CGIAR CONSORTIUM
PERSONNEL POLICY MANUAL

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SECTION 1: INTRODUCTION

1.1 The Consortium

1.1.1. The Consortium of International Agricultural Research Centers, which operates under the name CGIAR Consortium (the "Consortium" for short) is an international organization that, together with the CGIAR Fund, advances international agricultural research for a food secure future. The Consortium integrates and coordinates the efforts of those who fund research and those who carry out the research.

1.1.2 The CGIAR Consortium has three components:

- The Consortium Board (the "Board" for short)
- The Consortium Office, and
- Its members "CGIAR Consortium Members" or "Centers".

1.1.3 The Consortium is part of the CGIAR, which is a global research partnership for a food secure future. The CGIAR also includes the CGIAR Consortium members, donors and partner organizations who all contribute to implement the CGIAR's Strategy and Results Framework.

1.2 The Consortium's commitment to staff

1.2.1 The Consortium is funded to hire staff, consultants and other resources to carry out the work it is mandated to do. Staff are the Consortium's most important asset. The Consortium devotes considerable resources towards ensuring their well-being and the establishment of a productive environment. The Consortium aims to employ the most competent, experienced, innovative and energetic talent that can be found.

1.2.2 The Consortium strives to attract, retain and develop staff of the highest quality, encourages professional and personal growth, provides a safe and well-equipped work environment, and provides opportunity for staff participation in matters that affect them and their work.

1.2.3 The Consortium acknowledges and respects diversity in terms of gender, race, religion or belief, nationality, ethnic or social origin, age, sexual orientation, marital status, or other aspects of personal status to build greater diversity and to fully leverage that diversity for global impact. The Consortium provides an inclusive work environment that endows all its staff members with opportunity, dignity and well-being, empowering both women and men to fully contribute to fulfilling the mission.

1.2.4 In order to attract staff of the highest quality, to retain them, and to further develop their talent, the Consortium strives to establish conditions of employment that are fully competitive within the relevant labour markets. The Consortium aims to provide a working environment that is intellectually stimulating and professionally challenging.

1.3 The Consortium's legal status

1.3.1 The Consortium's legal status is regulated by its Establishment Agreement and a separate Headquarters Agreement between the Consortium and the Government of France.

1.3.2 The Establishment Agreement and its Constitution recognize the CGIAR Consortium as an independent international organization with full legal personality. The Establishment Agreement is open for accession by any state. As of December 2014, a total of eight countries have signed the Establishment Agreement.

1.3.3 The Headquarters Agreement regulates the Consortium's modes of operation in France and grants the Consortium (including certain of its staff) privileges and immunities in France for the exercise of its functions and the fulfillment of its purpose.

1.3.4 The Consortium's headquarters are located in Montpellier, France.

1.4 Administration of this Manual

1.4.1 Two-tiered Manual

This Personnel Policy Manual ("Manual") sets out the conditions of service and basic rights, duties and obligations of staff members of the Consortium.

This Manual is presented in two tiers. The top tier, Part A, comprises the core policies of the Consortium and defines the main rights and obligations of staff. The contents of Part A are subject to Board approval and may be amended with Board approval from time to time. Part A is supported by implementation guidelines in Part B. 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.

1.4.2 Additional procedures

The CEO may issue additional procedures consistent with the Manual which will be communicated to staff through Administrative Circulars.

1.4.3 Interpretation and execution

The CEO is authorized by the Board to interpret and execute the Manual. When the interests of the Consortium so require, the CEO may make individual exceptions to the provisions of the Manual. Major exceptions will be reported to the Board Chair.

1.4.4 Delegation

The CEO may issue instructions delegating authority given in this manual, unless expressly stated otherwise. These delegations should be reviewed within five years of the original or reconfirmation decision.

1.4.5 Maintenance of this Manual

The CEO is responsible for the maintenance and administration of this Manual. As the need arises, the CEO makes recommendations for revisions to Part A to the Board and will report approved changes to staff.

The Manual as a whole will be formally reviewed when the need arises. The CEO will consult with the Staff Committee on proposed changes and give due consideration to their comments and advice. The CEO will report the outcome of the review and consultations, and recommend any consequential changes to Part A to the Board. The Manual will be updated and reissued when necessary.

