

## Personnel Manual – HOPE'87

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## **CHAPTER I**

### **DUTIES AND OBLIGATIONS OF STAFF MEMBERS**

#### **GENERAL PROVISIONS**

1. All staff members, by virtue of their appointment with HOPE'87 pledge themselves to discharge their functions and to regulate their conduct with the interest of HOPE'87 only in view. They shall neither seek nor accept instructions from any Government or from any other authority external to the Organisation.
2. Staff members shall not communicate to any person any information known to them by reason of their employment with HOPE'87, except if authorised to do so in the course of their duties.
3. Staff members may exercise the right to vote but shall not engage in any political activity, which might be inconsistent with the independence and impartiality required of a HOPE'87 staff member.
4. Staff members shall not engage in any activity which is incompatible with the proper discharge of their duties with HOPE'87 or which may adversely reflect on their status or on the integrity, independence, or impartiality which are required of them.  
They must refrain from any behaviour that could harm the name of HOPE'87, its partners and donors. They must be courteous to third parties. In the event of disagreements with third parties, these must be resolved in an amicable manner, if possible with the assistance of one or more colleagues as witnesses. If the resolution of disagreements is not possible, the applicable laws for further action shall be followed. The Country Director must be informed immediately, who will inform HQ.

#### **OUTSIDE ACTIVITIES**

##### **1.0 General**

1. By accepting appointment with HOPE'87, staff members undertake a number of obligations, which may have a bearing on certain activities outside their official duties. It is nonetheless recognised that professional competence can be enhanced through related outside activities. These may be authorised if the activity in question does not interfere with the work of the staff member, nor with his ability to accept any new assignment, which the Secretary General may require the staff member to assume.
2. Provided that the above conditions are met, no approval is required for an activity, which is neither continuous nor recurring, if it takes place outside working hours or while the staff member is on leave.
3. Approval is, however, required for an activity, which is continuous or recurring, or any outside activity that takes place during working hours.

## **2.0 Procedures for requesting approval for outside activities**

1. A staff member wishing to engage in an outside activity for which approval is required should submit a written request to HOPE'87 HQ containing the following:

- A full description of the nature of the activity;
- Location and duration of the activity;
- Compensation to be received; and
- Any other pertinent information.

2. In considering requests to engage in outside activities of a continuing or recurrent nature, account is taken in particular, of the relationships between the outside activity and the official duties of the staff member, and between the staff member's emolument from HOPE'87 and any remuneration to be received by the staff member for the outside activity.

3. If the request for outside activities is approved, the approval will be considered as a basis for granting special leave if such leave is necessary for the conduct of the outside activity concerned.

4. Copies of approved requests are kept on the staff member's official status file.

## **NOTIFICATION BY STAFF MEMBERS AND OBLIGATION TO SUPPLY INFORMATION**

### **1.0 General provisions**

1. A staff member may at any time be required to supply information concerning the facts anterior to his appointment and relevant to his suitability, or concerning facts relevant to his integrity, conduct and service as a staff member.

2. A staff member who is arrested, charged with an offence other than a minor traffic violation or summoned before a court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for any offence other than a minor traffic violation must immediately report the fact to the HOPE'87 HQ.

## **FINANCIAL RESPONSIBILITY OF STAFF MEMBERS**

A staff member may be required to reimburse HOPE'87 either partially or in full for any financial loss suffered by HOPE'87 as a result of his negligence or violation of any regulation, rule or administrative instruction.

## LIABILITY INSURANCE

Staff members who own or drive motor cars should carry public liability and property damage insurance in an amount adequate to insure them against claims arising from injury or death to other persons or from damage to the property of others caused by their cars.

## PROPRIETARY RIGHTS

All rights, including title, copyright and patent rights, in or relating to any work performed by a staff member as part of his official duties, are vested in HOPE'87.

## CHAPTER II

### DUTY OF CARE AND SEXUAL HARASSMENT POLICY

#### DUTY OF CARE

1. Duty of care is a general principle that underpins much current practice and legislation around health and safety.
2. Duty of care has been used in drafting all relevant Basic Documents of HOPE'87 taking note of and affirming that management has an obligation to provide a safe and healthy environment for all staff members, in as much as the term „healthy“ refers to both physical and psychological wellbeing.
3. Having this in mind, HOPE'87 has the obligation to ensure that all staff members at HQ as well as at CO level are not exposed to unreasonable hazards and are supported to get professional advice in case of need.

