

CGIAR CONSORTIUM PERSONNEL POLICY MANUAL

Date of Approval by the CEO: 30 October 2014

Effective Date: 1 January 2015

PART B IMPLEMENTATION GUIDELINES

The Personnel Policy Manual ("Manual") sets out the conditions of service and basic rights, duties and obligations of staff members of the Consortium, as approved by the Consortium Board.

The CEO is authorized by the Board to interpret and execute these policies, as detailed in these Implementation Guidelines. Each section in Part B expands on the corresponding core policy and related people management and development processes, and the management of the entitlements of staff. The CEO approves Part B, and subsequent amendments to Part B, and informs the Board.

Part B1 Implementation Guidelines: INTRODUCTION

There are no implementation guidelines for Part A1.

Part B2 Implementation Guidelines: DEFINITIONS

B2.1 Recognition of Spouse/Partner

B2.1.1 The Consortium recognizes that one legal spouse or partner for each staff member is eligible to benefit from the policies and guidelines in this Manual.

B2.1.2 Subject to the conditions of B2.1.4, the Consortium recognizes declared partners residing with the staff member as equivalent to legal spouses.

B2.1.3 A staff member with a legal spouse may not also declare a partner unless officially separated from the legal spouse and not claiming benefits for him/her.

B2.1.4 Conditions for recognizing a declared partner are that:

- (a) the partner be recognized in writing by a relevant official authority; exemption of such requirement may be granted by the CEO on the basis of a formal declaration by the staff member. Such declaration needs to indicate the reason for not obtaining an official recognition, and
- (b) the staff member's declaration attest that the relationship between the staff member and the partner has been in effect for at least two years.

B2.2 Recognition of Children

The Consortium recognizes dependent status for children of a staff member:

- (a) who are a natural or adopted child, or a step-child residing with the staff member, or any other child residing with the staff member legally considered as a member of the family but for whom legal adoption is not possible, and
- (b) for whom the staff member provides main and continuing support, and
- (c) who are under the age 26, provided that they are unmarried and that the staff member has elected family coverage.

B2.3 Disabled children

The Consortium also recognizes as dependent the children of staff members or their spouses who meet the criteria in B2.2 (a) and (b) above, but who are physically or mentally incapacitated from employment. Such recognition will apply at any age.

B2.4 Limitation on the number of dependents

For the benefits provided in this Manual, the Consortium will recognize one spouse or partner, and up to four dependent children, except for the medical insurances which will cover all the declared and authorized dependent children.

Part B3 Implementation Guidelines: CODE OF CONDUCT

B3.1 Privacy

Staff should always use discretion with respect to the privacy of colleagues. Personal correspondence, including email messages, should always be respected and under no circumstances should they be accessed unless prior consent of the interested person/s is given.

B3.2 Interpersonal conflicts

Interpersonal conflicts should be handled with an open attitude through private and respectful dialogue. Staff are expressly forbidden to assault, harass or intimidate another staff member. Staff should not allow speculations or unfounded rumors about colleagues to circulate either inside or outside the Consortium, thus causing damage to the persons involved and/or the Consortium itself.

B3.3 Ethical behavior

B3.3.1 The Consortium has established a whistle-blower policy (Section 15) to facilitate the functioning of the Consortium in an open, transparent and fair manner. The policy encourages staff to raise concerns about misconduct, action, or inaction where some form of action should have been taken.

B3.3.2 Whistle-blowing is defined as “the deliberate, voluntary disclosure of any suspected or anticipated misconduct within the Consortium that is within its capacity to control.” Whistle-blowing reports must be made in good faith. “Good faith” is deemed to be lacking when the

whistle-blower does not have personal knowledge of a factual basis for the report, or where he/she knew, or reasonably should have known, that the report is malicious, false or frivolous.

B3.3.3 Where a whistle-blower makes a report in good faith, reasonably believed to be true, no action will be taken against him/her if the report turns out to be misguided or false. However it is a breach of the Code of Conduct if the allegation/s have not been made in good faith.

B3.4 Harassment and discrimination

B3.4.1 All Consortium staff must be able to enjoy a work environment free from mental, verbal, sexual or any other form of harassment and discrimination, whether on the basis of race, national origin, religion, gender or any other form of personal identity. Accordingly, the Consortium will not tolerate any action or conduct by any staff member that can be established as harassment or discrimination.

B3.4.1.1 General harassment is defined as any unwelcome verbal or physical behaviour that unreasonably interferes with work or creates an intimidating, hostile or offensive work environment. Guidelines for recognizing general harassment appear in Section B16.

B3.4.1.2 Sexual harassment is defined as any unwelcome sexual advance, request for sexual favour, or other verbal, non-verbal or physical conduct of a sexual nature which unreasonably interferes with work, is made a condition of employment, or creates an intimidating, hostile or offensive work environment. Guidelines for recognizing sexual harassment appear in Section B16.

B3.4.1.3 Discrimination is the unjustifiable differentiation between individuals or groups within staff. Discrimination can be based on one or more characteristics which include – but are not limited to – race, caste, color, culture, ethnic background, religion, age, gender, disability, marital status, political views or sexual orientation. Guidelines for recognizing discrimination appear in Section B16.

B3.4.1.4 Abuse of power is the misuse of authority in the course of performing work. Guidelines for recognizing abuse of power appear in Section B16.

B3.4.2 All complaints of harassment or discrimination will be investigated and resolved promptly. The process for managing allegations of harassment and discrimination appear in Section 16. Any substantiated form of harassment, intimidation and discrimination will lead to disciplinary measures.

B3.5 Observing Consortium policies and standards

B3.5.1 The general expectations of staff in their day to day operations are explained in Section 3.2:

- (a) fostering a corporate environment where teamwork and open communication can flourish
- (b) performing their duties and responsibilities with the highest standards of professionalism and integrity, due care and diligence

- (c) sustaining an environment of dignity, where everyone is treated with respect as a person, regardless of individual and/or cultural differences
- (d) honest and open communication on professional activities, respecting lines of reporting and professional confidentiality, and
- (e) accepting all legitimate directives from management.

B3.5.2 Against this background, a staff member is considered to have been derelict in the performance of his/her duties and, consequently, has breached the Code of Conduct where he/she:

- (a) has demonstrated unwillingness to perform his/her prescribed duties in a satisfactory manner
- (b) has been insubordinate or negligent
- (c) has been wilfully or habitually absent from his/her required place of service, or
- (d) has abandoned his/her post, i.e. has been absent from duty for a period exceeding five working days without authorization, and for which he/she has offered no written explanation.

B3.6 Use of the Consortium assets (including funds, equipment and information)

B3.6.1 Staff members shall use the Consortium's assets responsibly and in the best interest of the Consortium. Theft of Consortium property, or sabotage or wilful damage of Consortium property will lead immediately to disciplinary action.

B3.7 Safety and Security

The Consortium aims to fulfil its duty of care by providing a safe work environment throughout its operations. The Consortium will take all necessary and reasonable measures to protect the safety and security of staff, and to this end it will establish adequate Occupational Health and Safety policies, procedures and practices. Staff members are expected to behave responsibly and to comply with all policies, procedures and instructions designed to protect their safety and security.

B3.8 Personal Conduct outside the workplace

B3.8.1 Staff members must bear in mind that their conduct and activities outside of the workplace, even if unrelated to official duties, can compromise the image and interests of the organization. They shall therefore not engage in any activity that is incompatible with the proper discharge of their duties to the Consortium. They shall avoid any action and, in particular, any kind of public pronouncement that may adversely reflect the integrity, independence and impartiality of the Consortium, or that may bring the Consortium into disrepute.

B3.8.2 The privileges and immunities that staff members enjoy are conferred upon them solely in the interests of the Consortium. They do not exempt staff from observing local laws, nor do they provide an excuse for ignoring private legal or financial obligations.

B3.8.3 As such, staff members shall not abuse their privileges and immunities granted in accordance with the Headquarters Agreement between the Consortium and the government of the host country to which they are assigned. They must not invoke immunities to non-performance of their private obligations or to their failure to observe local laws and police regulations. In any case where Consortium immunities are invoked, the staff member shall immediately report the matter to the CEO, who will decide whether or not the immunity should be lifted.

B3.9 Conflict of Interest

B3.9.1 Staff members should neither place themselves in situations which result in conflict of interest nor act in any manner that will result in them having a conflict of interest. Conflict of interest arises when:

- (a) staff members' private or professional interests conflict directly or indirectly with their obligations to the Consortium, or
- (b) staff members receive benefits (such as gifts or entertainment) from a person doing or seeking to do business with the Consortium which could be seen as creating an obligation to someone other than the Consortium

B3.9.2 Staff members may not be actively associated with the management of, or hold a financial interest in, any business concern if it is possible for them to benefit from such association by reason of their official position with the Consortium.

B3.9.3 Staff members who have occasion to deal in their official capacity with any matter involving a business concern in which they hold a financial interest shall immediately disclose the measure of that interest to the CEO. The holding of shares in a publicly quoted company shall not constitute a financial interest within the meaning of this rule.

B3.9.4 Staff should never try to gain economic profits for themselves, their family or friends when awarding the Consortium's contracts to commercial firms or in other similar situations.

B3.9.5 In the performance of their duties, staff members shall neither seek nor accept instructions from any government or from any other authority external to the Consortium.

B3.10 Outside Employment

B3.10.1 As a general rule staff are expected not to take up other jobs while working full time for the Consortium. Other paid or unpaid activities may be undertaken provided that the staff member does not use Consortium working hours on such tasks, that he/she does not use Consortium facilities or property and that the activities undertaken do not place the staff member in a situation which results in a conflict of interest.

B3.10.2 Staff employed by the Consortium on a part-time basis are free to take up additional employment, subject to the approval of the CEO. Where additional work is approved, it shall be on the proviso that the additional employment does not use Consortium facilities or property, and that the activities undertaken do not place the staff member in a situation which

results in a conflict of interest. Part-time staff are obliged to advise the CEO of all sources of their remuneration at the time of recruitment, and of any subsequent changes in remuneration.

B3.10.3 Consortium staff employed on a full-time basis must seek prior approval of the CEO to engage in any consultancy or outside employment (paid or unpaid) when this is related in any way to the staff member's employment at the Consortium. Where the CEO has approved a staff member's paid employment by another organization, e.g. as a consultant or board member, all fees should be paid to the Consortium. Similarly, all honoraria received by staff for participating as an invited resource person in seminars, workshops, courses or other professional engagements should be transferred to the Consortium.

B3.11 Outside activities

Consortium staff must not publicly comment on or interfere in the political, governmental or religious affairs of the host country. Staff are not expected to give up their national sentiments or their political and religious convictions. However, they shall at all times bear in mind the reserve and tact incumbent upon them by reason of their employment in an international organization. Any staff member who becomes a candidate for public office of a governmental character shall immediately disclose such information to the CEO.

B3.12 Gifts and honours

Staff shall consult with the CEO before accepting cash awards, honours, decorations, favours or gifts from any individual or organization, when these stem from the staff member's association with the Consortium and they exceed US\$100 in value. Staff shall consult with the CEO before bestowing any cash awards, honours, decorations, favours or gifts to any individual or organization.

B3.13 Relations with the media and the public

Staff should exercise discretion in all matters of official business. The CEO must clear statements on behalf of the Consortium to the media or in public fora and/or publishing articles representing the Consortium's position.

B3.14 Other obligations and responsibilities

Staff members must inform the CEO promptly in writing of any change which might affect their status and entitlements under the provisions of the Manual. Such changes include, but are not limited to, marital status and dependency status.

