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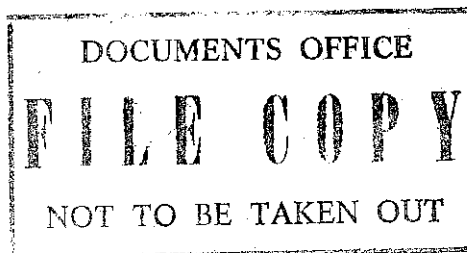
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ECONOMIC COMMISSION FOR AFRICA

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APPROVAL OF THE DRAFT STAFF RULES AND REGULATIONS OF THE UNITED
NATIONS AFRICAN INSTITUTE FOR THE PREVENTION OF
CRIME AND THE TREATMENT OF OFFENDERS (UNAFRI)

1. In accordance with item 6 (f) of Article V of the Statute of the United Nations African Institute for the Prevention of Crime and the Treatment of Offenders (UNAFRI), the Governing Board of the Institute "shall prescribe the administrative, financial, staff and other rules and regulations governing the operation and administration of the Institute". Likewise, the final provision (Article 50) of the draft staff rules and regulations stipulate that the "provisions of the present staff rules and regulations shall come into force upon their approval by the Conference of Ministers of the Economic Commission for Africa upon the recommendations of the Governing Board".

2. Accordingly, the attached draft staff rules and regulations of UNAFRI were examined and endorsed by the Governing Board of the Institute, at its inaugural meeting, held in Kampala, Uganda, in June 1989. They are now being submitted to the twenty-fifth session of the Commission/sixteenth meeting of the Conference of Ministers for consideration and approval.

DRAFT STAFF RULES AND REGULATIONS DEFINITIONS

(a) "Institute" means the United Nations African Institute for the Prevention of Crime and the Treatment of Offenders (UNAFRI);

(b) "Governing Board" means the Governing Board of the Institute as set up under Article V of the Statute of the Institute;

(c) "Director" means the Director of the Institute who shall be the Chief Executive of the Institute, or his authorized delegate;

(d) "Staff Member" means a holder of an appointment of one year or more on monthly salary and wages against established posts of the Institute unless otherwise indicated in his/her letter of employment;

(e) "Professional Staff" means staff members holding posts of management, planning, design, development, implementation and promotion of programmes falling under the objectives of the Institute;

(f) "General service staff" means staff members recruited for administrative and technical support services;

(g) Unless otherwise provided for in these Rules, all words implying the masculine gender shall include the feminine gender and words in the singular shall include the plural and words in the plural shall include the singular.

CHAPTER I

SCOPE AND PURPOSE

Article 1

Applicability

The provisions of these rules and regulations shall apply to all staff members of the United Nations African Institute for the Prevention of Crime and the Treatment of Offenders professional and general service staff categories except those engaged for short-term appointment.

Article 2

Interpretation

The interpretation of these rules and regulations rests with the Director, subject to the right of appeal by any aggrieved persons to the Governing Board.

Article 3

Delegation of authority

The Director is empowered to delegate his authority under these rules and regulations to senior staff members as he deems it appropriate.

Article 4

Review of the rules and regulations

These rules and regulations may be reviewed, amended or modified by the Governing Board, at the recommendation of the Director, without prejudice to the acquired rights of staff members.

CHAPTER II

OBLIGATIONS, RIGHTS AND IMMUNITIES

Article 5

Obligations, outside activities and interests

(a) Every professional staff member of the Institute shall be an international civil servant. Every staff member of the Institute is answerable to the Director in the exercise of his duties, his overall conduct, his public relation and his projection of good image of the Institute at all time;

(b) Where the aims and interests of the Institute are involved, staff members, in the exercise of their duties, except with the prior authorization of the Director shall not:

- (i) Issue statements to the press, radio or other media of public information;
- (ii) Accept speaking engagements;
- (iii) Participate in film, radio or television production or interviews, or making public pronouncements;
- (iv) Submit articles, books, or other material for publication;
- (v) Disclose any information which he might have obtained in the course of his normal duty;

(c) In the performance of his/her duties, a staff member shall neither seek nor accept instructions from any Government or from any other body external to the Institute;

(d) Appointments to the Institute being on a full-time basis, staff members shall not undertake paid work or other continuous work with parties outside the Institute except with the express authorization of the Director, who has to report the action to the Governing Board;

(e) A staff member shall not be involved in any private commercial agency or business which may affect his/her impartiality.

(f) A staff member who has occasion to deal in his/her official capacity in any matter involving business concerns in which he holds commercial interest shall disclose the facts of that interest to the Director. The holding of shares in a company shall not constitute commercial interest within the meaning of the present Rules and Regulations unless such holding constitutes substantial control of the company.

Article 6

Financial liability

A staff member shall be held liable for loss or damage to the Institute's property or equipment. The reimbursement of such loss or damage shall be in the form of deductions from the salary of the staff member subject to the Director's discretion as to leniency where necessary.

