



# Personnel Instructions

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**Approved by and published  
under the authority of the Secretary General**

**1 January 2011**

*(incorporates all amendments approved  
by the Secretary General prior to 1 January 2011  
and amendments issued subsequent to  
this edition up to and including 30 June 2021)*

**International Civil Aviation Organization**



## RECORD OF AMENDMENTS

| No. | Date of issue | Page no.  | Entered by |
|-----|---------------|---|------------|
| 1   | 1/1/12        | PI/1.6 (PAGES 1 to 13)  | ICAO       |
|     | 1/1/14        | PI/1.4 (MOVED to APPENDIX to STAFF RULE 101.1)  | ICAO       |
| 2   | 14/4/15       | PI/1.3 (PAGES 1, 3)<br>PI/2.2 (PAGES 1 to 3)<br>PI/4.27.1 (new)<br>PI 6.8 (new)<br>PI 7.1 (PAGE 1)  | ICAO       |
| 3   | 1/7/16        | PI/1.1 (PAGE 1)<br>PI/3.11 (PAGE 1)<br>PI/3.13 (PAGE 1)<br>PI/4.27.1 (PAGES 4, 6 to 8)<br>PI/4.46 (PAGE 2)  | ICAO       |
| 4   | 1/1/17        | PI/3.13 (PAGES 1 to 3)<br>PI/4.27.1 (PAGE 4)  | ICAO       |
| 5   | 24/7/18       | PI/1.3.1 (new)<br>PI/4.39 (new)   | ICAO       |
| 6   | 9/8/18        | PI/5.2 (PAGE 1; ANNEX)  | ICAO       |
| 7   | 4/10/18       | PI/3.13 (PAGES 1 to 3,<br>Graphic is deleted)   | ICAO       |
| 8   | 23/12/20      | PI/1.1 (PAGE 1)<br>PI/1.6 (PAGES 1 to 8 (new) and 12);<br>PI/1.6, APPENDICES C and D (new)  | ICAO       |
| 9   | 30/12/20      | Introduction<br>PI/1.3 (PAGE 2)<br>PI/1.6 (PAGES 6, 9, 10, 12 to 14)<br>PI/2.2 (PAGES 2 and 3)<br>PI/3.26 (PAGE 1)<br>PI/4.19 (PAGE 1)<br>PI/4.27.1 (PAGES 2 to 7)<br>PI/4.33 (PAGE 1)<br>PI/4.46 (PAGES 1 and 3)<br>PI/5.1 (PAGE 1)<br>PI/5.5 (PAGE 1)<br>PI/6.6 (PAGES 2 and 3)<br>PI/6.8 (PAGE 1)<br>PI/7.1 (PAGE 1)<br>PI/12.9 (PAGE 1) | ICAO       |

|                  |         |  |      |
|------------------|---------|--|------|
| 10               | 18/2/21 | PI/5.4.(English only)  | ICAO |
| 11               | 30/6/21 | PI/Introduction (PAGE 1)<br>PI/1.3 (PAGES 1 to 3)<br>PI/1.3.1 (PAGES 1 to 2)<br>PI/1.6 (PAGES 1 to 3)<br>PI/4.39.1 (new) | ICAO |
| Corr. 1 to<br>11 | 12/8/22 | PI/4.39.1 (moved to follow<br>PI/4.39)   | ICAO |

## INTRODUCTION

### **Purpose**

(amended 30/6/21)

The Personnel Instructions are supplementary to the Staff Rules and may be amended by the Secretary General.

### **Numbering of the Personnel Instructions**

To the greatest extent possible, the numbering of the Personnel Instructions is aligned with the numbering of the Staff Regulations and Staff Rules.

### **Application**

Except where otherwise stated, the present Personnel Instructions shall apply to all staff members appointed by the Secretary General excluding Field Service Staff employed under Technical Cooperation Projects. The Secretary General may make an exception to the Personnel Instructions provided that such exception is not inconsistent with any Staff Regulation or Staff Rule, is acceptable to the staff member directly affected and, in the opinion of the Secretary General, is not prejudicial to the interest of any other staff member.

### **Notes**

In these Personnel Instructions, reference to “the Organization” is to the International Civil Aviation Organization.



## PERSONNEL INSTRUCTION PI/1.1

### Personnel files and records

(amended 23/12/20)

1. The personnel files and records are the records concerning a staff member pertinent to the staff member's service with the Organization. They are maintained at Headquarters for all staff and are kept in the Staff Employment and Administration Section under the overall responsibility of the Chief of the Section.
2. Personnel files and records shall be kept, used and handled by those having access to them in a manner ensuring maximum security and confidentiality of the material. When not in use or guarded by an authorized official, they shall be kept under lock and key.
3. Personnel files relating to individual staff members are subdivided into sections as follows:
  - 1) Personal data
  - 2) Career and salary administration
  - 3) Medical
  - 4) Travel and leave
  - 5) Compensation and insurance
  - 6) Allowances and grantsConfidential file: staff evaluation reports and related actions.
4. Access to personnel files and records shall be restricted to the following persons only:

| <i>Subject</i>                    | <i>Authorized access</i>   |
|-----------------------------------|--|
| a) All files and records          | Secretary General; Director, and Deputy Director, Bureau of Administration and Services; Chief, Policy, Organizational and Staff Development Section; Chief, Recruitment, Classification and Post Management Section; Chief, Staff Employment and Administration Section; Members of the Staff Employment and Administration Section designated by C/SEA; fact-finding Panel members, the investigative entity, the Representative of the Secretary General before the Joint Appeals Board (JAB) / the United Nations Appeals Tribunal (UNAT), the Ethics Officer; the JAB; the UNAT <sup>1</sup> Officer; the Joint Appeals Board; the United Nations Appeals Tribunal. |
| b) Section 1<br>Confidential file | Staff member's supervisor or prospective supervisors not below the level of Chief of Section when considered for transfer or promotion; Members of the appropriate Appointment and Promotion Board.  |
| c) Sections 1, 2, 4, 5, 6         | Director, Bureau of Legal Affairs and External Relations and   |

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<sup>1</sup> Access by the fact-finding Panel members, the investigative entity, the Representative of the Secretary General before the JAB/UNAT, and the Ethics Officer limited to relevant documents pertaining to the case and under supervision of the Staff Employment and Administration Section.

members of the Bureau designated by D/LEB; Internal and External Auditors and designated members of their staff.

d) All personnel files and records, including the Confidential file

The staff member concerned, but only within the Staff Employment and Administration Section and in the presence of a member of that Section.

5. Those authorized to withdraw personnel files or records from the Staff Employment and Administration Section, as at paragraph 4 above, shall sign for them, return them to the Staff Employment and Administration Section as soon as possible and shall be fully responsible for them until so returned. They shall not pass such files or records on to others except in so far as those to whom such material may be passed are themselves authorized to withdraw those files or records from the Staff Employment and Administration Section. This restriction applies also to verbal disclosure or any discussion of the contents of such files or records.<sup>2</sup>

6. Transmittal of personnel files and records by internal mail should be avoided but, when necessary, shall be effected in sealed envelopes marked "Confidential — Personal File — to be opened personally by the addressee".

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2. This does not preclude sight of specific Confidential Staff Reports.



## PERSONNEL INSTRUCTION PI/1.3

(Staff Regulation 1.3)

### **Prevention of sexual harassment**

(amended 30/6/21)

#### 1. *Statement on Sexual Harassment*

1.1 As a United Nations system organization, ICAO strives to ensure that the highest standards of conduct are met by staff members at all times. In this context, it is the Organization's duty to make clear that any conduct or behaviour of staff members which is not in keeping with these standards will not be tolerated. The Organization subscribes to the principle that, within the context of Article 8 of the Charter of the United Nations and Staff Regulation 1.3 of The ICAO Service Code, paragraph 1 of the Framework on Ethics, all ICAO personnel shall have the right to be treated with dignity and respect, free from abuse, discrimination or harassment, including sexual harassment.

1.2 Sexual harassment results from a culture of discrimination and privilege, based on unequal gender relations and power dynamics. It creates hostile workplaces, which limit the affected individual's ability to thrive. Sexual harassment has no place in ICAO and the Organization has zero-tolerance for any case of sexual harassment.

1.3 This Personnel Instruction reflects ICAO's principles and practices taken in pursuit of a safe, efficient, secure, economically sustainable and environmentally responsible civil aviation sector and applies it to conduct in the workplace

1.4 ICAO has an obligation to take all appropriate steps to prevent and respond to sexual harassment in its workplace. All forms and expressions of sexual harassment are prohibited in ICAO, regardless of national criminal or other provisions where any behaviour or actions occur.

1.5 Power and seniority will not confer impunity. Any staff member who engages in sexual harassment will be subject to appropriate disciplinary sanctions, up to and including summary dismissal, and administrative actions. Non-staff personnel shall be covered to the extent applicable under ICAO's policies.

1.6 Affected individuals can be any gender, and "sexual harassment, like sexual abuse and sexual violence, is rooted in historic power imbalances and the male-dominated culture that permeates governments, the private sector, international organizations and civil society."<sup>3</sup> Power imbalances based on gender, workplace or educational status, racial or ethnic backgrounds, age, disability, sexual orientation or economic class could impact on sexual harassment and violate the human right of equality.

1.7 This Personnel Instruction reflects a UN system-wide common approach and understanding both to support those who report or witness sexual harassment and to ensure accountability of those who perpetrate it. ICAO's goal in this Personnel Instruction is to strengthen victim-centred efforts and foster safe, equal and inclusive working environments. This Personnel Instruction will support efforts to create workplaces that are free of sexual harassment.

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<sup>3</sup> CEB Statement, May 2018

## 2. *Definitions*

2.1 For the purposes of this Personnel Instruction, the following terms have the following meanings:

2.1.1 “Affected individual” is the person or persons in the workplace, or in connection with work, towards whom the conduct constituting possible sexual harassment is directed. References to the affected individual include non-staff personnel of ICAO, to the extent applicable in accordance with ICAO’s policies;

2.1.2 “Alleged offender” is the person or persons in the workplace, or in connection with work, whose conduct constitutes sexual harassment, if established under applicable policies and administrative issuances, or is perceived as possible sexual harassment. References to the alleged offender include non-staff personnel, to the extent applicable in accordance with ICAO’s policies;

2.1.3 “ClearCheck” is a centralized job candidate screening application. It captures information on sexual harassment offenders and alleged offenders that is provided by the entities of the United Nations System Chief Executives Board for Coordination (CEB);

2.1.4 “Impacted individuals” may include the affected individual as well as witnesses and persons who intervene in the situation involving inappropriate behaviour and possible sexual harassment;

2.1.5 “Non-staff personnel” are those individuals performing services in a direct or other agreed relationship with ICAO and other than through a letter of appointment under the ICAO Service Code, and include, without limitation, gratis personnel, individual consultants or contractors, experts, interns and individuals working for ICAO under a contractual relationship; and

2.1.6 “Report” refers to formal and/or informal reporting unless otherwise specified.

2.1.7 “Sexual harassment” is any unwelcome conduct of a sexual nature that might reasonably be expected or be perceived to cause offense or humiliation when such conduct interferes with work, is made a condition of employment, or creates an intimidating, hostile or otherwise offensive work environment. Sexual harassment may occur in the workplace or in connection with work. While typically involving a pattern of conduct, sexual harassment may take the form of a single incident. In assessing the reasonableness of expectations or perceptions, the perspective of the person who is the target of the conduct shall be considered.

2.1.8 Sexual harassment is the manifestation of a culture of discrimination and privilege based on unequal gender relations and other power dynamics. Sexual harassment may involve any conduct of a verbal, non-verbal or physical nature, including written and electronic communications. Sexual harassment may occur between persons of the same or different genders, and individuals of any gender can be either the affected individuals or the alleged offenders. Sexual harassment may occur outside the workplace and outside working hours, including during official travel or social functions related to work. Sexual harassment may be perpetrated by any colleague, including a supervisor, peer or a subordinate. An offender’s status as a supervisor or a senior official may be treated as an aggravating circumstance. Sexual harassment is particularly serious when accompanied by abuse of authority<sup>2</sup>.

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<sup>2</sup> “Abuse of authority” is the improper use of a position of influence, power or authority against another person. This is particularly serious when a person uses their influence, power or authority to improperly influence the career or employment conditions of another, including, but not limited to, appointment, assignment, contract renewal, performance evaluation, working conditions or promotion. Abuse of authority may also include conduct that creates a hostile or offensive work environment which includes, but is not limited to, the use of intimidation, threats, blackmail or coercion.

2.1.9 Sexual harassment can take a variety of forms through physical, verbal and non-verbal conduct of a sexual nature. Examples of sexual harassment include, but are not limited to, the following:

- a) attempted or actual sexual assault, including rape;
- b) sharing or displaying sexually inappropriate images or videos in any format;
- c) sending sexually suggestive communications in any format;
- d) sharing sexual or lewd anecdotes or jokes;
- e) making inappropriate sexual gestures;
- f) unwelcome touching, including pinching, patting, rubbing, or purposefully brushing up against another person;
- g) staring in a sexually suggestive manner;
- h) repeatedly asking for dates or asking for sex ;
- i) rating a person's sexuality;
- j) making sexual comments about appearance, clothing, or body parts;
- k) name-calling or using slurs with a gender/sexual connotation; and
- l) making derogatory or demeaning comments about someone's sexual orientation or gender identity.

### 3. *Scope of application*

3.1 Reports of sexual harassment in the workplace or in connection with work can be made by any person and against any person irrespective of whether such persons have any contractual status with ICAO.

3.2 Staff members who are alleged to have committed sexual harassment may be subject to disciplinary proceedings and administrative actions in accordance with the ICAO Framework on Ethics and Personnel Instruction PI/1.6, as well as referral to local/national authorities.

3.3 Non-staff personnel who are alleged to have committed sexual harassment may be subject to action in accordance with the terms and conditions of the contract governing their services or of other applicable policies regarding such non-staff personnel, including referral to local/national authorities.

3.4 Action on the reports will depend on the contractual status of the alleged offender.

3.5 Remedial measures for affected individuals depend on their contractual status with ICAO, in line with the provisions of this Personnel Instruction.

### 4. *Prevention*

4.1 ICAO is committed to promoting a working environment free of sexual harassment in which all people are treated with dignity and respect.

### *Obligations of the Organization*

#### 4.2 ICAO will:

- a) take appropriate measures to promote a harmonious working environment and protect ICAO personnel from sexual harassment through preventive measures and, if such conduct has occurred, through action under the ICAO Framework on Ethics and Personnel Instruction PI/1.6;
- b) ensure candidates are screened using the “ClearCheck” database during recruitment processes;
- c) undertake diligent reference checks of external candidates during recruitment processes to ensure that individuals who have a documented history of sexual harassment are not hired;
- d) request that contractors, suppliers and partners adhere to zero-tolerance for sexual harassment and commit to taking adequate action if faced with sexual harassment allegations involving any of their personnel or subcontractors or anyone else directly or indirectly employed by them or any of their subcontractors, and inform them that failure to do so may lead to the termination of contractual or any other arrangements;
- e) provide targeted, preferably in-person, trainings for managers and personnel designated to provide support on sexual harassment under the present Personnel Instruction, building the skills necessary to effectively communicate with affected individuals of sexual harassment and alleged offenders, and to respond appropriately;
- f) provide ongoing, preferably in-person, training, awareness-raising and skill-building for staff-at-large on diversity, respect, equality and bystander techniques for intervening in situations of sexual harassment; and
- g) ensure that information and appropriate mechanisms are accessible to all ICAO personnel.

### *Obligations of Senior Officials and Senior Managers*

#### 4.3 Senior officials and senior managers shall, in addition to their obligations as ICAO personnel:

- a) demonstrate their commitment to the creation of a harmonious work environment and the prevention of and response to sexual harassment, educate themselves about the issue, act as role models by maintaining a high standard of personal conduct with consciousness of the power their position holds, and treat all colleagues with courtesy and respect;
- b) respond promptly to complaints, take them seriously and ensure that the necessary actions for which they are responsible are taken with respect to the affected individual (e.g. support, interim measures, etc.);
- c) maintain open dialogues within sections/units/offices under their supervision to promote a harmonious working environment and be aware of inappropriate behaviours and conduct that may be in violation of this Personnel Instruction;
- d) monitor the work of sections/units/offices under their supervision for conduct that may be in violation of this Personnel Instruction and endeavour to promote a harmonious working environment;

- e) communicate the terms of the present Personnel Instruction and applicable procedures to personnel within their work sections/units/offices on an annual basis through a dedicated in-person staff meeting and draw attention to any published information available about the consequences of violating sexual harassment policies; and
- f) endeavour to create an atmosphere in which ICAO personnel feel free to express concerns about inappropriate behaviours and encourage them to use, without fear of reprisal, the informal and formal mechanisms and all services and recourse mechanisms available to them under the applicable policies.

#### *Obligations of ICAO personnel*

#### 4.4 ICAO personnel shall:

- a) undertake mandatory training, including during induction or the onboarding process to set the behavioural expectations and familiarize themselves with this Personnel Instruction and related policies and procedures, including the provisions on protection against retaliation;
- b) attend other training opportunities related to sexual harassment to the extent possible;
- c) raise their awareness through available training about the very specific harassment threats that trans and gender non-conforming individuals can face;
- d) demonstrate commitment to zero-tolerance for sexual harassment and treat all people in the workplace with courtesy and respect with an awareness of their own behaviour and how it may be perceived and/or received by others;
- e) refrain from encouraging other ICAO personnel to engage in sexually harassing or abusive behaviour; and
- f) report possible misconduct and cooperate in good faith with duly authorized investigations and audits.

4.5 ICAO personnel are encouraged to take action and/or support the affected individual to the best of their ability, to the extent possible and as appropriate, if they are witness or privy to sexually harassing or discriminatory conduct, provided they first consult with the affected individual and feel comfortable.

4.6 Adherence by all ICAO personnel to their obligations under the present Personnel Instruction shall be reflected in workplans and performance evaluations or otherwise periodically reviewed with staff in accordance with ICAO's policy on performance and competency evaluation (PACE). Failure to adhere to the present Personnel Instruction by any ICAO personnel constitutes possible misconduct, and the concerned ICAO personnel may be subject to appropriate disciplinary sanctions and/or administrative actions.