1.5 Application to staff

1.5.1 The Manual applies to Consortium staff, regardless of their location. For clarity, this Manual does not apply to staff employed by CGIAR Consortium members.

1.5.2 The Consortium makes a distinction between staff and consultants (see Section 2). Staff members are subject to the contents of this Manual. Consultants are subject to the provisions of this Manual that have been specified in their contract for service.

1.5.3 The Consortium does not distinguish between staff on the basis of the origin of their recruitment, except to provide a relocation package where appropriate.

1.6 Staff Committee

1.6.1 The Consortium encourages consultations between staff and management. To facilitate the exchange of ideas and concerns among staff and between staff and management, the Consortium has facilitated the formation and operation of a Staff Committee which is representative of staff as a whole and which has as its objectives the well-being of all staff. The Consortium will provide facilities and time, as appropriate, during working hours for the operation of the Staff Committee.

The Staff Committee represents the interests of staff, facilitates deliberation with management, and assures continuous contact between management and staff. It contributes to the smooth running of the Consortium Office by providing a channel for the expression of opinion by the staff on people management practices and policies within the Consortium Office.

The Staff Committee operates according to Terms of Reference agreed with the CEO.

SECTION 2: DEFINITIONS

Throughout this document, the following definitions apply:

2.1 CEO: the Chief Executive Officer of the Consortium, and member of the Consortium Board.

2.2 Consortium: Consortium of International Agricultural Research Centers operating under the name CGIAR Consortium.

2.3 Consortium Board: the Board of Directors of the Consortium**.**

2.4 Consultants: individuals hired to complete a specific task. Consultants are not staff. Consultants are engaged on the basis of a contract for service. The consultants' contracts for service will define the specific terms of reference, the deliverable/s and deadline/s for that consultancy, general performance obligations, and the contract fee.

2.5 Dependents: authorized dependents, unless indicated otherwise in a specific policy statement, are the legal and declared dependent spouse, partner, legal children and disabled children of the staff member or spouse. Conditions for the recognition of dependents are explained in Part B2.

2.6 Duty Station: the city or area within commuting distance where the staff member is serving.

2.7 Immediate Family: a staff member's or their spouse's father, mother, son, daughter, sibling as well as the spouses and children of these family members.

2.8 Pensionable: that part of the staff member's total remuneration that is used for the purpose of calculating pension entitlements.

2.9 Recruitment base: the city/town where the appointee last resided at the time of his/her recruitment. As a guide, this will be the city/town where the appointee had been living for the previous six months.

2.10 Staff: employees holding appointments to a Consortium position with a defined job description. Staff are categorized according to the duration of their appointment: "standard term" staff are those appointed for at least one year; "short term" staff are those appointed for periods of less than one year. All staff members are subject to the contents of this Manual.

SECTION 3 STAFF CODE OF CONDUCT

3.1 Introduction

3.1.1 All Consortium staff must abide by this Code of Conduct. The Code of Conduct is the guide for how business is conducted in the Consortium, and is underpinned by the Consortium's core values.

3.1.2 Any staff member who breaches any provision of this Code of Conduct will be regarded as having committed misconduct, and may be subjected to disciplinary action (see Section 12). The consequence of disciplinary action may lead to penalties as significant as summary dismissal. The Consortium has policies and procedures that enable staff to report on cases of misconduct (see Section 15), and ensure that no staff member shall suffer any retaliation for such reporting.

3.2 Guiding principles

3.2.1 The Consortium is committed to ensuring a safe and secure work environment. This environment shall be free of 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 (see Section 16). The Consortium is also committed to ensuring a workplace of dignity, where all staff treat others with respect as a person, regardless of individual and/or cultural differences.

3.2.2 In order to successfully fulfill its mission, the Consortium fosters a corporate environment where teamwork and open communication can flourish. All staff have a responsibility to help create and sustain this environment.

3.2.3 Staff members are expected to perform their duties and responsibilities with the highest standards of professionalism and integrity, due care and diligence. They should sustain an environment of dignity, where everyone is treated with respect as a person, regardless of individual and/or cultural differences.

3.2.4 There should be honest and open communication on professional activities, respecting lines of reporting and professional confidentiality.

3.2.5 Staff members are expected to perform their duties and responsibilities in the interest of the Consortium and to accept all legitimate directives from management. It is their duty to accept and carry out the decisions of their managers once such decisions have been taken.

