-term contracts with extrabudgetary funding, a request is transmitted to the HR Officer (HRM), through the Bureau of Financial Management (BFM) for budget confirmation.

4. The recommendation shall be consistent with the performance appraisal for the period concerned.

If the staff member's performance has fully met or exceeded expectations

5. If the staff member's performance has fully met or exceeded expectations, his/her immediate supervisor shall make a recommendation for the extension of his/her appointment explicitly confirming that the performance has been satisfactory or has exceeded expectations. The supervisor does not need to prepare a performance report at this stage, unless the appointment expiry date coincides with the end of the performance appraisal cycle (i.e. the end of biennium), in which case a standard performance report shall be prepared.

If the staff member has partially met expectations

6. If the staff member has partially met expectations, his/her supervisor shall establish a performance report before the expiration of the appointment and must prepare a performance improvement plan to address the performance issues identified. In such case, the supervisor shall make a recommendation for the extension of his/her appointment.
7. If, subsequent to the performance improvement plan, the performance of the staff member has not improved, and his/her performance is considered as “not meeting expectations”, his/her supervisor shall establish a performance report and shall recommend the termination or non-extension of the staff member’s appointment. In such case, the appointment shall be extended for not more than three months at a time, as an interim measure, pending Director-General’s decision based on the advice of the Reports Board under Staff Rule 104.11 (a) and (b)).

If the staff member has not met expectations

8. If the staff member has not met expectations, his/her supervisor shall establish a performance report and shall recommend the termination or non-extension of the appointment; in such case, the appointment shall be extended, as an interim measure, for not more than three months at a time, pending the Director-General’s decision based on the advice of the Reports Board under Staff Rule 104.11 (a) and (b)).

B. Performance Assessment and Within-grade Salary Increments

See also HR Manual Chapter 4 Salaries and allowances, HR Item 4.6, paragraphs 23 to 44.

Granting of within-grade salary increments (WIGI or Steps)

8. A within-grade salary increment is granted to staff members, subject to satisfactory service. A staff member is deemed to have provided satisfactory services when he/she has exceeded expectations or fully met expectations for the qualifying period of service. The supervisor makes a separate recommendation for the granting of within-grade salary increments. Such recommendation should be consistent with the performance appraisal for the period concerned.

Qualifying period of service between increments

10. Within-grade increments (or steps) are normally granted every twelve months to all eligible staff members up to the maximum step at each level. However, beyond step VII of grades P-1 through P-5 and step 4 of D-1 grade and step 1 of the D-2, the qualifying period for the granting of increments is twenty-four months. For information on the number of steps at each level in the international Professional and higher categories see ICSC web site. Salary increments are granted to staff members on the first day of the month in which the qualifying period has been met, and annually thereafter, except as specified above.

11. For staff in the General Service and National Professional categories, the maximum regular step at each level is reflected in the salary scale for the duty station. The salary scales for some duty stations provide for long-service (longevity) steps beyond the maximum regular step. For the salary scales by duty station and the qualifying criteria for long-service steps, if any, see the UN Salaries and Allowances web site.

C. Withholding and deferment of salary increments

12. An increment shall be deferred within an increment period or withheld if the service is not satisfactory.

13. If supervisors do not comply with their obligation to appraise the performance of the staff under their immediate supervision, a within-grade salary increment may be deferred, pending completion of the performance reports, and retroactively processed, once the latter are completed. HRM monitors the compliance rate and informs ADGs/DIRs accordingly.

14. An increment which has been deferred, shall become payable at the expiry of the period of deferment, for the unexpired portion of the incremental period concerned.
Example: If the increment normally due on 1 February 2014 is deferred for two months, the increment shall be payable as from 1 April 2014. Deferment of an increment shall not affect the date at which future increments shall fall due, e.g. whilst the deferred increment was granted on 1 April 2014, the next increment shall fall due on 1 February 2015.

15. Withholding of an increment is the non-payment of a salary increment on the due date. Where it has been withheld, one increment shall become payable at the normal incremental date following the period for which it has been withheld.

Example: If the increment normally due on 1 February 2014 is withheld, no increment is paid for the next 12 months (qualifying period) and an increment becomes payable as from 1 February 2015.

D. Recommendation for granting, withholding or deferment of an increment

16. At least four months before the due date of the salary increment of the staff member, his/her immediate supervisor shall make a recommendation for granting, withholding or deferment of the next salary increment.

17. Such recommendations are subject to approval by:

(a) The ADG/Director of Bureau/Office for Professional staff at Headquarters;
(b) The Director of Bureau/Office/Division for General Service staff at Headquarters;
(c) The Director/Head of Field Office for all staff in the field.

18. The recommendation to grant, withhold or defer a salary increment shall be based on the staff member’s performance for the qualifying period between within-grade increments. Such recommendation shall be consistent with the performance appraisal for the qualifying period, based on the standard performance report.

When the staff member has exceeded expectations or fully met expectations

19. When the staff member has exceeded expectations or fully met expectations during the qualifying period, he/she shall be deemed to have provided satisfactory service and the within-grade salary increment shall be granted.

When the staff member has partially met expectations

20. When the staff member has partially met expectations during the qualifying period, a within-grade salary increment shall be deferred pending the completion of the performance improvement plan:

(a) If, subsequent to the performance improvement plan, the performance of the staff member has improved, the deferred increment shall be granted as from the date of completion of the performance improvement plan.

Example: The increment due in November 2014 shall be deferred until April 2015 when the performance improvement plan for 5 months shall be completed. If the outcome of the plan is satisfactory the deferred increment shall be granted as of April 2015.

(b) If, subsequent to the performance improvement plan, the performance of the staff member has not improved, and his/her performance is considered as “not meeting expectations”, his/her supervisor shall recommend the termination or non-extension of the staff member’s appointment. In such case, the within-grade increment shall be withheld.
When the staff member has not met expectations

21. When the staff member has not met expectations during the qualifying period, the salary increment shall be withheld. The supervisor shall establish a performance report for the qualifying period (if it does not overlap with the period of the standard performance report).

Process for requesting/granting within-grade increment

22. Four months before the due date of salary increments, HRM sends the list of staff concerned to the AO of the Sector/Bureau/Office/Field Office, for onward transmission to the supervisors concerned for their recommendation.

23. If the recommendation is to grant the within-grade increment, the supervisor must confirm in writing that the staff member has fully met or exceeded expectations for the period under review. Recommendations for granting the within-grade increment are processed in the WIGIS application (for staff at HQ) or completed in the Form HR 4-3 “Within-grade increment” (for staff in the field), which is transmitted to HRM. HRM informs the staff member concerned of the decision to grant the within-grade increment.

24. If the recommendation is to withhold or defer the within-grade increment, the supervisor must complete the WIGIS application (for staff at HQ) or the Standard Form HR 4-4 “Within grade increment (deferred/withheld)” (for staff in the field), with a copy to the staff member concerned and to HRM.

Staff Rules

1. Staff Rule 104.6 - Fixed-term appointment
2. Staff Rule 104.8 - Temporary appointment
3. Staff Rule 104.11 - Reports Board
4. Staff Rule 103.4 - Salary increments

Forms

1. Form HR 4-3 - Within-grade Increment
2. Form HR 4-4 - Within-grade Increment
3. Contract Extension workflow
4. WIGIS workflow

Links

1. MyTalent

Appendices

1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
HR Item 14.6. Recourse mechanisms

A. Review Panels

Staff Rule 104.11 ter

Mandate of Review Panels

1. Review Panels have the following mandate:

   (a) To review the performance reports with the final rating “partially meets expectations” or “does not meet expectations”;

   (b) To review the performance reports where a staff member alleges a lack of objectivity, regardless of the rating assigned by the supervisor;

   (c) To review the performance reports where the written observations conflict with or substantially diverge from the rating assigned.

2. Review Panels shall not examine short performance reports established for staff on probation.

Composition of Review Panels

3. Review Panels are composed as follows:

   a) For International Professional staff and General Service staff (P/GS) at Headquarters and in Category 1 Institutes/Centres* and International Professional/National Professional (P/NPOs) staff in the field: the Sector ADG/Director of Bureau/Office/Institute as a Chair, one staff member at a level higher than that of the staff member whose performance report is to be reviewed and a representative from HRM. In the case of a staff member whose supervisor or second-level reviewer is the ADG of Sector / Director of Bureau/Office/Institute, DIR/HRM designates another ADG or Director to replace the latter in the Review Panel;

   (*) Except Chiefs of Sections in Bureaux/Offices/Institutes whose direct supervisor is the Director of Bureau/Office/Institute (see paragraph 3 (b)).

   b) For Chiefs of Sections in Bureaux/Offices/Institutes (whose direct supervisor is the Director of Bureau/Office/Institute): the Deputy-Director-General (or his/her designated representative at ADG or Director level) as a Chair, one staff at a level higher than that of the staff member whose performance report is to be reviewed and a representative from HRM.

   c) For Director staff at Headquarters/Institutes other than Directors of Bureaux/Offices/Institutes: the Deputy-Director-General (or his/her designated representative at ADG or Director level) as a Chair, one staff at the same or a level higher than that of the staff member whose performance report is to be reviewed and a representative from HRM.
d) For Directors and Heads of Field Offices: the Deputy-Director-General (or his/her designated representative at ADG level) as a Chair, one staff at the same or a level higher than that of the staff member whose performance report is to be reviewed (ADG/AFR for Directors/Heads of Field Offices in Africa) and a representative from HRM.

e) For General Service staff in the field: the Director/Head of Field Office as a Chair, one Professional staff in the Field Office and a representative from HRM (via video or teleconference). In the case of staff member whose supervisor or second-level reviewer is the Director of Field Office, DIR/HRM designates another staff member to replace the latter in the Review Panel.

f) For Administrative Officers (Headquarters and Field Office): Chief Finance Officer (or his/her designate) as a Chair, one representative from IOS and one representative from HRM.

g) For very small organizational units: the Review Panels may include senior management staff from other organizational units.

**Table 14-2 Composition of Review Panels**

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<th>Composition of Review Panels</th>
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<tr>
<td><strong>Chair</strong></td>
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<td><strong>Sectors</strong></td>
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<td>P/GS staff at HQs and Category 1 Institutes/Centres*; P/NPO staff in the field</td>
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<tr>
<td>Chiefs of Sections in Bureaux/Offices/Institutes (whose direct supervisor is the Director of Bureau/Office/Institute)</td>
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<tr>
<td>Directors at Headquarters/Institutes (other than Directors of Bureaux/Offices/Institutes)</td>
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</table>
Directors and Heads of Field Offices  
the DDG (or his/her designated representative at ADG or Director level)  
1) One staff member at the same or a level higher than that of the staff member whose performance report is to be reviewed (ADG/AFR for Directors and Heads of Field Offices in Africa)  
2) HRM representative

Administrative Officers (HQ and FO)  
CFO  
1) IOS representative  
2) HRM representative

GS staff in the field  
HFO  
(For small field units, ad-hoc panels may be set up by DIR/HRM)  
1) One Professional staff in the Field Office  
2) HRM representative

* Except Chiefs of Section whose direct supervisor is the Director of Bureau/Office/Institute

Review Panel Process

4. Performance reports with a “partially meets expectations” and “does not meet expectations” rating are submitted to the Review Panel.

5. A staff member may, not later than 10 working days after signing the performance report, request the review of the performance report by the Review Panel on the basis of paragraph 1 (b) and (c). Such requests are done in MyTalent-Performance Management. HRM monitors requests and informs Sectors/Bureaux/Field Offices/Institutes by requesting them to establish a Review Panel.

6. Performance reports are only examined by the Review Panel after being reviewed by the second-level reviewer.

7. It is the responsibility of ADGs/Directors of Bureau/Office/Institutes and Directors/Heads of Field Office to organize Review Panel meetings within a maximum of 2 months of the staff members’ request.

8. The Review Panel examines the performance reports of the staff members concerned and hears the staff member, his/her supervisor, and if need be, the second-level reviewer.

9. The Review Panel endorses or not the performance appraisal and/or the rating assigned by the supervisor and reviewed by the second-level reviewer. The Panel makes comments on the performance report, including the reasons why the performance report/rating has or not been endorsed. If the Review Panel determines that the appraisal is of poor quality, inconsistent, or unfair, it returns the report to the supervisor for review. It may also change the appraisal (by expected result/work assignment and/or the overall appraisal) and/or the performance rating. The decision of the Review Panel shall prevail, without prejudice to the right of the staff member concerned to contest the performance report under Staff Rule 104.11 bis (c).

11. The Chairperson of the Review Panel shall sign and date the decision of the Panel.

12. The supervisor shall communicate the Review Panel’s decision to the staff member, who shall take note of, sign and date the report. The staff member may add his/her comments on the review. The staff member may contest the performance report under Staff Rule 104.11.

B. Reports board

Staff Rule 104.11

13. The staff member may contest his/her performance report before the Reports Board once it has been reviewed by the Review Panel. The Reports Board reviews contestations by staff members in the following cases and advises the Director-General accordingly:

(a) where the rating awarded is “partially meets expectations” or “does not meet expectations”;  
(b) where a staff member alleges a lack of objectivity, whatever the rating awarded;  
(c) where a staff member alleges non-observance of the relevant procedures, including where a written observation in the performance report conflicts with or is substantially divergent from the corresponding rating given;  
(d) where the within-grade increment is deferred or withheld.

14. The Reports Board also reviews contestations of an administrative decision on the termination or the non-extension of a staff member’s contract, or the non-confirmation of the appointment of a staff member at the end of the probationary period where such decision is taken as a consequence of not meeting performance expectations.

15. However, if the deferment/withholding reflects an administrative decision on a contested performance report covering the period of deferment/withholding of the WIGI, the staff member may not take the matter to the Reports Board (Staff Rule 103.4 (f)).

Example: If the staff member has contested a performance report with the rating “does not meet expectations” before the Reports Board and if the rating has been confirmed by the Reports Board and a decision to withhold the WIGI has been taken as a result of the rating, such decision to withhold the WIGI shall not be contested before the Reports Board.

16. Contestations should be submitted to the Chairperson of the Reports Board, through DIR/HRM, not later than 10 working days (20 working days for staff members in the field) after receiving the report reviewed by the Review Panel. The staff member concerned should submit a concise written account of his/her objections and the facts and conclusions on which they are based. The matter shall be brought as soon as possible before the Reports Board.

17. The Reports Board may recommend that the performance report be either maintained, suspended or rescinded. When recommending rescission, the Reports Board may request that another report be submitted within a defined timeframe. The Reports Board may confirm the overall rating or recommend another rating.

18. The Reports Board may recommend that the decision to withhold or defer a within-grade increment be maintained, suspended or rescinded. It may recommend another period of deferment.

19. The Chairperson of the Reports Board submits the report to the Director-General via DIR/HRM for decision, summarizing the proceedings of the meeting and the recommendation signed by the members of the Reports Board.
20. The decision of the Director-General based on the Reports Board’s recommendation shall be communicated to the staff member concerned, his/her supervisor and second-level reviewer, the ADG/Director of Bureau/Office/Institute or Director/Head of Field Office, the Administrative Officer and the Chairperson of the Review Panel. The Director-General’s final decision is shared with the Reports Board’s Chairperson and members. A copy of Director-General’s decision shall be transmitted to HRM to be placed in the staff member’s individual file.

Membership of the Reports Board

21. The Reports Board is composed of the following members:

(a) A non-voting chairperson appointed by the Director-General and having the rank of Assistant Director-General, Principal Director (D-2), or Principal Officer (D-1) or his/her alternate;

(b) Two members appointed by the Director-General from the Senior Officer (P-5) or Principal Officer (D-1) category or their alternates; and

(c) Two members appointed, in consultation with the staff associations, from the panels of elected staff members eligible to sit on the Advisory Board on Individual Personnel Matters or their alternates.

The term of office of the Chairperson and the members shall be two years, renewable. They shall serve until such time as their successors are appointed. Alternates for the Chairperson and the members of the Reports Board shall be appointed in the same way and following the same procedures.

For the current membership of the Reports Board, see IC/HR/70 of 9 July 2014.

Composition of the Reports Board

22. When a session of the Reports Board concerns a contestation case, the following will apply:

(a) the grade of the four members of the Reports Board shall, as far as possible, not be lower than that of the staff member concerned;

(b) none of the members shall be from the Sector/Bureau/Office of the staff member concerned;

(c) if the above criteria cannot be met or if a member is not available, HRM shall select an alternate Chairperson and/or (an) alternate member(s) from the same staff categories or panels;

(d) if the contestation case is submitted by a staff member in the General Service category, at least one elected staff member shall belong to this category.

23. DIR/HRM or his/her representative may attend the meetings of the Reports Board without the right to vote. The Secretariat of the Reports Board is held by HRM.

24. An observer of each representative staff association has the right to attend the meetings of the Reports Board without the right to vote. When the Reports Board reviews a contestation case, the observers are not entitled to be given the floor during the decision-making phase of its deliberations.

25. The proceedings of the Board are confidential.
D. Appeals

See also HR Manual Chapter 12 Appeals

26. Any decision taken by the Director-General, following the recommendation of the Reports Board, concerning both the performance report and the administrative measure to be taken as a consequence of the report, is subject to appeal, in accordance with paragraph 5(b) and paragraph 7(a) of Annex A (Statutes of the Appeals Board) to the Staff Regulations and Rules. (See HR Manual Chapter 12 Appeals). The staff member shall address his/her protest to the Director-General, via DIR/HRM, within a period of one month (two months for field staff or staff separated from the Organization) from the date of receipt of the contested decision.

Staff Regulations
1. Staff Regulation 11.1
2. Annex A - Statutes of the Appeals Board

Staff Rules
1. Staff Rule 104.11 - Reports Board
2. Staff Rule 104.11 bis - Reports on staff members
3. Staff Rule 103.4 - Salary increments
4. Staff Rule 104.11 ter - Review Panels

Circulars
1. IC/HR/70 - Renouvellement de la composition du comité des rapports

Links
1. MyTalent
HR Item 14.7. The Team Award Programme

A. Purpose

1. The Team Award is granted in recognition of an outstanding contribution to UNESCO’s mission and objectives by a team, whose performance has been exceptional and which has made a significant contribution in the achievement of UNESCO programmes. The Award seeks to reward results and to recognize qualities such as sense of initiative, innovation, creativity, teamwork and service-orientation.

2. The basic principles governing the Team Award Programme are as follows:
   
   (a) it rewards results, outcomes, processes and best practices;
   
   (b) it is based on specific, achievable contributions known by all;
   
   (c) it is open, fair and transparent;
   
   (d) it consists of a non-monetary Award;
   
   (e) there shall be a limited number of Team Awards, granted every biennium, by the Director-General;
   
   (f) awards are public.

B. Eligibility

3. Functional teams and ad hoc Teams are eligible for the Team Award:
   
   (a) Functional teams are work units that are part of the Organization’s structure (such as a Division, Section, Unit, Field Office);
   
   (b) Ad hoc teams (such as Project Teams) are formally designated group assigned to a project with shared work objectives. They do not necessarily appear in the Organization’s structure and the team leader is normally not the team members’ direct supervisor.

C. Criteria

4. The criteria are the following:
   
   (a) achievement of specific goals/results which visibly contribute to the improvement of programme delivery and/or introduction of methods and procedures required for the execution of the programme;
   
   (b) evidence of teamwork, dedication to duty, and *esprit de corps*, by using the capabilities and strengths of all the team members to achieve the particular result;
(c) demonstrated contribution to the required needs of the external or internal clients of the Organization (counterparts or other organizational units);

(d) building and maintaining a supportive and healthy work climate for all involved.

D. Nominations

5. Any UNESCO staff or group of staff can submit nominations to the Awards Panel. Nominations must be supported by evidence of the nominated Team’s exceptional contribution. They must clearly identify their author. Nominations are forwarded to the Awards Panel, via the ADG, Director of Bureau/Office or Director/Head of Field Office, for his/her comments.

E. Team Awards Panel

6. The Director-General shall set up a Team Awards Panel, which shall review nominations for Team Awards and make recommendations to the Director-General.

7. The Panel, which is a sub-committee of the College of ADGs, will be chaired by the Director-General’s designated Representative and will include two Programme Sectors ADGs, DIR/BSP and Director, FSC. HRM shall ensure the Secretariat.

F. Final approval and communication

8. The Director-General approves the granting of Team Awards.

9. Team Awards will be given once per biennium by the Director-General at a dedicated Awards Ceremony at Headquarters. The Award will be accompanied by a written testimony (a plaque or a note of appreciation).
Chapter 15. Learning and development

HR Item 15.1. Introduction

Purpose and scope of the chapter

1. This Chapter sets forth provisions defining the principles and modalities of learning and development of staff both at Headquarters and in the field, and in category 1 Institutes. In some cases, corporate training programs may also include employees holding Service Contracts or Special Service Agreements.

2. The provisions of this chapter do not apply to the persons employed at UNESCO under other contracts of temporary assistance (e.g. consultants, fee contracts, or supernumeraries) or to interns, except for HR Manual Item 15.6, UNESCO internship programme.

See HR Item 16.12 for information on career development and training opportunities for staff with disabilities.
HR Item 15.2. Learning and development framework

A. Rationale
1. While competence is the paramount criterion for recruitment, UNESCO staff needs to continuously develop and adapt their skills and competencies to the rapidly evolving environment in which the Organization operates. Acquiring and capitalizing on knowledge, expertise and experience are critical for the Organization to keep up with the new development, information and knowledge in its fields of competence. Learning and development plays an important role in ensuring that UNESCO delivers its strategic programmes.

2. Learning is an integral part of career development framework of staff which also includes mobility. Learning activities/programmes that are successfully undertaken and applied by staff, resulting in the acquisition and demonstration of additional skills and/or competencies, shall be taken into consideration in the recruitment process for posts at a higher grade and in the reclassification process.

B. Objectives
3. The learning and development scheme aims at:
   (a) ensuring the availability of qualified staff for the Organization to meet its programme priorities and requirements and to improve organizational performance;
   (b) enabling the Organization to attract, retain, motivate and develop its staff;
   (c) fostering career growth and development;
   (d) assisting and encouraging staff members to develop skills and knowledge that will be of benefit to the Organization and to their professional growth;
   (e) creating a positive work environment and greater staff satisfaction and commitment.

C. General principles
4. Learning and development are a shared responsibility of the Organization, its managers and its staff members.

5. The primary onus for learning and development is on the staff member. Each individual is expected to recognize the benefit of learning, keep him/her self informed of learning and development opportunities and engage in learning activities.

6. Learning and development priorities are aligned with the organizational needs derived from programme priorities and from the assessment of individual needs and development goals in relation to current job requirements. Learning and development should be relevant to current or future work and consistent with the Organization’s values, goals and operational priorities.
7. Managers should ensure that organizational, group and individual work objectives are supported by targeted and efficient learning measures. Managers should discuss and agree on learning and developments plans with individual staff members.

8. Managers shall encourage appropriate learning and provide staff with the required time to learn. Supervisors should ensure that staff members are in a position to apply effectively the newly acquired knowledge and skills for the benefit of the Organization.

D. Guidelines for establishing learning activities

9. When identifying, developing and delivering learning activities managers and staff conform to the following guidelines:

   (a) learning should be made available “just in time”, that is when needed and when it can be effectively applied and put into practice;

   (b) learning methodologies should correspond to the learning objective and should match, to the extent possible, the staff member’s preferred learning style;

   (c) the use of “flexible” learning methods, including self study and e-learning, is encouraged;

   (d) all learning options should be cost-effective;

   (e) learning will be measured by its impact on individual and organizational performance and not in terms of number of participants and expenditure.

Learning and Development Programmes

10. Learning and development programmes are divided into two categories:

   (a) Corporate learning and development programmes either in-house (e.g. language see HR Manual Item 15.5, paragraph 1 to 16), informatics, leadership and change management) or external, which focus on corporate UNESCO-wide priorities and respond to corporate training and learning needs. Their planning, design and delivery is centrally managed by HRM within the framework of the corporate funds allocated to HRM.