B3.15 Personal liability for losses due to negligence or contravention of policies

B3.15.1 Staff members have a financial obligation to the Consortium in respect of any loss suffered as a result of their negligence or as a result of contravention of any regulation, rule or procedure. The Consortium normally takes no action to pay or recover balances from staff members for amounts equivalent to US\$100 or less.

B3.15.2 The right of a staff member to claim any allowance, grant or payment to which they are entitled but which is unclaimed lapses one year after the date on which the entitlement arose, unless otherwise specified. The right of the Consortium to claim from a staff member any overpayment made and received in good faith lapses one year after the date on which the overpayment was made. Where exceptional circumstances did not permit the claim to be made earlier, the CEO may waive the time limit of one year.

Part B4 Implementation Guidelines: RECRUITMENT AND APPOINTMENT

B4.1 Advertising

B4.1.1 All recruitment advertisements will be approved by the CEO and made known to staff.

B4.1.2 Vacancies shall be advertised on an appropriate geographical basis and selection made from among both internal and external candidates.

B4.2 Appointments

B4.2.1 The CEO shall approve the appointment of all staff.

B4.2.2 Staff are subject to the authority of the CEO, who has the authority to establish new assignments, and to specify and modify the duties and responsibilities of Consortium positions. Such changes will give due consideration to both the Consortium's interests and the staff member's qualifications and expertise.

B4.2.3 The selection process for positions reporting directly to the CEO will include the involvement of the Board in a form which the Board will determine.

B4.3 Duration of appointment

B4.3.1 Appointments can be for any period up to three years, depending on the anticipated duration of the position's activities. Where the duration of the position's activities appears indefinite, the normal duration of initial appointment will be for a fixed term of three years, renewable where circumstances permit.

B4.3.2 Extensions of appointment also will be based on the anticipated duration of the position's activities. Where this duration appears indefinite, the contract renewal will normally be for a fixed term of three years, renewable where circumstances permit.

B4.4 Notices of Extension and Termination of Appointments

B4.4.1 The Consortium will give standard term staff notice of its decision to renew, not renew, or terminate the contract. The notice period for appointments of less than 3 years will be 3 months; the notice period for 3-year appointments will be 6 months.

B4.4.2 Short-term staff should expect that their employment will conclude on the date specified in their contract, and the Consortium will not provide notice of termination.

B4.4.3 Staff are required to give at least one-month notice of their intention to leave the Consortium's employ; senior managers should aim to give at least three months' notice.

B4.4.4 During the initial probationary period, an appointment may be terminated by either party by providing a one-month notice. If a staff member is serving a probationary period as a result of an appointment to a new position, the Consortium will give him/her a three-month notice of its decision to terminate the contract.

B4.4.5 Should the Consortium fail to give the required notice, it will extend the staff member's contract for the period required to cover the full notice period.

B4.4.6 When it is in the interest of the Consortium, the CEO may authorize compensation in lieu of the notice period or part thereof. Compensation in lieu of notice will be paid as the full salary and benefits (except insurance coverage) which would have been accrued to the staff member had he/she served the full period of notice. Payments will include, if the staff member is eligible: salary, allowances, retirement plan contributions and accrued annual leave. Compensation payments, including the accumulation of annual leave and its commutation, are calculated as if employment had continued until the end of the notice period.

B4.5 Appointment Offer and Acceptance

B4.5.1 Appointment offers and letters of appointment must be made in writing and signed by the CEO or a person delegated by him/her. The Letter of Appointment shall state:

- (a) the type of appointment
- (b) the title, grade and location of the post
- (c) the major duties and responsibilities
- (d) the salary, allowances and general benefits
- (e) the date on which the appointee is expected to commence duties
- (f) the expiry date of the appointment
- (g) any specific conditions relating to the offer
- (h) that the appointment is subject to the applicable provisions of the Manual, and to subsequent amendments;
- (i) the recruitment base of the appointee
- (j) the duration of the probationary period.

A copy of the Personnel Policy Manual will be provided to all new provisional appointees with their letter of appointment.

B4.5.2 Until the signed acceptance of the appointment offer is received by the Consortium, the appointment offer may be rescinded by written notification from the CEO.

B4.5.3 Staff members may at any time be required by the Consortium to supply information concerning their status prior to his/her appointment and relevant to their suitability, or concerning facts relevant to their integrity, conduct and service as staff members.

B4.6 Pre-employment Medical Certification and Examinations

B4.6.1 All appointments are made on the understanding that the appointee is medically fit to meet the requirements of the position.

B4.6.2 All staff members are required to undergo a full medical examination before their appointment can take effect. The Consortium will provide reimbursement for the costs of such authorized examinations.

B4.7 Probationary period

B4.7.1 All initial standard term appointments, including the appointment of serving staff to a new position, will require a probation period. The probation period for appointments of less than 3 years will be 3 months; the probation period for 3-year appointments will be 6 months.

B4.7.2 The probationary period for short-term staff, where applicable, will be indicated in the contract of employment.

B4.7.3 For standard term appointments, a probation mid-point evaluation is required 6 or 12 weeks as appropriate following the initial appointment, and a final evaluation is required one week prior to the end of the probationary period. The outcomes of each evaluation shall be documented in writing and communicated to the probationer who shall have the right to submit comments in writing.

B4.7.4 Under appropriate circumstances, the CEO, on recommendation of the Unit Head, may extend the probationary period before taking a final decision on the appointment. The extension may not exceed a period of three months.

B4.7.5 At or before the end of the probationary period the probationer will be notified in writing that:

- (a) the contract is confirmed;
- (b) the contract is not confirmed and terminated, or
- (c) the probationary period is extended.

B4.7.6 The probationary period shall be extended to compensate for any period of sick leave in excess of two weeks.

B4.8 Appointment of Family Members

B4.8.1 Spouses, recognized partners and other family members as defined in Section 2 may be appointed as staff if the following conditions are met:

- (a) there is an approved vacancy
- (b) normal recruitment and appointment procedures are followed where the period of employment will exceed six months (see B4.8.3 below)
- (c) selection is agreed by a panel that does not include a family member
- (d) the appointee will not be supervised by the family member or vice versa
- (e) the appointee shall not serve in a post which would place the staff members in a real or potential conflict of interest, and
- (f) neither staff member shall participate in any review or decision-making process which affects the other.

B4.8.2 Employment opportunities for spouses and recognized partners in a country will also depend on the regulations and policies of the host government.

B4.8.3 Spouses, recognized partners or other family members as defined in provisions in Section 2 may be offered employment without advertisement for periods up to 6 months, subject to the approval of the CEO. Where the spouse/partner/family member are dependents of the CEO, appointment must be approved by the Board Chair.

B4.9 Working relationships

B4.9.1 In the event of the marriage of one staff member to another, or a recognized partnership between two staff members while employed by the Consortium, neither shall serve in a post which is higher or subordinate in the line of authority to the other, or which would place the staff members in a real or potential conflict of interest. Neither staff member shall participate in any review or decision-making process which affects the other.

B4.9.2 In the event that a superior or subordinate reporting relationship exists at the time of marrying, the Consortium will implement the necessary changes in the reporting relationship to comply with paragraph B4.9.1.

B4.9.3 The marriage of one staff member to another or a recognized partnership between two staff members, shall not affect the contractual status of either spouse or recognized partners, but their entitlements and other benefits shall be modified as provided in the relevant provisions.

B4.9.4 Suppression of information or failure to provide information on family relationships will render the family member's appointment null and void and makes the staff member liable to disciplinary action.

Part B5 Implementation guidelines: OPERATIONAL ACTIVITIES
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B5.1 Administrative arrangements: working from home/alternative location

B5.1.1 Subject to the agreement of their supervisor, and with the approval of the Director of Finance and Corporate Services, staff members may elect to work for a specific period from home or an alternative location to the Consortium site, provided that:

- (a) the work proposed for this period can be undertaken effectively from home/alternative location, and
- (b) working from home/alternative location will not impair the staff members' other work obligations, particularly communication/ interaction with colleagues and partners.

These arrangements shall be properly documented.

B5.1.2 Working from home/alternative location may be considered when:

- (c) the nature of the task requires considerable concentration in an environment that will allow uninterrupted work; or
- (d) a staff member needs to accommodate a short-term personal/family need; or
- (e) a staff member needs to accommodate a long-term personal/family need; or
- (f) a staff member is physically unable to get to work, e.g. because of accident or injury (but nevertheless is medically fit for work); or
- (g) a staff member is undertaking a return-to-work program following medical treatment; and
- (h) a staff member's absence from her/his normal workplace (except in the case of accident/injury or return-to-work program) will not unduly affect productivity.

B5.1.3 Working from home/alternative location will not be approved if medical opinion determines that the person is unfit for work.

B5.1.4 Several options exist for working from home/alternative location. These include:

- (a) working at home/alternative location for an agreed part of every day for a specified period;
- (b) working at home/alternative location all day for a specified period; and
- (c) working at home/alternative location for an agreed part of each week on an ongoing basis.

Typically the specified period will be a number of days or weeks as appropriate. Consideration will also be given to other options, depending on feasibility and reason/s for the request.

B5.1.5 The needs of the Consortium and the service provided will be the determining factor in any agreement to working from home/alternative location. Objectives for the work to be undertaken from home/alternative location must be mutually agreed between the staff member and her/his supervisor. Working arrangements must be robust, allow for measurable targets to be set and for regular feedback on performance to occur. There shall also be clear criteria established for reviewing the effectiveness of the arrangements.

B5.1.6 Particular attention will be focused on availability of adequate communication with the staff member at home/alternative location and the implications for quality of interaction with team colleagues or partners. Thus, when the staff member is working from home or an alternate location:

- (a) in the same time zone as her/his usual site – it should be possible for Consortium management, colleagues and partners to contact the staff member at any time during agreed working hours; or
- (b) in a different time zone from her/his usual site, it should be possible for Consortium management, colleagues and partners to contact the staff member at any time during agreed working hours at the alternative location.

B5.1.7 If the period of working from home/alternative location exceeds two weeks, the effectiveness of the arrangement will be monitored periodically. An agreement to review and evaluate the arrangement must detail the date for such a review and the subjects that will be covered in the review/s.

B5.1.8 Security and confidentiality rules continue to apply to all business conducted on behalf of the Consortium, irrespective of the staff member's location. Breaches will be dealt with under the Consortium's disciplinary rules.

B5.1.9 Where good reason exists, arrangements for working from home/alternative location may be terminated at any time by the unit head, supervisor or the staff member.

B5.2 Administrative arrangements: other flexible work options

B5.2.1 The Consortium is prepared to consider other options for staff members, either for a limited period or on an on-going basis, to access the range of flexible options listed in paragraph 5.1 in the core policies section of this manual.

B5.2.2 As a general principle, the above options will be considered where they do not impair the Consortium's productivity or the level of service of the work unit concerned. In recognizing this principle, supervisors will consider requests for flexible working arrangements, on the basis of their feasibility based on the type of position and the work area.

B5.2.3 When appropriate, flexible working arrangements for individuals or groups may be introduced on a pilot basis, with more formal arrangements decided in light of the results of the pilot exercise.

B5.2.4 Unit Heads are responsible for ensuring that when urgent business requires a change, staff members on flexible work arrangements revert to normal working hours or the normal work location for the necessary period.

Part B6 Implementation Guidelines: SALARIES AND BENEFITS

B6.1 Annual salary review

B6.1.1 The Consortium will review each staff member's salary annually, following the annual performance review (See Section 10). The purpose of the salary review is to identify and reward both strong and exceptional performance, and to ensure appropriate salary relativities across comparable staff.

