

## **Annex X: Staff Rules**

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## CHAPTER I: Definitions, scope and application

### 1.0 Definitions

In these Staff Rules the following terms shall be defined as follows:

**“Active Assignment”**: the period during which a staff member is under active and continuous employment with GCF, excluding any period of leave without pay.

**“Dependent Child(ren)”**: any biological, step- or legally adopted child(ren) of a staff member:

- a. For whom the staff member provides main and continuing support;
- b. Who is/are unmarried; and
- c. Who is/are under the age of 19 or, in the event the child is in full-time education, under the age of 24, subject to Staff Rule 4.4.9 with respect to children with special needs.

**“Department of People and Culture”** or **“DPC”**: the GCF Department of People and Culture including any staff member acting on its behalf.

**“Director of People and Culture”**: the Director of the Department of People and Culture.

**“Duty Station”**: the city and country where the GCF office to which the staff member has been assigned to work is located.

**“Full-Time Education”**:

- a. In respect of education prior to post-secondary level, enrolment in a programme requiring attendance of no less than 15 hours of school or academic instruction per week at pre-primary, primary or secondary school;
- b. In respect of education at post-secondary level, enrolment at a college, university or institution of higher learning where the Dependent Child takes courses or a course of study which would lead to a degree or diploma, or in a nationally recognized apprenticeship or vocational training.

**“GCF”**, or the **“Fund”**: the Green Climate Fund.

**“Human Resources Business Partner”** or **“HRBP”**: a staff member within the DPC whose title and responsibilities are those of Human Resources Business Partner.

**“Immediate Family Member”**: a staff member’s Partner, child, parent, parent-in-law or sibling.

**“Heads of Independent Units”** or **“Heads of IUs”**: refers to the Head of the Independent Evaluation Unit, Head of Independent Integrity Unit, and the Head of the Independent Redress Mechanism.

**“Independent Units”** or **“IUs”**: refers to the Independent Evaluation Unit, Independent Integrity Unit, and Independent Redress Mechanism.

**“Line Manager”**: a staff member bearing the direct responsibility to supervise and manage the objectives, workplan and performance of other staff member(s) in accordance with these Staff Rules.

**“Partner”**: a staff member’s Spouse or Recognized Partner.

**“Place of Permanent Residence”** or **“PPR”**: the city or town elected by the staff member, typically in a country or territory of which the staff member is a national.

**“Place of Recruitment”** or **“POR”**: the city and country or territory where the staff member resided at the time of recruitment, which may be different from their Place of Permanent Residence (PPR).

**“Place of Resettlement”** or **“PORS”**: the city or town in any country or territory where the staff member resettles upon separating from GCF, other than the PPR.

**“Recognized Partner”** (a) a person who is in a de facto relationship with the staff member; or (b) a domestic partner as recognized by GCF.

**“Spouse”**: (a) a person to whom a staff member is legally married under the law of the country or territory where it has been contracted; or (b) a person who is in a common-law marriage.

**“Staff member”** or **“staff member”**: a person appointed to a post in GCF under a letter of appointment pursuant to these Staff Rules.

## 1.1 Scope and application

- 1.1.1 These Staff Rules apply to all staff members. They are not applicable to consultants, interns or persons on loan to GCF from other organizations, except as otherwise provided in the instrument governing GCF’s relationship with such persons on loan.
- 1.1.2 The Staff Rules may be supplemented, amended, revoked or replaced by the Executive Director, stating their effective date. The Staff Regulations shall take precedence over these Staff Rules in the event of any inconsistency.
- 1.1.3 The Executive Director may delegate authority to perform any functions, or to make any decision, contemplated under these Staff Rules, provided that such delegation is effected in writing. In delegating or exercising authority under these Staff Rules, the Executive Director will endeavour to avoid actual or apparent conflicts of interest.
- 1.1.4 The Executive Director may adopt instruments consistent with the Governing Instrument for the GCF, applicable Board decisions, the Staff Regulations, and these Staff Rules, setting out GCF’s practices in matters of employment.

- 1.1.5 Unless otherwise indicated, any reference to days in these Staff Rules shall be interpreted as meaning calendar days.
- 1.1.6 Exceptions to the Staff Rules may be made by the Executive Director, provided that such exception is not inconsistent with any staff regulation or other decision of the Board, and provided further that it is agreed to by the staff member directly affected, and is, in the opinion of the Executive Director, not prejudicial to the interests of any other staff member or group of staff members.
- 1.1.7 The Heads of Independent Units may provide exceptions to the specific Staff Rules for which they are authorized to take decisions with respect to their staff members, in consultation with the Director of People and Culture, provided that any such exception is not inconsistent with any staff regulation or other decision of the Board and provided further that it is agreed to by the staff member directly affected and is, in the opinion of the Executive Director, not prejudicial to the interests of any other staff member or group of staff members.

## **CHAPTER II: Organization of staff members**

### **2.0 Classification of positions**

- 2.0.1 Each position within GCF is assigned a grade level, which reflects the scope, level of functional duties and responsibilities, minimum relevant experience and qualifications required for the position.
- 2.0.2 Grade levels are classified within the Salary Structure described in Appendix II to the Staff Regulations.
- 2.0.3 The Executive Director, or the Heads of Independent Units for the positions in their respective units in consultation with DPC, assigns an initial grade level to a position upon its creation. A position's grade level is stated in any letter of appointment.

### **2.1 Assignment of duties and reporting line(s)**

- 2.1.1 The Executive Director, or the Heads of Independent Units for the positions in their respective units in consultation with DPC, establishes the duties and responsibilities attached to each position.
- 2.1.2 Each position shall be assigned to an office, department, or unit of GCF, which shall be stated in any letter of appointment.
- 2.1.3 The Executive Director, except with respect to positions in the Independent Units, may amend the duties or responsibilities assigned to a position, change the office, department, or unit to which a position is assigned, or modify its reporting line(s) in the interests of GCF. Such changes may result in adjustments to the job description

and/or grade level in the interests of GCF. Staff members holding positions impacted by any such decision will be notified in writing.

The Heads of independent units in consultation with DPC may amend the duties or responsibilities assigned to a position in their respective units, or modify its reporting line(s) in the interests of GCF. Such changes may result in adjustments to the job description and/or grade level in the interests of GCF. Staff members holding positions impacted by any such decision will be notified in writing.

- 2.1.4 Where a decision is made to amend the duties or responsibilities assigned to a position, the qualifications and interests of any staff member(s) holding the impacted post(s) will be considered, provided that the needs of GCF shall be the paramount consideration.

## **2.2 Position reclassification**

- 2.2.1 The Executive Director may conduct periodic assessments of the grade level assigned to existing positions to ensure institutional consistency and continued alignment between the assigned grades and the functions, responsibilities and required competencies of these positions, as these may evolve over time.
- 2.2.2 The Executive Director, or the Heads of Independent Units for the positions in their respective units in consultation with DPC, may decide to reclassify positions within different grade levels when justified by substantial changes in the tasks, responsibilities and required competencies, or otherwise in the interests of GCF.
- 2.2.3 A staff member occupying a position which is reclassified at a lower level shall remain in that position, while retaining their grade, salary, benefits and allowances. The staff member shall remain in that position until such time as they can be transferred within GCF to a position corresponding to their grade or their employment is otherwise terminated in accordance with these Staff Rules.

## **CHAPTER III: Recruitment and appointment**

### **3.0 Recruitment**

- 3.0.1 Recruitment processes will be designed to pursue the highest standards of competence, merit and integrity and strive to achieve geographical and gender diversity. Vacancies shall be advertised.
- 3.0.2 A competitive selection process shall be used for the selection of staff members for specific or multiple posts, or for the establishment of a roster of pre-qualified candidates, unless decided otherwise by the Executive Director, or the Head(s) of Independent Unit(s) in consultation with DPC with respect to staff members in their unit.
- 3.0.3 The evaluation of candidates through the competitive selection process will be carried out by a selection panel comprising:
- (i) A staff member from the Department of People and Culture;
  - (ii) A representative of the hiring unit/department/office; and

(iii) Other staff member(s) external to the areas listed in (i) and (ii) as may be determined by DPC.

In relation to (ii) and (iii) the grade level must be equivalent to or higher than the post being hired.

Following assessment of the respective merits of eligible candidates, the selection panel will make a recommendation to the Executive Director or to the Head of Independent Unit with respect to a position in their respective unit, who shall decide on the appointment of any candidate. The Head of Independent Unit shall consult the Department of People and Culture before making the final decision.

- 3.0.4 Candidates who were recommended for appointments in a previous selection process within the last 18 months for a role with similar job requirements may be recommended for appointment without undergoing another competitive selection process, subject to their suitability and availability for the post.
- 3.0.5 In exceptional circumstances, the Executive Director, or the Heads of Independent Units for their respective units in consultation with DPC, may directly appoint a candidate to a post without a competitive process in the interests of GCF:
- a. For posts of trust and confidence; and
  - b. In urgent cases or in situations where a specific applicant is considered because of their unique qualifications and experience or because of their demonstrated aptitude in a similar post.
- 3.0.6 An appointment or assignment shall not be granted to a person who is the father, mother, son, daughter, brother or sister of a GCF staff member.
- 3.0.7 The Partner of a staff member may be appointed provided that the Partner is fully qualified for the position is not given any preference for appointment by virtue of their relationship to the staff member.
- 3.0.8 A staff member who is a Partner of another staff member shall not:
- (a) Be assigned to a post that is superior or subordinate in the line of authority to the post occupied by the staff member with whom they are in a relationship;
  - (b) Participate in the process of selection, assignment, reassignment or transfer of the Partner;
  - (c) Participate in taking or reviewing an administrative decision affecting the Partner.

### **3.1 Appointments**

- 3.1.1 The appointment of a successful candidate to a post is made through the issuance of a letter of appointment signed by the Executive Director or the respective Head of Independent Unit for appointments in their unit.
- 3.1.2 Letters of appointment shall contain the following provisions and information:
- a. The post's title and grade level;
  - b. The office, department and/or unit to which the post is assigned;
  - c. The post's reporting line(s);

- d. The start date and Duty Station;
  - e. The type of appointment and its term;
  - f. The staff member's starting salary including its denomination;
  - g. The staff member's allowances upon appointment;
  - h. The length of any applicable probationary period;
  - i. Other applicable terms and conditions of appointment, as the case may be;
  - j. A statement that the staff member will be subject to the GCF legal framework, including but not limited to, Staff Regulations (and other relevant Board decisions, as the case may be) and Staff Rules as may be amended and supplemented from time to time; and
  - k. The affirmation required by Staff Regulation 3.3.
- 3.1.3 The Fund may offer different types of appointments, as set out below, in order to attract a range of staff at different levels and with different skill sets to address the Fund's staffing requirements in the long, medium and short terms.
- 3.1.4 Fixed-term - A fixed-term appointment is an appointment for a specified period, for a minimum of one year and commonly three years. GCF may, at its discretion, extend a staff member's fixed-term appointment, taking into consideration the needs of GCF, the availability of funds and the performance of the staff member. A fixed-term appointment shall terminate automatically without prior notice at the end of the term fixed in the letter of appointment, and does not carry any expectation of, or imply any right to, extension or conversion to another type of appointment.
- 3.1.5 Special fixed-term – A special fixed-term appointment is a full-time, fixed-term appointment for a specified duration tied to for a specific project with a finite term of completion.
- The duration may be longer than the common three-year fixed-term appointment based on the expected completion period. Such an appointment is subject to a one- year probationary period unless otherwise specified in the letter of appointment.
- 3.1.6 Short-term – A short-term appointment is a full-time appointment to the Fund for a specified period of less than one year. A short-term appointment will automatically and expire at the end of the term without prior notice and does not carry any expectation of, or imply any right to, extension or conversion to any other type of appointment. Short-term staff members are entitled to such benefits as set out in their letter of appointment.
- 3.1.7 Part-time – A part-time appointment is an appointment specifying a work engagement of less than the standard work day or work week. Such an appointment may be either a short-term appointment or a fixed-term appointment. Part-time staff members are entitled to such benefits as set out in their letter of appointment.
- 3.1.8 Seconded staff – Officials of a government, regional agency, development bank, international organization, academia, or private enterprise may be appointed on a term appointment to the Fund for a specific period of time of at least one (1) year for skills enhancement, knowledge-sharing, strategic alliances, cultural exchange, and diversification to contribute to the Fund's work programme.