The duty of care of HOPE'87 refers to:

- Providing a safe and healthy working environment (as for HQ in compliance with the „Austrian Workers' Compensation Board (AUVA)“ standard and for CO according to respective national legislations and the HOPE'87 Basic Document „Security in the Field“)
- Ensuring appropriate instruction and training for employees (see the HOPE'87 Basic Document „HOPE'87 Training Policy“)
- Providing protective clothing and safety equipment (as required e.g. in specific Humanitarian Aid missions)
- Cooperating with safety representatives to ensure compliance (see the HOPE'87 Basic Document „Security in the Field“)
- Preventing any form of discrimination and of bullying
- Ensuring a fair and effective representation, consultation and cooperation of and with staff members to address and resolve health, safety and discrimination issues in the workplace
- Actively supporting the creation of a staff representation body according to prevailing labour laws and to international/ILO standard and requesting the Country Representative to dynamically set all measures to enable the foundation of such a body

## SEXUAL HARASSMENT POLICY

1. HOPE'87 is committed to providing a work environment free of tension, anxiety and degradation associated with sexual harassment.
2. HOPE'87 will not tolerate or condone insulting, intimidating or expletive treatment. Specifically, this includes unwanted physical contact; degrading comments, propositions, or offensive pranks; threats that job assignment, advancement or pay is dependent upon submitting to sexual demands or tolerating harassment; or a hostile working environment created by acts or conduct of a sex-based nature.
3. In order to protect employees' rights, HOPE'87 has established a procedure specifically designed to allow investigation and resolution of any claims of sexual harassment, whether by fellow employees, managers, supervisors, medical staff, contractors, volunteers or visitors. (please refer also to HOPE'87 STAFF GRIEVANCE POLICY and PROCEDURE)
4. If discussing the matter directly with the person or persons involved does not resolve the problem, or if the concerned staff member feels it inappropriate or is uncomfortable bringing this matter to their attention, he/she may lodge a complaint directly with the Secretary General. If the HOPE'87 General Secretary is subject of a complaint, the complainant can address the Secretary of the Board.
5. The name of the concerned staff member and the name of the person accused of sexual harassment will be kept strictly confidential.
6. All complaints will be investigated by HOPE'87's senior management. Appropriate corrective action, including strong disciplinary measures when justified, will be taken to remedy all violations of this policy.

## CHAPTER III

### RECRUITMENT, TYPES OF APPOINTMENT, PROMOTION AND MEDICAL EXAMINATION

#### GENERAL PROVISIONS

1. In accordance with the principles of the Charter, selection of staff members shall be made without distinction as to race, sex or religion. So far as practicable, selection shall be made on a competitive basis.
2. The paramount consideration in the appointment of staff shall be efficiency, competence and integrity.

#### LOCAL RECRUITMENT

##### 1.0 General service and experts staff

1. Persons employed under this category are recruited in the country where the Country Office is located to perform duties established by post descriptions pertaining to appropriate general service or experts level.

2. Their remuneration is based on a salary scale established for the country. The salary scale is determined by periodic salary surveys and is based on the best prevailing rates in the locality for nationals carrying out functions of the same level.

3. Staff members whose salaries or remunerations are paid on a project-budget base shall receive only temporary appointment.

## 2.0 Country Representatives

1. Country Representatives shall have spent a considerable number of their formative years in the country in which they are to serve so that they are fully familiar with the economic and social conditions. They are recruited locally. They are to perform functions of a professional nature requiring local knowledge and experience.

2. Country Representatives must be fully proficient in the working language of the Country Office and should preferably have a basic knowledge of English where this is not the working language. In those countries where the government functions, to a large extent, in one or more local languages, national officers should be completely conversant with these vernaculars.

3. The Country Representatives should stress stringent academic qualifications, in the form of a university degree or equivalent in a relevant field. The required level of experience should match the established level of the post.