3.2.6 Staff should respect authority as well as use it responsibly. Use of authority for intimidation or personal favoritism will not be tolerated.

3.2.7 Staff members shall exercise the utmost discretion in regard to all matters of official business. They shall not communicate to any person any confidential or sensitive information known to them by reason of their official position. Nor shall they at any time use such information to private advantage. These obligations continue after separation from the Consortium.

3.3 Specific requirements of the Code of Conduct

3.3.1 **Privacy:** staff members shall respect the privacy of colleagues.

3.3.2 **Interpersonal conflicts:** staff members should handle interpersonal conflicts with an open attitude through private and respectful dialogue.

3.3.3 **Ethical behavior:** staff members shall not make false or malicious allegations against others, or attempt to cover up breaches of this Code of Conduct.

3.3.4 **Harassment and discrimination:** staff members shall avoid any action or conduct that constitutes harassment or discrimination, or abuse of power.

3.3.5 **Fraudulent behavior:** staff members shall avoid any action that constitutes scientific fraud (e.g. data fabrication/falsification, or plagiarism) or other action involving the unethical use of intellectual property (e.g. use of data, authorship, rights). Staff members also shall avoid any action that constitutes commercial fraud.

3.3.6 **Observing Consortium policies and standards:** staff members shall observe, implement and comply with the Consortium's governing policies, guidelines, procedures, and established standards of practice.

3.3.7 **Personal conduct in the workplace:** staff members are forbidden to behave in a disorderly, drunken or indecent manner; to use legally prohibited drugs in the workplace; or to commence work or remain at work while under the influence of alcohol or legally prohibited drugs.

3.3.8 Use of Consortium assets: staff members will use the Consortium's assets, including funds, equipment and information responsibly, and shall not take/use these assets for their own private use. The responsible use of communications technology (telephones, computers, etc.,) for private communications is acceptable. Staff shall exercise the utmost discretion in regard to all matters of official business.

3.3.9 Safety and security: staff members shall behave responsibly and comply with all policies, procedures and instructions designed to protect their safety and security.

3.3.10 Personal conduct outside the workplace: staff members shall not engage in any activity outside the workplace that is incompatible with the proper discharge of their duties to the Consortium.

3.3.11 Conflict of interest: staff members should not engage in or place themselves in situations where their private or professional interests conflict with their obligations to the Consortium, or where they receive benefits from a person doing or seeking to do business with the Consortium.

3.3.12 Outside employment: staff members are expected not to take up other jobs while working full time for the Consortium, but may undertake other paid or unpaid activities under specific provisions.

3.3.13 Outside activities: staff members must not publicly comment on or interfere in the political, governmental or religious affairs of the host country.

3.3.14 Gifts and honours: staff members shall consult with the CEO before accepting or bestowing gifts or honours from or to any individual or organization.

3.3.15 Relations with the media and the public: staff members' obligation to exercise discretion in all matters of official business extends to the issuing of statements on behalf of the Consortium to the media, or in public fora, and/or publishing articles representing the Consortium's position. These requirements are explained in more detail, where necessary, in Part B3.

3.4 The Responsibility of supervisors and managers

Supervisors and managers are expected to:

- set an example of high standard of professional behavior and personal conduct
- clearly communicate the institutional policy in these areas

- be alert in order to promptly detect behavior that runs counter to the principles set in the Code of Conduct
- ensure that any incident of unacceptable behavior is promptly dealt with and corrective action taken.

SECTION 4 RECRUITMENT AND APPOINTMENT

4.1 Type and duration of appointments

4.1.1 To maintain the operational flexibility required to deal with changing budgetary and staffing conditions, all staff appointments will be for a fixed term specified in the letter of appointment or letter of extension of appointment.

4.1.2 Staff appointments fall into two categories:

(a) “standard term” appointments, which are a minimum of one year’s duration, and a maximum of three years, renewable where circumstances permit, or

(b) “short term” appointments, which are for periods of less than one year.

4.2 Recruitment

4.2.1 The Consortium is an equal opportunity employer. It believes that the gender, cultural and national diversity of staff groups contributes towards its intellectual strength and effectiveness within an international research environment.

