



Staff Member Regulations and Rules

Glossary

These Staff Member Regulations enter into force on the date of their approval by Council.

A handwritten signature in black ink, appearing to read "M. King", written above a horizontal line.

Signed: _____

Date: 26 January 2020

These Staff Member Rules enter into force on the date of their approval by the Director-General.

A handwritten signature in blue ink, appearing to read "W. D. King", written above a horizontal line.

Signed: _____

Date: 26 January 2020

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Staff Member Regulations and Rules

INTRODUCTION

NATURE, PURPOSE AND SCOPE

The Staff Regulations (“the Regulations”) embody and express the fundamental conditions of service and the basic rights, duties, and obligations of ICCROM Staff Members. The Regulations represent the broad principles of human resources policy for the staffing and administration of ICCROM. The Regulations are approved by the Council.¹

The Staff Rules provide substance to the provisions of the Regulations regarding the operational conditions of service and human resources practices of ICCROM (“the Rules”). The Rules are established by the Director-General within the framework of the Regulations and the Director General’s authority to administer ICCROM.² The Rules shall be consistent with the Regulations. In developing the Staff Rules, the Director-General shall conform to the United Nations common system of salaries except where there is incompatibility with directives from or decisions by the Council or the General Assembly of ICCROM. Without prejudicing the acquired rights of Staff Members, the Director-General may, at his or her sole discretion, limit or modify the benefits and entitlements under these Staff Rules, in light of the financial situation of the organization.

Once approved, the Rules may be amended by the Director-General without prejudice to any acquired rights of Staff Members under the Regulations.

APPLICATION

These Staff Regulations and Rules apply to all Staff Members of ICCROM, except as otherwise expressly provided.

These Staff Regulations and Rules shall supersede all regulations and rules in force before their effective date. These Staff Regulations and Rules shall also supersede any other administrative policy or notice that conflicts with them.

EXCEPTIONS TO THE REGULATIONS AND RULES

Unless specifically authorized by the ICCROM Council, no exceptions may be made to the Regulations. The Director-General may make exceptions to the Rules provided that such exceptions are not inconsistent with any decisions of the Council; and provided further that each exception is in the interest of ICCROM, is agreed to by the Staff Member directly affected and is, in the opinion of the Director-General, not prejudicial or inequitable to the interests of any other Staff Members or group of Staff Members. All exceptions shall be a matter of record.

AUTHORITY OF THE DIRECTOR-GENERAL

The Director-General shall adhere to and ensure compliance with these Regulations and Rules. In accordance with the powers granted to the Director-General under the Agreement for the

¹ Pursuant to Article 6 (c) Statutes of the International Centre for the Study of the Preservation and Restoration of Cultural Property.

² Article 6 (c) and (f) Statutes of the International Centre for the Study of the Preservation and Restoration of Cultural Property; ICCROM Governance Policies: EL #1, EL #2c and CSD #2(c), all adopted by the Council on 5 November 2007.

Establishment of ICCROM^{3,4} and the ICCROM Statutes, the Director-General shall have the authority to administer and manage ICCROM and to organize and structure the Organization, as necessary for the efficient and effective implementation of ICCROM's mandate. The Director-General shall also develop, provide, and maintain such programmes, systems, and procedures consistent with these Regulations and Rules as necessary for the conduct of ICCROM functions and activities. Such programmes, systems, and procedures as they relate to employment matters shall be contained in Policies and procedures attached to these Regulations and Rules as Appendices or promulgated separately under the Director-General's authority. The Regulations, Rules and related Policies and procedures shall be made available to all Staff Members.

Unless otherwise specifically provided in these Regulations and Rules, the Director-General is authorized to make determinations, approvals, rulings, and decisions affecting himself or herself upon giving prior notice of at least 15 days to the Chairperson of the Council and receiving no objection in that time period.

DELEGATION OF AUTHORITY

The Director-General may delegate to other Staff Members of ICCROM those of his or her own powers as he or she considers necessary and appropriate for the effective implementation of these Staff Regulations and Rules. All delegations shall be a matter of record.

CONFIDENTIALITY

The Director-General shall establish a policy and procedure to protect and ensure the confidentiality, as appropriate, of all employment data and related matters. Staff Members who have access to such information have the obligation to maintain the same confidentiality in accordance with the provisions established by the Director-General to that effect.

TIMEFRAMES

Unless otherwise specified, all references to timeframes in these Staff Regulations and Rules are established based on calendar days, weeks, months and years.

ENTRY INTO EFFECT

These Rules will take effect on a date or dates as determined by the Director-General taking into account the financial impact on the Organization, the best interests of ICCROM's Staff Members, the time needed to implement any required administrative changes, and the goals and mission of the Organization. The Director-General may bring the Rules into effect in whole or in part through a phased approach. The Director-General shall ensure prior to bringing any part of the Rules into effect that any related financial cost will not cause the approved budget of the Organization to be exceeded, except as otherwise authorized by the Council, and is a sustainable expense for the foreseeable future. When bringing any part of the Rules into effect, the Director-General shall make clear through the appropriate administrative notice those parts of the previous Rules which have been superseded by the present Rules and are no longer in effect and how the changes affect existing Staff Member appointments. The Regulations and Rules may be periodically reviewed by the Director-General to ensure continued relevance to the organization's mandate and funding levels.

The present edition of the ICCROM Staff Regulations and Rules incorporates all the amendments to it that have been approved by the Director-General. The effective date of any modification in the future

³ UNESCO 9th General Conference, Res. 244.34, New Delhi, 1956.

⁴ Agreement between the Government of the Italian Republic and the United Nations Educational, Scientific and Cultural Organization Governing the Establishment and Legal Status of the "International Centre for the Study of the Preservation and Restoration of Cultural Property" on Italian Territory, and the Cooperation of this Institution with Competent Italian Institutions and Authorities, dated 27 April 1957.

shall be that indicated in the note advising Staff Members of the modification and incorporated into all revised versions of this document.

TRANSITIONAL MEASURES

ICCROM intends to include a position for a Human Resources professional as part of its regular complement of staff. Pending the creation of the position and of the competitive selection process to fill it, the Director-General may either take on those duties or delegate (as appropriate) to another senior member or members of staff the duties and responsibilities assigned under these Regulations and Rules to the Head of Human Resources.

CHAPTER 1

REGULATION 1

DUTIES, OBLIGATIONS, RIGHTS AND PRIVILEGES

1.1 Status of Staff Members. ICCROM Staff Members, including the Director-General, are international civil servants. Their responsibilities are not national, but exclusively international. By accepting appointment, they pledge to discharge their functions and regulate their conduct only with the interests of ICCROM in view. In the performance of their duties, Staff Members shall neither seek nor accept instructions from any government or from any other Authority external to ICCROM.⁵

1.2 Authority of the Director-General and Staff Member Accountability. Staff Members are subject to the authority of the Director-General and to assignment by him or her to any ICCROM activities. International professional Staff Members may be assigned to any ICCROM office and duty station, subject to adequate notice. Staff Members are required to uphold the highest standards of efficiency, competence, and integrity, and are accountable to the Director-General for the proper discharge of their functions. The concept of integrity includes, but is not limited to probity, impartiality, fairness, honesty and truthfulness in all matters affecting their work and status. Their performance will be appraised periodically to ensure that they meet the required performance standards.

1.3 Duties and Obligations of Staff Members. Staff Members shall uphold and respect the principles set out in the United Nations Charter, including faith in fundamental human rights, in the dignity and worth of the human person and in the equal rights of men and women. Consequently, Staff Members shall exhibit respect for all cultures; they shall not discriminate against any individual or group of individuals or otherwise abuse the power and authority vested in them. In the exercise of their duties Staff Members are not required to forswear their national sentiments or their political or religious convictions, but they must avoid engaging in any activity or making any declaration which is incompatible with the proper discharge of their responsibilities to ICCROM.

1.4 Privileges and Immunities. The privileges and immunities accorded to Staff Members are conferred in the interests of ICCROM. These privileges and immunities furnish no excuse to Staff Members for the non-performance of their private obligations, or failure to observe laws and police regulations. The decision whether to waive any privileges or immunities of the Staff Members, in any case that arises, shall rest solely with the Director-General.

1.5 Intellectual Property Rights. All rights, including title, copyright, and patent rights, in any work or invention produced or developed by a Staff Member as part of his or her official duties shall be vested in ICCROM. The Director-General shall decide on the use to be made of these rights.

1.6 Oath or Declaration. Staff Members shall subscribe to the following oath or declaration:

I solemnly swear to exercise in all loyalty, discretion, and conscience the functions entrusted to me as an international civil servant of ICCROM, to discharge those functions and regulate my conduct with the interests of ICCROM only in view, and not to seek or accept instructions in regard to the performance of my duties from any government, or other authority external to ICCROM. I also solemnly declare and promise to respect the obligations incumbent upon me as set out in the Staff Regulations and Rules and to conform my conduct in accordance with the Standards of Conduct of the International Civil Service.

⁵ Article 6 (b), Statutes of ICCROM, as revised and approved by the XXVIII session of the General Assembly on 29 November 2013.

STAFF RULE 10
STANDARDS OF CONDUCT OF STAFF MEMBERS

Oath or Declaration

- 10.1 All Staff Members, including the Director-General, shall subscribe to the oath, or declaration, as set out in Regulation 1.5. The oath shall be signed, and the document shall be placed in the Staff Member's file. A new oath or declaration shall be made after any break in service that exceeds six (6) months.

Status of Staff Members

- 10.2 Staff Members shall comport themselves at all times in a manner compatible with their status as international civil servants, including by demonstrating the values of integrity, independence, and impartiality, and shall observe at all times the reserve and tact incumbent upon them by reason of their status as Staff Members.
- 10.3 A Staff Member may not act as a delegate or observer for, or adviser to his or her own government or any other government. Staff Members are expected to provide advice to governments solely in the context of the work they perform for and on behalf of ICCROM.
- 10.4 Staff Members may exercise the right to vote and may make financial contributions to political parties, committees, or campaigns, but shall not engage in any political activity that is inconsistent with or reflects upon the independence and impartiality required by their status as international civil servants. Any Staff Member who becomes a candidate for a public office of a political character must resign from ICCROM.
- 10.5 Staff Members are encouraged to participate actively in their communities of interest, expertise and vocation. However, no Staff Member shall accept, hold or engage in any office, post, or occupation that is incompatible with the proper discharge of his or her duties with ICCROM. Staff Members shall avoid any action, and in particular, any kind of public pronouncement.
- 10.6 While Staff Member's personal views and convictions, including their political and religious convictions, remain inviolable, Staff Members shall ensure that those views and convictions do not adversely affect their official duties or the interests of ICCROM. They shall conduct themselves at all times in a manner befitting their status as international civil servants and shall not engage in any activity that is incompatible with the proper discharge of their duties with ICCROM. They shall avoid any action and, in particular, any kind of public pronouncement, specifically including in social media platforms, which may adversely reflect on that status. Staff Members shall ensure compliance, at all times, with ICCROM's staff Regulations and Rules and with any other policies and procedures issued by the Director-General or the Governing Bodies of ICCROM.
- 10.7 Staff Members shall not be actively associated with the management of or hold a controlling financial interest in any other organization, profit-making business, or other concern, if it were possible for the Staff Member, or the profit-making business, or other concern to benefit from such association, or financial interest by reason of his or her ICCROM post.

Outside Activities

- 10.8 A Staff Member may participate in international or national societies or in private social media chats and venues when such participation is not in conflict with the Staff Member Regulations and Rules, and any other ICCROM policies, and may represent such societies at an international meeting with the Director-General's prior authorization.
- 10.9 A Staff Member shall obtain the Director-General's permission before engaging the media or publishing any books, articles or other material on issues related to ICCROM's mission, finances, current or past programmes and activities, or which reflect work performed by the Staff Member for ICCROM or contain information arising from such work.

- 10.10 Staff Members shall not engage in outside professional activities that may conflict with the interests, activities, or mandate of ICCROM, whether for remuneration or otherwise, without the approval of the Director-General.
- 10.11 Applications for authorization to engage in outside professional activities must be submitted in writing to the Director-General for approval. In cases where the outside activity involves any financial compensation or reward, the same must be provided to ICCROM.

Privileges and Immunities

- 10.12 The privileges and immunities accorded to Staff Members, if any, depend upon the host country or other agreements or understandings that ICCROM may have with the host government in question. As such, they vary in terms of scope and applicability and may apply to Staff Members differently or not at all. Any such privileges and immunities are conferred in the interests of ICCROM. Accordingly, the decision as to whether they may be formally asserted or waived in any particular case depends on the interests of ICCROM and is at the sole discretion of the Director-General. Staff Members seeking to assert any immunities must make a written request to the Director-General through their supervisor.
- 10.13 Whenever matters related to privileges and immunities arise, Staff Members shall immediately report the issue to the Director-General in order for him or her to decide on the action to be taken.
- 10.14 Abuse of privileges, and in particular the invoking by a Staff Member of diplomatic immunity in a legal proceeding of a private nature without the Director-General's authorization, shall be treated as unsatisfactory conduct under these Regulations and Rules.

Accountability

- 10.15 Staff Members shall exercise the utmost discretion in regard to all matters of official business and personal conduct. They shall not communicate to any person any information known to them by reason of their official post that has not been made public, except as appropriate in the course of their duties, or by authorization of the Director-General. At no time shall they, in any way, use to private advantage information known to them by reason of their official post. These obligations do not cease upon separation from service.
- 10.16 Staff Members shall not accept any honor, decoration, favor, gift or remuneration from any government or from any other source external to ICCROM, if such acceptance is incompatible with their status as an international civil servant, or any other applicable ICCROM policies. A Staff Member who intends to accept any honor, decoration or substantial favor, gift, or remuneration from sources external to ICCROM shall report this fact to the Director-General who shall decide on the applicability of this Rule. Should Staff Members receive any gifts in the form of published or unpublished materials including in electronic format, the same must be offered to the ICCROM library. The acceptance of any gift of nominal value or normal hospitality shall not be considered as a violation of this Rule.
- 10.17 Any Staff Member who is elected to a public office of a political nature shall resign from ICCROM.
- 10.18 A Staff Member may not be actively associated with the management of any business concern if it were possible for him or her to benefit from such association by reason of his or her official post with ICCROM. A Staff Member who has occasion to deal in his or her official capacity with any matter involving a business concern in which he or she holds a financial interest shall disclose the extent of that interest to the Director-General.
- 10.19 Staff Members who receive remuneration for engaging in outside activities related to the work of ICCROM and which are part of their official duties may not retain such remuneration but must remit it to ICCROM.
- 10.20 Staff Members who receive fees for engaging in outside activities, other than that under Rule 10.16 above, accomplished in their own time and without cost to ICCROM may be authorized to retain such remuneration.

- 10.21 Staff Members engaged in activities not related to the work of ICCROM may be requested to make a disclaimer statement to the effect that they are writing, participating or speaking in their personal capacity and not as officials of ICCROM.
- 10.22 All rights, including title, copyright and patent rights, in any work produced by a Staff Member, or by a team of Staff Members, as part of their official duties shall be vested in ICCROM.

Conflict of Interest

- 10.23 The Director-General shall decide on the compatibility of any interests declared by Staff Members under Staff Member Regulation 1, these Rules and any other Policy approved by the Director-General, and on any action to be taken with respect to the potential conflict.
- a) As determined by the Director-General, Staff Members in designated employment categories shall be required, upon appointment and at prescribed intervals, to file in respect of themselves, their spouse or recognized domestic partner, and dependent children, a declaration in a prescribed form disclosing designated types of interests.
- b) Any Staff Member who has or whose recognized domestic partner, spouse, mother, father, child, including step relatives and half brothers and sisters, or have:
- any interest in and/or association with any entity with which the Staff Member may be required, directly or indirectly, to have official dealings on behalf of ICCROM; or
 - which has a commercial interest in the work of ICCROM; or
 - which has a common area of activity with ICCROM,
- shall report the interest to the Director-General.

Misconduct

- 10.24 "Misconduct" means, but is not limited to:
- a) Any failure by a Staff Member to comply with his or her official obligations under the Staff Member Regulations and Rules, the terms of his or her oath or declaration, his or her appointment, or any other ICCROM policies;
- b) Unwillingness and refusal to comply with the lawful instructions of supervisors;
- c) Any conduct by a Staff Member, connected or unconnected with his or her official duties, bringing him or herself or ICCROM into public discredit;
- d) Unlawful acts on or off the premises of ICCROM, whether or not the Staff Member was on official duty at the time, except for those punishable only by minor fines; this is particularly the case with respect to violations of national law punishable by significant fines or a term of imprisonment except when such law is inconsistent with international human rights principles and standards;
- e) Misrepresentation, fraud, forgery or false certification in connection with any claim or benefit pursuant to these Regulations, Rules and any other administrative provisions or corruption;
- f) Breach of confidentiality;
- g) Misuse of ICCROM's office facilities, property, equipment, resources, documents, information, or files, including electronic files;
- h) Misuse or abuse of ICCROM's privileges and immunities;
- i) Unwillingness to perform prescribed duties or purposefully performing these duties in an unsatisfactory manner.
- j) Conduct which impairs the Staff Member's ability to perform his or her duties properly such as being under the influence of alcohol or drugs while on duty or unauthorized absence from duty;

- k) Any act that has the effect of harming or is carried out with intent to harm ICCROM and cause significant damage to its interest, including damage to Staff Members, property or reputation;
 - l) All forms of abuse of authority, discrimination, retaliation, unlawful threats and/or harassment, including, but not limited to, sexual or gender-based harassment, and religious or racial discrimination.
 - m) The intentional alteration, destruction, falsification or misplacement or rendering useless any official document, record or file entrusted to Staff Members by virtue of their functions and, which document, record or file is intended to be kept as part of the records of ICCROM.
- 10.25 The Director-General shall establish and maintain appropriate policies and procedures for reporting and investigating allegations of misconduct.
- 10.26 Depending on the circumstances of each specific case, and for the purpose of determining the imposition of the appropriate disciplinary measure, the Director-General shall determine whether the specific act or acts involved constitute misconduct or serious misconduct. In making this determination the Director-General will take into account factors such as the gravity of the matter, any extenuating circumstances, the situation of the Staff Member, the interests of ICCROM and the frequency of the conduct for which disciplinary measures may be imposed.

Staff Member Files

- 10.27 A personnel file shall be established and kept current for each Staff Member. The file may be kept in hard copy, electronically or both, shall be appropriately secured, and shall contain all relevant information including copies of:
- a) The Letter of Appointment signed by the Staff Member;
 - b) Passport or other government-issued photo identity document for each Staff Member and their eligible dependents;
 - c) Marriage certificate or other documentation required for purposes of documenting a Staff Member's officially recognized domestic partner;
 - d) Birth certificate and other documentation required for purposes of documenting a Staff Member's eligible dependent children;
 - e) Academic and technical transcripts and/or degrees;
 - f) Medical Certificates of Fitness for Duty;
 - g) Notifications sent to the Staff Member regarding their official status with ICCROM;
 - h) Performance Evaluation Reports;
 - i) Records of any disciplinary action taken against a Staff Member; and
 - j) Other documents relevant to the employment of the Staff Member.
- 10.28 Confidentiality. ICCROM shall maintain the Staff Member's files with due regards to privacy and data protection. Medical certificates and other medical documentation shall be kept confidential and in a separate section of the personnel file. Medical records may not be divulged except as agreed to by the Staff Member. Other personal records shall also be kept confidential except as the Director-General considers necessary for the appropriate management of ICCROM. An individual, who makes a claim against ICCROM on or relating to medical grounds, is presumed to have given consent to the release of medical information relevant to that claim.
- 10.29 Custody of Staff Member Files. The Office of Human Resources is the custodian and is responsible for the safekeeping of Staff Member files. The information contained in the files is confidential. The obligation of confidentiality extends to all persons who, by the nature of their functions or incidentally, may come into contact with the information contained therein. Staff Member files shall be kept indefinitely.

- 10.30 Right to Review. Staff Members have the right to review their own Staff Member files, upon written request to the Director-General. The review of a file by a Staff Member must be conducted within the premises of ICCROM and under the supervision of a Staff Member designated by the Director-General. Documents in the file may be copied but not be altered in any way. Documents may not be removed (except to copy) without the consent of the Director-General. Access to the information contained in personnel files is restricted to those individuals specifically authorized to access such files by the Director-General.
- 10.31 Responsibility to Provide Accurate and Current Information. Staff Members are responsible for providing up to date and accurate information as required by their employment with ICCROM. Staff Members are also responsible for informing ICCROM of any changes in their status or that of their dependents and for ensuring that all relevant forms, such as designation of beneficiary, addresses and contact details for the Staff Member and his or her family members are correct and up to date.

CHAPTER 2

REGULATION 2

STAFF MEMBER RELATIONS

2.1 Staff Members shall have the right of association. A duly elected Staff Member Association shall represent the interests of the Staff Members before the Director-General and his or her representatives, under terms and conditions approved by the Director-General. The Director-General shall make provision for Staff Member participation in the discussions of policies relating to employment matters.

2.2 Staff Members shall not be subject to any discrimination on the grounds of racial or ethnic origin, opinions or beliefs, gender, sexual orientation, health, or disabilities. Staff Members are entitled to be treated with courtesy, dignity and respect. Staff Members are entitled to respect for their privacy and their freedom of association. All Staff Members shall respect these rights in the course of their official duties and in their behavior with other Staff Members.

STAFF RULE 20

STAFF MEMBER RELATIONS

Right of Association

- 20.1 Staff Members shall have the right to associate in a formal organization for the purpose of developing Staff Member activities and making proposals and representations to ICCROM concerning human resources policies and conditions of service. While Staff Members shall be afforded the right to associate, they shall not be required to do so should they not wish to.
- 20.2 The Director-General shall seek to enter into an agreement ('Recognition Agreement') with the Staff Member Association establishing the terms and conditions under which the Staff Member Association shall represent the interests of the Staff Members before the Director-General and his or her representatives. The Staff Member Association shall advise the Director-General within seven (7) days of any amendment to the governing documents of the Staff Member Association.

Staff Member Representatives

- 20.3 ICCROM shall consult with duly elected representatives of the Staff Member Association prior to making any significant changes to human resources policies and conditions of service, except in compelling circumstances.
- 20.4 In any consultations concerning human resources policy and conditions of service, ICCROM shall take into account, to the extent possible, the views of the duly elected representatives of the Staff Member Association.
- 20.5 Provisions concerning the representation of Staff Member's interests shall be entirely without prejudice to the right of individual Staff Members to make representations to the Director-General on matters affecting them as individuals.
- 20.6 ICCROM shall facilitate, as appropriate, a Staff Member Association representative in performing his or her duties on behalf of the Association. Such activities may not, however, result in any significant impediment to the proper performance of the Staff Member's or Organization's functions and must be consistent with any conditions set forth in the agreement between the Director-General and the Staff Member Association ("Recognition Agreement").
- 20.7 No Staff Member shall threaten or retaliate against a Staff Member Association present or former representative exercising his or her functions on behalf of the Staff Member Association pursuant to Staff Member Regulations and Rules.

Contribution to Staff Member Activities

- 20.8 The Staff Member Association shall have the right to ask its members for voluntary financial contributions. Membership in the Staff Member Association is voluntary, and Staff Members may not be compelled to participate.
- 20.9 At the discretion of the Director-General, ICCROM may give non-financial assistance to support any Staff Member Association activity deemed beneficial to the Staff Members.

CHAPTER 3

REGULATION 3

POST MANAGEMENT

3.1 The Director-General shall have the authority to manage ICCROM and to organize and structure the Organization as he or she deems necessary for the effective and efficient execution of its programmes and activities.

3.2 Appropriate provision shall be made by the Director-General for the classification of posts and the Organization of the workforce according to the nature of the duties and responsibilities required for the performance of the functions involved.