## EMPLOYMENT PROCEDURES

1. When there is need to fill a vacant post it should be advertised in media appropriate to the purpose of the vacancy and taking into account efficient and economic considerations that can be – but is not restricted to – local (regional and national) press, online job platforms, google groups, social networks, headhunters, etc.

2. Vacant positions should be filled on basis of best qualification of candidates. In case of family ties of a candidate with such suitable qualification with an employed staff member, prior authorisation for employment has to be obtained from HOPE'87 HQ.

3. The Country Representative has the authority to recruit national staff members and approve their appointment.

4. The Country Representative has the prime responsibility for the management of locally recruited staff and has the authority to approve most personnel-related actions.

5. A former staff member who is re-employed is either given a new appointment or, if he is re-employed within 12 months of being separated from service, may be reinstated.

## PROMOTION

### 1.0 General provisions

1. Promotion is the advancement of a staff member to the next higher level within the local salary scales.

2. A differentiation must be made between upgrading a post and promoting an individual. The upgrading or reclassification of posts is an administrative action and does not imply an automatic entitlement to promotion of the incumbent.

## **2.0 Annual promotion review**

1. A promotion review is conducted within the first three months of each year. The effective date for promotion resulting from this review is January 1st.

2. Promotion is not considered in the case of a staff member whose functions cannot be accommodated within the local salary scales at the higher level. Furthermore, functional titles should not be used indiscriminately in order to promote a staff member who, in reality, is not performing duties at the higher.

3. Supervisors should carefully review the work performance and potential of staff under their supervision and submit clear and concise recommendations for promotion only in cases of genuine merit. They should refrain from making recommendations for promotion which are based only on the staff member's performance at his level.

## **CHAPTER IV**

### **SALARIES AND INSURANCE**

#### **SALARY**

##### **1.0 Salary scales**

Local salary scales are established on the basis of the best prevailing conditions of employment at the duty station.

##### **2.0 Currency of salary payments**

Salaries and allowances of personnel recruited locally shall be paid in the currency of the Country Office.

#### **SOCIAL INSURANCE**

1. Social insurance is any government-sponsored program with the following four characteristics:

- the benefits, eligibility requirements and other aspects of the program are defined by statute;

- explicit provision is made to account for the income and expenses (often through a trust fund);
- it is funded by taxes or premiums paid by (or on behalf of) participants (although additional sources of funding may be provided as well); and
- the program serves a defined population, and participation is either compulsory or the program is subsidized heavily enough that most eligible individuals choose to participate.

2. Country Representatives need to ensure they familiarise themselves with the national requirements of social insurance to ensure legal compliance and to avoid disputes with staff.

### INSURANCE COVER FOR STAFF IN THE FIELD

It is the responsibility of the Country Representative to ensure adequate insurance cover for staff stationed in the field.

For HQ staff on missions abroad, the HOPE'87 General Secretariat ensures adequate insurance cover, including:

- baggage
- health problems and home transportation
- emergency
- accident
- disablement due to sickness

### 3.0 Salary increments

1. A within-grade salary increment is an increase in pay from one step to the next higher step within the staff member's existing level in the established local salary scales.

2. The award of a within-grade salary increment is subject to satisfactory performance and conduct during a qualifying period. The qualifying period is one year except for longevity increments where the qualifying period is subject to the conditions set forth in the salary scales. Periods of special leave with partial pay or without pay of 30 consecutive days or more are not included in qualifying periods. No increment shall be paid to a staff member whose service ceases during the month in which the increment would otherwise have been due, unless the separation date falls on the last day of the month.

3. After a staff member is given an initial appointment, his step within a salary level should not be altered for any reason other than the award of an annual salary increment.

### 4.0 Salary advances

Salary advances may be granted under the following circumstances and conditions:

#### 4.1 Advance in case of approved absence

A salary advance may be granted for approved absence on annual leave for two or more pay days, provided there is sufficient earned annual leave to cover the period for which the advance is requested. Such advance should not exceed the amount that would fall due for payment



during the anticipated period of absence and should be recovered on the corresponding pay day.