Article 7

Hours of work

(a) Normal working hours at the Institute shall be from 3 a.m.-12:30 p.m. and 2:30-5:30 p.m. from Monday to Friday;

(b) A staff member may be required to work beyond the normal hours of work when the situation so demands. A staff member of the general service category who has been required to work in excess of the normal week or the prescribed working hours shall be entitled to time off or overtime payment in cash. Overtime allowance shall in no case exceed twenty-five per cent (25 per cent) of his basic salary subject to budgetary provisions.

(c) The Director may review these working hours as and when necessary.

Article 8

Official holidays

The Director shall establish 9 official holidays in one calendar year. If any such day occurs on a Saturday or Sunday the preceding Friday shall be considered an official holiday in lieu of Saturday and the following Monday in lieu of Sunday. Other national holidays of the host country may be observed but should be compensated by half day work on Saturdays.

Article 9

Proprietary rights

All proprietary rights, including titles, copy rights and patent rights in any work produced by a staff member as part of his official duties shall be vested in the Institute.

Article 10

Privileges and immunities

(a) Every staff member of the Institute shall be covered by one form of insurance or another arranged by the Institute for its staff members;

(b) Every staff member shall be entitled to and granted diplomatic immunities in the host country and country of duty station covering all his/her activities in the performance or exercise of his/her duties in the service of the Institute;

(c) All internationally-recruited staff members, except nationals of the host country shall be entitled to the same privileges as staff of diplomatic missions of equal rank subject to the provisions of the host country agreement;

(d) While a staff member is not expected to give up his national sentiments or his political rights and religious beliefs, he/she shall, however, bear in mind the reserve and tact incumbent upon him/her by reason of his/her international status;

(e) Where a staff member abuses these privileges or behaves in a manner that calls for the withdrawal of these privileges, the Director shall have the right and duty to withdraw the privileges and communicate the fact to the staff member concerned.

Article 11

Withdrawal of diplomatic immunity

The following acts shall expose a staff member to the withdrawal of diplomatic immunity:

(a) Active involvement in the politics of the host country;

(b) Conduct likely to bring the Institute into disrepute, controversy or ridicule;

(c) Criminal acts, except minor traffic rule violations.

CHAPTER III

CLASSIFICATION OF POSTS

Salaries and related allowances

Article 12

Classification standards

(a) All posts in the Institute shall be classified by title and salary scale in accordance with the duties and responsibilities carried by the posts as established by the Governing Board;

(b) The following staff categories shall be employed by the Institute: (i) professional category; (ii) general service category;

(c) A staff member shall be entitled to allowances and other benefits attached to the post and functions occupied;

(d) The Director shall propose and submit from time to time to the Board for approval, the salary scales or amendment; allowances and benefits for all staff of the Institute as well as the terms and conditions under which they shall be granted. No amendment shall adversely affect any staff member already in the employment of the Institute;

(e) In determining the salary scales and conditions of service of the general service staff locally recruited, consideration shall be given mainly to the best prevailing conditions.

Article 13

Salary payment

(a) Every staff member shall at the end of each month, receive a statement of salary paid and deductions made therefrom;

(b) On application to the Administrative Officer, arrangements shall be made for an internationally-recruited staff member to be paid a portion of his/her monthly salary, in currency other than Uganda shillings up to the maximum permitted by the Institute, to any bank he may name which may be in a country different from that in which he is serving;

(c) Temporary and casual employees shall be remunerated on an hourly, daily or weekly rate as the case may be. The said rate shall be calculated on the basis of the salary scale/wage of the position for which they are recruited.

Article 14Salary increments

(a) A salary increment shall normally be awarded on a satisfactory performance report with effect from the first day of the anniversary of the appointment each year. The rate of increment shall normally be one step a year within the salary scale. In the event of unsatisfactory service, a staff member may be denied the annual salary increment;

(b) A staff member returning from an approved leave of absence except leave with partial or without pay of more than one month shall be eligible for a salary increase on his regular increment date;

(c) The salary increment policy does not apply to temporary and casual employees.

Article 15Gratuity

Upon satisfactory termination of their contracts of their period of service, the African Institute for the Prevention of Crime and the Treatment of Offenders pays a gratuity equal to 10 per cent of the basic annual salary to all staff members who have been employed by virtue of a contract and for a period of not less than one year.

Article 16Housing allowance

The Housing Allowance shall be granted to all staff members recruited outside their duty stations. The rates and conditions for receiving housing allowance are shown in annex III and are established from time to time by the Institute and approved by the Governing Board. Housing allowance shall however not be paid or may be reduced accordingly, if housing is provided by the host government free-of-charge or at reduced rates.