4.2.2 Standard term appointments will normally be filled by open, competitive recruitment processes. Short-term vacancies may be filled by open competition or by direct appointment, i.e. without open competition.

4.2.3 The Consortium will endeavour to operate an efficient system for distributing advertisements and position announcements. Staff will be selected through processes that neither discriminate against nor favor candidates on the basis of:

(a) gender, race, national or social origin, religion, political affiliation, age, family size, marital status or any other form of personal identity; nor

(b) physical disability that does not impair the effective discharging of the assignment.

4.2.4 Selection for all advertised Consortium positions shall be based on securing the highest level of knowledge, skills and personal qualities available.

4.3 Extension of appointments

4.3.1 For all staff members, extensions of appointment will be subject to the continuing need of service, satisfactory performance, and availability of funds.

4.3.2 A short-term staff member shall not have his/her contract extended to a standard term appointment (i.e. a new contract of one year or more) without being re-selected via a competitive recruitment process.

4.4 Probationary period

All initial appointments, including the appointment of serving staff to a new position, will require a probation period.

4.5 Appointment of family members

Spouses, recognized partners and Immediate Family may be appointed as staff subject to specific conditions being met (see Part B4).

SECTION 5 OPERATIONAL ACTIVITIES

5.1 Hours of work

The official work week comprises of 37.5 hours, from 09h00 to 18h00 Monday to Friday.

5.2 Flexible work arrangements

5.2.1 The Consortium recognizes the strategic importance of diversity and that a diverse staff will include staff members at various stages of their life cycles. The Consortium is committed to providing a work environment that is sufficiently flexible to accommodate diverse life-cycle challenges, thus ensuring high performance, long term productivity and well-being of staff.

5.2.2 The Consortium has established a number of policies and practices that provide flexibility in establishing work locations, the number of hours, weeks or months worked each year and in transferring from full-time to other work arrangements. Specifically the Consortium is prepared to consider flexible options for staff members, either for a specific period or on an on-going basis, to:

- work from an alternative location to their normal Consortium location;
- work within a flexible working hours system;
- work compressed schedules, i.e. alternatives to working a traditional five-day week;
- work on days that are designated as non-working days and take the equivalent number of days as paid leave on other days during the year;
- transfer from full-time to part-time work;
- fill jobs on a job-share basis.

Staff may request consideration of a combination of these options.

5.2.3 As a general principle, the above options will be considered where they do not impair the Consortium's long-term productivity. Provided this requirement is met, requests for alternative work locations and/or for flexible working hours, days or months will be considered primarily in terms of their feasibility. Supervisors are required to recognize and respect this principle when considering staff requests for flexibility. When appropriate, flexible working arrangements for individuals or groups may be introduced on a pilot basis, with on-going arrangements decided in light of the results of the pilot exercise.

5.2.4 Staff members are encouraged to take advantage of these policies and practices when they may assist in achieving a better balance between work commitments and their personal, family, community or professional commitments.

5.3 Work/life balance

5.3.1 All staff are expected to devote the time and efforts necessary to fulfil the requirements of their appointment, and the work objectives agreed with their supervisor. While this may occasionally require work outside of conventional office hours, the Consortium does not expect this of staff routinely.

5.3.2 Staff required to work lengthy hours to meet particular priorities or deadlines are encouraged to take time off in lieu.

5.4 Official Holidays

5.4.1 Staff members are entitled to the national holidays of the country to which they are assigned and to those local holidays in the city or town in which their office is located. The total of official holidays shall not, however, exceed 10 days per year.

5.4.2 A maximum of up to 2 additional days leave per year may be taken, with the advance approval of the CEO, in those situations where a staff member has, because of religious beliefs, to participate in religious or customary rituals which would preclude office attendance.

Conditions for 5.2 to 5.4 above are detailed in Part B5.

SECTION 6 SALARIES AND BENEFITS

6.1 Consortium salary policy

6.1.1 The consortium salary structure appears in Appendix 1. It applies across all Consortium staff. The salary structure is revised periodically to reflect inflation, and occasionally to reflect market salary analyses.

6.1.2 The philosophy behind the structure is to optimize equity, flexibility and transparency. The focus is as much as possible on salary and as little as possible on separate benefits. Consequently each salary range accommodates components that, in other organizations, might be identified separately as benefits. The Consortium believes this is the most effective way to achieve equity across staff, by enabling comparisons between employees' total employment packages. This approach also maximizes staff flexibility to direct their income to their own priorities.