- 3.1.9 All appointments are subject to confirmation of the appointee's medical fitness for duty. GCF reserves the right to request additional reference and background security checks as conditions precedent to any appointment. Should the appointee fail the required medical tests or should any reference or background security checks be deemed unsatisfactory in GCF's sole discretion, an offer of appointment may be withdrawn.
- 3.1.10 The GCF may at any time require staff members to provide information concerning facts prior to their appointment which may be relevant to their suitability, integrity, conduct or service as a staff member. Prospective appointees also must bring any such facts to GCF's attention prior to their acceptance of any offer, or prior to their entry on duty with GCF for such facts that occur or develop after accepting an offer.

## 3.2 Probation

- 3.2.1 All appointments are subject to the staff member's successful completion of a probationary period, unless otherwise decided by the Executive Director, or the Heads of the Independent Units for their respective staff members in consultation with DPC, and stated in the letter of appointment. The length of the probationary period shall generally be 12 months in the case of appointments of three years or more, and three months in the case of all other appointments of six months or more. Any appointments of less than six months will not be subject to probation unless otherwise specified in the letter of appointment.
- 3.2.2 Staff members who are assigned to a different post while on probation will continue to serve on probation after their reassignment.
- 3.2.3 The Line Manager will meet with the newly appointed staff member as soon as possible after the staff member's entry on duty to establish the staff member's probation objectives. The objectives must be discussed with the staff member.
- 3.2.4 During a probationary period, staff members are expected to show satisfactory performance in their role, adherence to the GCF Standards of Conduct and values, adaptation to the GCF work culture, ability to work harmoniously with colleagues and supervisors, and the character and capabilities required for success in the Organization.
- 3.2.5 The performance of a staff member will be reviewed at the midpoint of the probation period. A review will also be conducted at the end of the original probation period based on which the Line Manager will reach a conclusion regarding the staff member's probation that will be shared with the next-level manager. Based on this, the next-level manager will then make a recommendation regarding the staff member's probation. The staff member will be given five days to comment on such recommendation .
- 3.2.6 Having regard to the recommendation and any comments given by the staff member, the Executive Director, or the Heads of independent units for their

respective staff members in consultation with the Director of People and Culture, may:

- Determine that the staff member has met the probationary objectives and confirm the appointment based on this determination;
- Extend a probationary period by up to six months to allow additional time for the staff member to meet the probation objectives; or
- Terminate the staff member's appointment in accordance with these Staff Rules.

3.2.7 Where the staff member's probation is extended, a further review will be conducted by the Line Manager at the end of the extended probationary period. Based on that review, the next-level manager will make a recommendation regarding the confirmation or non-confirmation of the staff member's appointment. The staff member will be given five days to comment on such recommendation.

3.2.8 Having regard to the recommendation and any comments given by the staff member, the Executive Director, or the Heads of independent units for their respective staff members in consultation with the Department of People and Culture, will make a decision regarding the confirmation or non-confirmation of the staff member.

3.2.9 If the Line Manager or the next-level manager is the same as the Executive Director or the Heads of Independent Units for their respective staff members, the recommendation(s) and decision(s) will be taken by that manager accordingly.

### **3.3 Termination during the probation period and non-confirmation of appointment following a probation period**

3.3.1 The Executive Director, or the Heads of the Independent Units for their respective staff members in consultation with DPC, may terminate the appointment of a staff member within 30 days of completion of the probation period where the staff member has failed to meet GCF's expectations by providing the staff member with 30 days' notice.

3.3.2 A staff member's appointment may be terminated in the interest of the Fund at any time during the staff member's probationary period by providing no less than thirty (30) days' notice.

### **3.4 Transfer, reassignments, secondments and loans**

3.4.1 Staff members are subject to transfer from the Duty Station of their initial appointment, and to travel officially on behalf of the Fund to any part of the world at any time, by the Executive Director, or the Heads of Independent Units for their respective staff members in consultation with DPC. Unless otherwise provided in the letter of appointment, the Executive Director may reassign any staff member to a different post at the same grade level, for short- or long-term assignment or on a permanent basis, in the interests of the Organization, taking into account the staff member's skills, qualifications and interests. The Heads of Independent Units may also, factoring in the same considerations, reassign staff members within their units in consultation with DPC.

3.4.2 A staff member may be assigned temporarily to perform the functions of another post at a higher grade level. A temporary assignment of two months or less

under this provision does not entitle a staff member to any salary increase. Any temporary assignment under this provision does not entitle a staff member to additional privileges and immunities afforded by the Host Country.

3.4.3 The Executive Director may conclude agreements with other institutions for the secondment or loan of their employees to GCF. The terms and conditions of such secondment and loans shall be determined in an agreement between GCF and the seconding or loaning institution, subject to the concerned individual's agreement.

3.4.4 The Executive Director, or the Heads of Independent Units for their respective staff members in consultation with DPC, may release a staff member for temporary secondment or loan to another institution. The terms and conditions of any such secondment or loan shall be determined in an agreement between GCF as represented by the Executive Director and the receiving institution, which shall be subject to the concerned staff member's agreement.

### **3.5 Personnel file**

3.5.1 A personnel file shall be established and maintained for each staff member. This file shall comprise documents relating to the staff member's appointment and service with GCF.

3.5.2 Personnel files shall be confidential. Staff members may consult their personnel files consistent with any procedures developed by DPC.

### **3.6 Information upon appointment**

3.6.1 Prior to the start of their appointment, staff members must provide sufficient information to enable GCF to determine their status under the Staff Regulations and Staff Rules and to complete administrative arrangements in connection with their appointments. Such information may include, without limitation, information on nationality and/or permanent residency, marital or partnership status, dependency status and designation of beneficiaries.

3.6.2 Prior to the start of the appointment, GCF shall determine a staff member's Place of Recruitment (POR) to establish applicable allowances and benefits.

3.6.3 Prior to the start of the appointment, GCF shall determine a staff member's Place of Permanent Residence (PPR) to establish applicable allowances and benefits. Upon request, the Executive Director may determine another location as the PPR where the staff member (i) is a permanent resident of the country or territory of that location, and (ii) provides evidence of substantial personal ties to that particular location.

## CHAPTER IV: Salary, allowances and benefits

### Part I: Salaries

#### 4.0 Salary practice upon appointment

- 4.0.1 Candidates selected for appointment are offered a starting salary within the salary range applicable to the position's grade level.
- 4.0.2 The starting salary will be justified having regard to the level of the position and the selected candidate's experience, qualifications and internal equity.
- 4.0.3 In no circumstances may a staff member's salary be set at a level below or above the salary range applicable to their position's grade level.

#### 4.1 Salary increases

- 4.1.1 The Executive Director will review the salary scale on an annual basis and report the outcome of the review and recommendation to the Board for its consideration.
- 4.1.2 GCF may offer salary increases following revision of the salary scale, following promotion to a higher grade level, for reasons of internal equity, or as otherwise determined by the Executive Director. Any salary increase shall be subject to budget availability.
- 4.1.3 Where any salary increase would take a staff member's salary above the maximum of the salary range applicable to the post's grade level, the staff member's salary will be set to such maximum.
- 4.1.4 Following a revision of the salary scale, all salaries that fall below the minimum of the revised scale applicable to each grade level will be increased to reach at least the minimum, effective as of the date of entry into force of the revised salary scale.
- 4.1.5 GCF may adopt other measures to reward performance.
- 4.1.6 Upon promotion to a higher grade level, a staff member's salary will be increased to (i) the minimum salary of the higher grade level or (ii) a 10 per cent increase of current salary, whichever is higher and/or as decided by the Executive Director based on internal equity considerations. A salary increase following promotion is effective as of the date the staff member begins service in their new position.

#### 4.2 Salary payments, taxation and salary advances

- 4.2.1 Salaries are paid monthly net of applicable deductions. The salary paid to a staff member who has been on Active Assignment for less than a full month will be prorated.
- 4.2.2 Staff members are solely responsible for the payment of any taxes owed on, or assessed based on their GCF salary, allowances and/or benefits, in any jurisdiction. GCF does not provide compensation or make reimbursements for any such tax payments.

- 4.2.3 The Director of People and Culture may authorize the payment of a salary advance upon written request presented by a staff member, subject to any applicable limits.
- 4.2.4 The Director of People and Culture may adopt measures, procedures or guidance notes regarding salary administration.

## **Part II: Allowances and benefits**

### **4.3 General provisions**

- 4.3.1 Staff members holding fixed-term appointments are eligible for allowances and benefits under this Part. Staff members on all other appointments are ineligible unless otherwise provided in their letter of appointment.
- 4.3.2 Staff members have a duty to update any information provided to the Department of People and Culture related to their eligibility for allowances or benefits under this Part. Staff members must report any change to their circumstances that may affect their eligibility within 30 days of the change. GCF reserves the right to make verifications or to request the provision of documentary evidence to confirm a staff member's eligibility for any allowance or benefit.
- 4.3.3 Unless otherwise provided under these Staff Rules, GCF will not pay any benefits or other entitlements to the extent that they duplicate benefits provided by the staff member's previous or future employer. Staff members have a duty to declare to the Department of People and Culture any allowances or benefits of a nature similar to those provided under this Part which they receive from other sources.
- 4.3.4 Unless otherwise provided under these Staff Rules, where Partners are both staff members of GCF and entitled to the same allowance or benefit, appropriate deductions will be made to avoid any duplication.
- 4.3.5 Unless otherwise provided under these Staff Rules, any allowance or benefit may be reduced on a pro rata basis if the eligibility of the staff member, their Partner or Dependent Child(ren) commences or ceases in the course of a period during which the allowance or benefit is accrued.
- 4.3.6 GCF may recover any overpayment or deduct any outstanding receivable from any payment of salary, allowances or benefits. Upon request from the staff member, the Director of People and Culture may agree to apply any recovery or deduction under this provision over several payments, spread over no more than the period remaining for the staff member's appointment, potential extensions excluded, or six months, whichever is less. GCF reserves the right to apply interest to any claim for overpayment or outstanding receivable in accordance with procedures or guidance notes which may be adopted by the Executive Director.
- 4.3.7 Staff members bear responsibility for claiming allowances and benefits for which they are eligible in a timely manner. No retroactive payments of allowances and benefits will be made by GCF unless exceptionally authorized by the Director of People and Culture.
- 4.3.8 Where a staff member claims any benefit or allowance in respect of a Dependent Child, the staff member shall provide supporting document(s), in form and

substance acceptable to the Department of People and Culture. Based on this evidence, GCF will decide whether the child is to be considered a Dependent Child under Staff Rule 1.0.

- 4.3.9 If GCF has recognized that a Dependent Child has special needs, the age limits applicable to the definition of “Dependent Child(ren)” do not apply.
- 4.3.10 The rates of allowances and benefits under this Part are set by the Board and are subject to periodic revisions. The current rates of allowances and benefits are listed in Appendix III of the Staff Regulations.
- 4.3.11 The Director of People and Culture may adopt measures, procedures or guidance notes regarding the administration of the allowances and benefits under this Part.

**(a) Benefits upon appointment**

**4.4 Settlement Allowance**

- 4.4.1 Newly appointed eligible staff members whose POR is outside of their Duty Station are entitled to a one-time settlement allowance to assist them with the cost of moving to and establishing a household at the Duty Station. The rate of the allowance varies depending on whether the staff member relocates alone or with a Partner and/or Dependent Child(ren).
- 4.4.2 The settlement allowance is payable after the eligible staff member has moved to their assigned Duty Station.
- 4.4.3 Payment of the settlement allowance for staff members with a Partner and/or Dependent Child(ren) is conditional upon the actual travel of the staff member’s Partner and/or Dependent Child(ren) and their subsequent residence at the Duty Station for a minimum of six months within the first year of the appointment.
- 4.4.4 If a staff member resigns prior to completing one year of service, GCF will recover 50 per cent of the settlement allowance.

**4.5 Reimbursement of Housing Broker’s Fees**

- 4.5.1 Newly appointed eligible staff members who use the services of a professional rental or housing broker to find accommodation at their Duty Station are entitled to a one-time allowance to assist them with the cost of such service.
- 4.5.2 The amount of the allowance shall be equal to the broker’s fee paid by the staff member up to a maximum determined by the Director of People and Culture.