Article 17Installation allowance

The staff member shall receive for himself/herself and his/her accompanying dependents an installation allowance to meet extraordinary living expenses upon arrival at his/her duty station provided that staff member is not recruited from the country where the duty station is located. This allowance shall be paid for a maximum of 30 days in respect of the staff member and at one half that rate in respect of each eligible dependent accompanying the staff member at the duty station according to the per diem rates approved for the duty station up to a maximum of six dependents. During the period the staff member is in receipt of installation allowance, he shall not be entitled to housing allowance.

Article 18Loans for purchase of means of transport

Staff members of all categories may be granted loans for the purchase of means of transport. The Director shall determine the amount of the loan for each category and the modalities for refund of loans.

Article 19Salary advances

(a) Salary advances may be granted to cover periods of approved leave or official travel if the staff member is expected to be away from the duty station on the pay day;

(b) In exceptional and compelling circumstances and if the staff member attaches written justification the Director may authorize an advance of one month's salary. The advance shall be calculated on the basis of the net basic salary, excluding all allowances or grants. It shall be deducted from the staff member's salary commencing the second month following the date on which the advance was made. The deduction shall be spread over a period of six months maximum.

Article 20Outstanding loans or advance

Any outstanding loan or advance at the time of resignation, retirement, dismissal or death, shall be payable forthwith by deduction from any salary or gratuity and other benefits due to the staff member or his/her beneficiaries.

Article 21Education grant

(a) For the purpose of education grant, a "dependent child" means child of the staff member who is dependent upon the staff member for main and continuing support;

(b) Education grant may be paid on a reimbursable basis to an internationally-recruited staff member whose dependent child is in full-time attendance at a school, university or similar educational institution up to the end of the fourth year of post-secondary studies or the award of the first recognized degree, whichever is the earlier;

(c) This grant shall, however, not be paid in respect of dependent children of staff members working in their own country;

(d) The grant shall not also be paid in respect of: attendance at free school, correspondence course, private tuition, vocational training or apprenticeship;

(e) The grant will not normally be payable beyond the school year in which the child reaches the age of 25 years;

(f) The education grant does not cover payment of preschooling of the children of the professional staff;

(g) The grant shall only be paid upon submission of a certificate of attendance together with receipts issued by the school concerned;

(h) The amount of the grant per scholastic year for each child up to a maximum of six children shall be as shown in annex IV;

(i) When the attendance is less than two thirds of the scholastic year, the amount of the grant shall be pro-rated. Likewise, if the staff member's service does not cover the full scholastic year, the grant will be that proportion of the grant otherwise payable which the period of service bears to the full scholastic year.

Article 22

Dependency allowances

(a) Spouse allowance: An allowance for spouse shall be paid to any staff member whose spouse does not hold any remunerated post and who does not obtain such benefits from other sources. Spouse allowance will be paid in respect of only one spouse (annex V);

(b) Children allowance: An allowance as provided in annex V shall be granted to staff members per child up to a maximum of six unmarried children under 18 years of age who are dependent on the staff member for support;

(c) The payment of the above-mentioned allowance shall be subject to a written claim supported by evidence;

(d) For the purpose of paragraphs (a) and (b) where both husband and wife are staff members, only one of them may claim for their dependent children.

CHAPTER IV

APPOINTMENT AND PROMOTION

Article 23

General

Panel established under Article 27 shall consider properly on initial appointment, the appropriate salary due to every new staff member. Salary adjustments shall normally be considered by way of upward change of steps within the same grade or, in exceptional circumstances, by way of reclassification of the post when, upon the request of the staff member, it is the opinion of the Panel that he/she was

undergraded in relation to his/her duties at the time of the appointment. Such adjustment shall take place within one year of the appointment.

Article 24

Procedures

Every appointment shall be made in writing indicating expressly or by reference of Staff Rules and Regulations the terms and conditions of employment.

Article 25

Effective date of appointment

(a) The appointment of an internationally recruited staff member shall take effect from the date on which he/she enters into official travel status to assume duty or, if no official travel is involved, from the date on which he/she enters upon his/her duties;

(b) The appointment of locally recruited staff members shall take effect from the date on which he or she starts to perform his or her duties.

Article 26

Vacancies

All vacancies, except those reserved for internal promotion by the Director, shall be advertised as widely as possible. The advertisement shall state, inter alia, the required qualifications, job descriptions, conditions of service and remunerations.

Article 27

Recruitment and review of appointments

(a) The appointment of the Director and senior staff of the Institute shall be in accordance with the provisions of the Statute of the Institute;

(b) Application for appointments to all posts in the Institute other than that of the Director shall be made to the Director. Applications for appointment to the post of the Director shall be made to the Executive Secretary of the Economic Commission for Africa;

(c) The appointment of all other professional category personnel to the Institute shall be made by the Governing Board on the recommendation of the Selection Panel, consisting of the Director and three representatives of the Economic Commission for Africa one of whom shall represent the Division with which the Institute is closely associated substantively. At the close of applications and references, which shall be given a deadline, qualified candidates in terms of the advertisement shall

be short-listed and interviewed by the Selection Panel. The Selection Panel shall be convened by the Director;

(d) The appointment of general service personnel to the Institute shall be made by the Director on the recommendation of a Selection Panel consisting of at least three senior members of the Institute. At the close of applications, qualified candidates in terms of the advertisement shall be short-listed and interviewed by the Selection Panel;

(e) Recruitment to all professional posts in the Institute, including that of the Director shall be subject to equitable geographical distribution in respect of member States;

(f) General service posts will be filled by suitable candidates recruited mainly from the country hosting the Institute.