#### 5. *Early intervention and receipt and handling of informal reports of sexual harassment*

##### *Early direct action*

5.1 Affected individuals may on a voluntary basis, if they feel comfortable and safe doing so, approach alleged offenders about inappropriate behaviour or instances of possible sexual harassment and ask for such behaviour or instances to stop as the alleged offenders may not be aware of the negative impact of their behaviour on others. However, disparity in power or status, fear of retaliation or the nature of the behaviour and/or instances of possible sexual harassment may make direct confrontation difficult, and there is therefore no requirement for such action to be taken.

### *Managerial intervention*

5.2 Affected individuals who believe they may have been subject to inappropriate behaviour or instances of possible sexual harassment may raise this with their manager or supervisor in their workplace hierarchies if the situation allows and they feel comfortable doing so. Any manager or supervisor approached by an affected individual shall provide the affected individual with a copy of the present Personnel Instruction and inform that person that information about submitting, in a confidential way, complaints of misconduct, including sexual harassment, and retaliation may be obtained from the Ethics Officer. The manager or supervisor approached shall keep a confidential record of such communication.

5.3 Managers and supervisors shall provide advice, assistance and/or information in a timely, sensitive and impartial manner to an affected individual(s), in accordance with the provisions of the present Personnel Instruction. To address the matter promptly at the managerial level, managers or supervisors may:

- a) With the consent of the affected individual(s), bring the matter to the attention of the alleged offender, who may be required to undergo training and/or coaching, as available, to prevent reoccurrence of the possible prohibited conduct;
- b) With the consent of the affected individual(s), facilitate a discussion among the impacted individuals and the alleged offender about the conduct in question. The Ombudsperson may be requested to facilitate such a discussion in accordance with the mandate of the Ombudsperson as set out in Staff Rule 101.16.

5.4 Managers and supervisors shall maintain a record regarding any managerial intervention carried out. Such intervention does not preclude the matter from being formally reported.

5.5 Any manager or supervisor who has been informed about inappropriate behaviour or instances of possible sexual harassment shall provide support to an affected individual in a sensitive, confidential and impartial manner. Managers and supervisors can seek advice on how to provide such support from the DD/HR. If a manager or supervisor cannot perform this role for any reason, the manager or supervisor shall, in consultation with the DD/HR, refer the affected individual to the ICAO entity responsible for the provision of psychosocial support and stress counselling referred at paragraph 7.5 below.

### *Confidential advice and support*

5.6 Affected individuals may prefer, and are encouraged to, discuss their situation with the Ombudsperson who can assist the affected individuals by offering confidential advice, and also indicate resources available for support purposes.

5.7 The Ombudsperson is bound by strict rules of confidentiality under his/her terms of reference. Any discussion with the Ombudsperson is strictly confidential. Documentation and other information may not be shared with any other office without the consent of the affected individual or other person seeking support.

### *Informal resolution*

5.8 Affected individuals may, on a voluntary basis, attempt to address a situation of possible sexual harassment in an informal manner. Affected individuals may request the assistance of the Ombudsperson in seeking informal resolution.

5.9 With the consent of the affected individual, the Ombudsperson may meet informally with the alleged offender to provide information about the situation and discuss the manner in which it might be resolved.

5.10 An unsuccessful attempt to resolve the matter informally does not preclude it from being formally reported by the affected individuals.

## 6. *Reporting and handling of formal reports of sexual harassment*

6.1 Formal reports of possible sexual harassment may be made by persons who consider that they were the affected individuals or by persons who have direct knowledge of possible sexual harassment or by any third-party who may have knowledge of the matter.

6.2 Formal reports may be made anonymously and are not subject to time limits. The anonymity of reports and/or the passage of time may render the initiation or completion of an investigation or disciplinary process more difficult.

6.3 Possible sexual harassment shall be formally reported directly to the investigative entity in accordance with paragraphs 46 to 49 of the ICAO Framework on Ethics and shall be handled by the investigative entity in accordance with the provisions set out in paragraphs 50 – 56 of the ICAO Framework on Ethics.

6.4 If the investigative entity refers a report of possible sexual harassment to the Secretary General for action pursuant to the provisions of paragraph 52 a) of the ICAO Framework on Ethics, the matter shall be handled in accordance with the detailed rules and procedures established by the Secretary General pursuant to paragraph 54 of the ICAO Framework on Ethics (Personnel Instruction PI/1.6).

6.5 ICAO is committed to ensuring that allegations of sexual harassment are investigated in an impartial, thorough and timely manner with any conflicts of interest appropriately addressed; that investigations are conducted with fairness to all parties concerned; and that the rights of all parties are fully protected. Investigations are conducted in line with the investigative entity's policies and procedures and manuals governing conduct of investigations, and any subsequent disciplinary process shall be conducted in line with the applicable ICAO policies (Personnel Instruction PI/1.6).

6.6 Any formal report of possible sexual harassment shall be acknowledged by the investigative entity. The affected individual shall be informed as appropriate of the status of any investigation and outcome of the report. The provision of any such information shall respect the regulations and rules on confidentiality as applicable to the alleged offender and to the affected individuals.

6.7 Where an investigation is initiated following receipt of a formal report of sexual harassment, and notice of such investigation has been provided to the Secretary General, the Secretary General shall take appropriate measures to ensure the monitoring of the status of the affected individual, the alleged offender and the work section(s)/unit(s)/office(s) concerned until such time as the investigation report has been submitted and any subsequent action has been completed. In doing so, the Secretary General shall ensure that all parties comply with their duty to cooperate with the investigation and that no party is subject to retaliation as a result of the complaint or the investigation. When the Secretary General suspects that retaliation has occurred, the Secretary General shall promptly notify the Ethics Officer and the Ethics Officer will consult with the affected individual and assess whether retaliation preventive measures are needed.

6.8 If an investigation undertaken by the investigative entity establishes credible allegations of criminal conduct, the underlying matter shall be treated in accordance with the applicable legal framework, policies, administrative issuances and procedures governing misconduct, including possible disciplinary and administrative action, and referral of the matter to local/national authorities. ICAO recognizes that the affected or impacted individual can always choose to report possible criminal conduct directly to local/national authorities.

## 7. Support

7.1 ICAO acknowledges that guidance and support to the affected individual may be required at different stages, including:

- a) before making a complaint regarding options to address the matter;
- b) during any formal or informal process;
- c) managing confidentiality requirements; and
- d) at and following the conclusion of any formal or informal process or investigation.

7.2 In addition to the confidential advice and guidance referred to at paragraphs 5.6 and 5.7 above, all ICAO personnel have access to the Ethics Officer in order to receive information about submitting, in a confidential way, complaints of misconduct, including sexual harassment, and retaliation.

7.3 The following types of support may be available in ICAO for its personnel:

- a) information and advice on the informal and formal reporting options which are available within the Organization;
- b) information on hotlines/helplines;
- c) psychosocial and stress counselling;
- d) advice from the Ombudsperson;
- e) advice and referral to internal and external local services specializing in sexual harassment, violence against women, violence against LGBTIQ+ individuals, including gender non-conforming individuals or support for men who experience violence, to the extent available;
- f) guidance on how to report to the local/national authorities, particularly if the alleged behaviour constitutes a crime;
- g) medical support;
- h) support from gender focal points; and
- i) others as appropriate.

7.4 The investigative entity provides a hotline for reporting possible misconduct, including possible sexual harassment.<sup>3</sup> Any person reporting such possible sexual harassment may remain anonymous.

### *Psychosocial support and stress counselling*

7.5 Staff Employment and Administration Section/Medical Services shall provide guidance and information on available psychosocial support and stress counselling for affected individuals and alleged offenders. All consultations with SEA/Medical Services are confidential.

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<sup>3</sup> The relevant details for the hotline and other mechanisms for direct reporting of misconduct to the investigative entity can be found at: <https://intranet.icao.int/osg/Ethics/Pages/Report-Misconduct.aspx>.



### *Nomination of support person for an affected individual*

7.6 During the formal or informal processes, an affected individual may nominate for the purpose of providing support:

- a) one or two staff members who confirm in writing their willingness and availability to undertake such a role, are not or are not likely to be a witness to the alleged behaviour if the matter is investigated, and are not otherwise potentially subject to a conflict of interest;
- b) an individual with non-staff personnel status, provided that that individual is willing and available to undertake such a role, has signed a confidentiality agreement with the Organization, is not or will not be a witness to the alleged behaviour if the matter is investigated, and is not otherwise potentially subject to a conflict of interest.

7.7 ICAO may provide reasonable objection, during any stage of the process, to a particular individual being present if it has reason to believe that their presence would jeopardize the process. In such cases, the affected individual may choose an alternative individual to accompany her/him.

7.8 Support may include emotional support but may not extend to legal representation or legal advocacy. One nominated support person, who is a staff member, may accompany an affected individual to investigative interviews undertaken during the handling of a formal report of sexual harassment.

7.9 Support persons shall keep information relating to or arising out of the allegation of sexual harassment confidential except as may be appropriately disclosed during an investigation or in compliance with any required disclosure to ethics or medical offices.

### *Work performance*

7.10 When DD/HR becomes aware that a person may be an affected individual, DD/HR shall enquire whether the individual's work performance or conduct has been impacted. If performance or conduct issues have emerged, support will be offered to the affected individual with a view to appropriately addressing the issues without prejudice to the Organization's performance and competency evaluation system.

7.11 Measures that may be considered to respond to related work performance issues include:

- a) a new work plan for the affected individual; and
- b) authorization of special leave and/or other working arrangements.

7.12 Due regard to confidentiality must be given when communicating such measures to managers, supervisors or colleagues, as appropriate.

### *Interim measures*

7.13 Upon becoming aware that a person may be an affected individual, the Secretary General, or D/ADB through delegation of authority, shall consider whether *interim* measures should be taken to protect the integrity of any investigation, prevent the occurrence or repetition of possible sexual harassment, and/or address risks of possible retaliation or whether such measures would otherwise be in the interests of the Organization or work section/unit/office. Such measures may include:

- a) physical separation of the alleged offender and the affected individual;
- b) reassignment of either the alleged offender or the affected individual with the consent of the alleged offender or the affected individual;

- c) instituting flexible working arrangements for either the alleged offender or the affected individual;
- d) granting unplanned annual leave or suggesting to either the alleged offender or the affected individual to take annual leave;
- e) consideration of special leave for either the alleged offender or the affected individual;
- f) temporary changes in reporting lines; and
- g) placement of the alleged offender on administrative leave.

7.14 If the Secretary General or D/ADB becomes aware of an allegation involving attempted or actual sexual assault, appropriate precautionary measures shall be taken, without delay, to address the safety and security concerns of the affected individual, including instituting flexible working arrangements or other means to achieve the physical separation of the affected individual and the alleged offender.

#### *Post investigation review*

7.15 Once any investigation has been completed and a decision taken on the outcome, the Secretary, or D/ADB through delegation of authority, shall take appropriate measures to keep the situation under review. Those measures may include, but are not limited to, the following:

- a) Monitoring, for at least one year, the status of the affected individual, the offender and the work unit(s) concerned at regular intervals, at least every three months, in order to ensure that no party is subjected to retaliation as a consequence of the investigation, its findings or the outcome. When the Secretary General or D/ADB suspects that retaliation has occurred, the Secretary General or D/ADB shall promptly notify the Ethics Officer and the Ethics Officer will consult with the affected individual and assess whether retaliation preventive measures are needed;
- b) Ensuring that due consideration is given to any special requirements for the affected individual as a result of the sexual harassment; and
- c) Ensuring that any administrative or disciplinary measures taken at the conclusion of any investigation or disciplinary process have been duly implemented

#### *Workplace restoration and aftercare*

7.16 The Ombudsperson, within his/her mandate and on a confidential basis, may assist in workplace restoration efforts through informal resolution methods. Examples of support that may be offered are:

- a) rebuilding trust between individuals; and
- b) team interventions and coaching towards change.

### 8. *Data collection and reporting*

8.1 In accordance with Article 60 of the ICAO Framework on Ethics, on or before 31 January of each year, an annual report shall be provided to the Council of all cases of misconduct handled by the investigative entity on behalf of ICAO within the preceding year.

8.2 Disciplinary and administrative measures imposed with respect to substantiated cases of sexual harassment will be included in the Secretary General's annual report to the Council in accordance with paragraph 90 i) of the ICAO Framework on Ethics.

8.3 In accordance with paragraph 59 of the ICAO Framework on Ethics, the Secretary General shall provide information to other United Nations entities on substantiated sexual harassment committed by ICAO staff members, for which disciplinary or administrative measures have been imposed, to be included in relevant United Nations databases for the purpose of vetting of candidates prior to recruitment.

9. *Implementation and final provisions*

9.1 The D/ADB is accountable for ensuring implementation of this Personnel Instruction on an ongoing basis, including by working with key stakeholders and pursuing solutions to ensure financial resources are available and allocated to support affected individuals, ensure timely action on investigation outcomes, collect data, monitor the efficacy of this Personnel Instruction, and undertake prevention efforts.

9.2 Investigations of possible sexual harassment cases initiated prior to the entry into force of the present Personnel Instruction shall continue to be handled in accordance with the provisions of PI/1.3 (amended 14/4/15). In all other respects, the present Personnel Instruction hereby supersedes PI/1.3 (amended 14/4/15).

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PERSONNEL INSTRUCTION PI/1.3.1  
(Staff Regulation 1.3)

**Prevention of Sexual Exploitation and Sexual Abuse**

(30/6/21)

1. The purpose of this Personnel Instruction is to provide guidance on the prevention of sexual exploitation and sexual abuse, taking into account the special measures promulgated by the United Nations Secretary General<sup>1</sup>.

2. Sexual exploitation and sexual abuse differs from sexual harassment, which is defined in the ICAO Personnel Instruction PI/1.3 as any unwelcome conduct of a sexual nature that might reasonably be expected or be perceived to cause offense or humiliation, when such conduct interferes with work, is made a condition of employment, or creates an intimidating, hostile or otherwise offensive work environment.

*Definitions*

3. The term “sexual exploitation” means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

4. The term “sexual abuse” means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

*Scope of application*

5. Except where otherwise stated, this Personnel Instruction is applicable to all staff members and non-staff personnel of ICAO (ICAO personnel).

*Sensitization of ICAO workforce*

6. This Personnel Instruction shall be made available to all existing ICAO personnel who shall be expected to familiarize themselves with its content. A copy shall also be included in the orientation/briefing and onboarding procedures for newly appointed personnel who join the Organization. The prevention of sexual exploitation and sexual abuse shall also be included during induction training. Other suitable means of sensitizing ICAO personnel on this topic shall be pursued, as required.

7. ICAO has zero tolerance in respect of sexual exploitation and sexual abuse. In order to ensure that all ICAO personnel adhere to the highest standards of behaviour and conduct themselves in a professional and disciplined manner, the following specific standards, which are not exhaustive and which exist as general obligations under the ICAO Standards of Conduct, the ICAO Framework on Ethics (Appendix to Staff Rule 101.1 and Annex I to the ICAO Service Code, respectively) and the ICAO Staff Rules, are reiterated:

- a) Sexual exploitation and sexual abuse constitute acts of serious misconduct and are therefore grounds for disciplinary measures or other appropriate action, including summary dismissal;

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<sup>1</sup> See in particular ST/SGB/2003/13 – Special measures for protection from sexual exploitation and sexual abuse.

- b) Sexual contact or activity with persons under the age of 18 is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a person is not a defense;
- c) Offer or exchange of money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour, is prohibited. This includes any offer or exchange of benefits or assistance that may be due or otherwise afforded to potential or actual beneficiaries;
- d) Sexual relationships between ICAO personnel and potential or actual beneficiaries of assistance are strongly discouraged, since they are based on inherently unequal power dynamics and undermine the credibility and integrity of the work of ICAO.

8. ICAO personnel are obliged to create and maintain an environment that prevents sexual exploitation and sexual abuse. Managers and supervisors at all levels have a particular responsibility to support and develop systems that maintain this environment and shall take appropriate measures for this purpose. In particular, Directors of Bureaus, Regional Directors and Chiefs of Sections shall inform their staff of the contents of the present Personnel Instruction and ascertain that each staff member receives a copy thereof.<sup>2</sup>

#### *Criminal prosecution*

9. If, after investigation, there is evidence to support allegations of sexual exploitation or sexual abuse, these cases may, upon consultation with the ICAO Legal Affairs and External Relations Bureau (LEB), be referred to national authorities for criminal prosecution as appropriate.

#### *Procedures for reporting of allegations*

10. ICAO personnel must report concerns or suspicions regarding sexual exploitation or sexual abuse by a co-worker to the investigative entity, pursuant to paragraph 46 of the ICAO Framework on Ethics.

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<sup>2</sup> Managers and supervisors may also refer ICAO personnel to measures promulgated by the UN such as ST/SGB/2003/13 – Special measures for protection from sexual exploitation and sexual abuse.

PERSONNEL INSTRUCTION PI/1.6  
(Staff Regulation 1.6  
and Annex I to The ICAO Service Code)

**Procedures in relation to the ICAO Framework on Ethics**

(amended 30/6/21)

The procedures listed below are established for the implementation of the ICAO Framework on Ethics (Annex I to the ICAO Service Code) (hereinafter, “the Framework”):

- a) procedures for addressing complaints of misconduct against staff members referred back by the investigative entity (pursuant to paragraph 52 a) of the Framework);
- b) procedures for protection against retaliation (whistle-blower protection);
- c) procedures in relation to harassment, including sexual harassment, abuse of authority and discrimination;
- d) procedures in relation to conflict of interest and financial disclosure; and
- e) mandatory training.

**Section 1. Procedures for addressing complaints of misconduct referred back by the investigative entity**

Except where otherwise stated, Section 1 of this Personnel Instruction is applicable to all staff members and non-staff personnel of ICAO (ICAO personnel).

The Framework provides that the investigative entity will refer to the Secretary General, for action, principally routine matters including but not limited to: personnel matters, traffic-related inquiries, simple thefts, contract disputes, office management disputes, basic misuse of equipment or staff, basic mismanagement issues, or matters it considers to require managerial action, administrative measures or informal resolution.

As mandated by paragraph 54 of the Framework, the Secretary General is required to establish detailed rules and procedures for the handling of complaints of misconduct against staff members referred back by the investigative entity to ICAO pursuant to paragraph 52 a).

The procedures outlined herein aim to ensure that ICAO functions in an open and transparent manner, and to offer a fair and equitable means to address complaints of misconduct referred back by the investigative entity to ICAO, while ensuring the utmost confidentiality for all concerned. These procedures should not be used lightly or with malicious intent.

*General*

1.1 The Framework defines “misconduct” and the various categories of misconduct (paragraphs 38 and 41 to 45, refer). The procedures for the reporting of misconduct to an “investigative entity” are addressed in the Framework.