#### 4.2 Advance for major medical expenses

A salary advance for major medical expenses, in only exceptional circumstances, may be granted upon presentation of bills. The advance should be recovered within one month from the date of payment, or upon settlement of the medical claim, whichever is earlier.

#### 4.3 Emergency advance

1. HOPE'87 HQ may exceptionally authorise a salary advance to meet genuine urgent needs: material losses due to fire, flooding and similar disasters; home emergency repairs, but not construction loans; serious illness or death in the immediate family circle. Such emergency salary advance may not exceed two months of the staff member's net pay and should be repaid in equal monthly installments over a maximum period of twelve months, with recovery commencing on the first pay day after the advance has been given. However, if the staff member's contract is due to expire sooner than the recovery period specified above, full repayment shall be made prior to the expiration date of the contract.

2. Not more than one emergency advance may be made during any period of twelve months.

#### 4.4 Special advance

1. In field duty stations where local staff have either no access or have genuine difficulty in gaining access to local credit facilities, the Country Representative may grant, at his discretion, a special advance of up to one month of a staff member's net salary for ad hoc purposes related to the well-being of the staff member or his family.

2. Genuine difficulty in obtaining credit from local sources serves as the primary criterion for extending such an advance. The Country Representative will verify that such difficulty, in fact, exists.

3. Not more than one special advance may be made during any twelve month period.

4. This advance should be recovered commencing on the first pay day after the advance has been made and in equal monthly installments over a period not to exceed twelve months or the period covering the staff member's contract with HOPE'87 including accrued annual leave, whichever is the lesser.

5. If, in the judgement of the Country Representative, the staff member's situation justifies both an emergency advance and a special advance, the total of these two advances must not exceed three months net pay and the recovery period for the whole amount must be as described in paragraph 4, above.

## CHAPTER V

### HOURS OF WORK AND LEAVE

## HOURS OF WORK

### 1.0 Working schedule

The Country Representative establishes the normal working schedule taking into consideration local government working hours and prevailing practice.

### 2.0 Establishment of a common work week

1. Bearing in mind that the methodology for establishing local salaries takes into account the length of the work week, it is a matter of equity that staff who are remunerated according to a common salary scale should also have a common work week. The length of the common work week might vary from one country to another.

2. The established norm for a work week (annual weekly average) of hours to be worked is a minimum of 35 hours and a maximum of 40 hours.

3. If at a Country Office, there is an intention to establish the regular work week to be less than 35 hours or greater than 40 hours, HOPE'87 HQ has to be consulted prior to the Country Representative submitting such a recommendation and the Country Representative should provide adequate justification for the proposed course of action.

4. Once established, the common work week would normally not be expected to change. Under exceptional circumstances, modification may be contemplated but in no case should this be done without prior consultation with and approval from HOPE'87 HQ.

## LEAVE

### 1.0 Entitlement to annual leave

1. Staff members holding a fixed-term appointment and in full pay status are entitled to annual leave.

2. Leave may be taken in units of days and half-days. In calculating the leave to be charged, any absence of more than two hours but less than four hours (excluding the lunch hour) is counted as half-day leave; similarly, any absence of more than four hours (excluding the lunch hour) is counted as one-day leave.

### 1.1 Annual leave

1. Where an entitlement to annual leave exists, it is earned at a monthly rate of two and a half days; staff members having this entitlement are credited with this amount for each full month of service. When entitlement credit commences after the first working day of a month, two days are credited for service beginning up to and including the 16th day of the month and one day for service beginning later in the month. Similarly, in cases of separation from service, one day

is credited for service ending up to and including the 16th day of the month and two days thereafter.

2. An application for leave must be submitted and approved before the leave is actually taken.

## 1.2 Sick leave

1. Staff members are responsible for informing their supervisors as soon as possible of absence due to illness or injury.

2. No staff member is granted sick leave for a period of more than three consecutive working days without providing the Country Representative with a certificate of a duly qualified medical practitioner stating that the staff member is unable to perform his/her duties, giving a diagnosis of the illness and estimating the duration of incapacity.