Article 28

Offer of appointment

On the completion of the procedure for appointment, the candidate selected, except that for the post of Director and other senior staff, shall be offered the post in writing by the Director acting on behalf of the Governing Board. Offers of appointment for the posts of Director or other senior staff will be made by the Chairman of the Governing Board on behalf of the Board. An offer of appointment shall contain such terms as level of remuneration, condition of service, separation benefits, fringe benefits offered and provisions for termination of appointment.

(a) All appointments shall be made subject to medical clearance by a physician designated by the Institute;

(b) Acceptance of an offer of appointment shall be made in the appointee's own writing on a copy of the letter of appointment sent to the candidate. An offer not accepted within the time specified in the letter of offer shall be deemed to have been rejected, and the next qualified candidate may be considered for the post, or the post may be readvertized.

Article 29

Tenure of appointment

(a) The minimum term of service that the post of Director may be encumbered by a candidate from a member State will be four years, after which the Governing Board, on the recommendation of any of its members, may extend it for another term, subject to a maximum of eight years cumulatively;

(b) The minimum term that a professional post may be encumbered by a candidate from a member State will be three years, after which the Governing Board, on the recommendation of the Selection Panel under (c) of Article 27 above, may extend it for one or more terms of similar duration or less;

(c) Initial appointments to general service posts may be for periods of up to three years, and upon satisfactory service, such contracts may be repeatedly extended for three year periods or less by the Director on the recommendation of the relevant Selection Panel;

(d) In effecting (a), (b) and (c) above, care will be taken to ensure that departures of staff members from the Institute do not occur in a manner that could impair its effectiveness.

Article 30

Promotion and performance evaluation

(a) The Institute will have a specific number of professional and general service posts as will be found in the programme budget for any specified period;

(b) Subject to the provisions of Article 29, promotion of personnel at the Institute may take effect under the following conditions:

- (i) through the movement of a staff member from his/her established post to another established post at a higher level;
- (ii) through the upward reclassification of the post of the incumbent deserving promotion;

(c) Performance evaluation: There shall be yearly appraisal of the performance of every staff member. The supervisor should have a discussion with the staff member before completing the performance evaluation report. The staff member must sign the report and be given a copy thereof. The Chairman of the Governing Board will be responsible for the performance report of the Director;

(d) Right of appeal: A staff member who is dissatisfied with his supervisor's appraisal of his performance shall be at liberty to make representation in writing through the appropriate Selection Panel to the Director, within one month of signing the evaluation report;

(e) The Selection Panel shall, as appropriate, consider reports and recommendations for promotion of staff members. The report of the Selection Panel shall be submitted to the Governing Board in the case of professional posts, or to the Director in the case of general service posts, for approval.

Article 31

Effective date of promotion

The effective date of promotion shall be the first day of the month following the approval of the recommendations for promotion.

Article 32

Medical examination

Staff members may be required from time to time to undergo medical examination to ascertain their fitness and freedom from contagious diseases.

CHAPTER V

LEAVE

Article 33

Annual leave

(a) All staff members shall be entitled to twenty-eight (28) working days leave per year of active service. Annual leave may not be accumulated beyond fifty-six (56) working days:

(b) A staff member who does not have sufficient accrued leave to cover his/her proposed absence may, in exceptional and compelling circumstances, be granted advance annual leave for a maximum of ten (10) working days provided that he/she completes his/her period of qualifying service subsequently. The period of advance leave shall be deducted from the annual leave:

(c) Salary and allowances shall not be paid for any period of unauthorized absence. Such unauthorized absence from duty shall not be considered as part of annual leave.

Article 34

Home leave

(a) Staff members, other than those locally-recruited, who are serving outside their home country shall be entitled to home leave once every two (2) years of qualifying service to visit their home country at the expense of the Institute;

(b) A staff member travelling on home leave shall be required to spend at least two weeks in his or her home country;

(c) In exceptional and compelling circumstances, however, the Director may, at the staff member's request, authorize home leave outside the home country provided that the expenses do not exceed the amount payable for travel to the staff member's home country;

(d) A staff member may be required to take this home leave in conjunction with or after travel on official mission, due regard being paid to the interests of the staff member and his family. Dependent children whose parents are staff members, each of whom is entitled to home leave may accompany either parent (father or mother) and

their travel expenses shall be paid by the Institute provided that the frequency of travel does not exceed once every two (2) years;

(e) Staff members may take their home leave at any time in the calendar year in which it falls due with due regard to the exigencies of the service;

(f) In exceptional circumstance, and at the staff member's request, the Director may authorize advance home leave provided that not less than eighteen (18) months of qualifying service have been completed and/or have elapsed from the date of return from his last home leave.