*Action by the Secretary General under paragraph 52 a) of the Framework*

1.2 Complaints of misconduct referred back by the investigative entity to ICAO pursuant to paragraphs 51 and 52 a) of the Framework ("referred matters") shall be handled as follows:

1.2.1 The Office of the Secretary General (OSG) shall log a referred matter upon its receipt from the investigative entity, including receipt of all necessary documentation pertaining to the matter.

1.2.2 Normally, within two working days of receipt of the referred matter and documentation, OSG shall forward the matter and documentation to the Office of the Deputy Director, Human Resources (DD/HR) for appropriate action. HR Specialist (Policy and Disciplinary Matters) (SPDM) will, under supervision of DD/HR, take appropriate action in accordance with the provisions of this instruction.

*Actions to be taken by the SPDM on referred matters except for those relating to discrimination, harassment, including sexual harassment, and abuse of authority, simple theft, and other matters not covered under paragraph 1.3 below ("miscellaneous matters")*

1.3 Normally, within 10 working days of receipt of the referred matter from OSG, the SPDM will conduct a review of the referred matter to determine the appropriate course of action to be taken and, based on the outcome of the review, the SPDM will either recommend to the D/ADB, with reasons, that the matter be closed or action the matter as follows:

1.3.1 *For personnel matters and contract disputes.* The SPDM will forward personnel matters and contract disputes to the Chief, Staff Employment and Administration Section (C/SEA) for handling. C/SEA should attempt to resolve informally such personnel matters and contract disputes, either with or without the assistance of the Ombudsperson, normally within 30 calendar days of the receipt of the referred matter from the SPDM. If this informal approach does not resolve the matter, the matter shall be forwarded to D/ADB who will consider the undertaking of managerial action or administrative measures against the staff member in line with the procedure described at paragraph 1.4 below and notify the Legal Affairs and External Relations Bureau (LEB) accordingly;

1.3.2 *For traffic-related inquiries.* The SPDM will forward traffic-related inquiries emanating from local law enforcement or municipal authorities, to the concerned staff member for resolution, and copy LEB, as appropriate. The staff member may also consult with the Office of External Relations within LEB with respect to the traffic-related inquiry, as appropriate. The staff member shall provide the SPDM with a written update on said resolution within 90 days of receipt of the inquiry from the SPDM, for the record. The staff member is expected to cooperate with the local law enforcement or municipal authorities to resolve the traffic-related inquiry. Non-cooperation by the staff member may result in managerial action or administrative measures in accordance with the procedure set out in paragraph 1.4 below;

1.3.3 *For office management disputes and basic mismanagement issues.* The SPDM will refer the matter to the Ombudsperson for informal resolution pursuant to paragraph 94 of the Framework, normally within the following 30 working days. If informal resolution does not resolve the matter, it shall be forwarded to D/ADB who will consider the undertaking of managerial action or administrative measures against the staff member in line with the procedure described in paragraph 1.4 below;

1.3.4 *For basic misuse of equipment or staff.* The SPDM, during the 10-day review specified in paragraph 1.3 above, will make a determination as to whether the referred matter could be addressed through managerial action or administrative measures, or whether, in the case of misuse of staff, the matter could be considered to be conduct that includes discrimination, harassment, including sexual harassment, and/or abuse of authority. If the former, the matter shall be forwarded to D/ADB who will consider the undertaking of managerial action or administrative measures against the staff member in line with the procedure described at paragraph 1.4 below. If the latter, the SPDM will recommend to D/ADB that action under paragraph 1.6 below be initiated, providing reasons thereof.



1.3.5 If the referred matters cannot be addressed in the manner described in paragraph 1.3, the Secretary General may consider the initiation of a fact-finding enquiry pursuant to paragraph 1.6.2 d) and as described in paragraphs 1.7 to 1.33 below.

#### *Managerial action or administrative measures*

1.4 “Managerial action” includes an oral or written caution, warning or advisory communication, training and coaching. Warnings or letters of caution are managerial measures directed at fostering awareness of the proper standards of conduct. “Administrative measures” include, but are not limited to, oral or written reprimands, reassignment and/or change of duties and recovery of monies owed to the Organization. A reference to a managerial action or to an administrative measure may be placed on the staff member’s official status file and, subject to the provisions of the Framework, the Staff Rules and this instruction, with a period of retention as determined by the Secretary General. The Secretary General retains the discretionary authority to remove such references placed on the staff member’s official status file prior to the end of the prescribed retention period. These actions and measures are not considered disciplinary in nature, within the meaning of Article X, Staff Regulation 10.1 of the ICAO Service Code.

1.4.1 Pursuant to paragraphs 1.3.1 to 1.3.4 above, where a referred matter has been recommended for managerial action or administrative measures by the SPDM to D/ADB:

- a) the SPDM will prepare a report setting out the facts of the matter, including the outcome following the procedures in paragraphs 1.3.1 to 1.3.4 above, and the recommended managerial action(s) or administrative measure(s);
- b) the SPDM will forward the report to D/ADB (cc LEB), who will then consult with LEB and decide whether to consider the imposition of the recommended action(s) or measure(s), or close the case;
- c) if an action or measure is considered to be imposed, D/ADB shall inform the concerned staff member accordingly in writing and the staff member will be given an opportunity to provide written comments on the facts and circumstances, to be made within 14 calendar days of receipt of the written communication from D/ADB; and
- d) following the receipt of the staff member’s written comments, D/ADB will recommend, for the Secretary General’s consideration, a final decision as to whether to impose managerial action or administrative measures. The decision of the Secretary General shall be communicated to the staff member, accordingly.

#### *Right to review and appeal managerial action or administrative measures*

1.5 Where a managerial action and/or administrative measures have been imposed, the affected staff member shall have the right to a review by the Secretary General of the decision, and to lodge an appeal against the result of such review if not satisfied therewith, in accordance with Article XI of the ICAO Service Code and Staff Rule 111.1.

#### *Referred matters by the investigative entity under paragraph 52 a) relating to discrimination, harassment, including sexual harassment, and abuse of authority, simple theft and miscellaneous matters*

1.6 The procedures outlined in the present paragraph 1.6 and paragraphs 1.7 to 1.33, as applicable, shall apply to matters referred back by the investigative entity relating to discrimination, harassment, including sexual harassment, and abuse of authority, simple theft as well as miscellaneous matters.

1.6.1 Normally, within 15 working days of receipt of the referred matter, or following the decision of D/ADB made under paragraph 1.3.4 to initiate action under paragraph 1.6, the SPDM will draft a preliminary report based on the available information, including any relevant documentation provided by the investigative entity, and shall send the preliminary report to the staff member against whom the complaint of misconduct has been made. The staff member may submit comments thereon to the SPDM in writing within 14 calendar days of receipt of the preliminary report.

1.6.2 On receipt of the staff member's written comments, or normally on expiry of the 14-day period, the SPDM will recommend to D/ADB, with reasons:

- a) that either managerial action or administrative measures be undertaken, in accordance with the procedure set out in paragraph 1.4 above;
- b) to propose that the matter be resolved informally with the consent of the concerned staff members;
- c) to close the matter without further action; or
- d) to recommend to the Secretary General to initiate a fact-finding enquiry.

1.6.3 In the event that the Secretary General decides against D/ADB's recommendation under paragraph 1.6.2 d), the provisions of paragraph 1.4 shall apply. Where the Secretary General agrees with D/ADB's recommendation to initiate a fact-finding enquiry, paragraphs 1.7 to 1.33 shall apply.

#### *Fact-finding enquiries*

1.7 The purpose of a fact-finding enquiry is to gather information to establish the facts that gave rise to the allegation of misconduct. The Panel (pursuant to paragraph 1.9 below) should pursue all lines of enquiry as considered appropriate and collect and record information, both inculpatory or exculpatory, in order to establish the facts. The Panel shall not make a legal determination about the established facts.

1.8 Pursuant to paragraphs 10, 61 and 88 of the Framework, staff members are required to fully cooperate with all duly authorized investigations and to provide any records, documents, information and communications technology equipment or other information under the control of the Organization or under the staff member's control, as requested. Failure to cooperate may amount to misconduct. The duty to cooperate extends to fact-finding enquiries approved by the Secretary General.

1.9 Following a decision by the Secretary General to initiate a fact-finding enquiry, the Secretary General shall establish a Panel to conduct the fact-finding enquiry. Ideally, such Panel will consist of three members picked from a rotating roster of individuals who have been trained and/or have experience in conducting such enquiries. If one or more of them are serving staff members, efforts should be made to appoint at least one member who is at the same or a higher functional level than the subject of the fact-finding enquiry.

1.10 In the event of urgency or necessity, the Secretary General may appoint an individual to conduct the fact-finding enquiry. These procedures shall apply *mutatis mutandis* to an individual conducting such enquiries, to the extent possible.

1.11 The Secretary General shall provide the Panel with clear terms of reference. The Panel members shall sign a declaration of confidentiality and the absence of any conflict of interest. No Panel member should serve without signing such declaration.

1.12 Staff members who are appointed to conduct a fact-finding enquiry shall be given adequate release from their normal duties. In the event that one or more Panel member(s) are unable to continue to serve after the fact-finding enquiry has commenced, every effort shall be made to appoint the replacement Panel member(s) in accordance with the terms of this procedure. The fact-finding enquiry shall continue from the stage it reached before the replacement of the Panel member(s), and the replacement Panel member(s) shall not normally be required to re-interview witnesses or to recommence the fact-finding enquiry.

1.13 The fact-finding Panel may digitally record an interview. Interviewees are not permitted to record their interviews. If a fact-finding report is to be transmitted to the Secretary General for possible disciplinary action, a written record, such as transcripts of the interviews of the subject(s) of the fact-finding enquiry and key witnesses and synopses of the interviews of the other interviewees, shall be prepared of digitally recorded interviews and transmitted along with the fact-finding report.

1.14 Where an interview is not digitally recorded, a record of the interview, such as a synopsis, written statement or record of questions and answers shall be prepared and shared with the interviewee for the interviewee's signature. Interviewees shall be given a reasonable opportunity to review and provide comments on the record of interview, including comments regarding the interview process, before signing. If the interviewee does not review and/or sign the record of interview, the reasons given, if any, shall be noted on the record of interview or in the fact-finding report. Except as provided for in paragraph 1.16, the interviewee is not normally entitled to retain a copy of the record of interview.

1.15 Except as provided for in paragraph 1.16, interviewees are not entitled to the presence of a third party, including counsel, during an interview. If the Panel determines that an interviewee has special needs or is under 18 years old, a "support person" should be present. A support person's role shall be limited to facilitating the conduct of the interview, where appropriate, and not to advocate on behalf of the interviewee or otherwise participate in the interview. Ordinarily, interviews should be rescheduled owing to the unavailability of a support person. The Panel will determine whether an interpreter is required for an interview.

#### *Staff member's due process rights with regard to fact-finding enquiries*

1.16 A staff member who has been identified as the subject of a fact-finding enquiry shall be:

1.16.1 Permitted to be accompanied by a staff member to act as an observer during an interview. An observer shall not participate in any way in the interview, including by speaking or gesturing in any manner. If the observer does not abide by this requirement, the observer may be removed from the interview. An observer may take notes of the interview in handwritten form and must provide a copy of such notes to the Panel. If the subject decides to bring an observer to the interview, the subject shall ensure that the observer is available at the time scheduled. Interviews shall not be rescheduled owing to the unavailability of the observer;

1.16.2 Informed in writing, prior to or at the start of the interview, that the staff member is the subject of a fact-finding enquiry and of the nature of the alleged misconduct;

1.16.3 Informed of the name(s) of the Panel members in writing prior to the start of the interview;

1.16.4 Given a reasonable opportunity, during the interview(s), to provide the staff member's version of the events and circumstances relevant to the allegations against the staff member and any other information that the staff member considers relevant;

- 1.16.5 Given a reasonable opportunity to provide the Panel with names and contact details of persons who may be in possession of relevant information about the matter under enquiry;
- 1.16.6 Given a reasonable opportunity to submit, within two weeks of the date of an interview, a written statement providing further information about the matters under enquiry and/or the matters covered during the interview, together with relevant documentary information. Requests for extensions of time for submitting such statements must be made in writing to the Panel and must include the reason for the requested extension; failing to do so will result in the conclusion that the subject has declined to provide a written statement; and
- 1.16.7 Provided with a copy of the digital recording of the interview, if the interview was digitally recorded, and a written record, if available.
- 1.17 Subject to paragraphs 1.18, 1.19 and 1.20, a Panel member shall have direct and prompt access to all records, documents or other information under the control of the Organization.
- 1.18 Subject to paragraph 1.19, a Panel member shall not have access to records that are subject to confidentiality requirements, for example, those in the possession of the Ethics Office, the Office of the Ombudsperson and the Medical Clinic (including documents, communications and other information). Should a Panel member inadvertently obtain such records (for example, through a review of a staff member's email records or computer hard drive), they shall be removed from the fact-finding record and shall not be relied upon in the context of the fact-finding enquiry or referenced in the fact-finding report.
- 1.19 Notwithstanding the provisions of paragraph 1.18, a Panel member may preserve, consider and/or rely upon the records referred to in paragraph 1.18, where: a) the fact-finding enquiry concerns the Ethics Office, the Ombudsperson or the Medical Clinic or a staff member working in such offices; or b) for medical records, with the express written consent of the staff member concerned.
- 1.20 Fact-finding enquiries requiring access to information and communications technology resources and data shall require the prior authorization of the Secretary General.

### *Fact-finding report*

- 1.21 A fact-finding report shall be prepared at the conclusion of the fact-finding enquiry. The Panel members should first try to reach consensus on the report, in the absence of which the report should be decided by majority. It shall contain an analysis of the information obtained during the fact-finding enquiry and shall be accompanied by copies of all supporting documentation, which may include records of interviews, any written statements provided by the subject of the fact-finding enquiry or by other witnesses, documents, and/or photographs or other reproductions of any physical evidence.
- 1.22 The fact-finding report shall include a section setting out the factual findings resulting from the fact-finding enquiry.
- 1.23 In cases where the fact-finding report includes a finding of financial loss to the Organization as a result of the actions of the subject(s), the fact-finding report should, where possible, specify the amount of financial loss attributable to the subject(s) and include a computation of the loss. This information may be used by the Organization to establish financial accountability or liability of the subject, as appropriate.
- 1.24 Adverse inference may be drawn in situations in which a staff member:
- 1.24.1 Fails to attend one or more interviews absent exceptional circumstances;

- 1.24.2 Provides false information or omits or withholds material information;
  - 1.24.3 Fails, during a fact-finding enquiry, to mention a matter or provide information without a satisfactory explanation, which the concerned staff member subsequently seeks to rely on during a disciplinary process;
  - 1.24.4 Refuses to provide the Panel with requested information or documentation that the staff member has, or can reasonably obtain or access.
- 1.25 The Panel may inquire into the status of any proceedings by national authorities involving a staff member. Where applicable, documentation obtained from national authorities may form part of the fact-finding record.
- 1.26 If a staff member is on certified sick leave, the fact-finding enquiry shall normally proceed as envisaged in the present instruction, subject to consultation with the Medical Clinic. If the staff member is on any other leave, including maternity and paternity leave, the fact-finding enquiry should normally proceed as envisaged in the present instruction.
- 1.27 The Panel shall transmit the fact-finding report together with supporting documentation to D/ADB for appropriate action.

*Procedures following a fact-finding enquiry*

- 1.28 Where the fact-finding enquiry finds that there is no factual basis indicating that a staff member engaged in the alleged misconduct, D/ADB shall review the report to determine whether D/ADB agrees with the findings of the enquiry and, where further clarification on the findings of the enquiry is required, may request additional information, including the taking of further fact-finding action(s). Following the review:
- 1.28.1 If D/ADB agrees that there is no factual basis indicating that a staff member engaged in misconduct, D/ADB shall recommend, with reasons, to the Secretary General to close the matter without further action and the Secretary General shall inform the subject of the fact-finding enquiry, in writing, that the fact-finding enquiry has been closed;
  - 1.28.2 If D/ADB does not agree with the findings of the enquiry, and considers that there is sufficient evidence indicating that the staff member engaged in misconduct, and, subject to the Secretary General's agreement with D/ADB on the findings, the provisions of paragraph 1.29 shall apply.
- 1.29 Where the fact-finding enquiry finds that there is a factual basis indicating that the staff member engaged in misconduct, or where D/ADB and the Secretary General consider, pursuant to paragraph 1.28.2, that there is sufficient evidence indicating that the staff member engaged in misconduct, the Secretary General shall, subject to the observance of the due process requirements set out in Staff Rule 110.1:
- 1.29.1 Initiate a disciplinary process against the staff member in accordance with Staff Rule 110.1; and
  - 1.29.2 If and when appropriate, take managerial action and/or administrative measures including but not limited to the measures indicated in paragraph 1.4 above.

*New facts during a fact-finding enquiry*

1.30 If, during a fact-finding enquiry, new facts emerge with respect to the alleged or other potential misconduct, the Secretary General may refer the matter back to the investigative entity for assessment.

*Disclosure of information obtained during a fact-finding enquiry and disciplinary process*

1.31 All information obtained at any stage during the reporting of misconduct, the referral back to the Organization by the investigative entity, the fact-finding enquiry and the disciplinary process, shall be considered confidential, subject to the exchange of information during fact-finding enquiries, or among officials in undertaking their duties for the Organization and the reporting requirements of the fact-finding Panel and any other bureaus and offices of the Organization to the Council and the Assembly.

1.32 In circumstances involving a staff member who has applied for a vacancy in, or is transferring to, another organization that is a member of the United Nations System Chief Executives Board for Coordination (CEB), the Secretary General may, upon the request of the organization in question, provide information about any ongoing fact-finding enquiry and/or disciplinary processes concerning the staff member. Such information may also be provided to a non-United Nations system entity or prospective employer of a staff member, upon the request of such entity or prospective employer, provided the written consent of the staff member to the disclosure of such information has been obtained by the entity or prospective employer and a copy of such consent provided to the Organization.

1.33 If a former staff member about whom misconduct was reported or who was a subject of a fact-finding enquiry or disciplinary process rejoins another organization that is a member of CEB, the Secretary General, upon becoming aware thereof, may refer the matter, together with all supporting documentation, to the staff member's new employer for any action permitted under that organization's legal framework. Any such information received by the Secretary General from another organization that is a member of CEB may be acted upon as information of misconduct or referral of a matter for possible disciplinary action in accordance with the provisions of the present instruction.