   (b) Delegated learning and development programmes which focus on specific sectorial priorities or individual needs of staff members in their respective Sector/Bureau/Office/Field Office/Institute (category 1). Their planning, design and delivery is delegated to the Sectors/Bureaux/Offices/Field Offices/Institutes (category 1) within the framework of their respective learning and development envelope (delegated funds) allocated at the beginning of each biennium. The envelope funds should be used to meet entity-specific learning and development needs, including technical skill enhancement needs, which are not otherwise covered by corporate learning and development programmes. HRM ensures the monitoring of delegated learning and development programmes.

Learning and development facilities

11. HRM develops and makes available to staff a number of key corporate learning programmes, learning support facilities and tools, as outlined hereafter. In addition, HRM encourages staff to participate in the external study scheme, see HR Manual Item 15.4. Exchanges or secondments to external partners may also be arranged on an ad hoc basis. HRM shall provide support in this respect. At the beginning of each biennium, HRM issues a learning catalogue containing information on corporate programmes, their objectives, target audiences and prerequisites, duration and frequency, and HRM line officers. The catalogue shall be available on the Intranet.
Multimedia Centre

12. HRM manages a Multimedia Centre as a learning facility accessible to all staff who wish to obtain information on learning and development and self-assessment programmes, follow scheduled activities, organize their own activities, and/or engage in self-study activities during working hours.

13. The Multimedia Centre provides, inter alia, the following:
   (a) equipped training/workshop rooms (partly equipped with computer workstations);
   (b) make recommendations to DG on budget allocations for learning and development plan and institutes (Category I) for implementing learning and development plans;
   (c) library with training/learning materials (UNESCO, other agencies, and partners);
   (d) reading material on relevant subjects (management development, project management, etc.
   (e) updated training information and HR policy information.

14. Heads of field offices are encouraged to set up similar learning facilities, in particular in cluster or regional offices. HRM shall provide them with technical advice and assistance in this respect.

E-Learning

15. The e-learning capacity of the Organization shall be built and progressively strengthened. Most learning and development programmes will be gradually supported by online tutorials accessible to staff members individually. E-learning solutions also provide scope for self-testing and reporting on system usage.

E. Partners in the learning process

Learning and Development Commission

16. The Director-General appoints a Learning and Development Commission comprising representatives from each Sector, BFM, FSC, BSP and HRM and two field representatives. The Commission shall be chaired by a senior manager at Director level. The tenure of the Commission members is of four years.

17. The Learning and Development Commission has the mandate to:
   (a) provide recommendations to Director-General on learning priorities and programmes for the biennium;
   (b) make recommendations to Director-General on budget allocations for learning and development plan and to institutes (Category I) for implementing learning and development plans;
   (c) identify target groups;
   (d) monitor the implementation of learning and development programme of the Organisation.

Focal Points

18. Focal Points are designated by the ADG/Director/Head of field office in each Sector/Bureau/Office/Institute/Field Office to coordinate learning and development matters. More particularly, Focal Points are responsible for:
(a) providing guidance to ADG and DIR of Bureau;
(b) assisting in the identification of individual and group learning and development objectives;
(c) assisting the Sector/Bureau/Office/Field Office/Institute (category 1) in developing its biennial learning and development plan;
(d) ensuring validation and follow up of the learning and development plan;
(e) ensuring and facilitating the implementation of the learning and development plan (assisting in the selection of training providers, reviewing and ensuring the follow-up of training sessions, etc.);
(f) preparing of the progress report on learning and development activities of the Sector/Bureau/Office/Field Office/Institute;
(g) ensuring the contact with HRM/TCD

Review Panel for External Studies

19. To review individual requests for external studies, the Learning and Development Commission sets up a Review Panel for External Studies composed of 6 members. The Chairperson of the Learning and Development Commission shall choose half of the members of the Review Panel from staff members elected to the Personnel Advisory Boards (PABs) and the other half from the Commission. Observers of the Staff Associations will be invited to attend the meetings.

20. The Review Panel for External Studies will meet once a year to review requests in the light of the criteria established for the external study scheme. It shall make recommendations to the Director-General for approval.

Staff Regulations

1. **Staff Regulation 5.1**

Staff Rules

1. **Staff Rule 105.2 - Special leave**

Links

1. **TULIP**

Appendices

1. **Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW**
HR Item 15.3. Learning and development cycle

A. PHASE I: Preparation, review and approval of the Learning and Development Framework and Budget

B. PHASE II: Identification of individual learning and development needs and objectives

C. PHASE III: Implementation of learning and development plan

1. Learning and development is programmed like all other activities of the Organization. The learning and development process is interlinked with two other main activities of UNESCO, namely:

   (a) The development of the overall programme for the following biennium, which defines the corporate priorities for the biennium. Once the programme and budget are approved by the General Conference, the Sectors, Bureaux/Offices, Field Offices and Institutes shall proceed with the programming of learning and development activities.

   (b) The performance management of each staff member in the framework of which individual learning and development needs, objectives and activities are identified, agreed upon and planned. Based on the individual objectives, Sectors, Bureaux/Offices, Field Offices and Institutes (category 1) develop their learning and development plans and HRM/TCD implements the institutional training.

2. In the middle of the second year of the biennium, HRM/TCD develops the learning and development framework, based on the biennial report on implementation of Learning and Development Framework for the terminating biennium, and taking into account the following:

   (a) organizational (corporate) learning and development priorities identified by the Learning and Development Commission based on UNESCO’s overall strategic priorities; and

   (b) group learning and development priorities identified by the Sectors, Bureaux/Offices, Field Offices and Institutes (category 1) in consultation with HRM/TCD.

3. The Framework should outline:

   (a) corporate learning priorities and objectives for the next biennium;

   (b) the proposed corporate training programmes and target groups;

   (c) budget estimates, including:

      (i) the proposed amount to remain centralized with HRM;

      (ii) the proposed amounts to be allocated to Sectors, Bureaux/Offices, Field Offices and Institutes (category 1).

4. The Learning and Development Commission submits the proposed Learning and Development Framework:

   (a) first to the College of ADGs for review and feedback;

   (b) then to the Director-General for approval.
5. The Director-General approves the Learning and Development Framework and budget including corporate and learning envelopes.

Programming of learning and development activities in SISTER

6. Before the start of the new biennium, the Sectors, Bureaux/Offices, Field Offices and Institutes (category 1) program their respective learning and development activities in SISTER based on the approved Learning and Development Framework and the activity hierarchy defined by HRM in SISTER.

Budget Allocation

7. At the beginning of each biennium, funds corresponding to up to 3% of the Organization’s regular programme staff costs are allotted, within the Learning and Development Framework, to learning and development through learning and development envelopes and corporate funds as follows:

   (a) a learning and development budgetary envelope is allocated to each Sector, Bureau, Field Office and Institute (category 1), taking due account of their learning priorities. The delegated learning and development activities are managed within the delegated budgetary envelope. The ADG/Director of Bureau/Office or Director/Head of field office shall be responsible for allocating the funds in the most effective way and shall be accountable for the efficient management of these funds. Decisions to allocate funds shall be based on the following three factors:

      (i) programme priorities;

      (ii) individual staff needs within the Sector/Bureau/field office;

      (iii) appropriateness and cost effectiveness of the learning option.

   (b) Corporate funds are allocated to HRM to manage centrally corporate learning and development activities.

B. PHASE II: Identification of individual learning and development needs and objectives

8. In February-March of the first year of the biennium, during the performance assessment process, the staff member and his/her immediate supervisor shall discuss and agree upon individual learning and development objectives and activities.

9. This review aims at identifying short and medium term job-specific learning and development objectives and agreeing on concrete activities to achieve these objectives during the biennium. In this exercise, immediate supervisors shall ensure that the agreed objectives are consistent with the achievements/accomplishments expected from the staff member during the respective performance assessment cycle. Supervisors shall ascertain that individual learning and development objectives are supported by targeted learning activities. The supervisor shall ensure that the staff member attends at a minimum one learning and development activity organized in the framework of his/her job responsibility and corresponding to his/her learning objectives.

10. Longer-term development aspirations may also be discussed during this review.

11. The learning objectives and corresponding learning activities agreed by the manager and the staff member shall be recorded in PerfoWeb in the individual learning and development plan integrated into the biennial performance report. Instructions on how to complete the learning and development plan are provided in the guidelines for the use of PerfoWeb.
12. The supervisor shall ensure with the staff member the follow-up of the implementation of targeted learning activities and their effectiveness. While follow-up action must be ongoing, the manager is responsible for discussing and reviewing progress with the staff member during the informal mid-term review and on the occasion of the final, end-of-biennium performance assessment discussion.

13. At the time of the final assessment, the staff member will indicate in the learning and development plan whether the planned learning activity took place and whether the learning objectives were met, i.e. whether the training proved to be useful. The supervisor is also required to comment on the learning and development activities taken. This information is used by HRM/TCD to monitor the effectiveness of learning and development and to plan future learning activities.

Identification of group learning and development needs and objectives:

14. In February-March of the first year of the biennium, group learning and development objectives are identified by ADGs at the beginning of the biennium. The Focal Points shall organize interviews with the section/division managers from the Sector/Bureau/Office/Field Office or Institute (category 1) to identify collective learning needs by grouping individual objectives, through discussions with supervisors and in line with the main strategic directions of the Sector/Bureau/Office/Field Office/Institute and the organizational priorities.

15. Supervisors ensure that organizational, group and individual work objectives are supported by targeted and efficient learning measures.

16. The training plan is prepared and approved by the ADG, Director of Bureau/Office of Head of field office concerned and submitted to HRM/TCD.

17. HRM/TCD validates the training plan in SISTER and the funds shall be allocated.

18. The outcome of the needs identification process is reflected in the report prepared by each Focal Point comprising the following:

(a) Learning objectives;
(b) Priority rank;
(c) Target group(s);
(d) Number of staff members concerned;
(e) Timeframe;
(f) Expected results;
(g) Estimated overall cost.

Preparation of biennial learning and development plans: PHASE II

19. In February-March of the first year of biennium, Sectors, Bureaux/Offices, Field Offices and Institutes draw up their detailed biennial learning and development plans based on:

(a) individual short- and medium-term job-specific learning and development objectives of the staff, as agreed by the staff member and his/her supervisor and recorded in PerfoWeb. See HR Manual Chapter 14 Performance Management.
(b) group learning and development needs, as identified by the Focal Point by grouping individual learning needs or through discussions within the Sector/Bureau/Office/Field Office/Institute. See the Guidelines for identifying group Learning and Development needs and Learning and Development group plan for the Sector/Bureau/Office;

(c) organizational and programme priorities. See the Guidelines for identifying organization-wide Learning and Development requirements.

20. Learning and development plans should encompass the following types of activities:

(a) corporate learning and development activities within the corporate learning framework;

(b) delegated learning and development activities to be managed by the Sectors, Bureaux/Offices, Field Offices and Institutes (category 1) within their budgetary envelope; and

(c) external studies to be managed within the budgetary envelope.

21. Learning and development plans should include the following information:

(a) learning and development objectives (linked to individual and group work objectives);

(b) learning and development activities to achieve objectives;

(c) expected results;

(d) target group(s) for each activity;

(e) timeframe;

(f) overall proposed budget.

22. The biennial learning and development plans are submitted to HRM/TCD by the end of March. In order to optimize resources, HRM/TCD reviews training proposals and advises the Sectors, Bureaux/Offices, Field Offices and Institutes on cost-sharing and/or resource-pooling options for training requests with common or similar learning objectives.

23. Bearing in mind the priorities identified by the Learning and Development Commission, HRM/TCD develops the corporate biennial learning and development plan and adjusts it to the proposals integrated in the plans submitted by Sectors, Bureaux/Offices, Field Offices and Institutes.

C. PHASE III: Implementation of learning and development plan

24. Sectors, Bureaux, Field Offices and Institutes shall implement their learning and development plans within their budgetary envelope, with the support of HRM. Some learning activities (e.g. language training and informatics’ applications) are implemented directly by HRM/TCD in close collaboration with the Sectors, Bureaux, Field Offices and Institutes.

25. HRM/TCD coordinates the implementation of the corporate learning and development plan within the learning and development framework and budget.

Monitoring, evaluation and reporting

26. The monitoring of both corporate and delegated training and learning activities is ensured by HRM/TCD.
27. All learning activities are systematically evaluated through trainee’s feedback collected by means of evaluation forms. This feedback is used by HRM to improve programmes as required.

28. ADGs of Sectors, Directors of Bureaux/Offices/Institutes and Directors/Heads of field offices shall submit to HRM a progress report on the implementation of their learning and development plans in September each year. See the Recommended indicators for global training report.

29. Progress reports should contain information on:
   (a) the corporate and delegated learning activities undertaken;
   (b) their cost;
   (c) the extent to which individual learning objectives have been met;
   (d) problems encountered and solutions proposed or implemented.
   (e) external studies approved and/or completed.

30. In September/October of each year the Learning and Development Commission shall review the reports consolidated by HRM, covering both corporate and delegated training activities. HRM submits the progress reports to the College of ADGs.

31. At the end of each biennium, HRM shall submit a biennial consolidated report to the Director-General. The report should contain information on:
   (a) learning activities undertaken in the reporting period;
   (b) the number of beneficiaries;
   (c) the impact of the learning activities and
   (d) their cost.

Key Documents
1. Performance assesment cycle
2. Guidelines for the use of PerfoWeb (in French)
3. Guidelines for programming & monitoring learning & development activities

Links
1. MyTalent
2. SISTER 2 - Helpcards
HR Item 15.4. The external study scheme

A. Eligibility
B. General principles
C. External studies assistance
D. External study requests
E. Communication of decisions
F. Learning plans
G. Study leave arrangements
H. Financial liability
I. External study reports

1. The external study scheme complements internal corporate learning programmes and supports staff members in developing and enhancing their knowledge and skills, which are of benefit to UNESCO and to their professional growth and development within the Organization. External studies should be linked to organizational priorities.

2. For the purposes of this scheme, external studies are broadly defined as learning or training programmes that are not part of internal training opportunities offered or funded by the Organization.

3. External studies may include, but are not limited to, the following types of learning activities:
   (a) study and research in the field of specialization;
   (b) conferences, workshops and seminars;
   (c) short-term assignments or missions;
   (d) secondment to an external work setting such as education/research institutions, National Commissions, governmental agencies, international agencies, United Nations agencies and NGO.

4. External studies do not include language training, for information on training see HR Manual Item 15.5, paragraphs 1 to 16.

A. Eligibility

5. The external study scheme is open to all UNESCO staff members who have completed at least two years’ satisfactory service and whose performance has fully met expectations.

B. General principles

6. External studies may be approved only in cases where no equivalent learning activities are available within the Organization or where distance learning is not available and/or not appropriate.

7. External studies should clearly enhance knowledge and skills that are required in the Organization. These skills should be linked to organizational priorities defined in the approved programme and budget and in UNESCO’s Medium-Term Strategy.
8. Proposed study programmes must be cost-effective. Programmes should be proposed on the basis of the least costly solution with the most potential benefits to the staff member and to the Organization. There should be a tangible “return on investment” for the Organization, as a corollary to its financial support and/or the time off granted to the beneficiary.

9. External studies should be pursued as close as possible to the applicant’s current duty station. Distance learning opportunities should be explored systematically.

10. Supervisors should ensure that learning is effectively applied and put into practice by the staff member. In addition, the staff member, on return from study, should systematically identify ways to share the newly acquired knowledge and skills with his/her colleagues.

C. External studies assistance

11. To support requests for external studies, the following forms of assistance (applied either separately or in combination) are available:

(a) **Leave arrangements** - Study leave may be granted without pay, with partial pay or with full pay.

(b) **Financial support** - The Organization may support financial requests for external study, in part or in full. It may cover learning costs (stipend, fees, material, etc.) and/or travel costs (journey, DSA). The level of assistance granted will be based on available funds and programme priorities.

(c) **Work time arrangements** - The staff member and the supervisor should agree on a flexible working schedule to allow for study time, as required (it may be a fixed number of hours or days per month). Any arrangement shall take into account the operational requirements.

D. External study requests

12. Staff members shall provide the following information in their external study requests:

(a) personal data (see Form request for UNESCO External Study Programme);

(b) objectives and expected benefits of study, including how the study will be applied in practice;

(c) proposed learning programme (dates, venue and content);

(d) assistance requested (special leave, financial support and/or work time arrangements);

(e) declaration of commitment (see Form request for UNESCO External Study Programme and paragraph 24 below);

(f) support from the ADG of Sector /Director of Bureau/Institute/HFO for requests to be approved by the Panel for External Studies;

(g) support from the Director of Division or of Chief of Section for requests to be approved by the ADG, Director of Bureau/Office/Institute (category 1) or Head field office.

Criteria for approval of requests

13. In addition to compliance with the general principles listed under paragraphs 6 to 10 above, approval of external study requests is subject to the following criteria:

(a) demonstrated ability and motivation to learn of the staff member concerned;
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(b) consistency between the study content, organizational needs and the staff member’s duties
(c) relevance of the learning objective in regard to programme priorities;
(d) relevance of the learning objective in regard to the learning and development plan;
(e) the staff member’s commitment to remain in the Organization immediately following the completion of the course study:
   • the commitment should be at least 2 years for studies that require 3 months or more of special leave with pay, 6 months or more of special leave without pay and/or US$ 10,000 or more in financial assistance;
(f) period of service at UNESCO before the study:
   • a period of satisfactory service of at least 5 years at UNESCO is required for studies that entail 3 months or more of special leave with pay, 6 months of special leave without pay and/or US$ 10,000 or more in financial assistance.
(g) cost-effectiveness;
(h) availability of funds;
(i) possible multiplier effects of the training (i.e. transfer by the beneficiary of the training of knowledge gained to other staff members);
(j) impact on the operational requirements of the Sector/Bureau/Field Office/Institute.

Approval of requests

14. Before approval, ADGs of Sectors/Directors of Bureaux/Offices/Institutes and Directors or Heads of field offices must ensure that funds are available for that purpose, within their allocated biennial “learning and development envelope”.

15. External study requests for:
(a) flexible working hours;
(b) special leave with pay for less than 3 months;
(c) special leave without pay for less than 6 months;
(d) financial support up to US$ 10,000

shall be approved by the ADGs, Directors of Bureaux/Offices/Institutes and Directors/Heads of field offices who are accountable for the efficient use of the delegated funds.

16. Such approval is subject to:
(a) endorsement of requests by the Chief of Section/Director of Division concerned;
(b) compliance with the established criteria (see paragraph 13);
(c) availability of funds within the delegated learning and development funds (envelope).

17. ADGs of Sectors, Directors of Bureaux/Offices/Institutes and Directors/Heads of field offices shall make a recommendation to the Review Panel for External Studies (of the Learning and Development Commission) for all requests relating to:
(a) special leave with pay for 3 months or more;
(b) special leave without pay for 6 months or more;
(c) financial support of US$ 10,000 or more.

18. This recommendation shall include the list of nominees, by priority, and the completed request forms.

19. To review individual requests for external studies, the Learning and Development Commission shall set up a Review Panel for External Studies composed of 6 members. The Chairperson of the Commission shall choose half of the members of the Review Panel from staff members elected to the Personnel Advisory Boards (PABs) and the other half from the Commission. Observers of the Staff Associations will be invited to attend the meetings.

20. The Review Panel for External Studies will meet once a year to review requests in the light of the criteria established for the external study scheme. It shall make recommendations to the Director-General for approval.

E. Communication of decisions

21. HRM/TCD communicates the Director-General’s decisions on external study requests to the staff member concerned, with a copy to the ADG of Sector/Director of Bureau/Institute/HFO. If the request is not approved, HRM/TCD shall give feedback to the staff member concerned. Decisions of special leave approval shall be copied to the HR Officer concerned in HRM.

F. Learning plans

22. Once approved, the external studies are expected to be pursued as planned. Substantial changes to a staff member’s learning plan must be endorsed by the ADG/Director/Head of field office or by the Review Panel for External Studies, if it has approved the request.

G. Study leave arrangements

23. Study leave may be granted as special leave without pay, with partial pay or with full pay to allow eligible staff members to undertake approved external studies. For information on Study leave arrangements, see HR Manual Item 6.11.

H. Financial liability

24. Should a staff member not return to UNESCO after studies for which he/she was granted a minimum of 3 months’ special leave with pay or US$ 10,000 in financial assistance, or if the study programme has not been followed, he/she shall be required to reimburse the amounts received, including the cost of paid special leave. Upon approval of the external study, the staff member shall be requested to submit a signed undertaking of financial liability (Form Request for UNESCO External Study Programme).

I. External study reports

25. Upon his/her return from study, and no later than 2 months after completion of study, the staff member must submit a report signed by his/her supervisor to the ADG, Director of Bureau/Office/Institute, Director/Head of field office (copy to HRM/TCD), indicating whether the learning objective has been met, and specifying how the newly acquired knowledge and skills will be applied in UNESCO and shared with colleagues.
26. Each year ADGs, Directors of Bureaux/Offices/Institutes and Directors/Head of field offices shall submit to HRM, for review by the Panel for External Studies, a detailed report on external studies approved or/and completed in their Sector/Bureau/Institute/Office/Institute/field office.

Staff Regulations
1. Staff Regulation 5.1

Staff Rules
1. Staff Rule 105.2 - Special leave
2. Staff Rule 104.9 - Medical examinations

Forms
1. Request Form for UNESCO External Study Programme
A. Language Training

Overview

1. There are six working languages of the General Conference as follows: Arabic, Chinese, English, French, Russian and Spanish.

2. Staff members are encouraged to learn more than one of these working languages.

3. Language training in six working languages is organized by HRM/TCD at Headquarters.

4. Language training in the six working languages or local languages may be organized by field offices. CD-ROMs for self-learning in the six working languages can be made available to field offices upon request to HRM/TCD.

Eligibility

5. Classes are open to staff members who hold a contract of minimum six months duration, their spouses, as well as to staff of other organisations within the United Nations system.

6. Priority shall be granted to staff members for whom language training has been identified as a training/development need in their individual performance evaluation.

Costs

7. The cost of language training is shared equally between the staff member concerned and the Organization. The cost of language training not provided by HRM/TCD may be financed from the delegated training budget on an equal cost-sharing basis with the staff member. Exceptions to this equal cost-sharing approach must be approved by DIR/HRM.

Duration

8. Language training courses at Headquarters normally last for 32 weeks starting in October and finishing in June. HRM informs staff members of the registration procedures via an Information Circular.

9. These language courses come within the approved staff training programme and, as such, are counted as part of normal working hours. Participants are not required, therefore, to make up for the time taken off work to attend the classes.

Level

10. Written and oral tests are organized by HRM/TCD in order to determine the level of proficiency of participants registering for the first time or those who have not attended classes for over two years.

Language training in English and French

11. Language training in English and French is organized by HRM/TCD on a one to one basis for unilingual senior staff members (P-5 and above) and Young Professionals at Headquarters.
Language Examination for the purpose of granting language allowance

12. General Service staff members holding fixed term or indeterminate appointment are eligible for a language allowance (see HR Manual Item 4.10 Language Allowance) subject to the conditions set out in Staff Rule 103.15.

13. For the purpose of this allowance, eligible staff members shall be required to demonstrate a thorough knowledge of a working language of the General Conference other than their own principal language or, if their principal language is not one of the said working languages, in a working language other than that for which they were required to show a thorough knowledge for the purpose of their appointment. The allowance is not payable for more than two languages (see Staff Rule 103.15).

14. HRM/TCD organizes language proficiency examinations in English, French and Spanish both at Headquarters and in field offices to allow the staff members concerned to demonstrate their knowledge of one or more of these languages. Registration procedures are announced in an Information Circular which is published every January.