CHAPTER VI

SOCIAL SECURITY

Article 35

Sick leave

Staff members who are incapacitated from the performance of their duties by illness or injury shall be granted sick leave under the following terms and conditions:

(a) All sick leave must be approved by the Director or his representative on the recommendation of the Institute's Physician or any other physician recognized by the Institute;

(b) Staff members holding a temporary appointment of less than one (1) year may be granted sick leave with pay at the rate of two (2) working days per month of contractual service;

(c) A staff member who holds an appointment falling under the provisions of Article 29 shall be granted sick leave up to two (2) months (one month on full salary and one month on half salary) in any period of twelve (12) consecutive months, provided that the amount of sick leave permitted in any three (3) consecutive years shall not exceed six (6) months, three (3) months on full salary and three (3) months on half salary;

(d) Any absence from duty on grounds of illness shall be supported by a medical certificate from the Institute's physician or a duly qualified medical practitioner to the effect that the staff member is unable to perform his or her duties and stating the probable duration of absence;

(e) A staff member who is on sick leave shall not leave his duty station without the prior approval of the Director and on the advice of the Institute's physician;

(f) A staff member who continues on sick leave for a period exceeding nine (9) consecutive months shall be examined by a Medical Panel to determine such employee's physical and mental fitness to continue in the service of the Institute;

(g) A staff member in whose household there is any case of contagious disease, who receives a quarantine order affecting his household and who, as a result, is unable to attend office, shall continue to receive his full salary and other emoluments during this period of compulsory absence;

(h) Except with the special approval of the supervisor, no staff member shall absent himself through illness or injury for a period of more than two consecutive working days without producing a certificate of incapacity from a duly registered medical practitioner stating the cause of illness and the probable duration of absence from duty. As much as practicable, the medical practitioner shall be one of those practitioners designated by the Institute to cater for the health of staff members.

Article 36

Maternity leave and paternity leave

(a) A staff member who shall have served continuously for one (1) year at the anticipated time of confinement shall be entitled to maternity leave on full pay for the entire period of her absence, six (6) weeks prior to and six (6) weeks after confinement upon presentation of a medical certificate;

(b) A staff member with less than one (1) year of continuous service at the anticipated time of confinement shall be given accrued annual leave and, on her request, special leave without pay for the balance of her absence;

(c) Paternity leave not exceeding three (3) working days shall be granted to a staff member at or after the time of delivery by his spouse.

Article 37

Medical treatment

(a) Staff members of all categories in the Institute and their immediate family shall be entitled to medical treatment;

(b) Refund of medical expenses shall be made at the rate of 80 per cent of the bill presented by the staff, with official receipts for prescribed drugs and dressings purchased in accordance with prescription given by specified physicians;

(c) The Institute will support 80 per cent of costs of the following:

- (i) Dental treatment;
- (ii) Lenses without frame;
- (iii) Pre-natal and post-natal treatment, hospitalization and delivery charges and medicines used in any maternity cases;

(d) Refund of medical expenses incurred outside the duty station shall be made provided that the staff member is on an authorized mission in that particular locality at the time of his/her indisposition or on an approved home leave;

(e) Approval for journeys outside the duty station for medical treatment shall only be given by the Director to staff on recommendation of a Medical Panel or a group of not less than two (2) doctors appointed or recognized by the Institute and shall be confined to serious cases. In the case of the Director, approval must be given by the Chairman of the Board on the recommendation of a Medical Panel.

(f) Approval of medical treatment abroad shall be given by the appropriate authority when the life of a staff or his eligible dependent is in danger or when specialized examination and treatment is necessary for diagnosis of difficult cases. In such cases the Medical Panel or the group of doctors appointed shall certify that facilities for such specialized treatment are not available locally;

(g) Where the staff member or eligible dependent has received such specialized treatment abroad, and has been requested to report again for further examination and follow up treatment, the Medical Panel or the group of doctors referred to shall convene to determine the need for him/her to travel abroad and whether the follow-up treatment cannot be satisfactorily done locally.

Article 38

Preventive health regulation

It is the responsibility of each staff member whether professional or General Service Staff to maintain records of inoculations and arrange with a physician when additional inoculations are due.

CHAPTER VII

TRAVEL AND MOVEMENT OF STAFF

Article 39

Travel

Official travel of the Director shall be subject to the written authorization of the Chairman of the Governing Board. The Director shall submit a quarterly travel plan to the Chairman of the Board for approval.