B6.1.2 The salary reviews will be conducted by the Leadership Team, based on recommendations from unit heads. All salary increases will be decided by the CEO, on advice from the Leadership Team. The timetable for such reviews will be notified annually.

B6.2 Advancement through the pay range for each grade

B6.2.1 The pay range for each grade (see Appendix 1) provides a maximum pay point 50% greater than the minimum pay point, with a performance bar at to the salary point 37.5% above the minimum salary of the grade.

B6.2.2 Review of salary within the same range will be based on the unit head's recommendation, which will be assessed by the Leadership Team. The quantum of advancement will related to the performance assessment scale, as follows:

"Needs improvement":	no change in salary
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“Mostly meets requirements”:	an increase in salary equal to 75% of the annual inflation for that year
“Fully meets expectations”:	an increase of 1.5 – 2.0% of the minimum salary for that range, plus 75% of the annual inflation for that year
“Significantly exceeds expectations”:	as above, plus an appropriate additional amount paid in the form of a bonus.

When a staff member’s salary exceeds the level of the performance bar, the increase based on minimum salary will be reduced by 50%, i.e. to 0.75 – 1.0%.

B6.2.3 Higher increases than those listed in B6.2.2 above will be awarded in recognition of exceptional performance. The scale of such increases will be determined on an individual basis, consistent with the level and nature of achievement being recognized.

B6.3 Promotion to a higher grade

During the annual salary reviews, the Leadership Team will also review recommendations from unit heads for the promotion of a staff member to a higher grade. Such recommendations need to demonstrate that the staff member:

- (a) has developed his/her position to the extent that it meets the requirements for the higher grade, and
- (b) has a sustained record of achievement that meets the competency requirements (see Appendix 2) for the next higher grade.

A candidate for promotion to a higher grade would be expected to have attained a performance rating of “significantly exceeds expectations” in two successive years. As with salary increases, promotion proposals will be decided by the CEO, following review by the Leadership Team.

B6.4 Cash Advances

B6.4.1 Salary advances are normally only provided for official travel purposes and for education and rent advances. In certain circumstances, the CEO may authorize cash advances for other purposes.

B6.4.2 The CEO (or designate) may authorize cash advances up to one month’s salary once per calendar year for other purposes. These advances shall be repaid by deduction from subsequent monthly salary payments no later than three months after the month in which the advance was made.

B6.4.3 In exceptional circumstances, the CEO may, once per calendar year, authorize, salary advances beyond the above limits. Exceptional circumstances may include a justified personal financial emergency such as a serious or prolonged illness or as a result of family financial difficulties.

B6.4.4 If a staff member's service terminates before any salary advance has been repaid in full, the outstanding balance will be deducted from any monies or benefits due to the staff member or, in the case of death, his/her beneficiaries.

B6.5 Retirement Plan and Insurances

B6.5.1 The Consortium retirement plan and insurances scheme replaces the Social Security programs of its various host countries. The Consortium deducts an internal tax on salaries and, consequently, Consortium staff who are employed on a continuous basis and for a period of at least one year are not liable for social security payments.

B6.5.2 The Consortium scheme, established by the CGIAR and adopted by all of its Institutions, provides a comprehensive package of insurance and fund accumulations to meet staff members' and their dependents' needs during employment with Consortium and for retirement.

B6.5.3 The Consortium retirement plan and insurances scheme is fully funded by Consortium. No deductions from base salary are required of the staff member. Staff members may, however, take advantage of plan options to gain additional benefits by making voluntary contributions. B6.5.4 In exceptional circumstances, particularly to facilitate the appointment of staff seconded from other organizations, such staff may be given the option to continue in their local social security system and not to participate in the Consortium /CGIAR system. In this case, the Consortium will pay the contributions up to the amount provided under the standard program.

B6.5.5 The Consortium insurance plan covers:

- (a) life benefit
- (b) accidental death and disability benefits
- (c) travel accident insurance
- (d) long-term disability benefits
- (e) medical benefits, and
- (f) emergency medical evacuation.

B6.5.6 The Consortium's insurance plan is managed by the Association of International Agricultural Research Centers (AIARC) on behalf of the centers that belong to the CGIAR. These plans may change from time to time. Staff will be informed of such changes. In case of conflict between the Insurance Plan and the Consortium Personnel Policy Manual, the former will prevail.

B6.5.7 Medical costs resulting from a work-related accident are covered under the standard medical benefits, except that a deductible may be applied by the insurance provider. In such case, the deductible which relates to the work-related accident will be reimbursed by the Consortium to the staff member concerned.

B6.9 Special Responsibility Allowance

B6.9.1 A Special Responsibility Allowance may be paid to a staff member who is formally designated by the CEO to assume the full responsibilities of a higher grade position when such position is unfilled, either because of recruitment difficulties or because of the prolonged absence of the incumbent.

B6.9.2 A Special Responsibility Allowance may also be paid when, because of temporary exceptional circumstances, a staff member is formally assigned additional responsibilities by the CEO, provided that the additional responsibilities would warrant a reclassification of the staff member's position to a higher grade.

B6.9.3 Where a Special Responsibility Allowance is approved, it shall commence from the time when the staff member is required to undertake the higher level of responsibility. The level of allowance shall be based on the difference between the staff member's substantive salary and the minimum salary of the grade of his/her special responsibilities. Where the staff member is already earning a higher salary than the minimum of the higher grade (i.e. because of the effect of overlapping pay bands in the Consortium pay scales), the Special Responsibility Allowance shall be recalculated to ensure suitable financial recognition of the higher responsibilities, and shall be not less than 10% of the staff member's substantive salary. This allowance is paid monthly.

B6.9.4 The Special Responsibility Allowance is exceptional and temporary in nature and it is subject to regular review. It should in no way be seen as a substitute for the existing classification, pay, reward or promotion policies.

Part B7 Implementation guidelines: LEAVE OPTIONS

B7.1 Vacation Leave

Entitlement and access

B7.1.1 Staff members accumulate paid vacation leave at the rate of 2.5 working days per month of service. In recognition of the importance that rest and relaxation has on health and safety of staff and on individual productivity, staff members are expected to take at least 15 days of vacation leave per annum.

B7.1.2 Requests for vacation leave must be approved in advance by the staff member's supervisor. In deciding on requests for vacation leave, supervisors will take into account work schedules and staff member's requirements and preferences.

Advance leave

B7.1.3 In exceptional circumstances, a staff member may be granted advance leave up to a maximum of 5 working days, provided his/her service is expected to continue for the period necessary to accrue entitlement to the leave so advanced.

Maximum accrual

B7.1.4 A staff member may accumulate a maximum of 30 days' vacation leave. Days in excess of 30 are lost as of 31 December of each year. Retention of excess vacation leave may be approved by the CEO where the staff member was unable to take leave because of exigencies of services.

Payment on separation

B7.1.5 Upon the staff member's separation from the Consortium, he/she may be paid a lump sum corresponding to any earned but unused days to the date of separation, up to a maximum of 60 days. Staff members may be requested to take their vacation leave before leaving the Consortium.

B7.2 Medical Leave

Entitlement and access

B7.2.1 Staff members are entitled to 22 working days of medical leave with full pay at the start of each 12 months of service. A medical certificate must be provided to the Human Resources Unit to support all medical leave of more than 3 consecutive days.

B7.2.2 Up to 7 of the 22 medical leave day entitlement may be used in cases of health issues related to immediate (or dependent) family members (for example, sickness of a child or spouse). A medical certificate must be provided to Human Resources to support medical leave requests related to immediate (or dependent) family members where the absence is more than 3 consecutive days.

Accrual

B7.2.3 Medical Leave may be accumulated without limitation; however, it is not convertible to cash or additional leave at separation.

Short-term disability leave

B7.2.4 Where a staff member is unable to work because of an accident or illness accepted by the Consortium as work-related, he/she will be granted short-term disability leave. Short-term disability leave is paid at full pay to a total of 6 months, without deduction from Medical Leave credits. The work-related nature of the disability needs to be documented in a medical report prepared by a medical practitioner. The Consortium may request an external evaluation of such medical report.

Extended Sick Leave

B7.2.5 Cases may arise where a staff member is suffering an extended illness or accident. If the staff member has exhausted all his/her entitlements to medical leave, and also has exhausted all his/her entitlements to all accrued annual leave, the CEO may authorize, extended sick leave with full or partial pay. To receive consideration for extended sick leave, the staff member shall provide a medical certificate indicating the reasons for the absence and the expected duration of absence.

B7.2.6 Such extended sick leave is granted solely for the purpose of providing a bridge to the staff member to become eligible for disability benefits under the Consortium's social security scheme. Extended sick leave will be paid for a maximum period of six months.

B7.2.7 From time to time, a staff member on extended sick leave may be required to submit a medical certificate as to the state of his/her health, or to undergo examination by a medical practitioner designated by the CEO. If, based on the medical report, the CEO is satisfied that the staff member is fit to resume his/her duties, the CEO may refuse to grant further extended sick leave, or may cancel leave already granted. If the staff member so requests, documentation supporting continued absences that have been denied by the CEO may be referred to an independent medical practitioner acceptable both to the CEO and the staff member for review and recommendation.

Long-Term Disability

B7.2.8 The Long-Term Disability Insurance plan referred to in section B6.2.5(d) will provide disability payments starting on the 181st calendar day of medical absence if the staff member is still unable to work.

B7.2.9 In case of medical absence for more than 180 calendar days, unused medical leave may be used at a rate of 30% to top up the partial disability insurance rate (70%) to a full 100% of salary.

B7.3 Parental Leave

B7.3.1 Maternity Leave

Entitlement and conditions

B7.3.1.1 Staff members who have worked with the Consortium for at least 9 months on a fixed-term appointment are entitled to maternity leave with full pay and benefits for a period of 16 calendar weeks. In the case of multiple births, maternity leave will be extended to a total period of 20 weeks. Staff members who have worked for less than 9 months shall be entitled to maternity leave on a pro-rated basis.

B7.3.1.2 Staff members who work on a part-time schedule shall be entitled to maternity leave for the full period of 16 weeks, or 20 weeks in case of multiple births. However, they will accrue annual leave at the same percentage as their part-time schedule during the maternity leave period and all other entitlements.

B7.3.1.3 The request for maternity leave must be made at least 3 months before the expected date of delivery and must be accompanied by a certificate from a medical practitioner indicating the expected date of delivery.

B7.3.1.4 The maternity leave will comprise a pre-delivery and post-delivery period. The pre-delivery period will commence 6 weeks before the expected date of delivery.

B7.3.1.5 At the staff member's request, and upon presentation of a medical certificate certifying that she is fit to work, a shorter period of pre-delivery leave may be granted, provided that it is not less than 2 weeks. The period by which the pre-delivery leave is reduced is then added to the post-delivery entitlement.

B7.3.1.6 Reinstatement

A staff member who is granted maternity leave as set forth above, and who resumes her employment upon the expiration of the maternity leave, shall be guaranteed reinstatement in the position occupied by her at the time she commenced maternity leave.

B7.3.1.7 Extending maternity leave

A staff member may wish to stay away from work for longer than the stipulated period in order to care for the infant. In such circumstances, she may apply for leave without pay. Provided the total absence on leave without pay does not exceed 6 months, and is within the period of her current contract, the Consortium will reinstate the staff member upon return from such extended leave in the same position occupied by her at the time she commenced maternity leave, or in a comparable position with not less than the salary and benefits to which she was entitled at the beginning of the maternity leave.