STAFF RULE 30

POST MANAGEMENT

Post Classification

- 30.1 The Director-General has the authority to establish, eliminate and determine the type and nature of posts as necessary for the effective and efficient discharge of functions.
- 30.2 Specific post profiles shall be developed for every post in ICCROM. The post profiles shall contain essential information needed to clarify the functions to be performed and upon which the classification designation is made. At a minimum post profiles should include details regarding:
- Post information indicating title, number, organization unit, reporting relationships and grade.
 - Organization context indicating level of responsibility and accountability, role and engagement of the incumbent in the peer community.
 - Impact of key results across the organization.
 - Competencies required.
 - Recruitment requirements in terms of education, experience and language.
- 30.3 All posts shall be classified by category and grades according to standards and criteria approved by the Director-General and related to the nature and level of responsibilities and competencies required. A specific job description for each post shall be generated and periodically updated.
- 30.4 With the exception of the post of the Director-General, posts shall be classified in one of two categories:
- Posts in the professional category for work that is analytical, evaluative, conceptual, interpretative or creative and thus requires the application of basic principles of an organized body of theoretical knowledge, such as a field of science or a specified discipline. Professional work of a managerial nature requires judgement in analyzing and evaluating problems, and in decision-making involving discretionary choices between alternative course of action.
 - Posts in the general service category for work of a procedural, operational or technical nature which supports the execution of the programme of ICCROM. General service work ranges from simple, routine or repetitive duties based on following detailed instructions to varied and complex assignments requiring practical knowledge of a specific subject area.
- 30.5 Unless otherwise determined by the Director-General, the job evaluation and classification systems developed by the International Civil Service Commission (ICSC) shall be used for the classification of Professional and General Service posts in ICCROM.

Classification Review

- 30.6 In accordance with procedures established by the Director-General, a manager may request a re-examination of the classification of the post that he or she supervises. The incumbent may also request a re-examination of the classification of his or her post.
- 30.7 The classification review may:
- a) Confirm the same grade as initially classified; or
 - b) Lead to a higher or lower grade than initially classified.

Periodicity of Review

- 30.8 Posts are normally reviewed at least every five (5) years, but not more than once every two (2) years, except when the Director-General determines that there has been a significant change in the duties and responsibilities of an incumbent's post or such a review is conducted in the context of a restructuring decision.

CHAPTER 4

REGULATION 4

RECRUITMENT, APPOINTMENT, REASSIGNMENT AND PROMOTION

- 4.1 The Director-General shall appoint Staff Members as required.**
- 4.2 The paramount consideration in the recruitment, appointment, transfer, reassignment, or promotion of Staff Members shall be the necessity of securing the highest standards of efficiency, competence, and integrity. Recruitment, appointment, transfer, reassignment, and promotion of Staff Members shall be made without any discrimination based on race, ethnicity, gender, sexual orientation, disability, religion, political affiliation, or social status.**
- 4.3 Except in exceptional circumstances as determined by the Director-General, recruitment and appointment of Staff Members shall be made on a competitive basis, taking into account merit, skill and relevant experience. Due regard shall be paid to the importance of recruiting and maintaining a geographically diverse and gender-balanced workforce.**
- 4.4 The Director-General shall be appointed in accordance with the Agreement for the Establishment of ICCROM. Other Staff Members shall be granted Appointments of the duration and under such terms and conditions, consistent with these Regulations, as the Director-General may prescribe.**

STAFF RULE 40

RECRUITMENT, APPOINTMENT, REASSIGNMENT AND PROMOTION

General Recruitment and Appointment Policies

- 40.1 ICCROM shall have two (2) categories of employment: Professional and General Service.
- a) Professional Staff Members are internationally recruited;
 - b) General Service Staff Members must be locally recruited.
- 40.2 Internationally recruited Professional Staff Members are individuals who are normally appointed to a duty station outside their country of nationality, or officially recognized place of residence, and who are subject to assignment to any ICCROM duty station, as determined by the Director-General to be in the best interests of ICCROM.
- 40.3 Nationals or permanent residents who are assigned to serve in their country of nationality or permanent residence in Posts which have been subject to international recruitment, shall be considered internationally recruited Professional Staff Members, but their benefits will be adjusted to reflect the fact that they are assigned to their country of nationality or permanent residence.
- 40.4 Locally recruited Staff Members must be nationals, permanent residents or legally recognized residents with the necessary permission or immigration status to allow them to work in the country of recruitment, prior to joining ICCROM.
- 40.5 The paramount considerations in the selection of Staff Members shall be their ability to carry out their duties in accordance with the highest standards of efficiency, competence, integrity. ICCROM seeks a diverse workforce for all its Posts. For Posts recruited internationally, ICCROM will take into consideration geographical or regional balance among candidates of comparable qualifications and experience.
- a) Except in the case of the Director-General, ICCROM shall not offer Appointments to candidates of less than 18 or over 65 years of age. The Director-General may make exceptions to this Rule if he or she considers it to be in the best interest of ICCROM.

- b) Appointment shall not be granted to a person who bears any of the following relationships to a Staff Member: father, mother, child, brother or sister, including step relatives and half brothers and sisters of a Staff Member.
- c) The recognized domestic partner or spouse of a Staff Member may be appointed, provided that he or she is determined to be the best qualified person for the post and provided that the spouse or recognized domestic partner is not given any preference for appointment by virtue of the relationship to the Staff Member. ICCROM's decision not to select a Staff Member's spouse or recognized domestic partner for a post shall have no administrative effect on the Staff Member.
- d) A Staff Member who is the recognized domestic partner or spouse of another Staff Member shall not be assigned to serve in the same area or unit nor in a post that is superior or subordinate in the line of authority, to the post occupied by the Staff Member to whom he or she is related. Moreover, such a Staff Member shall not participate in the recruitment process for Posts to which his or her spouse or recognized domestic partner or any of the relatives described in paragraph (b) above applies, or in any other administrative, investigative and/or disciplinary process or decision regarding the related Staff Member or any other activity or process that poses a conflict of interest.
- e) The marriage or recognized domestic partnership of one Staff Member to another, shall not affect the contractual status of either but their entitlements and other benefits shall be modified as provided in the Regulations and Rules to avoid duplication of benefits.
- f) Except as otherwise determined by the Director-General, recruitment for vacant Posts, other than those of less than six (6) months, shall be made on a competitive basis. The competitive selection process shall be further regulated in the Manual. These requirements shall not apply to any post that, in the opinion of the Director-General, it is in the interest of ICCROM to fill by reassignment of a current Staff Member.

Employment Appointment Types^{6,7}

40.6 ICCROM may issue the following types of appointments:

- a) Fixed-Term
- b) Short-term

40.7 A **Fixed-Term Appointment** is a time-limited appointment of 12 months or more. Fixed-Term appointments may be renewed at the sole discretion of the Director-General.

- a) Fixed-Term appointments are issued to meet regular work requirements and to fill critical Posts that ensure continuity and future development of ICCROM operations;
- b) Fixed-Term appointments shall normally be issued and may be renewed for periods of up to 36 months. Fixed-Term appointments of between 12 and 36 months may also be issued as necessary and as authorized by the Director-General;
- c) In exceptional cases and as authorized by the Director-General, Fixed-Term appointments may be renewed for periods of up to 48 months;

⁶ Unless otherwise specifically stated in the respective Letter of Appointments, these Regulations and Rules do not apply to other personnel engaged by ICCROM. The contractual terms for those individuals are contained in the respective appointments.

⁷ As of the effective date of these Rules, ICCROM shall no longer issue "Indefinite" appointments. However, Staff Members holding Indefinite Contracts as of that date may continue to hold them until they separate from the service of ICCROM and shall continue to receive benefits to which they are entitled in accordance with their appointments and as provided in these Regulations and Rules. Staff Members holding Indefinite Appointments shall be entitled to a notice period of 90 days prior to separation from the service of ICCROM. Former employees who held an Indefinite Appointment and who are re-employed shall not be re-issued an Indefinite Appointment.

d) A Fixed-Term appointment does not carry any expectation, legal or otherwise, of renewal irrespective of the length of service.

40.8 **Short-term Appointment** is a time-limited appointment for a minimum period of one (1) month and a maximum continual period of up to 24 months. In exceptional circumstances and in ICCROM's interest, the Director-General may authorize an additional period of up to 12 months to reach a maximum appointment period of up to 36 months.

a) Short-term Appointments are issued to fill Posts that deliver ICCROM's time bound projects and functions;

b) Short-term Appointments do not give rise to any expectation of renewal, or conversion to any other type of contractual relationship with ICCROM. After reaching the maximum continual period of 24 months (or 36 months if authorized by the Director-General), a new Short-term Appointment may be concluded with the same Staff Member provided a period of at least 12 months has elapsed.

40.9 The nature and duration of appointments depends on the source of funds and the nature of the post. Core Posts are funded under the regular programmed budget. Posts linked to projects are funded under extra-budgetary funds.

Probationary Periods

40.10 All ICCROM Appointments shall be subject to a probationary period as follows:

a) Appointments of 12 months or more: six (6) months' probation which may be extended up to eight (8) months, when necessary for adequate evaluation of the Staff Member's performance, conduct and suitability for service;

b) Appointments of less than 12 months: one (1) month probation which may be extended to three (3) months, when necessary for adequate evaluation of the Staff Member's performance, conduct and suitability for ICCROM service;

c) In cases involving the re-employment of individuals who have successfully completed a probationary period with ICCROM in the past, the Director-General may waive the probationary period if it is in the interest of ICCROM to do so.

40.11 A Probation Evaluation Report shall be completed for all Staff Members at the end of the probationary period. On the basis of this Report, and at the sole discretion of the Director-General, a decision shall be taken, and the Staff Member will be notified that:

a) The appointment is confirmed; or

b) The Staff Member's probationary period is extended for a specified period of time once only; or

c) The appointment is not confirmed and is to be terminated.

Non-Staff Member Appointments

40.12 The Director-General may make whatever provisions he or she deems necessary and appropriate for the contracting of non-Staff Members, such as independent consultants, external resources persons, contractors, interns and volunteers, and experts from the ICCROM alumni network for the provision of services and/or products to ICCROM in accordance with the respective policies and procedures in place. Such provisions shall be reflected in a separate policy on the contracting of non-staff personnel.

Appointment Formalities

40.13 Upon recruitment, the Staff Member shall receive a Letter of Appointment signed by the Director-General defining the contractual terms of the employment relationship. The Letter of Appointment shall indicate the date and place of reporting for duty, as well as the duty station to which the Staff Member is assigned. All contractual entitlements of Staff Members shall be those contained in these Staff Member Rules and/or expressly stated in the Letter of Appointment.

- a) The Staff Member shall sign and return to ICCROM the Letter of Appointment agreeing to the conditions contained therein (including the Staff Member Regulations and Rules). The Staff Member must also sign and return the Oath or Declaration of Office Statement.
- b) The Director-General must approve deviations from or modifications to standard contractual terms.
- c) It is the Staff Member's responsibility to review and fully understand all terms and conditions of his or her Letter of Appointment with ICCROM, including any changes to ICCROM's Regulations, Rules, Policies and practices which are made known while under an appointment with ICCROM.

Effective Date of Appointment

- 40.14 The effective date of appointment shall be the date the Staff Member reports for duty, if locally recruited. Unless otherwise expressly instructed in writing, if travel is authorized, the effective date shall be the date a Staff Member enters travel status, provided that this date is not earlier than that required for travel by the route and type of transport designated by ICCROM.
- 40.15 No candidate for employment shall report for duty or commence any travel for purposes of entering on duty, until all appointment requirements, as specified in these Rules, have been met.

Medical Examinations

- 40.16 On appointment: Before an appointment can be issued, all candidates for employment must present a medical certificate from a licensed medical practitioner acceptable to ICCROM indicating that the candidate is free from any ailment that is likely to affect the health of other Staff Members, and that the candidate is fit for duty in the duty station of assignment.
- 40.17 Staff Members may be required by the Director-General from time to time to undergo a medical examination to enable a medical practitioner acceptable to ICCROM to determine that the Staff Member is free from any ailment that is likely to affect the health of other Staff Members, which affects the Staff Members' ability to perform his or her official functions, or to evaluate whether the Staff Member is fit to continue in service with ICCROM.
- 40.18 Upon travel: Before going on official travel, Staff Members may also be required to undergo medical examinations, and/or receive such inoculations or treatments as may be required on the advice of a medical practitioner designated by ICCROM. In the event the Staff Member decides not to comply with such recommendations, ICCROM shall not be liable for any direct or indirect health-related consequences.
- 40.19 Upon Separation: A Staff Member is required to undergo a medical examination at ICCROM's expense prior to separation. If a Staff member cannot undergo the required medical examination prior to separation, he or she should undergo it no later than 30 days thereafter in her or her own interest, in order not to forgo the possibility of establishing the presence of illness, condition or injury which might be service incurred. If a Staff Member refuses to do so, he or she will have to sign a waiver of responsibility. No obligations will be incurred by ICCROM for any consequences deriving from the refusal of a Staff Member to either undergo the separation medical examination or to sign a waiver to that effect.
- 40.20 Periodic Examinations: A Staff Member may voluntarily undergo medical and optical examinations at agreed periodic intervals paid for by ICCROM. Such examinations will be carried out in accordance with arrangements to that effect between the Medical Service of the Food and Agriculture Organization in Rome and ICCROM. For Staff Members in other duty stations, the examinations may be done by a medical practitioner acceptable to ICCROM.

Country of Nationality and Determination of Officially Recognized Place of Residence

- 40.21 For purposes of these Rules, ICCROM shall recognize at the beginning of the employment relationship one (1) nationality for each Staff Member. A Staff Member having multiple nationalities may make a one-time choice at the time of recruitment, designating his or her

country of nationality and officially recognized place of residence, for ICCROM purposes. A Staff Member may change his or her recorded Country of Nationality and officially recognized place of residence for ICCROM purposes only once due to change in his or her personal circumstances. In compelling circumstances, the Director-General may, at his or her sole discretion, allow a Staff Member to make a second additional change. The granting of any benefits to any new designation shall not exceed the cost associated with the first original designation of the country of nationality and/or the officially recognized place of residence.

Reinstatement upon Re-appointment

- 40.22 Staff Members, who are re-employed by ICCROM less than 12 months after the termination of their appointment can be reinstated. In such cases, the Staff Member's service shall be considered as having been continuous and the intervening absence shall be charged to annual leave and/or leave without pay as necessary. Staff Members who are reinstated shall refund ICCROM all separation payments made to them and are not entitled to any onboarding related benefit payments.
- 40.23 Former Staff Members who are re-employed after a separation period of more than 12 months shall be given a new appointment as provided for in these Rules.

Loans and Secondments

- 40.24 In the interest of ICCROM, the Director-General may, at his or her sole discretion and with the agreement of the Staff Members concerned, lend or second the services of a Staff Member to another international agency, government or inter-governmental organization. The terms and conditions of the loan or secondment shall be agreed to in writing between ICCROM and the receiving organization and concurred with by the Staff Member. While on secondment, the Staff Member retains his or her status as a Staff Member, including terms of appointment at the time of secondment. At the conclusion of the period of loan or secondment, the Staff Member shall return to ICCROM, or otherwise conclude the arrangement and resign from the service of ICCROM.
- 40.25 In the interest of ICCROM, the Director-General may, at his or her sole discretion, accept secondments or loans into ICCROM of Staff Members of another international agency, government or inter-governmental organization. The terms and conditions of the loan or secondment shall be agreed to in writing between ICCROM and the releasing organization and concurred with by the Staff Member. Unless otherwise agreed between the parent organization and ICCROM, during the secondment or loan, the Staff Member will retain the employment conditions of the parent employer, but will be under the supervision of, and have his or her principal allegiance to ICCROM.

Obligation to Supply Information

- 40.26 Staff Members are responsible for supplying ICCROM with whatever information and documentation may be required for the purpose of determining their status under these Rules, or of completing administrative arrangements in connection with their appointments. Staff Members are also responsible for promptly notifying ICCROM, in writing, of any changes affecting their status under these Rules, and for supplying the relevant documentation.
- 40.27 A Staff Member is required to report to the Director-General particulars regarding any change in nationality, civil status or residence, whether or not such change affects his or her conditions of employment with ICCROM.
- 40.28 A Staff Member who is arrested, charged with an offense, other than a minor fine, summoned before a court as a defendant in a criminal proceeding, or convicted, or imprisoned by any offense other than a minor fine, subject of a criminal investigation or otherwise engages in misconduct defined in these Rules, shall immediately report the fact to ICCROM.

Staff Member's Beneficiaries

- 40.29 At the time of appointment, the Staff Member shall designate his or her beneficiary or beneficiaries, in writing, in a form prescribed by the Director-General. It shall be the responsibility of the Staff Member to notify the Director-General of any changes.
- 40.30 In the event of death of a Staff Member, all amounts due from ICCROM to that Staff Member, shall be paid to his or her designated beneficiary or beneficiaries. Such payment shall afford ICCROM a complete release from any and all liability in respect of any sum to be paid. Any payments due from the United Nations Joint Staff Pension Fund shall be handled by the Fund in accordance with the regulations of that Fund.

Assignment to Duty

- 40.31 Professional Staff Members who are internationally recruited are subject to assignment by the Director-General to any activity or office of ICCROM, throughout the world, subject to adequate notice and after consultation with the Staff Member.
- 40.32 General Service Staff Members are not subject to assignment, except as provided in their Letter of Appointment or by mutual agreement, to any duty station other than that for which they have been recruited.

Development and Learning

- 40.33 The Director-General shall have the authority to designate development and learning programmes, if in his or her opinion such programmes would help improve the effectiveness of Staff Members in their current assignments, and further prepare them for broader usefulness to ICCROM.

Performance Management

- 40.34 ICCROM supervisors are responsible and accountable for managing and supporting the developmental needs of individuals under their supervision including establishing, in consultation with each Staff Member, a work plan and providing guidance and direction.
- 40.35 Supervisors shall periodically make a formal evaluation of the performance, conduct and development potential of each of the Staff Members under their supervision. This evaluation shall be made at such intervals as the work situation of the individual's performance requires, but in no case less frequently than once a year.
- 40.36 The Director-General shall put in place the necessary mechanisms to ensure Staff Member's performance is regularly evaluated and documented.

Rewards and Recognition

- 40.37 In order to encourage and support a high-performance culture in ICCROM, the Director-General may put in place a scheme for rewarding and recognizing outstanding performance of Staff Members. Such a scheme may include monetary and non-monetary rewards and must be founded on a strong and credible performance management system.
- 40.38 The Director-General may grant a financial bonus to a Staff Member for exceptional performance that has a major impact on the activity and/or image of ICCROM.
- 40.39 The Director-General may give recognition to a Staff Member who has demonstrated exceptional personal merit, or as part of a team, during his or her career with ICCROM by conferring a medal or presenting a scroll or by some other non-monetary consideration.
- 40.40 A Long Service Award shall be granted to Staff Members with 20 or more years of continuous service on Indefinite or Fixed-term contracts. The award shall consist of an engraved silver plate plus a bonus in cash, the amount of which shall be determined by the Director-General. The Long Service Award is further regulated in **Annex J** to these Staff Regulations and Rules.

Promotion

- 40.41 A Staff Member may advance within ICCROM when:
- a) non-competitively when the post he or she occupies is reclassified to a higher level grade provided he or she has the necessary qualifications and experience for the higher level post and his or her performance has been fully satisfactory or,
 - b) competitively when he or she is the successful candidate in a competitive selection process to a post in a higher level grade.
- 40.42 On promotion, a Staff Member who holds an Indefinite or Fixed-term appointment shall be placed at the lowest step of the level to which he or she has been promoted that provides an increase in the base salary at least equal to the amount that would have resulted from the granting of two steps at the lower level.

Reassignment

- 40.43 A reassignment is any formal movement of a Staff Member from one post to another, other than by promotion. Reassignment may involve a change in title, grade, step, duties, salary, or duty station, or a combination of these changes.
- 40.44 A Staff Member may be reassigned to another post than the one they hold whenever it is in the interest of ICCROM to do so subject only to the limitations imposed by these Rules and the Staff Member's appointment. Prior to any reassignment, the Staff Member shall be consulted about the proposed assignment. The Staff Member may request consideration for reassignment in his or her own interest.
- 40.45 Internationally recruited Professional Staff Members may be reassigned anywhere in the world ICCROM operates, after adequate notice. In accepting his or her appointment with ICCROM, an internationally recruited Staff Member accepts the applicability of this policy to himself or herself and acknowledges that he or she may be reassigned to another post or duty station in accordance with reassignment procedures and criteria established by the Director-General. Except in compelling circumstances and subject to the adherence of the reassignment procedures, failure to accept reassignment shall be considered to constitute a resignation.
- 40.46 Except by mutual agreement or as otherwise provided under these Rules, General Service Staff Members are not subject to reassignment to a duty station other than that for which they have been recruited.

Reduction in Grade

- 40.47 The grade of a Staff Member may be reduced as a consequence of reclassification of the post occupied, or reassignment to a different post of a lower grade. The latter may result:
- a) From the Staff Member's own request for personal reasons;
 - b) From unsatisfactory performance or misconduct; or,
 - c) As an alternative to termination.
- 40.48 A Staff Member shall not be reduced in grade for unsatisfactory performance until he or she has received written notification of the proposed action and of the reasons and has had an opportunity to reply. For appeals of such administrative actions, see **Annex M**.

Notification and Effective Date of Change in Employment Category

- 40.49 The movement of a Staff Member from a General Service post to a Professional post or *vice versa* is considered a change in employment category. In such a case, the Director-General shall determine the benefits, allowances and grants that cease or become effective as a result of the change. For appeals of such administrative actions, see **Annex M**.
- 40.50 Staff Members shall be notified in writing either individually or collectively of any changes in their official status, whether arising from actions taken under these Rules, or from any other changes

in their personal or employment situation recognized by ICCROM. Such notifications shall constitute an amendment to the original contractual terms.

40.51 A Staff Member shall be notified in writing in advance of any reduction in grade or salary. The notice period shall be the same as that for termination of appointment.

CHAPTER 5

REGULATION 5

SALARIES AND RELATED ALLOWANCES

5.1 The basic objectives of ICCROM's compensation policy shall be to enable ICCROM to:

a) Recruit Staff Members of the highest caliber, appropriate to the requirements of the functions to be performed, and to retain them so long as there is reasonable coherence between their career interests, continued satisfactory performance, and the evolving mission and circumstances of ICCROM.

b) Motivate Staff Members to perform to the best of their abilities and provide levels of compensation that are equitable internally.

5.2 ICCROM will achieve these objectives with due regard to its financial sustainability, as well as cost, bearing in mind its responsibility to the contributing Member States and donors.

5.3 Upon appointment, the Council shall determine the salary, allowances and benefits of the Director-General which may not be changed except with the approval of the Council.⁸

5.4 The Director-General shall determine the salary levels, allowances and benefits for all other Staff Members.

STAFF RULE 50

SALARIES AND RELATED ALLOWANCES

Salary Scales

50.1 The salary,⁹ allowances and benefits of Staff Members of ICCROM shall be fixed in accordance with the United Nations common system of salaries, allowances and benefits as recommended by the International Civil Service Commission (ICSC) and approved by the United Nations General Assembly. The Director-General may, however, modify or limit certain benefits and allowances in light of the financial situation of the ICCROM.

50.2 Professional and Higher Categories Scale. Salaries for Professional Staff Members shall be fixed in accordance with the salary scales established by the General Assembly of the United Nations. The salary of Staff Members in the Professional and higher categories is made up of two main elements: a base salary and a post adjustment, both expressed in US Dollars. Post Adjustment is a cost of living adjustment designed to preserve equivalent purchasing power for all duty stations. The common job classification system developed by the ICSC provides the structure for this salary scale and shall be used by ICCROM for the classification of professional Posts.

50.3 General Service Scale. Salaries for Staff Members in the General Service category of staff shall be fixed in accordance with the salary scale applied by the United Nations for its Rome-based agencies. The United Nations global classification standard for the General Service category of staff shall be used by ICCROM to classify General Service Posts.