6.1.3 The salary structure is designed to enable the Consortium to attract and retain high-caliber staff at all levels of its operations. Consequently the Consortium seeks to provide salaries that are fully competitive with relevant markets. The Consortium Board approves all salary scales upon recommendation of the CEO.

6.1.4 To ensure competitiveness, the Consortium will periodically undertake surveys of salaries and overall benefits packages in comparable organizations. Based on these reviews, subject to the approval of the Board and the availability of sufficient funding, the Consortium may revise its compensation program and adjust staff compensation accordingly.

6.2 Salary payment

The salaries as well as any other cash entitlements of staff are quoted and paid in the currency of the country in which the staff member is assigned. The Consortium does not make adjustments in payments under its compensation program for currency fluctuations with any other currency.

6.3 Cash advances

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

6.4 Host country income taxes

6.4.1 In accordance with the Consortium's Headquarters Agreement with France, Consortium staff members who are employed on a continuous basis and for a period of at least one year are exempt from the payment of host country income tax on income derived from their employment with the Consortium, on condition that an internal tax is deducted from their salaries.

6.4.2 They are also normally exempt from host country Social Security levies.

6.5 Home country taxes

6.5.1 Staff members are individually responsible for compliance with the income tax laws of their home country (of citizenship and/or residence) as they apply to income earned from the Consortium.

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6.5.2 Home country taxes which are assessed on Consortium-derived income are not compensated or equalized by the Consortium separately or within its remuneration program.

6.6 Retirement plan and insurances

6.6.1 The Consortium retirement plan and insurances scheme replaces the social security programs of its host country. Details of the Consortium retirement plan and insurances scheme appear in Part B6.

6.6.2 For all staff, the Consortium shall make a contribution equal to 16% of salary to the retirement plan fund. All funds deposited by the Consortium are invested as instructed by the staff member according to plan options.

6.7 Accumulation, transfer and duplication of benefits

Unless specifically permitted in a stipulated personnel policy, entitlements set forth in this Manual may not be accumulated, transferred to another individual, converted to, or added to another entitlement or paid in cash or kind. An entitlement which is not used as set forth in this Manual is therefore lost and cannot be reclaimed. Under exceptional circumstances, the CEO may make exceptions to this regulation.

6.8 Changes to eligibility for entitlements

6.8.1 Changes in the status of a staff member may affect the eligibility of the staff member for certain entitlements under the provisions of this Manual. Such changes include, but are not limited to:

(a) marital status,
(b) change in the number of dependents,
(c) marriage of a dependent child and
(d) when the staff member ceases to provide main and continuing support to a dependent child.

6.8.2 Staff shall promptly advise HR of any change in their status.

6.9 Special Responsibility Allowance

A Special Responsibility Allowance may be paid to a staff member who:

(a) is formally designated by the CEO to temporarily assume the full responsibilities of a higher grade position, or
(b) is formally assigned temporary additional responsibilities by the CEO, provided that the additional responsibilities would warrant a reclassification of the staff member’s position to a higher grade.

Conditions for the payment of this allowance are detailed in Part B6.

SECTION 7 LEAVE

Leave options

7.1 The Consortium provides the following leave options to eligible staff members:

- Vacation leave
- Medical leave (including routine medical leave, short-term disability leave, extended sick leave, long-term disability leave)
- Parental leave (including maternity, paternity and adoption leave)
- Compassionate leave
- Special leave
- Leave without pay
- Study leave.

7.2 Details of these leave options, including eligibility, quantum, and any special conditions are explained in Part B7.

SECTION 8 TRAVEL

8.1 General provisions

Travel will be approved at the most direct and economical routing, with class of travel determined by the length and nature of travel. Details are provided in Part B8.

8.2 Medical evacuation travel

Special provisions apply for medical evacuation travel where a staff member or authorized dependent becomes critically ill or injured while on authorized travel, or at a duty station where medical facilities are inadequate or not available

SECTION 9 RELOCATION PACKAGE

9.1 Relocation package

The Consortium will provide a relocation package of financial benefits to eligible staff who need to relocate to Montpellier to take up appointment to the Consortium. A similar package will be provided to staff who need to transfer from Montpellier to a different duty station to meet Consortium needs.