B7.3.1.8 Flexible use of maternity leave entitlement

Where both parents are staff members, any unused portion of maternity leave, subject to a minimum of 10 weeks maternity leave, may be used by the other parent for parental leave..

B7.3.1.9 Arrangements for nursing mothers

A mother who needs to be absent from the work premises to nurse her infant or express milk shall be given up to 2 hours' leave daily, including commuting time, for that purpose until the child is one year of age. The time of these daily absences shall be agreed by the staff member with her supervisor, and should to the greatest extent possible be determined by the needs of the staff member.

B7.3.2 Paternity Leave

A staff member shall be entitled to paternity leave with full pay and benefits for a total period of up to 4 weeks. The leave may be taken either continuously or in separate periods during the year following the birth of the child, provided that it is completed during that year and within the duration of the contract.

B7.3.3 Adoption Leave

Upon the presentation of satisfactory evidence of the adoption of a child, a staff member shall be entitled to adoption leave with full pay for a total period of 8 weeks. Where both parents are staff members, adoption leave may be used by the other parent up to the maximum total entitlement of 8 weeks.

B7.4 Compassionate Leave

In the event of a serious illness or death of a member of the staff member's immediate family, or spouse's or recognized partner's immediate family, a staff member is entitled to up to 5 days of paid leave. For the purpose of this entitlement, "immediate family" is defined as spouse, parent, child, brother, sister and grand-parent). Where more time than this provision is required, it may be:

- (a) charged to the 7 days sick leave under provisions B7.2.2 if not already utilized
- (b) charged to vacation leave, or
- (c) taken as leave without pay, subject to approval.

B7.5 Special leave

B7.5.1 Special leave with full pay may be granted in the following, but not limited to, cases:

- (a) where the staff member has civic responsibilities to discharge

- (b) where the staff member has been subpoenaed as a witness in court proceedings, or
- (c) where the staff member wishes to donate blood (half a day).

B7.5.2 The CEO may also authorize special leave, with full or partial pay for periods he/ she deems appropriate, in cases such as the following:

- (a) cases of extreme hardship for the staff member, or other compelling reasons
- (b) where the staff member is involved in an internal investigation, or
- (c) where the CEO considers such leave to be in the interest of the Consortium.

Requests for special leave under provision B7.5.2 (a) must be submitted in writing to the CEO for approval.

B7.6 Leave Without Pay (LWOP)

B7.6.1 A staff member may request leave without pay, for a period of up to one year, where the staff member:

- (a) wishes to pursue research or advanced studies, and where such research or studies may benefit the Consortium;
- (b) wishes to continue child care after her entitlement to maternity leave has been exhausted; or
- (c) has to face exceptional situations.

B7.6.2 With the exception of child care after maternity, staff members must use all other leave credits before requesting leave without pay.

B7.6.3 Requests for leave without pay must be submitted in writing, using the established form, and must be approved by the CEO. Approval of leave without pay is entirely at the discretion of the CEO.

B7.6.4 During periods of leave without pay, the following conditions will apply:

- (a) insurance plans will be continued for up to two months.
- (b) for periods that exceed two months, the staff member is required to pay for the costs of insurance coverage should he/she opt to continue with coverage.
- (c) retirement plan contributions and all other entitlements and allowances will cease for the entire period of the leave without pay, including accrual of service towards separation allowance.
- (d) the annual salary performance-based increase and other forms of reward are forfeited
- (e) At the end of the period of leave without pay, the Consortium will reinstate the staff member in the same position occupied at the time of commencement, or in a comparable position with not less than the salary and benefits to which the staff member was entitled at the beginning of the leave.

B7.6.5 Where the special leave without pay period is for six months or longer, staff members are required to contact Human Resources at least two months prior to the end of leave to determine reinstatement options.

B7.7 Study Leave

Study leave may be granted in the context of staff development proposals (see Section 11).

Part B8 Implementation Guidelines: TRAVEL

B8.1 Travel authorisation

B8.1.1 A travel authorization must be prepared in advance for all official travel. The appropriate supervisor must have authorized the travel before air tickets are issued and/or purchased. Prior travel authorization for short-term consultants is required just as it is for staff.

B8.1.2 The CEO may authorize exceptions to the following policy as circumstances warrant.

B8.2 Economy of travel arrangements

B8.2.1 Airfares generally will be approved at the most direct and economical routing and, where possible, early reservations should be made to take advantage of lower costs compared to last-minute travel arrangements. Nevertheless (and as an example), a higher fare may be authorized if the "lowest cost economy" fare results in an avoidably long or inconvenient travel routing.

B8.2.2 Staff and consultants are expected to make as much use of negotiated discounted fares and other less expensive fares as is consistent with the time and routing required. Unless another class of travel is authorized by the CEO, upgrading is at the traveller's expense.

B8.2.3 If a traveller prefers to use a specific carrier even at a higher cost, the fare differential may be charged to the traveller's personal account. However, it is recognized that such preferred choices may have a short term higher cost but a longer term benefit such as access to free or discounted upgrades or fare reductions. The justification for using a preferred carrier must be approved if the Consortium is to pay the additional cost.

B8.2.4 In case of emergencies, when the authorized class of service is not available and travel cannot be delayed, travellers may use the lowest-cost available class. Regardless of cost, the Consortium will not authorize or require a traveller to use an airline that is considered to have a poor safety or aircraft maintenance record.

B8.3 Class of air travel

B8.3.1 The normal standard of air travel while on business is economy class. Premium economy class may be authorized for business-related flights over six hour's continuous flight time.

B8.3.2 Business class airfare may be authorized by the CEO where:

- (a) an individual flight is over 10 hours in length, or
- (b) the total trip time is over 15 hours in length.

In these cases, the starting time for calculating trip duration will be from the airport where the international flight originates.

B8.3.3 Non business-related travel is guided by different provisions. Travel related to appointment, separation, staff development, and institutional events should be booked on the most direct and economical routing. Staff are expected to make as much use of other less expensive fares as is consistent with the time and routing required.

B8.3.4 Unless another class of travel is authorized in advance by the CEO, upgrading is at the traveler's expense.

B8.4 Reimbursement and savings

101.0 Reimbursement for transportation will be based on the actual cost of the travel used, up to the cost of the travel authorized. Reductions due to changes in routing, use of lower fare classes, etc. are returned to the Consortium and may not be used to extend routing, or provide additional travel for the staff member or accompanying dependents..

B8.5 Booking (air) travel

Generally the Consortium administration will be requested to make flight arrangements and issue tickets for staff. However, staff may purchase an air ticket under certain circumstances, for example, if doing so results in a reduced fare, preferential treatment such as upgrading at a reduced cost or for free (use of frequent flier points that cannot be done by a travel agent for example, but only on-line with a carrier). In such cases it will be clarified that the routing is appropriate and that the cost is in line with what is available through the Consortium travel agent. Travellers should submit a claim for reimbursement of the airfare along with the travel expense claim for other travel expenses.

B8.6 Class of train travel

First class train fare is authorized.

B8.7 Terminal allowance

A non-accountable allowance of \$50 will be provided at both the start and return of a trip, for the cost of transport and other incidentals (petrol, parking, porters, taxi, etc.) related to travel to and from the home airport. If a traveller lives at a distance where the verifiable (i.e. with receipt) taxi cost exceeds \$50, this will be reimbursed in lieu of the terminal allowance. Airport transport costs in other locations are reimbursed based on actual expenses, verified by receipts.

B8.8 Taxis

Local travel expenses by taxi will be reimbursed upon presentation of a receipt (where possible - it is understood that in some countries it is not easy to obtain a receipt).

B8.9 Personal and Rented Automobiles

Staff members may be authorized to use their personal automobiles in the conduct of Consortium business. When so authorized they will be reimbursed at a mileage rate plus tolls

and garaging as appropriate. The Consortium administration will establish and maintain the mileage reimbursement rate and provide information on Consortium liability.

B8.10 Accommodation and Subsistence

B8.10.1 For official travel, the Consortium's policy is to reimburse staff members for lodging at cost, upon presentation of invoices, and to provide a fixed per diem to cover meals and other incidentals.

B8.10.2 While actual accommodation cost is reimbursed, travellers are expected to stay at business traveller hotel standard. Luxury accommodation should be avoided unless there is no alternative.

B8.10.3 If a traveller is lodged at private accommodation such as with family or friends, the Consortium will provide the traveller with a non-accountable daily allowance of \$50 to help offset hospitality or other courtesy costs associated with the lodging.

B8.10.4 When visiting CGIAR Centers, Consortium staff should use guest house facilities if these are available and of acceptable quality, unless the traveller prefers to stay at lower cost accommodation.

B8.10.5 Subsistence cost reimbursement for official travel will be based on a per diem schedule for meals and incidentals. For lodging the expense claim must be supported by an official receipt. The per diem system will continue to be the UN standard, as posted on the Consortium intranet.

B8.10.6 The Consortium accounting formula for part days' meal allowances will continue to be followed. The per diem is reduced when a traveller is a guest at formal CGIAR functions or when meals are provided at a host Center.

B8.11 Passports, Visas, Inoculations

B8.11.1 It is the traveler's responsibility to ensure that he/she has a valid passport, the necessary visas for the countries to be visited and the appropriate inoculations. The Consortium will pay for the issuance and renewal of passports for the staff member only. The Consortium will provide assistance to obtain visas.

B8.11.2 The Consortium will reimburse the traveler for the cost of obtaining visas and the inoculations and prophylactic medicines required.

B8.12 Other Expenses

Miscellaneous business expenses that are incurred in the course of a trip, and which are not accommodation or meals (e.g. hotel business center, hotel room internet connectivity, etc.) will be reimbursed on presentation of a receipt.

B8.13 Consortium Board members' travel

Consortium Board members' travel is governed by a separate policy reflecting the differences in their employment contracts.

B8.14 Medical Evacuation Travel

B8.14.1 Special provisions apply where a staff member or authorized dependant becomes critically ill or injured:

- (a) while on authorized travel or
- (b) at the duty station where medical facilities are inadequate or not available.

B8.14.2 In such circumstances, the CEO shall seek the advice of a medical doctor and, in consultation with the family, shall authorize immediate evacuation by the fastest, most practical means to the nearest medical facility able to provide the necessary services.

B8.14.3 In those situations where the medical practitioner determines that the staff member or dependent cannot travel alone, travel for a nurse or companion may be authorized.

B8.14.4 Where medical evacuation travel is required, the Consortium and/or staff will take advantage of its membership in medical evacuation schemes and of the Consortium medical plan.

Part B9 Implementation Guidelines: RELOCATION PACKAGE

B9.1 General

The following allowances are described for eligible new appointees to Montpellier. The allowances for staff transferring from Montpellier to a new duty station are essentially the same, but with comparable rather than identical provisions for the education grant.

B9.2 Relocation Allowance

The relocation allowance is a non-accountable payment made when an eligible staff member takes up duty. It is designed to assist with the costs of moving a residence from the recruitment base to Montpellier, and is paid in a lump sum upon arrival.

	Relocation Allowance (€)
Staff member	3 000
Each dependent	750

B9.3 Temporary Living Expenses

B9.3.1 Temporary living expenses are DSA (Daily Subsistence Allowance) authorized for any eligible staff member and authorized accompanying dependents. The payment is intended to offset living costs immediately prior to departure from the recruitment base and upon arrival at a new post, until regular living accommodation is available.