⁸ See: ICCROM Governance Policies, C73-04-2007, 5 November 2007, Section EL #2c, page 11.

⁹ The Reference to "salary" under these Staff Regulations and Rules also refers to post adjustment, pensionable remuneration and staff assessment, as appropriate and relevant to the category of staff involved. A post adjustment is an amount paid to Staff Members serving in the Professional & higher categories to ensure equity in purchasing power of Staff Members across duty stations. The definition of pensionable remuneration is set out in Article 51 of the United Nations Joint Staff Pension Fund. Staff assessments are established under United Nations Regulation 3.3 as determined by the Secretary-General of the United Nations.

Salary Determination

- 50.4 On appointment, the salary of the Staff Member shall be based on the level of the post but may also take into account the Staff Member's qualifications, skills, experience, and prevailing employment market.
- 50.5 Upon the reduction in the grade of a Staff Member due to reasons other than unsatisfactory performance, unsuitability for international service, or misconduct, the salary shall be fixed at the point in the grade that corresponds to his or her current salary.
- 50.6 Upon the reduction in the grade of a Staff Member due to unsatisfactory performance, unsuitability for international service, or misconduct, the salary may be fixed at a point in the lower grade as determined by the Director-General.

Step Increases

- 50.7 Satisfactory service for the purpose of awarding a step increase shall be defined, unless otherwise decided by the Director-General in any particular case, by satisfactory service performance and conduct of Staff Members in their assignments as evaluated by their supervisors.
- 50.8 Step increases shall be effective on the first day of the pay period in which the service requirements are completed. However, a step increase shall not be effective earlier than the first day of the pay period in which a Staff Member returns to pay status from a period of leave without pay. No step increase shall be paid in the case of Staff Members whose services will cease during the month in which the increment would otherwise have been due.
- 50.9 If a Staff Member with satisfactory service is changed to a lower salary level, the period of service since the last step increase shall be credited towards the next step increase within the lower level. If a Staff Member whose service has not been satisfactory is changed to a lower salary level, the Staff Member's eligibility for a step increase in the lower level will be based on satisfactory service at the lower level.
- 50.10 On appointment, a Staff Member shall normally be placed at the first step of the level of his or her post, unless otherwise authorized by the Director-General.
- 50.11 On promotion, a Staff Member who holds an Indefinite or Fixed-term appointment shall be placed at the lowest step of the level to which he or she has been promoted that provides an increase in net base salary equal to at least the amount that would have resulted from the granting of two steps at the lower grade.

Dependents

- 50.12 For purposes of determining entitlements under ICCROM Rules, "Dependents" are defined as:
- 50.13 A Staff Member's dependent spouse is a spouse or recognized domestic partner whose earnings, if any, do not exceed the lowest entry level of the United General Service gross salary scales in force on 1 January of the year concerned for the duty station in the country of the spouse's or recognized domestic partner's place of work. In the case of the staff in the Professional category, the entry level amount referenced shall not, at any duty station, be less than the equivalent of the lowest entry level salary at the base of the salary system (G-2, step 1). ICCROM shall not recognize more than one (1) spouse or recognized domestic partner at a time.
- 50.14 The term "spouse" under these Regulations and Rules shall also refer to individuals recognized by ICCROM as domestic partners. Recognized domestic partners and spouses are persons who are at least 18 years of age who:
- a) Are competent to consent to a contract at the time the domestic partnership or marriage is legally established;
 - b) Are not legally married or contracted with any form of civil union to any other person and are not related to the Staff Member except as otherwise permitted by the applicable national law;

- c) Entered into a domestic partner relationship or marriage voluntarily and without reservation and together with the Staff Member are each other's sole recognized domestic partner or spouse.
- 50.15 To be recognized as a domestic partner by ICCROM, the Staff Member and the domestic partner must have satisfied any legal requirements to have that status recognized under the laws of their country of nationality or officially recognized place of residence. In the absence of such a legislation, the Staff Member and the domestic partner provide certification that they are domestic partners who are jointly responsible for each other's common welfare and shared financial obligations and have been for at least one (1) year, and be able to provide proof of at least two (2) of the following:
- a) Joint lease, mortgage or deed;
 - b) Joint ownership of vehicle;
 - c) Joint ownership of banking account;
 - d) Designation of the domestic partner as a beneficiary of ICCROM's insurance or Provident Fund; or
 - e) Have together a natural or adopted child under the age of 18 years.
- 50.16 Child: a child is any of the following children for whom the Staff Member provides main and continuing support:
- a) A Staff Member's natural or legally adopted child; or
 - b) A Staff Member's stepchild who is residing with the Staff Member; or
 - c) A child who cannot be legally adopted, for whom the Staff Member has legal responsibility and who is residing with the Staff Member.
- 50.17 Dependent Child: is a child for whom the Staff Member provides main and continuing support and who meets one of the following criteria:
- a) The child is under the age of 18;
 - b) The child is between the ages of 18 and 21 years and attends university or its equivalent full time; the requirements of residing with the Staff Member does not apply in this case;
 - c) The child is of any age and has a disability that is permanent or for a period that is expected to be long-term that prevents substantial gainful employment;
- 50.18 Secondary Dependent: is a father, mother, brother or sister of a Staff Member if the Staff Member provides such a person with not less than half of that person's financial resources, and in any case with not less than twice the amount of the dependency allowance. The conditions regarding age, school attendance and disability are the same for a brother or sister as those applicable to a Staff Member's child.
- 50.19 A Staff Member claiming a child a dependent must certify that he or she provides the main and continuous support. This certification must be supported by documentary evidence satisfactory to the Director-General if a child:
- a) Does not reside with the Staff Member
 - b) Is married; or
 - c) Is recognized as a dependent under the "Dependent Child" definition above.
- 50.20 No benefit shall be paid by ICCROM for a dependent that is duplicative of a benefit received for that dependent through the Staff Member's spouse or recognized domestic partner.
- 50.21 A former spouse or recognized domestic partner shall not be considered as a dependent.

Dependency Allowance

- 50.22 Staff Members on Indefinite and Fixed-term appointments of one (1) year or more are entitled to receive a non-pensionable dependency allowance with respect to their dependent spouse or recognized domestic partner and children. The dependency allowances shall be paid as follows:
- a) Dependent spouse allowance for Professional staff: a dependent spouse or recognized domestic partner allowance in the amount of 6 per cent of net base salary plus post adjustment shall be paid to a Staff Member in the Professional and higher categories with a recognized dependent spouse, under conditions established by the Director-General;
 - b) Single Parent Allowance for Professional Staff: a Staff Member in the Professional and higher categories recognized as a single parent shall receive a single parent allowance in the amount of 6 per cent of net base salary plus post adjustment in respect of the first dependent child, under conditions established by the Director-General. A Staff Member who receives a single parent allowance in respect of the first dependent child shall not be eligible for payment of a child allowance for that child;
 - c) Dependent Child Allowance: eligible Staff Members shall receive a dependent child allowance for each recognized dependent child, under conditions established by the ICSC. The full amount of the dependency allowance provided in respect of a dependent child shall be payable, except where the Staff Member or his or her spouse or recognized domestic partner receives a direct governmental grant in respect of the same child. Where such a governmental grant is made, the dependent child allowance or single parent allowance payable under this rule shall be the approximate amount by which the governmental grant is less than the dependent child allowance or single parent allowance set out under the Staff Regulations and Rules. No dependency allowance is payable if the governmental grant is equal to or exceeds the rate set out under the Staff Regulations and Rules.
 - d) Staff Members shall be responsible for notifying the Director-General in writing of claims for dependency allowance and may be required to support such claims by documentary evidence satisfactory to the Director-General. Staff Members shall be responsible for reporting to the Director-General any change in the status of a dependent that may affect the payment of this allowance.
 - e) The Dependency Allowance is further regulated in **Annex I** to these Rules and Regulations.

Education Grant

- 50.23 Internationally recruited Professional Staff Members on Indefinite and Fixed-Term appointments of one (1) year or more, who are assigned outside their country of nationality or officially recognized place of residence shall be entitled to an education grant under the conditions and in the amounts established by the Director-General.
- a) The education grant shall be paid upon proof of payment of fees by the Staff Member;
 - b) The education grant is payable for each child, as defined under these Rules, up to the end of the scholastic year in which the child reaches the age of 21 or completes four (4) years of secondary studies, whichever is earlier. The Education Grant is only payable for primary and secondary education. The Education Grant is not payable for college, university, or other post-secondary education. The education grant is also not payable for any child under four (4) years of age.
- 50.24 The amount of the Education Grant shall equal 75% of the cost of attendance as defined under this Rule up to a maximum grant of Euros 15,000 for each child per year.
- 50.25 The education grant is payable, up to the maximum allowable amount as determined by the Director-General for the cost of full-time attendance at an educational institution in the official duty station.

50.26 The education grant is not payable for:

- a) Periods during which the Staff Member is assigned to, or residing in, the country of his/her recognized nationality or place of residence, except when such periods are immediately preceded by an assignment to an official station outside that country in which the grant is payable for the balance of the current scholastic year following reassignment, but not exceeding one (1) full scholastic year;
- b) Attendance at a State-operated school in the country or area of the duty station, except where the Staff Member's dependents are charged for attendance due to the residency status of the Staff Member and in the absence of any reasonable alternative local schooling;
- c) Vocational training or apprenticeship which either does not involve full-time schooling, or in which the child received some payment for services rendered.

50.27 The "cost of attendance" is defined as the cost of tuition for the standard, basic school curriculum and registration. Other expenses including, but not limited to, prescribed textbooks, optional courses, after school activities, examinations, diplomas, school uniforms, transportation costs or other optional charges shall not be included in the cost of attendance nor reimbursed to the Staff Member as part of the Education Grant.

50.28 The education grant shall be paid in full if in any scholastic year, the Staff Member's period of employment with ICCROM and the period of the child's attendance at the educational institution are each not less than two-thirds of the scholastic year (deemed to be nine (9) months). If this condition is not met, the grant will be proportionally reduced, except if the Staff Member dies while in service after the beginning of the scholastic year.

Education Grant for Disabled Children

50.29 A special education grant may be paid to all Staff Members with appointments of 12 months or more (or with continuous cumulative appointment periods of 12 months or more) whose child is unable, by reason of physical or mental disability, to attend a standard educational institution and therefore requires special teaching or training or, while attending a standard educational institution, requires special teaching or training to assist him or her in overcoming the disability.

50.30 The amount of the special education grant for each disabled child shall be equal to 75% of the maximum admissible expenses actually incurred up to the applicable maximum grant amount as established the Director-General.

50.31 Special education allowance is payable when ICCROM determines, on the basis of medical evidence that one (1) of the following circumstances apply:

- a) The child is unable by reason of physical or mental disability to attend a standard educational institution and, therefore, requires special teaching or training; or
- b) The child, while attending a standard educational institution, requires special teaching or training, to assist him or her in overcoming the disability.

50.32 The Staff Member is required to produce evidence that he or she has exhausted all other sources of benefits that may be available for the education and training of the disabled child, including those available from local governments and from the Staff Member's health insurance plan. The amount of any benefits so received shall be deducted from the expenses taken into account in calculating this special education allowance.

50.33 The education grant for disabled children is payable from the date on which the special teaching or training is required and up to the end of the year in which the child reaches the age of 25 years. The Director-General may authorize payment of a grant for a disabled child attending an institution at pre-primary level.

Repatriation Grant

- 50.34 A Repatriation Grant shall be payable to a Staff Member whom ICCROM is obligated to repatriate to his or her home country or recognized place of residence in accordance with these Regulations and Rules and when specified in the letter of appointment.
- 50.35 The following definitions shall be used in the administration of this grant:
- a) "Country of nationality" shall mean the country of nationality recognized in the pertinent Letter of Appointment;
 - b) "Dependent child" shall mean a child recognized as dependent under these staff Regulations and Rule at the time of the Staff Member's separation from service;
 - c) "Home country" shall mean the country of home leave entitlement or such other country as the Director-General may determine;
 - d) "Obligation to repatriate" shall mean the obligation to return a Staff Member and his or her spouse or recognized domestic partner and dependent children, upon separation, at the expense of ICCROM to a place outside the country of the last duty station;
 - e) "Qualifying service" shall mean two (2) years or more of continuous service and residence away from the home country and the country of nationality of a Staff Member, or the country where the Staff Member has acquired permanent resident status.
- 50.36 Staff Members who are considered internationally recruited pursuant to Staff Rule 40.1 shall be eligible for payment of the repatriation grant in accordance with **Annex B** to these Staff Regulations and Rules provided that they meet the following conditions:
- a) The Organization had the obligation to repatriate the Staff Member upon separation after qualifying service,
 - b) The Staff Member resided outside his or her home country and recognized country of nationality while serving at the last duty station;
 - c) The Staff Member has not been dismissed or separated from service on grounds of abandonment of post or terminated by ICCROM as the result of a disciplinary action;
 - d) The Staff Member has not been locally recruited under Staff Rule 40.1;
 - e) The Staff Member does not have permanent resident status in the country of the duty station at the time of separation.
- 50.37 Payment of the repatriation grant after separation of an eligible Staff Member shall require submission of documentary evidence satisfactory to the Director-General that the former Staff Member has relocated away from the country of the last duty station within 12 months of the date of separation.
- 50.38 Amount and Computation of the Grant
- a) The amount of repatriation grant for eligible Staff Members shall be computed on the basis of **Annex B** to these Staff Regulations and Rules.
 - b) When both spouses or recognized domestic partners are Staff Members and each is entitled to payment of a repatriation grant on separation from service, the amount of the grant paid to each shall be calculated so as to avoid duplication of benefits as determined by the Director-General.
 - c) In the event of the death of an eligible Staff Member, no payment shall be made unless there is a surviving spouse or recognized domestic partner or one (1) or more dependent children whom the ICCROM is obligated to repatriate. If there are one (1) or more such survivors, payment shall be made under terms and conditions established by the Director-General.

Special Post Allowance

- 50.39 Staff Members shall be expected to assume temporarily, as a normal part of their customary work and without extra compensation, the duties and responsibilities of higher-level posts. Such temporary arrangements shall not be continued for more than 12 months, unless otherwise decided by the Director-General on an exceptional basis.
- 50.40 As from the beginning of the fourth consecutive month of the assumption of duties of a higher level post, the Staff Member shall be granted a non-pensionable Special Post Allowance, the amount of which shall be equivalent to but not exceeding the salary increase (including post adjustment and dependency allowances, if any) which the Staff Member would have received had the Staff Member been promoted to the next higher level.

Payments, Contributions and Deductions

- 50.41 The normal pay period is from the first to the last day of any month. A month's pay is calculated by taking the sum of 1/12 of the base salary and applicable allowances and adjustments expressed on an annual basis.
- 50.42 Payment in lieu of notice shall be in the same amount as if the Staff Member had remained in duty status.
- 50.43 Separation payments shall be computed, as appropriate, on a monthly, weekly or daily basis less all allowances paid. Payments shall be prorated to the last day of completed service.
- 50.44 Payment for each day of accumulated annual leave shall be computed in relation to the salary and allowances paid at the date of separation.
- 50.45 The effective date of any change in salary shall be as follows:
- a) Any increase shall be effective on the date of the entitlement, except as otherwise specified by these Rules;
 - b) Any decrease shall be effective from the first of the month following completion of the required notice period.
- 50.46 All payments to Staff Members shall be made in such currencies and at such rates of exchange as the Director-General may determine in line with ICCROM's financial Regulations, Rules and relevant administrative policies.
- 50.47 Deductions from salaries, including separation payments, may be made for:
- a) The Staff Member's contributions to the United Nations Pension Fund and for health insurance premiums approved by the Director-General;
 - b) For indebtedness to ICCROM;
 - c) For payment of debts or other obligations to third parties and typically upon receipt of an applicable court order or directive for child support payment, but only when the Director-General specifically authorizes any deduction for this purpose.

Salary Advances

- 50.48 Salary advances may be made to Staff Members under the following circumstances and conditions:
- a) Upon departure on extended official travel or on approved leave involving absence from duty for 17 or more calendar days, including the end-month pay day in the amount that would fall due for payment during the anticipated pay period(s) occurring during the Staff Member's absence;
 - b) In cases where Staff Members have not received their regular pay, through no fault of their own, in the amount due;

- c) Upon separation from service, where final settlement of pay accounts cannot be made at the time of departure, subject to the advance not exceeding 80 per cent of the estimated final net payments due;
- d) In cases where new Staff Members arrive at a duty station without sufficient funds, in such amount as the Director-General may deem appropriate;
- e) Upon change of official duty station, in such amounts as the Director-General may deem appropriate;
- f) The Director-General may, in exceptional and compelling circumstances, and if the request of the Staff Member is supported by a detailed justification in writing, authorize an advance for any reason other than those enumerated above;
- g) Salary advances other than those referred to in subparagraphs (a), (b) and (c) above shall be liquidated at a constant rate as determined at the time the advance is authorized, in consecutive pay periods, commencing not later than the period following that in which the advance is made;
- h) Salary advances are further regulated in **Annex A** to these Regulations and Rules;
- i) Failure to refund any advances or repay any overpayments to ICCROM, will constitute misconduct under these Rules and may give rise to a disciplinary measure.

Taxation

- 50.49 All Staff Members, regardless of contract type, are individually responsible for compliance with income tax law and regulations of their country of citizenship and/or residence or relevant fiscal jurisdiction. ICCROM will endeavor to provide Staff Members with requested documentation to facilitate such compliance. Any taxes imposed on ICCROM salary and allowances or benefits are not compensated or equalized by ICCROM separately, or within its compensation package.

Separation Payment for General Service Staff

- 50.50 A General Service Staff Member whose salary is based on the Headquarters salary scale shall be paid on separation from ICCROM for any reason, or on promotion to the Professional category of staff, a separation payment. See: **Annex C** (General Service Separation Payment Scheme).
- 50.51 The Director-General may authorize an advance on the separation payment for the purchase of a house. The separation payment may be used as collateral for the purchase of a home. See: **Annex A** (Advances and Loans) to these Staff Regulations and Rules.

Retroactivity of Payments

- 50.52 A Staff Member who has not been receiving an allowance, grant or other payment to which he or she is entitled shall not receive retroactively such allowance, grant or payment unless the Staff Member has made written claim:
- a) In the case of the cancellation or modification of the staff rule governing eligibility, within three (3) months following the date of such cancellation or modification;
 - b) In every other case, within 12 months following the date on which the Staff Member would have been entitled to the initial payment.
- 50.53 ICCROM may exercise its right to recover any overpayment or any payment erroneously made or granted within 12 months from the date the payment was made or received in good faith or shall lose the right to be reimbursed retroactively by the Staff Member.

CHAPTER 6

REGULATION 6

ATTENDANCE AND LEAVE

6.1 Staff Members shall be allowed appropriate paid annual leave. The Director-General may make provisions for other types of paid and unpaid leave, as he or she deems appropriate.

6.2 With the exception of absences from work under medical leave and during officially designated holidays, all other absences from work must be specifically approved by ICCROM, under conditions established by the Director-General.

STAFF RULE 60

ATTENDANCE AND LEAVE

Working Hours and Attendance

- 60.1 During designated working hours, Staff Members shall be available for the performance of official functions. The Director-General shall establish normal working hours and official holidays for each duty station where ICCROM operates. The Director-General may make exceptions as the needs of service require, and Staff Members shall be expected to work beyond normal working hours when requested to do so and required by the circumstances, but not on a continuous basis.
- 60.2 Full-time Staff Members are subject to call to duty at any time. The normal workweek shall be 37.5 hours, excluding one (1) hour for lunch five (5) days a week. The Director-General shall establish the workweek and starting and finishing hours in accordance with the needs of each location where ICCROM has a presence. Subject to the approval of the Director-General adjustments may be made to the normal work week as necessary to comply with local requirements and/or practice.
- 60.3 Consistent with the work requirements of ICCROM, the Director-General may establish flexible working hours that ensure continuity of service, but which may start and finish at different times for different Staff Members within prescribed limits. Such a system may also be used to provide flexible working arrangements to contribute to a better work-life balance for Staff Members.
- 60.4 A Staff Member unable to report for duty on a workday shall notify his or her supervisor. Failure to provide notification without proper justification may result in disciplinary action.
- 60.5 No salary payments shall be paid to Staff Members in respect of periods of unauthorized absence from work, unless such absence is determined by ICCROM to be due to reasons beyond the Staff Member's control. Payment of salary may be withheld pending a determination as to whether the absence was due to reasons beyond the Staff Member's control. If the absence is determined to be for reasons beyond the Staff Member's control, the salary withheld shall be paid.

Alternative Working Arrangements

- 60.6 Consistent with the work requirements of ICCROM, the Director-General may establish a system of alternative working arrangements for the purpose of providing a work environment that is sufficiently flexible to accommodate ICCROM's needs, as well as those of Staff Members, in achieving a reasonable level of work-life balance. As a general principle, any system of alternative working arrangements must in no way impair ICCROM's productivity or level of service and the authorization and continuation of such arrangements is at the discretion of the Director-General.
- 60.7 Subject to the exigences of service and at the sole discretion of the Director-General, Staff Members may be allowed to work on a part-time basis. See: **Annex H** Modified conditions of Service Applicable to Staff Members on Part-time Employment.

Official Holidays

- 60.8 ICCROM shall observe 10 working days as official holidays per year. Eight (8) of the 10 shall be determined in advance and communicated to Staff Members at the beginning of each year. The official holidays shall be fixed, as far as practicable, according to the most commonly observed holidays in the specific duty station where ICCROM has an office. The remaining two holidays shall be taken at the discretion of individual Staff Members, subject to the needs of ICCROM and with the knowledge and agreement of the respective supervisor. The two (2) discretionary days may not be carried forward from one (1) year to the next and if not taken shall be forfeited.
- 60.9 If one of the official holidays to be observed falls on a non-working day, ICCROM shall identify a workday as replacement. Subject to operational requirements, the replacement date shall be as close as possible to the date on which the official holiday should have been observed.
- 60.10 When the exigencies of the service so demand, Staff Members may be required to work on an official holiday.

Overtime and Compensatory Leave

- 60.11 A Staff Member in the General Service who is required to work in excess of the working week established for the duty station shall be given compensatory time off or may receive additional payment, under conditions established by the Director-General.
- 60.12 Should the exigencies of service permit, and subject to the prior approval of the Director-General occasional compensatory time off may be granted to Staff Members serving in the Professional and higher categories who have been required to work substantial or recurrent periods of overtime. (See: **Annex F** to these Staff Regulations and Rules).

Annual Leave

- 60.13 A Staff Member in full pay status earns annual leave at the rate of 2.5 working days for each calendar month of service. The Staff Member is entitled and expected to take leave in the leave year in which it is earned. Annual leave for part-time service is further developed in **Annex H**.
- 60.14 The "leave year" in ICCROM runs from 01 March of one year to 28/29 February of the following year.
- 60.15 Authorization Annual leave must be formally authorized before it is taken. It will be authorized in accordance with a leave schedule established by the Director-General in the light of anticipated requirements of the service.
- 60.16 Annual leave does not accrue during:
- Sick leave on half-pay status;
 - While on suspension from duty without pay;
 - Special Leave;
 - Annual leave for which the Staff Member receives cash reimbursement.
- 60.17 Advance Annual Leave: The Director-General may authorize up to 10 working days of advance annual leave. A Staff Member who has been authorized to take advance annual leave will not be granted further annual leave until the outstanding advance has been recuperated by subsequent accrued annual leave.
- 60.18 Recall to duty: Staff Members on authorized annual leave may be recalled to duty by the Director-General. If a Staff Member is instructed by the Director-General to perform official duties during a period of annual leave, the period of duty involved is not charged to annual leave.
- 60.19 Illness: If a Staff Member falls ill while on annual leave, the period of illness shall be charged as sick leave in lieu of annual leave, provided that an appropriate medical certification is submitted.