15. UNESCO’s language proficiency examinations are in two parts: a written and an oral test. Only those candidates who have obtained at least 60% in the written test qualify for the oral test. A minimum average score of 65% must be obtained in both the written and the oral test to qualify for a language allowance. Candidates who did not obtain an overall average of 65%, but who successfully passed the written test will be invited, the following year, to retake directly the oral examination.

16. Eligible General Service staff members may undertake the UN Secretariat’s examinations in Arabic, Chinese and Russian in order to qualify for a language allowance. Registration for and organization of the examinations for staff at Headquarters is co-ordinated by HRM/TCD and, for staff in field offices, by the Director/Head or Administrative Officer of the field office concerned. The costs related to the UN Secretariat’s examinations are financed by HRM/TCD at Headquarters and from the delegated training funds in field offices.

B. Briefing and Institutional Training

Headquarters

17. HRM’s Training and Career Development section (HRM/TCD) is responsible for organizing Briefings and Institutional Training for all new staff members at Headquarters as follows:

(a) Newly-appointed staff in the Professional and higher categories will be offered individual customised briefings with key staff from Programme Sectors and Central Services in order to familiarize them with the key principles that they will need to carry out their functions; administrative, financial and programming procedures; and the use of electronic working tools within the Organization;

(b) All new staff members in the Professional and General Service categories will attend the three-day Institutional Training which provides an overview of the Organization. It covers the mandate, history, policies, programmes, structure and key administrative processes. Institutional Training is offered in English and French and is organized two or three times per year. All newly appointed staff members are required to attend this training.
Duty stations away from headquarters

18. HRM/TCD, in collaboration with the Bureau of Field Coordination (BFC), is responsible for organizing individual customised briefings for newly appointed staff in the Professional and higher category in field offices. This briefing focuses on knowledge of the region and the country where the staff member is appointed, and also includes meetings with representatives of relevant Programme Sectors and Central Services in order to familiarize them with the key principles that they will need to carry out their functions; administrative, financial and programming procedures; and the use of electronic working tools within the Organization. This briefing takes place at Headquarters for a duration of two weeks for Heads/Directors of field offices and one week for Programme Specialists.

19. FSC in collaboration with HRM/TCD is responsible for organizing institutional training in field offices. This group training of four to five days shall be offered to all staff.

Typing Tests

20. HRM/TCD is responsible for organizing typing tests at Headquarters for the recruitment of secretaries and assistants. Candidates may take the typing tests up to three times in a year. Should a candidate fail the first test, there is no minimum time limit before undertaking the test again. Should they fail for a second time, they will have to wait at least three months before taking the new test. If the candidate fails for a third time, he/she will have to wait for at least 12 months before they can sit another test. Candidates to be tested in the context of a recruitment procedure are referred to HRM/TCD by HRM/RCR.

21. HRM/TCD may advise on organizing typing tests in field offices.

Staff Rules

1. **Staff Rule 103.5 - Overtime**
2. **Staff Rule 103.15 - Language allowance**

Key Documents

1. **Rules of Procedure of the General Conference**
HR Item 15.6. UNESCO internship programme

A. Purpose of the Internship Programme
1. The purpose of the UNESCO internship programme is fourfold:
   (a) to offer to selected graduate and postgraduate students in a field related to the work of UNESCO the opportunity to enhance their academic knowledge through practical work assignments;
   (b) to allow students of bilingual secretarial schools/technical institutions to gain practical experience in an international Organization;
   (c) to expose interns to the work of UNESCO, and enable them to gain a better understanding of UNESCO’s mandate and programmes;
   (d) to provide Sectors/Bureaux/Offices/field offices with the assistance of talented and qualified students, specializing in various professional and technical fields related to UNESCO’s programmes.

B. Assignments
2. Interns can be assigned to UNESCO Headquarters in Paris or to UNESCO field offices. Assignments will primarily have a thematic focus, directly related to the programme of the Sector or of the field office to which the intern is assigned. Interns may also be assigned to Programme support activities (such as Legal, Public Information, etc.). In the case of internships in secretarial/assistant positions, assignments may be of a general nature. Information on UNESCO’s areas of work is available on UNESCO’s website.

3. When selecting assignments, supervisors shall endeavour, to the extent possible, to match the interests of the intern with the needs of the Organization. An intern shall not be assigned to service in a Sector/Bureau/Office where there could be a potential conflict of interest.

C. Terms and duration
4. Interns will work under the supervision of a staff member from the Sector/Bureau/Office to which they have been assigned.
5. The duration of an internship shall vary according to the type of assignment, the Organization’s needs, as well as the intern’s availability and academic requirements. The standard duration shall be four months, with a minimum duration required of one month. The total duration may be extended up to a maximum of six months if there are special academic requirements or special needs of the Sector/Bureau/Field Office concerned.

6. The internship programme is normally on a full-time basis, although assignments may be carried out on a part-time basis in agreement with the Sector/Bureau/Office concerned.

D. Eligibility requirements

7. To be considered for the UNESCO internship programme, candidates must meet the following conditions:

**Academic qualifications and field of interest**

(a) They must be enrolled in a graduate or postgraduate degree programme in a university or equivalent institution, at the time of application;

(b) Applicants pursuing their studies in countries where higher education is not divided into undergraduate and graduate stages must have completed at least three years of full-time studies in a university or equivalent institution towards the completion of a degree, at the time of application;

(c) Students should be undertaking studies in areas related to UNESCO’s fields of competence (Education, Culture, Sciences, Communication, Social Sciences) or in other areas which support UNESCO’s work such as Law, Human Resources, Management Studies, International Relations etc.

(d) Applicants must have a good track record, demonstrated by recent certificates or official records from their university institution.

**Technical/professional qualifications**

8. Candidates for internships in secretarial/assistant or technical/professional assignments must be enrolled in a secretarial school (bilingual secretarial school for candidates at Headquarters) or in a specialized technical/professional institution, and must have reached the last year of their studies.

**Language skills**

9. Applicants must be proficient (written and spoken) in at least one of UNESCO’s working languages (English or French). A working knowledge of the other language is an asset, and may be required for candidates to internships in secretarial/assistant assignments at Headquarters.

**Other skills and competencies**

10. (a) Applicants must be able to adapt to an international working environment and work effectively with people from different cultural backgrounds;

(b) They should have strong interpersonal and communication skills, and be able to work well in teams;

(c) Computer literacy and knowledge of Word, Excel, Power Point will be an advantage.
E. Application process

11. Candidates should apply for an internship at UNESCO Headquarters and/or field offices through StageWeb, the on-line tool for the management of the internship programme. StageWeb is accessible on the Internet on UNESCO’s website (http://stageweb.unesco.org). Applicants to internships must complete the application form on StageWeb, including their preferred dates of internship and area of work, and information on their current studies.

12. Candidates should submit their applications at the latest one month before the proposed starting date of the internship.

Inclusion in StageWeb (Roster of Pre-qualified Internship Candidates)

13. After initial screening by the Bureau of Human Resources Management (HRM), applicants who meet the eligibility requirements in terms of academic, technical or professional qualifications will be included in the roster of pre-qualified internship candidates (StageWeb).

Selection as Interns by Sectors/Bureaux/Offices and Field Offices

14. The Sectors/Bureaux and Field Offices shall select interns from the roster of pre-qualified candidates on the basis of their needs and requirements and inform selected applicants accordingly.

15. The applications of candidates who have not been selected for an internship shall be deleted automatically from the roster after a period of eight months from the proposed starting date indicated in their application.

F. Internship agreement

16. The intern and the supervisor concerned shall agree upon the following aspects of the internship assignment:

(a) detailed objectives/expectations of the assignment

(b) duration

(c) modalities (full time, etc.)

17. This information shall be attached to the Internship Agreement (HR Appendix 15 A), which sets out the conditions of the internship. Internship agreements shall be approved and signed by the Chief of Section or by the Director of Division/Bureau/Office or the Director/Head of field office. Both parties shall sign the agreement before the start of the internship.

18. Interns shall provide the Sector/Bureau/Office/field office with a copy of all materials prepared by them during the internship.

G. Status of Interns

19. Interns are not UNESCO staff members. They shall not represent UNESCO in any official capacity.

20. Interns shall not be sought or accepted as substitutes for staff members in the implementation of programme and activities.
H. **Financial aspects**

21. UNESCO does not remunerate interns. Arrangements and costs for travel, visas, accommodation and living expenses are under the responsibility of interns or their sponsoring institution(s).

22. Applicants for an internship must provide a medical certificate of good health prior to being admitted to the internship programme.

23. UNESCO accepts no responsibility for the medical insurance of the intern or for costs arising for accidents and illness incurred during an internship. Interns are fully responsible for arranging, at their own expense, life, health and other forms of insurance covering the period of internship at UNESCO.

24. Notwithstanding paragraph 23, UNESCO may, upon request, provide limited insurance coverage against risk of injury, illness, disability or death incurred during the period of the internship, and which may be attributable to the execution of the internship.

I. **Evaluation of the assignments of interns**

25. The supervisor in the Sector/Bureau/office/field office concerned shall give regular feedback to the intern on the progress of his/her assignment. At the end of the internship period, he/she shall prepare a written evaluation of the intern’s performance and organize a meeting with the intern to provide constructive feedback.

26. Interns shall provide an evaluation of their internship assignment to their supervisor with a copy to the Training and Development Section in HRM.

J. **Monitoring, reporting and evaluation**

27. The Bureau for Human Resources Management (Training and Development Section/TCD) monitors the internship programme. Sectors/Bureaux/Offices and field offices should report any implementation issue to HRM together with suggestions for corrective actions, as appropriate.

28. ADGs of Sectors, Directors of Bureaux/Offices and Director/Heads of field offices send to HRM, on an annual basis, a list of interns assigned to their Sector/Bureau/Office/field office, with their type of assignment, the duration of internship and their nationality/gender.

Appendices

1. **Appendix 15 A Internship agreement with UNESCO**
Chapter 16. Staff welfare

16.1. Introduction
16.2. Anti-harassment policy - please refer to HR Item 18.2
16.3. Consultative Committee on Health, Safety and Ergonomics
16.4. Social Service
16.5. Day nursery and children’s club (UNC)
16.6. Sports and recreation facilities at Headquarters
16.7. United Nations inter-agency games
16.8. UNESCO Community Association (UCA)
16.9. Association of Former UNESCO Staff members (AFUS)
16.10. HIV and AIDS in the workplace
16.11. Non-smoking policy
16.12 Policy on the employment of persons with disabilities
16.13 Telework Policy

HR Item 16.1. Introduction

Purpose and scope

1. This Chapter covers policies relating to staff welfare as well as the management and functioning of structures and facilities established, or sanctioned, by the Organization in the interests of promoting staff welfare and well-being:
   
   (a) Anti-Harassment Policy (HR Manual Item 16.2);
   
   (b) Committee on Health, Safety and Ergonomics (HR Manual Item 16.3);
   
   (c) Social Service (HR Manual Item 16.4);
   
   (d) Day Nursery and Children’s Club (HR Manual Item 16.5);
   
   (e) Sports and Recreation Facilities (HR Manual Item 16.6);
   
   (f) United Nations Inter-Agency Games (HR Manual Item 16.7);
   
   (g) UNESCO Community Service (HR Manual Item 16.8);
   
   (h) Association of Former UNESCO Staff Members (AFUS) (HR Manual Item 16.9).

2. The management and functioning of UNESCO Staff Savings and Loan Service (USLS/SEPU), which provides the possibility to its members on a co-operative basis to invest their savings and to borrow money for suitable purposes, is covered under AM Item 12.8.

3. Activities aimed at furthering staff welfare and well-being are also carried out by representative staff associations (see HR Manual Item 9.2).
Appendices

1. Appendix 16 A - Statuts de Comité consultatif d'hygiène, de sécurité et d'ergonomie
2. Appendix 16 B - Regulations for the UNESCO Day Nursery and Children's Club
3. Appendix 16 C - Financial regulations of the special account for the UNESCO Day Nursery and Children's Club
4. Appendix 16 D - Rules for the implementation of the financial regulations on the UNESCO Day Nursery and Children's Club
5. Appendix 16 E - Rules of procedure of the consultative committee of the UNESCO Day Nursery and Children's Club
6. Appendix 16 F - Regulations Defining the Terms and Conditions of Employment of the Staff of the UNESCO Day Nursery and Children's C
7. Appendix 16 G - Rules for the use of the Sports Room
8. Appendix 16 H - Statuts et règlement intérieur de l'Association des anciennes fonctionnaires de l'UNESCO
HR Item 16.2. Anti-harassment policy – please refer to HR Item 18.2
HR Item 16.3. Consultative Committee on Health, Safety and Ergonomics

A. Purpose

1. The Consultative Committee on Health, Safety and Ergonomics is established at UNESCO Headquarters in order to prevent occupational hazards by ensuring that standards relating to health, safety and ergonomics are observed, and to do so with the participation of the staff.

B. Composition

2. The Committee is composed of the following members and a representative of Greening UNESCO Voluntary group:
   
   (a) the Chairperson of the Committee, who shall be appointed by the Director-General;
   
   (b) four ex officio members:
      
      (i) the Chief Medical Officer, or that officer’s representative;
      
      (ii) the Officer in charge of security services at Headquarters (ERI/SEC), or that officer’s representative;
      
      (iii) the Officer in charge of staff training (HRM), or that officer’s representative;
      
      (iv) the Officer in charge of buildings (MSS), or that Officer’s representative;
   
   (c) two members appointed by the Director-General;
   
   (d) six elected members including:
      
      (i) three members of staff in the Professional category; and
      
      (ii) three members of staff in the General Service category

3. The composition of the Committee is announced by Circular.

C. Mandate

4. The Committee makes recommendations to the Director-General on measures to improve health, safety and ergonomics in the workplace and to make this more environmentally friendly. See HR Appendix 16 A Statutes of the Consultative Committee on Health, Safety and Ergonomics.

5. To that end, the Committee is consulted in particular on:

   (a) the occupational hazards to which staff members and other persons at Headquarters or passing through its premises are exposed, taking into account the disabled staff members;

   (b) the safest working methods and processes, the selection and adaptation of hardware, equipment and tools required for the performance of work, and the appointments of work stations;
(c) *training and information programmes and activities* that contribute to the prevention of occupational hazards and to the improvement of ergonomics.

**D. Meetings**

6. The Committee meets, on the initiative of its Chairperson, four times a year. The Committee also meets after any accident that has, or could have had, serious consequences. It also meets at the reasoned request of three of its members. The Committee’s meetings are valid when at least six of its members are present. Meetings are held during working hours. In exceptional cases warranted by urgency, the Committee may be convened without prior notice.

For complete information on the responsibilities and functioning of the Consultative Committee on Health, Safety and Ergonomics, see HR Appendix 16 A.

**Circulars**

1. **AC 2334 - Composition of the Consultative Committee on health, safety and ergonomics (CCHSE)**

**Appendices**

1. **Appendix 16 A - Statuts de Comité consultatif d'hygiène, de sécurité et d'ergonomie**
HR Item 16.4. Social Service

1. The Social Service Section (HRM/SOC) being part of the Medical Service (HRM/MDS) handles social matters of a general character and studies individual cases involving UNESCO staff members or any person employed by the Organization at Headquarters. Within the framework of HRM, the unit works in close collaboration with the other units concerned such as the Services Section (HRM/SES) the Medical Service (HRM/MDS), the Staff Pensions and Insurance Section (HRM/SPI), as well as with sectors and administrative offices at and away from Headquarters.

2. HRM/SOC has the following responsibilities:

   (a) medico-social function:

      (i) endeavours, with the assistance of the Medical Service (MDS), the personnel officers and the staff concerned to help finding solutions regarding sick leave, maternity and paternity leave, and makes recommendations to resolve problems;

      (ii) assists staff members seeking hospital services;

      (iii) contacts staff members and other employees of the Organization who are ill, consults them on their entitlement(s) under the appropriate insurance scheme and provides advice until such time as they return to work or are placed on disability benefit.

   (b) individual and family advice:

      (i) advises staff members and other employees of the Organization or their dependants, at their request, on any personal matters;

      (ii) provides information concerning the following matters at Headquarters (Paris):

            a. educational institutions;
            b. housing facilities;
            c. child-care facilities (kindergartens, day nurseries);
            d. procedures for claiming entitlements under the host country social legislation applicable to UNESCO staff members and other employees, and

      (iii) assists staff members with psychological problems (social adaptation, family problems, etc.) and, in co-operation with MDS, provides advice regarding professional therapists;

      (iv) assists AOs in dealing with work-related problems;

      (v) co-ordinates the legal and notarial consultations that are provided, on appointment, at Headquarters, free of charge, with a lawyer (once a month) or a notary (second and fourth Thursday afternoons each month) to those persons referred to in paragraph 1 above regarding problems relating to legal matters, such as the ownership of property and inheritance questions with respect to individuals and family members;

      (vi) provides information to staff members and their families regarding public or private services that might help them in connection with any of their problems, including consultations (which may be arranged on an appointment basis) on insurance matters.
(e.g. complementary health insurance, unemployment insurance, housing insurance, automobile insurance);

(vii) makes proposals to DIR/HRM regarding the relief funds provided to assist staff members in difficult situations;

(viii) assists staff members and their families when death occur.

(c) assistance to retiring staff members in the preparation of retirement in co-operation with other divisions in HRM, BFM (including USLS/SEPU), and other units and services concerned, and support on practical problems (e.g. pensions and MBF participation, taxes, resident permits, banking facilities, etc.), including measures that might be taken prior to leaving the Organization, benefits and facilities available, and any obligations of such staff members at the time of retirement.

(d) advice on social legislation and administration:

(i) co-ordinates at Headquarters coverage under French social security scheme with AOs and BFM in respect of those who are affiliated to that scheme and their dependants,

(ii) advises and assists those persons required to complete the French social security form regarding medical and maternity benefits or family allowances and assists in the preparation of claims.

(iii) participates in negotiating special agreements between the Organization and certain social welfare schemes.

Links

1. HRM/SOC site
HR Item 16.5. Day nursery and children’s club (UNC)

A. Purpose

1. The functions, structure and operation of the UNESCO Day Nursery and Children’s Club (UNC) are described in its Regulations (see HR Appendix 16 B).

B. UNESCO Day nursery

2. The Day Nursery provides care for children between the ages of 12 months (provided they can walk unaided) and 3 years.

3. Places in the Day Nursery are allocated first and foremost to children previously enrolled and then, on a full-time basis, to unenrolled children of UNESCO staff members, members of the Permanent Delegations, supernumeraries, consultants, the staff of UNC, the restaurant services, the UNESCO Commissary and NGOs, and staff members of the other international agencies established in Paris, within the limits of the places available.

C. Children’s club

4. The Children’s Club provides care for children between the ages of 3 and 8 (under 8 years on 1st of September) on Wednesdays and during the school holidays. Places are allocated as for the Day Nursery, as described in the immediately preceding paragraph 3 above.

D. UNC Fund

5. The UNC is funded by a “Special Account for the UNESCO Day Nursery and Children’s Club” (See HR Manual, Appendix 16 C), established in accordance with Article 6, paragraph 6, of the Financial Regulations of UNESCO. The rules for the implementation of the Financial Regulations of UNC are set out in HR Appendix 16 D.

E. Operational and Management responsibility

6. General responsibility for UNC lies with DIR/HRM, who approves the general policy, the educational programmes and the budget of UNC, and the terms and conditions of employment and profiles of its staff, and appoints the Director of UNC, after receiving the opinion of the UNC Consultative Committee. The Rules for the Implementation of the Financial Regulations on the UNESCO Day Nursery and Children's Club are provided in Appendix 16 D. On the proposal of the Director of UNC, DIR/HRM also appoints the other staff and decides on the termination of their appointments. DIR/HRM compiles and updates all of the individual UNC staff files.
7. UNC shall be headed by a Director under the authority of DIR/HRM. The Director shall be responsible for good management, the administration of human and financial resources and the implementation of the educational programmes, in accordance with the guidelines established by the Consultative Committee and approved by DIR/HRM.

8. A Consultative Committee makes recommendations to DIR/HRM on matters of general and educational policy and management of human and budgetary resources. It consists of 10 members: four elected members representing UNC parents, two elected members representing UNC staff, CFO, DIR/HRM and DIR/MSS or their respective representatives, and a representative of the Education Sector. Each representative UNESCO staff association shall be invited to attend the meetings of the Consultative Committee as an observer. The terms of reference of the Consultative Committee are to examine all questions concerning UNC’s general policy, educational programme, human resources management, and budget and to make recommendations thereon to DIR/HRM.

9. The Consultative Committee elects from among its members a Chairperson and a Vice-Chairperson. The secretariat of the Consultative Committee is provided by the Director of UNC. The parents’ and staff’s representatives on the Consultative Committee are elected by their peers at the beginning of each academic year for a period of 12 months. UNESCO provides logistical support for the organization of these elections. The Consultative Committee meets when required on the initiative of its Chairperson, DIR/HRM or at least six of its members.

10. The responsibilities of the Chairperson (or, in his or her absence, the Vice-Chairperson) are specified in the Regulations for the UNESCO Day Nursery and Children's Club (see Appendix 16 A) and the Financial Regulations of the Special Account for the UNESCO Day Nursery and Children's Club (Appendix 16 B), supplemented by the Rules for the implementation of the provisions of the Financial Regulations of the Special Account for the UNESCO Day Nursery and Children's Club (Appendix 16 C). CFO gives the necessary instructions to the Director of UNC, through DIR/HRM, regarding the financial management of the UNC Fund, opens bank accounts on behalf of the UNC, makes the necessary insurance arrangements for UNC and ensures that separate accounts are kept for this Fund and are submitted every year at the same time as the Organization's accounts to the Organization's external auditor.

11. MSS establishes and enforces standards for the upkeep of premises, facilities and equipment supplied by the Organization, and shall ensures that all safety standards applicable to UNC are respected.

12. The Education Sector makes recommendations, within the Consultative Committee, on the educational plan and on various educational matters that may arise in the course of UNC’s activities.

F. UNC’s annual budget and general policy

13. The Consultative Committee examines the annual budget proposed by the Director and the proposed general policy for the forthcoming school year, in particular the amounts to be paid by parents, the purchase of educational materials, additional staffing requirements, and other matters. The documents are processed as follows:

(a) Before 28 February each year, the annual budget and proposed general policy for the forthcoming school year is forwarded to DIR/HRM.

(b) DIR/HRM examines the Consultative Committee’s proposals concerning UNC’s budget and general policy. DIR/HRM approves UNC’s budget and general policy.
G. Property and other expenditure

14. Property acquired under the UNC Fund: In addition to the premises required for the proper operation of UNC, UNESCO provides UNC with furniture and appropriate facilities and ensures the upkeep of the premises and equipment and compliance with health and safety regulations. Expenditure on educational materials required for the proper operation of UNC, the children’s meals and educational and recreational activities are incurred under the UNC Fund. Expenditure on insurance, in accordance with proposals by HRM, are also to be incurred under the UNC Fund.

H. Writing-off losses

15. Loss of cash and other assets, except property: a full explanation of each case, together with a request for authority to write off the amount in question, is forwarded by DIR/HRM to CFO. If the amount is $10,000.00 or less (or the equivalent), CFO makes a decision and notifies DIR/HRM accordingly. If the amount is higher, CFO forwards the explanation and the request, with comments, to Deputy Director-General for decision.

16. Loss of or damage to property acquired under the Organization’s regular budget: see AM Item 3.11 and AM Item 10.5F.

17. Loss of or damage to property acquired under the UNC Fund (except expendable articles whose replacement is considered to be a normal charge for the type of services concerned): the procedure followed is identical to that set out in paragraph 16 above, except that the responsible official is DIR/HRM instead of CFO.