B9.3.2 Payments are made for up to 5 days' at the recruitment base and up to 30 days at Montpellier. Payment is at the full rate of DSA for the staff member, and 50% of the DSA rate for each accompanying dependent. In unusual situations the CEO may extend the period.

B9.3.3 The DSA payments are made to cover the actual period of temporary accommodation. In those cases where there are no lodging costs because staff are being housed through the Consortium, a payment of a fixed Per Diem will be provided to cover other incidentals.

B9.4 Travel costs

The Consortium will contribute to the cost of air travel for the appointee and recognized dependents who are taking up residence at the duty station. The travel conditions and provisions are explained in Section 8.

B9.5 Shipping entitlements

B9.5.1 The Consortium provides shipping assistance for personal and household possessions to new appointees eligible for the Relocation Package at the beginning of their appointment. This benefit is provided on appointment.

B9.5.2 Shipping assistance is provided based on the most direct routing available at the time of shipment and within the allowances set out below.

B9.5.3 The Consortium's shipping allowances are for personal items and household goods. The Consortium does not provide shipping allowances for cars, pets, boats, campers, motor homes. Host Country Agreements may provide rules, regulations and restrictions on the items that may be imported.

B9.5.4 Therefore the components of such the Consortium assistance may change depending on the location, transport availability, length of stay, facilities available, size of family, climate, season of the year, and the conditions provided for in the agreements the Consortium has with its host countries and institutions, etc. Consequently the assistance to be provided by the Consortium may need to be adjusted from the standard allowance guidelines indicated below. The Corporate Services Office should be consulted on all moves for which shipping assistance is required.

B9.5.5 The results of such discussions will be an authorization letter clearly stating what will be provided by the Consortium and how the staff member should handle the move to take maximum advantage of the Consortium's help and agreements.

B9.5.6 The shipping allowance is for 150kg of goods by shipped by air, plus one 20-foot container shipped by sea or surface transport. Staff members may change from sea to air or vice versa provided the total cost does not exceed the cost of transportation as above. The Consortium will bear the actual cost of the packing, transportation and unpacking of the items to be shipped within the limits set above. All costs over this amount must be met by the staff member.

B9.5.7 The Consortium will pay for the insurance of the staff member's personal and household possessions while in transit up to a maximum value of the personal effects of US\$ 50,000 for single staff members and US\$ 75,000, plus US\$ 10,000 for each dependent child, for a married staff member, on approved items. Insurance for a value over this amount is at the staff member's option and expense.

B9.5.8 The Consortium provides no insurance for the staff member's possessions once they have been delivered to the address on the shipping manifest. Staff members must arrange for their own property insurance; however, the Corporate Services Office can advise on available options.

B9.5.9 The Consortium 's host country agreements generally provide for the import and export of staff member's authorized personal possessions without payment of duty. Where the Consortium's country agreements do not exempt the normal personal possessions from duty, the Consortium will reimburse the staff member for this relocation cost up to the cost of duty levied on the insured goods.

B9.5.10 The Consortium does not take responsibility for the storage of personal possessions of a staff member that are not shipped to the duty station. In the event that storage is necessary as a requirement of the shipping process, or because the facilities were not available at the duty station or at the home base at the time of shipment, the Consortium will reimburse such storage costs.

B9.6 Education Grant

B9.6.1 The Consortium provides assistance with the education of dependent, non-French-speaking children of eligible staff. Eligibility of the children (that is, whether the lack of French speaking skills requires this grant) will be determined during the recruitment at the discretion of the Consortium. This assistance is limited to children enrolled in grades kindergarten (from age 3 onwards) through secondary education, and is paid for a maximum period of 10 years per staff member. This assistance is limited to four children.

B9.6.2 The entitlement is on a sliding scale commencing at 75% of the authorized costs of the Ecole Privée Bilingue Internationale in Baillargues (the Baillargues School) (see chart below). Reimbursable costs include admission fees, regular tuition, required books, laboratory fees, examination fees, diploma fees, school-provided local transportation, and all normal non-optional activities.

Year of support to staff member	Level of support (based on Baillargues School costs)
Year 1	75%
2	75%
3	75%
4	75%
5	75%
6	65%
7	55%
8	45%
9	35%
10	25%
11 onwards	Nil

B9.6.3 Staff members may elect to enrol their dependent children in the Baillargues School or an alternative school either in, or outside Montpellier. In the latter case, the maximum entitlement will be limited to the authorized costs of the Baillargues School.

B9.6.4 In the case of children with special educational needs (e.g. if handicapped), additional entitlement may be approved by the CEO.

B9.7 Entitlements when both spouses/recognized partners are staff members

When both spouses or recognized partners are staff members, the education grant will be paid only to one of the two staff members. The staff members concerned will nominate which of them is to receive the allowance.

B9.8 Private Vehicles

B9.8.1 The Consortium provides vehicles for official use only, or reimburses the cost for the use of personal vehicles for official use. For private use and for home-to-office transportation, staff have to make their own arrangements for the purchase, maintenance and operation of personal vehicles.

B9.8.2 Host country agreements normally provide for the duty-free importation of a vehicle for personal use. The Director of Finance and Corporate Services will provide information and assistance in using this entitlement.

B9.9 Entitlements when another organization contributes to relocation costs

When a spouse or recognized partner is employed by another organization that also contributes to relocation and/or child education costs, the staff member is required to disclose this fact and the amount of the other organization's contribution. In these circumstances, the Consortium's contribution to these costs will be based on the net cost to the staff member, i.e. after deducting the contribution from the other organization.

B9.10 End of appointment at Montpellier

The Consortium does not provide any support for staff to relocate away from Montpellier at the conclusion of their appointment.

B9.11 Relocation packages for transferees

B9.11.1 The allowances for staff transferring from Montpellier to a new duty station are essentially the same as for eligible new appointees relocating to Montpellier. The quantum of the education grant will be negotiated on an individual basis.

B9.11.2 Where a staff member transferred to a different duty station from Montpellier completes that transfer in its entirety, and where he/she will return to Montpellier for a further contract, a relocation package to Montpellier may be negotiated on an individual basis.

Part B10 Implementation Guidelines: PERFORMANCE MANAGEMENT

B10.1 Annual performance review

The annual performance review form appears in Appendix 1. It provides four levels of performance rating for the staff member's performance and achievements in the preceding year:

- Exceeding expectations
- Fully meets expectations
- Mostly meets expectations
- Does not meet expectations

B10.2 Managing unsatisfactory performance

B10.2.1 The Consortium will advise any staff member as soon as it becomes apparent that his/her performance is falling short of expectations. The staff member will be advised of the deficiencies in his/her performance, the standards he/she must attain to sustain his/her employment, and a specified period in which to demonstrate satisfactory performance.

B.10.2.2 Subject to 10.3.3 below, if the staff member fails to reach a satisfactory standard within the agreed period, he/she will be placed on a formal performance review program. The outcome of that process will determine whether his/her employment will be continued or terminated B10.1.1 After careful consideration and review of a staff member's unsatisfactory performance, the CEO will give written notification to the staff member of the intention to terminate his/her appointment unless significant improvement can be achieved within a reasonable and stated period of time.

B10.2.3 A second review will be held towards the end of that period. Following this review, the supervisor will then advise the CEO whether the staff member has achieved a satisfactory standard of performance.

B10.2.4 Following this discussion, the CEO will decide whether or not to terminate the staff member. The CEO will advise the staff member in writing of his/her decision.

B10.2.5 In case of termination for unsatisfactory performance, a staff member has the same separation entitlements as for expiration of a fixed-term contract.

B10.3 Managing unsatisfactory performance during a probationary period

B10.3.1 The normal probation period for a new, standard-term staff member is three to six months, depending on the duration of their contract. Consequently the Consortium will ensure that, in cases of unsatisfactory performance or other shortcomings at any time during the probationary period, probationers are given very timely feedback so that measures can be taken to remedy the situation.

B10.3.2 Where performance shortcomings are identified these will be openly and promptly discussed with the probationer. The areas where improvement is expected should be clearly identified, and a written record of discussion agreed.

B10.3.3 Following the establishment of the improvement plan, the supervisor should have regular meetings with the probationer to assess progress.

B10.3.4 At least one week prior to the end of the probationary period, the supervisor will conduct the final formal evaluation, which he/she will share with the probationer. Depending on the outcome of the evaluation the supervisor may:

- (a) Assess that the expected improvement has taken place and recommend confirmation of the appointment
- (b) Conclude that additional time is required to make a final recommendation and recommend an extension of the probationary period.

- (c) Assess that the probationer did not improve the performance to the standard expected, and that the performance gap is such that it will not improve significantly in the future.

In situation (c) above, the supervisor will recommend to the CEO that the appointment should not be confirmed.

N.B. THERE ARE NO IMPLEMENTATION GUIDELINES FOR PART A11.

Part B12 Implementation guidelines: DISCIPLINARY PROCESS

B12.1 General

Disciplinary rules and procedures have been established for fairness and consistency in the treatment of individuals who appear to have contravened the standard of conduct required of Consortium staff. This disciplinary code informs staff of the circumstances that may lead to disciplinary action. It also explains the processes for investigating such cases and the possible consequences of the disciplinary process.

B12.2 Situations that may lead to disciplinary action

Staff will normally be subject to disciplinary measures where the following situations have occurred:

B12.2.1 Misconduct: a staff member is considered to have committed misconduct when he/she has breached the Code of Conduct (refer Section 3)

B12.2.2 Statutory bar: a situation where a staff member, by reason of an official legal constraint, will be unable to perform the duties for which he/she was employed, or which form an integral part of his/her duties.

B12.2.3 Other substantial reason: other substantial reasons may form grounds for disciplinary action. The basis of any disciplinary action brought under this category will be clearly defined.

B12.3 Preliminary investigation

B12.3.1 Where a staff member is suspected of having behaved in a manner that constitutes a breach of discipline, either through misconduct (except in cases of alleged harassment or discrimination), statutory bar or other substantial reason, the supervisor will conduct a preliminary investigation with minimum delay. Depending on the circumstances and the significance of the issue, the preliminary investigation may be required immediately. In the preliminary investigation, the supervisor will ascertain:

- (a) what is alleged to have happened;
- (b) what parties (within and/or external to the Consortium) were involved in the issue;

- (c) what evidence exists about the alleged offence, and
- (d) what the impact of the alleged breach of discipline has been, or is likely to be.

B12.3.2 Where the misconduct matter involves harassment or discrimination, the provisions of Section 16 will be applied in place of the following process.

B12.3.3 Based on the outcome of the preliminary investigation, the supervisor will consult with the CEO to decide whether a sufficient case exists to pursue the issue on a formal basis, or whether the matter should be dropped.

B12.4 Formal inquiry

B12.4.1 If the CEO decides that there are sufficient grounds for pursuing the matter formally, the CEO shall initiate a formal enquiry. The first step in the process for a formal enquiry is to advise the staff member verbally of the details of the suspected offence, and confirm this in writing as soon as possible.

B12.4.2 In addition to providing the staff member with information about the offence to be investigated, the CEO may need to issue appropriate instructions to the staff member. For example, if the matter involved a complaint about assault, intimidation or harassment of another staff member, the staff member under investigation would normally be instructed to refrain from any contact with the other party until the investigation had been completed.

B12.4.3 In some circumstances it may be necessary to suspend the staff member for a limited period, on full pay and benefits, pending the outcome of the formal review. The CEO shall also consider the interests and circumstances of the staff member being investigated, and ensure that the staff member understands his/her right to seek advice.