- 60.20 Carry-forward: Staff Member may not carry more than 10 days of annual leave earned during any of the preceding 12 months of the “leave year” shall be carried forward beyond the last day of February each year. Leave credits in excess of these 10 days shall be forfeited.
- a) The Leave credit on the account of a Staff Member shall not exceed 10 days on 1 March (i.e., beginning of the “leave year” in ICCROM) of any year.
 - b) The carry forward limitation of 10 days per ICCROM leave year does not apply to Staff Members who have been on certified sick leave or maternity leave for three (3) or more consecutive months, in which case the full leave balance is carried forward to the following leave year.
 - c) Where a Staff Member has been prevented from taking a part of his/her annual leave because of exigencies of service, the Director-General may authorize him/her to carry forward more than 10 days of accrued leave from one leave year to the next, provided that the days in excess of 10 on 01 March be taken no later than 30 June within the new ICCROM leave year, in agreement with the Director-General.

Home Leave

- 60.21 Internationally recruited professional Staff Members holding indefinite or Fixed-term appointments, who serve and reside outside their country of nationality or officially recognized place of residence (home leave country), shall be entitled once in every 36 months to home leave at ICCROM’s expense. The purpose of home leave is for Staff Members to spend a reasonable period of annual leave in the home leave country with a view of maintaining effective connection with their culture, family and national interests. The home leave country shall be established at the time of initial recruitment.
- 60.22 A Staff Member shall be eligible for home leave provided that the following conditions are fulfilled:
- a) While performing his or her official duties the Staff Member continues to reside in a country other than that of his or her nationality or officially recognized place of residence;
 - b) The Staff Member’s service is expected by the Director-General to continue at least six (6) months beyond the date of his or her return from any proposed home leave; and in the case of the first home leave, at least six (6) months beyond the date on which the Staff Member will have completed 36 months of qualifying service;
 - c) Staff Members whose eligibility under paragraph (b) above is established at the time of their appointment shall begin to accrue service credit towards home leave from that date. Staff Members who become eligible for home leave subsequent to appointment shall begin to accrue such service credits from the effective date of their becoming eligible;
 - d) A Staff Member whose spouse or recognized domestic partner benefits from home leave at the expense of another organization shall not be eligible home leave at ICCROM’s expense.
- 60.23 In exceptional and compelling circumstances, the Director-General may authorize home leave to a country other than the country of nationality or officially recognized place of residence. A Staff Member requesting such authorization will be required to satisfy the Director-General that the Staff Member maintained normal residence in such other country for a prolonged period preceding his or her appointment to ICCROM, that the Staff Member continues to have close family and personal ties in that country and that the Staff Member’s taking home leave there would not be inconsistent with the purposes and intent this Rule. In such a case, the travel expenses borne by ICCROM shall not exceed the cost of travel to the country of nationality or recognized place of residence.
- 60.24 A Staff Member’s home leave shall fall due upon completion of 36 months of qualifying service. After falling due, home leave may be taken within 12 months, subject to the exigencies of service.
- 60.25 Advance Home Leave: A Staff Member may be granted advance home leave, provided that normally not less than 24 months of qualifying service have been completed or that normally not

less than 24 months of qualifying service have elapsed since the date of return from his or her last home leave. The granting of advance home leave shall not advance the eligibility for, or the due date of, the next home leave. The granting of advance home leave shall be subject to the conditions for the entitlement being subsequently met. If these conditions are not met, the Staff Member will be required to reimburse the costs paid by ICCROM for the advance travel.

- 60.26 Delayed Home Leave: If a Staff Member delays taking his or her home leave beyond the 12 month period after which it falls due, such delayed leave may be taken without altering the time of his or her next and succeeding home leave entitlements, provided that normally not less than 24 months of qualifying service elapse between the date of the Staff Member's return from the delayed home leave and the date of his or her next home leave departure.
- 60.27 A Staff Member may be required to take his or her home leave in conjunction with travel on official business or change of official duty station, due regard being paid to the interests of the Staff Member and his or her family.
- 60.28 A Staff Member shall be entitled to claim, in respect of authorized travel on home leave, transportation expenses for himself and/or herself and eligible family members between the official duty station and the place of home leave and return to the duty station. ICCROM shall reimburse for home leave transportation costs actually incurred but such reimbursement shall not exceed the cost of the most economical return airfare from the duty station to the country of home leave regardless of the mode and class of accommodation used by the traveler.
- 60.29 A Staff Member whose spouse or recognized domestic partner and/or recognized dependents benefit from home leave travel at the expense of another organization is not entitled to reimbursement of home leave travel expenses by ICCROM.
- 60.30 If both spouses or recognized domestic partners are Staff Members who are eligible for home leave, each Staff Member shall have the choice either of exercising his or her own home leave entitlement or of accompanying the spouse or recognized domestic partner. A Staff Member who chooses to accompany his or her spouse or recognized domestic partner shall be granted travel time appropriate to the travel involved. Dependent children whose parents are Staff Members, each of whom is entitled to home leave, may accompany either parent. The frequency of travel shall not exceed the established periodicity of the home leave both with regard to Staff Members and to their dependent children, if any.
- 60.31 A Staff Member travelling on home leave shall be required to spend no less than seven calendar days, exclusive of travel time, in his or her home leave country. The Director-General may request a Staff Member, on his or her return from home leave, to furnish satisfactory evidence that this requirement has been fully met.

Special Leave

- 60.32 Special leave may be granted at the request of a Staff Member holding Indefinite or Fixed-term appointments for advanced study or research in the interest of ICCROM, sabbatical, in cases of extended illness, for childcare or for other important reasons for such period of time and under the conditions as the Director-General may prescribe. Individuals on Special Leave remain Staff Members of ICCROM during such Special Leave, and his or her obligations under these Regulations and Rules continue until the separation from service. Special leave for sabbatical purposes is specifically regulated in **Annex G** of these Staff Regulations and Rules. For specific procedures regarding other types of Special Leave, see: **Annex E** of these Regulations and Rules.
- 60.33 Before a Staff Member is granted Special Leave without pay, he or she must exhaust his or her accrued annual leave credit.
- 60.34 Special leave is normally without pay. In exceptional circumstances, special leave with full or partial pay may be granted.

- 60.35 Family leave: Subject to conditions established by the Director-General, family leave may be granted as follows:
- a) Child care: As special leave without pay (beyond the maternity and/or paternity leave provided under these Regulations and Rules) for a period of up to 12 months for a Staff Member who is the mother or father of a newly born or adopted child, with a possibility of extension for up to an additional 12 months in exceptional circumstances. The right of a Staff Member to be reabsorbed after the end of such special leave without pay shall be fully protected;
 - b) Death of Immediate Family Member: As special leave with pay for up to three (3) days (plus one (1) day of travel time or two (2) days in case of intercontinental travel) to meet responsibilities connected with the death of a member of the immediate family of the Staff Member (spouse or recognized domestic partner, child, parent, brother, sister or grandparent) including the immediate family of the Staff Member's spouse or recognized domestic partner.
- 60.36 Short-term Appointments: Staff Members holding a Short-term appointment may exceptionally be granted special leave, with full or partial pay or without pay, for compelling reasons for such period as the Director-General deems appropriate.
- 60.37 Special Leave for Administrative Purposes: In exceptional cases, the Director-General may, at his or her initiative, place a Staff Member on special leave with full or partial pay or without pay if he or she considers such leave to be in the interest of the Organization.
- 60.38 Civic Responsibilities: Special leave with full, partial or without pay may be granted to a Staff Member required to meet civic responsibilities.
- 60.39 Continuity of service shall not be considered broken by periods of special leave with or without pay. However, Staff Members shall not accrue service credits towards sick, annual and home leave, salary increment, termination indemnity and repatriation grant during periods of special leave with partial pay or without pay exceeding one (1) month.
- 60.40 Periods of special leave with partial pay or without pay exceeding one (1) month shall not be counted towards accrued years of service for eligibility requirements for an Indefinite Appointment.
- 60.41 The effective date of separation of a Staff Member on Special Leave with full, partial or no pay shall be determined subject to the applicable notice period in accordance with the provisions set out in these Regulations and Rules.

Approval and Reporting of Leave

- 60.42 The granting and scheduling of compensatory leave, annual leave, home leave, special leave with full, partial or with no pay is subject to the exigencies of the service and must be approved in advance by the authorized official of ICCROM, taking into account the personal circumstances of the Staff Member. All leave taken shall be promptly reported and recorded.
- 60.43 Other forms of leave related to the social benefits of Staff Members are contained in Chapter 7 of these Regulations and Rules. For specific procedures regarding Special Leave, see: **Annex E** to these Regulations and Rules.

Part-time Employment

- 60.44 A Part-time work schedule may be established at the initiative of ICCROM where it is deemed preferable to a full-time post or at the request of Staff Member. The decision of whether the functions involved may be performed on a part-time basis, rests solely with ICCROM.
- 60.45 Staff Members who occupy a full-time post may request permission to work for a certain period of time on a part-time basis by making a written submission to the Director-General for approval. The exigencies of service are paramount in the consideration of requests for temporary part-time employment and there is no automatic right to part-time employment.

- 60.46 Staff Members may be requested to return to (or to assume) full-time employment if the exigencies of service so demand subject to 30 day's written notice to that effect. In such case, the Staff Member working on a part-time basis may be appointed to the same post on a full-time basis without undergoing a new competitive selection process.
- 60.47 Part-time conditions of service are further regulated in **Annex H** to these Staff Regulations and Rules.

CHAPTER 7

REGULATION 7

SOCIAL SECURITY PROVISIONS

7.1 Provision shall be made for the participation of Staff Members in the United Nations Joint Pension Fund in accordance with the Regulations of that Fund.

7.2 The Director-General shall establish a scheme of social security for Staff Members, including provisions for health protection, sick leave, maternity and paternity leave, and reasonable compensation in the event of illness, accident or death attributable to the performance of official duties on behalf of ICCROM.

STAFF RULE 70

SOCIAL SECURITY PROVISIONS

UN Pension Fund

- 70.1 Staff Members of ICCROM with Indefinite or Fixed-term appointments of six (6) months minimum and who complete six (6) months of service without interruption of more than 30 calendar days shall participate in the United Nations Joint Staff Pension Fund (UNJSPF) provided their participation is not excluded under their Letters of Appointment.
- 70.2 The United Nations Administrative Tribunal shall be competent to hear and pass judgment upon applications alleging nonobservance of the Regulations of the United Nations Joint Staff Pension Fund presented by a Staff Member eligible as a participant in the UNJSPF or by any other person who can show that he or she is entitled to rights under the said Regulations by virtue of the participation of a Staff Member. Applications may be presented directly to the Administrative Tribunal. A Staff Member who presents such a direct application shall inform the Director-General thereof.
- 70.3 Pensionable remuneration shall mean the remuneration defined in the Regulations and Rules of the UNJSPF as they may be amended from time to time. Participants shall contribute seven-point nine percent (7.9%) of their pensionable remuneration to the Pension Fund. The tables which reflect current pensionable remuneration shall be made available to all staff whenever they are updated by the United Nations or the UNJSPF.

Insurance Scheme

- 70.4 All Staff Members shall participate in ICCROM's various insurance schemes in accordance with and under the conditions established by the Director-General. Depending on the specific coverage, Staff Members' eligible dependents may also be covered in accordance and under the conditions established by the Director-General. Staff Members shall contribute to the cost as established by the Director-General.
- 70.5 The Director-General may require all Staff Members to participate in an insurance scheme that provides coverage for Staff Members traveling and working to certain locations or ICCROM duty stations.
- 70.6 Participation in ICCROM health insurance is compulsory for Staff Members holding Indefinite, Fixed-term and Short-Term appointments of six (6) months or more. Exceptions may be made by the Director-General when the person concerned already participates in another health insurance plan which provides coverage worldwide.
- 70.7 ICCROM may conclude agreements or insurance contracts with public and private bodies, or on its own behalf or on behalf of its Staff Members with a view to ensuring the payment of social security benefits or other indemnities to which the staff is entitled.

Sick Leave

- 70.8 A Staff Member who is medically unfit for work shall notify ICCROM of his or her incapacity by the most rapid means of communication. If he or she is absent for more than three working days, the Staff Member shall produce a medical certificate indicating, if possible, the probable duration of the absence. Such certificate which may omit the diagnosis for privacy reasons, shall be sent to ICCROM, while a copy indicating the diagnosis shall be sent to the FAO Medical Service. Staff Member on sick leave must keep ICCROM informed of any movement out of the duty station or change of address during sick leave.
- 70.9 Certified Sick Leave: A Staff Member who is certified medically unfit for work shall be entitled to sick leave for a period calculated with due regard to the length of his or her service and, in the case of Staff Members holding Fixed-term appointments, for the unexpired portion of his or her appointment as follows:
- a) If these equal three (3) years, for not more than nine (9) months on full pay and nine (9) months on half pay in any period of four (4) consecutive years.
 - b) If these equal or exceed one (1) year but a total of less than three (3) years, for not more than three (3) months on full pay and three (3) months on half pay in any period of twelve (12) consecutive months.
- 70.10 A Staff Member who is absent on certified sick leave for more than fifteen (15) consecutive working days shall produce a new medical certificate and shall renew it for any further absence every 15 days, except in circumstances beyond his or her control.
- 70.11 A Staff Member who has exhausted his or her entitlement to certified sick leave on full pay may take accrued annual leave before being placed on sick leave with half pay.
- 70.12 During a period of certified sick leave, or at the end of it, a Staff Member may be required to undergo a medical examination by a physician chosen by ICCROM. In that event, the physicians' fees shall be paid by ICCROM. Further sick leave may be refused if the Director-General is satisfied that the Staff Member is able to return to duty.
- 70.13 A Staff Member may be required at any time to submit a medical report as to his or her condition or to undergo a medical examination by a physician chosen by ICCROM. When, in the opinion of the physician chosen by ICCROM, a medical condition impairs the Staff Member's ability to perform his or her functions, the Staff Member may be directed not to attend the office and requested to seek treatment from a duly qualified medical practitioner. The Staff Member shall comply promptly with any direction or request under this Rule.
- 70.14 When there is a serious difference of opinion on the medical facts relating to a Staff Member's ability to perform his or her duties, or regarding sick leave, the matter may be referred to an independent medical practitioner, designated in common agreement between the Staff Member and the Director-General.
- 70.15 A Staff Member shall immediately notify ICCROM, directly or through the FAO Medical Service, of any case of contagious disease occurring in his or her household or of any quarantine order affecting the household. In such a case, or in the case of any other condition that may affect the health of others the Staff Member will be excused from attendance at the office. If so, the Staff Member shall receive full salary and other emoluments for the period of authorized absence.
- 70.16 The FAO Medical Officer may authorize a Staff Member to take half-time sick leave if in his or her opinion the Staff Member's state of health does not allow him or her to work on a full-time basis, or if it is desirable for therapeutic purposes, that the Staff Member partially resume duties after a period of sick leave. Such authorization shall be granted for a period not exceeding three (3) months and may be extended in exceptional circumstances.
- 70.17 Entitlement to certified sick leave shall cease on the date of termination of a Staff Member's appointment. If any further absence is necessary when the Staff Member has exhausted his or her entitlement to sick leave under these Regulations and Rules, he or she shall be placed on

special leave without pay until such time as he or she can resume his or her duties or until the expiration or termination of his or her appointment.

- 70.18 In the event that a Staff Member who has exhausted his or her entitlement under these Regulations and Rules and cannot be expected to return to active duty within a reasonably early period, and in any case of disability continuing beyond a period of 18 months, the matter shall be referred for action pursuant to the Rules of the UNJSPF.
- 70.19 Uncertified Sick Leave: A Staff Member may take uncertified sick leave for up to seven (7) working days in any 12-month period when incapacitated for the performance of his or her duties by illness or injury. Part or all of this entitlement may be used to attend to family-related emergencies. Non-certified absences in excess of three consecutive working days shall be deducted from the Staff Member's annual leave, or, if there is no annual leave credit, charged as special leave without pay.
- 70.20 Sick leave during annual leave: When sickness of more than five working days in any seven-day period occurs while a Staff Member is on annual leave, including home leave, sick leave may be approved subject to appropriate medical certification.
- 70.21 Sick leave during Maternity Leave: Sick leave shall not normally be granted for maternity cases except where serious complications arise.

Maternity Leave

- 70.22 All Staff Members with appointments of 12 months or more shall be granted paid maternity leave subject to the conditions established by the Director-General. Staff Members with appointments of less than 12 months are not entitled to paid maternity leave.
- 70.23 Maternity leave shall extend for a period of 16 weeks from the time it is granted. Maternity leave is paid with full salary and allowances including Pension Fund. Upon request by the Staff Member, a further period of up to eight (8) weeks of maternity leave may be granted. Any such extension will be remunerated at partial pay equivalent to 30 percent of the base salary and allowances paid to the Staff Member. During the extension period the Staff Member may continue to participate in the Pension Fund provided the Staff Member continues to pay her full contribution to Fund.
- 70.24 For a period of up to nine (9) months after the end of maternity leave, a nursing mother may absent herself from duty for up to a total of one (1) hour a day for the purpose of nursing her child.
- 70.25 Staff Members on maternity leave shall continue to accrue annual leave provided that the Staff Member returns to service for at least six (6) months after the completion of the maternity leave approved or up to the end of their appointment, whichever comes first.
- 70.26 During maternity leave on full or partial pay, both ICCROM and the Staff Member will continue to pay their respective portions of the premiums to the ICCROM health insurance scheme. In order for the child to be included in the ICCROM health insurance plans an official birth certificate must be presented as soon as possible after the birth.
- 70.27 The appointment of a Staff Member on maternity, paternity or adoption leave may not be terminated while the Staff Member is on leave for any reason other than for serious misconduct.
- 70.28 Should the appointment of a Staff Member expire while the Staff Member is on maternity leave, the appointment shall be extended to cover a total of 16 weeks of maternity leave. Normally, maternity leave must be taken continuously but in exceptional circumstances may be taken in separate periods, as authorized by the Director-General. Maternity leave must be used within 12 months from the date of the child's birth and, if not taken during that time period, it shall be forfeited. The maternity leave period and entitlement is the same for single and multiple (e.g. twin) births.

- 70.29 Staff Members with appointment of less than 12 months shall be granted up to a maximum of 16 weeks of unpaid maternity leave or up to the end of their appointment whichever is less. During the period of unpaid maternity leave, the Staff Member shall have the option of continuing with medical insurance coverage in which case both ICCROM and the Staff Member shall pay their respective portions of the premiums to the ICCROM health insurance scheme. Normally, unpaid maternity leave must be taken continuously but in exceptional circumstances may be taken in separate periods, as authorized by the Director-General. Unpaid maternity leave must be used prior to the expiration of the appointment and, if not used within that period, shall be forfeited.

Paternity Leave

- 70.30 All Staff Members with appointments of 12 months or more shall be entitled to paid paternity leave of up to four (4) weeks upon presentation of the birth certificate of the Staff Member's child. Staff Members with appointments of less than 12 months are not entitled to paternity leave.
- 70.31 Normally, paternity leave must be taken continuously but in exceptional circumstances may be taken in separate periods, as authorized by the Director-General. Paternity leave must be used within 12 months from the date of the child's birth and, if not taken during that time period, it shall be forfeited.

Adoption Leave

- 70.32 All Staff Members with appointments of 12 months or more shall be entitled to a total period of up to four (4) weeks paid adoption leave (and up to 16 weeks in the case of a child adopted under the age of one (1) year) upon presentation of satisfactory evidence of the legally valid adoption of a child of up to the age of 18 years.

Compensation for death, injury or illness attributable to service

- 70.33 Staff Members shall be entitled to compensation in the event of illness, injury or death attributable to the performance of official duties on behalf of ICCROM. The entitlement of a Staff Member to such compensation shall be specified by the Food and Agriculture Organization (FAO) Compensation Plan, in which ICCROM participates. (A document detailing the FAO Compensation Plan is available to all Staff Members as **Appendix 4** to this Regulations and Rules).

Grant in Case of Death

- 70.34 In accordance with the conditions prescribed by the Director-General, in the case of death in service of a Staff Member, ICCROM shall pay a grant to the surviving spouse or recognized domestic partner and recognized dependent children or to his or her recognized secondary dependents. (See: **Annex D**, Grant in case of death in service of a Staff Member).

Subrogation Rights

- 70.35 When a Staff Member incurs an illness or accident for which a third party may be wholly, or in part, liable and for which the Staff Member is placed on medical leave or special leave under the conditions established for that purpose, ICCROM shall have automatic subrogation in respect to the Staff Member's rights against third parties, up to the amount of the remuneration which ICCROM paid. In such cases, ICCROM will be able to claim from the third party any benefits or payments ICCROM makes to a Staff Member for which the third party is liable.

CHAPTER 8

REGULATION 8

TRAVEL AND RELOCATION

8.1 Subject to conditions and definitions prescribed by the Director-General, ICCROM shall pay travel expenses of eligible Staff Members and, in appropriate cases, their dependents.

8.2 Subject to conditions and definitions determined by the Director-General and taking into account family size and distance of travel, ICCROM shall pay relocation costs for eligible Staff Members upon appointment, on subsequent change of their official duty station, and upon separation from service.

STAFF RULE 80

TRAVEL AND RELOCATION

Official Travel of Staff Members

- 80.1 Subject to conditions established by the Director-General ICCROM shall pay the travel expenses of Staff Members when required to travel on official duty.
- 80.2 All travel at the expense of ICCROM shall be the most economical fare, unless otherwise authorized by the Director-General, and in accordance with existing policies. Travel expenses paid by ICCROM for official missions shall include the cost of tickets and such additional expenses (excess baggage, airport taxes, telephone, etc.) as may be approved by the Director-General. Unapproved expenses shall be borne by the traveler.
- 80.3 For internationally recruited professional Staff Members and subject to the conditions established by the Director-General ICCROM shall pay the travel expenses of such Staff Members as follows:
- On initial appointment from the country of nationality or officially recognized place of residence to the duty station or, at the option of ICCROM, from the place of recruitment if different;
 - On change of duty station;
 - On separation from service, except in cases of abandonment of post, from the duty station to the officially recognized place of residence, or to any other place provided that the cost to ICCROM does not exceed that for the travel to the officially recognized place of residence;
 - On home leave, if eligible for this benefit;
 - In case of illness or injury requiring special facilities for treatment of a Staff Member whom ICCROM has the obligation to repatriate or who is on official travel, to the nearest place where such facility exists, or other appropriate cases, when, in the opinion of the Director-General, there are compelling reasons for paying such expenses.
- 80.4 The Director-General may reject any claim for payment or reimbursement of travel expenses that are incurred by a Staff Member in contravention of any provision of these Regulations and Rules.

Official Travel of Eligible Dependents

- 80.5 Eligible dependents of internationally recruited Professional Staff Members on Indefinite and Fixed-Term appointments of 12 months or more, recognized as eligible for purposes of travel at ICCROM's expense are:
- A spouse or recognized domestic partner;
 - Each child meeting the definition of dependent under these Regulations and Rules.
- 80.6 ICCROM shall pay the travel expenses for a Staff Member's spouse or recognized domestic partner and dependent children if the Staff Member is entitled to that benefit and as specified in

these Regulations and Rules upon appointment, change of duty station and separation from service of the Staff Member.

- 80.7 ICCROM shall pay the travel expenses from the place of the duty station to the country of nationality or recognized place of residence for a child of the Staff Member whom ICCROM is obligated to repatriate and who is no longer a dependent, provided the travel takes place no later than 12 months after cessation of the dependency status.
- 80.8 Travel expenses of dependents of eligible dependents shall only be paid with respect to a spouse or recognized domestic partner and/or dependent children who settle at the Staff Member's duty station for at least six (6) months. Staff Members have an obligation to report to ICCROM the date of arrival of his or her dependents in the duty station.
- 80.9 ICCROM shall not pay the travel expenses of dependents of Staff Member holding Short-term appointments.