**4.6 Appointment Travel Benefit**

- 4.6.1 Newly appointed eligible staff members are entitled to a one-time appointment travel benefit to assist them with the cost of travel from the POR, or where applicable the PPR, to their Duty Station, including the cost of travel of their Partner and Dependent Child(ren) who accompany the staff member.
- 4.6.2 Upon request, GCF may provide appointment travel from the staff member’s PPR if either of the following conditions are met:

- a. The cost of travel from the PPR is lower than the cost of travel from the POR; or
- b. The staff member has resided in the PPR for at least 90 continuous days prior to the date of their appointment.

4.6.3 Appointment travel for the staff member's Partner and Dependent Child(ren) shall take place within one year of the date of appointment and will generally be provided from the POR. If the Partner and/or a Dependent Child(ren) were not residing with the staff member at the POR at the time of appointment, the Partner and/or Dependent Child(ren) may travel to the Duty Station from their place of residence.

#### **4.7 Settlement Shipment Benefit**

4.7.1 Newly appointed eligible staff members are entitled to a one-time settlement shipment benefit from the POR, or where applicable the PPR, to their Duty Station. This benefit may be provided in kind or paid as a lump sum, subject to any applicable measures, procedures or guidance notes.

4.7.2 The settlement shipment benefit includes, subject to maximum amounts:

- a. The shipment or transportation of personal and household effects;
- b. The shipment or transportation of one motor vehicle;
- c. Marine and storage insurance; and
- d. Support in obtaining tax exemption and customs clearance for importing personal and household effects and/or one motor vehicle into the Duty Station country, provided that GCF shall not be responsible for any costs related to taxes and duties applicable during the exit clearance, transit or at the destination.

#### **(b) Benefits upon separation**

#### **4.8 Resettlement Allowance**

4.8.1 Separating eligible staff members whose PORS is outside of their Duty Station and who have completed at least one year of Active Assignment with GCF are entitled to a one-time resettlement allowance to assist them with the cost of moving away from the Duty Station.

4.8.2 A resettlement allowance will only be paid to staff members who travel away from the Duty Station upon their separation.

4.8.3 Eligible staff members who voluntarily separate after less than one year of Active Assignment will receive 50 per cent of the resettlement allowance.

4.8.4 In the event that a staff member dies during their first year of service with GCF, the resettlement allowance will be paid to the surviving Partner and/or the surviving Dependent Child(ren), if any, as soon as reasonably practicable after such occurrence.

#### **4.9 Resettlement Travel Benefit**

4.9.1 Separating eligible staff members whose PORS is outside their Duty Station and who have completed at least one year of Active Assignment with GCF are entitled to a

one-time resettlement travel benefit to assist them with the cost of travelling away from the Duty Station along with any eligible Partner and Dependent Child(ren).

- 4.9.2 A staff member's Partner and Dependent Child(ren) are eligible for resettlement travel benefit if they have lived at the Duty Station for at least six months during the staff member's employment term.
- 4.9.3 Resettlement travel with respect to the staff member and any eligible Partner and Dependent Child(ren) will generally be provided from the Duty Station to the staff member's PORS.
- 4.9.4 Resettlement travel must take place within 90 days of the staff member's separation, failing which the benefit is forfeited.

#### **4.10 Resettlement Shipment Benefit**

- 4.10.1 Separating eligible staff members whose PORS is outside of their Duty Station and who have completed at least one year of Active Assignment with GCF are entitled to a one-time resettlement shipment. This benefit may be provided in kind or paid as a lump sum, subject to any applicable measures, procedures or guidance notes.
- 4.10.2 Eligible staff members who voluntarily separate after less than one year of Active Assignment will receive 50 per cent of the resettlement shipment benefit.
- 4.10.3 In the event that a staff member dies during their first year of service with GCF, the resettlement shipment benefit will be paid to the surviving Partner and/or the surviving Dependent Child(ren), if any, as soon as reasonably practicable after such occurrence.
- 4.10.4 The resettlement shipment benefit includes, subject to applicable maximum amounts:
  - a. The shipment or transportation of personal and household effects;
  - b. The shipment or transportation of one motor vehicle;
  - c. Marine and storage insurance; and
  - d. Support in obtaining the exit clearance for exporting personal and household effects and/or one motor vehicle from the Duty Station country, provided that GCF shall not be responsible for any costs related to taxes and duties applicable during the exit clearance, transit or at the destination.

#### **4.11 Death in Service Grant**

- 4.11.1 Any eligible staff member who dies while in the service of GCF is entitled to a death in service grant of USD 20,000 to provide financial support to any surviving Partner, Dependent Child(ren) or other designated beneficiary.

#### **(c) Benefits during employment**

##### **4.12 Dependency Allowance**

- 4.12.1 Eligible staff members on Active Assignment are entitled to a dependency allowance to assist them in supporting their eligible Partner and Dependent Child(ren).

4.12.2 A dependency allowance shall not be payable with respect to:

- a. A Partner who does not resettle to the Duty Station of the staff member and/or whose annual earnings exceed one-third of the staff member's base salary; or
- b. A Dependent Child while the staff member is in receipt of education assistance or Childcare Support.

#### **4.13 Home Travel Benefit**

4.13.1 Eligible staff members are entitled to home travel leave as set out in Chapter V, and a home travel allowance (together, "home travel benefit"), to assist with the costs associated with maintaining social, familial and cultural tie for themselves, their Partner and any Dependent Child(ren).

4.13.2 Staff members eligible for home travel benefit are:

- (i) Staff members whose POR is in a country or territory other than their assigned Duty Station country, except when their PPR is in their assigned Duty Station country; or
- (ii) Staff members whose POR is in their assigned Duty Station country, provided they have resided in the Duty Station country for less than 24 months at the time of their recruitment except when their PPR is in their assigned Duty Station country; or
- (iii) Staff members whose POR is in their assigned Duty Station country, provided they carry over their home travel benefit from their previous employer.

4.13.3 Notwithstanding the above, no home travel benefit will be provided with respect to:

- a. Any Partner or Dependent Child who does not reside in the staff member's Duty Station country for at least six months during the year of the Active Assignment in which the staff member accrued the home travel benefit and allowance; or
- b. Any Dependent Child in respect of whom GCF provides education assistance outside the staff member's assigned Duty Station country, including education travel.

#### **4.14 Education Assistance**

4.14.1 Eligible staff members are entitled to education assistance to assist them with the cost of educating their eligible Dependent Child(ren).

4.14.2 Staff members eligible for education assistance are:

- (i) Staff members whose POR is in a country or territory other than their assigned Duty Station country, except for Host Country nationals who have spent less than six consecutive years immediately prior to their appointment residing outside of the Host Country; or
- (ii) Staff members whose POR is in their assigned Duty Station country, provided they have resided there less than 24 months immediately prior to their recruitment, except when their PPR is in their assigned Duty Station country; or

(iii) Staff members whose POR is in their assigned Duty Station country, provided they carry over their education assistance from their previous employer.

- 4.14.3 Eligible Dependent Child(ren) for the purposes of this Staff Rule are those who:
- Are aged from 5 to 23 at the start of the academic year for which education assistance is provided; and
  - Are in Full-Time Education.
- 4.14.4 Education assistance may cover education in or outside the Duty Station country up to applicable maximum amounts. Eligible Dependent Child(ren) in Full-Time Education in an education institution outside the staff member's Duty Station may receive Education Travel assistance of up to two round-trip journeys per academic year, subject to a cost limit defined by the Director of People and Culture, for the staff member and/or Partner to meet their Child(ren) either at the Child(ren)'s school location or staff member's Duty Station.
- 4.14.5 If an eligible Dependent Child's education is disrupted for more than six months due to compelling health reasons or compulsory military service, GCF shall extend the duration of the education assistance for a period equivalent to the period of disruption provided the staff member remains on Active Assignment. The total period for which the education assistance is provided by GCF shall not be longer than would have been the case if there had been no disruption.
- 4.14.6 In the event of the death of a staff member or their termination for health reasons under Staff Rule 8.6, GCF will continue to provide education assistance with respect to the staff member's eligible Dependent Child(ren) for the remaining duration of the academic year in which the staff member died or separated from GCF.
- 4.14.7 A Dependent Child with special needs whom GCF has recognized on the basis of medical evidence, and aged from 5 to 23 at the start of the academic year, is eligible for education assistance for children with special needs, up to applicable maximum amounts.
- 4.14.8 Where any financial assistance (including scholarships, discounts and grants) is obtained from other sources for the education of an eligible Dependent Child, GCF will deduct that amount from the payable amount of education assistance.

#### **4.15 Housing Assistance**

- 4.15.1 Eligible staff members are entitled to housing assistance in meeting their housing needs.
- 4.15.2 Staff members eligible for housing assistance are:
- Staff members whose POR is in a country other than their assigned Duty Station country except for Host Country nationals who have been residing outside of the Host Country for less than six years; or
  - Staff members whose POR is in their assigned Duty Station country, provided they have resided in the Duty Station country for less than 24 months at the time of their recruitment except when their PPR is in their assigned Duty Station country; or

(iii) Staff members whose POR is in their assigned Duty Station country, provided they carry over their housing assistance benefit from their previous employer.

4.15.3 A staff member shall not be eligible to receive housing assistance or claim reimbursement of rental costs for more than one place of accommodation at any given time.

#### **4.16 Childcare Support**

4.16.1 Eligible staff members on Active Assignment are entitled to childcare support for Dependent Child(ren) below the age of 5 years old to assist them with meeting the cost of childcare. Childcare support may be provided to a staff member who is not already in receipt of education assistance or a dependency allowance in respect of a Dependent Child. The amount of childcare support shall be provided on a monthly basis through reimbursement to cover up to a maximum of 75 per cent of licensed or certified childcare services subject to applicable maximum amounts.

#### **4.17 Bereavement Travel Benefit**

4.17.1 Eligible staff members are entitled to a bereavement travel benefit to assist with the cost of travel incurred for the staff member and eligible dependent(s) in the event of death of an Immediate Family Member outside the Duty Station country.

## **CHAPTER V: Attendance, holidays and leave**

### **5.0 Attendance, working hours and holidays**

5.0.1 Staff members shall normally perform their work at their assigned Duty Station.

5.0.2 Unless otherwise specified in a staff member's letter of appointment, the normal full-time work week at GCF consists of 40 working hours divided into five working days.

5.0.3 The work schedule of a staff members on part-time appointments is governed by their letter of appointment.

5.0.4 GCF observes nine official holidays, which shall be designated by the Director of People and Culture on an annual basis.

5.0.5 In addition, staff members holding fixed-term appointments on a full-time basis will be entitled to two floating holidays.

### **5.1 Overtime**

5.1.1 Overtime is work performed beyond 40 hours in one week, subject to a maximum of 376 hours of overtime per year. Overtime shall only be compensated to staff members at Grade I with the pre-approval of the Line

Manager. Approval of compensated overtime shall only be given where necessary for the effective operation of the Fund and where the work cannot reasonably be completed during regular working hours. In exceptional circumstances, retroactive approval may be granted when advance approval could not be given.

- 5.1.2 Overtime compensation will be computed at the following rates for every hour worked beyond 40 hours:
- a. One and a half times the hourly base salary rate during weekdays; and
  - b. Two times the hourly base salary rate on Saturdays and Sundays and official holidays designated under Staff Rule 5.0.4.

- 5.1.3 Staff members may also be granted discretionary time off by their Line Manager when required to work additional hours in periods of exceptional workload or during an official holiday and weekends. Discretionary time off shall be taken within three months from the period during which it was accrued. Unused discretionary time off can neither be accumulated nor converted into cash. Discretionary time off cannot be converted into other types of leave.

- 5.1.4 Staff members, regardless of grade, shall not be entitled to compensation or discretionary time off for overtime work or additional hours while on mission outside their assigned Duty Station. However, staff members on mission outside the Duty Station during the weekends, including travel time, may claim one day of discretionary time off for every weekend day spent on mission, upon their Line Manager's approval, to be taken within three calendar months.

## 5.2 Leave

- 5.2.1 All staff members holding fixed-term appointments on a full-time basis are eligible for leave entitlements as provided under this Chapter. Any leave entitlements for staff members on short-term appointments and those on part-time appointments, secondment or loan are determined and governed by the letter of appointment.
- 5.2.2 The standard leave unit is half a day, equivalent to four hours. Any absence from duty between four and eight hours is counted as one day of leave.
- 5.2.3 Except as otherwise provided, a staff member may not be absent from work without prior authorization from their Line Manager. The approval of any leave request is subject to the requirements of service.
- 5.2.4 Unauthorized absences are chargeable to annual leave to the extent of the staff member's accrued leave balance. Unauthorized absences exceeding the staff member's leave balance will be treated as leave without pay and deducted from any payment due by GCF to the staff member.
- 5.2.5 Except as otherwise provided in these Staff Rules, staff members on paid leave shall receive full salary, allowances and benefits, and shall accrue leave benefits at the ordinary rate for the entire duration of the leave period.