B12.5 Hearing

B12.5.1 When the CEO confirms the charge in writing, he/she shall advise the staff member of the date and time of a hearing, and of the staff member's right to be accompanied by a fellow employee during the hearing. The CEO will normally appoint a senior manager as Senior Investigator to conduct the hearing. In some circumstances, the Senior Investigator may be from outside the Consortium.

B12.5.2 When the hearing takes place, other than in exceptional circumstances the staff member (and his/her accompanying colleague) may be present throughout the proceedings. The intention is for the staff member to be fully aware of the offence which he/she is alleged to have committed, and to have the opportunity at the appropriate time to respond to evidence taken from other parties. The Senior Investigator shall also advise the staff member of any information about the matter being investigated that may have been acquired from other parties who have not attended the hearing.

B12.5.3 After the Senior Investigator has heard, relayed or personally provided the information relating to the alleged offence, he/she shall give the staff member the opportunity to respond and to consult with his/her accompanying colleague.

B12.6 Establishing the offence and report to CEO

B12.6.1 Within three working days of the end of the hearings, the Senior Investigator will advise the staff member whether or not the offence has been established.

If the offence has been established, the Senior Investigator will submit a confidential report to the CEO, within one week of the end of the hearings. This report should summarize:

- (a) the preliminary inquiry;
- (b) the formal inquiry;
- (c) the hearings, and
- (d) the conclusions and recommendations.

B12.6.2 After review of this report, the CEO will notify the staff member what decision he/she has taken in response to the Senior Investigator's recommendation/s, and what penalty will be applied. The staff member will be reminded of his/her right of appeal against the decision and/or the penalty.

B12.7 Disciplinary penalties and authority to impose penalties

Depending upon the gravity of the offence, the CEO may impose various penalties. These are, in increasing order of severity:

- (a) a verbal warning
- (b) a written warning
- (c) suspension
- (d) termination
- (e) summary dismissal

B12.8 Verbal warning

A verbal warning, with a note to the staff member's file, is the minimum disciplinary penalty. A verbal warning stays on file for the duration of the staff member's current contract.

B12.9 Written warning

A written warning consists of a formal letter containing a brief description of the offence, the date from which the written warning is effective, and the likely consequences of a further breach of discipline. A written warning stays on file for a period of five years.

B12.10 Suspension

B12.10.1 A staff member who is suspended from duty shall immediately leave the place of work until further notice from management. Suspension applies in cases where time is needed for investigation of a possible offence, or for the resolution of a serious conflict.

B12.10.2 Suspension is normally with pay and all other benefits, and should not exceed a period of three months.

B12.10.3 The CEO may authorize suspension without pay or reduced pay. If, after the investigations have been completed, the staff member is found to be innocent of a suspected offence, all withheld pay is reimbursed.

B12.11 Termination

B12.11.1 A staff member's appointment will be terminated in the following cases:

- (a) where the staff member has received a written warning in relation to an earlier offence(s), and where he/she commits a further offence within the effective dates of a written warning;
- (b) where a staff member has committed a serious misconduct, and the CEO considers that termination is warranted. The misconduct will need to be established as described under 113.3 (disciplinary process);
- (c) statutory bar;
- (d) when the staff member is deemed to have abandoned his/her post.

B12.11.2 As explained in Section 17.7, the CEO determines the conditions and entitlements for termination for disciplinary reasons on an individual basis.

B12.12 Summary dismissal

A person who has been summarily dismissed must leave the Consortium Office immediately on receiving advice of this penalty. Summary dismissal is mandatory for the following acts of misconduct:

- (a) assault or intimidation of other staff members;
- (b) serious cases of harassment or discrimination;
- (c) theft, sabotage or wilful damage to Consortium property;
- (d) fraud or dishonesty involving the Consortium, or which brings the Consortium into disrepute;
- (e) giving false information in respect of educational qualifications or experience to obtain employment.

B12.13 Appeals

A staff member who has been penalized by the CEO may appeal to the Board Chair for a review of the CEO's decision (see Section 13).

Part B13 Implementation guidelines: APPEALS

B13.1 Appeal process

B13.1.1 A staff member who has been subject to disciplinary action may lodge a formal appeal against that disciplinary action. The appeal may be based on the following:

- (a) the procedural correctness of the disciplinary process
- (b) lack of evidence
- (c) a claim that the penalty is unjust or unreasonable, because of a disproportionate punishment in relation to the offence
- (d) a claim that the penalty is unwarranted, because the offence did not take place.

B13.1.2 Since disciplinary action and outcomes are decided by the CEO, the staff member must lodge his/her appeal with the Chair of the Consortium Board.

B13.2 Board Chair action

B13.2.1 The Board Chair will reply to the staff member within one month of receiving the appeal. The Board Chair's response will either confirm the CEO's decision, or will advise that an investigation will be undertaken as soon as possible.

B13.2.2 Where the Board Chair decides to initiate further investigation, the form of the investigation process will depend on the nature of the appeal. The appellant will be advised of the investigation process and its form. Appeal investigations will enable the appellant to put his/her case, and to be accompanied by a fellow employee when presenting his/her case.

B13.3.3 The Board Chair will reply to the staff member within two weeks of receiving the investigation report, and will advise the staff member of his/her final decision on the appeal.

B13.3 Report to Board

The Board Chair shall report to the full Board regarding any appeals submitted to him/her.

Part B14 Implementation guidelines: GRIEVANCES

B14.1 Informal resolution

B14.1.1 Where possible, the aggrieved staff member should discuss the issue/s with his/her supervisor or Unit Head. The staff member should be given a fair hearing by his/her supervisor or manager concerning the grievance that he/she wishes to raise.

B14.1.2 Where this discussion does not resolve the issue/s to the staff member's satisfaction, and where it is so significant to the staff member that he/she wishes to have the matter reconsidered at a higher level, the staff member can lodge a formal grievance with the CEO.

B14.1.3 In most cases, it is expected that staff members and their supervisors will be able to resolve difficulties, with the assistance of HR where appropriate, without elevating the issue to a formal grievance. If the matter proceeds to a formal grievance, the Grievance Committee will seek evidence that attempts at conciliation have been made.

B14.2 Formal grievance process

B14.2.1 A staff member who wishes to lodge a grievance must present a written statement of the grounds of grievance to the CEO. This should be done within 10 working days of the action that has led to the grievance, or within 10 days of being advised that attempts to resolve the grievance informally have failed.

B14.2.2 The CEO shall decide if the grievance is reasonable, and if sufficient steps have been taken to try and resolve the issue through other means. After review of these elements, and taking into account the complexity and seriousness of the grievance, the CEO will decide whether or not to convene a Grievance Committee to investigate the matter.

B14.2.3 Grievance Committees are appointed on an ad-hoc basis. Each Committee shall comprise:

- (a) one staff member appointed by the CEO, who will chair the proceedings
- (b) one staff member, selected by the Staff Committee
- (c) another staff member, appointed by consensus of the two above.

Any person who has been directly involved in the matter leading to the grievance, e.g. the relevant supervisor, is excluded from serving on the Grievance Committee.

B14.3 Grievance investigation

B14.3.1 Typically, the function of a Grievance Committee is to:

- (a) review the case,
- (b) conduct whatever additional hearings it believes required,
- (c) seek outside advice if appropriate,
- (d) interview all parties, and
- (e) take whatever other action it deems necessary to present a report and recommendation to the CEO.

B14.3.2 The Grievance Committee may summon any person or examine any evidence that it deems pertinent to the case under discussion.

B14.3.3 At all hearings and meetings between the aggrieved staff member and the Grievance Committee, the staff member may be accompanied by a fellow employee when presenting his/her case.

B14.3.4 The staff member has the right to present either or both a written or verbal presentation of his/her case to the Grievance Committee.

B14.3.5 Within 20 working days of the convening of a Grievance Committee, the Committee will submit its written report to the CEO. The report will be prepared by the chair of the Committee, and will include:

- (a) a summary of the background to the grievance

- (b) a report of the proceedings of the Committee
- (c) any documents submitted to the Committee by the aggrieved staff member, and
- (d) the Committee's recommendation about the resolution of the grievance.

B14.3.6 The report must represent the majority view of the Grievance Committee. Where there is a dissenting view, the reasons for that view will also be included in the report.

B14.4 CEO's decision on a grievance

B14.4.1 The CEO will consider the report and may question any of the Committee members or the aggrieved staff member, for clarification, before making a final decision.

B14.4.2 Within 10 working days after the submission of the Grievance Committee's report, the CEO will take a decision, which will be communicated to the aggrieved staff member in writing. A copy of the CEO's letter to the aggrieved staff member will be sent to each member of the Grievance Committee, to the Director of Finance & Corporate Services, and to the relevant supervisor.

B14.4.3 The CEO's decision is final in all grievances.

Part B15 Implementation guidelines: REPORTING CONCERNS THROUGH THE WHISTLE-BLOWER POLICY

B15.1 Reporting channels

The following channels are available to staff members for reporting their concerns:

- Their immediate supervisor
- Any other member of the Leadership Team
- The CEO
- The Chair of the Board
- The Director of the CGIAR Internal Audit Unit

B15.2 Internal reporting channels

B15.2.1 Concerned staff members are encouraged to convey their concerns in writing to their immediate supervisor in the first instance. If they are not comfortable doing so, or if the concern relates to their supervisor, or if the supervisor has not acted on similar earlier complaints, concerned staff members may convey their concerns directly to the CEO.

B15.2.2 Following consultation with the whistle-blower, the CEO may decide to appoint an appropriate staff member to investigate the matter reported.

B15.2.3 The recipient will act immediately on any disclosure made under this policy. Once the disclosure is received, an initial assessment will be made to determine what action should be taken. If the concern is considered to fall more properly within a different type of complaints procedure, such as a grievance or appeal, or harassment/discrimination process, the staff

member will be informed accordingly and provided with advice on how to proceed under this alternate procedure. Otherwise, the CEO or his/her designate will undertake an initial enquiry to decide whether a formal investigation is appropriate and, if so, what form it should take.

B15.2.4 If urgent action is required, this action will be taken before any investigation is conducted.

B15.2.5 After completion of the investigation the recipient of the disclosure will prepare a report which determines the existence or otherwise of misconduct, and which provides a recommendation for decision by the CEO on what action is appropriate, for example imposition of disciplinary action ranging from written censure up to summary dismissal.

B15.2.6 The CEO will report all cases of whistle blowing to the Board Chair.

B15.3 External reporting channels

The concerned staff member may make a written submission to the Board Chair, if he/she:

- (a) has grounds to believe that he/she will be subjected to retaliation by the persons he/she should report to under the established internal mechanism; or
- (b) considers it likely that evidence relating to the misconduct will be concealed or destroyed if it is reported under the internal mechanism; or
- (c) 101.1.1.1. has previously reported the same information through the established internal mechanism and believes the Consortium failed to take appropriate action within a reasonable period of time

B15.3.1 Reporting concerns to the Board Chair

B15.3.1.1 The Board Chair will decide whether an investigation should be carried out and what form this should take. The Board Chair may also recommend to the whistle-blower that the case instead be reported using the established internal mechanism if, in his/her opinion, it does not meet the criteria required to utilize the established external mechanism. The Board Chair shall report to the full Board regarding any whistle-blower report submitted to him/her.

B15.3.1.2 On the basis of the outcome of the investigation conducted, the Board Chair will request the CEO to decide on what action is appropriate, for example disciplinary action against the wrongdoer/s involved, and ensure that the necessary steps to implement his/her decision are taken. If the case involves wrongdoing by the CEO, the Board Chair will decide what action to take.