Loss of Entitlement to return travel expenses

- 80.10 A Staff Member holding an Indefinite or Fixed-term appointment who resigns before completing one (1) year of service or within six (6) months following the date of his or her return from travel on home leave shall not be entitled to payment of return travel expenses for himself or herself and family members unless the Director-General determines that there are compelling reasons for authorizing such payment.
- 80.11 A Staff Member holding Short-term appointment who resigns before completing the full term of his or her appointment shall not be entitled to payment of return travel expenses for himself or herself unless the Director-General determines that there are compelling reasons for authorizing such payment.
- 80.12 Entitlement to return travel expenses shall cease if travel has not commenced within 12 months of the date of separation.

Travel Per Diem

- 80.13 A Staff Member shall be paid a travel per diem during any period of authorized travel as provided under these Regulations and Rules and further regulated **Annex K**. The per diem allowance shall comprise ICCROM's total contribution towards meals, accommodation, transportation, incidental expenses and other such payments made for eligible costs incurred by the Staff Member for official purposes while travelling on official duty.

Authorization to Travel

- 80.14 Before travel is undertaken, travel shall be authorized in writing. In exceptional cases, Staff Members may be authorized to travel on oral orders, but such oral authorization shall require immediate written confirmation.

Transportation of Personal Effects and Removal of Household Goods

- 80.15 An entitlement to the transportation of personal effects and removal of household goods¹⁰ shall arise with respect to internationally recruited Staff Members holding Indefinite or Fixed-term appointments under the following circumstances and in accordance with conditions established by the Director-General:
- a) On initial appointment, provided the Staff Member is expected to serve at the new duty station for a period of two (2) years or longer;
 - b) On change of duty station, provided that the Staff Member is expected to serve at the new duty station for a period of two (2) years or longer;

¹⁰ For purposes of these Staff Regulations and Rules, the term "personal effects and household goods" shall mean effects and goods normally required for personal or household goods excluding animals and power-assisted vehicles.

- c) On separation from service, or within 12 months following the effective date of separation, except in cases of abandonment of post and as the result of termination of contract due to disciplinary action.
- 80.16 Transportation costs shall be payable by the most economical means at rates and under the conditions established by the Director-General, as follows:
- a) From the Staff Member's country of nationality or recognized place of residence to the duty station;
 - b) From the current duty station to a new duty station;
 - c) Upon separation from service, from the duty station to the country of nationality or recognized place of residence, or to any other place provided that the cost to ICCROM does not exceed that for transportation to the country of nationality or officially recognized place of residence.
- 80.17 The eligibility for transportation of personal effects and household goods shall be stated in the Letter of Appointment. ICCROM will reimburse eligible Staff Members for actual expenses incurred up to the maximum allowable. The maximum amount that can be transported at ICCROM's expense are established in **Annex L** to these Rules and Regulations. Storage costs shall not be reimbursed except in so far as they are incidental to transportation.
- 80.18 ICCROM does not reimburse Staff Members for the cost of insurance connected with the transportation of personal effect and household goods. In no case shall ICCROM accept any responsibility for loss of or damage to of personal effects and household goods.

Home Leave Travel

- 80.19 The Home Leave entitlement is regulated under Chapter 6 of these Regulations and Rules. Home Leave travel is considered official travel and the eligibility requirements for the benefit are regulated under Staff Rule 60.
- 80.20 The maximum benefits provided by ICCROM shall be the cost of travel between the duty station and the Staff Member's country of nationality or recognized place of residence or the actual destination whichever is less. Travel time shall not be charged to the Staff Member's annual leave, but the time spent at the home leave country or place shall be charged to annual leave.

Illness or Accident during Travel on Official Business

- 80.21 ICCROM shall pay or reimburse reasonable hospital and medical expenses, insofar as they are not covered by other arrangements, which may be incurred by Staff Members who become ill or are injured while in travel status on official business.

Travel and Transportation in Case of the Death of a Staff Member

- 80.22 Unless provided by other parties, on the death of a Staff Member or his or her spouse or recognized domestic partner, or dependent child or children, when ICCROM had an obligation to repatriate the deceased, ICCROM shall pay the expenses of preparing and transporting the remains. The maximum transportation costs borne by ICCROM shall not exceed those from the last place to which the deceased traveled at ICCROM's expense to the Staff Member's country of nationality or officially recognized place of residence. The deceased Staff Member's spouse or recognized domestic partner, and dependent children shall be entitled to travel and transportation, if ICCROM has an obligation to repatriate them.
- 80.23 In the case of a Staff Member who dies in service and who was eligible for the transportation of personal effects and household goods upon separation, ICCROM shall pay for such costs from the duty station to the country of nationality or recognized place of residence.

CHAPTER 9

REGULATION 9

SEPARATION FROM SERVICE

9.1 Staff Members may resign from ICCROM upon giving the Director-General notice as set forth in these Regulations and Rules.

9.2 The Director-General may terminate the appointment of a Staff Member in accordance with the terms and conditions of his or her appointment, or for any of the reasons set forth in these Regulations and Rules.

9.3 If the Director-General terminates an appointment, the Staff Member shall be given notice in accordance with the terms and conditions set forth in these Regulations and Rules.

9.4 Staff Members shall not be retained in ICCROM's service beyond the pertinent age of mandatory retirement at 60, 62 or 65 years of age depending on when the Staff Member commenced participation in the UNJSPF, except that exceptional extensions may be authorized by the Director-General, when he or she considers it to be in ICCROM's interest but in no event beyond the age of 68 years.

STAFF RULE 90

SEPARATION FROM SERVICE

Definition

90.1 Any of the following actions shall constitute separation from the service of ICCROM:

- a) Resignation;
- b) Separation by mutual agreement;
- c) Abandonment of post;
- d) Retirement or early retirement;
- e) Dismissal for misconduct and/or serious misconduct;
- f) Expiration of Appointment;
- g) Termination for reasons of health;
- h) Termination for unsatisfactory performance and/or unsuitability for international service;
- i) Termination due to abolition of post;
- j) Termination due to the non-confirmation of the probationary period;
- k) Death.

Resignation

90.2 A resignation, within the meaning of these Regulations and Rules, is a separation initiated by a Staff Member, including for internationally recruited professional Staff Members by failure to accept reassignment. Unless otherwise specified in the Staff Member's Letter of Appointment, and subject to the conditions stated in these Regulations and Rules, Staff Members with appointments of 12 months or more may resign upon giving 60 days' notice. Staff Members with appointments of less than 12 months may resign upon giving 30 days' notice. The Director-General may waive the required notice period at his or her discretion.

90.3 An internationally recruited professional Staff Member holding an appointment of 12 months or more who resigns before completing 12 months of service forfeits all entitlement to repatriation

transportation at ICCROM's expense for himself or herself and all dependents. The same applies for Staff Members holding an appointment of less than 12 months that is subsequently extended resulting in an uninterrupted period of service of 12 months or more. The Director-General may waive this provision in case of resignation compelled by exceptional circumstances.

Separation by Mutual Agreement

- 90.4 An appointment may be terminated, at the sole discretion of the Director-General, upon the agreement of the Director-General and the Staff Member when such action would be in the interest of the Organization. The mutual agreement separation terms shall be agreed to in writing between the Staff Member and ICCROM and expressly approved by the Director-General.

Abandonment of Post

- 90.5 Abandonment of post is a separation initiated by the Staff Member other than by way of resignation. A Staff Member who is absent from duty without satisfactory explanation for more than 10 working days shall be considered to have abandoned his or her post and his or her appointment shall be terminated. For appeals of such administrative actions, see **Annex M**.

Mandatory Age of Retirement

- 90.6 Except in the case of the Director-General, the mandatory age of retirement for Staff Members shall be as follows:
- a) A Staff Member whose participation in the UNJSPF commenced prior to 01 January 1990, at age 60;
 - b) A Staff Member whose participation in the UNJSPF commenced on or after 01 January 1990, at age 62;
 - c) A Staff Member whose participation in the UNJSPF commenced on or after 01 January 2014, at age 65.
- 90.7 The Director-General may authorize an exception to mandatory age of retirement if such action is considered to be in the interest of ICCROM; in which case, an extension of the mandatory age of retirement may be made up to but not beyond 68 years of age.

Dismissal for Misconduct and Serious Misconduct

- 90.8 A Staff Member may be dismissed for misconduct, consistent with the disciplinary procedures under these Regulations and Rules. A Staff Member found to have engaged in misconduct shall be given 30 days' termination notice or payment in lieu regardless of the type of appointment the Staff Member holds.
- 90.9 A Staff Member may be summarily dismissed for serious misconduct, if the seriousness of the situation warrants it, consistent with the disciplinary procedures under these Regulations and Rules. In a case of summary dismissal due to serious misconduct, the Staff Member shall not be entitled to any notice of termination or payment in lieu thereof.
- 90.10 Sexual exploitation and sexual abuse constitute serious misconduct.
- 90.11 A Staff Member may be dismissed for misconduct if facts anterior to the appointment of the Staff Member and relevant to his or her suitability come to light that, if they had been known at the time of his or her appointment, should, under the standards established under these Regulations and Rules, have precluded his or her appointment.

Expiration of Appointment, Notice for Non-Renewal and Effective Date

- 90.12 Fixed-Term and Short-term appointments carry no right of extension or expectation of extension or renewal. In the absence of any written offer and acceptance of extension or renewal, such appointments shall end on the completion of the agreed period of service. Nevertheless, ICCROM will observe the following notice periods:
- a) For Staff Members with appointments of 12 months or more, 60 days of notice;

- b) For Staff Members with appointments of less than 12 months, 30 days of notice or, in the case of appointments of 30 days or less, half the term of the appointment.
- 90.13 The Director-General may, at his or her sole discretion, pay for notice periods in lieu of notice, including in situations where the notice period given is shorter than that specified. Such payments shall be deemed to constitute full notice as provided for under these Regulations and Rules.
- 90.14 When a Staff Member's appointment is due to expire during a period of maternity leave, the appointment shall be extended to cover the period of approved maternity leave except for Staff Members with appointments of less than 12 months where the maternity leave shall end on the expiry date of the appointment.
- 90.15 Notice of termination may be served during periods of maternity, paternity or adoption leave but the effective date of separation shall be at the end of the period of approved leave. Notice of termination may be served to Staff Members on other types of leave and the effective date of separation shall be the expiry date of the leave, or the end of the notice period, whichever is later.
- 90.16 For all internationally recruited professional Staff Members the effective date of separation is that date on which it is calculated that the Staff Member, by departing promptly after completion of his or her duties, is able to reach his or her officially recognized place of residence by a route and means of transport designated by ICCROM.
- 90.17 In case of death of a Staff Member, the effective date of separation is the date of death.

Termination for Reasons of Health

- 90.18 A Staff Member may be terminated as a result of long-term illness as provided in Chapter 7 of these Regulations and Rules.
- 90.19 Staff Members whose appointment is terminated under these Regulations and Rules shall be given notice as herein provided.

Termination due to Unsatisfactory Performance or Unsuitability for International Service

- 90.20 A Staff Member's appointment may be terminated if his or her performance is determined to be unsatisfactory by ICCROM or if ICCROM determines that he or she is unsuited to international service. It shall be considered unsatisfactory performance if the Staff Member does not or cannot perform effectively the functions of the post to which he or she is assigned.
- 90.21 The Staff Member shall be deemed to be unsuitable for international service if he or she fails to establish and maintain satisfactory working relationships with other Staff Members, or with external stakeholders including government, partner and donor counterparts, fails to follow instructions from managers, fails to comply with the terms and conditions of his or her appointment, the Regulations and Rules, or other ICCROM policies or whose personal conduct brings disrepute to ICCROM.
- 90.22 Prior to termination action for unsatisfactory performance or unsuitability for international service, a Staff Member shall be given a written warning and a reasonable period of time of at least 30 days to improve his or her performance.
- 90.23 A Staff Member whose appointment is terminated under this Rule shall be entitled to a notice period as provided for in these Rules.

Termination due to Abolition of Post

- 90.24 The appointments of Staff Members may be terminated if the post the Staff Member occupies is abolished as a consequence of a re-structuring, change of functions, end or suspension of the programme or part of the programme funding the post, discontinuation or non-availability of funds, or if the financial situation of ICCROM, as determined by the Director-General, requires an adjustment to the number of Staff Members.
- 90.25 In accordance with conditions and procedures established by the Director-General, reasonable efforts shall be made to reassign Staff Members on Indefinite or Fixed-Term appointments whose

Posts have been abolished subject to the availability of suitable vacant Posts in which their services can be effectively utilized. Reassignment is not applicable to extra-budgetary funded Posts when the programme or part of the programme has ended or been suspended. Reassignment may be considered for individuals on Short-term contracts who meet the necessary requirements for other posts in which their services may be effectively utilized.

- 90.26 The paramount consideration for retention in the service of ICCROM in a situation of abolition of post shall be the necessity of securing the highest standards of efficiency, competence and integrity with emphasis given to the performance, qualifications and experience of the Staff Members concerned and the needs of ICCROM.
- 90.27 Staff Members on secondment or loan to ICCROM shall not be considered for re-assignment or retention and should their Posts be abolished they shall be returned to their respective parent organization. However, the Director-General may decide otherwise, if such decision is deemed to be in the best interest of ICCROM.

Termination Indemnity

- 90.28 Staff Members who commenced employment on or after 01 March 1997 and whose appointment is terminated, shall be paid an indemnity in accordance with the following provisions:
- a) Except as provided in Rule 90.31 below the termination indemnity shall be paid in accordance with the following schedule:

Completed Years of Service with ICCROM	Months of Pay of Net Base salary		
	Indefinite-term Appointment	Fixed-Term Appointments	Short-term Appointments of Six Months or more
Less than 1	Nil	One week for each month of uncompleted service, subject to a minimum of six weeks and a maximum of three (3) month's indemnity pay.	One week for each month of uncompleted service subject to a minimum of six weeks' and a maximum of three (3) months indemnity pay.
1	Nil		
2	3		
3	3		
4	4		
5	5		
6	6	3	
7	7	5	
8	8	7	
9	9	9	
10	9.5	9.5	
11	10	10	
12	10.5	10.5	
13	11	11	
14	11.5	11.5	
15 or more	12	12	

- 90.29 A Staff Member whose appointment is terminated for reasons of health shall receive an indemnity equal to the indemnity provided under paragraph (a) above reduced by the amount of any disability benefit that the Staff Member may receive under the Regulations of the United Nations Joint Staff Pension Fund for the number of months to which the indemnity rate corresponds;
- 90.30 A Staff Member whose appointment is terminated for unsatisfactory service or who for disciplinary reasons is separated from service for misconduct other than by dismissal may be paid, at the discretion of the Director-General, an indemnity not exceeding one half (50%) of the indemnity provided under paragraph (a) above;
- 90.31 No indemnity payments shall be made to:
- a) A Staff Member who resigns, except where termination notice has been given and the termination date agreed upon;
 - b) A Staff Member who has a Fixed-Term or Short-term appointment that is completed on the expiration date specified in the Letter of Appointment;
 - c) A Staff Member who is dismissed or summarily dismissed;
 - d) A Staff Member who abandons his or her post;
 - e) A Staff Member who is retired under the Regulations of the United Nations Joint Staff Pension Fund;
- 90.32 Short-term Staff Members with contracts of less than six (6) months are not entitled to a termination indemnity but shall be provided notice of termination in accordance with these Regulations and Rules.

Termination due to the Non-Confirmation of the Probationary Appointment

- 90.33 Pursuant to procedures established by the Director-General, if, during the probationary period, a Staff Member's performance or conduct is not satisfactory, or if he or she is found unsuited to international service, the Staff Member's appointment shall be terminated. The Staff Member shall be given 30 days' notice of termination.

Benefits and Entitlements

- 90.34 Upon separation from service, Staff Members shall receive the benefits and entitlements to which they are entitled and as provided for under these Regulations and Rules.

Obligations upon Separation

- 90.35 On separation and in accordance with the pertinent separation clearance procedures in place, Staff Members must account for and return in good condition any property of ICCROM loaned to them, including electronic equipment such as laptops and mobile telephones, as applicable as well as all analog and digital records in their possession including emails. They must return any identity cards issued by ICCROM to them and eventually to their eligible dependents, and any other identify cards or permits issued by the local authorities.
- 90.36 Staff Members who, on the date of separation still have charged to them any advance of salary or annual leave will have any such amounts deducted from their payment on separation except that in case of death, where no claim is made for any advanced leave. If Staff Members are otherwise indebted to ICCROM appropriate deductions are made from any benefits or payments due to them.
- 90.37 Handover Report: All Staff Members whose period of service exceeds six (6) months are required to prepare a Handover Report prior to their separation date. The Handover Report, a copy of which must be submitted electronically to the respective Supervisor, shall contain the following information:
- a) Brief description of on-going duties and commitments;
 - b) Operational guidance to carry out functions of the post;

- c) List and description of important documents and their location; and
 - d) The status of on-going projects and significant pending issues.
- 90.38 Performance Evaluation: For all Staff Members, whose period of service exceeds six (6) months and separating from ICCROM, the respective Supervisors are required to prepare a performance evaluation covering the most recent unreported period during which the Staff Member was under his or her supervision.
- 90.39 Certification of Service: A Staff Member, who so requests, shall on leaving the service of ICCROM be given a certificate relating to the nature of his or her duties and the length of his or her service. On written request of the Staff Member concerned, the certificate may also refer to the quality of his or her performance and official conduct.

CHAPTER 10

REGULATION 10 DISCIPLINARY MEASURES

10.1 The Director-General may impose disciplinary measures on Staff Members whose conduct is deemed unsatisfactory. The Director-General may summarily dismiss a Staff Member for serious misconduct.

STAFF RULE 100 DISCIPLINARY MEASURES

Misconduct and Disciplinary Measures

- 100.1 Failure by a Staff Member to comply with his or her obligations under the Staff Member's appointment, the Staff Member Regulations and Rules, or any other ICCROM policies and procedures may amount to misconduct or serious misconduct and may lead to the initiation of a disciplinary process and the imposition of disciplinary measures.
- 100.2 Where the Staff Member's failure to comply with his or her obligations or observe the standards of conduct of an international civil servant is determined by the Director-General to constitute misconduct or serious misconduct, such Staff Member may be required to reimburse ICCROM either partially or in full for any financial loss suffered by ICCROM as a result of his or her actions, if such actions are determined to be willful, reckless, or grossly negligent.
- 100.3 The decision to launch an investigation into allegations of misconduct, to institute a disciplinary process and to impose a disciplinary measure shall be within the discretionary authority of the Director-General or officials with delegated authority to do so.
- 100.4 The Director-General may impose disciplinary measures on Staff Members for misconduct, including serious misconduct. Taking into account the gravity of the offense, the Director-General may impose one or a combination of any of the following disciplinary measures:
- a) Written Censure;
 - b) Deferment, for a specified period, of eligibility for a salary increment;
 - c) Deferment, for a specified period, of eligibility for advancement to a higher grade
 - d) Suspension without pay for a defined period;
 - e) Fine;
 - f) Deferment, for a specified period, of eligibility for consideration for promotion;
 - g) Demotion to a lower grade with deferment, for a specified period, of eligibility for consideration for promotion;
 - h) Separation from service, with notice of or compensation in lieu of notice; and with or without;
 - i) Summary dismissal without notice of termination.
- 100.5 Measures other than those listed under these Rules shall not be considered as disciplinary measures for the purposes of this Chapter. These include, but are not limited, to the following administrative measures:
- a) Oral or written warnings or reprimands to be placed in a Staff Member's file for a specific period of time;
 - b) Recovery of monies owed to ICCROM;
 - c) A period of paid administrative leave with full or partial pay during a review or investigation of a matter.

- 100.6 A Staff Member shall be provided with the opportunity to comment on the facts and circumstances prior to the issuance of a written or oral reprimand.
- 100.7 Adverse materials shall not be included in a Staff Member's file unless these have been shown to the Staff Member concerned and the Staff Member is thereby given an opportunity to make comments thereon.

Due Process in the Investigation and Disciplinary Process

- 100.8 The Director-General may initiate the disciplinary process where credible and sufficient information indicates that misconduct may have occurred. In such cases, no disciplinary measure, except as otherwise provided below and elsewhere in these Regulations and Rules, may be imposed on the Staff Member, unless the Staff Member has been notified of the charges made against him or her and has been given an opportunity to respond to those charges. The notification and the response shall be in writing, and the Staff Member shall be given a reasonable period of time from receipt of the notification within which to submit the Staff Member's response.
- 100.9 Any disciplinary measure imposed on a Staff Member shall be proportionate to the nature and gravity of his or her misconduct.

Administrative Leave Pending Investigation and Disciplinary Process

- 100.10 A Staff Member may be placed on administrative leave at any time pending an investigation and until the completion of the disciplinary process, if the Director-General considers that continuance of the Staff Member in the workplace is likely to prejudice the interests of the investigation process or ICCROM, including the effect on other Staff Members. In any event, the administrative leave period shall, so far as practicable, not exceed 90 days. Administrative leave shall normally be with pay, unless the Director-General decides that exceptional circumstances warrant administrative leave without pay.
- 100.11 A Staff Member placed on administrative leave (with or without pay) pursuant to these Rules shall be given a written statement containing the reason for the suspension, his or her status during the suspension, and its estimated duration. If the Staff Member is suspended without pay and it is determined following the conclusion of an investigation that the Staff Member did not engage in misconduct, the salary withheld shall be paid.
- 100.12 Administrative Leave shall be with full pay except:
- a) In cases in which there is probable cause that a Staff Member has engaged in serious misconduct, such as violence, sexual exploitation and/or sexual abuse, or;
 - b) When the Director-General decides that exceptional circumstances exist which warrant placement of a Staff Member on administrative leave with partial or without pay.
- 100.13 Placement on administrative leave with or without pay shall be without prejudice to the rights of the Staff Member and shall not constitute a disciplinary measure within the meaning of these Regulations and Rules.

CHAPTER 11

REGULATION 11

APPEALS

11.1 The Director-General shall establish an administrative mechanism with Staff Member participation to advise him or her when an Staff Member lodges an appeal against an administrative decision alleging the non-observance of his or her terms of appointment, including all pertinent regulations and rules, and administrative issuances in force at the time of alleged non-compliance, or against disciplinary action.

11.2 Any dispute that cannot be resolved internally, arising between ICCROM and a Staff Member regarding the alleged non-observance of his or her appointment terms, or a disciplinary action taken by ICCROM, shall be referred ultimately to the International Labour Organization Administrative Tribunal (ILOAT) for consideration and judgment.

STAFF RULE 110

DISPUTE RESOLUTION AND APPEALS

Effect of Appeals on Administrative Action and Confidentiality

- 110.1 The filing of an appeal under these Rules shall in no way delay the implementation of the administrative action against which the Staff Member brings the appeal.
- 110.2 Unless otherwise agreed to by the Staff Member and ICCROM, the entire appeal process, including the proceedings for the ILOAT shall be kept in the strictest confidence by the Parties.

Informal Resolution

- 110.3 An Staff Member who considers that a decision does not comply with his or her appointment or terms and conditions of employment, including all relevant Staff Member Regulations and Rules, and any other relevant policies, administrative procedures, notices, rules and orders in force at the time of alleged non-compliance is encouraged without delay to attempt to have the matter resolved informally by sending a written request to meet with the supervisor or manager who took the contested decision.
- 110.4 The supervisor or manager who took the contested decision, or an authorized subordinate, shall meet with the Staff Member within 10 days of receipt of the request and shall inform the Staff Member of his or her determination with respect to the contested decision within 10 days of the meeting, unless both parties agree that further time is needed for the informal resolution of the dispute.
- 110.5 A Staff Member who has not resorted to the informal resolution process at the initial stages of a dispute may utilize the informal resolution process at a later stage and may request the ICCROM Appeals Committee to extend any applicable time limits during this attempt. The Director-General may support such request. A Staff Member may also seek the assistance of another Staff Member, including the supervisor of the supervisor or manager who took the contested decision, in communicating with his or her supervisor at any stage of the informal resolution process.
- 110.6 The Informal Resolution process is not mandatory.