5.2.6 Except as otherwise provided in these Staff Rules, staff members on unpaid leave shall not receive a salary, allowances or benefits. However, during unpaid leave, a staff member may remain enrolled in the Provident Fund and relevant insurance policies by paying both the staff member's and GCF's contributions to such schemes.

5.2.7 The Director of People and Culture may adopt measures, procedures or guidance notes regarding leave administration.

### 5.3 Annual leave

5.3.1 Eligible staff members are entitled to take paid annual leave, allowing them to be absent from work for personal reasons, for up to 26 working days per calendar year. Annual leave is credited in advance at the beginning of each calendar year. Newly appointed staff members and those returning to service after unpaid leave will receive annual leave credits on a prorated basis in respect of any partial year of service.

5.3.2 Eligible staff members must take a minimum of 15 days of annual leave each year, failing which any unused leave days below that minimum will be forfeited. The minimum days of leave to be taken under this provision shall be prorated for newly appointed staff members and those returning to service after unpaid leave in respect of any partial year of service.

5.3.3 At the end of a calendar year, any annual leave balance will be carried over to the next year up to a maximum of 60 days, and any unused leave days beyond that maximum will be forfeited.

5.3.4 Eligible staff members who have used all their annual leave may request advanced annual leave up to 10 days per year for justifiable reasons, provided that their appointment is expected to continue for a period sufficient to accrue the number of leave days advanced. Advance annual leave may not be granted in connection with any period of leave without pay. Advance annual leave credits will automatically be charged against the staff member's leave entitlement in the subsequent year, and no further annual leave may be taken until the advanced leave has been fully offset against the staff member's annual leave entitlement. The decision whether to grant the advanced annual leave shall be made by the Director of People and Culture.

5.3.5 Unless otherwise provided in these Staff Rules, where a staff member separates during a calendar year, the year's annual leave accrual will be prorated to the number of days on Active Assignment during that year until separation date, and the staff member's annual leave balance will be adjusted accordingly. Any remaining annual leave balance will be paid in cash up to a maximum of sixty (60) days.

5.3.6 Staff members who have been suspended with or without pay will not accrue annual leave credits during their suspension period, and their annual leave balance will be adjusted accordingly. However, if an allegation of misconduct supporting the suspension is either subsequently dropped or determined to be unfounded, the annual leave credits will be restored.

5.3.7 Any annual leave taken by a staff member exceeding their annual leave balance taking into account any adjustment will be deducted from payroll and/or any final payment due to the staff member.

#### **5.4 Sick leave**

5.4.1 Sick leave is a temporary absence with pay that may be taken when a staff member must be away from the office due to illness or injury, a medical examination or medical treatment, or when the staff member's presence at work would jeopardize the health or safety of others. Sick leave may also be taken when a staff member must care for an Immediate Family Member who suffers from illness or injury or needs a medical examination or treatment.

5.4.2 Eligible staff members accrue 15 paid sick leave days per calendar year, which is credited in advance at the beginning of the year. Newly appointed staff members and those returning to service after unpaid leave will receive sick leave credits on a prorated basis in respect of any partial year of service.

5.4.3 Sick leave may be taken without medical certification for up to three consecutive working days. Any sick leave days taken beyond such period must be supported by a medical certificate providing an estimate of the duration of a staff member's absence from work, failing which the absence from work will be deemed unauthorized.

5.4.4 Staff members with appropriate medical certification may use sick leave to cover medical consultations, tests, examinations, or treatments received outside the Duty Station. However, days between consultations/treatments, or days spent waiting for test results or traveling, will be deducted from the annual leave balance or will be treated, in exceptional circumstances, as special leave without pay if the annual leave balance is insufficient to cover them.

5.4.5 The Director of People and Culture may require a staff member on sick leave to provide a medical certificate confirming their fitness for duty before returning to work. GCF may also take reasonable steps to verify the information provided by a staff member to justify a period of sick leave, including but not limited to requiring the staff member to undergo an examination by a doctor appointed by the Fund. Where a medical examination concludes that the staff member is fit to work, GCF may determine that the staff member is no longer on sick leave as of the date of such examination.

5.4.6 Unused sick days are forfeited at the end of a calendar year and cannot be carried over from one year to the next.

5.4.7 Where a staff member separates during a calendar year, the year's sick leave accrual will be prorated to the number of days served during that year until the separation date, and the staff member's sick leave balance will be adjusted accordingly. Any sick leave taken by a staff member exceeding their sick leave balance taking into account any adjustment will be deducted from the annual leave balance or the final payment due to the staff member.

#### **5.5 Parental leave/Extended parental leave**

5.5.1 Parental leave may be taken when a staff member must be away from the office:

- (a) In connection with their pregnancy, the delivery of their child and to take care of the newborn; or
  - (b) To assume custody of an adopted child(ren) up to the age of 16, provided the adoption is valid under the laws of the country or territory in which the adoption took place, to enable the staff member and the adoptee(s) to adjust psychologically and emotionally to each other and establish a bonding relationship.
- 5.5.2 Extended parental leave is continued absence from duty without pay, which may be granted by the Director of People and Culture to a staff member after paid parental leave entitlement has been used.
- 5.5.3 Where both parents are employed by the Fund and eligible for parental leave, they must jointly inform the Director of People and Culture which parent will be the primary caregiver.
- 5.5.4 Parental leave for primary caregivers will be granted for 16 consecutive calendar weeks. Parental leave for secondary caregivers will be granted for four calendar weeks, to be taken within 180 days of the date of birth or placement.
- 5.5.5 Parental leave may start as early as six consecutive calendar weeks before the expected delivery date for live births at the staff member's option or if certified by the attending physician. In case of adoption, parental leave will commence on the actual date of adoption.
- 5.5.6 When absence from work exceeds the parental leave entitlement, any such absence must be covered by annual leave, if available, or staff members may request extended parental leave without pay of no more than 12 calendar weeks.
- 5.6 Medical leave**
- 5.6.1 Medical leave may be taken when an eligible staff member must be away from the office due to a serious health condition. "Serious health condition" for the purposes of this chapter means an illness, injury, impairment, or other physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility; or continuing treatment by a healthcare provider for a condition that either prevents the staff member from performing the functions of their job, or prevents a close family member from attending school, or independently carrying out other daily activities. The continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days due to a medical reason or chronic condition. Other conditions may meet the definition of a serious health condition as recommended by a staff member's doctor, and with the final determination of the Fund's medical referee.
- 5.6.2 Eligible staff members are entitled to up to 45 working days of paid medical leave per year, which may be used following the exhaustion of any accrued sick leave days.
- 5.6.3 Following exhaustion of the paid medical leave entitlement, an eligible staff member who remains absent from work due to a serious health condition may be granted additional medical leave on reduced salary and benefits, as follows:

- a. Up to 45 working days at 70 per cent of the base salary and covered benefits (meaning, dependency allowance and GCF's contribution to the Provident Fund); and
- b. Up to an additional 30 working days at 50 per cent of base salary and covered benefits.

5.6.4 During any period of additional medical leave on reduced salary and benefits, GCF will continue to contribute to the staff member's insurance and social security coverage, provided that the staff member shall continue to pay their share of any applicable premiums. If the reduced pay does not fully cover such share, GCF will cover the shortfall, which will be recovered from the staff member's pay upon their return to work.

5.6.5 The Director of People and Culture may require a staff member on medical or additional medical leave to provide a medical certificate confirming their fitness for duty before returning to work. GCF may also take reasonable steps to verify the information provided by a staff member to justify a period of medical or additional medical leave, including but not limited to contacting the staff member's examining doctor and requiring the staff member to undergo an examination by the Fund's medical referee. Where a medical examination concludes that the staff member is fit to work, GCF may determine that the staff is no longer on medical or additional medical leave as of the date of such examination.

## 5.7 **Home travel leave**

5.7.1 Staff members who are eligible for home travel benefit will be granted home travel leave. The number of authorized home travel leave days will be determined on the basis of the most direct route (irrespective of the route actually taken) to be set by DPC.

## 5.8 **Bereavement leave**

5.8.1 Bereavement leave may be taken when a staff member must be away from the office due to the death of an Immediate Family Member.

5.8.2 Eligible staff members are entitled to up to five working days of bereavement leave for the death of an Immediate Family Member. Bereavement leave must be used within 90 days from the death. In exceptional circumstances, the Director of People and Culture may grant additional bereavement leave for justifiable reasons.

## 5.9 **Special leave without pay**

5.9.1 Staff members who have served on Active Assignment for at least five years in a fixed-term appointment on a full-time basis may apply for special leave without pay for up to one year, no more than once every five years. Such leave may be granted for valid reasons, which may be determined by the Director of People and Culture.

- 5.9.2 Requests for special leave without pay must be addressed in writing to the Executive Director or the Heads of the Independent Units for their respective staff members along with reasons supporting the request. The Executive Director, or the Heads of the Independent Units for their respective staff members, has discretion to grant or refuse any such request.
- 5.9.3 If a staff member wishes to resign during special leave without pay, they will be required to provide a notice period equal to that of resignation and make themselves available to GCF during this notice period, to ensure that their role and responsibilities are concluded in a manner satisfactory to GCF.
- 5.9.4 At the end of a period of special leave without pay, a staff member retains the right to return to the organization, to their post or to another available suitable position. If a suitable position cannot be found, the provisions regarding redundancy will apply.
- 5.10 Other types of leave**
- 5.10.1 A staff member who is subpoenaed to appear in court or other judicial proceedings to which they are not a party, may be granted paid administrative leave. When a staff member is a plaintiff or defendant or voluntarily appears in court, annual leave or unpaid administrative leave may be requested.
- 5.10.2 Staff members who are called for mandatory military or national service training from which they cannot be excused may be granted unpaid leave by the Director of People and Culture. In exceptional circumstances, paid leave may be granted.
- 5.10.3 Staff members may be granted up to 10 paid development leave days per calendar year to participate in external learning opportunities, or to take examinations related to an approved educational programme.
- 5.10.4 Eligible newly appointed staff members, staff members relocating to and from another Duty Station and staff members returning from special leave without pay may request administrative leave of up to two working days to conduct necessary personal business related to their appointment, relocation and resettlement. This leave must be taken within six months from the date of appointment or relocation. Such leave is granted by decision of the Director of People and Culture.
- 5.10.5 In exceptional circumstances not otherwise covered in this Chapter, the Executive Director, or the Heads of the independent units for their respective staff members in consultation with DPC, may grant special leave with or without pay to a staff member.

## CHAPTER VI: Social security, insurance and protection programmes

### 6.0 Provident Fund

- 6.0.1 For the duration of their appointment with GCF, staff members on fixed-term appointments (and staff members on all other types of appointments where provided in their letter of appointment) under the age of 67 on the date of appointment shall join and contribute to the GCF Provident Fund.
- 6.0.2 The Provident Fund is a defined contribution plan established by GCF in order to contribute to the future financial security of staff members upon retirement. Both GCF and staff members shall make periodic contributions to the staff member's individual account in proportions set by the Executive Director and as specified in **Appendix IVIV** to the Staff Regulations.
- 6.0.3 The Provident Fund shall be administered by an external service provider selected by GCF, which shall invest the plan's funds on behalf of staff members.
- 6.0.4 The terms and conditions of participation in the Provident Fund, and the scope and timing of benefit payments under the plan, are governed by the applicable legal framework, including instruments entered into between GCF and the external service provider detailing such plan, which are available for review upon request.
- 6.0.5 Staff members shall be solely responsible for the payment of any tax assessed on any benefits they receive pursuant to the Provident Fund plan.

### 6.1 Insurance

- 6.1.1 For the duration of their appointment with GCF, staff members on fixed-term appointments shall join mandatory group insurance plans arranged by GCF with external insurers. Coverage shall stop upon the separation of a staff member unless otherwise provided in the applicable insurance policy. Subject to applicable policies, coverage extends to staff members, their Partner and Dependent Child(ren).
- 6.1.2 GCF shall maintain the following group insurance plans which are mandatory for the staff to participate in upon appointment:
- a. Group Medical Insurance Plan;
  - b. Group Life Insurance Plan;
  - c. Accidental Death and Disability Insurance Plan; and
  - d. Workers' Compensation Insurance Plan.
- 6.1.3 GCF may also offer participation in optional insurance plans as follows, for which any premiums shall be borne by the staff members who choose to join them:
- a. Group Disability Insurance plan;
  - b. Dependents Life and Disability Insurance Plan; and
  - c. Group Life Insurance Plan (additional coverage beyond the mandatory coverage).