B15.3.2 Reporting concerns to the Director of CGIAR Internal Audit Unit

B15.3.2.1 The concerned staff member may instead convey his/her concerns to the Director of the CGIAR Internal Audit Unit (IAU) if:

- (a) he/she is not comfortable reporting the concern to the Board Chair
- (b) the concern relates to the Board Chair personally, or
- (c) the Board Chair has not acted on similar earlier complaints

B15.3.2.2 The IAU Director will decide whether an investigation should be carried out and what form this should take. The IAU Director may also recommend to the whistle-blower that

the case instead be reported using the established internal mechanism if, in his/her opinion, it does not meet the criteria required to utilize the established external mechanism. Except in those cases where the report refers to the Board Chair, the IAU Director shall report to the Board Chair regarding any whistle-blower report submitted to him/her, and seek his/her concurrence to the Director's recommendations for investigation.

B15.4 Anonymous complaints

It is recommended that the concerned staff member identify himself/herself when reporting under the above confidential options because this facilitates the investigation of the matter being raised. However, he/she may also choose to remain anonymous.

B15.5 Feedback to the whistle-blower

The Consortium acknowledges the right of the whistle-blower to receive confirmation that the matter has been properly addressed. Therefore, he/she will be given as much feedback as is appropriate under the circumstances, and subject to legal constraints, will be informed of the final outcome of the process.

B15.6 Protection against retaliation

B15.6.1 In making their reports in good faith, concerned staff members are discharging their duty to protect and serve the Consortium. The Consortium will therefore respect and protect the confidentiality of the identity of staff members who make such reports, and will ensure that there is no retaliation against them. Breaches in this regard will be treated as serious violations and will be subject to disciplinary provisions.

B15.6.2 If a situation arises where the matter cannot be resolved without revealing the whistle-blower's identity, the CEO/Board Chair will first discuss with him/her whether, and how best, to proceed.

B15.7 Actions not protected under the policy

If a whistle-blower has any personal interest in the matter he/she must make this clear at the time the alleged misconduct is reported. The act of whistle-blowing will not shield whistle-blowers from the reasonable consequences flowing from any involvement in misconduct. A staff member's liability for his/her own conduct is not affected by his/her disclosure of that conduct. However, in some circumstances, an admission may be a mitigating factor when considering disciplinary or other action.

B15.8 Implementation of this policy

The CEO will put in place and communicate other appropriate procedures which will ensure the proper implementation of this policy.

Part B16 Implementation Guidelines: MANAGING HARASSMENT, DISCRIMINATION & ABUSE OF POWER

B16.1 Forms of harassment

Harassment may fall into two categories: general harassment, and sexual harassment.

B16.2 Recognizing General Harassment

B16.2.1 General harassment is any unwelcome verbal or physical behaviour that unreasonably interferes with work or creates an intimidating, hostile or offensive work environment.

B16.2.3 General harassment can take many forms. It can:

- (a) include oral or written comments, gestures or physical actions which demean, belittle or cause public humiliation or embarrassment;
- (b) be initiated by a peer, supervisor, subordinate or someone outside the organization;
- (c) be directed at one person or a group of people;
- (d) be linked to bias, when a group of people who share a characteristic (gender, race, ethnicity, nationality, etc.,) receive negative attention;
- (e) occur at work or at job-related social functions.

B16.2.4 General harassment can consist of a single incident or repeated incidents. A single incident can be considered harassment if it is so severe that it has a negative impact on the individual or the work environment. Mildly offensive comments and behavior can rise to the level of harassment if they are repeated. Often general harassment starts out subtly and escalates if the behavior is not stopped.

B16.2.5 Examples of behaviours that constitute general harassment include:

- (a) public or private tirades by a supervisor, subordinate or peer;
- (b) threatening or insulting oral or written comments;
- (c) epithets, slurs or negative stereotyping directed at an individual or group, either directly or indirectly;
- (d) malicious and false complaints of misconduct against other staff (innuendos, gossip and defamation can turn into harassment if not stopped);
- (e) deliberate desecration of religious, racial, ethnic or national symbols;
- (f) severe or repeated insults relating to personal or professional competence.

B16.3 Recognizing Sexual Harassment

B16.3.1 Sexual harassment is any unwelcome sexual advance, request for sexual favor or other verbal, non-verbal or physical conduct of a sexual nature which:

- (a) unreasonably interferes with work;
- (b) is made a condition of employment; or
- (c) creates an intimidating, hostile or offensive work environment.

B16.3.2 Sexual harassment generally falls into two main categories.

- (a) Quid pro quo – submission to sexual advances or requests for sexual favours is made a condition of employment; or submission to or rejection of such conduct is explicitly or implicitly used as a basis for employment decisions.

- (b) Hostile work environment – sexual conduct interferes with a staff member's work or is so serious or pervasive that it creates an intimidating, hostile or offensive work environment.

B16.3.3 Conduct of a sexual nature may be:

- (a) physical – unwanted contact, ranging from touching, patting, pinching, kissing or brushing against another person's body to assault or coerced sexual intercourse;
- (b) verbal – including unwelcome sexual advances, offensive flirtations, suggestive remarks, innuendos or lewd comments; unwelcome propositions or pressure for sexual activity; continued suggestions for social activity outside the workplace after it has been made clear that such activity is unwelcome; jokes of a sexual nature;
- (c) non-verbal – display of pornographic or suggestive pictures, screen savers, objects or written materials; leering or making sexually suggestive gestures; it also includes all the examples mentioned above if delivered via e-mail or in writing rather than in person.

B16.3.4 Although in many cases a man is the harasser and a woman the harassed, sexual harassment can also involve a woman harassing a man or individuals of the same sex.

B16.4 Recognizing discrimination

B16.4.1 Discrimination is the unjustifiable differentiation between individuals or groups within staff. Discrimination can be based on one or more characteristics which include – but are not limited to – race, caste, color, culture, ethnic background, religion, age, gender, disability, marital status, political views or sexual orientation.

B16.4.2 Discrimination can include:

- (a) harassment in the form of epithets, slurs, cultural or ethnic jokes, negative stereotyping or stigmatization, innuendos, threats and intimidation;
- (b) denial of equal access to employment or career-development opportunities for reasons other than merit or performance;
- (c) decisions made on the basis other than merit* that affect the career of a staff member, such as salary and grade setting, assignments or re-assignments, performance evaluations, merit increases, promotions, rewards or recognition.

** Note: in this context, "merit" means the assessment of the staff member on the basis of the full set of competencies – knowledge, personal qualities and skills – required at staff member's current grade as well as any prospective grade.*

B16.4.3 These behaviours constitute discrimination whether they are expressed overtly or covertly toward an individual or group, or are contained in materials that are circulated or displayed in the workplace.

B16.5 Recognizing abuse of power

B16.5.1 Abuse of power is the misuse of authority in the course of performing work.

B16.5.2 Abuse of power most often occurs in the context of supervisor-subordinate relationships. However the abusive party can be a direct supervisor, a colleague of equal rank, a subordinate or someone outside of the reporting relationship.

B16.5.3 Abuse of power often takes the form of harassment, expressed in:

- (a) speech – such as insults about intelligence;
- (b) tone – ranging from raised voice to offensive language such as cursing
- (c) isolation – completely ignoring staff;
- (d) threats – referring to future employment conditions, such as performance appraisals, confirmations of appointment, salary increases or promotions.

B16.5.4 Abuse of power might also include:

- (a) requests to carry out personal errands;
- (b) requests to perform duties of a personal nature inside or outside the work environment;
- (c) actions that interfere with the ability of a colleague to work effectively, such as impeding access to information or resources;
- (d) explicit or implicit pressure on staff to distort facts in favor of a particular agenda.

B16.5.6 Examples of abuse of power include:

- (a) physical attacks
- (b) persecution through threats and instilling fear
- (c) repeated shouting or swearing at staff both in public and in private
- (d) spontaneous rages, often over trivial matters
- (e) public humiliation, personal insults and name-calling
- (f) spreading malicious rumors which are unfounded
- (g) freezing out, ignoring or excluding
- (h) deliberately talking to a third party to isolate another
- (i) constantly undervaluing effort
- (j) dispensing punishment out of the blue.

B16.6 Dealing with harassment – action by the staff member affected

Staff members should take assertive action if they feel they are being subjected to harassment, intimidation or discrimination. They should act regardless of who the alleged offender is, by making the offender aware that his/her conduct is unwelcome. The offender may be unaware that his/her behavior is causing offence.

B16.7 Investigating complaints

B16.7.1 The following guidelines apply if a harassment/discrimination matter cannot satisfactorily be resolved informally, or is a case of serious harassment or discrimination.

Formal complaint

B16.7.2 The complainant should present her/his complaint in writing as soon as possible after the incident (or incidents) that led to the complaint.

B16.7.3 The written complaint should be addressed to the Director of Finance & Corporate Services. Complaints of sexual harassment should also be copied to the CEO.

B16.7.4 If the alleged offender is a Director (or equivalent) or more senior staff member, the written complaint should be copied to the Board Chair.

B16.7.5 Complainants should not use e-mail or fax for presenting complaints. In exceptional circumstances, where e-mail or fax is the only realistic avenue of lodging the complaint, it should be addressed to the CEO alone and not copied to anyone else.

B16.7.6 The written complaint should:

- (a) identify the alleged offender;
- (b) describe the specific offensive act or acts;
- (c) describe the time, circumstances, manner and location of the incident (or incidents);
- (d) identify any witnesses or persons to whom the incident was mentioned
- (e) provide any other information relevant to the case such as whether, and under what circumstances, the complainant made it clear to the alleged offender that the offensive behavior was unwelcome

B16.7.7 The complaint must be signed and dated by the complainant.

B16.7.8 The forgoing process also applies to staff employed by other organizations who have been seconded to the Consortium (or similar arrangements) such as interns and students. However, the procedure for subsequent investigation of the complaint will be determined by the Director of Finance and Corporate Services, in consultation with the CEO

Preliminary action

B16.7.9 When a complaint is received, the Director of Finance and Corporate Services will

- (a) immediately acknowledge receipt and advise the complainant that the investigation process has been activated, and
- (b) forward the complaint to the CEO (or, in her/his absence, her/his deputy) together with a list of possible members of an Investigating Panel
- (c) provide counsel to the alleged victim, as needed, including information about steps that will be taken and protection of confidentiality

Investigating Panel

B16.7.10 The CEO will then appoint an Investigating Panel. The Panel will comprise a minimum of four members representing all staff levels and staff diversity, plus the Director of

Finance and Corporate Services. Panel members will be selected for their proven integrity and impartiality. The CEO will designate one of the Panel members as Chairperson.

B16.7.11 The Chairperson (aided as necessary by the Director of Finance and Corporate Services) will then:

- (a) advise the complainant in writing that the Investigating Panel has been formed and who its members will be, and outline the steps of the investigating process;
- (b) advise the alleged offender in writing of the complaint and include a copy of the complaint, advise that the Investigating Panel has been formed, who its members will be, and outline the steps of the investigating process;
- (c) give the alleged offender the opportunity to respond in writing to the allegations within a specific time.

B16.7.12 The Chairperson's written advice to the complainant and alleged offender/s will specifically caution all parties:

- (a) to keep all information confidential to the formal investigation process;
- (b) to avoid any behavior that may appear to be coercion of, or retribution against, any party to the investigation, including witnesses;
- (c) that the consequence of ignoring this caution will automatically lead to disciplinary action against the offender/s; and, in this regard,
- (d) the staff member/s will be held accountable for any coercion or retribution by third parties (e.g. friends, associates, family members, etc.)