## 1.3 Maternity leave

1. Maternity leave commences six weeks prior to the anticipated date of birth upon production of a certificate from a duly qualified medical practitioner indicating the anticipated date of birth. However, at the staff member's request and upon production of a certificate from a duly qualified medical practitioner indicating that she is fit to continue to work, the absence may be permitted to commence less than six weeks but normally not less than two weeks before the anticipated date of birth.

2. The leave shall extend for a total period of sixteen weeks from the time it is granted. The post-delivery leave shall therefore extend for a period equivalent to sixteen weeks less the period between the commencement of the maternity leave and the actual date of birth, subject to a minimum of ten weeks. However, the staff member, on request, may be permitted to return to work after the lapse of a minimum period of six weeks following delivery.

3. The staff member receives maternity leave with full pay for the entire duration of her absence in accordance with paragraphs 1 and 2, above. However, if, due to a miscalculation on the part of the medical practitioner or midwife as to the date of birth, the pre-delivery leave is more than six weeks, the staff member receives full pay to the actual date of birth and will be allowed the minimum of 10 weeks of post-delivery leave as provided in paragraph 2, above.

4. Sick leave is not normally granted for maternity cases except when serious complications arise.

5. Annual leave shall accrue during the period of maternity leave, provided that the staff member returns to service for at least six months after the completion of maternity leave. Annual leave credit for the period of maternity leave shall be withheld until such time as this service requirement has been fulfilled.

## 1.4 Special Leave Without Pay

1. Authority to approve requests by locally recruited staff members for special leave without pay is delegated to the Country Representative. Special leave without pay may be granted for

advanced study or research in the interest of the organisation, in cases of extended illness for child care, or for compelling family reasons such as serious illness of family members or extended separation from a spouse for professional reasons or in case of military service. Staff members are expected to exhaust their annual leave entitlement before the commencement of any period of special leave without pay.

2. Staff members do not accrue service credit towards seniority, sick leave, annual leave, home leave, salary increment and termination indemnity during full months of special leave with partial pay or without pay. Periods of less than one calendar month of such leave do not affect the ordinary rates of accrual; nor is continuity of service considered broken by period of special leave without pay.

## **CHAPTER VI**

### **SEPARATION FROM SERVICE**

#### **SEPARATION**

Separation is an action by which a staff member ceases to be employed by the HOPE'87.

##### **1.0 Types of separation**

Separation takes place under the following circumstances:

- Expiration of appointment;
- Resignation;
- Retirement;
- Abandonment of post;
- Death;
- Termination, including termination for abolition of post, for unsatisfactory service, for health reasons, for disciplinary reasons, and in the interest of the Organisation.

##### **1.1 Expiration of fixed-term appointment**

1. A fixed-term appointment expires automatically and without prior notice on the expiration date specified in the Letter of Appointment.
2. A fixed-term appointment does not carry any expectancy of renewal or of conversion to any other type of appointment.
3. The Country Representative has the authority to decide about the non-renewal of a fixed-term appointment.

##### **1.2 Resignation**

1. A resignation is a separation initiated by the staff member.

2. Unless otherwise specified in their Letters of Appointment, three months' written notice of resignation is given by staff members having permanent appointments and thirty days' written notice of resignation by those having fixed-term appointments. The Country Representative, however, may accept resignations on shorter notice.

3. The Country Representative consults HOPE'87 HQ, before accepting a resignation when disciplinary action against a staff member is pending or under consideration.

### 1.3 Retirement

1. Staff members are not retained in active service beyond the age of 65; the effective date of retirement is the end of the month in which the staff member reaches the age of 65.

2. Recommendations for extensions beyond retirement age in the interest of HOPE'87 are submitted to the Country Representatives for review and decision.

3. The Country Office should maintain a record of staff members' retirement dates and the staff members should be notified of their impending separation from service six months in advance.

### 1.4 Abandonment of post

1. This applies to a staff member absenting himself from duty without satisfactory explanation for more than 15 working days.

2. The Country Representative investigates all unexplained absences of staff members and reports them promptly to the HOPE'87 HQ.

3. Following five working days of unexplained absence (including failure to report for duty after authorised leave) the Country Representative notifies the staff member by hand delivered or registered letter direct to the staff member's last known address, that action may be taken to separate him unless an acceptable explanation of his absence is received. Refusal to accept a registered letter is evidence of delivery. When no reply is received within ten working days, the staff member is considered as having abandoned his post and separated from service.