Administrative Review

- 110.7 A Staff Member wishing to formally contest a decision that the Staff Member alleges does not comply with his or her appointment or terms and conditions of employment, including all relevant Regulations and Rules and any other relevant policies, administrative procedures, notices, rules, or orders in force at the time must:

- a) Initial Review by a Supervisor: As a first step, send to the applicable most senior supervisor in charge of the organizational area where the Staff Member is assigned, a request for a review of the situation including the contested decision and specifying the remedy sought. The supervisor must respond to the Staff Member within a reasonable period of time not to exceed 15 days.
 - b) Administrative Review by the Director-General: Should the result of the supervisor's review not prove satisfactory to the Staff Member, he or she may then send the Director-General a written request for an Administrative Review of the contested decision. This request for Administrative Review shall specify the decision being contested and explain the reasons for the remedy being sought. The Staff Member shall submit any relevant documentation, including a copy of the contested decision, if it is in writing.
- 110.8 The request for an Administrative Review to the Director-General shall not be receivable and further steps in the Appeals process not allowable, if it is not submitted within 30 days of the Staff Member's receipt of the relevant Director's decision or, for Staff Members who report directly to the Director-General, 30 days after the conclusion of the informal resolution process.
- 110.9 The Director-General may waive these time limits in case of illness or for other justifiable cause.
- 110.10 A request for an Administrative Review shall not have the effect of suspending any actions on or relating to the contested decision. However, the Staff Member may request suspension of action as part of the request for Administrative Review indicating why immediate implementation of the contested decision would cause irreparable harm or is otherwise justifiable.
- 110.11 The Director-General shall send a reasoned written decision to the Staff Member within 30 days of receipt of the request for an Administrative Review. The deadline for the Director-General's response may be extended when necessary for an additional 30 days.
- 110.12 A request for an Administrative Review prior to submitting an Appeal is not required from a Staff Member directly supervised by the Director-General or from a Staff Member alleging that he or she is the subject of retaliation by the Director-General. In each of these instances a Staff Member may submit an appeal directly to the ICCROM Appeals Committee.

Appeal Procedures

- 110.13 Staff Members may appeal an Administrative Review Decision to the Appeals Committee within 60 days of receipt of the decision. The Director-General shall develop and implement appropriate appeal procedures detailing the process and procedures to be followed in cases of appeals brought by such Staff Members. Such procedures are contained in **Annex M** to these Regulations and Rules.

ICCROM Appeals Committee

- 110.14 The administrative mechanism provided for in these Rules is the ICCROM Appeals Committee. The Appeals Committee shall advise the Director-General on appeals by a Staff Member against decisions alleging non-observance of his or her terms and conditions of employment.
- 110.15 The Appeals Committee shall be composed of:
- a) A Chair and an Alternate Chair appointed by the Council
 - b) A Member and an Alternate Member appointed by the Director-General; and
 - c) A Member and an Alternate Member elected by the Staff from among Staff Members with appointments of 12 months or more.
- 110.16 The Chair and the Alternate Chair should be persons from outside ICCROM with relevant legal expertise and/or administering ethics programmes, including whistleblowing protection policies is also advantageous.
- 110.17 The Chair, Alternate Chair, Members and Alternate Members shall serve for a period of two (2) years and shall be eligible for reappointment or re-election.

- a) The Director-General may at any time request permission from the Chair of Council to replace the Chair of the Appeals Committee;
- b) In exceptional circumstances, due to illness, exigencies of the service or in case of a conflict of interest, the Director-General may replace the Member and/or Alternate Member appointed by him or her;
- c) Under normal circumstances, the Chair and Members or Alternate Members shall not be replaced during on-going proceedings in specific cases and may continue to participate in those specific cases, as needed, past the duration of their two (2) year term.

110.18 Proceedings of the Committee shall require the presence of three (3) members. Members may recuse themselves or the Chair may disqualify any member or alternate member from consideration of a specific appeal on finding that such action is warranted. Members or alternates should recuse themselves or be disqualified from consideration of a specific Appeal if:

- a) They are a party to, or a principal witness in a case before the Appeals Committee;
- b) Upon challenge by either the appellant or the Director-General, if Chair decides that they should not participate due to a conflict of interest;
- c) For reasons considered valid by the Chair.

110.19 Secretary: The Director-General shall provide a Secretary to the ICCROM Appeals Committee and such support as may be required for its proper functioning. The Secretary is generally responsible to the Chair for facilitating the work of the ICCROM Appeals Committee.

110.20 All Staff Members and other persons serving on the ICCROM Appeals Committee shall render impartial and independent advice based solely on the merits of the appeal before them. Such service shall be considered as part of official duties for ICCROM.

110.21 No Staff Member shall threaten or retaliate against another for exercising his or her functions pursuant to these Regulations and Rules, specifically including functions related to disciplinary and appeals procedures.

Final Decision of the Director-General and Final Appeal

110.22 The Director-General shall send to the Staff Member a Final Decision within 20 days after the ICCROM Appeals Committee has forwarded its Report and shall attach a copy of the Report to that decision. If the Director-General does not accept the recommendations of the ICCROM Appeals Committee either in whole or in part, the Final Decision shall set out the factual or legal reasons for not accepting those recommendations.

110.23 A Staff Member dissatisfied with the Final Decision of the Director-General has the right to appeal that decision to the ILOAT.

CHAPTER 12

REGULATION 12 GENERAL PROVISIONS

12.1 These Staff Member Regulations and Rules may be supplemented or amended by the Director-General, with the approval of Council for the Regulations, without prejudice to the acquired rights of Staff Members.

12.2 The Director-General may delegate to other officers such of his or her powers, as he or she considers necessary for the effective implementation of the Regulations and Rules. Delegations shall be a matter of record.

12.3 In case of doubt as to the meaning of any of the Regulations, the Director-General shall rule thereon.

ANNEXES & APPENDICES

ANNEX A:	Salary Advances and Loans
ANNEX B:	Repatriation Grant
ANNEX C:	Separation Payment Scheme for General Service Staff Members in Rome
ANNEX D:	Grant in Case of Death of a Staff Member in Service
ANNEX E:	Special Leave Procedures
ANNEX F:	Overtime
ANNEX G:	Sabbatical Leave
ANNEX H:	Modified Conditions of Service for Part-Time Employment
ANNEX I:	Dependency Allowance
ANNEX J:	Long Service Award
ANNEX K:	Per Diem for Official Travel
ANNEX L:	Transportation of Personal Effects and Household Goods
ANNEX M:	Appeal Committee Procedures

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APPENDIX 1:	Glossary
APPENDIX 2:	FAO Compensation Plan

ANNEX A

SALARY ADVANCES & LOANS

1. Advances for Medical or Educational Expenses

- a) When this type of advance is requested the Staff Member should present an estimate from the educational institution or the doctor/hospital. ICCROM may advance up to 80% of the total amount (80% is the minimum amount which the health insurance scheme reimburses).
- b) In the case of medical expenses, the Staff Member should forward the claim for insurance reimbursement as soon as possible and provide the Accountancy Office with a photocopy of the claim (without diagnosis or private information).
- c) Reimbursement by the Staff Member should normally be made within 2-4 months; however, this may be extended for a further period following receipt of a request setting out special considerations.

2. Advances on Current Monthly Salary

- a) This type of request should be restricted to cases of serious need and in light of the provisions of Staff Rule 50.48. Staff should be aware that the accounting operation for deducting advances creates considerable delays in the overall calculation of salaries. The reimbursement should be made either by personal cheque, bank transfer, or by direct debit to the Staff Member's current salary or that of the following month.
- b) The reimbursement should always be made in the same currency as the advance.

3. Loans

- a) When the loan is requested the Staff Member should present the relative documentation, i.e., contract in the case of house purchase, receipt in the case of deposit on house rentals and any other accommodation arrangements.
- b) Establish a ceiling on the loan – for instance the total of 3 months' salary maximum – and fix a reasonable time limit for the reimbursement (e.g., 6-12 months).
- c) If the loan cannot be reimbursed within 6 months, starting from the 7th month, interest will be charged at the rate that ICCROM would receive on deposited funds (investment portfolio) plus one percentage point.
- d) A schedule should be drawn up for the reimbursement and could also be made by direct debit to the Staff Member's salary.
- e) During one ICCROM fiscal biennium an employee may request a loan or loans, up to the maximum amount of no more than three times the monthly net base salary.

4. Advances from the Separation Payment Scheme (SPS) for General Service Staff in Rome (Staff Rule 50.50 – 50.51)

This section is applicable only to Staff Members in the General Service category of staff in Rome who are entitled to the SPS provided under Staff Rule 50.50 and 50.51.

- a) The purpose of these advances against the separation entitlement of a Staff Member in the General Service category of staff in Rome will be for the purchase of a house which is to be used as his/her residence or the residence of a child of the employee.

- b) Advances from the SPS may only be granted after five years of uninterrupted service and up to a maximum of 70% of the sum accrued to the individual's account at the time of the request.
- c) As of 1st November 2014, for Staff Members who will be granted an advance of the SPS, the amount will be immediately deducted from the accumulated amount of SPS to be carried forward.
- d) The advance can only be granted upon submission of a firm commitment to purchase and a copy of the final notarial deed, to be produced within six months after the payment of the sum. If for any reason the purchase is not executed within the six-month period, the full amount of the advance is to be returned promptly to ICCROM.
- e) For cash flow planning, staff making requests should advise the Accounting Office as far in advance as possible but no less than one month prior to the requested disbursement date. The Accounting Office shall attempt to provide funds by the date requested.
- f) Given that ICCROM's funds are generally invested, it may not be possible for ICCROM to meet all requests by the dates specified; however, a best effort will be made to respond positively to requests that meet the requirements set out above.

ANNEX B

REPATRIATION GRANT

Amount of Repatriation Grant

The amount of the Repatriation Grant shall be proportionate to the Staff Member's length of service with ICCROM, as follows:

Years of Qualifying Service – (completed years of service away from home country)	Weeks of Net Base Salary	
	Staff Member with neither a spouse or recognized domestic partner nor dependent child at time of separation	Staff Member with a spouse or recognized domestic partner or dependent child at time of separation
Less than 2 years	NIL	NIL
2	4	8
3	5	10
4	6	12
5	7	14
6	8	16
7	9	18
8	10	20
9	11	22
10	12	24
11	13	26
12 Years or more	14	28

A week = 1/52 of annual net base salary

ANNEX C

SEPARATION PAYMENT SCHEME FOR GENERAL SERVICE STAFF IN ROME

1. On separation, a Staff Member of the General Service category remunerated on the basis of the Rome salary scale shall be paid a sum calculated as follows:
 - For service prior to 1980: no application;
 - For service between 01 January 1980 and 31 December 1990: 1 month of salary per 12 months of service;
 - For service between 1st January 1991 and 28th February 2014: 1 month of salary per 13.5 months of service. At the cutoff date of 28th February 2014, the amount of accrued benefit under the current Separation Payment Scheme will be calculated in accordance with the current scheme on the basis of the net base salary in effect in February 2014. This amount will be used as the basis for the new scheme and will be revaluated on a yearly basis as explained above;
 - At the end of each year an amount equal to 1/13.5 of the Staff Member's annual net base salary is put aside;
 - The annual Separation Payment Scheme amount is prorated in case the Staff Member is employed for less than one year. Periods of 15 days or more shall be considered as a full month;
 - As of 31st December of each year, any Separation Payment Scheme accrued in previous years is adjusted by increasing the accrued Separation Payment Scheme by a yearly rate of 1,5% plus 75% of the annual inflation rate of the consumer price index for families of workers and employees (*indice dei prezzi al consumo per le famiglie di operai e impiegati* – FOI) published by the Italian National Institute of Statistics (ISTAT).
 - In case of separation during the year, the 75% will be calculated based on the difference between the FOI of the month of separation and that of 31st December of the previous year.
2. In calculating the separation payment referred above, account is taken of completed months of service in addition to completed years.

ANNEX D

GRANT IN CASE OF DEATH OF A STAFF MEMBER IN SERVICE

1. Should a Staff Member die in service, a non-pensionable grant is paid by ICCROM to the surviving spouse, recognized domestic partner; if there is no surviving spouse or recognized domestic partner, the grant is paid in equal parts to the surviving dependent children; if there are no surviving spouse or recognized domestic partner or dependent children, the grant is paid to the Staff Member's recognized secondary dependents.
2. The grant shall be calculated for every completed year of continuous service on the final net base salary received by the deceased Staff Member, as follows:

Completed years of service	Grant calculated as months of final Net Base Salary
1, 2 or 3 years	3 months
4 or 5 years	4 months
5, 7, 8 years	5 months
9 years or more	6 months

ANNEX E

SPECIAL LEAVE PROCEDURES

1. Requests

To request Special Leave a Staff Member must submit a written statement to the Director-General. The submission must detail the purpose and period for which special leave is being requested as well as any other information which would enable the Director-General to consider whether such leave is to be granted, and under what conditions.

2. Salary and Allowances

- a) During periods of special leave with full pay, a Staff Member continues to receive salary and allowances as if on duty status.
- b) During periods of special leave with partial pay, a Staff Member receives allowances in the same proportion as it has been decided that the salary shall be paid, except that in the case of leave with partial pay on account of extended illness, education grant continues to be payable in full.
- c) During periods of special leave without pay, a Staff Member receives no allowances, except that in the case of leave without pay on account of extended illness, education grant continues to be payable in full.

3. United Nations Joint Staff Pension Fund

- a) Contribution to the United Nations Joint Staff Pension Fund during periods of special leave without pay or with partial pay shall be made in accordance with the Regulations and Rules of the UNJSPF.
- b) During periods of special leave with pay, the Staff Member and ICCROM each pay their normal contribution to the UNJSPF.
- c) A Staff Member on leave without pay who wishes to continue his or her contribution to the UNJSPF should so indicate in the submission. ICCROM does not contribute to the UNJSPF for a Staff Member on special leave without pay.

4. Medical Insurance

- a) When a participant in one or more of ICCROM's medical insurance plans is granted special leave with pay the Staff Member and ICCROM each pay their respective contribution to the medical plan or plans.
- b) A Staff Member granted special leave with partial pay or without pay on account of extended illness may continue to participate in the medical insurance. The Staff Member will continue to pay his or her respective contributions to the plan or plans. (See also: Staff Rule 7 Sick Leave)

ANNEX F

OVERTIME

1. Conditions

- a) Overtime is authorized time worked in excess of the scheduled work week established for the duty station or time worked on official holidays or equivalent days of rest.
- b) Work performed during the lunch period, or for a period of less than one hour beyond the normal working schedule is not considered overtime; but the time may be recovered on the first available opportunity which does not disrupt the normal working schedule.
- c) Staff Members who work overtime during both weekend days are entitled to take compensatory time off on the following first day of the week, or on another day of that week selected by the Staff Member with the agreement of the Director-General.
- d) Staff Members may not work overtime for more than 12 hours in any calendar week (Monday to Sunday), or more than 25 hours in any calendar month, unless the Director-General so authorizes in advance.

2. Compensation

- a) Staff Members in the Professional category are not compensated for overtime, but if they have been required to work substantial or recurrent periods of overtime, they may be granted occasional time off at the discretion of the Director-General.
- b) Compensation for General Service staff is normally granted in the form of compensatory leave, but the staff member receives compensatory pay if time-off cannot be granted owing to the exigencies of service.
- c) Staff Members in the General Service category who are required to work overtime are compensated at the rate of one-and-a-half the time worked, whether compensated by leave or by cash. The compensation is rounded to the lower half hour.

3. Budgetary Implications

- a) If compensation is to be given in the form of cash payment, availability of funds must be certified prior to overtime being worked. Requests for compensation of overtime by cash payment must be submitted to the accountancy office before the 10th day of the month following the month on which overtime was carried out. Requests for uncompensated overtime for days worked in previous months shall not be taken into consideration.
- b) Compensatory pay is calculated on the basis of the monthly net salary of the staff member divided by 165 (i.e. total of working hours in a month) and multiplied by the number of hours of overtime worked at the applicable rate (i.e., time-and-a-half).

ANNEX G

SABBATICAL LEAVE

1. General

- a) Sabbatical leave may be granted to Staff Members holding Indefinite or Fixed-term contracts. Sabbatical leave addresses proposals made by the Staff Members which entail personal training or study projects to be carried out externally. These projects should contribute to the development of the professional potential of the staff member and to the growth of ICCROM.
- b) The proposals made by Staff Members will be assessed by management in light of: i) the professional potential of the Staff Member; and ii) the possibilities for further developing ICCROM.

2. Frequency and Length

A staff member cannot be given permission to follow a study or training programme for personal development which exceeds six months, nor more than once every ten years.

3. Conditions

The continuity of the service is a priority. Approval can only be granted if the financial and organizational measures which allow for the continuity of work are guaranteed. Sabbatical leave cannot be granted to more than one Staff Member per year.

4. Administrative Conditions

ICCROM will continue to pay its portion of the social benefits in favour of the staff member during his/her study or training programme.

5. Financial implications

- a) For financial implications, the recommendations made by the Council will be taken into consideration.
- b) The Director-General will ensure that a full Policy on Sabbatical Leave is developed and implemented which will specifically regulate the criteria for evaluation and granting sabbaticals as well as the financial aspects including the percentage of salary Staff Members may receive while on Sabbatical Leave.
- c) Candidates may also receive financial assistance from grant programmes outside ICCROM.
- d) All operational costs related to travel, subsistence, didactic material and participation are the responsibility of the Staff Member.

6. Academic Conditions

To evaluate the academic opportunities, the recommendations made by the Council will be taken into consideration. The following issues will be analyzed:

- a) The content, objectives, criteria for success, strategy and methodology against the expected result.
- b) The usefulness of the programme to improve performance for the staff member and ICCROM as well as the need for the staff member to use this experience in the framework of his or her career at ICCROM.

7. Procedures

- a) The candidate will present a proposal to the Director-General one year prior to the commencement of the biennium in which the staff member wishes to carry out his or her project.

- b) The proposal will include a concise description of the programme: objectives, criteria for success, strategy, methods, institutions involved, planning, expected outcome, pertinence of the programme to ICCROM, and the degree to which the programme will improve ICCROM.
- c) The Director-General will examine together with the Council the organizational and financial aspects of the programme.
- d) Final approval of the staff member's proposal lies with the Director-General.

8. Obligations

- a) The Staff Member who carries out a training or study programme on Sabbatical Leave will be removed from his or her responsibilities for the entire length of the programme.
- b) Within four months of his or her return, the Staff Member will provide the Director-General with a report which includes the professional activities undertaken, the institutions visited, the results of his or her work along with an evaluation of the final results attained in relation to the anticipated results, and the benefits for him or her and ICCROM.

ANNEX H

MODIFIED CONDITIONS OF SERVICE APPLICABLE TO STAFF MEMBERS ON PART-TIME EMPLOYMENT

1. Part-time staff covers

- a) Staff Members on 50% reduced work schedule (also referred to as staff on half-time).
- b) Staff Members on 80% reduced work schedule.
- c) Staff Members on a reduced ad hoc work schedule.

2. Hours of work

- a) One half of the scheduled workday to be performed either in the mornings or afternoons, during the working week.
- b) Four full working days per working week as established by the duty station subject to written agreement by the supervisor indicating the day of the week on which the Staff Member will not work.

3. Official holidays

- a) Staff Members working half-time five days per week shall be entitled to all the official ICCROM holidays.
- b) Staff Members working four full days per week shall be entitled to an official ICCROM holiday if it falls on a scheduled day of work but shall not receive an alternate day off if the official holiday falls outside a scheduled day of work.

4. Length of service

Unless otherwise specified, for the purpose of determining length of service, the period in part-time employment shall be considered as 50% for a), and 80% for b) of the period of time credited had the Staff Member been in full-time service.

5. Salary

- a) The net salary of part-time staff will be 50% for a), and 80% for b) of that paid to full-time staff at equal grade and step. [For staff in the Professional and higher category, where Post Adjustment is part of the salary, the post adjustment amount will also be for a) 50%, and for b) 80% of that paid to full-time staff at equal grade and step.]
- b) The waiting period for a within grade salary increment for all part-time staff (a, b & c) will be the same as for full-time staff all the same grade and step.

6. Family Allowances

The same provisions governing dependency allowances, i.e. spouse or recognized domestic partner allowance, children's allowance, disabled child allowance in respect of full-time staff will apply to all (a, b & c) part-time staff.

7. Education grant

Part-time staff (a, b & c) eligible for education grant in favour of a child will be granted such entitlement under the same conditions as full-time staff eligible for the grant.

8. Overtime

Part-time staff who may, on occasion, be required to work in excess of their regular a) 50%, or b) 80% schedule will be compensated at the straight hourly rate for additional hours worked up

to the number of hours worked by full-time staff. For each additional hour thereafter compensation for overtime as set out in Staff Rule 06.8 will apply.

9. Annual Leave

- a) Part-time staff working five half days a week will accrue annual leave at the rate of 1.25 full working days per month of service. Such staff shall not be allowed to take annual leave for periods of less than 4 consecutive hours (i.e. a half full day). Such part-time staff may accumulate days of leave but is expected to take these in the leave year in which earned, and no more than 10 part-time days (i.e. 5 full days) will be carried forward beyond the last day of February of any year.
- b) A Staff Member requesting such part-time employment should first bring his/her accrued leave balance to 30 full working days or less prior to conversion to part-time employment. In cases where the leave balance has not been brought down to the required number, i.e., 30 full-time days, before part-time begins, the days in excess will be forfeited.
- c) Part-time staff working four full days per week will accrue annual leave at the rate of 2 full working days per month of service. Such staff shall not be allowed to take annual leave for periods of less than 4 consecutive hours (i.e., a half full day). Such part-time staff may accumulate days of leave but is expected to take these in the leave year in which earned, and no more than 10 part-time days (i.e., 8 full days) will be carried forward beyond the last day of February of any year.
- d) A Staff Member requesting such part-time employment should first bring his/her accrued leave balance to 48 full working days or less prior to conversion to part-time employment. In cases where the leave balance has not been brought down to the required number, i.e. 48 full-time days before part-time begins, the days in excess will be forfeited.
- e) a) & b) Once conversion to part-time employment has been implemented, a Staff Member cannot use accrued annual leave to remain on full pay status.
- f) a) & b) If upon separation a part-time Staff Member has accrued annual leave, he/she will be paid a sum of money in commutation of such accrued leave up to a maximum of 60 part-time working days, i.e., 30 full working days for staff under a), and 48 full working days for staff under b).
- g) a), b) & c) All other provisions under Staff Rule 08.1, Annual Leave will apply to part-time staff on a pro-rata basis.

10. Sick leave

The same provisions governing sick leave in respect of full-time staff will apply to all part-time staff (a, b & c). However, during sick leave staff under a) will receive 50% and staff under b) will receive 80% of the salaries and allowances that would be payable to full-time staff. Sick leave cannot be taken for any periods of less than a half full day for both a) and b). The calculations for prolonged sick leave will be adjusted to ensure that a Staff Member working part-time will be granted the same number of months of sick leave that he/she would have been granted had he/she been working full-time.

11. Maternity, Paternity and Adoption Leave

The same provisions governing maternity, paternity and adoption leave in respect of full-time staff will apply to all part-time staff (a, b & c). However, during maternity and adoption leave part-time staff under a) will receive 50% and under c) will receive 80% of the salaries and allowances payable to full-time staff.

12. Participation in the United Nations Joint Staff Pension Fund (UNJSPF)

- a) Part-time staff are entitled to participation in the United Nations Joint Staff Pension Fund in accordance with the Regulations of the Fund. A change to part-time employment will not

interrupt the continuity of participation. The entitlement to and the amount of benefits resulting from part-time employment will be in the ratio which it bears to full-time employment, i.e. 50% under a) and 80% under b). The pensionable remuneration used for the calculation of benefits is the amount which would have been applicable had the employment been full time. Contributions on the basis of 50% or 80% for a) and b) respectively of that amount will continue to be made at the ratio of 2/3 for ICCROM and 1/3 for the Staff Member.