9.2 Eligible staff

9.2.1 For the purposes of this section of the Manual, “eligible staff” are new appointees to the Consortium who have been recruited from a distance greater than 100km from the Consortium headquarters in Montpellier.

9.2.2 An appointee's "recruitment base" is defined as the city/town where the appointee last resided at the time of his/her recruitment. As a guide, this will be the city/town where the appointee had been living for the previous six months.

9.2.3 No relocation support is provided at the conclusion of an appointment.

9.3 Overview of relocation package

9.3.1 The relocation package consists of:
(a) A relocation allowance
(b) Temporary living expenses
(c) Contribution to travel costs
(d) Contribution to cost of shipping personal and household goods
(e) Education grant, subject to eligibility.

9.3.2 Details of these provisions are provided in Part B9.

SECTION 10 PERFORMANCE MANAGEMENT

10.1 Performance assessment

10.1.1 Every staff member will have his/her work performance and contribution towards the Consortium's objectives evaluated annually or when considered appropriate.

10.1.2 The annual performance management cycle commences in January each year, and concludes in December.

10.2 Performance rewards

10.2.1 Salary increases and promotion will be based primarily on an individual's maintaining a high level of on-the-job performance and contribution to the Consortium's objectives. Unit heads are responsible for recommending performance rewards, based on the outcome of the annual performance review.

10.2.2 To ensure equitable application of reward policies, recommendations from unit heads will be reviewed by the Leadership Team, then submitted to the CEO for decision.

10.3 Managing unsatisfactory performance

10.3.1 The line manager 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.

10.3.2 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.

10.3.3 Special provisions have been established for recently-recruited staff who are still on probation, and whose performance is unlikely to lead to a recommendation that their appointment be confirmed (refer Part B10).

SECTION 11 STAFF DEVELOPMENT

11.1 General

Staff development is an investment in the future of the organization and the individual. The Consortium wishes to encourage all staff to both maintain and add to their abilities, to master and improve the skills required in the position they currently hold or to which they might next be assigned.

11.2 Staff development proposals

11.2.1 Staff development proposals must have a clear and direct relationship to the Consortium's overall operations and goals, as well as to the staff member's abilities and responsibilities with the Consortium.

11.2.2 Staff development proposals can include requests for the funding of any of the following:

(a) Course fees

(b) Travel expenses and accommodation

(c) Study materials

(d) Study Leave

11.2.3 Staff development is not limited to funding of specific training courses or study programs, but it includes other activities such as internal training and development, on-the-job learning, self-learning, temporary work assignments, etc.

11.2.4 Staff development proposals are currently determined on an individual basis. Staff should submit their staff development proposals to their Unit Head. The proposal will subsequently be referred to the CEO for decision.

11.3 Professional associations

The Consortium may assist staff members with dues for professional associations that have direct relevance to the staff member's profession (s) and/or assignment with the Consortium. Such support will be up to a maximum reimbursement of 50% of cost, except where determined otherwise by the CEO Requests for reimbursement should be submitted to the Director, Finance & Corporate Services. Reimbursements will be approved depending on funding availability in connection with the annual staff development budget.

SECTION 12 DISCIPLINARY CODE

12.1 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.

12.2 Situations that may lead to disciplinary action

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

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

12.2.2 **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.

12.2.3 **Other substantial reason: o**ther substantial reasons may form grounds for disciplinary action. The basis of any disciplinary action brought under this category will be clearly defined.

12.3 Disciplinary process

12.3.1 The disciplinary process is explained in detail in Part B12, and summarized below. Essentially it consists of:

(a) a preliminary investigation, conducted by his/her supervisor; which may lead to
(b) a formal inquiry, conducted by a senior investigator;
(c) a hearing of the issue requiring a disciplinary outcome;
(d) a decision whether the offence has been established and, if so, a report and recommendation from the senior investigator to the CEO; and
(e) a decision by the CEO regarding an appropriate penalty.

12.3.2 A different process applies where the issue is alleged misconduct, and the specific misconduct is harassment or discrimination. In these cases, Section 16 applies.

12.4 Disciplinary 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.

These penalties and their implications are explained in Part B12.

SECTION 13 APPEALS

13.1 Appeals

13.1.1 All staff members who have been subject to disciplinary action have the right to lodge a formal appeal against that disciplinary action.