*Separation of a staff member from service before conclusion of investigative, fact-finding or disciplinary processes*

1.34 A note will be prepared in order to document cases in which a staff member who is the subject of a report of misconduct separates from service before the investigation, fact-finding enquiry or disciplinary process is concluded. Prior to placing a copy of the note in the former staff member's service records, the Secretary General will transmit a copy of the note to the most recent contact information on file for the former staff member.

1.35 The former staff member shall be given the opportunity to comment in writing on the note within a period of not less than 14 calendar days. After the expiration of this period, the note may be placed on the staff member's service records, together with any comments provided. The note placed on the former staff member's service records will indicate that the Secretary General should be notified if the former staff member rejoins the Organization or another organization that is a member of CEB.

1.36 A former staff member will be ineligible for re-employment following the staff member's separation from service by resignation during an investigation or fact-finding enquiry relating to misconduct or institution of a disciplinary process, unless the former staff member agrees to cooperate with an ongoing investigation, fact-finding enquiry or disciplinary process until its conclusion.

## **Section 2. Protection against retaliation (whistle-blower protection)**

The purpose of this section is to:

- a) reinforce ICAO's commitment in maintaining a workplace free of any form of retaliation by providing effective protection for staff members or non-staff personnel of ICAO who engage in a protected activity; and
- b) take preventive actions to proactively protect staff members or non-staff personnel of ICAO, (hereafter referred to as "ICAO personnel"), when a risk of retaliation is identified.

### *Retaliation*

2.1 Retaliation is defined as any direct or indirect detrimental action that adversely affects the employment or working conditions of an individual where such action has been recommended, threatened or taken in whole or in part for the purpose of punishing, intimidating, or injuring an individual because that individual engaged in a protected activity as set out in paragraph 63 or 66 of the Framework. .

2.2 The transmission or dissemination of unsubstantiated rumours is not a protected activity. Making a report or providing information that is intentionally false or misleading constitutes misconduct and may result in disciplinary or other appropriate action. The mere expression of disagreement, warning, criticism or a similar expression regarding work performance, conduct or related issues does not constitute per se retaliation<sup>1</sup>.

2.3 The engagement in a protected activity or the request for protection against retaliation does not shield the individual concerned from accountability for their own misconduct in the underlying or any other matter, for which they may face disciplinary or other appropriate action.

### *Preventive actions*

2.4 When reviewing allegations of misconduct or in case of cooperation in good faith with a duly authorized investigation, the investigative entity<sup>2</sup> or the fact-finding enquiry Panel<sup>3</sup> should inform the individual concerned of their right to be protected against retaliation.

2.5 Without prejudice to confidentiality and with the consent of the individual concerned, the investigative entity, the fact-finding enquiry Panel or Auditors, in case of a duly authorized audit, may inform the Ethics Officer of any protected activity that the investigative entity, fact-finding enquiry Panel or Auditors identify(ies) as posing a potential retaliation risk for the relevant individual.

2.6 When informed by the investigative entity, the fact-finding enquiry Panel or Auditors of an individual who is at risk of retaliation, the Ethics Officer will consult with such individual and assess whether retaliation preventive measures are needed. With the individual's consent and without compromising the independence of the Ethics Office, such actions may include consultation and/or engagement by the Ethics Office with relevant offices and/or relevant members of management with a view to preventing retaliation against the individual as a consequence of his/her engaging in a protected activity.

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<sup>1</sup> Disagreement on work performance is not typically considered retaliation under this Personnel Instruction. Rather it is addressed in the context of performance management, through available resource mechanisms (e.g. PACE rebuttal process).

<sup>2</sup> See paragraph 46 of the Framework.

<sup>3</sup> See paragraph 1.9 of this Personnel Instruction.

### *Request for protection against retaliation*

2.7 Any request for protection against retaliation shall be submitted to the Ethics Officer in person, by regular mail or by email no later than six (6) months after the date on which the concerned individual knew, or in the opinion of the Ethics Officer, should have known, that the alleged retaliatory action was taken. In case of multiple alleged acts of retaliation, the request for protection against retaliation shall be submitted to the Ethics Officer no later than six (6) months after he/she knew of the latest alleged act of retaliation or, in the opinion of the Ethics Officer, should have known it.

2.8 Individuals who wish to submit a request for protection against retaliation should forward a detailed description of the alleged retaliation and include all information and documentation available to them in support of their complaint to the Ethics Officer as soon as possible. Individuals are also encouraged to submit to the Ethics Officer a complete Protection against Retaliation Form available on the webpage of the Ethics Office. Failure to fully cooperate with and provide timely documents and information to the Ethics Officer and/or to promptly respond to any inquiries made by him/her, may have an impact on the timely review of the request for protection against retaliation by the Ethics Officer.

2.9 Except as provided in paragraph 2.10 below, and without prejudice to paragraph 70 of the Framework, the Ethics Office is the only ICAO office with the authority to receive requests for protection against retaliation. In case an individual reports alleged retaliation to another ICAO office, such office should promptly inform the concerned individual about the relevant provisions of the Framework and the present Personnel Instruction and encourage him/her to directly contact the Ethics Office or, with the consent of the concerned individual, refer the report of alleged retaliation to the Ethics Office.

2.10 In case an individual believes that there is a conflict of interest<sup>4</sup> in the Ethics Officer reviewing his/her request, the individual may submit the request for protection against retaliation directly to the Secretary General, who may refer the matter to an external ethics entity<sup>5</sup>.

2.11 ICAO personnel may also consult with the Ethics Officer for confidential advice and guidance on a matter of retaliation and/or available options, and the Ethics Officer will remain available in this regard at all times, including prior to and through a request for protection against retaliation.

### *Confidentiality*

2.12 The Ethics Officer shall receive, log, and acknowledge receipt of the request for protection against retaliation within one week. The Ethics Officer shall maintain the confidentiality of all communications received from complainants who request protection against retaliation, and from all relevant third parties.

### *Preliminary review and interim protective measures*

2.13 The Ethics Officer shall conduct, normally within 30 calendar days upon receipt of all information requested, a preliminary assessment of the complaint of retaliation to determine whether:

- a) the complainant engaged in a protected activity; and
- b) there is a *prima facie* case that the protected activity was a contributing factor in causing the alleged retaliation or threat of retaliation.

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<sup>4</sup> A conflict of interest is an actual, perceived or potential incompatibility between a staff member's private interests and either his/her official duties or the interests of ICAO.

<sup>5</sup> See, for ease of reference, paragraph 80 of the Framework.



2.14 The Ethics Officer may, with the consent of the complainant, contact any relevant office or ICAO personnel and/or third parties to obtain additional information and/or records related to the request for protection. The Ethics Officer shall inform any ICAO personnel and/or third parties contacted in relation to a request for protection against retaliation of the confidential nature of the case.

2.15 All ICAO offices and ICAO personnel are required to: respond promptly to any inquiries made by the Ethics Officer; fully cooperate with the Ethics Officer; and provide access to all records, documents and information requested by him/her, with the exception of medical records without the express consent of the staff member concerned, and records that are subject to confidentiality requirements pursuant to, *inter alia*, paragraphs 1.18 to 1.20 of this Personnel Instruction.

2.16 Pending the completion of the preliminary assessment, and without prejudice to his/her further assessments of the request for protection against retaliation, the Ethics Officer, following consultation with the complainant, may make recommendations to the Secretary General for interim measures to be taken to protect the complainant from retaliation. In considering such measures, the Ethics Officer may, with the consent of the complainant and without compromising the independence of the Ethics Officer, consult and/or engage with relevant offices and/or relevant members of management.

#### *Further procedures and actions*

2.17 The procedures concerning the outcome of the preliminary assessment of the request for protection against retaliation, investigations, recommendations to the Secretary General, corrective actions and review of the no *prima facie* deliberation by the Ethics Officer are set out in paragraphs 71 to 81 of the Framework.

2.18 If, following a determination by the external ethics entity that there is no *prima facie* case of retaliation or threat of retaliation in cases involving the ICAO Ethics Officer in accordance with paragraph 70 of the Framework, the complainant wishes to have the matter reviewed further, the individual may, within 30 calendar days of notification of the determination, submit a request to the Secretary General, who may refer the matter to a separate external ethics entity.

2.19 If, at any stage of the above procedures, any relevant ICAO office or individual becomes aware of an immediate risk to the safety of the complainant or his/her family in relation to the request for protection against retaliation, he/she should promptly notify the ICAO Security Services. In consultation with the complainant, the Security Services will determine the most appropriate measures to be taken for the personal safety and well-being of the complainant and his/her family members in accordance with established procedures.

### **Section 3. Procedures in relation to harassment, including sexual harassment, and abuse of authority and discrimination**

Except where otherwise stated, Section 3 of this Personnel Instruction is applicable to all staff members and non-staff personnel of ICAO (ICAO personnel).

#### *General*

3.1 ICAO will not tolerate any type of harassment, including sexual harassment, and abuse of authority and discrimination within the workplace or associated with the work performed on its behalf. Conduct which is determined to constitute harassment, abuse of authority or discrimination will be subject to appropriate administrative or disciplinary action.

### 3.2 *Definition of harassment*

Harassment is any unwelcome conduct that might reasonably be expected or be perceived to cause offence or humiliation to another person, when such conduct interferes with work or creates an intimidating, hostile or offensive work environment.

3.2.1 Harassment may take the form of words, gestures or actions, which tend to annoy, alarm, abuse, demean, intimidate, belittle, humiliate or embarrass another. Harassment may be directed at one or more persons based on a shared characteristic or trait as set out in paragraph 3.3 below. Harassment normally implies a series of incidents.

3.3 *Discrimination* is any unfair treatment or arbitrary distinction based on a person's race, sex, gender, sexual orientation, gender identity, gender expression, religion, nationality, ethnic origin, disability, age, language, social origin or other similar shared characteristic or trait. Discrimination may be an isolated event affecting one person or a group of persons similarly situated, or may manifest itself through harassment or abuse of authority.

3.4 *Abuse of authority* is the improper use of a position of influence, power or authority against another person. This is particularly serious when a person uses their influence, power or authority to improperly influence the career or employment conditions of another, including, but not limited to, appointment, assignment, contract renewal, performance evaluation, working conditions or promotion. Abuse of authority may also include conduct that creates a hostile or offensive work environment, which includes, but is not limited to, the use of intimidation, threats, blackmail and coercion. Discrimination and harassment, including sexual harassment, are particularly serious when accompanied by abuse of authority.

3.5 *Sexual harassment* is any unwelcome conduct of a sexual nature that might reasonably be expected or be perceived to cause offense or humiliation when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment. Sexual harassment may occur in the workplace or in connection with work. While typically involving a pattern of conduct, sexual harassment may take the form of a single incident. In assessing the reasonableness of expectations or perceptions, the perspective of the person who is the target of the conduct shall be considered.

3.5.1 Sexual harassment is the manifestation of a culture of discrimination and privilege based on unequal gender relations and other power dynamics. Sexual harassment may involve any conduct of a verbal, nonverbal or physical nature, including written and electronic communications. Sexual harassment may occur between persons of the same or different genders and individuals of any gender can be either the affected individuals or the alleged offenders. Sexual harassment may occur outside the workplace and outside working hours, including during official travel or social functions related to work. Sexual harassment may be perpetrated by any colleague, including a supervisor, peer or a subordinate. An offender's status as a supervisor or a senior official may be treated as an aggravating circumstance. Sexual harassment is particularly serious when accompanied by abuse of authority.

### *Responsibilities*

3.6 All staff members shall conduct themselves in a way which will ensure that the workplace is free of intimidation, hostility or offense and, in this context, of any form of harassment, including sexual harassment and abuse of authority and discrimination. Managers bear added responsibility to ensure that the workplace is free of any form of harassment, including sexual harassment, abuse of authority and discrimination and they should make this clear:

- a) by their example;
- b) by clearly communicating, to all their staff, the provisions outlined in the Framework;

- c) by enhancing a positive working environment to prevent the occurrence of harassment, including sexual harassment, abuse of authority and discrimination in any form;
- d) by ensuring prompt attention to the adherence to the provisions outlined in the Framework; and
- e) by creating an environment that is free of sexual harassment.

#### *Resolution of problem cases*

3.7 An aggrieved staff member has the option to choose from two recourse mechanisms to address cases of alleged harassment, abuse of authority and discrimination — an informal approach and a formal approach. . Specific mechanisms to address cases of alleged sexual harassment are included in Personnel Instruction PI/1.3 on *Prevention of sexual harassment*.

##### A. Informal approach

3.8 As an initial step, the aggrieved staff member should attempt to resolve the case directly with the person who engaged in the alleged harassment, abuse of authority or discrimination. If this is unsuccessful, the staff member may either contact the Ombudsperson or opt directly for the formal approach described in paragraph 3.9 below. According to Staff Rule 101.16, the mandate of the Ombudsperson places them in a position to achieve informal resolution in such cases.

##### B. Formal approach

3.9 The aggrieved staff member shall then follow the procedure indicated in paragraphs 46 and 48 of the Framework. Any retaliation or threat of retaliation against individuals making complaints of harassment, abuse of authority and discrimination, or assisting in the investigation of such complaints, will be considered as a violation of standards of conduct and will be investigated and dealt with in accordance with the procedures in relation to the protection of staff against retaliation established in paragraphs 61 *et seq.* of the Framework and in Section 2 above.

### **Section 4. Procedures in relation to conflict of interest and financial disclosure**

#### *Conflict of Interest*

4.1 Staff members shall not put themselves in a situation where they or a member of their family may benefit, either directly or indirectly, from their association with an entity which conducts business with the Organization. Furthermore, they shall not allow third parties to benefit improperly from the Organization's business. In addition to the Declaration of Office referred to in Article 1.17 of The ICAO Service Code, all staff members must sign upon entry on duty the Declaration of No Conflict of Interest contained in Appendix A hereto, a copy of which shall be kept in the Confidential File of the staff members.

4.2 Staff members are also required to identify and disclose any interests that might conflict or appear to conflict with their official duties, by submitting to the Ethics Officer the Declaration of Conflict of Interest contained in Appendix B hereto. Furthermore, as soon as staff members become aware of, or suspect, a conflict of interest, they must disclose the relevant details in writing to the Ethics Officer, who will provide a copy of the financial disclosure to the Office of Internal Oversight (OIO) for assessment when it is determined to be a matter relating to financial disclosure. Any information disclosed in this way shall be treated as confidential.

4.3 Staff members whose official duties relate to the investment of the assets and funds of the Organization, or staff members who have direct access to procurement or investment information, need to be particularly sensitive to the potential for conflict of interest in the performance of their official duties and shall be particularly alert to the need to report such potential conflict of interest directly to their supervisor and to the Ethics Officer.

#### *Financial Disclosure*

##### A. Administration and scope

4.4 The financial disclosure statements referred to in paragraphs 24 to 27 of the ICAO Framework on Ethics (Annex I to The ICAO Service Code) required for the purpose of identifying, resolving and giving advice on conflict of interest, are confidential and shall be kept in a secure location by the Ethics Officer.

##### B. Filing

4.5 The financial disclosure statements shall be filed annually with the Ethics Officer by all staff members required to do so. The Ethics Officer will send electronically a declaration form at the beginning of each year to all staff members concerned, with the request to file the statement by 30 April of that year in respect of the period 1 January to 31 December of the previous year.

4.6 Staff members newly appointed to a level or position that requires filing of a financial disclosure statement shall submit such statement in respect of the immediately preceding 12-month period.

4.7 Staff members filing financial disclosure statements shall certify that the information disclosed is true, correct and complete to the best of their knowledge and belief.

##### C. Verification

4.8 The Ethics Officer may undertake a verification process of a random sample of the financial disclosure statements for assessment. To the extent needed, the Ethics Officer can request the assistance of an external financial expert. During this process, the staff members concerned are expected to provide any assistance as required by the Ethics Officer.

##### D. Reporting

4.9 All cases of financial disclosure indicating a *prima facie* conflict of interest shall be reported to the Secretary General by the Ethics Officer, together with recommendations as appropriate.

### **Section 5. Mandatory training**

5.1 Pursuant to paragraph 62 b of the ICAO Framework on Ethics (Annex I to The ICAO Service Code), the Ethics Officer shall promote ethical awareness through training, communication and other appropriate initiatives aiming at prevention and outreach. To this effect, the Ethics Officer shall, *inter alia*, develop and implement ethics training programmes (initial and refresher) and internal communication, including contributions on the ethics function to ICAO's website.

5.2 The Ethics Officer shall emphasize the prevention mandate and prioritize ethics training and

awareness-raising for staff members at all levels as key activities of such mandate.

5.3 The ethics training programmes:

- a) shall be mandatory for all staff members;
- b) shall be organized in coordination with the Director, Bureau of Administration and Services;
- c) shall be approved by the Secretary General before being launched;
- d) shall be delivered regularly; and
- e) may be delivered in face-to-face and/or online workshop formats, as considered appropriate.

5.4 The contents and structure of the ethics training courses and workshops may be tailored to meet specific needs.

5.5 The ethics training programmes shall be designed to:

- a) assist staff members in observing ICAO standards of conduct and in preventing, identifying and resolving professional ethical problems in the workplace;
- b) ensure a common understanding of the ethical standards and practices of ICAO; and
- c) safeguard an organizational culture of ethics, transparency and accountability.

5.6 Ethics training initiatives may be combined as appropriate with broader staff learning and development initiatives, such as, for example, the orientation course for new staff members.

5.7 In addition to the ethics training programmes, the Ethics Officer shall give briefings, informal sessions and presentations, as considered appropriate, on standards of conduct and on the Ethics Officer's responsibilities and work.

5.8 The Ethics Officer:

- a) shall prepare, assemble and distribute educational and outreach materials, package information, frequently asked questions (FAQ) and guidance via printed and/or electronic media;
- b) shall set up an ethics helpline;
- c) shall monitor feedback from ethics training courses with a view to updating curricula to reflect participants' evolving needs and priorities; and
- d) may expand the Ethics Officer's reach and better communicate the ICAO standards of conduct through ICAO's public website and provide information on the mandated responsibilities.

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**Appendix A to PI/1.6**

**DECLARATION OF NO CONFLICT OF INTEREST**

I, ....., declare that I have, and currently foresee, no vested interest in any assignment that would affect the performance of my official duties and responsibilities. Furthermore, I hereby give the undertaking to withdraw myself from any matter or assignment which could be deemed as a conflict of interest and to alert the Organization in writing of such matter or assignment.