Official travel of other staff members or their dependents shall be subject to a written authorization by the Director. Before travel is effected the staff member shall personally ensure that he/she has the necessary authorization.

Subject to the provisions specified in the Financial Rules, travel by staff members of the Institute shall be as follows:

- (a) (i) Temporary
Travel on official mission on behalf of the Institute;
- (ii) Specific
On initial appointment; on home leave; on separation from the from the service under the conditions stipulated in the present Staff Rules and Regulations; or on travel authorized for special reasons (family, medical, security);
- (b) (i) The normal route for all travel authorized shall be the most direct and economical route;
- (ii) The route, mode and conditions of transportation shall be determined by the Director in conformity with the relevant provisions of the Financial Rules;
- (c) (i) Any staff member authorized to undertake a mission abroad shall be entitled to a subsistence allowance which may vary from area to area or from country to country and according to the grade of the staff member. A schedule of rates for subsistence allowance shall be established from time to time by the Director in accordance with the prescribed terms and conditions;
- (ii) A staff member on special travel status shall be entitled to subsistence allowance for the period of travel;
- (d) All staff members shall travel in economy class by air or second class by sea; if any other mode of transport is used, they shall travel according to the terms and conditions prescribed by the Director;
- (e) (i) On initial recruitment, and on separation from the service, the Institute shall pay the costs for the removal of personal effects and household goods according to the terms and conditions establishing the authorized luggage weight;
- (ii) The Director shall determine, from time to time, the specific conditions for payment of excess luggage, including the transport of official documents and other effects of the Institute particularly during conferences organized by or in collaboration with the Institute;
- (f) (i) Staff members in travel status shall not be entitled to a refund of unused tickets, neither shall they keep them at the end of official travel. Unused tickets shall be returned to the Office of Administration of the Institute;
- (ii) All unforeseen expenses incurred within reasonable limits during travel on official duty may be refunded upon presentation of receipts and supporting documents according to the terms and conditions established by the Director in conformity with Financial Rules;

- (g) (i) Upon the death of a staff member, his/her spouse or of recognized dependent, the Institute shall pay the expenses of transportation of the body from his official duty station or in the event of death having occurred whilst in official travel status, from the place of death to the home country, or country of normal residence;
- (ii) In the case of the death of a staff member, or his or her spouse or his dependent, the Institute shall bear the cost of the coffin, fees for the undertakers, including the expenses for embalming the body;
- (iii) In the same way, in the case of the death of a spouse of a staff member or a person recognized to be his/her dependent outside his/her duty station, the Institute shall bear the transport expenses of the staff member by the most direct and quickest route;
- (iv) In the case of the death of a staff member at his duty station or in the event of death having occurred while in official travel status, the Director shall designate a representative to accompany the body. The travel expenses of the representative shall be borne by the Institute;
- (h) On initial appointment, the Institute shall pay the travel expenses for the staff member and his dependents from his home country or country of normal residence to the official duty station, the same shall apply to return travel expenses on separation from service;
- (i) (i) Any staff member who resigns after less than one (1) year of service or within six (6) months following the date of his return from home leave shall not be entitled to payment of the return travel expenses for himself or his dependents;
- (ii) The Director may however, authorize the payment of such expense if he is satisfied that there are compelling or plausible reasons for so doing;
- (iii) The Institute shall not pay return travel expenses if the travel has not commenced within three (3) months after the date of separation from service.

CHAPTER VIII

SEPARATION FROM SERVICE

Article 40

Separation

Separation from service may result from:

(a) Action taken by the staff member (resignation); (b) action taken by the Institute (dismissal or termination of appointment); (c) on the expiration of a contract; (d) others such as retirement, permanent disability, conviction and death).

Article 41

Resignation

(a) A professional staff member may resign by giving three month's notice to the Director (or in the case of the Director, to the Chairman of the governing Board or by paying three month's salaries in lieu thereof. A general service staff member may resign by giving one month's notice to the Director or by paying a month's salary in lieu thereof.

(b) In the event of the departure of the staff member before the expiration of the requisite period of notice and without the agreement of the Director or the Chairman of the governing board, the staff member shall pay an amount equivalent to the remaining period of the notice.

(c) A staff member who shall have accrued annual leave at the time of his resignation, shall be paid in lieu thereof, a sum of money equivalent of his basic salary or wage for the period of such accrued leave up to a maximum of 56 days.