- 6.1.4 GCF shall contribute to insurance premiums up to percentages determined by the Director of People and Culture and specified in **Appendix V** to the Staff Regulations. Staff members shall contribute to insurance premiums through payroll deductions. GCF will not contribute to insurance premiums for staff members on unpaid leave, and any such staff members will be required to cover 100 per cent of the premiums applicable to the coverage should they wish to maintain during the unpaid leave period.
- 6.1.5 Staff members who have served for over 10 years and retire from the Fund may be allowed to continue their participation in the group medical insurance plan, provided that they pay the full premium.
- 6.1.6 The commencement, termination, conditions and extent of coverage under the insurance plans shall be governed by the applicable insurance policies. The duty to provide insurance coverage shall accrue to the relevant insurance carriers in accordance with such policies and in no event shall GCF itself be liable to provide insurance coverage. Staff members, their Partner and Dependent Child(ren) are bound by the obligations accruing to them by virtue of the applicable insurance policies.
- 6.1.7 Copies of the insurance policies in force will be maintained by the Department of People and Culture and will be available for review by staff members upon request. GCF may further publish notes regarding the nature and scope of insurance coverage available to staff members and their dependents. Any such notes shall be for informational purposes only, not creating binding rights, obligations or procedures, and shall not be considered to form part of the conditions of employment.
- 6.1.8 Staff members are required to inform the Department of People and Culture of any changes of circumstances that might impact their eligibility, or the eligibility of their Recognized Partner or Dependent Child(ren), for insurance coverage, or the extent of such coverage, under any applicable insurance policy. Insurers may also request such information or that any insured undergo medical examinations in accordance with applicable policies. Failure to provide timely, current and accurate information, or to comply with an insurer's request for information or a medical examination, may result in loss of coverage.
- 6.1.9 By exception to Chapter XI of these Staff Rules, any dispute or disagreement regarding a staff member's claim for insurance coverage or the application or interpretation of an insurance policy shall be settled according to the contract between GCF and the insurers.

## **CHAPTER VII: Performance and talent management**

### **7.0 General provisions**

- 7.0.1 The performance management process seeks to assess a staff member's contributions to GCF's mission through ongoing conversations and feedback. It

provides tools to optimize each staff member's performance in their role and support their professional development.

- 7.0.2 Unless otherwise provided in their letter of appointment, all staff members shall participate in the performance management process.
- 7.0.3 A staff member's performance is assessed by considering the achievement of identifiable results and targets, having regard to the quantity, quality and timeliness of deliverables as well as how these achievements have been attained, having regard to the GCF values and behavioural expectations.
- 7.0.4 The Director of People and Culture may adopt processes or guidance notes related to performance management and talent management under this Chapter.

## **7.1 Performance management cycle**

- 7.1.1 The performance management cycle takes place over a period of 12 months, generally aligned with the calendar year, beginning with the setting of objectives and adoption of a workplan, and culminating in a final annual performance review.
- 7.1.2 Line Managers are responsible for:
  - a. Developing a team/department workplan and aligning the team and organizational priorities with individual staff members' objectives at the beginning of each performance management cycle. This covers both desired achievements and deliverables against the workplan, and behavioural expectations against GCF values;
  - b. Providing support and ongoing feedback to their respective staff members, and helping them adjust to their work environment and assigned responsibilities including their development plans; and
  - c. Completing an annual performance evaluation for each of their staff members.
- 7.1.3 Staff members are responsible for:
  - a. Complying with instructions regarding the conduct of the performance management process, including the timely submission of information in the applicable performance management and development system;
  - b. Undertaking all mandatory training regarding expected behaviour and conduct in the course of their employment;
  - c. Setting their individual objectives with the agreement of the Line Manager aligned with the team and organizational priorities and collaborating constructively and proactively with their team members and applicable stakeholders to achieve their objectives and support the Fund's broader goals; and
  - d. Seeking timely support from their Line Manager whenever issues or concerns arise regarding the fulfilment of their objectives or completion of their workplan.
- 7.1.4 The annual performance evaluation records the Line Manager's assessment of a staff member's achievements as well as feedback regarding their strengths and development opportunities.
- 7.1.5 The results of annual performance evaluations may be taken into account in reaching decisions regarding promotion, extension or non-extension and renewal of a fixed-

term appointment, termination, participation in GCF's learning and career development programmes, and individual development initiatives.

## **7.2 Learning, training and career development**

7.2.1 GCF seeks to ensure that staff members have the skills and knowledge they need to fulfil their duties, support their professional development, and help keep them engaged and motivated in their roles, thereby enabling the Fund to achieve its goals.

7.2.2 GCF may provide learning and training opportunities to fill gaps where a staff member (or group of staff) needs additional skills or knowledge to fulfil their current roles, and professional development to enable staff members to build their skills and knowledge to better serve the Fund.

7.2.3 GCF may assign staff members to roles or projects outside their immediate responsibilities for developmental and/or cross functional support purposes for a defined period of time allocating a certain percentage of the staff member's time, upon the agreement of the staff member and their Line Manager.

## **7.3 Unsatisfactory performance**

7.3.1 Unsatisfactory performance may result from:

- a. A staff member's failure to perform the tasks described in their workplan, or to meet the objectives set for a performance management cycle, to the satisfaction of their Line Manager(s); or
- b. A staff member's failure to meet GCF's behavioural expectations or to establish satisfactory working relationships with colleagues or external stakeholders.

7.3.2 Line Managers are responsible for bringing any performance issues to the attention of the staff member as soon as possible and for identifying the remedial actions to be taken. Where the issues are either significant or recurring, the Line Manager may document them in writing and seek support from their HRBP, as needed.

7.3.3 A staff member whose performance is assessed as unsatisfactory, which will normally result in a performance rating of "partially meets expectations" or "does not meet expectations" (with respect to the performance goals) or "requires development" or "unsatisfactory" (with respect to behavioural expectations against GCF Values) will be introduced to a performance improvement plan ("PIP") that will be implemented in accordance with this Staff Rule.

7.3.4 Where a decision is made to implement a PIP, the contents of the PIP will be determined jointly by the Line Manager and their HRBP following consultation with the concerned staff member. The implementation of the PIP and its contents will be communicated in writing to the staff member. A PIP will normally contain the following elements:

- a. A description of the noted performance issues;
- b. The remedial steps to be taken in relation to each noted performance issue, along with a timeline, usually of no more than three months, for such steps to be implemented to the satisfaction of the Line Manager;

- c. The support to be provided to the staff member during the PIP towards completion of the remedial steps; and
  - d. Where relevant, any recommended training to support the staff member in making the needed improvements.
- 7.3.5 If after three months, the staff member's performance has not significantly improved to at least a generally satisfactory level as assessed by the Line Manager, the Executive Director, or the Heads of Independent Units for their respective staff members in consultation with DPC, will review the situation to decide whether to recommend either termination of the staff member's appointment, or further monitoring of the staff member's performance during a period of no more than three months.
- 7.3.6 Upon completion of the PIP, if the performance issues have been remedied to the Line Manager's satisfaction, the staff member will be notified in writing. If the performance issues have not been remedied, the Line Manager and the HRBP will make a recommendation to the Director of People and Culture regarding the appropriate action to be taken, which may include an extension of the PIP, a transfer or reassignment of the staff member to another suitable post, the non-renewal or non-extension of the staff member's appointment, or its termination in accordance with Chapter VIII.

## CHAPTER VIII: Ending employment

### 8.0 Resignation

- 8.0.1 A staff member on a fixed-term appointment may resign at any time by providing written notice of their effective separation date, addressed to the Executive Director, or the Heads of independent units for their respective staff members, with a copy to the staff member's Line Manager. Such notice shall be submitted with notice of at least thirty 30 days for non-managerial positions and 90 days for managerial positions prior to the effective separation date, unless otherwise specified in the staff member's letter of appointment. A notice of resignation may not be withdrawn without the written agreement of the Executive Director, or the Heads of independent units for their respective staff members in consultation with the DPC.
- 8.0.2 In the event that a staff member should fail to comply with the notice requirement under this Staff Rule, GCF may either (i) apply any available earned annual leave credit to offset any missed notice period; or (ii) deduct from any final payments made to the staff member the net value of the salary, allowances and benefits that the staff member would have earned during any missed notice period. A staff member who fails to provide the required notice shall also be deemed to have forfeited any benefits upon separation unless otherwise decided by the Director of People and Culture.
- 8.0.3 GCF may decline to accept the resignation of a staff member and instead terminate the employment of a staff member for misconduct in accordance with this Chapter.

8.0.4 A notice of resignation shall be deemed effective notwithstanding any failure to comply with the requirements of this Staff Rule.

## **8.1 Retirement**

8.1.1 A staff member shall retire when (s)he attains the age of 67. The effective date of separation shall be the date the staff member reaches 67 years old.

## **8.2 Termination during the probation period and non-confirmation of appointment following a probation period**

8.2.1 The Executive Director, or the Heads of the independent units for their respective staff members in consultation with DPC and OGC, may terminate the appointment of a staff member within 30 days of completion of the probation period where the staff member has failed to meet GCF's expectations by providing the staff member with 30 days' notice.

8.2.2 A staff member's appointment may be terminated in the interest of the Fund at any time during the staff member's probationary period by providing no less than 30 days' notice.

8.2.3 A staff member will not be eligible for termination indemnity where their appointment is terminated during the probationary period.

## **8.3 Expiration of appointment**

8.3.1 A staff member's appointment shall automatically expire at the end of the term stated in the letter of appointment, without any requirement for GCF to provide notice of termination.

8.3.2 Where GCF declines to renew or extend a fixed-term appointment, it shall inform the staff member of the reasons supporting this decision, generally no less than four months prior to the end of the staff member's term of appointment.

## **8.4 Redundancy**

8.4.1 The Executive Director, or the Heads of the independent units for their respective staff members in consultation with DPC and OGC, may terminate a staff member's appointment on grounds of redundancy in accordance with this Staff Rule where the staff member's post has been abolished or for any other reason provided in Staff Regulations Chapter 10 paragraph 10.2 ("Redundancy Decision").

8.4.2 A Redundancy Decision shall be communicated in writing to the staff member at least 90 days prior to its effective date ("Redundancy Notice"). The Redundancy Notice shall state the reasons supporting the Redundancy Decision.

8.4.3 From the Redundancy Notice until the Redundancy Decision's effective date, GCF shall endeavour to reassign the staff member to another post at the same level matching their qualifications. In the event of such a reassignment, the staff member will be notified in writing.

8.4.4 In exceptional circumstances, or in the context of a reorganization, a staff member in receipt of a Redundancy Notice may be offered a direct appointment to any vacant

post matching their qualifications at the same grade level or one grade lower, without any reduction in salary, allowances or benefits.

8.4.5 If, following the Redundancy Decision's effective date, the impacted staff member has not been reassigned, the Executive Director, or the Heads of the independent units for their respective staff members, may terminate the staff member's appointment on grounds of redundancy by providing written notice at least 90 days prior to the date of termination.

8.4.6 A staff member whose appointment is terminated in accordance with this Staff Rule shall be entitled to a termination indemnity. Notwithstanding the above, unless the Executive Director, or the Heads of the independent units for their respective staff members in consultation with DPC, decides otherwise in exceptional circumstances, no termination indemnity shall be payable where the staff member has declined a direct appointment to another post.

## **8.6 Termination for health reasons**

8.6.1 The Executive Director, or the Heads of the independent units for their respective staff members in consultation with DPC and OGC, may terminate a staff member's appointment for health reasons by providing written notice at least 60 days prior to the date of termination, if either of the following conditions is met:

- a. The staff member is medically assessed as suffering from a health condition likely to prevent them from fulfilling their work duties satisfactorily for a period of six months or more, without any prospect of reassignment to another suitable post, following exhaustion of any sick and medical leave entitlements; or
- b. The staff member has exhausted all the sick or medical leave and, at the staff member's request, all the annual leave to which the staff member is entitled or has been granted.

8.6.2 At any time during a staff member's appointment, the Director of People and Culture may request that the staff member undergo a medical assessment with the Fund's medical referee for the purpose of determining whether the condition in Staff Rule 8.6.1 (a) is met. In the event of a refusal to undergo such an assessment, this condition shall be deemed to be met.