18. Amounts written off under paragraphs 16 and 17 above must be reported by DIR/HRM to CFO (see AM Item 3.11 E and F).

I. Personnel

19. Staffing requirements are determined by the Director of UNC. The Director proposes objectives regarding supervisory ratios, the vocational training policy, and the intake of trainees. The Director may hire temporary staff as required, taking care, as far as instructors are concerned, to comply with the supervisory ratios approved by DIR/HRM.

20. Qualifications and diplomas required: DIR/HRM decides what qualifications are necessary, and their equivalents with regard to French standards, after consulting the Consultative Committee.

21. UNC staff are appointed by DIR/HRM as follows:

(a) the Director of UNC, on the basis of a recommendation by the Consultative Committee;

(b) other UNC staff, on the basis of a recommendation by the Director of UNC;

Terms of Employment

22. UNC staff are not staff members of UNESCO. Terms and conditions of employment of UNC staff (HR Appendix 16 F) are determined by DIR/HRM.

23. A contract of employment is drawn up by DIR/HRM for each UNC staff. The contract is signed by DIR/HRM and sent (two original copies) to the staff for signature. The UNC staff keeps one copy and returns the other to DIR/HRM, who keeps this original copy in the staff’s individual file.

24. Individual staff files: a copy of the contract of employment and all other documents relating to each UNC staff member is kept by HRM in an individual file to which the person concerned may have access.
25. Appointments shall be terminated as follows:

(a) the appointment of the Director of UNC shall be terminated by DIR/HRM on the basis of a recommendation by the Consultative Committee;

(b) the appointment of other UNC staff shall be terminated by DIR/HRM on the basis of a recommendation by the Director of UNC.

Insurance

26. In the event of accident, disability or death attributable to the performance of their UNC duties, UNC staff are covered by the insurance policy subscribed by UNESCO against such risks. In the event of accident, disability or death attributable to UNC, children duly enrolled are covered by the insurance policy subscribed by UNESCO against such risks. The insurance requirements of UNC are subject to periodic revision by HRM.

Appendices

1. Appendix 16 B - Regulations for the UNESCO Day Nursery and Children’s Club
2. Appendix 16 C - Financial regulations of the special account for the UNESCO Day Nursery and Children’s Club
3. Appendix 16 D - Rules for the implementation of the financial regulations on the UNESCO Day Nursery and Children’s Club
4. Appendix 16 E - Rules of procedure of the consultative committee of the UNESCO Day Nursery and Children’s Club
5. Appendix 16 F - Regulations Defining the Terms and Conditions of Employment of the Staff of the UNESCO Day Nursery and Children’s Club
HR Item 16.6. Sports and recreation facilities at Headquarters

A. Advisory Committee on the use of the sports facilities

1. In light of the importance of sports and recreation activities for the health, fitness and well-being of staff members, the promotion and development of such activities are encouraged (see also, HR Item 16.7 UNESCO Inter-Agency Games). To this end, sport and recreation activities are authorized in the Sports Room in the third basement of Building V (Miollis).

A. Advisory Committee on the use of the sports facilities

2. An Advisory Committee, composed of a representative of the Bureau of Human Resources Management (HRM), a representative of DIR/MSS and a representative of the responsible Section in MSS, together with observers appointed by the Headquarters Committee, each of the representative staff associations and the UNESCO Community Association, makes recommendations to DIR/MSS on the operation and use of the sports facilities and the areas and rooms set aside for recreation activities. The Advisory Committee establishes a timetable for the use of the Sports Room to ensure fair distribution among activities' organizers and to give preference to activities which attract the greatest number of participants and those with teams participating regularly in the United Nations Inter-Agency Games (see HR Manual Item 16.7).

B. The Sports Room

3. Rules for the use of the sports room (see HR Appendix 16 G), established by Director MSS, are posted in the sports and recreation room. MSS is responsible for seeing that the rules are kept and for the maintenance of the facilities.

4. The sports room may be used from Monday to Friday from 8 a.m. to 10 p.m., with the exception of public holidays, in accordance with the timetable established by the Advisory Committee. The Administration reserves the right, by simple notification, to suspend or cancel access (mainly in the event of improper use, but also if the room is needed for events which take priority).

5. If circumstances so justify, and on the recommendation of the Advisory Committee, MSS takes the necessary measures to open these facilities outside the afore-mentioned days and hours, provided that it is clearly established in advance how any running expenses are to be covered.

C. Access to the sports room

6. Access is restricted to:

(a) staff members of UNESCO and holders of service, short-term and consultant contracts;

(b) the staff of Permanent Delegations;

(c) the staff of the United Nations Information Centre and the non-governmental organization accommodated in Headquarters premises;

(d) auxiliary personnel under contract and the personnel of services annexed to UNESCO;

(e) retired staff members;
(f) the families of the above users;

(g) teachers, instructors and trainers in the sports and recreation activities in question;

(h) holders of a United Nations laissez-passer or special entrance card issued by the Unit for Safety and Security Services (ERI/SEC).

D. Issuing of entrance cards

7. Users who do not hold a UNESCO laissez-passer can obtain a special entrance card. For that purpose they have to request a personal laissez-passer (PLP) from ERI/SEC with the recommendation of the responsible person on duty in the sports room. The entrance card issued will be valid for a maximum of ten months and must be returned to ERI/SEC. The PLP costs 5 euros per year.

8. First admission to the sports room is subject to presentation of a medical certificate, no more than one month old, certifying that there is no restriction as regards the practice of physical activity and sport. Such a certificate must be submitted each year to the person in charge of the activity at the beginning of the sport season.

E. Insurance

9. An insurance policy, taken out by the Organization (provided that the conditions set out in the policy are fulfilled), covers reimbursement of medical expenses as well as death and incapacity in the event of accident to the users of the room. The Rules for the Use of the Sports Room (see HR Appendix 16 G) should be consulted as to the procedure to be followed in the event of accident.

10. Organizers are required to inform their members that they must have an individual personal insurance contract to cover bodily injury to which they might be exposed while practising sports.

F. Theft or loss of personal effects

11. The Organization is not responsible for items of clothing, equipment or material belonging to users and left in the sports room or its cloakrooms, even in a locked drawer or cupboard. The procedures for the reporting of theft by breaking and entering or otherwise are covered under AM Item 12.3, article G. In the event of loss, ERI/SEC should be informed.

Appendices

1. Appendix 16 G - Rules for the Use of the Sports Room
HR Item 16.7. United Nations inter-agency games

A. Purpose
1. The purpose of the United Nations Inter-Agency Games is to enable the staff members of the agencies and organizations of the United Nations family to get to know each other through sports meetings and thereby to improve mutual understanding and working relations.
2. The United Nations Inter-Agency Games are organized yearly and in turn by the United Nations agencies with their Headquarters in Europe.
3. The programme of the United Nations Inter-Agency Games is available at the following link: http://www.interagencygames.org/

B. Inter-Agency Games Committee
4. A special committee called the "Inter-Agency Games Committee" is responsible to DIR/HRM for the organization of the games, the participation therein and the management of funds allocated for these purposes.
5. The Committee consists of six staff members elected for two years, and is renewed each year by half; it may co-opt other members, if necessary. The new Committee elects a Chairperson and a treasurer from among its members.

C. Elections to the Committee and working methods
6. The elections are held under the responsibility of DIR/HRM, after the games, not later than 30 June each year. To be eligible to vote a staff member must be in service and must have participated in the last games preceding the ballot. To be eligible for election a staff member must be in service and must be sponsored by at least four players who participated in the games preceding the ballot. Elected members remain in office until their successors are elected.
7. The Committee establishes its own rules of procedure.

D. Criteria and conditions for participation in the games
8. Any employee of the Organization who has served under contract for at least three months or who holds a contract of at least three months duration and, in either case, holds a contract effective at least one month before the games open and during their entire duration, is eligible for selection as a member of a team. Retired staff members are also eligible for participation in the games provided that UNESCO is the Organization in which they last served.
E. Special leave

9. Participants in the games and organizers, may be granted two or three days of special leave with pay to travel to and from the place of the holding of the games when they are not held in Paris. To this end, the Chairperson of the Inter-Agency Games Committee sends, in good time before the meeting, to the Chief, Services Section (HRM/SES) through DIR/HRM, a list of the organizers and competitors and organizers selected to participate, indicating the days of leave requested.

10. After ascertaining from the Sectors/Bureaux/Offices to which the participants are attached that their services can be spared, Chief HRM/SES submits the list for approval by DIR/HRM and undertakes the necessary administrative actions. When the games are organized by UNESCO and are not held in Paris, the members of the Inter-Agency Games Committee may be granted special leave with pay, for a reasonable period of time approved in advance by DIR/HRM, in order to travel to the host city with a view to making the practical arrangements for the event. A request to that effect is made by the Chairperson of the Committee, who sends a detailed application to DIR/HRM for approval (see HR Manual Chapter 6, Leave, HR Manual Item 6.10).

F. Financial Provisions

Financing of UNESCO's participation

11. The funds available to the Committee consist of an annual allocation from the Bureau of Human Resources (HRM) budget and the proceeds from activities that the Committee is authorized to organize within UNESCO, such as "raffles" (tombolas) and the sale of T-shirts or souvenirs. These funds are used to cover, in whole or in part, expenditures incurred by participation in the games (contributions to overheads and travel and accommodation expenses of organizers and participants). The Chairperson of the Committee shall submit to CFO (copy to DIR/HRM) a financial report within six months after the completion of the games.

Management of funds

12. The funds available to the Committee are deposited in a bank account opened at the Société Générale under the title "UNESCO Inter-Agency Games Committee". Cheques drawn on this account must bear the signatures of the Chairperson and the Treasurer of the Committee.

Links

1. United Nations Inter-Agency Games
HR Item 16.8. UNESCO Community Association (UCA)

1. The UNESCO Community Association (UCA) is a volunteer association of UNESCO staff members and/or their spouses created to help members of the UNESCO community adapt to a new country and an international organization. The membership is open to staff members (present or past), members of Permanent Delegations to UNESCO and their families, staff members of UN agencies in Paris and their families, representatives of non-governmental organizations in Paris that maintain official relations with UNESCO, as well as their families.

2. The UCA has the following functions:
   (a) to welcome families of new UNESCO staff and those transferred to Headquarters;
   (b) to promote among the members of UCA a mutual appreciation of the various cultures represented by UNESCO;
   (c) to provide an information service and assistance to the staff members newly appointed to Paris;
   (d) to respond within the limits of UCA resources to requests for humanitarian aid projects aimed at the welfare of children and women all over the world.

3. The UCA organizes:
   (a) social activities;
   (b) language courses;
   (c) cultural visits and excursions.

4. The UCA office is located in Building VII (Bonvin), room 414 and is open from Monday to Friday from 2.30 p.m. to 5.30 p.m. The telephone number is 01 45 68 47 48/49, the e-mail address: uca@unesco.org. Web site: http://www.unesco.org/uca/

Links
1. UNESCO Community Association
HR Item 16.9. Association of Former UNESCO Staff members (AFUS)

A. Purpose

1. The Association of Former UNESCO Staff Members (AFUS) ensures a link between UNESCO and its former staff members whom it represents vis-à-vis the Director-General and the relevant services of the Secretariat (especially the administrative and medico-social services, the Medical Benefits Fund, the UNESCO Staff Savings and Loans Service and the UNESCO Commissary), as well as the UNESCO Staff Pension Committee. It also maintains relations of cooperation with UNESCO representative staff associations.

2. The AFUS establishes and maintains relations with the relevant organs of the United Nations system (in particular the United Nations Joint Staff Pension Fund), especially within the framework of the Federation of Associations of Former International Civil Servants (FAFICS). It also maintains relations with sister associations which regroup former staff members of the United Nations system and with other organizations having similar or complementary aims.

3. The AFUS intends to contribute to the attainment of the goals of UNESCO and the whole of the United Nations system.

4. The objectives of the Association described in the AFUS Statutes (HR Appendix 16 H) are as follows:
   (a) to uphold the rights of its members and to defend their moral and material interests vis-à-vis all the authorities concerned, in particular the Director-General and Administration of UNESCO, and the organs of the United Nations Joint Staff Pension Fund;
   (b) to create and to maintain former staff members’ bonds of friendship and solidarity, both among themselves and with serving staff members;
   (c) to provide its members assistance and information on matters within its competence (pensions, health insurance and other matters of a social nature);
   (d) to contribute to the organization of cultural and leisure activities for its members;
   (e) to provide serving staff members, in its fields of competence, with information that might be of use to them at the time of separation from service;

B. Executive Committee

5. The Association is run by an Executive Committee of twelve members elected by the General Assembly for a term of three years. A third of the Committee is renewed each year; outgoing members are eligible for re-election to a new term. The list of the serving members of the Executive Committee is posted on the AFUS website.

C. Membership

6. The following persons may become members of AFUS:
   (a) any former staff member of UNESCO, as defined by the Staff Regulations and Rules;
(b) any staff member of UNESCO, during the period of twelve months preceding the date of his/her retirement;

(c) any former staff member of an organization of the United Nations system may join the Association as an affiliate member.

(d) the surviving spouse of a deceased member or affiliate member.

7. Any member of the Association may become a member or continue to be a member of any other association of former international civil servants or of a staff association of an organization of the United Nations system.

8. Former staff members of UNESCO or other organizations of the United Nations system may join as:

(a) members or affiliate members for the current year by paying a fee (for details, consult the AFUS website);

(b) life members or affiliate life members by paying a one-time fee representing fifteen times the amount of the annual fee.

9. The surviving spouse of a deceased member or life member may join the Association, if he or she wishes, under the same conditions (the surviving spouse of a life member is dispensed from the payment of any membership fees).

D. Services provided by AFUS

10. The AFUS provides the following services and activities:

(a) Information and advice concerning:

   (i) pensions and taxation;

   (ii) health insurance, liaison with the Medical Benefits Fund;

   (iii) personal activities: contacts, voluntary work.

(b) Solidarity activities with a view to:

   (i) granting of loans or gifts to members who are temporarily in difficult situations;

   (ii) maintaining contacts with hospitalized AFUS members.

(c) Cultural and leisure activities, comprising:

   (i) guided tours and visits, excursions, cultural tourism;

   (ii) reading and discussions groups, conferences, etc

   (iii) an annual get-together over lunch

(d) Courses, including: informatics training; fitness classes, etc.

(e) Discussion and reflection activities, such as: research and reflection on UNESCO's past, present and future.

(f) Publishing of a quarterly bulletin “LINK” which features articles on the Association’s activities, the life-style and activities of former staff members, the past, present and future of UNESCO. The publication of articles in LINK is open to all.
Links

1. AAFU/AFUS

Appendices

1. Appendix 16 H - Statuts et règlement intérieur de l'Association des anciennes fonctionnaires de l'UNESCO
HR Item 16.10. HIV and AIDS in the workplace

“The UN system is positioned to play an exemplary role in promoting good employment practices with respect to HIV AND AIDS... It is the responsibility of every modern employer to take adequate measures to address the troubling reality of the global AIDS epidemic…”

Kofi Annan, Secretary-General of the United Nations

A. Purpose and principles

1. In response to the global HIV and AIDS crisis, United Nations Agencies including UNESCO have taken several initiatives to address the impact of the HIV and AIDS on United Nations staff. UNESCO’s approach to HIV and AIDS is underpinned by the guiding principles set out in the paragraphs 2 to 8 below.

Elimination of stigmatisation and discrimination

2. Stigmatisation / discrimination based on real or perceived HIV status is unacceptable and shall not be tolerated.

3. Its elimination is sought through the promotion of a supportive environment for employees living with or affected by HIV and AIDS. Learning and Training is an integral part of the strategy to promote inclusive and respectful attitudes and behaviours between colleagues.

4. Stigmatisation/discrimination based on real or perceived HIV status shall fall under moral harassment and relevant provisions of the HR Manual Item 16.2 on anti-harassment will therefore apply. Mechanisms of recourse, as described in HR Manual Item 16.2, may be used by the staff concerned in such cases.

Gender equality

5. HIV and AIDS impacts men and women differently. UNESCO’s response to HIV and AIDS in the workplace seeks to take into account these differences and consequently help to empower women and men to understand their rights and obligations, both within the workplace and outside as responsible citizens, partners and family members.

Prevention and training

6. UNESCO’s employees must have basic competencies to live in a world with HIV and AIDS. They should all be able to make informed decisions to protect themselves and others from HIV and, if they are infected or affected by HIV, to ensure that they know where and to whom to turn to for the best possible care and treatment.
Access to free and voluntary testing and counselling

7. Information on free and voluntary testing with pre- and post-test Counselling is made available to all staff members and their families on UNESCO’s website and at the Medical Service. Counselling associated with voluntary testing is gender sensitive, culturally appropriate and respectful of individual life choices.

Confidentiality

8. Only the person tested has the right to release or not to release information concerning his or her HIV serostatus. Only personnel bound by rules of medical secrecy must handle medical data. Confidentiality should be guaranteed in archive storage areas as well as in active documentation storage at UNESCO premises or outside UNESCO premises.

B. Scope

9. Except as otherwise specified, the provisions of this item apply to all persons employed by UNESCO, namely: staff members, “contractors”, interns, volunteers and occasional workers. The terms “contractor” covers any person who is employed by the organization under a service contract, a special service agreement, a short-term contract or a consultancy contract.

C. UNESCO Initiatives on HIV and AIDS in the Workplace

The Global Coordinator for HIV and AIDS

10. To ensure the coherence of UNESCO programme in the field of HIV and AIDS a “UNESCO Global Coordinator for HIV and AIDS” is appointed by the Director-General. He/she is also responsible for interagency coordination within the framework of UNAIDS. To assist the Coordinator, a UNESCO focal point for UNAIDS has been established by the Director-General in the Education Sector.

The HIV and AIDS Workplace Committee (Annex III)

11. A “UNESCO HIV and AIDS Workplace Committee” is established by DIR/HRM to implement the necessary actions related to the impact of HIV and AIDS on the staff. The Workplace Committee is chaired by the Deputy Director/HRM. It comprises representatives from the Central Services (FSC, BSP, ODG, HRM Medical Service and Pension and Insurance Section), the Programme Sectors (ED and CLT) and the Staff associations. The secretariat of the Committee is provided by HRM.

12. The UNESCO HIV and AIDS in the Workplace Committee, which meets regularly, ensures that the Organisation’s policies comply with UN system-wide standards and that assistance is provided and solutions sought on a case-by-case basis for difficult HIV and AIDS-related problems not covered by existing policies and procedures. Its responsibilities also include the design of a global package of measures relating to HIV and AIDS in the workplace as well as a contribution to the UN wide prevention strategy, and the building of a common awareness on HIV and AIDS in the workplace. These measures address issues such as access to care and treatment, medical insurance and prevention information and training activities at HQs and Field Offices.
Access to free and voluntary testing and counselling

13. Free and voluntary testing with pre- and post-test counselling is made available in the event of accidental exposure to infection. Also in the field, information on local testing and counselling facilities should be made available, including the provision of a PEP kit. Such PEP kits shall be made available in reasonable supply in UNESCO Field Offices, under the responsibility of the Director/Head of Field Office with the support of the Medical Service. The addresses of facilities for confidential Voluntary Confidential Counselling and Testing (VCCT) are available to all employees on UNESCO’s Intranet site. Employees in Field Offices are invited to consult the UN dispensaries or the UN Offices locally.

Training Initiatives

14. As part of UNAIDS co-sponsoring organizations UNESCO is committed to implement the United Nations Learning Strategy on HIV AND AIDS, whereby UN Staff must be competent in the basics related to HIV and AIDS, UN specific policies and entitlements as well as the vulnerabilities and realities of HIV and AIDS.

15. Orientation training sessions on HIV and AIDS in the Workplace are organized by HRM/TCD for UNESCO employees. The main objective of this training is to provide essential information about HIV and AIDS and seek to decrease the number of new infections among UNESCO staff, eliminate stigma and discrimination, and prepare staff to work in an environment affected by HIV and AIDS. In Field Offices, staff will have access to UN-based training.

16. Trained facilitators from among all Sectors/Bureaux support HRM and the Workplace Committee in the training and the sensitisation of UNESCO staff, in particular at Headquarters and in Field Offices which do not have UN-based training. The facilitators' primary role is to assist in the planning, the organization, the implementation, the evaluation and the reporting on HIV and AIDS training activities.

D. Roles and Responsibilities

17. The Director-General is responsible for:

(a) Ensuring that the UNESCO policy on HIV and AIDS in the workplace is being implemented;

(b) Recognizing HIV and AIDS as a workplace issue and supporting initiatives to establish a comprehensive human-rights-based approach to HIV and AIDS with a zero-tolerance discrimination policy;

(c) Ensuring that appropriate sanctions are taken in case of proven breach of confidentiality;

(d) Appointing the Global Coordinator on HIV and AIDS.

18. Director HRM is responsible for:

(a) Ensuring the establishment of a workplace policy and programme on HIV and AIDS;

(b) Overseeing the implementation of the policy on HIV and AIDS including recommending solutions to foster a workplace environment, in which staff members can disclose their HIV-positive status or that of their dependent(s) without fear of discrimination;

(c) Establishing and supporting the Workplace Committee to encourage the dialogue and cooperation between management and workforce, with active involvement of staff living with HIV and AIDS;
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(d) Ensuring accessibility and user-friendliness of information on HIV and AIDS related measures, as well as training and support opportunities for staff members living with, or affected by, HIV or whose dependent(s) are living with HIV;

(e) Ensuring that the HIV status of current staff members, prospective employees and future employees will in no way adversely influence their employment or promotion;

(f) Ensuring confidentiality for all private information, including that related to health, insurance and employment status;

(g) Monitoring the implementation of the UNESCO policy on HIV and AIDS and recommending and/or taking corrective actions as required;

(h) Representing UNESCO within UN system competent bodies in the framework of HIV and AIDS in the workplace;

(i) Ensuring the coordination of the UNESCO’s facilitators on HIV and AIDS in the workplace and the overall training of UNESCO’s employees in liaison with the appropriate external partners, including the management of the Training allocated budget;

(j) Reporting to the Director-General on the implementation of the policy on HIV and AIDS.

19. The UNESCO Global Coordinator for HIV and AIDS is responsible for:

(a) Ensuring the global coherence of UNESCO’s programme in the field of HIV and AIDS;

(b) Ensuring the interagency coordination within the framework of UNAIDS;

(c) Developing information, advocacy and communication tools for the benefit of all staff;

(d) Advising the Workplace Committee on HIV and AIDS;

(e) Making sure the committee complies with the recommendations of the Committee of UNAIDS Cosponsoring Organizations (CCO) and other competent bodies;

(f) Providing updates to the CCO on HIV and AIDS in the workplace; and

(g) Reporting to the Director-General in his/her role as UNESCO’s UNAIDS Global Coordinator.

20. The Workplace Committee on HIV and AIDS, chaired by the Deputy Director HRM, is responsible for:

(a) Supporting efforts to ensure that staff members fully understand the UNESCO’s HIV and AIDS workplace policies and how they are implemented;

(b) Providing advise and input for the definition and implementation policy on HIV and AIDS in the workplace;

(c) Defining and implementing the HIV and AIDS workplace programme including learning and training strategies aimed at eliminating stigma and discrimination;

(d) Developing information, advocacy and communication tools for the benefit of all staff;

(e) Making recommendations to Director HRM, on a regular basis, on progress and direction including on budget allocations;

(f) Ensuring the integration of a gender dimension of HIV and AIDS in all related policies and programmes;
(g) Taking measures to extend awareness promotion to family members and partners; and

(h) Strengthening relationships with community outreach and local HIV and AIDS groups, campaigns and services, including links to schools, associations of “People Living with HIV and AIDS” and NGOs.