I confirm that I have read and understood the requirements of the Organization's Staff Regulations, Staff Rules, Procedures and related policies, to which I fully subscribe.

Signature of staff member ..... Date: .....

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**Appendix B to PI/1.6**

**DECLARATION OF CONFLICT OF INTEREST**

I, ....., hereby declare that I wish to withdraw myself from participating in the decision-making process in relation to ....., as my involvement could be deemed as a Conflict of Interest, for the following reason(s):

.....  
.....  
.....  
.....  
.....

Signature of staff member ..... Date: .....

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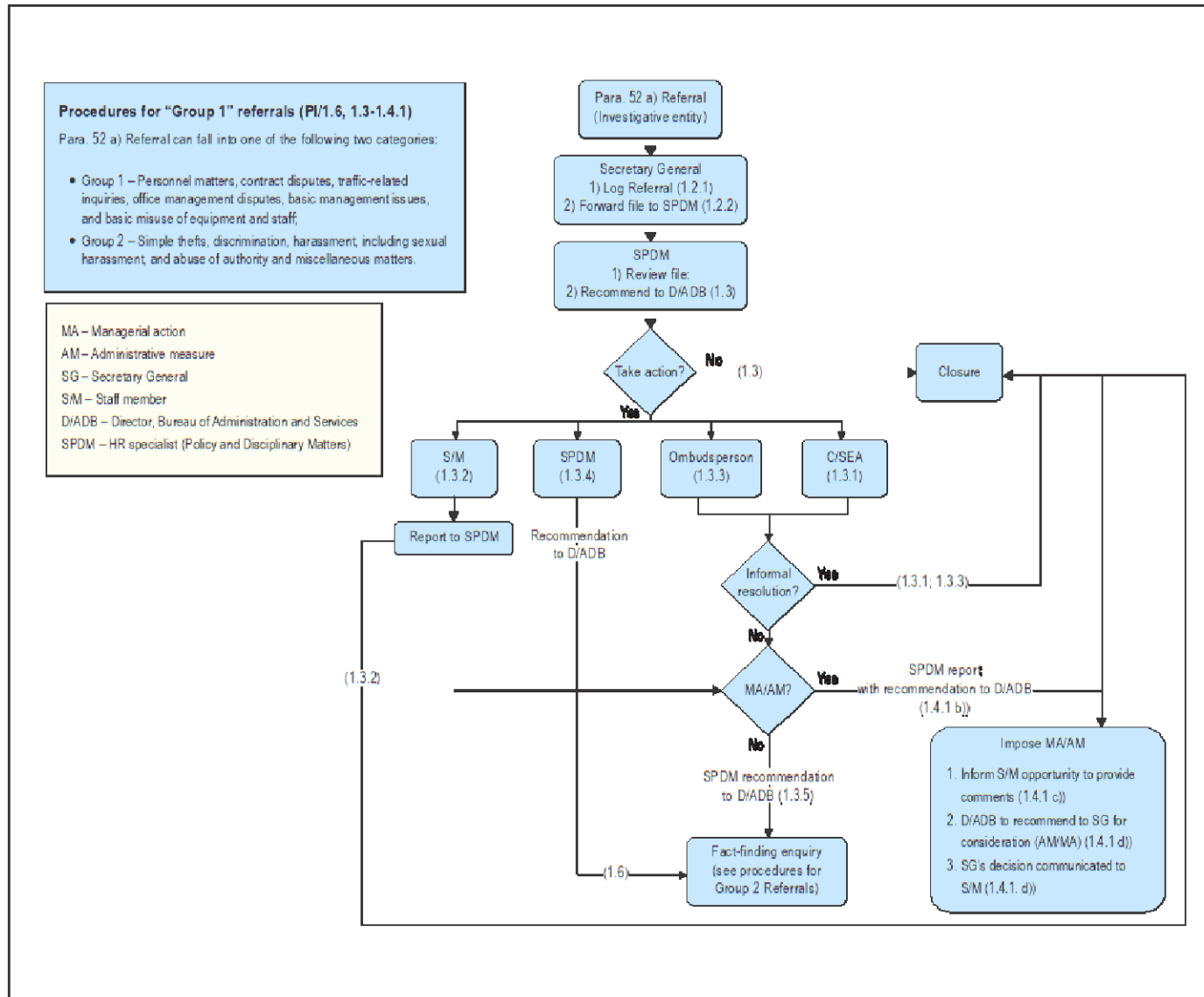




**Appendix C to PI/1.6**

**FLOWCHART OF PROCEDURES UNDER PARAGRAPHS 1.3 – 1.4.1 OF PI/1.6**

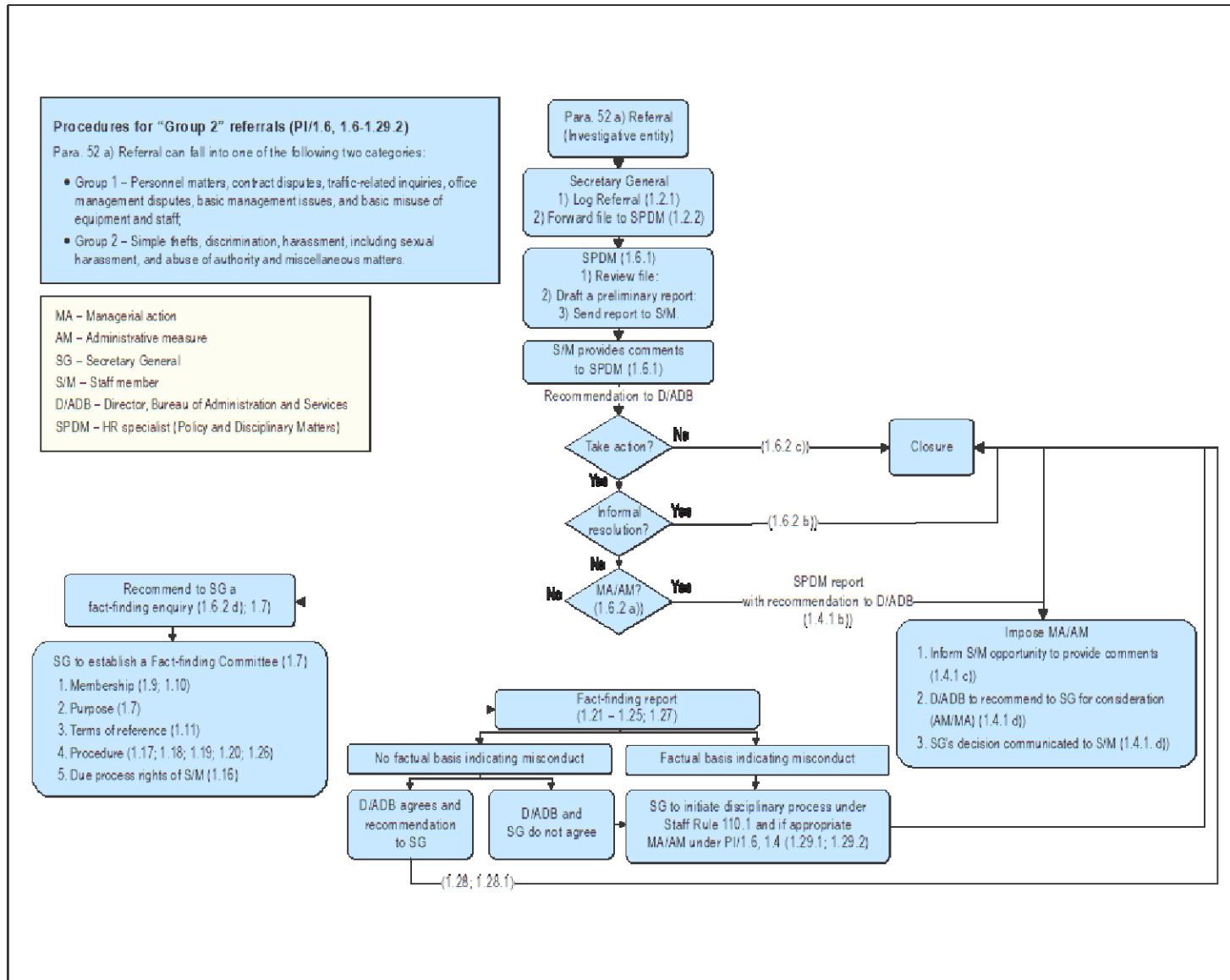
Personnel matters, contract disputes, traffic related inquiries, office management disputes, basic management issues, and basic misuse of equipment and staff.



## Appendix D to PI/1.6

### FLOWCHART OF PROCEDURES UNDER PARAGRAPHS 1.6 AND 1.6.1-1.29.1 OF PI/1.6

Simple thefts, discrimination, harassment, including sexual harassment, and abuse of authority and miscellaneous matters.



PERSONNEL INSTRUCTION PI/2.2  
(Staff Regulations 2.1, 2.2)  
(Staff Rule 104.8)

**Post Management**

(amended 30/12/20)

1. This Personnel Instruction addresses the procedures to be followed for post management.

*Staffing Table*

2. The Staffing Table consists of the various organizational entities in the ICAO Secretariat at Headquarters and in the Regional Offices. In particular, it represents the numbers, categories, titles and grades of posts in the Organization, regardless of the duration or source of funding. Chief, Recruitment, Classification and Post Management Section (C/RCP) is responsible for monitoring and maintaining appropriate records on the Staffing Table.
3. A post reflects the need to employ a person, or a succession of persons, for the performance of one or more duties. However, because of funding or other considerations, a post can be filled only when availability of funds has been confirmed.
4. In terms of duration, there are two categories of post:
  - a) *established and budgeted post*: usually required for an indefinite period and reflected as such in budget estimates;
  - b) *supernumerary post*: usually required for a limited period.
5. In terms of source of funding, there are three main categories:
  - a) *Regular Programme*: financed through assessed contributions;
  - b) *Administrative and Operational Services Costs Fund* of the Technical Cooperation Programme, known as AOSC;
  - c) *extra budgetary funds*: funding sources other than the Regular Programme and AOSC. Several such sources of funding currently exist:
    - i) funds which are reimbursed to ICAO by States participating in the regional civil aviation bodies, such as the European Civil Aviation Commission (ECAC);
    - ii) special funds, which are provided by States on a voluntary basis for particular posts or programmes;
    - iii) *Ancillary Revenue Generating Fund (ARGF)*: funds generated by revenue-generating activities, etc.

### *Changes to the Staffing Table*

6. Changes to the Staffing Table include:

- a) the creation, conversion (including change of funding), extension and suppression of posts;
- b) changes in the job content of a post, if this necessitates a change in its category, title or grade (Staff Rule 102.2 refers);
- c) the transfer of a post from one organizational entity to another; and
- d) the reorganization of office(s).

### *Required documentation*

6.1 Requests for changes to the Staffing Table shall only be acted upon once all the requisite documentation and information, as listed below, are submitted via electronic workflow by the Director of Bureau, or Chief of the organizational unit reporting directly to the Secretary General where no Bureau exists, for posts at Headquarters; and by the ICAO Regional Director for all posts in Regional Offices:

- a) a complete and up-to-date proposed job description<sup>1</sup> for all posts of more than six months' duration;
- b) a detailed organizational chart showing all posts in the organizational unit, and indicating grade level, functional title, name of incumbents, and reporting lines. It is also recommended that source of funding be added for each post;
- c) the relevant budget approval at the target level for all posts affected, unless the request is submitted for classification advice prior to a budget submission; and
- d) the justification for the change to the Staffing Table.

### *Approving authority*

6.2 Subject to the confirmation of availability of funds, classification advice provided by Human Resources, and adherence to established procedure, the authority to create or extend, and to make appointments to, General Service posts at Headquarters and Regional Offices may be delegated to the Director, Bureau of Administration and Services (D/ADB) or to the Deputy Director, Human Resources (DD/ADB HR), as appropriate

### *Organizational structure*

7. Organizational units at the level of Bureaus, Branches and equivalent Offices are established in the programme and budget. Other organizational units are approved by the Secretary General.

7.1 Proposals for changes to the organizational structure shall be submitted to D/ADB by the Director of the Bureau concerned, by the Chief of the organizational entity reporting to the Secretary General where no Bureau exists, or by the ICAO Regional Directors. The proposal shall indicate the programmatic or other reasons justifying the change as well as any impact the change will have on staffing and cost. For each post affected by the change, a revised organizational chart and job description must be provided.

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<sup>1</sup>. A *Reference Aid* on the preparation of job descriptions is available on the HR website.

7.2 D/ADB, in consultation with the Bureau or Office concerned, as well as with DD/ADB HR and C/FIN, as necessary, shall review the proposal and submit it with D/ADB's findings to the Secretary General for decision.

7.3 Changes to the organizational structure which have been approved by the Secretary General shall be announced via a Staff Notice upon receipt of the decision. All related administrative arrangements shall be completed as soon as possible thereafter.

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PERSONNEL INSTRUCTION PI/3.11

(Staff Regulation 3.11)

(Staff Rule 103.11)

**Settling-in grant**

(amended 1/7/16)

1. Staff members entitled to a settling-in grant under Staff Regulation 3.11 and Staff Rule 103.11 should submit an application on Form 151 in respect of themselves and eligible family members as soon as possible after arrival and reporting for duty at their duty station. When they are joined later by eligible family members, a further application should be submitted as soon as possible after their arrival.
  
  2. For Headquarters staff, Form 151 should be transmitted to the Staff Employment and Administration Section; Regional Office staff should submit Form 151 through their ICAO Regional Director, who may, when required, make advances not exceeding the amount of the DSA portion calculated to be due, subject to later adjustment. The application should then be transmitted to Headquarters for approval, and adjustment if necessary. Any advance payment of the DSA portion of the settling-in grant made by the ICAO Regional Offices should be indicated on Form 151.
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PERSONNEL INSTRUCTION PI/3.13  
(Staff Regulations 3.13, 3.14)  
(Staff Rule 103.13)

**Claims for dependency allowances**

(amended 4/10/18)

*Submission of claims*

1. Claims for dependency allowances should be submitted on Form 133 to the Staff Employment and Administration Section (SEA), which should be informed in writing of any subsequent change in the status of a recognized dependant, either through an amended Form 133 or by other suitable means.

*Dependent spouse earnings*

2. The determination of the dependency of a spouse shall be made on the basis of all spousal earnings, including pensions and other retirement-related income.

3. A claim in respect of a dependent spouse may be submitted on the basis of the spouse's estimated earnings during the full current calendar year. As soon as possible after the beginning of the following year, staff members already in receipt of this allowance must produce evidence of their spouse's actual earnings (e.g. tax returns, pay slips). Payment of the dependency allowance will then either be confirmed, or modified retroactively, up or down. In the latter event, any overpayment made by the Organization must be reimbursed by the staff member. Alternatively, a claim may be delayed until firm evidence of earnings is available early in the following year. Any authorized payments arising from such claims will then be made retroactively. The spouse of a staff member who is legally separated may be recognized as a dependant only upon submission of satisfactory evidence of financial support by the staff member.

4. If the earnings of a spouse are less than the sum of the respective earnings limits established in Staff Rule 103.13, plus the amount of the dependent spouse allowance, an adjusted dependent spouse allowance may be payable to the staff member. The adjusted amount payable shall be equal to the amount by which the sum of the earnings limit plus the dependent spouse allowance exceeds the spouse's earnings

5. If a staff member either joins or separates from the Organization in the course of a calendar year, the permissible earnings limit and actual earnings will be established on a pro rata basis.

6. The amount established for the earnings limit for the spouse's earnings shall be converted into local currencies as described in the Note at the end of this Personnel Instruction.

*Dependent children*

7. It is each staff member's responsibility to inform SEA in the event that a child between the ages of 18 and 21 ceases to be in full-time school attendance. Shortly before each dependent child reaches age 18, SEA will remind the staff member of the necessary conditions and action to be taken to ensure continuation of the entitlement after the child reaches age 18.

8. With respect to a child with a disability, the claim must be substantiated by a medical certificate attesting to the child's disability. The Organization will obtain verification from its own medical consultant, who may indicate whether a further review would be required and after what period of time. The allowance paid for a child with a disability is not limited as to the age of the child, and the requirement that a child over age 18 must be in full-time attendance at an educational establishment is waived.

9. Taking into account Staff Rule 104.5, if a staff member is a spouse of, or has a child or children with, another ICAO staff member, or a staff member of another organization of the United Nations common system, only one may claim dependency allowance for dependent children emanating from that relationship. The recipient of dependency allowance shall be the spouse having the higher salary level, in which case the other may claim only for a secondary dependant, if so entitled under Staff Regulations 3.13 and 3.14.

10. When a staff member, their spouse or dependent child receives a direct governmental grant or child benefit under national, federal, provincial, state or local laws in respect of the same child, the single parent allowance or the dependent child allowance payable is reduced by such governmental grant or child benefit. In applying this Staff Rule to staff members in the General Service category at Headquarters, it should be noted that federal and Quebec grants in respect of a dependent child have already been deducted in determining the amount of the dependent child allowance at Headquarters.

#### *Single parent allowance financial support*

11. A staff member who claims a single parent allowance and who receives financial support in respect of the dependent child must notify the Secretary General of the receipt of the financial support and certify that this financial support does not exceed the higher of:

a) the lowest entry level of the United Nations General Service gross salary scale in force on 1 January of the year concerned at the staff member's duty station. In duty stations where more than one salary scale is in force, the most recently issued salary scale shall apply for determining the threshold amount;  
or

b) the gross salary for the lowest entry level in force on 1 January of the year concerned at the base of the salary system (G-2, Step I, for New York).

#### *Secondary dependant*

12. A dependency allowance is payable in respect of only one secondary dependant and then only if no spouse allowance is paid.

13. The staff member must provide main support, i.e. the amount of support should be equal to or exceed the secondary dependant's financial resources (including support given by other members of the family and benefits such as pension, unemployment insurance or social welfare). The support should also not be less than twice the amount of the allowance.

14. Documentary evidence (such as an income tax declaration indicating the secondary dependant's name on the line of "other dependant", bank receipts or money orders in the case of transfer of funds to the secondary dependant, or any type of evidence acceptable to the Organization) of continuing support to the secondary dependant is required to be submitted each year for which the allowance is claimed.

15. The staff member shall submit documentary evidence of the income and any benefits the secondary dependant has received each year for which the allowance is claimed. Verification of the date of birth of the secondary dependant shall also be submitted, if this has not been submitted previously.