8.6.3 Any medical determination made under Staff Rule 8.6.2 may be appealed to a Medical Board set up by GCF within 30 days of the determination. The Medical Board shall be composed of three medical practitioners: one appointed by the Director of People and Culture, one appointed by the staff member, and a third appointed by the first two. If no agreement can be reached on the appointment of the third practitioner, the Executive Director shall appoint one. The Medical Board shall be given access to all relevant medical records pertaining to the staff member's condition and may request a further medical examination. By majority vote, the Medical Board shall issue a final medical determination. The cost of this final medical determination shall be borne by GCF.

8.6.4 A staff member whose appointment is terminated for health reasons shall be entitled to a termination indemnity.

## **8.7 Termination for unsatisfactory performance**

8.7.1 Upon recommendation of the Line Manager, the Executive Director, or the Heads of the independent units for their respective staff members in consultation with DPC and OGC, may terminate a staff member's appointment on grounds of unsatisfactory performance following completion of the process set out in Staff Rule 7.3.

8.7.2 Termination for unsatisfactory performance is made by providing written notice to the concerned staff member no less than 30 days prior to the effective date of termination.

## **8.8 Termination for misconduct**

8.8.1 The Executive Director may terminate a staff member's appointment on grounds of misconduct in accordance with Staff Rules Chapter X.

8.8.2 Where a staff member's appointment is terminated for misconduct, the Executive Director will decide whether the disciplinary measure includes the forfeiting of any benefits payable upon separation under Staff Rules Chapter IV.

## **8.9 Termination for abandonment of post**

8.9.1 The Executive Director, or the Heads of the independent units for their respective staff members in consultation with DPC and OGC, may terminate a staff member's appointment for abandonment of post where the staff member has been absent from duty without authorization for a period of 15 consecutive working days, by providing written notice delivered to the staff member's official GCF email address and stating the date of termination.

8.9.2 Where a staff member's appointment is terminated under this Staff Rule, the staff member shall be deemed to have forfeited any benefits upon separation under Chapter IV, and GCF will be entitled to recover any salary, allowances or benefits paid to the staff member on account of the period of unauthorized absence.

## **8.10 Death**

8.10.1 The appointment of a staff member shall end automatically upon the death of the staff member.

8.10.2 Applicable separation payments shall be made to the staff member's designated beneficiaries, as communicated to the Department of People and Culture or otherwise in accordance with applicable retirement and insurance schemes. In addition to separation payments otherwise provided under these Staff Rules, the separation payments shall include Death in Service Grant.

## **8.11 Exceptional unforeseen circumstances**

8.11.1 The Executive Director, or the Heads of the Independent Units for their respective staff members in consultation with DPC and OGC, may terminate a staff member's appointment in the interests of GCF where exceptional unforeseen circumstances preclude the continuation of the employment relationship, including but not limited to when GCF has become aware of undisclosed facts regarding the staff member which make them unsuitable for their post or service with GCF, and

would have precluded their engagement had they been known prior to the start of the staff member's appointment.

- 8.11.2 Termination under this Staff Rule is affected by providing written notice to the staff member, indicating the reasons for termination. Any notice period, and the staff member's eligibility for termination indemnity, shall be at the discretion of the Executive Director or the relevant Heads of the independent units for their respective staff members in consultation with DPC and OGC.

## **8.12 Notice period**

- 8.12.1 Where notice is required to be given by GCF prior to a staff member's separation, GCF may elect to relieve the staff member from the obligation to work through part or all of the notice period by making payment in lieu thereof. In such case, GCF will determine the staff member's effective separation date.
- 8.12.2 Where payment in lieu of notice is elected, such payment shall amount to the value of the net salary, allowances and benefits (after applicable deductions) that would have been payable to the staff member between their effective separation date and the separation date that would have applied had the notice period been worked in full.

## **8.13 Certificate of service**

- 8.13.1 A staff member who so requests shall, on leaving the service of GCF, be given a certificate recording the nature of their duties and the length of their service.

## **8.14 Exit requirements**

- 8.14.1 A staff member is required to settle any outstanding loans and other financial obligations to GCF on or prior to the date of separation, and to return any documents and property issued to them in their official capacity to designated GCF officials. GCF may deduct from separation payments the value of any outstanding obligations or unreturned property.
- 8.14.2 Staff members may be requested to participate in an exit interview prior to their separation.

## **8.15 Termination indemnity**

- 8.15.1 A termination indemnity shall not be payable unless specifically provided under this Chapter.
- 8.15.2 Where a termination indemnity is payable, the payment shall be calculated as one month's base salary for each year of Active Assignment up to a maximum of 12 months' base salary. However, such termination indemnity will in no case exceed the total salary the staff member would have received, had they remained in service until their normal retirement age or, in the case of a fixed-term appointment or a short-term appointment, until the expiration of such appointment.

## **CHAPTER IX: Staff council and staff consultation**

### **9.0 Staff Council**

- 9.0.1 Staff members are free to form a Staff Council composed of elected representatives to foster cooperation among staff members and between staff members and management, to promote the aims and objectives of the Fund, to convey and promote the views of staff members on matters related to their common rights, interests and welfare, and to be consulted as provided in these Staff Rules.
- 9.0.2 Membership of the Staff Council shall be open to all staff members, except the Executive Director and the Heads of the independent units. The representatives elected to serve on the Staff Council shall be selected from among Staff Council members.
- 9.0.3 Staff members appointed to the Office of the General Counsel and Department of People and Culture, as well as members of the Executive Leadership Team, Head of Audit and Heads of independent units are ineligible to serve as elected representatives on the Staff Council to preclude risks of conflict of interest between that function and their official duties at the Fund.
- 9.0.4 Staff members who serve as elected representatives of the Staff Council shall be accorded reasonable time during working hours to carry out their duties, as may be prescribed by instructions issued by the Executive Director. Staff Council representatives, however, remain responsible for meeting the objectives set as part of their workplan.
- 9.0.5 No staff member shall be subjected to reprisal on account of their membership, lack of membership, or function as a representative of the Staff Council.

### **9.1 Staff consultation**

- 9.1.1 The Executive Director shall consult with the Staff Council prior to the adoption or revision of these Staff Rules and instruments affecting the employment conditions of staff. Comments provided by the Staff Council will be given due consideration. The Executive Director may adopt instruments consistent with the legal framework within which consultations with the Staff Council take place. The Staff Council will be consulted prior to the adoption or amendment of any such instruments.
- 9.1.2 In the course of consultations, the Staff Council may be given access to confidential documents and information. Whenever confidential documents or information is shared with the Staff Council, its members have a duty to maintain and take all reasonable steps to protect its confidentiality.

## **CHAPTER X: Professional working environment**

### **10.0 Professional Conduct Unit**

- 10.0.1 GCF is committed to maintaining a professional working environment in which all individuals are treated with respect, dignity and courtesy. Wherever possible and appropriate, GCF encourages the use of informal resolution to resolve interpersonal workplace conflicts, recognizing its importance for maintaining a professional working environment. To this end, the Professional Conduct Unit provides confidential and impartial informal resolution services to GCF staff members to address interpersonal workplace conflict at its earliest stage and wherever possible and appropriate.
- 10.0.2 Staff members considering informal resolution can seek further guidance on available options from the Professional Conduct Unit and/or DPC. Staff members can pursue informal resolution at any time. However, staff members are encouraged to seek informal resolution as soon as possible after the conflict occurs, in order to ensure early and effective action or intervention. Nothing in this provision prevents a staff member from reporting misconduct in accordance with the GCF integrity policies.

## **CHAPTER XI: Misconduct and disciplinary measures**

### **11.0 General provisions**

- 11.0.1 All staff members are required to comply with their obligations under the GCF legal framework, which includes, but is not limited to: the Staff Regulations; the Staff Rules; the Standards of Conduct; applicable Board decisions; administrative instructions; and any other policy or instrument establishing obligations for GCF staff members. A staff member whose conduct is deemed unsatisfactory having regard to these standards may be subject to disciplinary measures under this Chapter.
- 11.0.2 The Staff Regulations provide the definition of “misconduct” applicable to all GCF staff members. It includes, but is not limited to, the following acts and omissions:
- a. Abuse or misuse of one’s official position, or GCF benefits and allowances, and any failure or neglect to inform the Department of People and Culture of changes of circumstances liable to impact the administration of benefits or allowances;
  - b. Intentional or reckless disregard of duty or gross negligence in the performance of assigned duties;
  - c. Conduct unbecoming of a staff member’s status as an international civil servant, including conduct outside the workplace or on social media liable to reflect adversely on GCF;
  - d. Abuse or misuse of any privileges or immunities accorded to a staff member owing to their status as an official of GCF;
  - e. Abuse, misuse or misappropriation of GCF funds, assets, resources or other property for which GCF bears responsibility;
  - f. Violation of applicable domestic laws or regulations, including criminal acts;
  - g. False statements, misrepresentation or fraud whether oral or written, including making allegations known to be false or with wilful disregard as to whether they are true or false;
  - h. Failure to disclose facts of a legal nature liable to impact GCF’s operations or reputation, or to affect a staff member’s suitability for service;

- i. Sexual abuse, sexual exploitation and/or sexual harassment;
  - j. Physical abuse of any person, including assault and acts or wilful omissions causing or liable to cause bodily harm; and
  - k. Actions, omissions or behaviours amounting to harassment, discrimination or abuse of authority.
- 11.0.3 “Harassment” means unwelcome verbal or physical behaviour that unreasonably interferes with work or creates an intimidating, hostile or offensive work environment. The mere expression of disagreement, admonishment, criticism, or similar action regarding work performance, conduct, or any related issues within a supervisory relationship, where communicated appropriately, shall not normally be considered harassment.
- 11.0.4 “Discrimination” is any arbitrary distinction on the basis of gender, race, religion or belief, nationality, ethnic or social origin, age, sexual orientation, marital status, disability or other aspects of personal status, which would reasonably have the effect of treating an individual or group unfairly or unjustly either directly or indirectly.
- 11.0.5 All procedures under this Chapter are confidential unless otherwise provided. Breaches of confidentiality may constitute misconduct and lead to disciplinary action.
- 11.0.6 Any staff member or individual who takes part in any process under this Chapter, including but not limited to reporting potential instances of misconduct and cooperating in any preliminary enquiry, investigation or disciplinary procedure, shall be protected from any form of retaliation or reprisal.
- 11.0.7 In fulfilment of their duties under this Chapter, the Executive Director shall have access to all relevant personnel information and other official records held by GCF, consistent with applicable policies. In addition, members of the Office of the General Counsel and the Director of People and Culture may be given access to confidential information under this Chapter in the course of their duties.
- 11.0.8 Participants in any procedure under this Chapter are not entitled to formal legal representation. However, any participant has the right to seek external legal advice at their own cost, which will not be reimbursed by GCF.
- 11.0.9 A staff member’s separation does not suspend or terminate procedures under this Chapter. In the event a staff member separates after a report of potential misconduct has been received, GCF may fully or partially suspend payment of benefits due upon separation until completion of procedures under this Chapter. GCF reserves the rights: (i) to initiate or pursue any investigation related to facts that arose while a staff member was in the Fund’s employment; and (ii) to initiate or pursue disciplinary proceedings against the former staff member with regard to any such facts. In each instance, the former staff member shall be entitled to the same procedural rights as staff members under this Chapter.

## **11.1 Duties and responsibilities**

- 11.1.1 All staff members have a duty to:
- a. Promptly report potential instances of misconduct of which they become aware, consistent with the GCF integrity policies;

- b. Protect the confidentiality of any information obtained through their involvement in any process described in this Chapter, unless sharing of information is specifically required under these Staff Rules; and
- c. Cooperate with any preliminary assessment, investigation or disciplinary procedure in which their involvement is requested, including by providing any relevant information or documentation in their possession pertaining to the matter.

11.1.2 In addition to their duties as staff members, Line Managers are responsible for:

- a. Providing information, support and guidance to staff members who wish to report potential instances of misconduct under this Chapter;
- b. Acting as role models by adopting behaviours compliant with all standards of conduct applicable to staff members and embodying the GCF values;
- c. Taking appropriate steps to prevent instances of misconduct from being committed under their managerial oversight; and
- d. Proactively addressing minor behavioural issues directly in the course of the working relations with the staff members under their supervision.