Article 42

Termination

(a) Termination of the services of a staff member of the Institute may be effected by the Governing Board in respect of the Director and other senior professional staff members and by the Director in respect of a general service staff, under the following conditions:

- (i) If the exigencies of the services so demand (lack of funds);
- (ii) If the services of a staff member are deemed unsatisfactory;
- (iii) If the physical or mental health as confirmed by a medical report, prevents a staff member from performing his duties;
- (iv) If certain facts anterior to his appointment and relating to his suitability and moral conduct come to light which, if they had been known at the time of his/her appointment, would under the standards established by the staff Rules and Regulations, have precluded his/her appointment;
- (v) If he/she loses his/her right and status of a staff member of the Institute as a result of a sentence or imprisonment by a court for dishonorable reasons;

(b) An affected staff member within the professional category and including the Director will be given three month's notice or three month's salary in lieu thereof;

(c) An affected staff member within the general service category will be given one month's notice or one month's salary in lieu thereof;

(d) In lieu of the notice period, the organs of the Institute mentioned under (a) above may authorize, in accordance with the prescribed terms and conditions, and following consultation with the Disciplinary Board, compensation calculated on the basis of the salary and emoluments the staff member would have received if his/her separation from service had occurred at the end of the normal notice period;

(e) No staff member shall be dismissed until a Disciplinary Board, set up for the purpose, has examined the matter, given its opinion and submitted a report.

Article 43

Financial and other responsibilities

In case of resignation or separation from service, staff members shall be required to reimburse the Institute in full any indebtedness as well as financial loss or material damage suffered as a result of negligence or of their having violated any Staff Rules and Regulations, or other administrative instructions.

Article 44

Retirement

In conformity with the relevant provisions established by the Institute, staff members shall not remain in the services of the Institute beyond the age of sixty (60). In exceptional circumstances and, in the interest of the Institute, the Director may recommend to the Governing Board the extension of a period of not more than one year provided that the Medical Panel certified the staff member as fit.

Article 45

Payment to dependents of deceased staff member

In the event of death of a staff member, his nominated beneficiary/ies shall receive:

- (i) Any gratuity due to the deceased staff member at the date of death;
- (ii) Any payment in respect of leave accrued by the deceased.

All other entitlements, dues, privileges, and fringe benefits enjoyed by the staff member shall cease as from the date of his/her death with the exception of passages as specified in Article 39 (g) and return travel expenses in respect of his/her dependents.

CHAPTER IX

DISCIPLINARY MEASURES AND PROCEEDINGS

Article 46

Discipline

(a) For the purpose of this rule, "disciplinary measures" that could be taken against a staff member found guilty of misconduct shall include the following:

- (i) Warning or reprimand;
- (ii) Deferment of annual increment;
- (iii) Suspension from duty with or without salary;
- (iv) Demotion;
- (v) Dismissal.

(b) Disciplinary measures are subject to prior approval of the Governing Board in respect of the Director, professional staff, and of the Director in respect of General Service staff;

(c) An action of misconduct by the Director as defined in these Rules and Regulations shall be reported to the Chairman of the Governing Board who shall carry out an investigation through a Disciplinary Board to determine the extent of guilt of the staff member and recommend to the Chairman of the Governing Board any appropriate disciplinary measures to be taken;

(d) An action of misconduct by any other professional staff of the Centre shall be reported to the Director who shall, after investigation through a Disciplinary Board to determine the extent of guilt of such a staff member and recommend to the Chairman of the Board any appropriate disciplinary measures to be taken;

(e) An action of misconduct by a general service staff of the Institute shall be reported to the Director who shall carry out an investigation through a disciplinary Board to determine the extent of guilt of such a staff member and take any appropriate disciplinary measures.

Article 47

Right of defence

(a) During an investigation by the Disciplinary Board, an employee charged with misconduct shall be entitled to defend himself before the Disciplinary Board;

(b) If any witnesses are called to give evidence before the Disciplinary Board, the staff member shall be entitled to be present to cross-examine such witnesses;

(c) The staff member may call witnesses in his/her defence;

(d) No documentary evidence shall be used against the staff member unless he/she has previously been provided with a copy thereof or unless he/she has been given access thereto.

Article 48

Service of notice

Where under these rules and regulations it is found difficult to serve any notice, charge or other documents upon a staff member, or to communicate any information or administrative decision to staff member, it shall be sufficient if such notice, charge, document, information or decision is sent by registered post addressed to his/her usual or last known address, post office box or where it is practicable, delivered personally at his/her usual or last known residence.

CHAPTER X

Article 49

Appeals

(a) A staff member who wishes to appeal against an administrative decision shall address his petition to the Governing Board through the Disciplinary Board and via the Director within one month after the decision has been taken;

(b) A staff member who is dismissed from the service of the Institute under a disciplinary measure forfeits all retirement benefits but shall be entitled to one-way air ticket to enable him return to his home country where applicable, and to any other benefits at the discretion of the Governing Board or Director as the case may be on the recommendation of the Disciplinary Board.

CHAPTER XI

FINAL PROVISIONS

Article 50

Final provisions

The provisions of the present staff rules and regulations may be amended or supplemented.

The provisions of the present staff rules and regulations shall come into force upon their approval by the Conference of Ministers of the Economic Commission for Africa, and upon the recommendation of the Governing Board.