21. The UNESCO focal point on HIV and AIDS is responsible for:

(a) Providing technical support and assistance to the Global Coordinator on HIV and AIDS;

(b) Supporting and backstopping the Global Coordinator to assure UNESCO’s appropriate role in HIV and AIDS, both internally and externally, including management and supervision of all staff and actions engaged in such activities, the UNAIDS IATT on Education and UNESCO inter-sectoral and sectoral coordination;

(c) Chairing the Workplace Committee on HIV and AIDS when the chairman is not available;

22. ADGs of Sectors/Directors of Bureaux/Heads of Field Offices are responsible for:

(a) Fostering a workplace environment free of stigma and discrimination;

(b) Ensuring the implementation of the HIV and AIDS policy and programme in their respective Sector/Bureau/Field Office;

(c) Ensuring that responsibilities and accountabilities are clearly explained to managers and supervisors;

(d) Supporting the implementation of the learning strategy on HIV and AIDS by encouraging employees to participate to the training sessions on HIV and AIDS;

23. Supervisors are responsible for:

(a) Encouraging training on HIV and AIDS in the workplace and providing staff with required time to learn;

(b) Fostering an atmosphere free of stigma and discrimination;

(c) Seeking to accommodate the special needs of staff members affected by HIV and AIDS, as is the practice in the case of other serious illness.

24. Staff members are responsible for:

(a) Understanding and complying with this policy;

(b) Keeping informed and participating in the learning opportunities related to HIV and AIDS;

(c) Supporting colleagues who are HIV-positive and helping creating a stigma-free environment;

(d) Taking appropriate preventive health measures, in particular before travelling to countries with high risk of infection.

25. The Medical Service is responsible for:

(a) Ensuring that the staff of the Medical Service is proficient in the latest data and information concerning HIV and AIDS and receive adequate training on the provision of information and services in this area;

(b) Ensuring confidentiality of all information related to staff health;
(c) Providing appropriate preventive health care and advise for staff based in field offices exposed to high risks and to staff travelling on official missions to those areas;

(d) Ensuring availability of testing with pre- and post-test counselling and of PEP kits;

(e) Explaining and responding to questions on the policy on HIV and AIDS, particularly those pertaining to protection of confidential information;

(f) Providing gender sensitive, non-discriminatory information, advice, referral and services; and

(g) Prohibiting HIV testing without informed consent including pre-recruitment medical clearance.

26. Staff Associations are responsible for:

(a) Participating in the Workplace Committee sessions and playing an active role in the awareness, sensitisation and learning initiatives.

27. Training Facilitators are responsible for:

(a) Facilitating training sessions as and when required;

(b) Supporting learning and sensitisation of UNESCO employees;

(c) Helping implementing learning activities; and

(d) Assisting in evaluating and reporting on learning activities.

E. Monitoring, evaluation and Reporting

28. The Workplace Committee shall submit, on a yearly basis, a progress report to Director HRM and the Global Coordinator on the implementation of HIV and AIDS activities and plans. The report shall contain information on the activities undertaken, their cost, the extent to which individual/organisational objectives have been met, the problems encountered and solutions proposed or implemented.

29. Specific guidelines provided by the “ILO Code of Practice on HIV and AIDS and the world of work” will be applied to monitor and evaluate the implementation of UNESCO’s action on HIV and AIDS in the workplace.

The key indicators are the following:

(a) Commitment and action: Development and implementation of appropriate policy;

(b) Increased availability and use of prevention, care and support services;

(c) Improved knowledge and attitudes to reduce HIV and AIDS risk behaviour;

(d) Reduced stigma and discrimination against workers and their families living with HIV and AIDS.

[1] Post-exposure prophylaxis (PEP) is an emergency medical response that can be used to protect individuals exposed to HIV. PEP consists of medication, laboratory tests and counselling. Each PEP kit contains the medication required for the first 5 days of PEP, a pregnancy test kit and emergency oral contraception ("morning-after" pill) and guidelines for the attending physician and the patient.
HR Item 16.11. Non-smoking policy

1. UNESCO applies non-smoking policy to all users of UNESCO premises including members of staff, delegations and NGOs, visitors and contractors while on UNESCO premises.

2. UNESCO premises and property encompass all general circulation areas such as corridors, stairs, lifts, foyers, and reception and toilet areas; library; meeting rooms; offices; catering outlets (including all restaurants and cafeterias); outside grounds and UNESCO vehicles.

3. Whenever UNESCO activities take place outside its premises, organizers should take into account the likelihood of exposure to cigarette smoke when identifying suitable locations for the activity.

4. The special smoking areas that had been previously set aside on premises have been dismantled.

5. It is emphasized that it is up to each of us to respect and enforce the ban and endeavour through a collective sense of responsibility to have a healthy workplace.

6. Staff members breaking the ban will be liable to disciplinary measures provided for in the Staff Regulations and Staff Rules.

7. All smokers wanting help to give up smoking are invited to contact the Medical Service, which will provide a range of practical assistance to encourage and sustain individual efforts

Staff Regulations

1. Staff Regulations and Staff Rules

A. Introduction

1. The Director-General is committed to providing equality of access to employment in the Organization, recognizing that it is in UNESCO’s interest to recruit and maintain a diverse and skilled staff, which includes persons with disabilities. The Organization also recognizes the valued existing and potential contributions made by persons with disabilities to the overall well-being and diversity of its staff. It is therefore the policy of this Organization to actively promote equal access to employment opportunities within UNESCO for persons with disabilities. To this end, UNESCO undertakes to identify and eliminate barriers to the employment, advancement and retention of persons with disabilities and to promote a workplace culture based on fair practices which will safeguard the rights of persons with disabilities to be treated with dignity and respect and to enjoy equal terms and conditions of employment. In this regard, UNESCO believes that special measures designed to meet the particular requirements of persons with disabilities are not regarded as discrimination against other workers.

B. Scope and application of the policy

2. UNESCO recognizes that people with disabilities include those whose disabilities are readily apparent as well as those with less apparent disabilities. Whether or not a disability is obvious, reasonable accommodation may be required to enable the person to enjoy equal access to employment, as well as equality in all terms and conditions of their employment. This policy applies to the selection and recruitment process at the time of initial appointment as well as throughout the career of the staff member and to the job retention and return to work of persons who acquire a disability in the course of their employment.

C. Definitions

3. “Persons with disabilities” include those who have long-term physical, mental, intellectual, or sensory impairments which in interaction with various barriers may hinder their full and effective participation in society on an equal basis with others[^1].

4. UNESCO recognizes that a disability may be temporary in nature[^2].
D. Reasonable accommodation

5. The term “reasonable accommodation” is defined as necessary and appropriate measures not imposing a disproportionate or undue burden, where needed in a particular case, enabling a person with a disability to have access to, participate in, advance in employment, undergo training or other career development opportunities.\(^{[1]}\) It may include adaptation of the job, including adjustment and modification of machinery and equipment and/or modification of the job content, working time and work organization, and the adaptation of the work environment to provide access to the place of work, to facilitate the employment of individuals with disabilities. The requested accommodation should not impose a disproportionate burden on UNESCO, in financial terms or in terms of its practical implications, effects on the overall work process, and length of the envisaged employment contract.

6. UNESCO undertakes to provide reasonable accommodations necessary to enable a person with a disability to enter into and remain in employment within the Organization. The principle of reasonable accommodation applies to all aspects of employment, including:

a) recruitment, selection and appointment;

b) career guidance and development;

c) training opportunities;

d) promotion or transfers;

e) job retention; and

f) return to work.

7. It is incumbent upon the person with a disability to inform UNESCO of the need for a reasonable accommodation, particularly where the need for such accommodation may not be readily apparent. The nature and extent of the accommodation required should be determined by the particular needs of that individual. UNESCO may decline to provide the accommodation if to do so would impose a disproportionate burden. It shall be for UNESCO to demonstrate this element in the event that it declines to provide the accommodation requested.

E. Selection and recruitment

8. UNESCO encourages persons with disabilities to apply for positions within the Organization. It will therefore include a reference to the UNESCO’s policy on the employment of persons with disabilities in the vacancy announcement for posts, by stating that applications from persons with disabilities are welcome. In addition, wherever possible, UNESCO will also disseminate notices concerning vacant posts to specialist publications and organizations promoting the employment of persons with disabilities.

Recruitment and selection procedures will also include the following measures:

a) Application forms will allow candidates with disabilities to voluntarily detail the accommodation they require to enable them to compete for the position on an equal basis with other candidates, and every effort will be made by UNESCO to comply with all reasonable requests.
b) When a person with a disability is undergoing a competition or selection interview, the Bureau of Human Resources Management or, if the selection process is decentralized, the person responsible for coordinating the selection and recruitment process, will ensure that appropriate arrangements are made for the reception of any candidate with a disability and for the provision of any assistance which that person may require in coming to the interview, in taking part in the interview and in carrying out tests (including but not limited to access to buildings, special equipment, allocation of additional time during the interview or test administered during the recruitment and selection process). Pre-employment tests administered should be in a format accessible to candidates with disabilities.

c) Members of interview panels will be given guidance on the interview and selection process for persons with disabilities.

d) The selection criteria will be examined to ensure that candidates are selected according to objective criteria related to the essential requirements of the post and that there are no criteria that might indirectly discriminate against candidates with disabilities for non-work-related reasons.

e) The UNESCO recruitment website will be maintained in accordance with current accessibility standards, to enable access by the widest possible audience.

Similar measures should also be undertaken in the hiring of interns.

F. Career development and training opportunities

10. Once they are recruited, staff with disabilities have the right to fully develop their career potential on an equal basis with staff who do not have a disability. To this end, UNESCO is committed to providing staff with disabilities with equal access to training and career development opportunities as that enjoyed by staff who do not have a disability (with reasonable accommodation provided where required).

11. Information about career development, advancement and training opportunities will be made available and communicated in a format accessible to staff with disabilities, particularly where such information is communicated electronically.

12. Opportunities for staff with disabilities to participate in training programmes, seminars, conferences and other fora that might afford opportunities for advancement will be developed and disseminated to the extent possible. The use of readers, interpreters and adapted materials will be facilitated, where necessary and appropriate, to promote the full participation of staff with disabilities in such events.

G. Performance appraisals

13. The performance appraisal of staff with disabilities will be undertaken according to the objective criteria related to the essential tasks of the job occupied by the staff being appraised. Such appraisals will make every effort to avoid application of any criteria which would indirectly discriminate against the staff on the basis of the disability or of any reasonable accommodation provided to assist the staff concerned in performing the essential tasks of the job.
H. Retention in employment and return to work

14. If a staff member acquires a disability or an existing disability becomes more severe, UNESCO will take steps aimed at enabling the staff member to remain in suitable employment, or to return to work following an absence resulting from an acquired or increased disability. In consultation with the staff member, UNESCO will seek to identify and put in place reasonable accommodations to facilitate their retention or return to work. Such measures may include adaptation of the workplace, work schedules and work organization, retraining or redeployment.

I. Working environment

15. Where appropriate, UNESCO will undertake to consult with the staff concerned to determine what reasonable accommodations may be required to facilitate his or her employment. UNESCO is committed to taking all reasonable measures to eliminate physical or technical workplace barriers to the employment of persons with disabilities, including:

Buildings

(a) All new buildings or improvements to existing buildings occupied by staff members should comply with the relevant local national legislation in respect of the access and utilization of public buildings by persons with disabilities. In this respect, UNESCO will take all reasonable measures to ensure that staff with disabilities are allocated office accommodations compatible with their particular needs, including the provision of designated accessible entrances and exits to the buildings and designated parking, where necessary. Emergency facilities must be appropriate to all staff with disabilities.

Office environment

(b) UNESCO will take steps to ensure that UNESCO environment is suited to a person with specific needs, including where appropriate, an ergonomic assessment of UNESCO environment when a newly recruited staff member with a disability commences employment, and whenever a staff member’s move to a different office entails a significant change in UNESCO environment, such as a move from headquarters to a field office in the context of geographical mobility.[4].

Meetings, conferences, workshops and seminars

(c) UNESCO will take all reasonable measures to ensure that persons with disabilities are able to participate fully in meetings, conferences, workshops, seminars and other fora. Presentation aids or other media should, as far as practicable, be accessible to people with physical and sensory disabilities, and relevant materials should be available in accessible formats. Attention will also be paid to the accessibility of the venues where events are held, to ensure that they are accessible to staff with disabilities.

Flexible work arrangements

(d) Where reasonable and appropriate, flexible working arrangements will be agreed upon between the staff member concerned and his/her immediate supervisor, to meet both UNESCO’s work requirements and the particular needs of the staff. Some examples of good practice in this area include:

i) flexible starting and finishing times to accommodate the difficulties that some persons with disabilities encounter in getting to and from work using public transportation;

ii) regular breaks during the work day to accommodate the needs of staff with disabilities who require periodic medication or rest periods;
iii) other measures, such as reduced hours or teleworking arrangements, with adequate technological support being provided by UNESCO.

Access to information

(e) UNESCO will take steps to ensure that information technology tools available to staff members, including intranets, applications and databases are available in accessible formats. In this regard, staff with disabilities shall be consulted concerning special equipment or furniture that might be necessary to enable them to perform the essential functions of their job, including through enabling them to access information technology tools effectively.

J. Dissemination of information and awareness training

16. UNESCO undertakes to adopt effective and appropriate measures, including briefings, to raise awareness among its staff regarding persons with disabilities, and to foster respect for the rights and dignity of persons with disabilities. General information on disabilities in the workplace and the rights and duties of persons with disabilities will be provided to all staff to ensure a full understanding of this policy and its underlying principles.

K. Monitoring and implementation

17. A Consultative Committee monitors the effective implementation of this policy.

18. UNESCO will also conduct periodic audits of the number of candidates with disabilities in competitions, the number who are included on the short lists for competitions and the number selected and appointed. In addition, UNESCO will conduct reviews every four years of the effectiveness of the measures undertaken pursuant to this policy to promote employment opportunities for persons with disabilities, and will take steps to improve the effectiveness of such measures, as necessary.

L. Confidentiality of information

19. UNESCO respects the confidentiality of any medical information provided to it by any staff relating to his/her disability.

M. Transitional provisions

20. While UNESCO is firmly committed to the principle of equal access to employment opportunities within the Organization for persons with disabilities, it may not be in a position to immediately remove all barriers to the full implementation of this policy in each individual case. UNESCO nevertheless undertakes to continue to move forward to implement fully all of the protections of the policy.

[2] A temporary disability is defined as an impairment that is not expected to persist for longer than 12 months. In such cases UNESCO also undertakes to take reasonable measures to accommodate disabilities of a temporary nature wherever practicable.
HR Item 16.13. Telework Policy

A. Definition

1. Telework refers to a situation in which work is performed outside of the office premises, in an alternative location, for a scheduled period and is supported by communication and information technologies.

2. Telework, as defined in this policy, does not cover occasional work away from the office, where a staff member carries out office work away from the office on an ad hoc basis, or at certain peak periods. These will typically involve urgent assignments which require uninterrupted concentration, which may be more effectively performed away from the normal office site. Such occasional work away from the office must receive prior agreement from the manager and shall be documented (e-mail or written note, detailing the place of work with a complete address and the hours of work) for insurance purposes.

B. Scope of Application

3. The telework option is applicable to staff members on fixed-term contracts (including staff on fixed-term/project appointments). Staff members on temporary appointments are also eligible, provided their contracts have been renewed beyond 12 months.

C. Conditions for Telework

4. To qualify for telework, a number of specific conditions must be met, relating to the nature of the assigned tasks, the work location and the equipment.

5. Managers are expected to implement this policy, in an equitable and consistent manner across the board for all staff members of the organizational unit.

6. It must be understood that telework may be more suitable to some jobs or functions than to others and as such the decision on how best to implement this policy remains within the discretion of the manager who is responsible for the results of the organizational unit. In this regard, the granting or continuation of an already approved telework arrangements is not a staff entitlement and the denial of a request for telework is not subject to UNESCO’s grievance/ appeals procedures. A flexible work arrangement may be deferred or cancelled at any time, normally within 10 working days’ notice, such as where the manager considers the exigencies of work require staff members to return to a normal schedule of reporting to office.
D. Type of Jobs /Assignments

7. The option for telework should normally concern activities with defined, measurable outputs which do not require daily face to face communication with colleagues for completion. They could include research activities, analytical work, translation, revision, desk-top publishing, proofreading or editing documents, Web master or operator functions.

8. The assignments/tasks for which telework may be authorized should be:

- Convertible into expected results/outputs that can be measured in terms of quality and quantity;
- Non-dependent for satisfactory completion on face to face contacts/interaction;
- Non-reliant on information, materials or facilities that are not readily available in, or accessible from, the telework location.

E. The “Teleworker”

9. To be considered for telework, staff members must meet the following criteria:

- A demonstrated consistently good level of performance;
- A demonstrated ability to work efficiently with minimal supervision, to establish priorities and to manage effectively his/her own time.

10. In addition, the teleworker shall:

- Be contactable by telephone or e-mail during agreed working hours as stated in the Telework Agreement;
- Be available to attend unplanned meetings at the office, at short notice, as required by the supervisor, when the work requirements so demand;
- Be responsible and accountable for the timely completion of tasks/assignments, and for submitting the agreed work products/completed assignments on time.

F. The Telework location and equipment

11. The telework location may be the staff member’s home or another agreed workplace away from the office. The location shall normally be one which allows the staff member to reach the office within 2 hours, in case unplanned or unexpected demands require their presence.

12. The telework location shall be safe and secure.

13. The staff member who has been authorized to telework will ensure that a proper work environment for teleworking is maintained (e.g. appropriate workspace, requisite equipment and conducive to concentration). The staff member is responsible for any costs incurred to set up and maintain the proper work environment. UNESCO will not be responsible for operating costs, maintenance of the telework place or any incidental cost associated with the use of the staff member’s residence. Utility costs (including telephone line installation, office furniture, telephone calls and use of the internet) and travel costs from/to the telework place will not be reimbursed by UNESCO.
G. Modalities and duration

14. The telework arrangements are formalized in a Telework Agreement. These may be on a full week (5 days) or part week (1/2 / 3 / 4 days) basis. Telework Agreements are concluded for an initial period of maximum 6 months at the time.

15. If there are specific days on which a staff member’s presence is required in the Office (e.g. staff meetings), these shall be specified in the Agreement.

16. The manager or the staff member may request that a telework arrangement be modified or discontinued, normally within 10 working days’ notice, if either the manager considers that the needs of UNESCO necessitate the return to normal working hours, or the needs of the staff member have changed.

H. Conditions of service

17. Telework does not affect the nature of a staff member’s contract, nor his/her conditions of service. Leave provisions (e.g. annual and sick leave, and the rules relating to official holidays) shall apply in exactly the same way to teleworkers. Teleworkers remain subject to the UNESCO Staff Regulations and Staff Rules in exactly the same way as if they were working on the office premises.

18. Teleworkers are bound by the terms of Standards of Conduct for the International Civil Service while working at the telework location, and are subject to the same restrictions relating to outside activities as other staff.

I. Insurance

19. Staff members authorized to telework will be covered by UNESCO’s Staff Compensation Plan for work-related accidental death and/or injury. Coverage will be deemed to apply in cases of death, injury or illness resulting from accidents occurring while staff members are performing official duties on behalf of UNESCO at the agreed telework location. In cases of accident, illness or death claimed as attributable to the performance of official duties when working at the telework location, staff members or survivors acting on their behalf will be required to provide evidence of a direct causal link between the performance of the official duties and the accident, illness or death.

20. While working from the telework location, an accident, illness or death that occurs during the following circumstances will not normally be considered to be attributable to performance of official duties on behalf of UNESCO:

   a) If the incident occurs away from the approved telework location, subject to (b);
   
   b) If the incident occurs outside the direct commuting journey between home, the agreed telework location (if not home) and UNESCO (or any other destination authorized as official travel) for official purposes;
   
   c) If the incident occurs outside the work schedule agreed and set out in the Telework Agreement.
   
   d) Injuries caused by negligence (carelessness).
21. Staff members authorized to telework will not be covered under the Organization’s Liability policy whilst working from the telework location. It is the staff members’ individual responsibility to ensure adequate personal liability coverage as part of their household insurance, in case of personal accidents or injury that may not be considered under paragraph 20 above.

J. Requests for telework: approval process

22. Staff members should informally discuss their request with the manager and work unit in advance, so as to ensure the smooth running of the office.

23. Staff members who wish to apply for telework shall complete an application form (Telework Agreement) and submit it to their manager. The manager will review requests on a case-by-case basis and normally discuss them with the staff member.

24. The manager will make a recommendation to the ADG/Director of Bureau/Director of Field Office, who will approve, approve with modifications, or decline the request.

25. The staff member sends a copy of the telework agreement to the AO/EO, Chief HRM/SPI (Pension and Insurance) and to his/her HR Officer in the Benefits and Entitlements Unit.

26. The staff member is responsible for informing all relevant parties of the telework schedule.

K. Monitoring

27. HRM will monitor the implementation of telework agreements.

Key Documents
1. Telework Agreement

Links
1. FAQ Telework Policy
Chapter 17. Staff security

17.1. Introduction
17.2. Field Security Management System
17.3. Security level system
17.4. Policies and procedures for protection of the personnel

HR Item 17.1. Introduction

A. Purpose and scope of chapter
B. Applicability of Field Security Arrangements
C. Responsibility for Field Security

A. Purpose and scope of chapter

1. The present chapter provides information on the security management structure and security measures applicable at UNESCO offices away from Headquarters.

For information on Staff Security and Safety at Headquarters, see the following AM/HR Items/Appendices:

(a) AM Item 12.3 (Security and Reception);
(b) AM Item 12.1 (Headquarters Agreement);
(c) AM Appendix 1B (Table of Delegated Authority and Accountability-Security at Headquarters);
(d) HR Manual Item 16.3 (the Consultative Committee on Health, Safety and Ergonomics);
(e) HR Manual Appendix 16 A (Statutes of the Consultative Committee on Health, Safety and Ergonomics)

B. Applicability of Field Security Arrangements

2. United Nations Security Management System policies, procedures, standards and other arrangements apply to the following individuals connected with the work of the UNESCO and other United Nations Organizations including:

United Nations personnel:

(a) All United Nations system staff members, including temporary staff, in posts subject to international or local recruitment (except those who are both locally-recruited and paid by hour);
(b) United Nations volunteers;
(c) Consultants, individual contractors and experts on mission when actually employed by an organization of the United Nations system;
(d) Officials other than United Nations Secretariat staff members and similar non-staff officials of other Organizations of the United Nations system with a direct contractual agreement with a United Nations System organization;
Other Individuals covered:

(e) Eligible family members (as determined by the staff rules and regulations of the Organizations comprising the United Nations System);

(f) Eligible family members (who are authorized to be at the duty station) of United Nations Volunteers;

(g) United Nations fellows, either non-resident fellows studying in the country, or nationals who are on leave from the country of study;

(h) Personnel and their eligible family members of Intergovernmental Organizations that have signed a Memorandum of Understanding (MOU) with an organization of the United Nations system to cooperate on security matters.

C. Responsibility for Field Security

3. The primary responsibility for the security and protection of staff members, their spouses and eligible dependants and property, and of the Organizations' property, rests with the host government. This responsibility flows from every government's normal and inherent function of maintaining law and order and protecting persons and property within its jurisdiction. In the case of international Organizations and their officials and property, the government is considered to have a special responsibility under the Charter of the United Nations or the government's agreements with individual Organizations.

4. It is recognized, however, that during some emergencies and particularly in cases where civil disorder may ensue, the security and protection factors will be uncertain. In such instances the Organizations of the United Nations system must take necessary action for the protection and security of their staff members, their spouses and eligible dependants, in accordance with the directives of the Secretary-General.

5. Each staff member is responsible for ensuring his/her own security and safety by complying with all security procedures and instructions and for behaving in a manner which will not endanger his/her safety and security or that of the others.