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Note.— Conversion to local currency of the U.S. dollar amount (Professional and higher category staff only):

- a) For provisional claims submitted during a current calendar year in respect of a spouse employed in:
  - 1) Canada: the applicable rate of exchange used for post adjustment purposes for January of the calendar year in question;
  - 2) elsewhere: the applicable UN Operational Rate for January of the calendar year in question.
- b) For claims submitted in the following year, and for verification of claims already processed, the average of the rates at a) above for the preceding 12 months, January through December.



PERSONNEL INSTRUCTION PI/3.18  
(Staff Regulations 3.18, 3.19)  
(Staff Rules 103.18 and 103.19)

**Education grant**

*Procedure*

1. An application for the education grant should be made on Form 135 at the close of each school year. This application should normally be accompanied by:
  - a) a certificate of attendance from the educational institution to the effect that attendance has been for the full school year or, if the attendance has been for less than the school year, a certificate showing the dates on which the attendance commenced and ceased, as well as the dates on which the school year commenced and ended;
  - b) a statement supported by receipts for all items for which receipts are customarily obtainable, of the cost of education for each of the items specified in Staff Rule 103.18, paragraphs 19, 20 and 21 and including the amount of any grant received as specified in Staff Rule 103.18, paragraph 22. The cost of each of these items should be shown separately and should not be combined with other non-admissible items as in, for example, "text books and school supplies".
2. Where in exceptional circumstances the customary receipts cannot be obtained to support the application, evidence of the costs incurred may take the form of a statement signed by the staff member.
3. Only one advance against an entitlement to an education grant may be requested per child per scholastic year. Each request for advance is to be accompanied by a school letter confirming the child's registration for the forthcoming year and invoices indicating the amount of the anticipated fees. The amount of the advance authorized will be lower than the total amount of the grant due for the school year. A residual reimbursement will be authorized when the final claims are submitted at the end of the academic year.
4. Completed Form 135 or 136 should be addressed to Chief, Staff Employment and Administration Section.

*Special education grant*

5. Unless otherwise modified by the provisions of Staff Rule 103.19, applications for the special education grant should be submitted annually on Form 135 at the close of each school year, accompanied by the documentation required under Staff Rule 103.19, paragraph 7.



PERSONNEL INSTRUCTION PI/3.25

**Hospitality allowance**

*Allocation of funds*

1. Funds for hospitality expenditure will be allotted under the authority of the Secretary General, and the recipient of the allotment will be responsible for the control of funds and will give authority prior to incurring hospitality expenditure.

*Allowable expenditure*

2. In planning and authorizing hospitality, the interests of economy must be kept in mind. Except in the case of the most important negotiations, such expenditure will not be incurred in extending hospitality to sales or other representatives of vendors, lessors or contractors. Expenditure incurred for the entertainment of staff members will not ordinarily be allowed, but may be reimbursed on special occasions.

*Approved rates of expenditure*

3. Staff members who have been authorized to incur hospitality expenditure shall be reimbursed, subject to the production where possible of receipted accounts, the actual expenses incurred up to maxima established according to the following percentages of the daily subsistence allowance for the place where the expenditure was incurred:

|               | <i>Restaurant, etc.</i> | <i>Home</i> |
|---------------|-------------------------|-------------|
| Dinner        | 40%                     | 30%         |
| Lunch         | 30%                     | 20%         |
| Between meals | 10%                     | 10%         |

4. The rates prescribed for home hospitality will apply to the host but not to other household members.

5. Where a staff member is receiving a subsistence allowance at the time when hospitality is offered, the reimbursable sum for the staff member's personal entertainment expenses will be one-half of the rate specified.

*Procedure*

6. Prior to extending hospitality, whether at the duty station or on a mission, authority must be obtained from the recipient of the allotment on Form 0-19 (Hospitality Authorization and Claim).

7. An original only should be prepared by the staff member intending to extend hospitality, and approved by the recipient of the allotment. The authorization form will then be returned to the staff member concerned for information as to authorization and for completion of the claim portion (Section B) once hospitality has been extended, after which the form will be forwarded to the Finance Branch (Accounts Payable) for settlement.





PERSONNEL INSTRUCTION PI/3.26

**Retroactive increases in emoluments**

(amended 30/12/20)

1. When a staff member has been separated from service between the effective date of a retroactive increase in emoluments and the date of the decision to grant the increase, the staff member shall receive the benefit subject to the following conditions:
    - a) no retroactive payment shall be made in cases of separation under Staff Regulations 9.5, 9.7 or 10.1
    - b) in cases of separation by mutual agreement under Staff Regulation 9.8, retroactive payment shall be at the discretion of the Secretary General;
    - c) the staff member has provided a forwarding address (*see 2 below*).
  2. The required forwarding address should be included in the clearance certificate mentioned in Personnel Instruction 9.1. Any change of address occurring within one year of the date of separation should be notified to the Staff Employment and Administration Section. Failure to provide a forwarding address shall render the staff member ineligible to receive the above benefit and shall relieve the Organization of any further obligation in the staff member's regard.
  3. If a forwarding address is on record, the Organization will notify, by letter, any former staff member who becomes eligible for a retroactive benefit. This notice will request the address to which the corresponding cheque remittance should be sent. Failing receipt of this information within three months of the date of dispatch of the notice, the amount standing to the credit of the former staff member will be forfeited and the account closed.
  4. Any retroactive benefit due to former staff members under the above provisions shall be made pensionable where applicable, but only if they are in receipt of a periodic benefit from the United Nations Joint Staff Pension Fund.
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## PERSONNEL INSTRUCTION PI/4.19

### Liens

(amended 30/12/20)

1. While on Special Leave without Pay (SLWOP) or on loan or secondment to another UN organization, staff members holding fixed-term, term or permanent appointments may maintain a lien against their post under the following conditions.
2. Staff members must normally have completed a minimum of three years of service with ICAO before submitting a request for SLWOP or before proceeding on loan or secondment to another UN organization; this requirement shall not apply in the case of a staff member requesting parental leave as SLWOP. In addition, staff members must normally have completed three consecutive years of service with ICAO immediately preceding each subsequent request for SLWOP or for loan or secondment to another UN organization.
3. While on SLWOP, staff members may retain a lien on their post for one year, renewable for a second year. Under exceptional circumstances, the Secretary General may grant an extension for a third year.
4. While on loan or secondment to another UN organization, staff members may retain a lien on their post for a maximum period of three years. Under exceptional circumstances, the Secretary General may grant an extension on a yearly basis, for a maximum of two additional years.
5. During the period that staff members maintain a lien on their post, that post may be filled only on a temporary basis.
6. Only under exceptional circumstances would staff members be allowed to return to ICAO before completion of the approved period of SLWOP or loan or secondment to another UN organization.
7. Staff members will sign an agreement with ICAO specifying the terms and conditions of the SLWOP or the loan or secondment to another UN organization.



## **Administration of temporary appointments**

(amended 30/12/20)

This Personnel Instruction establishes the terms and conditions pertaining to the use and administration of temporary appointments in accordance with Staff Regulation 4.27.1.

### **Section 1. General**

1.1 The purpose of the temporary appointment is to enable the Organization to manage its short-term staffing needs.

### **Section 2. Use and duration of temporary appointments**

2.1 A temporary appointment may be granted for a single or cumulative period of less than one year to meet short-term requirements that are expected to last for less than one year at the time of the staff member's appointment, such as:

- a) to meet a seasonal or peak work requirement of limited duration that cannot be carried out by existing staff members;
- b) to temporarily fill a position whose incumbent is on special leave, sick leave, maternity or paternity leave or on assignment;
- c) to temporarily fill a vacant position pending the finalization of the regular selection process, in which case the appointment shall be limited to a maximum period of six months;
- d) to work on a special project with a finite mandate.

2.2 A temporary appointment shall not be used to fill needs that are expected to last for one year or more.

2.3 In the case of staff members governed by the Association internationale des traducteurs de conférence (AITC) and the Association internationale des interprètes de conférence (AIIC) agreements, an appointment may be granted for a maximum of 729 days (or 521 working days) within a 27-month period.

#### *Extension of a temporary appointment and successive temporary appointments within a period of 364 days*

2.4 Subsequent to the initial temporary appointment, new and successive temporary appointments may be granted for any duration, provided that the length of service does not exceed the period of 364 calendar days. Every effort will be made to provide as much advance notice as possible to staff members about intended extensions.

2.5 The period of 364 days shall start on the first day of service under the initial temporary appointment or on the first day of service following the expiration of the period of time during which re-employment under a temporary appointment is not permitted, as set out in Section 5 below.

2.6 Upon reaching the limit of service under one or several successive temporary appointments as set out in the present Section, or, exceptionally, 729 days as permitted under Section 13 below, the staff member shall be required to separate from the Organization.

2.7 Where a period of time as set out in Section 5 passes between temporary appointments, the period of 364 days shall start anew on the first day of the new appointment, even if the 364 days had not been reached under the previous temporary appointment(s).

### **Section 3. Temporary vacancy notice, selection and appointment process**

#### *Temporary appointment of more than six months*

3.1 When a need for service for more than six months but less than one year is anticipated, a job description shall be prepared by the bureau/office and a temporary vacancy notice shall be issued by Human Resources.

3.2 The temporary vacancy notice shall be consistent with the requirements of a standard vacancy notice, and shall include a description of the qualifications and competencies required and reflect the functions of the post. Each temporary vacancy notice shall indicate the date of posting and specify a deadline by which all applications must be received.

3.3 Temporary vacancy notices shall be advertised for a minimum of one week.

#### *Temporary appointment of six months or less*

3.4 The decision to issue a temporary vacancy notice for a temporary appointment for six months or less is made at the discretion of the bureau/office. However, if temporary appointments of an initial duration of six months or less are subsequently extended beyond six months, the issuance of a vacancy notice shall be required per Sections 3.1 through 3.3 above.

3.5 For initial temporary appointments of six months or less which are not announced under a temporary vacancy notice, terms of reference reflecting the functions to be performed and the required qualifications and competencies will be prepared by the bureau/office. The selection of the candidate shall be done on the basis of the bureau/office's recommendation, which shall involve consideration of several candidates and an assessment of their application against the terms of reference and the required qualifications and competencies. The bureau/office's recommendation will be submitted to DD/ADB HR for review and approval. Recruitment agencies with whom ICAO has an agreement may also be approached to provide curriculum vitae of suitably qualified individuals.

#### *Evaluation, selection and appointment or assignment*

3.6 The bureau/office will assess the candidates' applications in order to determine whether they are eligible, and whether they meet the minimum requirements, as well as the technical requirements and competencies of the temporary position. Such assessment will be undertaken through an analysis of the applications. The assessment may also include an interview and/or other appropriate evaluation mechanisms, such as written tests and/or work samples. The bureau/office shall prepare a documented record of the evaluation process in order to support its recommendation and to allow for review by Human Resources.

3.7 The selection decision for all positions in the General Service category shall be made by the official who has delegated authority, in accordance with Staff Rule 104.8, paragraph 13, on the basis of the proposal made by the responsible bureau/office, following the recruitment process described above. Recommendations for selection for all positions in the Professional category and higher shall be submitted by the head of bureau/office for review by Human Resources and approval by the Secretary General.

3.8 When a candidate has been selected, the candidate shall be offered the respective appointment, which for external candidates will be subject to satisfactory reference checks to be completed by Human Resources.

3.9 The selected candidate shall be offered a temporary appointment unless the selected candidate already holds another type of appointment, in which case the following rules apply:

- a) candidates holding a permanent or continuing appointment will retain their permanent or continuing appointment and will be temporarily assigned to the position to be encumbered, subject to agreement by the releasing office; and
- b) candidates holding a fixed-term appointment will retain their fixed-term appointment and will be temporarily assigned to the position to be encumbered for a period not exceeding the duration of their fixed-term appointment, subject to agreement by the releasing office.

#### **Section 4. Pre-employment medical clearance**

4.1 A candidate who has been offered a temporary appointment of less than six months shall, unless requested to undergo a full medical examination, submit a medical certificate from a licensed medical practitioner, who is recognized by the ICAO Medical Clinic, stating that the candidate is medically fit to perform the assigned functions. Candidates who have been offered a contract of six months or more, or staff members who reach six months of service on successive temporary contracts, shall undergo a full medical examination in accordance with Staff Rule 104.33.

#### **Section 5. Eligibility**

##### *Eligibility of a staff member who has held or is holding a fixed-term, continuing or permanent appointment*

5.1 Upon separation from service, including, but not limited to, expiration or termination of, or resignation from, a fixed-term, continuing or permanent appointment, a former staff member will be ineligible for re-employment on the basis of a temporary appointment for a period of 31 days following the separation. In the case of separation from service on retirement, a former staff member will be ineligible for re-employment for a period of three months following the separation.

##### *Eligibility of a staff member who has held or is holding a temporary appointment*

5.2 A former staff member who held a temporary appointment and was separated in accordance with Section 2.6 above, is not eligible for re-employment on a new temporary appointment or as a consultant or individual contractor within three months of the end of the staff member's most recent appointment.

## **Section 6. Performance evaluation**

6.1 Staff members with contracts of three months or longer during the calendar year shall be evaluated under the Organization's performance management system.

## **Section 7. Salaries and related allowances**

7.1 The salary and step in grade on appointment shall be determined in accordance with Staff Rule 103.1.

7.2 A staff member who holds a temporary appointment shall be eligible for payment of dependency allowances as appropriate, in accordance with the conditions specified in Staff Rule 103.13.

7.3 A staff member who holds a temporary appointment in a post in the Professional and higher categories may be eligible for the following allowances in accordance with the applicable Staff Rules and the conditions specified in the present and other relevant Personnel Instructions:

- a) salary increment pursuant to Staff Rule 103.6 should the appointment be exceptionally extended beyond 364 days in accordance with Section 13 below;
- b) post adjustment and rental subsidy pursuant to Staff Rule 103.5;
- c) hardship allowance and non-family service allowance pursuant to Staff Rule 103.21 and conditions established by the International Civil Service Commission; and
- d) danger pay in accordance with Staff Regulation 3.22 and conditions established by the International Civil Service Commission.

7.4 A staff member who holds a temporary appointment in a post in the General Service category may be eligible for the following allowances in accordance with the applicable Staff Rules and the conditions specified in the present and other relevant Personnel Instructions:

- a) salary increment pursuant to Staff Rule 103.6 should the appointment be exceptionally extended beyond 364 days in accordance with Section 13 below;
- b) overtime and compensatory time off pursuant to Staff Rule 105.3;
- c) night differential pursuant to Staff Rule 105.3; and
- d) danger pay in accordance with Staff Regulation 3.22 and conditions established by the International Civil Service Commission.

## **Section 8. Annual and special leave**

### *Annual leave*

8.1 In accordance with Staff Regulation 5.4 and Staff Rule 105.4, a staff member who holds a temporary appointment shall accrue annual leave while on full pay status at the rate of one and a half days per month and may accumulate 18 working days of annual leave in a calendar year, of which nine days may be carried



forward to the next calendar year. Upon separation, pursuant to Staff Regulation 9.20, any accrued annual leave not utilized by the end of the temporary appointment may be commuted into a sum of money for the period of such accrued annual leave up to a maximum of 18 working days.

8.2 When service commences after the first working day of a month, one day shall be credited when service begins on or before the sixteenth day; a half day shall be credited when service begins thereafter. When service ends before the last working day of the month, a half day shall be credited for service ending on or before the fifteenth day; one day shall be credited when service ends thereafter.

#### *Special leave in exceptional circumstances*

8.3 Staff members holding a temporary appointment may exceptionally be granted special leave on such terms as the Secretary General may consider appropriate pursuant to Staff Regulation 5.9.

### **Section 9. Social security**

#### *United Nations Joint Staff Pension Fund*

9.1 A staff member who holds a temporary appointment and whose appointment is for six months or more or who completes six months of service under shorter appointments without an interruption of more than 30 calendar days shall become a participant in the United Nations Joint Staff Pension Fund, provided that the staff member's letter of appointment does not exclude the staff member's participation.

#### *Sick leave*

9.2 A staff member who holds a temporary appointment shall accrue sick leave at the rate of two working days per month in accordance with Staff Regulation 6.3, paragraph a). A staff member may be granted the full entitlement of the sick leave for the duration of the appointment at any point in time during the staff member's appointment.

9.3 A staff member who holds a temporary appointment shall be entitled to a maximum of seven days of uncertified sick leave pursuant to Staff Rule 106.2, paragraph 1.d), subject to the maximum accrual of sick leave entitlement under the current appointment in accordance with Staff Regulation 6.3, paragraph a). Accrued sick leave cannot be carried forward between successive appointments.

#### *Maternity leave*

9.4 A staff member who holds a temporary appointment is entitled to maternity leave pursuant to Staff Regulation 6.6. In cases where maternity leave has commenced prior to the end of the temporary appointment but has not been completed during the duration of the temporary appointment, the appointment of the staff member will be exceptionally extended for the purpose of exercising the unused portion of the maternity leave entitlement. The appointment extended for that purpose shall not be extended beyond the period of the maternity leave entitlement and the extension does not give rise to any other benefits or entitlements.

### *Paternity leave*

9.5 A staff member who holds a temporary appointment is entitled to paternity leave in accordance with Staff Regulation 6.7 upon completion of six months of continuous service and when the staff member is expected by the Secretary General to continue in service for at least three months upon return from paternity leave.

9.6 The leave may be taken either continuously or in separate periods during the year following the birth of the child, provided it is completed during that year and within the duration of the contract. The appointment shall not be extended solely in order to exercise the unused portion of the paternity leave.

### *Compensation for service-incurred injury, illness or death*

9.7 A staff member who holds a temporary appointment shall be entitled to compensation in the event of death, injury or illness attributable to the performance of official duties on behalf of the Organization, in accordance with Staff Regulation 6.5 and Staff Rule 106.5.

### *Compensation for loss of or damage to personal effects attributable to service*

9.8 A staff member who holds a temporary appointment shall be entitled, within the limits and under terms and conditions established by the Secretary General, to reasonable compensation in the event of loss or damage to the staff member's personal effects determined to be directly attributable to the performance of official duties on behalf of the Organization, pursuant to Staff Rule 106.6 and Personnel Instruction PI/6.6.

## **Section 10. Medical insurance**

10.1 Staff members who hold a temporary appointment of three months or more may enrol themselves and eligible family members in a medical plan offered by the Organization starting from the first day of that appointment or from the first day of the following month.