## **11.2 Interim measures**

11.2.1 The Executive Director may at any time, including upon a recommendation from the Independent Integrity Unit in accordance with the integrity policies, adopt appropriate interim measures to mitigate risks arising from any instance of potential misconduct, to protect individuals, assets or property, or otherwise in the interest of the Fund. In the event that interim measures would impact the staff member(s) or the work of the independent units, the Executive Director will consult with the relevant Head of independent unit prior to taking such interim measures.

11.2.2 Interim measures may include, but are not limited to, the following measures with respect to staff member(s):

- a. Temporary transfer, relief or reassignment of duties;
- b. Suspension from duty with or without pay or benefits;
- c. Prohibition from access to GCF premises or systems;
- d. Requiring the handover of any device, document or property owned by GCF; and
- e. Preventing contact with GCF officials or other individuals or entities.

11.2.3 Where any interim measure is taken, the nature of the measure and its duration shall be communicated in writing to the impacted staff member(s), along with the reasons supporting the measure. An interim measure does not prejudice the outcome of any ongoing procedure under this Chapter and does not constitute a disciplinary measure.

11.2.4 Where a staff member is prevented from accessing GCF premises or systems as an interim measure, appropriate measures shall be taken to ensure that the staff member's right to comment on allegations, or to defend against them, is preserved.

11.2.5 Subject to the decision of the Executive Director, interim measures may be implemented following the receipt of an allegation pending the conduct of a preliminary assessment, an investigation, disciplinary proceedings or for a fixed period.

- 11.2.6 Where any portion of a staff member's remuneration is withheld as a result of interim measures based on a report of alleged misconduct, the staff member shall be entitled to reimbursement of any amounts withheld if the case is either closed without a finding of misconduct, or if the allegations are dismissed.

### **11.3 Disciplinary proceedings**

- 11.3.1 The Executive Director may determine whether grounds exist to substantiate allegations that a staff member (the "Subject") has engaged in misconduct. Where a fact-finding investigation has been completed, this determination will normally be made within one month of the receipt of the investigation report. Fact-finding investigations are conducted in accordance with applicable GCF integrity policies and investigation standards, and reflect applicable principles in international administrative law.
- 11.3.2 If the Executive Director determines that the available information and evidence do not substantiate misconduct the matter will be closed, and the Subject will be informed accordingly.
- 11.3.3 If the Executive Director determines that the available information and evidence are sufficient to substantiate misconduct, the Subject will be notified of the alleged misconduct in writing. The notification will include the following information:
- a. A description of the Misconduct which the Subject is alleged to have engaged in, with reference to any relevant provisions of the GCF legal framework;
  - b. A description of the facts supporting the alleged misconduct, with reference to any evidence supporting such facts;
  - c. Copies of any evidence upon which the notification relies not previously disclosed to the Subject; and
  - d. The timeline within which the Subject is invited to respond to the notification.
- 11.3.4 The Subject shall have the right to respond to the notification in writing within a period of no less than 15 working days from the date of issuance of the notification. This timeline may be extended by the Executive Director upon the Subject's written request. In the absence of a response by the Subject, the disciplinary process will continue.

### **11.4 Disciplinary measures**

- 11.4.1 Following completion of the disciplinary proceedings under Staff Rule 11.3, the Executive Director shall decide whether grounds exist to impose disciplinary measures on the Subject. In reaching this decision, the Executive Director will determine whether the allegations are sufficiently established based on the full record, including any investigation report and the Subject's written response provided during the disciplinary proceedings.
- 11.4.2 Where misconduct is established, the Executive Director shall decide whether to impose any disciplinary measures from the following list, taking into account the nature and severity of the misconduct at issue as well as any aggravating and/or mitigating circumstances:
- a. Written censure;
  - b. Demotion;
  - c. Reassignment;
  - d. Reduction in salary;

- e. Ineligibility for performance-based compensation;
- f. Ineligibility for promotion;
- g. Suspension from duty with or without pay;
- h. Exclusion from future contractual opportunities with GCF;
- i. Dismissal with or without notice or separation benefits; and
- j. Summary dismissal.

11.4.3 In the event that the Subject performs a function in one of the Independent Units, the Executive Director will consult with the relevant Head of Independent Unit prior to reaching a decision to impose disciplinary measures on the staff member.

11.4.4 The Subject will be notified in writing of any disciplinary measure taken against them.

11.4.5 Warnings given in the normal course of the working relationship or in the context of a performance evaluation, and the recovery of funds owed to GCF, do not constitute disciplinary measures.

## 11.5 Administrative measures

11.5.1 At any time, the Executive Director, or the Executive Director in consultation with the Heads of independent units for their respective staff, may adopt administrative measures, which shall not constitute disciplinary measures, including:

- a. Requiring actions seeking to restore or safeguard working relations within the Fund, such as a letter of apology;
- b. External measures, such as reporting facts to domestic authorities, filing complaints or taking appropriate legal actions;
- c. Requiring a staff member to improve or develop skills or competencies, including training; and
- d. Any other measures in the interests of the Fund, including measures of a remedial nature.

11.5.2 The Executive Director may require a staff member whose misconduct resulted in a financial loss suffered by GCF to partially or fully compensate the Fund.

## 11.6 Information management

11.6.1 Where reports of misconduct are made against a staff member, the following documents shall be kept in the staff member's personnel file:

- a. Notifications issued pursuant to this Chapter outlining allegations of misconduct, and any response provided by the staff member; and
- b. Any decision regarding interim measures, disciplinary measures or administrative measures.

11.6.2 GCF reserves the right to disclose any information or documents obtained through the procedures under this Chapter to domestic authorities where there are reasons to believe that the laws or regulations of any country may have been breached, or otherwise in accordance with these Staff Rules. In such case, the concerned staff member will be informed in writing, except to the extent that the competent authorities oppose such disclosure. Where a staff member's immunity would

impede the course of justice, the Executive Director may decide to waive such immunity.

### **11.7 Appeals against disciplinary measures**

- 11.7.1 A staff member against whom a disciplinary measure was taken may appeal such measure in accordance with Chapter XI. An appeal filed against a disciplinary measure does not suspend the effect of such measure.

## **CHAPTER XII: Appeals**

### **12.0 General provisions**

- 12.0.1 This Chapter establishes informal and formal dispute resolution mechanisms available to staff members who consider that the terms and conditions of their employment have been violated.
- 12.0.2 Staff members can make use of the informal and formal dispute resolution mechanisms, in accordance with this Chapter. A former staff member, or a staff member's designated beneficiaries in the event that the staff member is deceased, may use informal and/or formal dispute resolution mechanisms provided that they (i) are seeking review of an administrative decision which occurred during the staff member's employment with the Fund; and (ii) all procedural requirements under this Chapter are complied with. In such cases, references to staff members in this Chapter shall apply to former staff members and their designated beneficiaries.
- 12.0.3 Staff members who are involved in any processes under this Chapter shall be protected from any form of reprisal on account of their involvement. Any such reprisal may amount to misconduct and may give rise to disciplinary action.
- 12.0.4 All procedures under this Chapter are confidential unless otherwise provided. Breaches of confidentiality may constitute misconduct and lead to disciplinary action under Chapter X. Members of the Office of the General Counsel and the Department of People and Culture may be given access to confidential information under this Chapter in the course of their duties.
- 12.0.5 The initiation of any procedure under this Chapter does not suspend the effects of any challenged administrative decision.
- 12.0.6 In exceptional circumstances, the Executive Director may waive any procedural requirement under this Chapter.

### **12.1 Informal resolution**

- 12.1.1 Staff members who consider that the terms and conditions of their employment have been violated are encouraged to attempt to have the matter resolved informally. To that end, a staff member who wishes to pursue informal dispute resolution should approach their HRBP and/or the Professional Conduct Unit

without delay, without prejudice to the right to pursue the matter formally in accordance with the provisions of the present Chapter.

- 12.1.2 A staff member, the HRBP or the Professional Conduct Unit may at any time propose to submit a dispute to mediation, in order to facilitate a mutually agreeable solution with the assistance of an impartial and independent mediator. A mediation shall only take place with the agreement of the staff member and the Fund.
- 12.1.3 Unless otherwise decided by the Executive Director, attempts to resolve a dispute informally do not suspend the timelines applicable to the other procedures under this Chapter.

## **12.2 Internal appeals**

- 12.2.1 A staff member wishing to formally contest an administrative decision alleging non-compliance with the terms and conditions of their appointment shall, as a first step, submit an internal appeal in writing (“Request for Appeal”) to the Secretary of the Appeals Committee.
- 12.2.2 Upon receipt of a request for Appeal, the Secretary shall submit a copy of the Request for Appeal to the Chair of the Appeals Committee, the Executive Director, the Director of People and Culture and the General Counsel.
- 12.2.3 A Request for Appeal must be submitted by no later than 45 days from the date on which a staff member was notified of the challenged administrative decision, failing which the appeal will not be receivable, and the matter will be considered closed.
- 12.2.4 A Request for Appeal shall include the administrative decision against which the appeal is made, a detailed presentation of the facts underlying the appeal, arguments presented in support of the appeal and a statement of the remedial measures sought. Any relevant documentary evidence shall be appended to the Request for Appeal. Requests for Appeal must also comply with any formal requirements adopted by the Appeals Committee in accordance with its Rules of Procedure as set out in Annex A to the Staff Rules.
- 12.2.5 A staff member who has submitted a Request for Appeal (an “Appellant”) may nominate another staff member to represent them and act on their behalf before the Appeals Committee, with the exception of members of the Office of the General Counsel, the Department of People and Culture or any person with involvement in the matters raised on appeal.
- 12.2.6 Following receipt of a Request for Appeal, the Chair of the Appeals Committee shall constitute an Appeals Panel to hear the appeal and issue a recommendation to the Executive Director. An Appeals Panel shall be composed of three members: the Chair, one member selected from the Appeals Committee members appointed by the Executive Director, and one member selected from those nominated by the Staff Council and appointed by the Executive Director. The Chair will ensure that each member appointed to an Appeals Panel is able to review the appeal in an objective, impartial and independent manner, and without any conflict of interest.
- 12.2.7 The composition of the Appeals Panel shall be communicated in writing to the Appellant and the Fund, who may object to it in writing within five days. The Appeals Panel shall rule on any objections to its composition. Where the Chair is

precluded from hearing an appeal in an objective, impartial and independent manner, the Executive Director will exceptionally appoint another Chair to the Appeals Panels on an ad hoc basis.

- 12.2.8 Where two or more appeals are received by the Appeals Committee, which raise the same or similar issues, the Appeals Panel may order the joinder of these appeals, in which case it shall adopt appropriate procedural measures to ensure due process for all parties involved. Where appeals are joined, the Appeals Panel shall issue a single recommendation under this Chapter.
- 12.2.9 Appeals proceedings shall be governed by the Appeals Committee Rules of Procedure in force on the date of submission of the Request for Appeal.
- 12.2.10 The Appeals Panel has the authority to request interviews of any staff member, to request and review any documents held by the Fund or any staff members that may shed light on the appeal and to take any other relevant investigative measures. Such measures may be taken in the absence of the parties where deemed appropriate by the Appeals Panel. In such case, the Appeals Panel shall provide the parties with a summary of any material information obtained and grant them a fair opportunity to comment.
- 12.2.11 Following the completion of appeals proceedings under this Chapter, the Appeals Panel shall issue a report, setting out its recommendation, to the Executive Director. The report will be submitted to the Executive Director within 90 calendar days from receipt of the appeal. The report will include a summary of the proceedings, the Appeals Panel's factual conclusions, its findings in relations to the claims made by the Appellant and a recommended final decision on the appeal. The Appeals Panel will strive to adopt its recommendations by consensus, failing which a recommendation may be adopted by a majority of its members. Where consensus cannot be reached, the recommendation will present any dissenting opinion.
- 12.2.12 The Executive Director will issue a final decision on the appeal, normally within 30 days of the Appeals Panel's recommendation. The Executive Director's final decision shall be communicated to the Appellant in writing along with a copy of the recommendation. Where the final decision departs from the recommendation, the Executive Director shall provide reasons for any such departure.

### **12.3 Appeals Committee**

- 12.3.1 The Appeals Committee is composed of five members: an independent Chair, two members appointed by the Executive Director, and two members nominated by the Staff Council and appointed by the Executive Director.
- 12.3.2 The Chair of the Appeals Committee shall be appointed by the Executive Director following consultation with the Staff Council. The Chair shall not be a current or former staff member of GCF, shall be independent and experienced in international administrative law, and shall be ineligible for appointment to any position within the Fund for a period of three years following the end of their term. The other members of the Appeals Committee shall be selected among current staff members. Members of the Office of the General Counsel and the Department of People and Culture shall not be eligible to serve as members of the Appeals Committee.