4. If the staff member responds by claiming to be sick, he should be reminded that a medical certificate shall, except in circumstances beyond the staff member's control, be submitted no later than the end of the fourth working day following the initial absence from work. The staff member should be given a further opportunity and be instructed to provide the required certificate within five days. If no reply is received within ten days and there is proof or a strong presumption that he has no intention of returning to work, action should be initiated to separate the staff member for abandonment of post.

5. Annual leave may not be utilized to cover unauthorized absences.

6. The effective date of separation is the day prior to the first day of unauthorized absence.

7. Separation for abandonment of post does not affect entitlement to payment of accrued annual leave. However, the staff member is not entitled to a termination indemnity.

## 1.5 Death

1. Upon the death of a staff member the salary, allowances and benefits of the staff member cease on the date of death.

## 1.6 Termination

### (a) Abolition of post and reduction of staff

1. Reduction of staff may be accomplished as a result of the necessities of HOPE'87 to abolish a number of encumbered posts. In so doing, wherever possible, due regard is given to the availability of suitable posts in which the staff member's services can be effectively utilized.

2. Notwithstanding the above order, due regard is given in all cases to relative competence, to integrity and to length of service and the rights of all staff members will be fully respected.

### (b) Termination for unsatisfactory service

1. It is possible that a staff member's services may deteriorate to such an extent that his continued employment with the Organization is placed in question.

2. A staff member whose work performance or attitude has become unsatisfactory should be notified in writing of his shortcomings with the request to bring his performance up to the required standard. If there is no improvement within three months, the staff member is warned again in writing that, should his performance or attitude continue to be unsatisfactory, action will be initiated for the termination of his appointment.

### (c) Termination for disciplinary reasons

HOPE'87 may terminate the appointment of a staff member who holds a permanent appointment if the conduct of the staff member indicates that he does not meet the highest standards of integrity.

### (d) Termination in the interest of the Organization

HOPE'87 may terminate the appointment of a staff member if such action would be in the interest of good administration.

### (e) Notice of termination

1. A staff member whose permanent appointment is to be terminated is given not less than three months' written notice of such termination.

2. A staff member whose fixed-term appointment is to be terminated is given not less than thirty days' written notice of such termination or such notice as may otherwise be stipulated in his Letter of Appointment.

3. In lieu of these notice periods, HOPE'87 may authorize compensation calculated on the basis of the salary and allowances which the staff member would have received had the

date of termination been at the end of the notice period. The period is counted in the calculation of terminal payments, but annual leave does not continue to accrue.

## 2.0 Entitlements upon separation

### 2.1 Commutation of accrued annual leave

If, upon separation from service, a staff member has accrued annual leave, he will be paid a sum of money in commutation of the period of such accrued leave up to a maximum of sixty working days. Accrued annual leave may not be commuted to cash other than upon separation from service.

### 2.2 Restitution of advance annual and sick leave

Upon separation, a staff member who has taken advance annual or sick leave beyond that which he has accrued must either make a cash refund or have it deducted from payments due to him.

### 2.3 Termination indemnity

1. Payment of termination indemnity is calculated on the basis of the local labour laws.

2. No indemnity is paid to:

- A staff member who resigns;
- A staff member who has a temporary appointment;
- A staff member who is summarily dismissed;
- A staff member who abandons his post or renders unsatisfactory services.

### 3.0 Last day for pay purposes

1. When a staff member is separated from service, the date on which entitlement to salary is determined will be according to the paragraphs which follow.

2. Upon resignation, the date is either the date of expiration of the notice period or such other date as the Country Representative accepts. Staff members will be expected to perform their duties during the period of notice of resignation, except when the resignation takes effect upon the completion of maternity leave or following sick or special leave. Annual leave will be granted during the notice of resignation only for brief periods.