10.2 Staff members who hold a temporary appointment of less than three months are not entitled to enrol in the health insurance scheme. However, if such appointment is subsequently extended for a cumulative duration of three months or more, staff members may enrol themselves and eligible family members in a medical plan offered by the Organization starting from the first day of the extension of the appointment or from the first day of the following month.

10.3 A candidate requesting exemption from participation in a medical insurance scheme provided by ICAO shall be required to certify that the candidate has secured coverage generally equivalent to ICAO coverage.

## **Section 11. Travel-related entitlements**

11.1 A staff member who holds a temporary appointment in a post in the Professional and higher categories may be eligible, if not recruited at the duty station or from within commuting distance from the duty station, for the following travel-related entitlements in accordance with the applicable Staff Rules and the conditions specified in the present Personnel Instruction:

- a) travel expenses pursuant to Staff Regulation 7.1 and Staff Rule 107.1 for the staff member only, as applicable;
- b) the daily subsistence allowance portion of the settling-in grant for the staff member only, in accordance with Staff Regulation 3.11 and Staff Rule 103.11;
- c) unaccompanied shipment pursuant to Staff Rule 107.12 for the staff member only, as applicable. The lump-sum payment option shall be available; and
- d) travel authorized for medical, safety or security reasons pursuant to Staff Rule 107.1, as applicable.

11.2 In accordance with Staff Rule 107.1, paragraph 10, staff members holding a temporary appointment who resign before completing the full term of their initial appointment, shall not be entitled to payment of return travel expenses for themselves unless the Secretary General determines that there are compelling reasons for authorizing such payment.

*Entitlements to travel, shipment and subsistence allowance for successive temporary appointments within the same duty station*

11.3 A staff member who has been authorized to travel in connection with an initial temporary appointment to a post in the Professional and higher categories and who is offered successive temporary appointments within the same duty station shall be entitled to the following:

- a) payment of travel expenses for the staff member only pursuant to Staff Rule 107.1 shall be authorized no more than once within a 12-month period. However, if more than 31 days have passed between separation from the previous temporary appointment and re-employment on a new temporary appointment, additional travel to the duty station may be authorized;
- b) a staff member who has been authorized to travel in connection with a new temporary appointment at the same duty station, in accordance with subparagraph 11.3 a) above, shall not be eligible for any additional travel-related entitlements, unless more than three months have elapsed since the staff member's separation from service; and
- c) travel, unaccompanied shipment and the daily subsistence allowance portion of the settling-in grant shall not be paid, in any case, to a staff member who, upon initial appointment or reappointment to the Organization, did not travel at ICAO expense because the staff member was recruited at the duty station or within commuting distance from the duty station.

**Section 12. Conference translators and interpreters governed by the agreements with the Association internationale des traducteurs de conférence (AITC) and the Association internationale des interprètes de conférence (AIIC)**

12.1 Conference translators and interpreters who hold an ICAO temporary appointment and are governed by the agreements established with AITC and AIIC are entitled to the conditions of service, allowances and benefits set out in such agreements. Where the AITC and AIIC agreements are silent, the provisions of the present Personnel Instruction shall apply. In cases where the AITC and AIIC agreements are inconsistent with the provisions of the present Personnel Instruction, the provisions of the AITC and AIIC agreements shall prevail.

### **Section 13. Exceptional extension of a temporary appointment beyond the period of 364 days**

13.1 A temporary appointment may exceptionally be extended beyond 364 days by another 365 days (up to a maximum of 729 days combined), under the following circumstances:

- a) where a temporary emergency or a surge requirement unexpectedly continues for more than one year; or
- b) where a special project in a Regional Office or at Headquarters unexpectedly continues for more than one year.

13.2 A recommendation for an exceptional extension of a temporary appointment leading to service of one year or more shall be submitted by the head of bureau/office, accompanied by a written justification, as follows:

- a) for Professional posts, to the Secretary General, through D/ADB;
- b) for GS posts at the G-6 and G-7 grade levels: to D/ADB; and
- c) for GS posts at up to and including G-5 grade level: to DD/ADB HR.

13.3 Under no circumstances shall the period of a temporary appointment exceed 729 days.

### **Special conditions of service for temporary appointments exceptionally extended beyond 364 days**

#### *Annual leave*

13.4 A staff member whose temporary appointment has been exceptionally extended beyond the initial period of 364 days pursuant to Staff Regulation 4.27.1 and under the circumstances specified in Section 13.1 above, may accumulate and carry forward up to nine working days of annual leave by 1 January of any year or such other date as the Secretary General may set for a duty station. Accrual of annual leave remains at the rate of one and a half days per month in accordance with Staff Regulation 5.4 and Staff Rule 105.4. Upon separation, pursuant to Staff Regulation 9.20, any accrued annual leave not utilized by the end of the temporary appointment may be commuted into a sum of money for the period of such accrued annual leave up to a maximum of 18 working days.

#### *Home leave*

13.5 A staff member in a post in the Professional and higher categories whose temporary appointment has been exceptionally extended beyond the initial period of 364 days shall be entitled to home leave in duty stations with a 12-month home leave cycle pursuant to Staff Regulation 5.11, subject to the specific conditions of this entitlement for staff members serving at designated duty stations having difficult conditions of life and work, and in accordance with the methodology established by the International Civil Service Commission.

#### *Repatriation grant*

13.6 A repatriation grant shall be payable to a staff member who has accrued five years or more of continuous service, in accordance with Staff Regulation 9.21 and Staff Rule 109.21.

#### *Travel*

13.7 Exceptional extension of the temporary appointment beyond 364 days within the same bureau/office and at the same duty station does not give rise to additional travel entitlements under Section 11 above.

#### **Section 14. Termination of a temporary appointment**

14.1 A temporary appointment may be terminated in accordance with the Staff Regulations and Staff Rules.

##### *Notice of termination*

14.2 A staff member whose temporary appointment is to be terminated shall be given not less than 15 calendar days' written notice of such termination or such written notice as may otherwise be stipulated in the letter of appointment.

14.3 In lieu of the notice period, the Secretary General may authorize compensation equivalent to salary, applicable post adjustment and allowances corresponding to the relevant notice period at the rate in effect on the last day of service.

14.4 In accordance with Staff Regulation 9.11, paragraph e), no termination notice or compensation in lieu thereof shall be given in case of summary dismissal.

##### *Termination indemnity*

14.5 Staff members holding temporary appointments exceeding six months shall be paid a termination indemnity in accordance with and under the conditions set out in Staff Regulation 9.12, Annex VI to the Staff Regulations, Staff Regulation 9.13, and the staff member's letter of appointment. This applies also to temporary appointments of an initial duration of six months or less that are subsequently extended beyond six months.

14.6 Staff members holding a temporary appointment of six months or less shall not be paid a termination indemnity unless such payment is stipulated in the letter of appointment. Such termination indemnity shall not exceed an amount equivalent to one week's pay for each month of uncompleted service.



PERSONNEL INSTRUCTION PI/4.33  
(Staff Regulation 4.33)

**Medical examination prior to appointment**

(amended 30/12/20)

1. Under Staff Regulation 4.33, all persons appointed to the ICAO Secretariat, unless appointed for periods of less than six months, are required to undergo a medical examination prior to appointment.

*Headquarters*

2. If a prospective staff member resides in the Montréal area, arrangements for a medical examination by the Organization's medical consultant will be made by the Staff Employment and Administration Section. If residing outside the Montréal area, the prospective staff member will be sent a copy of a standard medical form with the offer of appointment and may be examined either by a physician designated by the Organization in the area where the prospective member resides or by the staff member's own doctor. The standard medical form must be completed and will be submitted to the Organization's medical consultant for analysis and approval. A reasonable sum will be paid toward the cost of the medical examination upon submission to the Staff Employment and Administration Section of claims for reimbursement.

*Regional Offices*

3. ICAO Regional Directors are authorized to make arrangements with a licensed doctor for medical examinations of new locally recruited staff members (except persons appointed for periods of less than six months). ICAO Regional Directors are authorized to pay a reasonable sum toward the cost of such examination.





PERSONNEL INSTRUCTION PI/4.36

**New members of the Secretariat**

1. All staff members taking up initial appointment in the Secretariat shall report, on the day of commencement of service, to the Staff Employment and Administration Section in the Bureau of Administration and Services.
  2. Staff members in the Professional category will be introduced by an officer of the Staff Employment and Administration Section to Chief, Staff Employment and Administration Section, and to the Director of the Bureau or Chief of Office, Branch or Section concerned, as appropriate. The Director of the Bureau concerned will arrange for appropriate introduction within and outside the Bureau, and for introduction to other Directors and Chiefs of Branches with whom the new staff member may be expected to have working contact.
  3. Staff members in the General Service category will be introduced by a representative of the Staff Employment and Administration Section to Chief, Staff Employment and Administration Section, and to the Chief of the Office, Branch or Section concerned, as appropriate. The Chief of the Office, Branch or Section will arrange for their introduction to the Director of the Bureau concerned and other officers and co-workers, as appropriate.
  4. New staff members shall be invited to attend an orientation course organized by ICAO and shall be introduced to the Secretary General and Directors of Bureaus.
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PERSONNEL INSTRUCTION PI/4.39  
(Staff Regulation 4.39)  
(Staff Rule 104.39)

**Performance and Competency Enhancement (PACE) Rebuttal Process**

(29/6/18)

*Purpose*

1. The purpose of this Personnel Instruction is to establish guidelines for the PACE rebuttal process in accordance with Staff Rule 104.39.

*Ad hoc Rebuttal Panels*

2. An ad hoc rebuttal panel (hereinafter referred to as the “panel”) shall be established for each rebuttal request and shall be composed of three serving ICAO members nominated as follows:

- a) one panel member, nominated by the staff member;
- b) one panel member, nominated by the first reporting officer (FRO); and
- c) one panel member, serving as Chairperson, at the same grade or higher as the FRO, jointly nominated by the other two panel members.

3. Panel member nominations shall be from a rebuttal panel roster (hereinafter referred to as the “roster”) of staff members available to serve on the panel. The roster is compiled by the Secretary General, or the Secretary General’s representative, and consists of potential members designated by the Secretary General and potential members designated by the Staff Association.

4. The roster shall contain a total of at least 10 serving staff members on fixed-term, permanent or continuing appointments across several Bureaus/Offices of ICAO. Potential panel members must have adequate knowledge and experience required to review the appraisal and its rating, including but not limited to supervisory experience and/or training in performance management and supervisory skills.

5. Every effort shall be made to obtain an appropriate geographical and gender balance within the roster, where possible. The Secretary General, or the Secretary General’s representative, shall replenish the roster regularly, in collaboration with the Staff Association.

6. The roster shall be communicated within the PACE. Names shall be retained indefinitely, until staff members’ voluntary withdrawal, removal by their designating authority or separation from the Organization.

### *Rebuttal process*

7. Staff members who disagree with an overall rating below “*fully met expectations*” may submit a rebuttal request within 14 calendar days of PACE completion. The rebuttal request shall be made through the PACE system and shall include:

- a) a written rebuttal statement by the staff member setting forth briefly the specific reasons why a higher overall rating should have been given; and
- b) the name of an individual from the roster who the staff member nominates to serve on the panel, subject to the limitations prescribed in paragraphs 13 and 14 below.

8. Within 30 days of receiving notification of the rebuttal request and rebuttal statement through the PACE system, the FRO shall submit to the Policy, Organizational and Staff Development Section (POD):

- a) a written reply to the rebuttal statement of the staff member; and
- b) the name of an individual from the roster, who the FRO nominates to serve on the panel, subject to the limitations prescribed in paragraphs 13 and 14 below.

9. POD shall provide a copy of the written reply to the rebuttal statement by the FRO to the staff member concerned.

### *Confirmation of panel members*

10. Upon receiving the above statements and information, as per paragraphs 7, 8 and 9 above, POD shall request nominated panel members to jointly nominate a third panel member from the roster, who will serve as Chairperson. In case of non-agreement between the panel members, POD may unilaterally select a Chairperson.

11. Should any panel members decline nomination, taking into account limitations prescribed in paragraphs 13 and 14 below, the staff member and/or the FRO shall be required to select new member(s) immediately upon notification by POD.

12. If the process or nomination of panel member(s), or their replacement(s), is extensively and unjustifiably delayed by the staff member, the Secretary General may deem the rebuttal request non-receivable.

### *Conflict of interest*

13. Rebuttal panel members shall not be in the same Office/Section as the staff member, or any reporting officers/additional supervisors, relating to the PACE being rebutted.

14. Rebuttal panel members may decline participation in cases of potential conflict of interest, for instance when they would be affected by the outcome of the rebuttal and/or its deliberations or reviews, either personally or professionally, or any other instances where they may not be able to maintain impartiality.

*Commencement of the panel and proceedings*

15. Upon confirmation of the nominated Chairperson, POD shall confirm establishment of the panel, providing the rebuttal request and statements to the relevant Chairperson, to commence its case review.

16. The Chairperson shall be responsible for organizing and conducting reviews and meetings and submitting the final report to POD within 30 calendar days of commencement.

17. Unless geographical location makes it impractical, the panel shall hear the staff member, the FRO, the second reporting officer (SRO), and at the discretion of the panel, other individuals who may have information relevant to the review of the appraisal rating. Telephone or email statements may also be taken where geographical separation so dictates.

18. Panel requests for information and/or documentation relevant to the review shall be furnished directly by the staff member and/or reporting officer(s) concerned. The Chairperson may, together with the written consent of those concerned, request POD for relevant information and/or documentation that cannot be provided directly by the staff member and/or reporting officer(s).

19. The rebuttal panel shall prepare, within 30 calendar days after commencement of the case, a brief report to POD containing its decision and the reason for reaching that decision. The panel has the authority to (i) maintain or change the rating and (ii) if the rating is changed, decide as necessary on the deletion of some or all of the FRO's comments related to that rating. The decision of the rebuttal panel can be made unanimously or by simple majority.

20. Upon receipt of the report of the panel, POD shall review due process with regard to the relevant Staff Rules and this Personnel Instruction. The report of the rebuttal panel shall be added as a supplemental record to the completed PACE document, available to the staff member, as well as the FRO and SRO. A copy of the report shall be transmitted to the Secretary General, or representative, for information.

21. The decision resulting from the rebuttal process shall normally be accepted by the Secretary General, unless a justification is provided otherwise. The final decision of the Secretary General shall be binding on the staff member, the FRO and/or SRO concerned. Any decision to change the rating, and related comments of the FRO, shall be made by POD to the PACE report concerned.

*Related administrative arrangements*

22. Any adverse administrative decisions taken with respect to the ratings of the performance evaluation under rebuttal shall be held in abeyance until the end of the rebuttal process.



PERSONNEL INSTRUCTION PI/4.39.1  
(Staff Regulation 4.39)  
(Staff Rule 104.39)

**Addressing underperformance**

(30/6/21)

**Section 1. General**

*Purpose*

1.1 Staff Rule 104.39 sets out the policy for the evaluation of staff performance, including provisions for addressing performance/competency shortcomings. Furthermore, guidance on addressing performance shortcomings are detailed in the *Performance Management Guide* available in the Performance and Competency Enhancement (PACE) system. This Personnel Instruction sets out the informal and formal procedures and administrative actions to be followed upon identification of performance shortcomings and unsatisfactory service.

*Scope and applicability*

1.2 The instruction does not address unsatisfactory conduct of staff members who fail to observe the standards of conduct set out in ICAO Staff Regulations and Staff Rules or other administrative issuances.

1.3 This instruction applies to all fixed-term, continuing, permanent and temporary ICAO staff members whose employment and contractual relationship with the organization are defined by an ICAO letter of appointment subject to the Staff Regulations and Staff Rules, including Staff Rule 104.39 with respect to performance management assessment through the PACE system.<sup>1</sup>

*Definitions*

1.4 For the purpose of this instruction, “performance shortcomings” shall be defined as performance below expectations of key tasks, outputs, results, core values and competencies as established in accordance with Staff Rule 104.39.

1.5 For the purpose of this instruction, “unsatisfactory service” shall be defined as the performance shortcomings that resulted in an overall PACE rating of *OM – Occasionally Meets Expectations* or *NE – Rarely Meets Expectations*. Normally, an overall rating at these levels may be considered under the following circumstances:

- a) *OM – Occasionally Meets Expectations*: the staff member did not satisfactorily meet the defined success criteria and/or performance expectations for one or more of the tasks and expected results but demonstrates potential and willingness to develop the required skills and/or related competencies;

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<sup>1</sup> Individual contractors, consultants and interns are not subject to assessment through the Performance and Competency Enhancement (PACE). Measures for performance management of interns are set out in the *Administrative Instructions for the ICAO Internship Programme*.

- b) *NE – Rarely Meets Expectations*: the staff member did not satisfactorily meet the defined success criteria or performance expectations for the majority of the tasks and expected results and demonstrates an inability or unwillingness to develop the required skills and/or related competencies.

### *Due process*

1.6 Prior to formally evaluating performance as unsatisfactory, first reporting officers (FROs) are responsible for ensuring due process for addressing performance shortcomings as set out in Staff Rule 104.39, this instruction and the Performance Management Guide. Due process shall include overseeing the completion, in a timely manner, of all stages of performance planning, monitoring and feedback, as well as informal and formal measures that provide ample opportunity for the staff member to address performance/competency shortcomings.

## **Section 2. Addressing performance shortcomings**

### *Informal measures to improve performance*

2.1 In the first instance, FROs should normally address performance shortcomings through informal measures, which should clearly identify the performance issue, communication/discussion, an action plan and a reasonable timeframe to improve.

### *Formal measures to improve performance*

2.2 If informal measures do not resolve the performance shortcoming(s), the FRO should prepare a formal Performance Improvement Plan (PIP) in consultation with the staff member and the second reporting officer (SRO). The PIP must clearly indicate the task(s), skill(s) or competencies for improvement as well as related actions to be taken by the staff member and their target dates. The PIP should also include details of the support to be provided by the FRO in terms of advice/guidance and monitoring/follow-up through regular progress reviews. The FRO may consult with Human Resources for advice and guidance on the PIP, as required.

2.3 In addition to a PIP, other formal remedial measures may be considered, which may include counselling, individual coaching, arrangements to attend specific training(s) or transfer to more suitable functions. Depending on the reasons and circumstances related to performance shortcomings or underperformance, these remedial measures may be considered separately or in conjunction with a PIP.

2.4 In all cases, documentation relating to formal measures must clearly indicate when performance shortcomings were identified and brought to the attention of the staff member for rectification.