- b) Alternative UNJSPF arrangements: staff not wanting to suffer losses in their pension entitlement will be allowed to contribute to the Pension Fund at the same level as if they were working full-time at the following conditions: (i) for the part-time worked: 2/3 ICCROM, 1/3 Staff Member; (ii) for the time not worked: 100% Staff Member. A decision in this respect has to be made before conversion to a reduced work schedule can be implemented.
- c) A part-time participant who is on special leave without pay will be entitled to count such leave without pay as contributory service in the Pension Fund provided, he or she pays the whole contribution to the Fund through ICCROM during the period of leave without pay.

13. Medical insurance

Part-time staff in active service will be eligible for health insurance coverage under the same terms and conditions as full-time staff.

14. Compensation for illness, injury or death

The compensation benefits payable under these Staff Regulations and Rules in the event of illness, injury or death attributable to service will be the same as those of full-time staff except that the amount of salaries and allowances will be that applicable to part-time staff, i.e., for a) 50%, and for b) 80% of the amount payable when serving full-time. Part-time staff will be covered by the compensation plan only during the working hours indicated in the written arrangements covering part-time employment.

15. Home leave travel

Part-time staff eligible for home leave travel will be granted such travel and related entitlement with the same frequency and conditions as full-time staff, but will be paid for A) 50% and b) 80% of the expenses which would have been paid in respect of full-time staff, subject to accrued benefits for which entitlement would be paid according to the respective proportions of full-time and part-time work during the relevant period.

16. Travel upon separation and related entitlement

Upon separation from service, eligible part-time staff will be entitled to return travel under the same conditions as full-time staff, provided the appropriate service requirements have been met. Such staff will also be entitled to the same unaccompanied shipment and removal entitlement as full-time staff, provided their combined period of full-time and part-time service is equivalent to the periods of service required of full-time staff for the exercise of such entitlement. A period of part-time service will be counted for a) as 50% and for b) as 80% of the period for these purposes, i.e. one year of part-time service will be counted as six months of full service for a), and nine and a half months of full service for b).

17. Repatriation grant

For the purpose of payment of repatriation grant, periods of service in part-time employment will be counted for a) as 50% and for b) as 80% of the period in fulltime employment and will be added to any prior service already completed in fulltime employment. The repatriation grant will be calculated on the salary scale as applicable to full-time staff on the last month of service.

18. Separation Payment for General Service staff

For the purpose of separation payment for staff in the General Service category periods of service on part-time employment will be counted for a) as 50% and for b) as 80% of the period in full-time employment and added to any prior period of service already completed in full-time employment. The separation payment will be calculated on the salary scale in force as applicable to full-time staff for the last month of service.

19. Termination indemnity

For the purpose of payment of termination indemnity, periods of service in part-time employment will be counted for a) as 50% and for b) as 80% of the period in fulltime employment and will be added to any prior service already completed in fulltime employment. The termination indemnity will be calculated on the salary scale as applicable full-time staff on the last month of service.

20. Grant in case of death

For the purpose of the grant in case of death periods of service in part-time employment will be counted for a) at 50% and for b) at 80% of length of service in full-time employment in full-time employment and the total number of years thus served will determine the amount of grant to be paid.

21. Transportation in case of death

ICCROM shall pay for transportation costs in case of death whether the Staff Member was working fulltime or on a reduced work schedule.

ANNEX I

DEPENDENCY ALLOWANCE

1. Staff Members holding Indefinite or Fixed-term appointments of one year or more are entitled to receive a non-pensionable family allowance in respect of a dependent spouse or recognized domestic partner and dependent children.
2. For staff in the Professional and higher categories the dependency allowances are as follows:
 - a) The allowance for a dependent spouse or recognized domestic partner is recognized through the application of Staff Assessment rates at the “dependency” rates.
 - b) For each dependent child, other than a disabled child, the equivalent of EUR 2,229 per annum;
 - c) For a dependent child declared to be physically or mentally disabled, either permanently or for a period expected to be of long duration, the equivalent of EUR 4,458 per annum
3. For staff in the General Service category the amount of the dependency allowances is established at the same time and with the same methodology adopted for the determination of the salary scale.
4. Where there is no dependent spouse or recognized domestic partner, no allowance shall be paid for the first dependent child, in respect of whom the dependency rate of staff assessment is applicable. However, if the first dependent child is disabled, an allowance equivalent EUR 2,229 is payable.
5. Where there is no dependent spouse or recognized domestic partner a single allowance is payable for one of the following secondary dependents: father, mother, brother or sister, in an amount periodically determined by the International Civil Service Commission (ICSC). A dependent spouse or recognized domestic partner is a spouse or recognized domestic partner whose gross occupational earnings during a calendar year do not exceed the gross salary of the General Service salary scale applicable to the G-1 Step 1 in Rome.
6. When it is necessary to compute a US dollar or a euro value of the spouse’s or recognized domestic partner’s earnings, or offsets to children’s allowances for the year under consideration, the average UN Operational Rate of exchange for the last six months of the year is applied.
7. For spouses or recognized domestic partners working in Italy the Net Taxable Income shown on the official documents (MOD 101, MOD 730, MOD Unico, CUD, etc.) should be taken and multiplied by 1.11.
8. A former spouse or recognized domestic partner is not considered as a dependent. If legal separation has occurred, the Staff Member should produce evidence of contribution toward support in order to claim dependency allowance.
9. When there is no dependent spouse or recognized domestic partner, a dependency allowance shall be payable for one secondary dependent who is either the father or mother, or a brother or sister of the Staff Member and for whom the Staff Member provides at least one third of the dependent’s total income including that provided by the Staff Member, in cash and in kind, and at least twice the amount of the allowance claimed. The dependent allowance when there is no dependent spouse or recognized domestic partner is periodically determined by the International Civil Service Commission (ICSC).
10. A dependent child is any of the following children under the age of 21 for whom the Staff Member provides the main and continuing support, provided that if aged 18 and over the child is in full time attendance at an educational institution:
 - a) the Staff Member’s naturally or legally adopted child;
 - b) the Staff Member’s step-child, if residing with the Staff Member;

- c) any other child residing with the Staff Member subject to the documentary evidence that the Staff Member has legal responsibility for the child as a member of the family, and that legal adoption is not possible (*“enfants recueillis”*).
- 11. A child declared to be physically or mentally incapacitated for substantial gainful employment, either permanently or for a period expected to be of long duration, is, if otherwise eligible, recognized as a dependent child at any age without the need to attend an educational institution.
- 12. Staff Members claiming a child as dependent must provide certified evidence that they provide the child’s main and continuing support.
- 13. With a view to avoid duplication of benefits and in order to achieve equity between Staff Members who receive dependency benefits from any source external to ICCROM and those who do not receive such benefits, the dependency allowance for a child shall be reduced by the amount received from the external source.
- 14. If both parents are Staff Members, dependency benefits for children are paid to either parent, at their option.
- 15. Staff Members should report immediately any changes in the status of a family member that may affect the benefits deriving from such dependency status, if necessary, by providing adequate documentary evidence in support of their claims.
- 16. Dependency allowances are paid with the Staff Member’s regular monthly salary payments.

ANNEX J

LONG SERVICE AWARD

1. ICCROM recognizes the long-term service of Staff Members with continuous service of 20 years or more on Indefinite and/or Fixed-term appointments.
2. The Award shall consist of an engraved silver plate plus a cash bonus, the amount of which is determined by the Director-General. The presentation of the award should be made, if possible, in an ICCROM recognition ceremony, at the beginning of the year following the completion of 20 years of service.
3. Human Resources is responsible for:
 - a) Notifying the eligible Staff Members of the Award.
 - b) Notifying the Office of the Director-General of the names of Staff Members who will reach 20 years of service in any given year.
 - c) Provide Logistics with the information to be included in the silver plate.
4. The Office of the Director-General is responsible for setting the date when the recognition ceremony is to take place in collaboration with the Staff Member(s) and the respective supervisor(s) involved.
5. Logistics is responsible for:
 - a) Obtaining and submitting to Human Resources an estimate for the engraved silver plate
 - b) All logistical arrangements for the recognition ceremony.
6. The relevant managers are responsible for making presentations at the recognition ceremony on the service and contributions of the Staff Member(s) honored.
7. A picture of the ceremony will be placed in ICCROM's website.

ANNEX K

PER DIEM FOR OFFICIAL TRAVEL

1. This procedure governs the way the organization covers the cost of lodging, board and incidental expenses incurred by Staff Members while on official travel.¹¹ Normally, hotel accommodation expenses are directly paid or reimbursed by ICCROM, while a per diem is provided for meals and incidental travel expenses. The per diem is a payment in lieu of reimbursement for actual subsistence expenses.
2. The number of days of per diem should be calculated as the days needed for the event or engagement itself, plus one more day for travel (round trip). Extensions can be granted in cases of extended travel requiring overnight layovers or situations where the cost of an extra day's stay would be offset by greatly reduced travel fares (e.g., Sunday rule APEX fares).
3. The per diem for meals and incidentals in any location is determined according to the "Schedule of Daily Subsistence Allowance (DSA) Rates" issued regularly by the International Civil Service Commission (ICSC). The ICSC DSA rates include for each location the total DSA (including lodging) as well as the percentage of this amount which is destined for lodging. The per diem payable by ICCROM is calculated on the basis of data provided by the ICSC.
4. The cost of hotel accommodation is directly paid or reimbursed by ICCROM. Staff Members should preferably use their corporate credit card if one has been provided, or else an advance can be obtained based on an estimation or on the portion of the DSA for lodging. Upon return from travel, the receipt or invoice for accommodation should be provided to the accountancy office accompanied by the credit card payment record or the unused portion of the advance. Hotel accommodation should be chosen in decent, moderately priced commercial facilities, the cost of which should not exceed the portion of the DSA for lodging. Reimbursement of higher accommodation costs may be exceptionally authorized by the Director-General in special circumstances and when fully justified by the traveller, such as when less expensive hotels are fully booked, or security and cleanliness are available only at an inflated rate.
5. If both accommodation and meals are prepaid (such as in conferences), or provided directly by hosting institutions, the per diem payable by ICCROM for incidentals will be 15% of the DSA as published in the ICSC schedules. If hosting institutions also provide a subsistence allowance, no per diem is payable by ICCROM.
6. When seeking payment or reimbursement for travel expenses, travellers must provide the following documentation within a business week upon return to the duty station:
 - a) Authorized mission form, complete with relevant budget heading;
 - b) Boarding passes;
 - c) Receipt(s) for accommodation, accompanied by the credit card payment receipt, when using the ICCROM corporate credit card;
 - d) Any other relevant documentation;
 - e) Unused portion of the cash advance.
7. The traveller is expected to administer the per diem for meals and incidentals sensibly, according to his/her specific needs and the local situation. Any request for reimbursement of extra expenses must be approved by the Director-General and is subject to the submission of explanatory documentation.

¹¹ The same procedure applies to everyone traveling on official mission with ICCROM including Members of the Council and its Committees, lecturers and all other individuals acting on behalf of ICCROM.

8. If a travel claim is not submitted within one business week of returning to the office, it shall be assumed that the trip was not undertaken, and the travel advance shall be charged to the Staff Member's salary.

ANNEX L

TRANSPORTATION OF PERSONAL EFFECTS AND HOUSEHOLD GOODS

1. **Personal Effects** - transportation by land and/or sea for persons traveling at ICCROM's expense:

Staff Member	200 kg or 1.25 cubic meters
Spouse or recognized domestic partner	100 kg or 0.63 cubic meters
Each Dependent Child	50 kg or 0.32 cubic meters
Overall maximum allowed for Staff member + spouse or recognized domestic partner + all dependent children	450 kg or 2.82 cubic meters

When authorized transportation can be done by air, in which case the quantities allowed shall be one-third of those specified under (a) above.

2. **Household Goods** for persons traveling at ICCROM's expense

Staff Member only not accompanied by any eligible family members travelling at ICCROM's expense	1,765 kg or 14 cubic meters
Staff Member accompanied by one or more dependent family members traveling at ICCROM's expense	3,000 kg or 24 cubic meters

3. In addition to the cost of transportation, a reasonable amount for packing/unpacking and crating shall also be paid. Storage charges shall not be allowed except insofar as they are incidental to transportation.

ANNEX M
ICCROM APPEALS COMMITTEE
APPEAL PROCEDURES

Appeals Committee Jurisdiction and Competence

1. In accordance with Staff Rule 110, the ICCROM Appeals Committee shall advise the Director-General in cases of appeal by individual Staff Members regarding a grievance arising out of disciplinary action or arising out of an administrative decision taken against a Staff Member. Specifically, the ICCROM Appeals Committee shall review:
 - a) A decision taken after the Administrative Review pursuant to Rule 110 or when the Director-General has not taken a decision in response to a request, for an Administrative Review.
 - b) A decision that a Staff Member directly supervised by the Director-General alleges does not comply with ICCROM Regulations and Rules or other relevant policies.
 - c) Alleged retaliation by the Director-General for whistleblowing or as otherwise provided by ICCROM's Whistleblowing and Anti-Retaliation Policy; or
 - d) The imposition of a Disciplinary measure pursuant to Chapter 10 of the Regulations and Rules, including a decision to summarily dismiss a Staff Member for serious misconduct.
2. The Committee shall determine its own jurisdiction in cases when its competence is in doubt.
3. In accordance with general principles of the international civil service law pertinent documents possessed by ICCROM shall be made available to the ICCROM Appeals Committee upon its request.

Composition

- a) The Composition of the ICCROM Appeals Committee is regulated under Staff Rule 110.
- b) The Chair of the ICCROM Appeals Committee shall direct its work, and shall conduct proceedings and Hearings before it, including granting the right to speak, enforcing time limits and ruling on relevance of testimony. The Chair shall be responsible for the timely completion of the Report of the ICCROM Appeals Committee.

Secretary to the Committee

4. As provided under Staff Rule 110, the Director-General shall provide a Secretary to the ICCROM Appeals Committee. Under the direction and authority of the Chair, the Secretary shall assist and provide administrative support during its consideration of a case. In the discharge of his or her functions to the ICCROM Appeals Committee, the Secretary shall be subject only to the authority of the Chair.
5. The Parties shall transmit all written submissions, statements, requests, correspondence (including emails) and documentary evidence to the Secretary with a copy to the Representative of the other Party, except as otherwise provided in the Regulations and Rules and the procedures established in this Annex. The Secretary is specifically responsible for:
 - a) Ensuring that the procedural and documentation requirements of the Committee are appropriately provided for;
 - b) Maintaining the prescribed records;
 - c) Assembling the necessary background material for draft reports of the Committee;
 - d) Coordinating the necessary administrative arrangements and services required by the Committee.

Communications

6. All oral communications with the ICCROM Appeals Board, other than during a Hearing, shall be made to the Secretary. The Secretary shall copy all written communications received from and sent to one Party to the other Party.
7. Oral communications to and from the Secretary shall be immediately followed up in writing and copied to the other Party, unless the oral communication is purely informational and can have no relevance to the substance of the case, such as checking an email address. Email is an acceptable mode of communication for consultations, queries, and other communications, as well as for the purpose of transmitting any documents such as submissions, statements, requests, recommendations or decisions within the time limits set forth in these Rules provided that all such formal documents and submissions transmitted by email are signed by authorized representatives of the Parties.

Representation

8. A Staff Member may, at his or her own expense, retain external professional counsel or another representative to assist in preparing his or her Appeal or other submissions to the ICCROM Appeals Committee, and to otherwise assist the Staff Member in any proceedings of the Appeals Committee in accordance with these Procedures.
9. The appellant Staff Member shall designate counsel, or any other representative retained in writing and transmit that written designation to the Secretary of the ICCROM Appeals Committee. No pleadings signed by counsel or other representative shall be accepted unless the appellant Staff Member has previously submitted a written designation.

Conduct

10. All Parties shall adhere to the Standards of Conduct for Staff Members as set out in these Regulations and Rules. Throughout their functions, the Parties and their representatives and counsel are expected to treat the ICCROM Appeals Committee and each other with civility and respect, in both written and oral communications.
11. The Chair may return written submissions and pleadings for amendment within a stated period if the Chair considers that they are abusive or disrespectful and may, after a warning, exclude any person from a Hearing who refuses to desist from disruptive or abusive behaviour.

Appeals Procedure

12. If a Staff Member wishes to appeal before the Appeals Committee, he or she shall submit the appeal in one of the languages of ICCROM, in a Memorandum of Appeal, to the Chair of the ICCROM Appeals Committee, through the Secretary to the Committee.
13. The time limit for lodging the appeal shall be 45 days. The said time limit shall run from the date of receipt of the Director General's reply, or from the expiration date of the time period of 45 days if no reply has been received by that date or from the receipt of the administrative decision if the appeal with the Director-General is not required.
14. An appeal shall contain the following details:
 - a) The Staff Member's name, street address, email address and office and home telephone number, and his or her present or former status with ICCROM;
 - b) The Staff Member's appointment type, grade and a brief description of duties including title.
 - c) Name of the ICCROM official who took the decision against which the appeal is lodged and the date of the receipt of that decision.
 - d) A description and date of the administrative decision being contested together with a copy of that decision, if available, and a specification of the terms of the appointment and/or provisions of the Regulations and Rules, and any other relevant procedures, rules, orders or conditions of appointment, which have allegedly been violated;

- e) A statement indicating the date that any required request for an Administrative Review was submitted, together with copies of the request and the reply of the Director-General, if any; if no request for an Administrative Review was made, the Appeal shall note the Regulation, Rule or administrative provision pursuant to which exemption from an Administrative Review is claimed;
 - f) A statement of the relevant facts in chronological order;
 - g) A description of the specific remedy or remedies requested;
 - h) The name, street address, email and telephone number of any representative or counsel representing the Appellant together with a formal written designation of the counsel or representative signed by the Appellant;
 - i) Any request for documents not in the possession of the Staff Member that are relevant to the case;
 - j) Any request for an oral Hearing, including a justification as to why a Hearing is necessary or desirable; and
 - k) The signature of the Appellant and the date of signature.
15. An Appeal shall normally not exceed 15 double-spaced pages. In case of a longer submission, a two-page synopsis of the Appeal shall be provided.
 16. The appeal is filed with the Chairperson of the Appeals Committee through the Secretary to the Committee, either in person, or by registered post. If an appeal is filed by post, the date of filing is the date of mailing.
 17. Supporting documentary evidence shall be annexed to the Appeal and shall be numbered consecutively, with the Annex number on the top of the first page of each document. A table of contents indicating the number, document type, date and description or title of each annex shall precede the annexed documents.
 18. The Secretary shall advise the Appellant that the ICCROM Appeals Committee has received the Appeal and shall inform him or her of the email address (and any designated counsel or representative) to which all written communications shall be sent and shall advise the Appellant of his or her telephone number.

Time-Limits

19. The Committee shall first consider whether the requirements of Staff Rule 110 have been complied with. If any of these requirements has not been met, the Committee shall not enter into the merits of the case.
20. Subsequent submissions are made by letter or memorandum to the Chair of the ICCROM Appeals Committee through the Secretary to the Committee within the following time-limits:
 - a) Statement of the Organization, within 45 days of the date on which the Secretary forwards the Memorandum of Appeal to the Director-General;
 - b) Appellant's Counterstatement, within 45 days of receipt of the Organization's Statement;
 - c) Reply of the Organization, within 30 days of the date on which the Secretary forwards the appellant's Counterstatement to the Director-General.
21. A Party may submit a written request for an extension of time to the Secretary, copied to the other Party. The Other Party may provide any views on the request within two (2) days.
22. The Chair, after consulting the Members or Alternates as the case may be, may extend the time limits provided in these Regulations and Rules with respect to Appeals in case of illness or for other justifiable and compelling cause and may grant an extension of time to transmit written responses to questions posed by the ICCROM Appeals Committee.

23. The Secretary shall transmit the decision on any request for extension of applicable time limits to both Parties. The ICCROM Appeals Committee may proceed to the next stage of its deliberations if a time limit has expired and the Party concerned has not made its submissions within the required time.
24. For the purpose of these Regulations and Rules, a time limit shall take effect upon the close of business on the date on which the submission is due or the action is to be taken. If the date falls on a weekend or on an official holiday, the time limit shall be deemed to extend to the close of business on the first working day thereafter.

Calculation of Time Limits

25. Time limits shall be calculated as follows:
 - a) Time limits refer to calendar days, but shall not include the day of the event from which the period runs;
 - b) The starting date for calculating the time limit for a submission is the day after the receipt by the recipient of the communication;
 - c) Days and times are calculated on the basis of the day and time in Rome (Central European Time);
 - d) Close of Business is 5:30 p.m. Central European Time.
26. Recipients must promptly acknowledge the receipt of communications relating to ICCROM Appeals Committee proceedings. Communications sent in hard copy will be deemed received on the earlier of the date acknowledged in the communication or the date on which the delivery service confirmed delivery. Communications sent by email will be deemed received on the day sent unless the recipient demonstrates through the time and date stamp on the received email that it arrived on a later date.

Challenges to Receivability

27. If the Director-General challenges the Appeal solely on the ground that it is not receivable because the subject matter does not fall within the jurisdiction or competence of the ICCROM's Appeal Committee, or that it does not comply with the applicable time limits established for the Appeals process, the Secretary shall transmit that challenge to the Appellant and request written comments within 10 days. The ICCROM Appeals Committee may request supporting evidence and explanations from both Parties relating specifically to this issue.
28. If the ICCROM Appeals Committee decides that the appeal is receivable, it shall fix a time limit for submission of the response from the Director-General on the substance of the Appeal. If the ICCROM Appeals Committee decides that the Appeal is not receivable it shall so state in a Report to the Director-General.
29. When the response of the Director-General includes a challenge as to Receivability as well as a response on the substance of the Appeal, the ICCROM Appeals Committee shall decide whether to consider Receivability as a preliminary issue or in conjunction with the substance of the Appeal.

Withdrawal of Appeal

30. An Appellant may withdraw his or her Appeal at any time prior to being notified that the Report of the ICCROM Appeals Committee has been transmitted to the Director-General. Any such withdrawal is final and may not subsequently be revoked.

Abandonment of Appeal

31. If the ICCROM Appeals Committee makes two (2) successive attempts to communicate with an Appellant, including by email and phone, and receives no response within a reasonable period of time, the Chair may deem the Appeal to have been abandoned.

Settlement Efforts

32. The Parties may jointly request the ICCROM Appeals Committee at any time to extend any applicable time limits so that an attempt may be made to settle or otherwise resolve the case. The ICCROM Appeals Committee shall normally grant a request for an extension of time supported by both Parties.
33. If a settlement or other agreed resolution is reached, the Appellant shall submit a written statement to the ICCROM Appeals Committee, copied to the Director-General, advising the Committee that the Parties have reached a settlement or otherwise resolved the matter and that the Appellant is withdrawing the Appeal. If settlement or resolution efforts fail, any documents prepared by either Party for purposes of settlement discussions are privileged and inadmissible as evidence, as is any oral communication relating to such matters.

Hearing

34. The ICCROM Appeals Committee, at its sole discretion, may decide to hold an oral Hearing on the application of a Party, in which case the Secretary shall advise the Parties. With the agreement of the Parties the Hearing may be held by telephone or video conference. The ICCROM Appeals Committee may decide that a Hearing is not necessary and carry out its deliberations solely on the basis of the written documentary evidence provided by the Parties.
35. If the ICCROM Appeals Committee decides to hold a Hearing, both Parties and their counsel or representatives may attend any Hearing conducted by the ICCROM Appeals Committee, including any telephone or video interview of a witness. The Secretary shall give written notice to the Parties of the time and place of a Hearing or any telephone or video interview of a witness and of any time limits for statements. The Chair may give oral notice for continuation of a Hearing at the conclusion of the session. The Chair shall:
 - a) Declare the opening of the Hearing;
 - b) Direct that all persons involved in the ICCROM Appeals Committee proceedings observe strict confidentiality;
 - c) Invite the Appellant to make an opening statement;
 - d) Invite the Director-General or his or her Representative to make an opening statement;
 - e) Invite the Appellant or his or her Counsel to present their case and witnesses; and
 - f) Invite the Representative of the Director-General to present his or her case and witnesses.
36. The Members of the ICCROM Appeals Committee may direct questions to the Parties at any point during or after the presentations. A Party may put questions to the other Party after the other Party's presentation and only with permission of the Chair.
37. Closing statements shall be made first by the Appellant or his or her counsel followed by the closing statement of the Director-General or his or her Representative.
38. The order of the witnesses may be altered so as to accommodate special situations or requests such as, for example, the appearance of witnesses or experts who are available during a limited period only.
39. Any expense involved in the attendance of an Appellant or their counsel or representative to the Hearing is borne by the Appellant.
40. If the Appeals Committee decides that the physical presence of the Appellant is necessary at a Hearing, it may request the Director-General to arrange for the journey to be made at ICCROM's expense.