3. Upon expiration of a fixed-term appointment, the date shall be the date specified in the Letter of Appointment.

4. Upon termination, the date is the date provided in the notice of termination.

5. Upon retirement, the date is normally the last day of the month in which the staff member reaches the age of 65.

6. In the case of summary dismissal, the date is the date of dismissal.

## CERTIFICATION OF SERVICE

Any staff member who so requests shall, on leaving the service of HOPE'87, be given a statement by the Country Representative relating to the nature of his duties and the length of service. On the staff member's written request, the statement should also refer to the quality of his work and his official conduct.



## **CHAPTER VII**

### **REPRIMANDS, SUSPENSION, DISCIPLINARY PROCEDURES AND APPEALS**

#### **REPRIMAND**

1. A reprimand is a written notice issued to a staff member usually relating to minor incidents in connection with work-related matters. A letter of reprimand has the connotation of a warning.

#### **SUSPENSION FROM DUTY PENDING INVESTIGATION**

When a charge of misconduct is made against a staff member, he may be suspended from duty pending investigation. Such suspension will be with pay unless exceptional circumstances. Such suspension should not be considered as a disciplinary measure and does not in any way prejudice the rights of the staff member.

#### **PROCEDURES APPLICABLE TO CASES OF MISCONDUCT**

1. When misconduct is attributed to a staff member, the Project Manager immediately informs the Country Representative and initiates an investigation in order to establish the facts. Inquiries are made of persons having knowledge of the matter. Whenever possible, signed written statements are obtained and any evidence is preserved.

2. The staff member is informed in writing of the allegations of misconduct, which caused the investigation and is requested to give his version of the matter, to suggest other persons of whom inquiry might be made and to call witnesses on his behalf. Unless circumstances make it clearly impossible to do so:

- The staff member is interviewed in person
- The staff member's statement is taken down in writing and signed by him; and
- The staff member is given a copy of the statement.

The above is made without prejudice to the right of the staff member to submit other written statements and other pieces of information.

3. As from the time the staff member is informed in writing of the allegations against him, he may obtain the advice of another staff member of his choice, at the same duty station, for the preparation of his defence.

4. A report is prepared by the Project Manager and includes:

- An account of the investigation;
- Conclusions of fact reached by the Project Manager;
- An evaluation of the circumstances of the case as a whole;
- Statement of such charges as they appear to be supported after investigation; and

- Copies of all statements or other evidentiary material obtained in the course of the investigation.
- 5. The complete report is communicated to the staff member, who is allowed a reasonable period of time, specified in advance, taking into account the circumstances of the case, to make any answer to the charges or any further submission he may wish to be considered by the Country Representative prior to a decision on the case.
- 6. The complete report together with all the submissions by the staff member is forwarded, as speedily as possible, to HOPE'87 HQ, who reviews the case.
- 7. Where the act (such as, but not limited to, misappropriation of funds or property) attributed to the staff member is obviously incompatible with continued service in HOPE'87 and summary dismissal is recommended, the recommendation by the Country Representative to HOPE'87 HQ is urgently followed by the evidentiary material. Suspension in such a case should normally be made without pay.
- 10. Depending upon the nature of the case, the Country Representative and HOPE'87 HQ may decide on one of the following disciplinary measures: summary dismissal for serious misconduct, dismissal for misconduct, suspension without payment, demotion or written censure.

#### CASES OF SUSPECTED CRIMINAL ACTIVITY

1. Local law and police regulations apply in general to all HOPE'87 staff members.
2. Where a case of criminal activity is suspected which affects HOPE'87 personnel or property and there is reason to believe that such action has been perpetrated by a staff member, the Country Representative or officer in charge should endeavour to establish the facts by collecting signed statements from the concerned staff members. If on the basis of such statements it is established beyond a reasonable doubt that a staff member is responsible for the action, the Country Representative should report the facts to HOPE'87 HQ with appropriate recommendations for disciplinary action in accordance with standing instructions. The matter will generally be dealt with internally.
3. In cases where the Country Representative is unable to establish beyond a reasonable doubt responsibility for the suspected criminal activity mentioned above (e.g. in the absence of a signed confession or incriminating statements), the Country Representative should report the facts to HOPE'87 HQ with copies of information obtained and the Country Representative's recommendations regarding disciplinary action or proposals for reporting facts to local authorities for their further action. The Country Representative will be informed on how to proceed on the matter.