6. Personnel shall be responsible for the following:

(a) familiarizing themselves with information provided to them regarding the security management system at their location;

(b) receiving a security clearance (via Travel Request Information Process (TRIP) prior to traveling on official business to any location;

(c) attending security briefings and signing a document certifying that they have been briefed;

(d) knowing who their warden and/or agency security focal point is;

(e) being appropriately equipped for service at the duty station;

(f) applying and complying with all security regulations and procedures at the duty station, whether on or off duty;

(g) behaving in a manner which will not endanger their safety and security or that of others; and

(h) completing all mandatory training.
Staff Regulations
1. Staff Regulation 6.2

Staff Rules
1. Staff Rule 106.5 - Illness, injury or death attributable to the performance of official duties
2. Staff Rule 112.4 - Loss of or damage to personal property

Forms
1. Form HR 8-1 - Request for Statutory Travel
2. Form AM 15-2 Official Travel Order (Mission)
3. Form HR 7-3- Claim for Staff compensation under Compensation Plan

Links
1. United Nations Department of Safety and Security
2. Basic security in the Field II
3. Advanced Security in the Field
4. UNESCO Field Security Awareness Training
5. Travel Request Information Processing

Appendices
1. Appendix 17 B - Table of Delegated Authority and Accountability - Field Security Management
HR Item 17.2. Field Security Management System

A. Purpose

1. In order to provide a safe and secure working and living environment, UN has established a system for planning and managing security issues based on a coordinated approach for the protection of staff. UNESCO, like all other participating organizations, is bound to conduct its actions and efforts in compliance with the policies and procedures set out by the UN Department of Safety and Security.

2. The lines of responsibility are set out in the Table of Delegated Authority and Accountability (TAA) for Field Security Management (HR Appendix 17 B) which is fully in line with the “United Nations Inter-organizational security measures: framework for accountability for the United Nations field security management system.”

B. UN and UNESCO Authorities within the Security Management System

3. Chart I below illustrates, on the one hand, the accountability and reporting lines for the UN Field security management system as specifically related to UNESCO and, on the other hand, the Field Security Management System which UNESCO has put in place to ensure the security of UNESCO personnel. The respective roles and responsibilities of the UN and UNESCO authorities regarding the interrelated UN and UNESCO Field Security management systems are outlined in the table under paragraph 4 below. For complete information see TAA for Field Security Management (HR Appendix 17 B).

Chart 17.1. Overview of UN Security Management System as it relates to UNESCO
C. Roles and Responsibilities of UN and UNESCO Authorities within the Security Management System

4. The roles and responsibilities of the United Nations and UNESCO authorities within the Security Management System, as outlined in Chart 17.1, are described in the table below:

<table>
<thead>
<tr>
<th>Overall responsibility</th>
<th>UNITED NATIONS</th>
<th>UNESCO</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The Secretary-General of the United Nations</strong></td>
<td>The Secretary-General is accountable to the Member States for the proper running and administration of the Organization and implementation of its programmes to include, in the context, the overall safety and security of United Nations personnel, premises and assets at headquarters and field locations. The Secretary-General can delegate authority to the various Under-Secretaries-General who are individually accountable to him.</td>
<td><strong>The Director-General</strong> has the overall management responsibility for the safety and security of UNESCO staff and premises worldwide, being accountable to the Member States therefor. To this end, the Director-General oversees the implementation of the standards and provisions of the United Nations security management system within UNESCO, such as putting into effect the new policies of the United Nations Department of Safety and Security (UNDSS) for Security Risk Management (SRM), Minimum Operating Security Standards (MOSS) and the Guidelines for Determining Acceptable Risk. The Director-General maintains effective and on-going co-operation with other UN Executive Heads to achieve the optimum implementation of the United Nations security management system.</td>
</tr>
<tr>
<td></td>
<td><strong>The Under-Secretary-General for Safety and Security</strong></td>
<td><strong>ERI/SEC/FSO</strong>, with a view to enhancing field security management, acts as the central coordinating and monitoring entity (Focal Point) for the safety and security of personnel and premises in the field and is responsible for overall compliance with established security policies and strategies. This function consists, <em>inter alia</em>, of:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) ensuring field offices’ implementation of instructions and guidelines emanating from UNDSS;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) administration, management and monitoring of the field security budget;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) assistance and strategic advice on field security matters to field offices and to staff traveling on mission; and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d) adequate access to and implementation of UNDSS and UNESCO field security training programmes.</td>
</tr>
<tr>
<td></td>
<td><strong>Management</strong></td>
<td>Within the United Nations Security Management System, ERI/SEC/FSO represents UNESCO in inter-agency mechanisms tasked with developing and enhancing common field security policies, directives and frameworks for risk assessment and management.</td>
</tr>
</tbody>
</table>

Table (17-1)
The Department of Safety and Security (UNDSS) operates under the responsibility of the Under-Secretary-General for Safety and Security (USG DSS). Decisions taken by the USG DSS, on behalf of the Secretary-General, by virtue of CEB agreement, are mandatory for all Organizations, their staff and eligible dependants.

The Director/Head of the Field Office is responsible for overall management of security at the Field Office. He/she is accountable to the Director-General, through the Field Security Focal Point (ERI/SEC/FSO ) and under the overall guidance of the Under-Secretary- General for Safety and Security (UNDSS), for all matters related to the security of their personnel at the duty station. He/she reports to ERI/SEC/FSO on all security developments as well as on eventual shortcomings of the UN security system in place and reports to the Designated Official (DO- normally the UN Resident Coordinator at the duty station) on all security-related incidents. The Director/Head of the Field Office decides on matters related to the security of UNESCO personnel and assets at the duty station and the implementation of action as required, in close coordination with the Designated Official (DO) for Security at the duty station.

Designated Official (DO)

is the person responsible for the security management arrangements of the United Nations system in each country. The Designated Official is accountable directly to the Secretary-General, through the Under-Secretary-General. He/she is responsible for the security of UN personnel, premises and assets throughout the country or designated area. The Secretary- General delegates to the DO the requisite authority to take decisions in exigent circumstances, including, but not limited to, the mandatory relocation or evacuation of personnel. This authority and decisions taken pursuant to it shall remain subject to the authority and review of the Under-Secretary-General for Safety and Security.

Field Administrative Officers/

Administrative Officers under the overall authority of the ADG/ Director of Bureau /Office/Institute or of the Director/Head of the Field Office, control and enforce the compliance with security measures by ensuring that:

a) "Basic Security in the Field" , "Advanced Security in the Field" trainings, and the UNESCO Field Security Awareness Training, are completed by all personnel and consultants, including in the Field Office’s antennas in other locations, and that updated records are maintained and communicated regularly to ERI/SEC/FSO ;

b) no official travel is undertaken without the required security clearance, to be obtained through TRIP (Travel request information process);
A Security Management Team (SMT) consists of the DO, who acts as chair, the head of each United Nations organization present at the duty station and the Chief Security Adviser/Officer. The SMT advises the DO on all security-related matters. Members of the SMT are responsible for supporting the DO in discharging his/her mandate related to the safety and security of all UN personnel, premises and assets.

Field Administrative Officers/Security Focal Points are also responsible that all applicable MOSS and MORSS procedures are implemented in line with UNDSS instructions and UNESCO’s internal practices.

Chief Security Advisers (CSAs) are security professionals appointed by the Under-Secretary-General for Safety and Security to advise the DO and the SMT in their security functions. The CSA/SA reports to the DO and maintains a technical line of communication to the Department of Safety and Security.

Area Security Coordinators (ASCs) are staff members appointed by the DO, in consultation with the SMT, in areas of larger countries which are separated from the capital in terms of both distance and exposure, in order to coordinate and control security arrangements applicable to all personnel, premises and assets in their area of responsibility. ASCs are accountable to the DO for their security-related responsibilities, in accordance with their respective letters of appointment.

Wardens and deputy wardens

Wardens are appointed by the DO/ASC, in consultation with the SMT, to assist in the implementation of the security plan. Wardens are accountable to the DO/ASC for their security related functions, irrespective of their employing organization. Wardens function as a channel of communication between the DO and personnel employed by the Organizations of the United Nations system and their recognized dependants and visitors staying at hotels in his/her zone.

All active wardens and their deputies are to be given one compensatory day off every other month for carrying out these additional responsibilities. The performance of the Warden should be reflected in the individual’s performance appraisal. See HR Item 6.10 (Special Leave) and HR Item 14.2 (Performance Assessment System).
D. Security standards

5. To enhance the security of staff in the Field, two principal security standards have been established, namely Minimum Operating Security Standards (MOSS) and Minimum Operating Residential Security Standards (MORSS).

6. The purpose of MOSS is to establish standard field based criteria for minimum security arrangements to enhance staff security, mitigate risk and enable field operations. Each country team and operation is required to develop a country MOSS using the UN DSS MOSS policy document as a starting point. The country MOSS thus established will be commensurate with Security Risk Assessment (SRA) of the local environment, taking into account programme priorities and nature and mandates of the UN Organizations. The established MOSS measures are to be implemented in full by the Field Offices. The procurement of the MOSS security related equipment should be carried out by the Field Office in compliance with prevailing UNESCO’s procurement procedures (AM Chapter 10).

7. Under certain circumstances it may become necessary to take additional measures to enhance the safety and security of United Nations staff members and their families at their place of residence. These measures, known as “Minimum Operating Residential Security Standards (MORSS), include such items as security guards, alarm systems, door and window bars, locks, safe havens, or other protective devices. MORSS should form a distinct yet integral part of the Minimum Operating Security Standards (MOSS) for a duty station.

8. MORSS measures are applicable to internationally recruited staff. Staff are strongly encouraged to give preference to residences that are fully or almost fully MORSS compliant. Staff whose contract duration is under 6 months should be encouraged to stay in hotels or they should rent a house or flat that is already as close as possible to full MORSS compliance.

9. Residences of eligible staff members should be assessed by UNDSS prior to occupancy. Staff members who wish to take a residence that would entail extensive enhancements in terms of MORSS should get an attestation from the UNDSS Chief Security Adviser (CSA) mentioning that no MORSS compliant residence, similar to the one identified by the staff, could be found in the vicinity.

10. Reimbursement will be made by UNESCO on the basis of justifications provided to the respective Administrative Officer of the Field Office such as contracts, bills, pro forma invoices. Only costs of residential guards coming from a reliable private security company, vetted by the UNDSS/CSA, will be reimbursed. The real costs incurred by the staff member will be reimbursed up to the financial ceiling determined in the country specific MORSS.

11. Security related equipment reimbursed by UNESCO remains the property of the organization and should be restituted by the staff member upon the end of assignment in the duty station.

Links
1. United Nations Department of Safety and Security
2. Basic security in the Field II
3. Advanced Security in the Field
4. UNESCO Field Security Awareness Training
5. Travel Request Information Processing

Appendices
1. Appendix 1 B - Table of Delegated Authority and Accountability - UNDER REVIEW
2. Appendix 17 B - Table of Delegated Authority and Accountability - Field Security Management
HR Item 17.3. Security level system

A. Security Level System

1. The Security Level System is a system for assigning a grade or level to areas where the United Nations operates in order to identify the overall level of danger in that area. The Security Level System is a tool for United Nations security professionals to:

   a) Accurately identify and measure the level of security threat that exists in a geographic location,

   b) Produce a Security Level (1 to 6) for that location, and

   c) Give an overall impression to staff and managers of how the security environment in one area/location compares with another.

2. The Security Level System is an integral part of the Security Risk Management process and is designed to accurately describe the security environment that exists in an area or location (“Security Level Area”) in which the United Nations operates.

3. The Security Level System is based on threat and not risk. The Security Level System describes the general, threat-based security environment. Because security measures must be designed to solve specific security problems, the Security Level System is not used to make specific security decisions. The Security Level System objectively describes the threat environment and uses this objective evaluation to inform the Security Risk Assessment, from which security decisions are made.

4. A Security Level is determined using a Structured Threat Assessment. The Structured Threat Assessment evaluates five categories: Armed Conflict, Terrorism, Crime, Civil Unrest and Hazards. Each category is evaluated using a point system, and the combination of these separate evaluations automatically determines the Security Level. The Security Level indicates the level of danger that exists in the defined area or location on a scale of 1 (least dangerous environment) to 6 (most dangerous environment) (See Table 17-2).

5. To be reliable, a Structured Threat Assessment must have a clearly defined geographical area of analysis. A Security Level Area should define the geographical scope of similar threats and hazard. It is rare for threats and hazards to be the same throughout an entire country, therefore most countries require more than one “Security Level Area”, although the number of Security Level Areas in a country should be kept to a manageable number.

6. The Structured Threat Assessment is updated anytime there is a significant change in the security environment, either an improvement or a worsening of the situation. The Security Level System provides security decision makers with a very important snapshot of the existing threat-based environment in the defined area or location in which they need to operate. All Structured Threat Assessments are conducted in the same way, so security decision makers receive the added value of being able to compare their locations with other locations in the world.
## Table 17-2 Security Level System

<table>
<thead>
<tr>
<th>Security level</th>
<th>Recommended Management Actions</th>
<th>Authority</th>
<th>Level of Oversight</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>6 Extreme</strong></td>
<td>· SMT meets at least weekly (at DO discretion)</td>
<td>Secretary-General (as delegated)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>· Re-evaluation for staffing needs and security clearance based on the “Acceptable Risk Model” and the new concept of operations and security plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>· External Security Clearance approved by USG/DSS</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>5 High</strong></td>
<td>· SMT meets at least weekly (at AO discretion)</td>
<td>DO</td>
<td>USG/DSS (validation within 7 days)</td>
</tr>
<tr>
<td></td>
<td>· Re-evaluation of staffing needs based on the “Acceptable Risk Model” (Staff in non-critical posts re-located /evacuated)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>· Security clearance required</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4 Substantial</strong></td>
<td>· SMT meets at least bi-weekly (at DO discretion)</td>
<td>DO</td>
<td>USG/DSS (validation within 7 days)</td>
</tr>
<tr>
<td></td>
<td>· Re-evaluation of staffing needs and security clearance based on the “Acceptable Risk Model”</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>· No external conferences</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3 Moderate</strong></td>
<td>· SMT meets at least monthly</td>
<td>DO</td>
<td>Director DRO/DSS (validation within 7 days)</td>
</tr>
<tr>
<td></td>
<td>· External conferences must be authorized by DO</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2 Low</strong></td>
<td>· SMT meets at least twice a year</td>
<td>DO</td>
<td>Director DRO/DSS (validation within 7 days)</td>
</tr>
<tr>
<td></td>
<td>· External conferences organizer must notify DO</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>1 Minimal</strong></td>
<td>· SMT meets at least twice a year</td>
<td>DO</td>
<td>Director DRO/DSS</td>
</tr>
<tr>
<td></td>
<td>· TRIP entry for all official travel</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
B. Structured Threat Assessment

6. A Security Level is determined using a Structured Threat Assessment (STA). The STA uses three standard threat components (Intent, Capability and Inhibiting Context) to evaluate five general threat categories: Armed Conflict, Terrorism, Crime, Civil Unrest and Hazards. Evaluating these five categories of threat by using the STA methodology allows the determination of a Security Level.

7. The STA contains five general categories of threat, generally described as follows:
   a) Armed Conflict describes organized violence by groups fighting each other. The UN, like other non-involved parties, would most likely be indirectly affected by this threat.
   b) Terrorism refers to violence by individuals or groups against civilians or other noncombatant targets. The UN could be directly or indirectly affected by this threat.
   c) Crime describes illegal activities undertaken for economic or personal gain. It may or may not involve violence. The UN could be directly or indirectly affected by this threat.
   d) Civil Unrest refers to organized demonstrations or unauthorized disturbances to public order e.g., rioting and looting. It may or may not involve violence. The UN could be directly or indirectly affected by this threat.
   e) Hazards are natural events, such as earthquakes and extreme weather or human-caused incidents such as large-scale industrial accidents, which can lead to destruction, injury or death.

8. Each general threat category is evaluated using three characteristics which are key components of all threats:
   a) Intent: the intention or disposition of a threat to cause harm
   b) Capacity: the ability of a threat to cause harm
   c) Inhibiting Context: the qualities which exist in the environment which might act as incentives or deterrents to a threat. (These are not mitigating measures developed by the UN)

9. STA is based on current and historical information, but does not try to model or measure threats; it does describe threats across a range of categories as they exist now in a particular geographic area or location at the current time. It does so by selecting an appropriate descriptor for the components of Intent, Capability and Inhibiting Context and selecting the most appropriate descriptor and placing that numerical value in the assessment column. This process allows threats to be graded, and when all five threat categories are assessed, the aggregated total provides an overall level of danger present in that area or location.

10. The STA is not enough to establish a security level, because, at their most dangerous, some threat categories, such as Armed Conflict and Terrorism, are more dangerous to the UN than other threat categories at their most dangerous. Therefore, the SLS gives each threat category a different weight (sensitivity analysis) so that the resultant Security Level better reflects the reality it represents.

C. Security Risk Management

11. Security Risk Management is the fundamental United Nations tool for managing risk. The Security Risk Assessment assesses the level of risk of specific threats to the United Nations. Based on the Security Risk Assessment, different security measures may be implemented to reduce the level of risk to acceptable levels and enable the UN to continue operations.
12. One security risk management option is to avoid risk by temporarily removing persons or assets from a situation of unacceptable residual risk by using alternate work modalities, relocation or evacuation (or their combination). Indeed, until proper measures to control and lower risks are put in place, avoiding risk is the only option when residual risks are deemed unacceptable.

13. Any decision to avoid risk must take into consideration the impact of the removal of personnel and/or eligible family members on UNESCO programmes and activities, including security and/or business continuity plans. Avoiding risk can be a cost-effective way to manage risk, and it is best suited for situations when resource limitations prevent the implementation of proper risk controls or when there has not been enough time to implement proper risk controls.

Links
1. United Nations Department of Safety and Security
2. Travel Request Information Processing

Appendices
1. Appendix 17 B - Table of Delegated Authority and Accountability - Field Security Management
HR Item 17.4. Policies and procedures for protection of the personnel

A. Security training

1. UNESCO personnel shall satisfactorily complete the security training courses as follows:

   (a) Basic Security in the Field II (BSITF II);

   (b) Advanced Security in the Field (ASITF) - mandatory for all UNESCO personnel assigned or on official travel to a field duty station (i.e. any duty station which is not designated by ICSC as "H" category* under mobility and hardship scheme);

   (c) UNESCO Field Security Awareness Training.

Certificates for both BSITF II and ASITF are valid for 3 years. The personnel is required, to undergo the re-certification of the above mentioned security trainings after that period.

* Currently "H" duty stations are all duty stations where there is no development program (except EU) or are duty stations located in the following regions:

1. European Union;
2. USA and Canada;
3. Australia and New Zealand; and
4. Japan

B. Security clearance

2. Security clearance is required for all official or statutory travel (including home leave, family visit or reverse education grant travel) to any location regardless of the Security Level. The Designated Official has the delegated authority to grant security clearances for official travel to areas designated Security Level 1 to 5. The Under-Secretary General for Safety and Security may rescind this delegation as required. Security clearance authority for areas in which Security Level 6 is in effect is not delegated and will be granted only by the Under-Secretary General for Safety and Security on behalf of the Secretary-General.

3. The purpose of these procedures is to ensure that the Designated Official (and all country level representatives of the agencies) can monitor the location and number of all personnel at the duty station and to ensure that they are included in the Security Plan. In the event of a crisis or emergency this information would ensure that a staff member can be located quickly. It is critical that all personnel understand that they have a shared responsibility in ensuring their security while travelling to the field and that obtaining a security clearance is one of the most important steps in preparing to go on mission.
4. The security clearance procedure applies to all personnel and eligible family members who are undertaking official or statutory travel. The individual must submit a security clearance request in TRIP. If the mission consists of more than one person, it is the responsibility of the mission team leader to request security clearance. For all official travel with his/her eligible family members, a staff member is considered the "mission team leader". UNESCO may request security clearance on behalf of an individual, including consultants, experts on mission or other related personnel or eligible family members.

5. The request for security clearance made in TRIP will include, at a minimum, the following information:
   a) Name
   b) Nationality
   c) UNLP or national passport number, issue and expiry date
   d) Agency/organization
   e) Mission/Travel purpose
   f) Specific dates of the mission
   g) Where the individual is staying while at the duty station

6. Personal travel, including for annual leave, is not official travel and does not require security clearance. However, all UNESCO personnel and/or eligible family members going on personal travel are strongly encouraged to register personal travel in TRIP, designating travel as such. Travellers completing a TRIP entry for personal travel will receive an acknowledgement along with essential security information. In the event of a crisis or emergency, it may also be possible for the local United Nations Security Management System to provide security support to UNESCO personnel and eligible family members who have registered personal travel in TRIP, subject to the capacity of the United Nations Security Management System to provide such support at the time of the crisis or emergency.

   Information pertaining to security procedures for all individuals undertaking official or statutory travel on behalf of UNESCO are also included under AM Item 15.2 General Provisions concerning Travel on Mission, paragraph 3.5.

C. Measures to avoid risk

7. There are three basic options for avoiding risk used by the United Nations Security Management system:
   a) Alternate Work Modalities (temporary closure of offices, “work-from-home” for personnel, “stay-at-home” instructions for eligible family members, etc);
   b) Relocation;
   c) Evacuation.

Alternate Work Modalities

8. Alternate Work Modalities are defined as measures that limit or totally remove the number of personnel or family members at a specific location(s), short of official relocation or evacuation, with the view to limit or remove their exposure to a sudden situation that creates unacceptable residual risk.
9. Alternate Work Modalities include, but are not limited to, temporarily limiting or removing the number of personnel at a United Nations premise, ordering school aged family members to stay out of school temporarily, or creating “no-go” areas in urban areas where personnel and family members cannot visit at certain times.

10. Alternate Work Modalities are effective security risk management strategies for when there is no time to implement adequate risk controls, if such controls are not cost-effective, or if there is not enough information to determine what risk controls are needed.

11. Decisions on Alternate Work Modalities that involve temporarily closing offices or work-from-home arrangements must be made in accordance with UNESCO staff rules and regulations.

Evacuation and Relocation

12. Relocation is defined as the official movement of any personnel or eligible dependant from their normal place of assignment or place of work to another location within their country of assignment for the purpose of avoiding unacceptable risk. Relocation is a risk avoidance measure that can be applied to all personnel and eligible family members.

13. Evacuation is defined as the official movement of any personnel or eligible dependant from their place of assignment to a location outside of their country of assignment (safe haven country, home country, or third country) for the purpose of avoiding unacceptable risk. Except in the situations as outlined in paragraph 15 below, evacuation is a risk avoidance measure that can be applied only to internationally-recruited personnel and their eligible family members (see also HR Item 4.5 sections O and P).

14. Locally-recruited personnel and/or their eligible family members may be evacuated from a duty station only in the most exceptional cases in which their security is endangered as a direct consequence of their employment by Organizations of the United Nations common system. A decision in this regard can only be made by the Secretary-General, as recommended by the Under-Secretary-General for Safety and Security, based on a recommendation by the Designated Official. Personnel and/or their eligible family members not covered by paragraph 14 above may also be assisted to leave the country by the organization, when possible and to the extent feasible, and on a reimbursable basis.

D. Evacuation and relocation procedures

Roles and Responsibilities

15. The Designated Official, in consultation with the Security Management Team and based on the advice of the most senior security professional directly supporting the Designated Official, may institute planned or ad hoc Alternate Work Modalities for all or some United Nations personnel and eligible family members to address specific security problems in their area of responsibility in accordance with paragraphs 8 to 11 above.

16. Representatives of Organizations participating in the United Nations Security Management System can also institute Alternate Work Modalities solely for their personnel in response to agency-specific risks. This derives from their responsibility and authority in the United Nations Framework of Accountability for Security. Representatives wishing to implement such measures should examine any possible negative impact these measures would have on security and/or business continuity plans, and they should also consult with other members of the Security Management Team to examine whether these decisions would have any negative impact on the security of other United Nations personnel in the country.
17. The Designated Official, in consultation with the Security Management Team, may recommend the relocation or evacuation of personnel and/or eligible family members when residual risks are deemed unacceptable, regardless of the Security Level. This recommendation is submitted through the Under-Secretary-General for Safety and Security to the Secretary-General. After assessing the situation, the Under-Secretary-General for Safety and Security makes a recommendation to the Secretary-General for approval of evacuation or relocation.