Authority of ICCROM Appeals Committee

41. The ICCROM Appeals Committee shall have authority to require any Staff Member or individual with a direct employment contract with ICCROM to provide information or documents to it

relevant to the Appeal before it. It may request such information or documents from other persons. Any such information or documents provided to the ICCROM Appeals Committee shall be made available to the Parties.

42. The ICCROM Appeals Committee may request, copied to the other Party, any necessary and specific information or documentary evidence from any Party within a stated time limit, other than material prepared for the purposes of pursuing, assessing or defending the Appeal. The Secretary shall provide copies of the written answers to the other Party who shall be given an opportunity to comment thereon within a stated time limit. All Staff Members and others with a direct contractual employment relationship with ICCROM must co-operate fully with any requests for information from the ICCROM Appeals Committee.

Witnesses

43. The ICCROM Appeals Committee may call witnesses and experts on its own motion. A witness called by the ICCROM Appeals Committee who is an ICCROM Staff Member or an individual with a direct contractual employment relationship with ICCROM is compelled to appear. A Party shall, at least seven (7) working days prior to a scheduled Hearing, transmit a request to the Secretary, copied to other Party, providing the names and titles of persons that the Party seeks to call as a witness. The request must show the relevance of the testimony of such witnesses. The Chair shall rule on such requests and the Secretary shall communicate that decision to both Parties at least three (3) days prior to the Hearing. A witness may testify only to a matter of which he or she has personal knowledge. Witnesses not so notified may only testify in exceptional circumstances upon a showing of sufficient cause as determined by the ICCROM Appeals Committee. ICCROM shall authorize any Staff Member or individual with a direct contractual employment relationship with ICCROM, who has been approved by the ICCROM Appeals Committee as a witness, to attend and testify at the scheduled Hearing.
44. The ICCROM Appeals Committee may permit an expert witness who is a person qualified by knowledge, skill, experience, training or education, to testify to a matter in the form of an opinion. The Report of the ICCROM Appeals Committee shall set out the expertise of the expert witness. Witnesses or experts, if any, may be questioned by the Members of the ICCROM Appeals Committee and in turn by the Parties. A Party may cross-examine every witness called at the request of the other Party and by the ICCROM Appeals Committee.
45. The Appellant may testify at his or her own request. In testifying, he or she is subject to cross-examination by the other Party.
46. The ICCROM Appeals Committee may require the Appellant to testify and may question the Appellant.
47. When a witness testifies, all other witnesses shall be excluded from the Hearing unless specifically requested by a Party and approved by the Chair. This provision shall not apply to the Appellant if he or she testifies.

Additional Submissions

48. Additional submissions or evidence shall only be filed if requested or authorized by the ICCROM Appeals Committee.

Confidentiality

49. The proceedings of the ICCROM Appeals Committee shall be confidential, including any documentary evidence and information submitted to the Committee. Any person who has access to such documentary evidence or information shall be responsible for maintaining its confidentiality.
50. If the ICCROM Appeals Committee is satisfied that a confidential document is likely to be pertinent to an appeal under consideration, the Chair may request ICCROM to allow the document to be examined *in camera*. If ICCROM makes the whole or part of a confidential document available to the ICCROM Appeals Committee, no information contained in that

document may be directly or indirectly divulged except under the conditions specified by ICCROM.

51. For purposes of this provision, confidential documents include, but are not limited to, documents that include restricted or privileged matters. Restricted or privileged documents include, but are not limited to, documents in a Staff Member's confidential Personnel file, documents on such matters as selection for, or establishment of, posts and private communications from governments.
52. A witness shall not divulge the content of his or her testimony to third parties, except at the request of the ILOAT.
53. The Hearings of the ICCROM Appeals Committee shall be held in private. The records of the ICCROM Appeals Committee shall be kept confidential after the submission of its Report. Members of the ICCROM Appeals Committee and the Secretary may not communicate to any third person any information or documentation that they have received in the course of the proceedings.

Report and Final Decision

54. The ICCROM Appeals Committee shall render impartial and independent advice to the Director-General based solely on the merits of the case before it.
55. All deliberations of the ICCROM Appeals Committee shall be in private. The Chair may request the Secretary to attend.
56. Any decisions and recommendations adopted by the ICCROM Appeals Committee shall be adopted by majority vote with no possibility of abstention.
57. The ICCROM Appeals Committee shall normally deliver a reasoned Report within 30 days after the submission of the last authorized pleading in the case unless the Director-General has granted an extension of time to the Chair or Alternate Chair of the ICCROM Appeals Committee to finalize its Report.
58. The Report of the ICCROM Appeals Committee should normally contain:
 - a) A concise statement of the issue in dispute;
 - b) A statement of the proceedings, including a summary of the relevant testimonies and an evaluation of that evidence;
 - c) A summary of the findings of fact by the ICCROM Appeals Committee;
 - d) A decision on any matters of Receivability;
 - e) A consideration and assessment of the relevant and significant arguments presented; and
 - f) Recommendations to the Director-General on the issue in dispute, including, in the case of disciplinary matters, recommendations about the appropriate disciplinary measure, if any, taking into account the nature and gravity of the employee's misconduct and any extenuating circumstances.
59. The ICCROM Appeals Committee may also make additional recommendations to the Director-General of a more general nature as a result of "lessons learned" during consideration of the case.
60. Votes on the recommendations of the ICCROM Appeals Committee shall be recorded, and any Member or Alternate may have his or her dissenting or separate opinion included in the Report.
61. The Report shall be dated and signed by the Chair (or Alternate Chair) and the Members (or Alternates) and counter-signed and dated by the Secretary.

Transmission of Report

62. The Secretary shall transmit the Report of the ICCROM Appeals Committee to the Director-General as soon as it is ready. At the same time, the Secretary shall notify the Parties that the Report has been transmitted to the Director-General.
63. If the Director-General has not taken a decision within 20 days of the date that the Report was received, the Secretary shall transmit a copy of the Report to the Appellant and, at the same time, advise the Director-General that this has been done.
64. A copy of the report together with the Director-General's final decision on the appeal shall be retained as Restricted-Privileged material in the Staff Member's Confidential Personnel File.

Procedural Matters Not Covered in these Rules

65. Matters not covered in these Rules shall be decided upon by the ICCROM Appeals Committee in light of the facts and circumstances of the case before it.

Whistleblower Protection

66. An employee alleging retaliation relating to an appeal or litigation of a matter before the ICCROM Appeals Committee may submit those allegations directly to the Chair of the ICCROM Appeals Committee who shall advise the Director-General on appropriate action.

Amendments

67. The ICCROM Appeals Committee may propose to the Director-General, in the light of experience, amendments to the provisions of Annex M.

Appeals by Former Staff Members

68. Former Staff Members, persons on whom a deceased Staff Member's rights have devolved, and persons referred to in Article II.6(b)¹² of the Statute of the ILOAT may lodge an appeal in accordance with the provisions of this **Annex M**.

Direct appeal to the Appeals Committee

69. The appeal with the Director-General is not required from a directly supervised by the Director-General or from a Staff Member alleging that he or she is the subject of retaliation by the Director-General. In each of these instances a Staff Member shall submit an appeal directly to the ICCROM Appeals Committee in accordance with **Annex M**.

Appeal to the Administrative Tribunal

70. The International Labour Organization Administrative Tribunal (ILOAT) shall, under conditions prescribed in its Statute, hear and pass judgement upon applications from Staff Members alleging non-observance of their terms and conditions of appointment, including all pertinent Regulations and Rules.
71. An appellant who is not satisfied with a final decision of the Director-General made pursuant to Chapter 11 of the Staff Regulations and Rules, may lodge a complaint with the ILOAT.
72. The procedure for complaints to the ILO Administrative Tribunal is set out in the Tribunal's Statute and Rules.

¹² ILOAT Statute, Article II(6)(b) states:

The Tribunal shall be open:

- (a) to the official, even if her or his employment has ceased, and to any person on whom the official's rights have devolved on her or his death;
- (b) to any other person who can show that she or he is entitled to some right under the terms of appointment of a deceased official or under provisions of the Staff Regulations on which the official could rely.

APPENDIX 1

GLOSSARY

NOTE: This glossary is provided for ease of reference purposes only. In case of any conflict between the language in this Glossary and the Regulations, Rule or Annexes to the Staff Rules, the language in the pertinent Regulations, Rules or Annexes shall prevail.

Abandonment of Position: Separation initiated by the Staff Member, other than by resignation, by being absent from duty without satisfactory explanation for more than 10 working days.

Abolition of Position: The termination of an established position as a consequence of a restructuring, change of functions, reduction of programme funding or if the financial situation of ICCROM requires adjustment to its workforce.

Administrative Leave Pending Investigation: Leave (with full, partial or without pay) which may be granted pending the outcome of an investigation and until the completion of a disciplinary process.

Adoption Leave: Leave granted upon satisfactory evidence of a legally valid adoption of a child.

Alternative Working Arrangements: A system of arrangements for the purpose of providing a flexible working environment that accommodates ICCROM's needs as well as those of Staff Members in achieving a reasonable level of work-life balance.

Appeal: Action by a Staff Member to request a review of an administrative decision or action by alleging the non-observance of his or her terms of appointment.

Appeal Procedures: Process and procedures to be followed in cases of appeals brought by ICCROM Staff Members.

Assignment: The official designation of a Staff Member's assigned duties and duty station.

Authorization to Travel: A written (in exceptional cases, oral but followed by written confirmation) approval by the relevant responsible manager for a Staff Member to travel on ICCROM official business.

Certification of Service: An official written certificate issued by ICCROM relating to the nature of the duties performed by the Staff Member and the length of his or her service.

Child: A child for whom the Staff Member certifies that he or she provides the main and continuing support and who is less than 18 years of age or less than 21 years of age if in regular attendance at school, university or similar educational institution.

Classification of Post: The classification of a post by grade level according to the pertinent standards and criteria approved by the Director-General.

Classification Review: Procedures for the re-examination of the classification of a post that is occupied by a Staff Member.

Compensatory Leave: Leave which may be granted to Staff Members who are not paid overtime pay in order to compensate for excessive time worked outside the normal working hours.

Compensation for Death, Injury or Illness Attributable to Service: Compensation provided to Staff Members in the event of death, injury or illness attributable to service in accordance with the Food and Agriculture Organization (FAO) Compensation Plan in which ICCROM participates.

Country of Nationality: The country of which the Staff Member holds a valid passport. If the Staff Member holds more than one passport, a one-time choice is made by the Staff Member designating which passport country shall serve as his or her country of nationality for ICCROM purposes.

Deductions: Amounts deducted from a Staff Member's salary.

Dependency Allowance: An allowance provided to Staff Members holding Indefinite or Fixed-term appointments of 12 months or more in respect of a dependent spouse or recognized domestic partner or dependent children.

Disciplinary Measure: Administrative action taken against a Staff Member for failure to comply with his or her obligations under ICCROM Staff Member Regulations and Rules and other relevant administrative issuances.

Dismissal for Misconduct and Serious Misconduct: Action taken to separate a Staff Member from the service of ICCROM on the basis of misconduct or serious misconduct subject to the observance of the disciplinary procedures.

Due Process: The notification to a Staff Member of charges made against him or her in a disciplinary process and the opportunity to reply to those charges.

Duty Station: The designated place of work as determined in the Letter of Appointment. For internationally recruited professional Staff Members subject to reassignment, the duty station is the place of assignment as determined by the Director-General.

Education Grant: A grant paid to internationally recruited professional Staff Members on Indefinite or Fixed-Term appointments of 12 months or more whose children attend primary and secondary educational institutions. Educational allowance is not paid to internationally recruited professional Staff Members assigned to a duty station in their country of nationality or recognized place of residence.

Education Grant for Disabled Children: A grant paid to Staff Members whose child is unable, by reason of physical or mental disability, to attend a standard educational institution and requires special teaching or training.

Effective Date of Appointment: The date on which a Staff Member reports for duty or, if internationally recruited, the date on which the Staff Member is authorized to commence travel.

Eligible Staff Member's Dependent: An Staff Member's: a) spouse or recognized domestic partner and, b) a child for whom the Staff Member certifies that he or she provides the main and continuing support, and who is less than 18 years of age, or less than 21 years of age if in regular attendance at school.

Expatriate Benefits: Benefits provided to Staff Members serving in posts subject to international recruitment and assigned to a duty station outside of their country of nationality or permanent residence.

Expiration of Appointment: The date on which the agreed written and approved period of service (or extension) ends.

Family Member: For purposes of ICCROM Regulations and Rules, family members of Staff Members are: spouse or recognized domestic partner, son, daughter, mother and father, brother and sister (including those of the spouse or recognized domestic partner), whether or not they are eligible

dependents. Only the eligible dependents are entitled to certain benefits as provided for in the Regulations and Rules.

Fixed-Term Appointment: An appointment for a specific period of time of not less than 12 months and not more than 36 months. Fixed-Term appointments may be renewed for periods of up to 36 months (or for periods up to 48 months, in exceptional cases and as authorized by the Director-General). Fixed-Term appointments are issued to fill critical posts and ensure continuity for future development of ICCROM operations.

Home Leave: Travel paid to certain categories of internationally recruited professional assigned to duty stations outside the country of nationality or officially recognized place of residence.

ICCROM Appeals Committee: An administrative mechanism to advise the Director-General on appeals by Staff Members against decisions alleging non-observance of their terms and conditions of employment.

ICCROM Headquarters Agreement: The Agreement signed between the Government of the Italian Republic and the United Nations Educational, Scientific and Cultural Organization (UNESCO) Governing the Establishment and Legal Status of the International Centre for the Study and the Preservation of Cultural Property, signed 27 April 1957.

Immediate Family Member: For purposes of ICCROM Staff Member Regulations and Rules, immediate family members of Staff Members are the: spouse or recognized domestic partner, son, daughter, mother and father, brother and sister (including those of the spouse or recognized domestic partner), whether or not they are eligible dependents. Only the eligible dependents are entitled to certain benefits as provided for in these Regulations and Rules.

Incidental Travel Expenses: additional and necessary expenses incurred by a Staff Member in connection with in the performance of authorized official travel.

Informal Resolution Process: Process that a Staff Member, who considers that an administrative decision taken does not comply with his or her terms and conditions of employment, may use to have the matter resolved informally.

Insurance Scheme: Insurance policies arranged by ICCROM for that provide various coverages for eligible Staff Members.

International Civil Servant: All Staff Members of ICCROM regardless of the type of appointment. International civil servants have responsibilities that are not national, but exclusively international. In accepting an appointment with ICCROM, Staff Members pledge to discharge their functions and regulate their conduct only with the interest of ICCROM in view. In discharging functions, international civil servants may neither seek nor accept instructions from any government or from any other authority external to ICCROM.

Internationally Recruited Professional Staff Member: Staff Members who are appointed to a duty station outside of their country of nationality or recognized place of permanent residence and who are subject to assignment to any ICCROM duty station.

Joint Staff Pension Fund of the United Nations: An independent inter-agency entity, established in 1948 to provide retirement, death, disability and related benefits for Staff Members upon cessation of their service with ICCROM. ICCROM Staff Members are Joint Pension Fund participants.

Letter of Appointment: The official contract signed by the Director-General, or his or her authorized representatives, and the Staff Member defining the conditions of employment.

Locally Recruited General Service Staff Members: Staff Members recruited at the local level to perform support-type functions. Locally recruited Staff Members must be nationals or legally recognized residents of the country where the duty station is located and where the functions are to be performed. Locally recruited Staff Members are not subject to transfer outside of the duty station of recruitment.

Maternity Leave: Leave granted to female Staff Members for the birth of their child as established in the Staff Regulations and Rules.

Medical Leave: Leave granted to Staff Members who are unable to perform their duties because of illness or injury or whose attendance is prevented by public health requirements.

Misconduct: Failure by a Staff Member to comply with his or her obligations under the Letter of Appointment, Staff Member Regulations and Rules, the ICCROM Code of Conduct or other relevant administrative issuances.

Net Base Salary: The net salary (gross salary minus allowances, benefits and where applicable, post adjustment) as established in the applicable salary scales.

Non-Staff Member Contracts: Individuals hired to complete a specific task or to undertake activities limited in time and scope. Non-Staff Member contracts are not subject to the Staff Member Regulations and Rules. The engagement conditions for this type of contract are contained in the individual contracts signed by the contractors and ICCROM.

Notice of Termination: Period of time prior to the effective termination of a Staff Member's appointment.

Official Holidays: Holidays decided and observed by ICCROM during which Staff Members may be absent from work. Official holidays are days off in addition to annual leave days.

Official Travel: Travel undertaken with the approval of the Director-General or his or her delegate.

Official Travel of Eligible Dependents: Approved travel undertaken by the recognized dependent of internationally recruited professional Staff Members.

Officially Recognized Place of Residence: The place that the Staff Member considers to be his or her home and where he or she is legally entitled to reside. The recognized place of residence is determined by the Staff Member and officially recognized by ICCROM at the beginning of the employment relationship.

Outside Activities: Activities undertaken by a Staff Member that are not related to the performance of ICCROM functions.

Overtime: Time worked outside the normal workday or workweek.

Paternity Leave: Leave granted to male Staff Members upon presentation of satisfactory evidence of the birth of a Staff Member's child as determined in the Staff Member Rules.

Per Diem: ICCROM's total contribution towards meals, accommodation, transportation, and incidental expenses incurred by the Staff Member while traveling on official duty.

Performance Evaluation: A formal evaluation of a Staff Member's performance during a specific period of time.

Permanent Resident: A Staff Member who is not citizen of a country but with valid legal authority to work and live in that country permanently.

Post: A bundle of duties classified according to standards approved by the Director-General and related to the nature and level of responsibilities and competencies required.

Post Adjustment: is an amount paid to Staff Members serving in the professional and higher categories to ensure equity in purchasing power of Staff Members across duty stations.

Probationary Period: A period of time during which the Staff Member's performance and suitability for international service is evaluated prior to confirmation of an appointment.

Promotion: Promotion means the advancement of a Staff Member to a higher-level post either through a competitive selection process or by the reclassification of the post the Staff Member occupies to a higher level.

Reassignment: Formal movement of a Staff Member from one position to another. It may involve a change in title, grade, duties, salary, or official duty station, or a combination of these changes. Internationally recruited professional Staff Members may be reassigned anywhere in the world ICCROM operates, after adequate notice.

Reclassification of Position: The formal upgrade or downgrade of an established position.

Recognition Agreement: Agreement between the Director-General and the Staff Member Association of ICCROM setting forth the terms and conditions for the formal representation of Staff Member views on matters affecting their conditions of service.

Recognized Domestic Partner: A recognized Staff Member's dependent who is (i) at least 18 years of age and mentally competent to consent to a contract at the time the domestic partnership statement is declared; (ii) is not legally married to any person and is not in any way related to the Staff Member; (iii) entered into a domestic partner relationship voluntarily and without reservation and together with the Staff Member are each other's sole domestic partner. ICCROM only recognizes one domestic partner at a time.

Re-employment: The appointment of a former ICCROM Staff Member on Indefinite and Fixed-Term Appointment whose separation from service exceeds 12 months.

Reinstatement: The appointment of a former ICCROM Staff Member on Indefinite and Fixed-Term appointments whose separation from service lasted less than 12 months. In such cases, the Staff Member's service is considered as having been continuous.

Repatriation Grant: A grant paid to Staff Members whom ICCROM is obligated to repatriate to his or her country of nationality or recognized place of residence.

Resignation: Separation from service initiated by a Staff Member.

Retirement: The completion of a Staff Member's service with ICCROM upon reaching the official retirement age of ICCROM.

Retirement Age: The official retirement age of ICCROM; the last day of the month in which a Staff Member reaches the age of 60, 62 or 65 years old depending on the year in which the staff member joined the UNJSP.

Salary Scale: The approved scale for the payment of salaries to Staff Members as determined and published by the United Nations.

Separation by Mutual Agreement: The termination of a Staff Member's appointment pursuant to mutually agreed terms.

Serious Misconduct: A determination made by the Director-General in each specific case of alleged misconduct that the specific act or acts are of such gravity as to constitute serious misconduct on the part of the Staff Member.

Short-term Appointments: Is a time limited appointment for a minimum period of one (1) month and a maximum continual period of up to 24 months. In exceptional circumstances the Director-General may authorize an additional period of up to 12 months to reach a maximum appointment period of up to 36 months.

Special Leave: Leave with full, partial or no pay, granted to Staff Members on Indefinite and Fixed-Term Appointments, at the discretion of the Director General and at the request of the Staff Member or in the best interests of ICCROM.

Special Leave Without Pay: Leave which may be granted, at the Director-General's discretion, for a period normally not in excess of 12 months.

Special Position Allowance: Extra pay provided to a Staff Member who is officially required to assume temporarily the responsibilities of an established position of a higher grade than which the Staff Member occupies.

Spouse: Staff Member's legally recognized married person or recognized domestic partner. ICCROM does not recognize more than one spouse or recognized domestic partner at a time.

Staff Member: Individuals employed by ICCROM on Indefinite, Fixed-Term and Short-term Appointment.

Staff Member Association: A formal organization of Staff Members recognized by ICCROM for the purpose of developing Staff Member activities and making proposals and representations to ICCROM management concerning human resources policies and conditions of service.

Staff Member's Beneficiaries: An individual or individuals designated by the Staff Member to whom any amounts due to the Staff Member shall be paid in the event of his or her death.

Staff Member Regulations: The Staff Member Regulations embody and express the fundamental conditions of service and the basic rights, duties and obligations of ICCROM Staff Members. The Staff Member Regulations represent the broad principles of human resources policy for the employing and administration of ICCROM.

Staff Member Rules: The Staff Member Rules are consistent with and implement the provisions of the Staff Member Regulations.

Step Increase: A salary increment granted annually, unless otherwise specified, upon fully satisfactory performance.

Subrogation: ICCROM's right to claim, from third parties, any benefits or payments ICCROM makes to a Staff Member for which a third party is liable.

Termination due to Abolition of Position: Termination of a Staff Member's appointment due to the abolition of the post he or she occupies. Posts may be abolished as a consequence of a re-structuring or change in functions or if the financial situation of ICCROM requires an adjustment to the ICCROM workforce.

Termination for Reasons of Health: Termination of a Staff Member's appointment when, on the advice of a recognized medical practitioner, it is determined that the Staff Member is incapable of performing the duties assigned.

Termination for Unsatisfactory Service: Termination of a Staff Member's appointment if his or her performance is deemed unsatisfactory, proves unsuited to the duties assigned or to international service.

Termination due to the Non-Confirmation of the Probationary Period: Termination of a Staff Member's appointment if, after an initial or extended probationary period, the Staff Member performance or conduct is not satisfactory, or if he or she is found unsuited for international service.

Transfer: The official change of duty station at the request of the Director-General for a period of no less than 12 months.

Working Hours: Normal working hours and official holidays for each duty station as designated or approved by the Director-General. During designated working hours, Staff Members are at the disposal of the Director-General for the performance of official duties.

APPENDIX 2

FAO Compensation plan

A copy of the current version of the FAO Compensation plan can be requested by Staff Members from the Finance and Administration Unit.