ANNEX I

ANNUAL SALARY SCALE OF PROFESSIONAL AND TECHNICAL STAFF (in US\$)
BAREME DES TRAITEMENTS ANNUELS DES CADRES ET DU PERSONNEL TECHNIQUE

Staff categories Categories du Personnel	Classifica- tion Classe	STEPS										ECHELONS	
		I	II	III	IV	V	VI	VII	VIII	IX	X		
Assistant Officer Fonctionnaire adjoint	P1	10,090	10,430	10,780	11,130	11,480	11,830	12,180	12,530	12,880	13,230		
Second Officer 2eme Adjoint	P2	12,600	12,964	13,328	13,692	14,056	14,420	14,784	15,148	15,512	15,876		
First Officer 1er Adjoint	P3	15,400	15,792	16,184	16,576	16,968	17,360	17,752	18,144	18,536	18,928		
Senior Office Cadre supérieur	P4	18,620	19,040	19,460	19,880	20,300	20,720	21,140	21,560	21,980	22,400		
Chief of Department Directeur de Département	P5	22,400	22,848	23,296	23,744	24,192	24,640	25,088	25,536	25,984	26,432		
Deputy Director	P5	22,400	22,848	23,296	23,744	24,192	24,640	25,088	25,536	25,984	26,432		
Directeur adjoint	P6	23,996	24,458	24,920	25,382	25,844	26,306	26,768	27,230	27,692	28,154		
	D1	26,530	27,020	27,510	28,000	28,490	28,980	29,470	29,960	30,450	30,940		

ANNUAL SALARY SCALE OF GENERAL SERVICE STAFF (in US\$)
BATEME DES TRAITEMENTS ANNUELS DU PERSONNEL DES SERVICES GENERAUX

Staff categories	Classi- fication I	S T E P S									
		II	III	IV	V	VI	VII	VIII	IX	X	
Locally Recruited Staff 1											
General Service Staff GS1 1st Class	658	714	770	826	882	938	994	1,050	1,106	1,162	
Locally Recruited Staff 2											
General Service Staff GS2 2nd Class	938	1,001	1,064	1,127	1,190	1,253	1,316	1,379	1,442	1,505	
Locally Recruited Staff 3											
General Service Staff GS3 3rd Class	1,330	1,414	1,498	1,582	1,666	1,750	1,834	1,918	2,002	2,086	
Locally Recruited Staff 4											
General Service Staff GS4 4th Class	1,862	1,988	2,114	2,240	2,366	2,492	2,618	2,744	2,870	2,996	
Locally Recruited Staff 5											
General Service Staff GS5 5th Class	2,555	2,695	2,835	2,975	3,115	3,255	3,395	3,535	3,675	3,815	
Locally Recruited Staff 6											
General Service Staff GS6 6th Class	3,220	3,388	3,556	3,724	3,892	4,060	4,228	4,396	4,564	4,732	
Locally Recruited Staff 7											
General Service Staff GS7 7th Class	4,410	4,634	4,858	5,082	5,306	5,530	5,754	5,978	6,202	6,426	
Locally Recruited Staff 8											
General Service Staff GS8 8th Class	6,020	6,286	6,552	6,818	7,084	7,350	7,616	7,882	8,148	8,414	
Locally Recruited Staff 9											
General Service Staff GS9 9th Class	7,630	7,946	8,262	8,578	8,894	9,210	9,526	9,842	10,158	10,474	

Staff 9
General Service Staff GS9 7,280 7,560 7,840 8,120 8,400 8,680 8,960 9,240 9,520 9,800
9th Class

Senior General Service
Staff 10 GS10 8,540 8,820 9,100 9,380 9,660 9,940 10,200 10,500 10,780 11,060

ANNEX III

HOUSING ALLOWANCE

Professional and general service staff members who are internationally recruited shall be eligible for free accommodation on the premises of the Institute. When such facilities cannot be provided, rents are payable as monthly housing allowances whose maximum levels shall be as follows:

P6-D1	US\$1,250
P4-P5	1,000
P1-P3	850
GS	600

The condition of payment rests on production of an agreement or contract and rents shall be payable directly to the landlord by the Institute.

ANNEX VI

TRAVEL AND LUGGAGE ENTITLEMENTS

At the time of initial engagement, the internationally-recruited employee and his/her dependents up to a maximum of six (6) children are entitled to:

- (a) 50 kilos of non-accompanied luggage per person;
- (b) 10 kilos of excess luggage per person.

Home leave

- (a) 50 kilos of non-accompanied luggage per person;
- (b) 10 kilos excess luggage per person.

ANNEX VII

TRAVEL ALLOWANCE AT THE TIME OF INITIAL RECRUITMENT; HOME
LEAVE OR IN CASE OF SEPARATION FROM SERVICE

The employee and his/her dependents will be entitled to per diem allowance or a transit allowance:

- (a) 100 per cent of the per diem rate for the employee;
- (b) 1/2 of the per diem rate for each dependent.