18. Upon the Secretary-General’s approval of the recommendation, the Under-Secretary-General for Safety and Security distributes an “All Agency Communiqué” to the UN System announcing the details and parameters of the relocation and/or evacuation.

19. If the Designated Official, in consultation with the Security Management Team, recommends that relocation and/or evacuation are no longer needed in any circumstance or area, it is the Secretary-General, on the advice of the Under-Secretary-General for Safety and Security, who decides when and how personnel and eligible family members can return.

Procedures

20. The relocation/evacuation of internationally-recruited staff members, their spouses and their eligible dependants will, in the first instance, normally be to a designated relocation site, either inside the country or in another country. This area will be approved by DSS on the recommendation of the Designated Official in the country concerned and take into account all factors such as the availability of air transportation, hotel accommodations, communication facilities, staff resources at the office of the Designated Official in the designated country of relocation for assistance to evacuees, etc. If the cost of travel to the home country from the duty station is lower than that to the designated country of relocation, direct travel to the home country will be authorized, security conditions permitting. Travel will be in conformity with the rules governing standards of accommodation for travel.

21. The Designated Official in the country of relocation will be alerted as early as feasible of a possible evacuation to permit local arrangements to be made for the reception and accommodation of the individuals involved. Following the relocation/evacuation to the designated area, a decision will be taken within 30 days with respect to the staff members and eligible dependants evacuated, in terms of:

   (a) their return to the duty station - in the case of a spouse and eligible dependants, when a staff member returns to the duty station, a decision will be taken either for the return of authorized dependants to the duty station or for their relocation to an area within convenient distance of the duty station (subject to periodic reviews) or to the home country in accordance with b) below;

   (b) the reassignment, temporary or otherwise, of the staff member, together as applicable with his/her spouse and eligible dependants; and

   (c) their return to the home country.

22. In the case of staff members and/or spouses and eligible dependants evacuated to their home country, the eligible spouses and dependants will not return to the duty station unless:

   (a) the Secretary-General, after appropriate consultation, has authorized the return of eligible dependants;

   (b) the staff member is expected to remain in the duty station for at least three months after arrival; and

   (c) the employing organization has provided the relevant travel authorization.
23. Where eligible dependants have been relocated to an area within convenient distance of the duty station, the Under-Secretary-General for Safety and Security may authorize on an exceptional basis the eligible dependants of newly appointed or transferred staff members to the affected duty station to travel also to such an area within convenient distance to the duty station.

24. Should a situation arise where staff members and/or spouses and eligible dependants who have been relocated/evacuated decide to return to the duty station, without the explicit authorization of the Under-Secretary-General for Safety and Security, the staff members will be required to reimburse evacuation allowances, as applicable, in respect of those persons returning to the duty station, may be subject to disciplinary measures, and will have his/her security clearance revoked.

25. The Designated Official in the designated country of relocation will be responsible for the evacuated staff members and/or spouse and eligible dependants in this area; he/she will be responsible for their reception, for assisting them to find accommodation and for the payment of any subsistence allowance payable to them. The Designated Official will also provide all possible assistance to persons mentioned in paragraph 12 above on a reimbursable basis. All payments made in the designated country of relocation should be reported in detail to each respective organization/agency, as applicable, to identify amount and type of payments, name of recipient, parent organization and period covered.

26. The schedule of evacuation allowances has been established on the assumption that, within a finite period (normally a maximum of six months), staff members will either have been authorized to return to the duty station or will have been reassigned to another location (on either a temporary or a longer-term basis), or will have separated from service.

E. Entitlements

27. Those staff members of the Organizations and their eligible dependants who have to evacuate duty station as decided by the Designated Official are entitled to Security Evacuation Allowance (SEA). The Extended Security Evacuation Allowance EMSEA is discontinued as of 1 July 2011 and replaced by the Additional Hardship Allowance (AHA) For details see HR Item HR Item 4.5, paragraphs 198 - 214 (Security Evacuation Allowance (SEA).

28. For nationally-recruited staff members, the Designated Official may authorize payment of DSA for a period of up to 30 days. The Designated Official may also authorize payment of three months salary advance and, if necessary, a grant to cover transportation costs for the staff member and his/her eligible family members.

F. Arrest or detention of staff members

29. Cases of arrest or detention of staff members are immediately reported by Director/Head of Field Office or Designated Official by the fastest means of communication available to the UN Under-Secretary General for Safety and Security. UNESCO follows the procedures established by the UN for reporting arrests or detentions of staff members (see Appendix 17 A). This report will then enable appropriate action to be taken at Headquarters.

G. Occupational health, safety and ergonomics

30. The Director/Head of Field Office must ensure, in consultation with staff, that the highest levels of occupational health, safety and ergonomics are implemented at the workplace, in particular at premises of the Office, in order to provide staff with appropriate conditions for their well-being and productivity.
H. Insurance

Staff Compensation Plan

31. In the event of injury, illness or death arising from circumstances attributable to the performance of official duties, staff members are covered as defined by the Staff Compensation Plan (see HR Manual Item 7.4 Staff Compensation Plan), whereas locally-recruited temporary employees are covered by the Organization’s insurance (see HR Manual Chapter 13 Contractual Arrangements).

Malicious Acts Insurance Policy (MAIP)

32. In the event of death or injury caused by war or a malicious act, the eligible staff members are covered worldwide by the Malicious Acts Insurance Policy (MAIP).

For complete information see HR Manual Item 7.6 Malicious Acts Insurance Policy.

Compensation for loss of, or damage to personal effects

33. Within the purview of these arrangements, the limit of compensation for loss of, or damage to, personal effects, including household goods, which is attributable to service in connection with an emergency situation or a disaster is $12,000 in the case of an official alone and $20,000 if the official is accompanied by dependants whom the organization has an obligation to repatriate. In addition, compensation will be provided for one automobile up to a limit of $7,500 including all accessories.

34. If, after four months from the date of evacuation, the staff member is still unable to return to the duty station, he/she may submit a claim for the "loss" of household goods and personal effects left behind, which should be dealt with under the terms of the preceding paragraph.

Links

1. United Nations Department of Safety and Security
2. Basic security in the Field II
3. Advanced Security in the Field
4. UNESCO Field Security Awareness Training
5. Travel Request Information Processing

Appendices

1. Appendix 17 B - Table of Delegated Authority and Accountability - Field Security Management
HR Item 18.1. Ethics Office

A. Purpose

1. The Ethics Office is responsible for providing confidential advice and counsel to the Organization and its staff about ethics and standards of conduct. It promotes ethical awareness through training, communication, policy development and liaison.

2. The Ethics Advisor reports to the Director-General. He/she is attached to the Office of the Director-General and is independent from all other Central Services. He/she has direct access to Assistant Directors-General and to senior management as needed. Staff members who wish to raise and discuss ethical issues may contact the Ethics Office directly, on a confidential basis, at ethics@unesco.org.

B. Responsibilities

3. The Ethics Advisor handles referrals concerning allegations of unethical behaviour, including conflicts of interest. After receiving complaints or allegations, the Ethics Advisor conducts an initial screening, proposes an early resolution when feasible and, if need be, refers the matter to the appropriate Unit for action. The Director-General continues to refer allegations to IOS for investigation when this is warranted.

4. The Ethics Office is mandated to:
   
   (a) establish a hotline system and protocols related to its operations, to allow the reporting of unethical behaviour;
   
   (b) develop and manage an anti-retaliation policy;
   
   (c) develop a financial disclosure system as well as elaborate conflict of interest rules.
HR Item 18.2. Anti-Harassment Policy

A. Introduction

1. Paragraph 20 of the Standards of Conduct for the International Civil Service stipulates that: “Harassment in any shape or form is an affront to human dignity and international civil servants must avoid it. They should not engage in any form of harassment and must be above any suspicion of it. International civil servants have the right to an environment free of harassment.”

Purpose

2. The present item establishes mechanisms for the prevention of all forms of harassment and for the resolution of harassment complaints. It also provides practical guidance on what constitutes harassment and the manner in which it will be handled.

Scope

3. This policy covers harassment occurring in the workplace or in other settings in which employees may find themselves in connection with their employment with UNESCO.

4. The policy applies to all persons employed by UNESCO, designated as employees for the purpose of this Item, namely: staff members, “contractors”, interns, volunteers and occasional workers. The term “contractor” covers any person who is employed by the organization under a service contract, a special service agreement, a short-term contract, or a consultancy contract.

B. Basic principles

5. The basic principles governing the anti-harassment policy are the following:

   (a) In accordance with the Standards of Conduct for the International Civil Service, every employee of UNESCO shall treat one another fairly, with courtesy, respect and dignity, without verbal or physical abuse, regardless of rank or contractual status.

   (b) Harassment shall not be tolerated at UNESCO, which is committed to ensuring an environment free of harassment or abuse of authority. Every employee will contribute to such an environment.
Focus shall be placed on preventive action against harassment. Priority shall also be given to the early detection of harassment and to swift action to stop it. Prevention of harassment is a shared individual/organizational responsibility. Each UNESCO employee, at any level, and in particular at supervisory level, is responsible for building a positive work environment and a climate of trust and tolerance, free of all forms of harassment. Prevention and resolution of harassment is also the responsibility of the Organization, which shall ensure that appropriate mechanisms are in place.

All allegations of harassment are treated seriously. To this effect, management is committed to resolving all instances of harassment as soon as it becomes aware of them, even if there are no formal complaints. Employees should, therefore, report any and all incidents of harassment in the workplace, especially before it becomes severe or pervasive.

If proven, harassment shall be sanctioned and the harasser shall be subject to disciplinary measures. Sanctions may also be imposed against a manager who knowingly tolerates harassment once he/she has become aware of it. On the other hand, employees must bear in mind that all allegations of harassment are very serious, and deliberately false or malicious allegations shall be sanctioned. They must therefore have serious grounds before making a complaint of harassment. Such complaints must be based on facts. The alleged harasser has the right and duty to respond to allegations of harassment.

C. Definitions

What is harassment?

6. The definition and examples below are provided with the understanding that UNESCO has no intention to neither limit the definition of harassment, nor limit its commitment to resolve completely and effectively any such incidents. It is, therefore, particularly important for every employee to conduct himself or herself, in conformity with the Standards of Conduct, in a culturally sensitive, tolerant and respectful way towards each other.

7. There may, however, be room for misunderstandings in an international environment. In all cases, care should be taken not to draw hasty conclusions and to very carefully consider the situation with regards to the definitions provided in this Manual item.

8. For the purpose of this policy, harassment shall be defined as follows: Harassment is any deliberate, offensive, undesired conduct, incompatible with the Standards of Conduct, in the workplace or in connection with work that can be reasonably perceived as such, and has the purpose or effect of:

(a) An affront to the identity, the personality, the dignity or the physical integrity of an employee/a group of employees, or

(b) The creation of an intimidating, hostile, degrading, humiliating or offensive work environment.

9. Harassment may take various forms, including what are known as moral harassment and sexual harassment.

10. Moral harassment covers, *inter alia*, any repeated or persistent aggression, whether physical, verbal or psychological having a negative effect on conditions at the workplace or aimed at humiliating, demeaning, offending, intimidating an individual or a group of individuals, and potentially seriously affecting their health, career or dignity. Acts that constitute moral harassment include but are not limited to the following:
(a) Persistent, unjustified and unnecessary negative attacks on personal or professional performance intended to offend the employee;

(b) Manipulation of an employee's personal or professional reputation by rumour, gossip or ridicule;

(c) Offensive comments or behaviour relating to the ethnic origin, physical characteristics or religion of an individual;

(d) Exclusion or continued isolation from professional activities;

(e) Abuse of authority or power. In the context of this policy, abuse of authority is the improper use of a position of influence, power or authority against another person. This is particularly serious when a person uses his or her influence, power or authority to improperly influence the career or employment conditions of another, including, but not limited to, appointment, assignment, contract renewal, performance evaluation or promotion. Abuse of authority may also include conduct that creates a hostile or offensive work environment which includes, but is not limited to, the use of intimidation, threats, blackmail or coercion. Harassment, including sexual harassment, is particularly serious when accompanied by abuse of authority.

11. Sexual harassment comprises unwelcome sexual advance(s), request(s) for sexual favours, and verbal or physical conduct of a sexual nature when (i) submission to or rejection of such advance(s), request(s) or conduct is made, either explicitly or implicitly, a term or condition of employment or as a basis of employment decisions; or (ii) such advance(s), request(s) or conduct(s) have the purpose or effect of interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

12. The prohibited conduct must be unwelcome, i.e. unsolicited and regarded as offensive or undesirable by the victim.

13. Sexual harassment includes Quid Pro Quo harassment and Hostile Environment harassment. Quid Pro Quo harassment occurs when a sexual conduct is requested from an employee, either under the promise of a reward for acquiescence or threats of detrimental action for refusal. On the other hand, Hostile Environment harassment occurs when the workplace is permeated with intimidation, ridicule or insult that is sufficiently severe or pervasive to alter the conditions of the victim’s employment and create an abusive work environment. The prohibited conduct need not be sexual; vulgarity or rudeness that is directed at the victim based on that person’s gender could create a hostile environment.

14. Act(s) that constitute sexual harassment include but are not limited to the following:

(a) Deliberate physical contact;

(b) Sexually-oriented comments or gestures, including sexually explicit jokes;

(c) Offensive phone call(s), letter(s) or e-mail message(s);

(d) Showing or displaying obscene or offensive images or texts;

(e) Sexual advance(s), proposition(s) or pressure(s).

Who could be a harasser?

15. The harasser may be any colleague, be it a supervisor, a peer or a subordinate. This includes “contractors”, interns, volunteers and occasional workers, as defined in paragraph 4 above.
What would not be considered as harassment?

16. The dividing line between harassment and other work-related conflicts may, at times, be difficult to establish. Situations of conflict and tensions are not automatically, nor necessarily harassment.

17. It is a managers’ responsibility to manage his/her team. To this effect, he/she must take a number of managerial decisions which have an impact on individual employees, such as the assignment of work tasks, the monitoring of progress against expected results, etc. He/she must also communicate on sensitive matters, such as giving performance feedback. Such managerial actions, decisions and communications to staff, when taken in good faith, are not considered as harassment. These work-related matters are dealt with notably under the provisions of the Performance Management Policy (see HR Manual Chapter 14).

D. Prevention

18. Preventive actions should be taken as a priority to deter or stop harassment and to ensure that it does not develop further.

19. Managers and supervisors have a specific responsibility within their own team, and shall be accountable for taking early action on potential or actual harassment. Once they are aware of such situations, managers and supervisors must not tolerate their continuation. They must talk with the parties concerned and ensure that appropriate action is taken, by using the approach that they consider is best adapted to the situation. Failure on the part of managers and supervisors to fulfill their obligations under the present Manual item may be considered a breach of duty, which, if established, shall be reflected in their performance appraisal, and they will be subject to administrative or disciplinary action, as appropriate.

20. The anti-harassment policy shall be widely publicized to all employees, including through training. In addition, managerial training will include modules on harassment and conflict prevention and resolution.

E. Complaint procedure

21. When faced with harassment, the employee may opt for different courses of actions, described below. He/she may attempt, in a first instance, to resolve the situation informally, or he/she may decide to lodge a formal complaint directly. The actions described below are not mandatory, nor are they listed in priority order. They describe the options at the disposal of the employee, who decides which option is the most appropriate for his/her situation.

Informal Approach

22. An employee being subjected to offensive behaviour should, whenever possible, attempt to put a halt to the unwelcome behaviour as early as possible by making it clearly known to the offender, orally or in writing, that his/her behaviour is not appropriate and that it should cease immediately. If the offensive behaviour continues despite these actions or if it is not possible for the offended employee to deal with the situation, he/she may resort to any of the following actions or to a combination of them.
Early resolution through mediation by a third party

23. Parties concerned may find a way to resolve the issue through mediation. The main purpose of mediation is to get the parties to understand each other, clarify the matter between them and put an end to the alleged offensive behaviour. For this purpose, the complainant is encouraged to talk about his/her situation with a third party, and seek advice, information and guidance from that third party. He/she may also ask the third party to approach -confidentially- the alleged offender or to mediate, i.e. bring the complainant and the alleged offender together. In this process, the alleged offender should accept to hear the third party, whilst the complainant should be prepared to present the facts.

24. The third party may be a Mediator, who may provide a trusted channel for dialogue and conciliation between the complainant and the alleged offender. It is within the mandate of the Mediator to receive and examine harassment complaints, to assist disputing parties in coming to resolution, and advise on actions needed to settle the conflict.

25. Alternatively, the complainant may designate any staff member of his/her choice to act as a third party. Third parties shall be afforded the facilities necessary to carry out the mediation.

26. If, after having contacted the third party, the employee decides not to proceed with the matter, his/her wishes will be respected. The informal approach does not require a report, or an official decision. When a complaint is brought to the attention of DIR/HRM or the Ethics Adviser, its informal resolution should also be reported to DIR/HRM and the Ethics Adviser.

Formal Complaint to the Director-General

27. If the complainant considers that informal resolution is inappropriate or unsuccessful, he/she may initiate the formal complaint procedure by submitting a formal complaint, in writing, to the Director-General.

28. A formal complaint may also be initiated by the submission of a report to the Director-General from any person who has direct knowledge of the situation.

29. Employees who so wish, may request the assistance of, or be represented by a staff member or a former staff member, at any stage of the formal procedure.

30. The complaint should be made preferably in either English or French. It should clearly state the name(s) of the person(s) against whom it is filed and should describe specifically the act or acts, the time, place and circumstances under which they occurred, as well as any other information and evidence relevant to the matter. For any material which is not in English or French a translation in one of these languages should preferably be made available by the complainant. The complaint should be made in good faith, which means that the complainant must believe that the way he/she perceived the alleged harassment or abuse of authority reflects the facts. Bad faith implies an element of malice, ill will, improper motive, fraud or similar dishonest purpose.

Preliminary assessment by the Ethics Adviser

31. Harassment complaints submitted to the Director-General shall be dealt with on his/her behalf by the Ethics Adviser, who shall inform DIR/HRM. The Ethics Adviser shall take immediate steps to conduct a preliminary assessment of the complaint.

32. Harassment complaints involving DIR/HRM, DIR/IOS or the Ethics Adviser shall be handled by the DDG.

33. The complainant and/or any person who submitted the complaint shall be interviewed in order to:
(a) Clarify the allegation;
(b) Ensure that the complaint bears on harassment related events;
(c) Make sure that all available evidence is submitted, and
(d) Consider the possibility of informal resolution;

34. If, on the basis of the preliminary assessment, the case is to be pursued, the alleged harasser shall be given 10 working days to respond to the allegations and provide countervailing evidence. The response should be made in either English or French. Any material which is not in English or French should be translated into one of these languages. The alleged harasser will also be advised of his/her right to be assisted or represented.

35. On the basis of the complaint, the reply by the alleged harasser, and the evidence produced, the Ethics Adviser will evaluate whether there is a prima facie evidence of harassment. If required, the Ethics Adviser will extend the enquiries in order to ensure that the evidence is submitted.

36. Should the facts as a result of the preliminary assessment indicate that no harassment has occurred, the Ethics Adviser will recommend to the Director-General that the case should be closed. The Ethics Adviser notifies the parties involved and DIR/HRM of the Director-General's decision and provides the reasons thereof. The Ethics Adviser should endeavour to complete the preliminary assessment no later than 45 days from the date of submission of the formal complaint.

Referral for investigation

37. If the Ethics Adviser finds that there are reasons to believe that the complaint is founded, he/she shall refer the matter, within 10 working days of receipt of the alleged harasser's reply, to the Director-General who will decide on an investigation and send the case to Director, IOS. Both parties[1] and DIR/HRM shall be notified accordingly. This notification will include a statement of the nature of the complaint and the arguments made. It will also include a statement of the steps that will be followed to have the complaint investigated, and the anticipated duration of the investigation.

Interim measures

38. When necessary, the Director-General shall ensure that immediate interim measures are taken to physically or hierarchically separate the alleged harasser and the complainant. This may include the identification of different duties for one of the employees, or consideration of leave for one or both of the employees. The alleged harasser may be suspended from his/her functions, in accordance with Staff Rule 110.3, if there is a prima facie evidence of serious misconduct and if the staff member's continuous service would prejudice the interests of the Organization. The Ethics Adviser shall communicate any such decision to DIR/HRM who will in turn inform the parties concerned of the Director-General's decision.

F. Investigation

39. When an investigation is required, IOS will immediately secure the services of an internal or external investigator(s), with expertise in handling harassment cases, and establish the terms of reference for the investigation. The terms of reference will define the time limits for concluding the investigation and for submitting the investigation report in a timely manner, normally not exceeding two months after the start of the investigation.

40. Proceedings dealing with harassment shall be based on full and proper enquiries that respect the rights of both parties, in particular, all aspects of private life and reputation. Proceedings shall be strictly confidential.
41. The investigator will proceed in accordance with the terms of reference established for the investigation by IOS. The investigator will document the situation accurately and thoroughly. When the investigation is completed, the written confidential report will be submitted, by DIR/IOS to the Director-General, with a copy to the Ethics Adviser and to DIR/HRM. The report will include all relevant factual information, signed testimony of the parties, and appropriate analysis of the incident(s).

42. Upon receipt of the investigation report, the Ethics Adviser shall recommend to the Director-General the next course of action. This recommendation should be made, to the extent possible, within 10 working days of the receipt of the investigation report. On the basis of the recommendation of the Ethics Adviser, the Director-General shall decide to:

(a) Close the case, should the facts appear to indicate that no harassment has occurred; or

(b) Pursue the case in accordance with the Disciplinary Procedure set out in HR Manual Item 11.3, Part C to K. This Disciplinary Procedure, which requires the establishment of a charge letter, review of the entire dossier and referral to the Joint Disciplinary Committee, shall be handled by DIR/HRM, in consultation with the Ethics Adviser.

43. DIR/HRM shall notify the Director-General's decision to the complainant and the alleged harasser, along with a copy of the confidential investigation report on which the Director-General's decision is based, except where in the determination of the Director-General the Organization's obligation of confidentiality or a third party's right to privacy over-rides the interests of the parties to the complaint in having the investigation report.

G. Sanctions – Disciplinary measures

44. Staff members whose actions or behaviours are proven to constitute harassment are subject to disciplinary measures in application of Staff Regulation 10.2 and Staff Rule 110.1.

45. In the case where the offender is a contractor (consultant, fee contract, special service agreement, service contract etc.) his/her contract may be immediately terminated without notice or indemnity.

46. Disciplinary measures will depend on the gravity of the case. Such factors as the type of harassment, its impact on the person harassed, the existence of a hierarchical relationship and the prior behaviour of the harasser shall be taken into account.

47. Any retaliation or threats against those who make harassment complaints or assist in the investigation shall be subject to disciplinary measures.

48. Any person found to have deliberately made false or malicious allegations of harassment shall also be subject to disciplinary measures.

H. Follow-up and monitoring: managerial responsibility

49. Once a complaint has been resolved, the Deputy Director-General, Assistant Director-Generals, Directors of Bureaux, Heads of Field Office and Division Directors, as well as other staff with supervisory functions, are responsible for ensuring that corrective action following resolution is taken and implemented.

50. Supervisors concerned will monitor the situation closely to ensure that all parties make the transition back to work as smoothly and quickly as possible. Supervisors may resort to professional counselling, coaching, mentoring etc. to assist the complainant and the offender to deal with the outcome of the process. Supervisors will also monitor their work environment to ensure that the improper behaviour is not repeated.
I. Other recourses

51. In accordance with Staff Rule 111.1, and the Statutes of the Appeals Board, the above procedure does not impede on the right of staff members to appeal any administrative decision that has resulted from harassment, independently from the harassment complaint process.