B16.7.13 The Director of Finance and Corporate services will make all logistical arrangements for the Investigating Panel on behalf of the Chairperson. The Director of Finance and Corporate Services will also make herself/himself available to both complainant and alleged offender (separately) to provide expert and unbiased advice about the general investigation process and preparations for appearing before the Panel.

Colleague-advisors

B16.7.14 The complainant and the alleged offender may feel considerable stress at the prospect of appearing before a formal investigation panel. In recognition of this stress, both parties have the option to be accompanied by a colleague-advisor to assist in their presentation/defence of the complaint. The colleague-advisor shall be an employee of the Consortium or one of its members.

Location of hearings

B16.7.15 The location of the Investigating Panel hearings will be at the discretion of the Chairperson, but must optimize access to witnesses (both anticipated and unforeseen witnesses).

Investigation Hearing

B16.7.16 The Investigating Panel will conduct an investigation according to the following principles:

- (a) neutrality – favoring neither party to the complaint until the Panel has collected and analyzed all relevant information;
- (b) strict confidentiality – keeping all information acquired during the investigation entirely within the Panel, neither discussing nor disclosing any aspect to people outside the Panel (with the exception of the CEO);
- (c) fairness –investigating all aspects of both the complaint and the response/defense to the same degree of detail; and
- (d) professionalism –conducting the proceedings to appropriate professional standards of investigation.

B16.7.17 The Panel will consider all information including the written complaint, the response from the alleged offender and statements from witnesses or other relevant sources. The Panel will interview the complainant, the alleged offender and any witnesses. At the commencement of each interview, the Panel will remind each interviewee of her/his obligation to keep evidence confidential.

B16.7.18 The Panel will assess the reliability of the source or sources of information, the evidence submitted and the existence of any previous complaints against the same offender that may indicate a pattern of behavior. The Panel will then decide:

- (a) whether the complaint has been justified; if so,
- (b) the impact of the offensive behavior on the complainant; and
- (c) whether there appear to be any mitigating circumstances.

B16.7.19 Based on the above issues, the Panel will decide on an appropriate recommendation to the CEO for action. If the Panel recommends disciplinary action against the offender, it shall recommend the specific level of action within the range of options specified in the Consortium's disciplinary provisions (i.e. verbal or written reprimand, suspension, or dismissal.)

B16.7.20 As part of its investigation, the Panel also will explore whether the offense was in any way due to failure of the relevant line manager/s to act decisively as soon as a problem was known or suspected. If the Panel discovers this was a factor, it shall provide relevant details in its report.

B16.7.21 The Panel will submit a written report and recommendations to the CEO no later than eight weeks after the presentation of the complaint.

Investigating Panel Report

B16.7.22 The Investigating Panel report shall include:

- (a) the names of the parties to the complaint;

- (b) details of the complaint;
- (c) the alleged offender's preliminary response (if any) to the allegations;
- (d) the names of people interviewed, details of each interview, the evidence acquired, and the Panel's assessment of the quality of that evidence (particularly whether it was fact, rumour or opinion);
- (e) the Panel's conclusion as to whether the allegation/s were justified (and whether this conclusion was unanimous);
- (f) where the Panel concluded the allegation/s had been justified, the impact of the offensive behaviour on the complainant and whether there appeared to be any mitigating circumstances;
- (g) where the Panel concluded the allegation/s had been justified, the Panel's recommendation about appropriate action against the offender; and
- (h) any other recommendations that might relate to the complainant's workplace, (re)education of the workforce on harassment/discrimination issues, or other organizational learning needs that flowed from the investigation.

B16.7.23 As part of its report, the Panel shall summarize the methods used to investigate the complaint and include, in an appendix, all interview notes taken during the investigation. All proceedings will be recorded and the records will be the property of the Consortium. The privacy of all those involved will be respected.

Decision on the complaint

(A) Misconduct established

B16.7.24 If the facts indicate that misconduct has occurred, the CEO will advise the offender, and provide the offender with a copy of the Panel's report and recommendation. In order to protect confidentiality, the offender's copy of the Panel's report will be edited to eliminate the names of witnesses. The CEO will also advise the offender of the proposed disciplinary action. The CEO will provide this advice within 15 working days of her/his receipt of the Panel's report. The offender will be given five working days to submit a written response.

B16.7.25 The CEO (or her/his delegate) will then interview the offender and explain what disciplinary measures she/he has decided in light of the complaint, the Investigating Committee's report, and the offender's written response. Any of the following measures may be taken, depending on the severity of the offense, consistent with the Consortium's disciplinary provisions:

- (a) verbal reprimand accompanied by counseling, so that the offender may improve her/his behavior;
- (b) written reprimand and warning, with a copy for the offender's personal file;
- (c) suspension
- (d) termination of employment
- (e) summary dismissal.

Summary dismissal is the penalty for assault or intimidation of other staff members, and for serious cases of harassment or discrimination.

B16.7.26 A staff member who has been penalized by the CEO may appeal to the Board Chair for a review of the CEO's decision (see Section 13).

(B) Complaint not upheld

B16.7.27 The CEO may decide to close the case if the facts established by the investigation do not indicate that misconduct has occurred. In this event, the CEO will advise the complainant and the alleged offender in writing of the decision and will include a copy of the Panel's report. In order to protect confidentiality, these copies of the Panel's report will be edited to eliminate the names of witnesses. The CEO will provide this advice within 15 working days of her/his receipt of the Panel's report.

Part B17 Implementation Guidelines: SEPARATION

B17.1 Expiration of fixed-term contract

B17.1.1 Upon completion of a fixed-term appointment in good standing, a staff member is entitled to the following payments if his/her contract is not renewed:

- (a) payment of base salary to the last day of appointment;
- (b) payment of earned but unused vacation leave;
- (c) continuation of Group Insurance Plans for 25 days, as stipulated in the Plan documents;
- (d) payment of retirement plan contributions on final salary and on earned but unused vacation leave.

B17.1.2 Staff must personally arrange with the retirement plan carrier for the disposition of their retirement plan contributions and accruals.

B17.2 Resignation

B17.2.1 Staff are required to give at least one-month notice of their intention to leave the Consortium's employ; senior managers should aim to give at least three months' notice.

B17.2.2 A staff member who resigns, and who provides the appropriate period of notice (see paragraph above) has the same separation entitlement as provided under paragraph B17.1.1 above.

B17.2.3 Where a staff member resigns without giving the requisite months of notice, payment for all entitlements will be at the discretion of the CEO. The CEO will take the decision taking into account the specific circumstances of each case.

B17.3 Retirement.

Retirement will be in accordance with the provisions of the Consortium's Retirement Plan or the Consortium's service provider.

B17.4 Termination

Termination is defined as the separation of a staff member which is initiated by the Consortium. The Consortium has the right to terminate the contract of a staff member for reasons such as:

- (a) for unsatisfactory performance
- (b) as a result of a long-term disability
- (c) as a result of disciplinary action
- (d) redundancy.

B17.5 Termination for unsatisfactory performance.

B17.5.1 The CEO may terminate the contract of a staff member if his/her performance, assessed in accordance with the process explained in Section 10, is not satisfactory.

B17.5.2 Where a staff member's appointment has been terminated for unsatisfactory performance, he/she has the same separation entitlements as in paragraph B17.1.1 above (expiration of fixed-term contract). This entitlement applies to staff who are terminated during or at the end of their probationary period, and also to staff whose appointment was confirmed at the conclusion of their probationary period.

B17.6 Termination as a result of long-term disability

B17.6.1 During the course of an appointment, a staff member may become unable to carry out his/her assigned duties and responsibilities because of a serious physical or medical disability.

B17.6.2 In such circumstances the CEO, on professional medical advice, will place the staff member on Medical Leave. This medical leave may be supplemented as necessary by the use of Vacation Leave credits and short-term disability payments by the Consortium for a period of six months. The staff member's responsibility will then be transferred to the Long Term Disability Insurance Plan.

B17.6.3 When a staff member is transferred to the Long Term Disability Insurance Plan, his/her appointment will be terminated and the Consortium will provide the arrangements and entitlements under paragraph B17.1.1 (expiration of fixed-term contract).

B17.6.4 The CEO, on professional medical advice, will transfer an eligible staff member and dependents to their home city prior to their termination of appointment.

B17.7 Termination as a result of disciplinary action

B17.7.1 A staff member's appointment may be terminated as a result of a disciplinary penalty imposed under the procedure describe in Section 12.

B17.7.2 Where termination has occurred as a result of disciplinary action, the CEO will determine the termination conditions and entitlements taking into account the specific

circumstances of each case. Section 13 of this Manual describes appeals mechanisms available to staff who are to be terminated as a result of disciplinary action.

B17.8 Termination because of Redundancy

B17.8.1 A position is defined as redundant when it is considered in excess of requirements, for example:

- (a) as a result of changed operational needs, or
- (b) because the nature of the duties and requirements of the post have changed to an extent to which that the post in question is abolished, and another post needs to be established with different duties and requirements.

B17.8.2 The Consortium may terminate the contract of a staff member whose post is made redundant, and for whom no alternative suitable placement can be found.

B17.8.3 If the employment of a regular staff member is terminated by the Consortium on the grounds of redundancy, he/she will be eligible for:

- (a) the separation payments under paragraph B17.1.1 (expiration of fixed-term contract), and
- (b) a redundancy indemnity equal to the base salary for six months or to the end of the appointment, whichever is less.

B17.8.4 Should an alternative placement for the staff member be found between the time he or she is formally notified of the redundancy and the last day of employment, he/she will no longer be eligible for:

- (a) separation payments under paragraph B17.1.1 (expiration of fixed-term contract) until his/her revised appointment concludes, nor
- (b) any redundancy indemnity.

B17.8.5 If during the same time the staff member finds employment outside of the Consortium and resigns, he or she will remain entitled to such payments upon separation.

B17.9 Death

If a staff member dies during his/her appointment, his/her designated beneficiaries will receive all the entitlements as defined in paragraph B17.1.1 (expiration of fixed-term contract) calculated to the last day of the month in which death occurred. The CEO will determine the Consortium's response to the family and provide any further assistance to help alleviate the difficulties they may experience in coping with the situation.

Appendix 1

Work Plan for the Year

Name:

Position:

Direct Supervisor:

Date:

Goals/Responsibilities/Activities	Notes/Comments
Goal 1:	Comments from Supervisor
Goal 2:	Comments from Supervisor
Goal 3:	Comments from Supervisor
Goal 4:	Comments from Supervisor
Goal 5:	Comments from Supervisor

Growth and Development Plan

This is an opportunity to describe noteworthy accomplishments you feel proud of and what could have gone better. Describe two or three of your achievements and areas of improvement and one or two growth / development opportunities. Provide this to your supervisor for discussion and review.

Key achievements	
Areas of improvement	
Professional development plan <i>(ex.: training you would like to follow)</i>	
What can the supervisor do to support this?	



Performance Goals & Expectations (for next review period)

Identify five to seven goals to be accomplished during the next review period by thinking of the major activities related to your job. Keep in mind that during the review period, goals and evaluation criteria may be revised, added, or deleted in order to best meet changing organizational needs.

SMART Goal (Specific, Measurable, Attainable, Realistic, Timely)	Milestones/indicators (how we know it was achieved)

Rating for the Year

- Exceeding expectations
- Fully meets expectations
- Mostly meets expectations
- Does not meet expectations

Comments from Supervisor

Comments from Staff member

Date of meeting/review:

.....

Supervisor's Signature

.....

Staff Member's Signature