- 12.3.3 Members of the Appeals Committee shall serve for a term of two years, renewable once, except for the Chair, who shall serve for a non-renewable term of six years. Where a member leaves their function before the end of their term, a replacement shall be appointed for the remaining period.
- 12.3.4 The Executive Director shall appoint a Secretary to the Appeals Committee following consultation with the Staff Council. The Secretary shall not be a current or former staff member of GCF and shall be independent. The Secretary shall receive all correspondence addressed to the Appeals Committee or an Appeals Panel, keep records of pending and completed appeals and assist with correspondence from the Appeals Committee or an Appeals Panel.
- 12.3.5 The role of the Chair of the Appeals Committee shall be defined in terms of reference to be adopted by the Executive Director. All members of the Appeals Committee have the responsibility of fulfilling the functions attributed to them under this Chapter.
- 12.3.6 The Appeals Committee may supplement, amend, revoke or replace the Rules of Procedure for the conduct of internal appeals proceedings. Such Rules of Procedure shall become applicable and binding following their approval by the Executive Director.
- 12.3.7 The Appeals Committee will prepare an annual report, containing anonymized summaries of the cases appealed during the year and its recommendations addressed to the Executive Director.

#### **12.4 External appeals**

- 12.4.1 An Appellant may challenge the Executive Director's final decision under this Chapter by submitting a complaint to the International Labour Organization Administrative Tribunal for final determination.

## **Annex A: Appeals Committee Rules of Procedure**

### **I. General provisions**

#### **1.0 Application of rules, binding nature**

1.0.1 These Rules of Procedure (the "Rules") are established, and may be supplemented, amended, revoked or replaced from time to time, by the Appeals Committee with the approval of the Executive Director. The Rules apply to any appeal submitted to the Appeals Committee in accordance with the Staff Rules.

#### **1.1 Definitions**

1.1.1 For the purposes of these Rules:

- a. "Appeals Panel" means the members of the Appeals Committee designated to consider an appeal;
- b. "Appellant" means any current or former staff member submitting an appeal to the Appeals Committee in accordance with the Staff Rules;
- c. "Parties" means the Appellant and the Respondent;
- d. "Privileged Information" means all legal advice given by or on behalf of the Office of the General Counsel;
- e. "Report" means the report prepared by the Appeals Panel pursuant to Rule 5.1 in relation to any appeal;
- f. "Respondent" means the Director of People and Culture acting on GCF's behalf;
- g. "Secretary" means the Secretary or Alternate Secretary to the Appeals Committee ; and
- h. "Time Limit" means the time period within which an action has to be taken. If a time limit expires on a day on which the Fund is not open for business, it is deemed to expire on the next working day. However, the Appeals Committee may, upon an appellant's request, extend the time limit if it will expire during their periods of absence from the duty station on mission or leave.

#### **1.2 Confidentiality**

- 1.2.1 All documents related to an appeal will be treated as confidential and all documents and copies deposited with the Secretary will be maintained under strict security.
- 1.2.2 Except as otherwise provided in the Staff Rules, members of the Appeals Panel, or the Secretary, must not communicate, directly or indirectly, with any person who is not a member of the Appeals Panel regarding an appeal.

#### **1.3 Powers of the Appeals Panel**

- 1.3.1 At any stage of the proceedings, the Appeals Panel may:
- a. Hold preliminary hearings to consider issues involving an appeal, such as the Appeals Panel's competence, the interpretation of the Rules, clarification on the Statement of Appeal or Response, or limitations on the scope of appeal; or to clarify facts pertinent to

the appeal. The Appeals Panel determines the scope of any preliminary hearing and the procedures to be followed during such preliminary hearing;

- b. Suspend appeal proceedings, if the Appeals Panel considers this to be appropriate;
- c. Extend any time limit which may apply under the Rules, taking into account the nature and complexity of the appeal;
- d. Require any staff member to file within a specified time limit any document related to the appeal. The Appeals Panel will have the authority to call staff members and to examine any pertinent documents;
- e. Ensure that staff members who submit an appeal will have access to all pertinent documents in their personnel files and any other documents considered by the Appeals Panel. However, this will apply to documents received by or originating from the Fund under conditions of confidentiality only to the extent laid down in the Staff Rules;
- f. In agreement with the parties, dispense with procedural requirements set forth in the Staff Rules and these Rules; and
- g. Deal with any matter not expressly provided for in the Rules.

## **II. Functions of Chair and Secretary**

### **2.0 Chair of the Appeals Committee**

2.0.1 The Chair of the Appeals Committee directs the work of the Appeals Committee. The Chair or an Alternate Chair will represent the Appeals Committee in all administrative matters and will preside at the meetings of the Appeals Committee and Appeals Panel.

### **2.1 Secretary to the Appeals Committee**

2.1.1 The Secretary and any Alternate Secretaries are responsible to the Chair for facilitating the work of the Appeals Committee. The Secretary receives documents submitted to the Appeals Committee and is responsible for prescribed notifications; ensures compliance with the procedural and documentation requirements of the Appeals Committee; receives communications on behalf of the Chair and then forwards them to the Chair promptly for appropriate action; maintains prescribed records; prepares draft reports of the Appeals Committee and Appeals Panel; and coordinates the necessary administrative arrangements and services required by the Appeals Committee.

## **III. Appeal**

### **3.0. Submission of appeal**

3.0.1 Appeals submitted in accordance with the Staff Rules will be submitted to the Secretary and be presented in accordance with the format set forth in the Staff Rules. The Secretary will verify that the appeal has been submitted in the required format. The Secretary may call upon the Appellant to make the necessary corrections in the appeal and to provide necessary documents within a period which the Secretary will prescribe. After ascertaining that the requirements of this Rule have been met, the Secretary will transmit the appeal to the Chair of the Appeals Committee and a copy thereof to the Respondent.

## **IV. Proceedings of the Appeals Committee**

#### **4.0 Designation of Appeals Panel**

4.0.1 The Chair of the Appeals Committee will:

- (a) Pursuant to Chapter XII of the Staff Rules, designate an Appeals Panel of three members (including the Chair or Alternate Chair, as the case may be) who will constitute the Appeals Panel to consider each appeal;
- (b) Provide each member of the Appeals Panel with a copy of the Statement of Appeal;
- (c) Issue a Notice of Appeal, including the names of the members of the Appeals Panel, to the Appellant who shall raise any concerns regarding its composition in accordance with Chapter XII of the Staff Rules; and
- (d) Issue a Notice of Appeal to the Respondent, including the names of the members of the Appeals Panel who will consider the appeal, and a notice that the Respondent has 30 calendar days to file a Statement.

#### **4.1 Competence of the Appeals Panel**

- 4.1.1 Any objection by the Respondent to the Appeals Panel's competence upon which the Respondent wishes to obtain a decision before filing their Statement must be made in writing within 30 calendar days from receipt of the Notice of Appeal.
- 4.1.2 An objection to the Appeals Panel's competence can only be made on grounds of non-compliance with the time limits set forth in the Staff Rules or other procedural requirements for the submission of an appeal.
- 4.1.3 In the event that the Respondent files an Objection to the Appeals Panel's competence, the Secretary will deliver to the Appellant a copy thereof and inform the Appellant that, within 30 calendar days from receipt, the Appellant may submit comments. These comments will be limited to the Appeals Panel's competence and the procedural aspects of the case.
- 4.1.4 The Chairperson may call upon the parties to submit additional written statements or additional documents within a period fixed by the Chairperson.

#### **4.2 Ruling on competence**

- 4.2.1 The Appeals Panel will decide the question of competence regardless of whether or not the Respondent has filed an Objection to the Appeals Panel's Competence. The Appeals Panel will consider whether there has been compliance with the limits set forth in the Staff Rules and the other procedural requirements for submission of an appeal. In the event the Appeals Panel finds that it has no competence, it will recommend that the Executive Director reject the appeal. If the Appeals Panel confirms its competence, it will direct the Respondent to submit a Statement within 30 calendar days from receipt thereof.

### **4.3 Subsequent submissions**

4.3.1 Subsequent submissions must be made by letter or memorandum to the Chair of the Appeals Panel through the Secretary, with a copy furnished to the other party, within the following time limits:

- (a) Appellant's Counterstatement within 15 calendar days of receipt of the Respondent's Statement; and
- (b) Respondent's reply within 15 calendar days of receipt by the Respondent of Appellant's Counterstatement.

### **4.4 Additional statements, documents, information and confidential documents**

4.4.1 The Chair may, at all times prior to the decision on the appeal, obtain from any person any necessary written information in relation to the appeal that is not Privileged Information. The Secretary will provide copies of all requests for information to the General Counsel. Such information will be communicated to the parties by the Secretary upon receipt, unless, at the request of the person providing the information or for any other reason, the Appeals Panel decides otherwise.

4.4.2 The Chair may, on his or her own initiative or at the request of either party, call upon one or both parties to submit additional written statements or additional documents within a period fixed by the Chair. Upon receipt of such additional written statement or document from one party, the Secretary will deliver a copy thereof to the other party.

4.4.3 The Respondent may request that a confidential document be examined by the Appeals Panel *in camera*. If the Respondent makes the whole or part of a confidential document available to the Appeals Panel, no information contained in that document may be directly or indirectly divulged, except under the conditions specified by the Respondent.

### **4.5 Notice of hearing**

4.5.1 The Secretary will notify the parties of the time and place of any hearing not less than 15 calendar days prior to the scheduled hearing. The Appellant or Respondent may object to a hearing date, and, in appropriate circumstances, the Chair may approve a rescheduling of the hearing.

### **4.6 Representation**

4.6.1 An appeal may be prepared and presented to the Appeals Panel by a representative on behalf of the Appellant. Such a representative must be a staff member of the Fund, whose name will be communicated to the Secretary not less than five working days prior to the hearing. Staff members in the Office of the General Counsel are precluded from acting on behalf of the Appellant.

### **4.7 Witnesses**

4.7.1 At least seven calendar days prior to the date of the hearing, each party must file with the Appeals Panel, with a copy to the other party, a Witness List showing the names of witnesses, if any, to be called by the party and a brief summary of the evidence to be elicited from each witness.

4.7.2 If the Appeals Panel considers that it requires the testimony of the witness, it may at its sole discretion call upon the witness to testify at the hearing.

4.7.3 The Appeals Panel may, on its own initiative or at the request of either party, call upon any person to testify at a hearing.

#### **4.8 Testimony**

4.8.1 At a hearing, the Appeals Panel will have the right to question each party and any witness.

4.8.2 With the concurrence of the Chair, the parties may question each other and any witness.

4.8.3 The Appeals Panel may limit the number of witnesses to be heard and the extent of any oral testimony when it is satisfied that sufficient evidence has been heard to disclose fully and fairly the facts related to the appeal.

4.8.4 No question will be asked concerning Privileged Information.

4.8.5 A witness may only refuse to answer a question on the basis that the answer would disclose Privileged Information.

4.8.6 All oral evidence taken before the Appeals Panel will be recorded in such manner as the Appeals Panel may direct.

#### **4.9 Attendance at hearings**

4.9.1 All hearings will be held *in camera*.

4.9.2 Unless the Appeals Panel decides otherwise, attendance at hearings will be limited to the members of the Appeals Panel, the Secretary, the Appellant, the Respondent, and one representative for each party.

4.9.3 A witness is entitled to be present at a hearing only when giving evidence.

#### **4.10 Voting**

4.10.1 The Appeals Panel will decide all questions within its competence by majority vote.

#### **4.11 Reopening of proceedings**

- 4.11.1 Prior to submitting a Report, the Appeals Panel may reopen the proceedings in an appeal in any manner it sees fit, provided it is satisfied that:
- (a) New evidence is forthcoming which, if believed, would be of such a nature as to constitute a decisive factor in the preparation of the Report; or
  - (b) There is an essential need for clarification on any matter.

## **V. Report**

### **5.0 Report on the appeal**

- 5.0.1 The Appeals Panel will prepare a Report within 90 calendar days from receipt of the appeal, providing its recommendations with respect to the appeal. The Report will include a summary of the proceedings, a statement of the facts as found by the Appeals Panel, and its recommendations, together with reasons and individual opinions, if any. The Report will be transmitted directly to the Executive Director.
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