J. Special provisions

Confidentiality

52. The harassment complaint procedure, including written and oral communications related to it, shall be strictly confidential at all stages. All managers, employees and other persons who are aware of the harassment complaint, or involved in its resolution, must respect the sensitivity as well as the strict confidentiality of the matter. They must not discuss the complaint with third parties. Breach of confidentiality shall not be tolerated and shall be sanctioned severely. All information and documentation concerning the complaint will be treated as strictly confidential and kept by the Ethics Adviser and HRM without prejudice to the due process right of the parties in disciplinary proceedings. In particular, the Ethics Adviser shall receive a copy of the report of the Joint Disciplinary Committee in all cases of harassment.

K. Roles and responsibilities

53. **The Director-General** is responsible for:

   (a) Setting and approving organizational rules and policies for human resource management;

   (b) Ensuring that appropriate mechanisms are in place for the prevention and resolution of harassment in the workplace;

   (c) Ensuring that harassment complaints are dealt with within the prescribed timeframe, and deciding on the appropriate course of action, based on the gravity of the case;

   (d) Taking the necessary measures, as appropriate, to separate the alleged offender and the complainant;

   (e) Entrusting Director, IOS with the investigation of harassment cases;

   (f) Deciding on measures to suspend the alleged harasser from his/her functions;

   (g) Setting up a Joint Disciplinary Committee in all harassment cases where the facts appear to indicate that misconduct has occurred;

   (h) Deciding on the appropriate disciplinary measures, after hearing the views of a Joint Disciplinary Committee, except summary dismissal and written censure, which he/she can apply without referral to a Joint Disciplinary Committee.

54. **The Ethics Adviser** is responsible for:

   (a) Providing advice on questions relating to the prevention and resolution of harassment to staff and management;

   (b) Reviewing and undertaking a preliminary assessment of harassment complaints, and proposing the next course of action;

   (c) Reviewing the investigation report and recommending the next course of action;

   (d) Reporting, annually, to the Director-General on the implementation of the anti-harassment policy.
55. Director, HRM, is responsible for:

(a) In cases where it was found that harassment occurred, pursuing the disciplinary procedure against the harasser under the Disciplinary Procedure (HR Manual Item 11.3) including representing the Director-General in all harassment cases submitted to the Joint Disciplinary Committee;

(b) Transmitting to the Director-General the report of the Joint Disciplinary Committee, and submitting, in consultation with the Ethics Adviser, a recommendation to the Director-General, including on the issue of the appropriate disciplinary measures, as the case may be;

(c) Notifying the Director-General's decision to the parties;

(d) Ensuring a wide dissemination, to all employees, of the anti-harassment policy;

(e) Monitoring the anti-harassment policy and recommending and/or taking corrective actions as required.

56. Director, IOS, is responsible for:

(a) Conducting investigations on harassment complaints, when required by the Director-General, through the services of an investigator(s), with expertise in harassment cases;

(b) Establishing the terms of reference for the investigation and setting the time limit for concluding it;

(c) Ensuring that the investigation is carried out thoroughly;

(d) Submitting the investigation report within the prescribed deadline.

57. Managers and supervisors are responsible for:

(a) Ensuring a positive and harmonious working environment, free of intimidation, hostility or offence and any form of harassment;

(b) Taking steps, at an early stage, to prevent and/or resolve conflicts between staff/employees in their Sector, Division, Section, Unit, Field Office;

(c) Taking swift and appropriate preventive action on potential harassment, as soon as they become aware of such situations;

(d) Taking an active part in the mediation/resolution of actual harassment as soon as they become aware of such situations;

(e) Taking the appropriate actions, following the resolution of cases, and ensuring that measures are in place to prevent recurrence of conflict and/or harassment.

58. Employees are responsible for:

(a) Behaving in a way that ensures that the workplace is free of intimidation, hostility or offence and any form of harassment;

(b) Not tolerating any form of harassment.

59. The Mediators are responsible for:

(a) Providing a channel for dialogue and conciliation between employees;

(b) Assisting employees who so wish, during the informal procedure of a harassment complaint;
(c) Assisting parties in coming to resolution, and taking steps to mediate between them, if so requested by the complainant;

(d) Advising and making suggestions, as appropriate, on actions needed to settle conflicts.

60. **The Third Party** is responsible for:

   (a) Giving information and advice to employees who approach them;
   
   (b) Assisting employees who so wish, at all stages of a harassment complaint procedure;
   
   (c) Assisting parties in coming to resolution, and taking steps to mediate between them, if so requested by the complainant.

61. **The Joint Disciplinary Committee** is responsible for:

   (a) Advising the Director-General on disciplinary measures, except summary dismissal and written censure, to be taken in harassment cases.

62. **The Appeals Board** is responsible for:

   (a) Advising the Director-General on appeals made by the member of the staff as per relevant Staff Regulations and Rules.

**L. Reporting and Evaluation**

63. The Ethics Adviser shall report every year to the Director-General on anti-harassment issues, providing information on the number of complaints, their nature, the outcome of mediation or of investigation, and any disciplinary actions taken. A summary report (with the number of cases and the type of outcome) shall be shared with the staff every year.

**M. Information**

64. All supervisors e.g. the Deputy Director-General, Assistant Director-Generals, Directors of Bureaux, Heads of Field Office and Division Directors, as well as other staff with supervisory responsibilities shall ensure that employees across the Organization are aware of this policy, and of the options for recourse available to them.

65. The Ethics Adviser reports directly to the Director-General. He can be contacted at extension 81390, e-mail ethics@unesco.org. For further information on the Ethics Office, see HR Manual Item 18.1.

[1] In the case that the formal complaint was submitted by any person with direct knowledge of the facts, he/she would also be notified.

**Staff Regulations**

1. Staff Regulation 10.2
2. Staff Regulation 11.1
3. Staff Regulation 11.2
4. Annex A - Statutes of the Appeals Board

**Staff Rules**

1. Staff Rule 110.1 - Disciplinary measures
2. Staff Rule 110.3 - Suspension pending investigation
3. Staff Rule 111.1 - Appeals Board

**Appendices**

1. Appendix 1 A - Standards of Conduct for the International Civil Service

Published on 16.12.2009
Updated on 10.11.2017
HR Item 18.3. Whistleblower protection policy

A. Introduction

1. This framework sets out UNESCO’s whistleblower protection policy and establishes the Organization’s confidential Protected Disclosures System. It provides enhanced protection against retaliation for individuals who report misconduct, provide information in good faith on alleged wrongdoing, or cooperate with a duly authorized audit, investigation, or inquiry.

2. All staff members have a duty to report any breach of the Organization's regulations and rules to officials whose responsibility it is to take appropriate action. An individual who makes such a report in good faith has the right to be protected against retaliation.

3. Staff members are also obliged to cooperate with duly authorized audits, investigations, and inquiries. An individual, who does so, has the right to be protected against retaliation.

4. Retaliation against individuals who have reported or provided information concerning acts of misconduct or wrongdoing, or who have cooperated with audits or investigations or other inquiries is prohibited. Such behaviour violates the fundamental obligation of all staff members to uphold the highest standards of efficiency, competence and integrity and to discharge their functions and regulate their conduct with the best interest of the Organization only in view.

5. “Retaliation” means any direct or indirect detrimental action recommended, threatened or taken because an individual engaged in an activity protected by the present policy. When established, retaliation is by itself serious misconduct.

B. Protected activity

6. Protection against retaliation applies to any person having a direct contractual link with UNESCO[1], who, in good faith:

   a. Reports any unlawful, unethical or wasteful conduct, or any other violation of established policies, standards and regulations.

Definitions:

Unlawful conduct includes, but is not limited to, corruption, fraud, embezzlement, and theft.

Unethical conduct includes, but is not limited to, discrimination, harassment, abuse of authority, conflict of interest, misuse of corporate information and breach of confidentiality.
**Wasteful conduct** includes, but is not limited to, mismanagement or waste of the Organization’s financial and/or human resources, either through negligence or malicious intent.

*(See also HR Manual Chapter 11.2 – Misconduct)*

b. Cooperates with, or participates in, a duly authorized audit, investigation or inquiry, or any other administrative process.

7. The present framework is without prejudice to the legitimate application of regulations, rules and procedures, including those governing evaluation of performance, non-extension or termination of appointment. However, in applying such regulations, rules and administrative procedures to any staff member, UNESCO management must show by clear and convincing evidence that the same action would have been taken independently of the staff member’s participation in the protected activity referred to in paragraph 6.

8. In order to receive protection as provided for in this framework, the individual must act in good faith and must have a reasonable belief that the activities reported did in fact occur. The transmission or dissemination of unsubstantiated rumours is not a protected activity. Making a report or providing information that is intentionally false or misleading constitutes serious misconduct and may result in administrative, disciplinary or other appropriate action.

**C. Reporting misconduct or wrongdoing through internal mechanisms**

9. Except as provided under paragraph 15 below, reports of misconduct should be made through established internal mechanisms and following established guidelines. Depending on the nature of the allegations, this may involve:

   a. The Ethics Office (particularly concerning issues of unethical conduct such as conflict of interest, abuse of power or authority, harassment, discrimination, and retaliation for reporting misconduct or cooperating with authorities).

   b. The Internal Oversight Service (IOS) (particularly concerning allegations of unlawful or wasteful conduct such as corruption, fraud, waste, misappropriation and misuse of assets, as they have a financial connotation), and

   c. The Bureau of Human Resources concerning other cases of misconduct.

10. In addition, the Organization will establish a confidential Protected Disclosure System for reporting allegations of staff misconduct, whether on an anonymous or identified basis, and from internal or external sources.

11. In order to simplify the reporting mechanisms, allegations regarding misconduct of UNESCO’s employees can be reported by calling the Ethics Office or submitting a written report. Anyone, within or outside the Secretariat, may make reports about staff misconduct.

12. Allegations about staff misconduct can be made by:

   - Submitting an electronic report by completing the form on-line *(under development)*
   - Sending an email to ethics@unesco.org
   - Calling the Ethics Office at +33 (0) 1 45 68 12 20
13. Every person to whom a protected disclosure is made or referred must use his/her best endeavours not to disclose information that might identify the person who made the protected disclosure unless:

a) That person consents in writing to the disclosure of that information; or

b) The person who has acquired knowledge of the protected disclosure reasonably believes that disclosure of identifying information is essential to the effective investigation of the allegations in the protected disclosure; or is essential in order to ensure due process in the investigation of the allegations made.

D. Reporting misconduct or wrongdoing through external mechanisms

14. Notwithstanding Staff Rule 101.6 (public information relationships), protection against retaliation will be extended to an individual who reports misconduct to an entity or individual outside of the established internal mechanisms, where the criteria set out in subparagraphs (a), (b) and (c) below are satisfied:

(a) Such reporting is necessary to avoid:

(i) A significant threat to public health and safety; or

(ii) Substantive damage to the Organization’s operations; or

(iii) Violations of national or international law; and

(b) The use of internal mechanisms is not possible because:

(i) At the time the report is made, the individual has grounds to believe that he/she will be subjected to retaliation by the person(s) he/she should report to pursuant to the established internal mechanism; or

(ii) It is likely that evidence relating to the misconduct will be concealed or destroyed if the individual reports to the person(s) he/she should report to pursuant to the established internal mechanisms; or

(iii) The individual has previously reported the same information through the established internal mechanisms, and the Organization has failed to inform the individual in writing of the status of the matter within six months of such a report; and

(c) The individual does not accept payment or any other benefit from any party for such report.

15. Without prejudice to the foregoing provisions, when circumstances require that such reports be made outside of the established UNESCO internal mechanisms, preference must be given to making a report directly to the Director-General.

16. Individuals who believe that retaliatory action has been taken against them because they have reported misconduct or cooperated with a duly authorized audit, investigation or inquiry should forward all information and documentation available to them to support their complaint to the Ethics Office as soon as possible. Complaints may be made in person, by regular mail or by e-mail or by fax.

17. The functions of the Ethics Office with respect to protection against retaliation for reporting misconduct or cooperating with a duly authorized audit, investigation or inquiry are as follows:

(a) To receive complaints of retaliation or threats of retaliation;

(b) To keep a confidential record of all complaints received;
(c) To conduct a preliminary review of the complaint to determine if:

(i) The complainant engaged in a protected activity; and

(ii) The action alleged to be retaliatory or threat of retaliation did take place; and

(iii) There is a prima facie case that the protected activity was a contributing factor in causing the alleged retaliation or threat of retaliation.

18. Where the complainant can be contacted, the Ethics Office will send an acknowledgement of the complaint promptly upon having received it.

19. The Ethics Office will seek to complete its preliminary review within 45 days of receiving the complaint of retaliation.

20. All offices and staff members shall cooperate with the Ethics Office and provide access to all records and documents requested by the Ethics Office, except for medical records that are not available without the express consent of the staff member concerned.

E. Referral for investigation

21. If the Ethics Office finds that there is a credible case of retaliation or threat of retaliation, it will report the matter in writing to the Director-General who will decide, where required, on an investigation and refer the case to Director, IOS. The Ethics Office will immediately notify in writing the complainant that the matter has been so referred.

22. When required, IOS will seek to complete its investigation within 2 months and submit its report to the Director-General with a copy to the Ethics Office. The investigation report shall contain all relevant facts, as well as documents and testimonies of witnesses.

23. Where, in the opinion of the Ethics Office, there may be a conflict of interest in IOS conducting the investigation as referred to above, the Ethics Office may recommend to the Director-General that the complaint be referred to an alternative investigating mechanism.

F. Interim measures

24. Pending the completion of the investigation, the Ethics Office may recommend that the Director-General take appropriate measures to safeguard the interests of all parties involved, including but not limited to temporary suspension of the implementation of the action reported as retaliatory and, in exceptional circumstances, with the consent of the complainant, temporary reassignment of the complainant within or outside the complainant’s Sector/Bureau/Field Office or placement of the complainant on special leave with full pay.

25. Once the Ethics Office has received the investigation report, it will inform in writing the complainant of the outcome of the investigation and make its recommendations on the case to the Director-General. Those recommendations may include disciplinary actions to be taken against the retaliator.

26. If the Ethics Office finds that there is no credible case of retaliation or threat of retaliation but finds that there is an interpersonal problem within a particular office, it will advise the complainant of the existence of the Office of the Mediators and the other informal mechanisms of conflict resolution in the Organization.

27. If the Ethics Office finds that there is a managerial problem based on the preliminary review of the complaint or the record of complaints relating to a particular Sector/Bureau, it will advise the ADG or Director of the Sector/Bureau concerned.
G. Protection of the person who suffered retaliation

28. If retaliation against an individual is established, the Director-General may, after taking into account the recommendations made by the Ethics Office or other concerned office(s) and after consultation with the complainant, take appropriate measures to correct the negative consequences suffered as a result of the retaliatory action. Such measures may include, but are not limited to, the rescission of the retaliatory decision, including reinstatement, and, if required, transfer to another office or function for which the individual is qualified.

29. The procedures set out in the present framework are without prejudice to the rights of an individual who has suffered retaliation to seek redress through the internal recourse mechanisms. An individual may raise a violation of the present policy by the Administration in any such internal recourse proceedings.

H. Action against the person who engaged in retaliation

30. Acts or threats of retaliation constitute misconduct which, if established, will lead to disciplinary action.

I. Prohibition of retaliation against outside parties

31. Any retaliatory measures (including threats) against a contractor or its employees, agents or representatives or any other individual engaged in any dealings with the UNESCO because such person has reported misconduct by staff members will be considered serious misconduct that, if established, will lead to disciplinary or other appropriate action.

[1] This includes staff members, “contractors”, interns, volunteers and occasional workers. The term “contractor” covers any person who is employed by the Organization under a service contract, a special service agreement, a short-term contract, or a consultancy contract.
HR Item 18.4. Declaration of Interest and Financial Disclosure Programme

A. Legal framework

1. Avoiding conflicts of interest is the duty of all UNESCO employees and is in the best interest of the Organization in order to preserve employees’ and UNESCO’s integrity as enshrined in Article VI (4) of the UNESCO Constitution, and paragraph 21 and 22 of the Standards of Conduct of the International Civil Service, which foresees that international civil servants may be required to disclose certain personal assets in order to avoid conflicts of interest.

2. The Declaration of Interest and Financial Disclosure Programme set out in this Item does not aim at replacing the provisions already in place in the Organization, and in the Standards of Conduct for the International Civil Service, on outside activities and interests, and on the acceptance of remuneration, honours and favours (see HR Item 2.5)

3. Thus, pursuant to Staff Rule 101.5 “staff members who have the occasion to deal in their official capacity with any matter involving a company, partnership, or other business concern in which they have an interest shall disclose the nature and measure of that interest to the Director-General.”

4. In addition, according to Staff Rule 101.5, as well as Staff Rules 101.7 and 101.8, staff members shall obtain prior approval in writing from the Director-General, or delegated authority, before engaging in any regular outside occupation, accepting an honour or prize and accepting remuneration for outside work done in their spare time.

5. Finally, the attention of staff members specifically involved in Procurement of Goods, Works and Services is drawn to the UNESCO Administrative Manual 10.2, which in its paragraph 3.3, Procurement Ethics, notably sets the guidance which they must follow.

B. Background

6. While UNESCO fully trusts and has confidence in the integrity of its employees, it attaches the utmost importance in enhancing effective internal control measures to protect the reputation of both employees and the Organization itself, by addressing the risks of conflicts of interest.

7. The disclosure of personal financial interests and activities is a well-established practice in many countries, in both private and public sectors, and has been introduced in the United Nations System. To maintain public confidence, it is important that UNESCO complies with corporate governance best practices of transparency and disclosure, whilst observing privacy requirements. The present item aims to strike the right balance between the private interests of UNESCO employees and their obligation towards the Organization to exercise due diligence.
8. Financial disclosure is the reporting by an employee of their personal finances, such as the types, sources, and amount of assets, real estate, remuneration received, investments made and liabilities incurred during the reporting year or period.

9. Conflicts of interest may occur when the personal interests of an employee interfere with the performance of their official duties and responsibilities, or with the integrity, independence and impartiality required by the status of a UNESCO employee. Conflicts of interest include circumstances in which employees, directly or indirectly, may benefit improperly, or allow a third party to benefit improperly, from their association with UNESCO. Conflicts of interest can arise from an employee's personal or familial dealings with third parties.

C. Scope

10. For the first year, the present Declaration of Interest and Financial Disclosure Programme applies to:
   a. All fixed-term employees at the P-5 level or above;
   b. All the employees of the Ethics Office;
   c. Employees whose principal duties include the procurement of goods and services for UNESCO; and employees whose principal duties relate to investment of UNESCO assets. The Bureau of Financial Management will be consulted to determine who these employees are.

11. For the purpose of this Item, employees include: staff members, contractors, interns, volunteers and occasional workers. The term contractor covers any person who is employed by the Organization under a service contract, a special service agreement, a short-term contract, or a consultancy contract.

12. The Director-General may decide in the future, to extend the scope of the present article to include other categories of employees.

D. Purpose

13. The objective of the Declaration of Interest and Financial Disclosure Programme is to help the aforementioned employees identify and resolve the risk of conflicts of interest. Measures taken towards the reduction and elimination of individual risks of conflicts of interest may include the Ethics Office advising employees to divest themselves of certain holdings, cease a particular activity giving rise to a conflict of interest, or give up a particular aspect of their official duties.

E. Obligation to complete a questionnaire

14. All the aforementioned employees who are required to participate in the Declaration of Interest and Financial Disclosure Programme shall complete a questionnaire.

15. In particular, employees shall report, to the best of their knowledge, the following information during the reporting period.

16. Specifically, the following information has to be provided in respect of the employees, their spouses and children. For the purpose of this Administrative Circular, information should also be provided in respect of any individual involved in a stable non-marital relationship with a UNESCO employee, who is referred to as ‘partner’ in the present document.

   a) Acceptance of any gifts, favours, travel, hospitality, entertainment, remuneration or rental/housing subsidies (other than UNESCO) above a cumulative or total value equivalent
16. Employees, who are required to complete the questionnaire, shall do so electronically, using the online questionnaire, within the deadline set by the Ethics Office. An employee will need to request prior authorization and provide justification, should he/she not be able to complete the questionnaire electronically. The questionnaire shall be completed each year by 15 March in respect of the period from 1 January to 31 December of the previous year.

17. In completing the aforementioned questionnaire, employees shall certify that the information disclosed is true, correct and complete to the best of their knowledge and belief.

18. In case of doubt on the responses to be given, employees are required to contact the Ethics Office.

F. Procedure

Completion of the questionnaire

21. Employees, who are required to complete the questionnaire, shall do so electronically, using the online questionnaire, within the deadline set by the Ethics Office. An employee will need to request prior authorization and provide justification, should he/she not be able to complete the questionnaire electronically. The questionnaire shall be completed each year by 15 March in respect of the period from 1 January to 31 December of the previous year.

22. Failure to complete and submit the questionnaire on time, may lead to appropriate administrative or disciplinary action against the employee concerned.
23. Any individual who is offered an appointment of at least 12 months to a post which falls within the scope of the present Administrative Circular shall complete an initial questionnaire within the first three months from the date of their appointment, in respect of the immediately preceding 12-month period.

Review of the questionnaire

24. All questionnaires will be confidentially reviewed by the Ethics Office for completeness of information and analysed for actual or potential conflicts of interest. Questionnaires of employees in the Ethics Office shall be submitted to and reviewed by the Director, Internal Oversight Service.

25. During this process, employees who are required to complete the questionnaire may be asked to confirm the accuracy of the information submitted, and provide further information as necessary. At all stages, employees have an obligation to cooperate with the Ethics Office.

26. For questionnaires submitted by the UNESCO Director-General, the Ethics Office will be responsible for reviewing and analysing the information, and make recommendations to address any conflict of interest accordingly. If the conflict of interest has not been resolved in favour of the interests of the Organization, the Ethics Office shall submit a report to the Executive Board.

Resolution of conflicts of interest

27. If a conflict of interest is identified, the Ethics Office shall make proposals to the employee to resolve the conflict of interest in favour of the interests of the Organization. Within an allocated timeframe, the employee shall inform the Ethics Office, in writing, of the action taken to resolve the conflict of interest.

28. If the conflict of interest has not been resolved in favour of the interests of the Organization, the Ethics Office shall inform the Director-General, who may decide to initiate appropriate administrative or disciplinary action.

G. Other recourses

29. In accordance with Staff Rule 111.1, and the Statutes of the Appeals Board, the above procedures do not impede the exercise of the right of UNESCO employees to appeal any administrative decision.

H. Security, confidentiality, access to and use of the completed questionnaire

30. The information provided by employees will be stored on secure servers, which shall be used exclusively for the Declaration of Interest and Financial Disclosure Programme.

31. Questionnaires are strictly confidential and will be accessible to and used only by the Ethics Office, or persons specifically authorized in writing by the Director-General.

32. The information provided will only be used for the purposes of this policy.

I. Applicable date for values and rates of exchange

33. The applicable date for all values and rates of exchange, i.e. United Nations exchange rates, is the date of disclosure.
J. Exemption to requirement to complete

34. Employees unable to comply with the declaration of interest and financial disclosure requirements in respect of their spouse/partner, or children shall submit a detailed justification to the Ethics Office. The Ethics Office shall consider whether such justification is reasonable. If the Ethics Office considers the justification unreasonable with regard to the particular circumstances of each case, the Ethics Office shall, for each case, make recommendations to the employee and/or to the Director-General.

Staff Rules

1. Staff Rule 101.5 - Outside activities and interests
2. Staff Rule 111.1 - Appeals Board
3. Staff Rule 101.7 - Honours and favours
4. Staff Rule 101.8 - Acceptance of remuneration

Appendices

1. HR Appendix 18 A