13.1.2 An appeal against the imposition of a penalty is only accepted where the grounds of appeal are related to:

(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.

13.1.3 Since only the CEO has the power to impose disciplinary penalties, any appeal shall be directed to the Board Chair. Procedures for dealing with appeals are explained in Part B13.

13.2 Exclusions from appeals

Action based on expiration of an appointment by its own terms is not disciplinary in character and, consequently, is not appellable.

13.3 ILO Administrative Tribunal

After all internal appeal mechanisms have been exhausted, staff will be able to appeal to the International Labour Organization Administrative Tribunal (ILO-AT), based in Geneva, Switzerland. The Consortium Board has accepted and recognized the jurisdiction of the ILO-AT, subject to the approval of ILO's governing body. Once the approval is given, the ILO-AT will be competent to hear complaints alleging non-observance, in substance or in form, of the terms of appointment of officials and of provisions of the Consortium's personnel policies. The details on how to submit a complaint can be found on ILO-AT's Web page http://www.ilo.org/public/english/tribunal/

SECTION 14 GRIEVANCES

14.1 Grievances

14.1.1 The Consortium believes that staff members should feel that they are treated fairly and equitably. Occasions may arise when a staff member feels that he/she has not received the treatment or obtained the satisfaction he/she was expecting on a contentious issue, either from the Consortium or a supervisor. In such circumstances, the staff member is entitled to lodge a grievance, seeking a review of the decision/outcome that concerns him/her.

14.1.2 Unless the grievance can be resolved informally, it will be heard by a Grievance Committee. Procedures for Grievance Committees are explained in Part B14.

14.2 Exclusions from grievances

No grievance may be lodged in relation to the expiration of an appointment by its own terms.

14.3 ILO Administrative Tribunal

After all internal appeal mechanisms have been exhausted, staff will be able to appeal to the International Labour Organization Administrative Tribunal (ILO-AT), based in Geneva, Switzerland.

Section 15 STAFF MEMBERS REPORTING MISCONDUCT ("WHISTLE-BLOWER" POLICY)

15.1 Purpose

15.1.1 The Consortium is committed to good corporate governance. This whistle-blower policy is intended to facilitate the functioning of the Consortium in an open, transparent, and fair manner.

15.1.2 The whistle-blower policy provides protection to staff members who, in good faith, report misconduct and/or action, so they are encouraged to raise concerns rather than overlook them due to concerns about the risk of subsequent retaliation. This enables the CEO/Board to investigate possible misconduct that might otherwise go unaddressed, and take appropriate steps to deal with it.

15.2 Definition

For the purpose of this policy, whistle-blowing is defined as the disclosure of any suspected or anticipated misconduct within the Consortium that is within its ability to control. A whistle-blower is any staff member who makes such a disclosure.

15.3 Acting in good faith

Where a whistle-blower makes a report under this policy in good faith, reasonably believed to be true, there will be no action taken against him/her should the disclosure turn out to be misguided or false. Good faith shall be deemed 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. The Consortium will regard the making of any deliberately false or malicious allegations as misconduct, which may result in disciplinary action.

15.4 Applicability

15.4.1 This policy applies to all staff members working for the Consortium, regardless of their position, type of employment, or location. Any staff member who has observed reportable misconduct and/or action has an obligation to report it.

15.4.2 This policy supplements the Consortium's Code of Conduct, and the disciplinary and grievance procedures described in Sections 12 and 14 respectively of this Manual.

15.5 What and when to report

15.5.1 Alleged wrongdoing becomes reportable when it occurs, or is likely to occur, and may either be an act, or a failure to act. Staff members are encouraged to report concerns or complaints regarding conduct by managers, staff members or Board members which they feel is a breach of, or failure to implement the Code of Conduct (see Section 3).

15.5.2 Certain matters are normally excluded from the whistle-blowing policy, because there are specific policies and investigation processes designed to address those matters where the whistle-blower is directly affected. These include:

(a) grievances over decisions regarding the staff member's salary and benefits, employment status or other human resource issues affecting them; the complainant should utilize the grievance process (Section 14) for review of these decisions;

(b) discrimination, harassment and other offensive or disruptive behavior in the workplace; the complainant should utilize the harassment and discrimination process (Section 16) for investigation and resolution of these issues; and

(c) inter-personal difficulties between staff and their supervisors, or between staff members.

15.5.3 Despite these exclusions, it is appropriate for a staff member to use the whistle-blower mechanism where he/she is not directly involved or affected in the exclusions listed above, but is a concerned third party. For example, it is legitimate for a staff member to use the whistle-blower policy to alert management to a case of harassment of a fellow staff member, but where that staff member is reluctant to personally make a claim of harassment.

15.6 Reporting a concern

The mechanism for reporting a concern through the whistle-blower process is described in Part B15.

SECTION 16 HARASSMENT AND DISCRIMINATION

Consortium Policy on Harassment, Discrimination and Abuse of Power

16.1 The Consortium is committed to providing a work environment that:
(a) respects the dignity of the individual;
(b) is free of all forms of discrimination based on ethnic, social, or political background, color, nationality, religion, gender, disability or sexual preferences; and
(c) is free of general harassment and sexual harassment.

16.2 Every Consortium staff member is responsible for creating and sustaining a work environment that respects the dignity of the individual and that is free of harassment and discrimination.

16.3 The Consortium will not tolerate conduct or comments by staff members that do not respect an individual's dignity. Nor will the Consortium tolerate general or sexual harassment.

16.4 The Consortium will not tolerate behavior which discriminates against an individual, based on his/her ethnic, social or political background, color, nationality, religion, gender, disability or sexual preferences. Nor will the Consortium tolerate behavior which constitutes abuse of power over an individual. In this context, the term "individual" applies not only to other Consortium staff but to all people with whom staff interact while carrying out their work, including partners, collaborators, customers, vendors and visitors.

16.5 The Consortium will assist staff who have experienced harassment or discrimination. The Consortium will address promptly all complaints of discrimination, harassment or abuse of power. Where such a complaint is upheld, the Consortium will take disciplinary action against the offending staff member.

Conditions for the above are detailed in Part B16.

SECTION 17 SEPARATION

17.1 Completion of appointment

17.1.1 A staff member may be separated from the Consortium for any of the following reasons:

i. Expiration of Fixed-Term contract
ii. Resignation
iii. Retirement
iv. Termination by the Consortium
v. Death

17.1.2 The explanation of each of these reasons appears in Part B17, together with a summary of the relevant conditions and benefits.

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Appendix 1 – Consortium Salary Scales (Excluding Tax)

Grade	Function	Minimum Salary Package (euros)	Mid-point Salary Package (euros)	Maximum Salary Package (euros)
1	**Assistant**			
	Gross Salary	28571	35979	43386
	Internal Tax (5.5%)	-1571	-1979	-2386
	Net Salary	27000	34000	41000
2	**Associate**			
	Gross Salary	37037	46561	56085
	Internal Tax (5.5%)	-2037	-2561	-3085
	Net Salary	35000	44000	53000
3	**Senior Associate and Post-doctoral Scientists***			
	Gross Salary	48677	60317	71958
	Internal Tax (5.5%)	-2677	-3317	-3958
	Net Salary	46000	57000	68000
4	**Officer**			
	Gross Salary	63492	79365	95238
	Internal Tax (5.5%)	-3492	-4365	-5238
	Net Salary	60000	75000	90000
5	**Manager**			
	Gross Salary	82540	103175	123810
	Internal Tax (5.5%)	-4540	-5675	-6810
	Net Salary	78000	97500	117000
6	**Director/Science Officer/Senior Advisor**			
	Gross Salary	106878	133862	160847
	Internal Tax (5.5%)	-5878	-7362	-8847
	Net Salary	101000	126500	152000
7	**Senior Director**			
	Gross Salary	128042	160317	192593
	Internal Tax (5.5%)	-7042	-8817	-10593
	Net Salary	121000	151500	182000
8	**Chief Officer I**			
	Gross Salary	153439	192063	230688
	Internal Tax (5.5%)	-8439	-10563	-12688
	Net Salary	145000	181500	218000
9	**Chief Officer II**			
	Gross Salary	185185	231217	277249
	Internal Tax (5.5%)	-10185	-12717	-15249
	Net Salary	175000	218500	262000

*Post-doctoral Scientists are placed in the Grade 3 salary range, but as a separate group from the Senior Associates.