### *PACE reports and performance improvement plans*

2.5 In reference to Staff Rule 104.39, the performance cycle is 12 months, beginning 1 January and ending 31 December each year. For the purpose of this Staff Rule, a PACE report shall not be required for a staff member holding a temporary appointment for less than three months. The PACE shall also not be required for a staff member who serves less than three continuous months within the performance cycle.



2.6 A PIP may be implemented anytime within the performance cycle and may include a completion date prior to, or following, the end of the performance cycle. Unless the performance cycle is curtailed per paragraph 2.12 below, the PACE evaluation of the staff member shall normally take place at the end of the performance cycle (i.e., 31 December each year) per the pre-established tasks and expected results of the PACE performance plan.

2.7 If a PIP was not initiated prior to a staff member receiving an overall performance rating of OM or NE in PACE, the FRO shall initiate a PIP immediately after assigning the rating at the end of the performance cycle.

2.8 The duration of the PIP should normally be a minimum of three months and should not exceed six-months. For temporary appointments, the duration of the PIP should be a minimum of one month, taking into consideration the duration of temporary appointment. A PIP is not required for temporary appointments less than three months in duration. For fixed-term and temporary appointments, the PIP should normally end no less than 30 calendar days prior to the expiration of the staff member's appointment. If the initial PIP, and any agreed extension(s), are planned to end less than 30 calendar days prior to the expiration of the staff member's fixed term or temporary appointment, the appointment can be extended to meet the 30-day retention period, if considered to be in the interest of the organization and the staff member concerned.

2.9 When a PIP is initiated during the probationary period of a staff member, the probationary period may, on an exceptional basis, be extended to coincide with the end date of the PIP, subject to a maximum additional period of six months per Staff Regulation 4.32.

2.10 The PIP should be signed by the FRO, the SRO and staff member concerned. The FRO and staff member shall be responsible for participating in the necessary steps to ensure the timely implementation and completion of the PIP. If any steps are unjustifiably delayed by the staff member, such delay(s) shall not give rise to changes in the dates/duration of the PIP.

2.11 The PIP shall be initiated and maintained separately from the PACE report. Tasks within the PACE performance plan may be listed in the PIP. In addition, the use of a PIP, and progress towards improving performance, may be included as comments within the midterm review and/or final evaluation, as decided by the FRO. However, the PIP should not be listed as a task in the PACE performance plan. Upon completion, the PIP records are maintained separately by the FRO and the staff member from the corresponding PACE record.

2.12 In due regard to the minimum duration of formal measures indicated in paragraph 2.8 above, if the PIP was not successfully completed prior to the end of the PACE performance cycle, the evaluation period of the PACE report may be curtailed and a corresponding overall rating of OM or NE may be assigned before the end of the cycle.

### **Section 3. Administrative actions related to underperformance**

#### *Salary increment*

3.1 In accordance with Staff Rule 104.39, the PACE report serves as a basis for approval of the salary increment.

3.2 Subject to the provisions and procedures of Staff Rule 103.6, the salary increment may be withheld when a staff member receives a rating in the most recent PACE report indicating unsatisfactory performance (OM or NE), which has been maintained after rebuttal (if applicable). Once an increment has been withheld, it may only be considered at the next due date for a salary increment, provided all conditions are met at that time.

*Eligibility for continuing appointment*

3.3 In accordance with Annex VII to the ICAO Staff Regulations, eligibility criteria for continuing appointments includes satisfactory performance for the five years prior to consideration for a continuing appointment. An overall rating in PACE at the level of OM or NE, which has been maintained after rebuttal (if applicable), shall render a staff member ineligible for consideration of a continuing appointment for a period of five years following the conclusion of such rebuttal.

*Termination or non-renewal of appointment for unsatisfactory performance*

3.4 If the services of a staff member prove unsatisfactory, the Secretary General may consider termination or non-renewal of appointment under the provisions of Staff Rule 109.3 and Staff Rule 109.23 respectively. Prior to recommending termination or non-renewal of appointment for unsatisfactory performance, the responsible Bureau/Office shall ensure that all due process set out in this instruction is followed and any rebuttal proceedings have been concluded.

*Termination or non-renewal of appointment for unsatisfactory performance for staff members up to P-5*

3.5 Recommendations for termination of appointment, or non-renewal of fixed-term or temporary appointment, for unsatisfactory service shall be submitted by the Director/Chief of the responsible Bureau/Office to the Director, Bureau of Administration and Services (D/ADB), with copy to the staff member concerned. The recommendation shall be accompanied with a written report and supporting documentation of efforts made by the Bureau/Office to address performance shortcomings in accordance with this instruction.

3.6 Upon receipt of the recommendation, report and supporting documentation, the Director/Chief of the responsible Bureau/Office shall ask the staff member's comments thereon to be submitted within 14 calendar days. On receipt of the comments from the staff member, or on expiry of the 14-day period, the D/ADB shall review and make its recommendation to the Secretary General.

3.7 The Secretary General shall review the recommendation and may request further information or documentation from the responsible Bureau/Office or personnel records, as appropriate. On the basis of the review, the Secretary General may confirm the recommendation or decide otherwise. D/ADB shall communicate the decision of the Secretary General to the staff member concerned, the Director/Chief of the responsible Bureau/Office, and Human Resources for implementation. If requested by the staff member, D/ADB shall formally communicate to the concerned staff member that the decision for non-renewal of fixed-term or temporary appointment was based on unsatisfactory performance.

*Probationary period*

3.8 In reference to paragraphs 2.6 and 2.12 above, termination of appointment for unsatisfactory service may be recommended and subsequently confirmed by the Secretary General prior to the end of the PACE performance cycle and the corresponding probationary period of a staff member. Such recommendations shall follow the procedures set out in paragraph 3.5 to 3.7 above with due regard to the provisions of Staff Regulation 4.32.

*Non-reappointment of D-1 and D-2 level staff members*

3.9 Non-reappointment of staff members serving in a post of D-1 or D-2 levels on the basis of underperformance shall be reviewed and considered directly by the Secretary General, subject to the procedures set out in Annex IV to the ICAO Service Code.



## PERSONNEL INSTRUCTION PI/4.46

### **Part-time employment**

(amended 30/12/20)

1. Part-time employment may be authorized by the Secretary General provided the need for the service and the nature of the post permit, and subject to the following limitations:
  - a) part-time employment shall normally apply to staff already in service; staff members who wish to be considered should apply in writing to Chief, Staff Employment and Administration Section, it being understood that they have no right to part-time employment on request; it shall be entirely within the Secretary General's discretion to agree to a part-time appointment and the decision shall be final;
  - b) no staff member employed in a full-time post shall be required to accept employment in a part-time post;
  - c) the provisions of this Personnel Instruction shall apply only to the extent that they do not conflict with the intent and purposes of the ICAO Staff Regulations and Staff Rules; in particular, staff members authorized to work part-time will be subject to the same restrictions relating to duties, obligations and privileges as full-time staff under the Staff Regulations (Article I) and Staff Rule 101.10;
  - d) part-time employment may be approved, on the understanding that no additional assistance be sought to cover the remaining portion of the post. In case of 50 per cent part-time, job sharing of two part-time staff members is feasible. Every endeavour shall be made to meet subsequent requests from staff members wishing to revert to full-time employment.
  - e) changes in the agreed percentage of time worked must be for a period of at least one year.

#### *Hours of work*

2. Part-time staff will be required to work a specific percentage of the scheduled work day or work week,<sup>1</sup> as fixed by agreement with the supervisor and upon written notification to Chief, Staff Employment and Administration Section; any subsequent modification to the schedule shall also be made by agreement and shall be notified to Chief, Staff Employment and Administration Section.
3. Part-time staff members may be required to do shift work and may occasionally be called upon to work more than the percentage agreed upon. Time worked in excess shall be compensated in accordance with the provisions of Staff Rule 105.3, provided that additional hours worked during the normal scheduled work day of full-time staff shall be compensated at straight time rate. For the purpose of calculating the overtime rate of part-time staff, the salary and language allowance scales shall be those applicable to full-time staff.

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1. Not less than 50%, i.e. 50%, 60%, 70%, 80% or 90%.

### *Salary and allowances*

4. The rate of salary and allowances will be reduced in the ratio which part-time employment bears to full-time employment based on the amount specified in the following Staff Regulations:

- a) salary scales (Staff Regulations 3.1, 3.2 and 3.3);
- b) salary increments (Staff Regulation 3.6);
- c) post adjustment (Staff Regulations 3.4 and 3.5);
- d) non-resident allowance (Staff Regulation 3.12);
- e) dependency allowances (Staff Regulations 3.13 and 3.14);
- f) education grant (Staff Regulations 3.18 and 3.19) and education travel expenses (Staff Regulation 7.9);
- g) language allowance (Staff Regulation 3.20);
- h) settling-in grant (Staff Regulation 3.11);
- i) special post allowance (Staff Regulations 3.15 and 3.16);
- j) rental subsidy (Staff Rule 103.5); and
- k) mobility incentive, hardship allowance, and non-family service allowance (Staff Regulation 3.21).

### *Pensions and compensation*

5. Part-time staff shall become, or continue to be, participants in the United Nations Joint Staff Pension Fund, under the Regulations of the Fund. The pensionable remuneration for purposes of calculating benefits due from the Fund (Staff Rule 106.1) shall be equal to that of a full-time staff member at the corresponding grade and step. However, the period of the staff member's contributory service will be reduced in the ratio which part-time employment bears to full-time employment, and the rate of contributions to the Pension Fund by the staff member and the Organization will also be reduced in the same ratio.

6. Compensation in case of death, injury or illness attributable to service (Staff Regulation 6.5, Staff Rule 106.5) shall be payable to part-time staff in conformity with United Nations practices.

### *Annual leave*

(Staff Regulations 5.4 to 5.7)

7. Annual leave shall accrue at the rate of one and a half part-days per month for a staff member holding a temporary appointment and two and a half part-days per month for a staff member holding a fixed-term or continuing appointment, i.e. reduced in the ratio which part-time employment bears to full-time employment. Part-time staff members will be required to take a minimum of 9 or 15 part-days of annual leave in each leave year (Staff Regulations 5.4, 5.5 and 5.7). At the time of transfer from full-time to part-time employment the staff member's leave credit shall be treated as follows:

- a) any number of part-days of leave may be carried forward at the staff member's request to the staff member's annual leave credit; and
- b) the remainder will be frozen.

Upon separation, payment shall be made in accordance with Staff Regulation 9.20 and Staff Rule 109.20 including any days frozen. In the event of reversion to full-time employment the days frozen will be restored to the total leave credit.

*Sick leave*

(Staff Regulations 6.2 and 6.3, Staff Rule 106.2)

*Special leave with pay*

(Staff Regulations 5.8 and 5.9, Staff Rule 105.8)

*Maternity leave*

(Staff Regulation 6.6)

*Paternity leave*

(Staff Regulation 6.7)

8. The same provisions governing sick leave, special leave with pay, maternity and paternity leave in respect of full-time staff shall apply to part-time staff, except that part-time staff members will receive their salaries and allowances reduced in the ratio which part-time employment bears to full-time employment.

*Home leave and annual visit to dependants*

(Staff Regulations 7.7 and 7.8)

9. Travel expenses of a part-time staff member and dependants, where applicable, shall be reduced in the ratio which part-time employment bears to full-time employment.

*Contributory medical and dental insurance plans*

10. Staff members working part-time shall pay the full amount payable by a full-time staff member at the corresponding grade and step. Benefits shall be at the full rates.

*Life insurance*

11. Staff members who convert to part-time employment will retain the amount of life insurance coverage applicable under full-pay status. They may, if they choose, opt out of the Plan completely. However, should they then wish to rejoin the Plan at a later date, they will be required at the time of application to provide evidence of insurability satisfactory to the insurance company. The insurance company, which reserves the right to reject any such application, may require the applicant to undergo a medical examination at the applicant's expense.

*Payments upon separation*

(Staff Regulations, Article IX)

12. All grants and indemnities due upon separation, including repatriation travel expenses, shall be computed in accordance with the relevant provisions of the Staff Regulations and Staff Rules as for full-time staff members. Service credit for the purposes of these payments shall comprise any period of service worked full-time plus the prorated period of service for the period of part-time work.





PERSONNEL INSTRUCTION PI/5.1

(Staff Regulation 5.1)

(Staff Rule 105.1)

**Hours of work**

(amended 30/12/20)

1. Supervising officers shall be held responsible for the strict enforcement of working hours determined in application of the provisions of Staff Regulation 5.1 and Staff Rule 105.1. Any variation, of a continuing nature, of the starting or closing time shall require the authority of the Chief of the Branch or Office concerned, who shall inform Chief, Staff Employment and Administration Section, in writing, of the circumstances.
  2. Unsatisfactory observance of working hours by a staff member should be noted in the staff member's periodic Performance and Competency Enhancement (PACE) report to be submitted under Staff Regulation 4.39.
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PERSONNEL INSTRUCTION PI/5.2  
(Staff Regulation 5.2)

**Official holidays**

**(amended 9/8/18)**

1. In accordance with the provisions of Staff Regulation 5.2, the Secretary General has determined the official holidays on which the attendance of staff members will not be required, subject to the need for necessary services to be given to meetings of the Organization, which may exceptionally be held on these days.
2. These holidays, details of which for Headquarters and Regional Offices are shown in the Annex to this Personnel Instruction, are established with due regard to local conditions and practice and, in the case of Regional Offices, with due regard to the practice of the leading international organization at the duty station. Any holiday falling on a non-working day will be moved to the nearest appropriate working day.
3. The official holidays established for each Regional Office, with the actual dates of the movable holidays, should be reported once a year, in advance, to Headquarters and from time to time if changes are proposed within the period between the annual reports. Variations from the schedule shown in the Annex are subject to Headquarters' approval.

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**Official holidays**

*Headquarters*

|                                 |                                |
|---------------------------------|--------------------------------|
| New Year's Day                  | 1 January                      |
| Good Friday                     | Movable                        |
| Easter Monday                   | Movable                        |
| Queen's Birthday                | Monday preceding 24 May        |
| St. Jean Baptiste Day           | 24 June                        |
| Canada Day                      | 1 July                         |
| Eid al-Fitr                     | Movable (floating holiday)     |
| Labour Day                      | First Monday in September      |
| Thanksgiving Day                | Movable                        |
| Remembrance Day (Armistice Day) | 11 November (floating holiday) |
| Christmas Day                   | 25 December                    |
| Boxing Day                      | 26 December                    |

*Asia and Pacific Office — Bangkok*

|   |             |
|---|-------------|
| New Year's Day                            | 1 January   |
| Makha Bucha Day                           | 1 March     |
| Chakri Day                                | 6 April     |
| Songkran Day                              | 13 April    |
| Visakha Bucha Day                         | 29 May      |
| Asarnha Bucha Day                         | 27 July     |
| H.M. King Maha Vajiralongkorn Birthday    | 30 July     |
| Mother's Day                              | 13 August   |
| H.M. King Bhumibol Adulyadej Memorial Day | 15 October  |
| Father's Day                              | 5 December  |
| Christmas Day                             | 25 December |

*Eastern and Southern African Office — Nairobi*

|                  |             |
|------------------|-------------|
| New Year's Day   | 1 January   |
| Good Friday      | Movable     |
| Easter Monday    | Movable     |
| Labour Day       | 1 May       |
| Madaraka Day     | 1 June      |
| Kenyatta Day     | 20 October  |
| Eid al-Fitr      | Movable     |
| Independence Day | 12 December |
| Christmas Day    | 25 December |
| Boxing Day       | 26 December |

*European and North Atlantic Office — Paris*

Not more than 11 days to be selected from:

|                 |             |
|-----------------|-------------|
| New Year's Day  | 1 January   |
| Good Friday     | Movable     |
| Easter Monday   | Movable     |
| Labour Day      | 1 May       |
| Victory Day     | 8 May       |
| Ascension Day   | Movable     |
| Whit Monday     | Movable     |
| Bastille Day    | 14 July     |
| Assumption Day  | 15 August   |
| All Saints' Day | 1 November  |
| Armistice Day   | 11 November |
| Christmas Day   | 25 December |

*Middle East Office — Cairo*

Not more than 11 days to be selected from:

|                               |             |
|-------------------------------|-------------|
| New Year's Day                | 1 January   |
| Big Bairam (2 days)           | Movable     |
| Islamic New Year's Day        | Movable     |
| Good Friday (Coptic Church)   | Movable     |
| Sham El Nessim                | Movable     |
| Birthday of the Prophet       | Movable     |
| Anniversary of the Revolution | 23 July     |
| Armed Forces Day              | 6 October   |
| Little Bairam (2 days)        | Movable     |
| Christmas Eve                 | 24 December |
| Christmas Day                 | 25 December |

*North American, Central American and Caribbean Office — Mexico*

|                          |              |
|--------------------------|--------------|
| New Year's Day           | 1 January    |
| Constitution Day         | 5 February   |
| Benito Juarez's Birthday | 21 March     |
| Good Friday              | Movable      |
| Labour Day               | 1 May        |
| Battle of Puebla Day     | 5 May        |
| Opening of Congress      | 1 September  |
| Independence Day         | 16 September |
| All Souls' Day           | 2 November   |
| Revolution Day           | 20 November  |
| Christmas Day            | 25 December  |

*South American Office — Lima*

|                           |             |
|---------------------------|-------------|
| New Year's Day            | 1 January   |
| Holy Thursday             | Movable     |
| Good Friday               | Movable     |
| Labour Day                | 1 May       |
| St. Peter and St. Paul    | 29 June     |
| National Independence Day | 28 July     |
| Navy Day                  | 8 October   |
| All Saints' Day           | 1 November  |
| Christmas Eve             | 24 December |
| Christmas Day             | 25 December |

*Western and Central African Office — Dakar*

Not more than 12 days to be selected from:

|                                   |             |
|-----------------------------------|-------------|
| New Year's Day                    | 1 January   |
| Senegambia Day                    | 1 February  |
| Easter Monday                     | Movable     |
| Independence Day                  | 4 April     |
| Labour Day                        | 1 May       |
| Ascension Day                     | Movable     |
| Whit Monday                       | Movable     |
| Korité                            | Movable     |
| Assumption Day                    | 15 August   |
| Tabaski                           | Movable     |
| Tamkharit                         | Movable     |
| All Saints' Day                   | 1 November  |
| Birthday of the Prophet (Mouloud) | Movable     |
| Christmas Day                     | 25 December |

PERSONNEL INSTRUCTION PI/5.3

(Staff Regulation 5.3)

(Staff Rule 105.3)

**Overtime and night shifts**

*General*

1. Compensation for overtime and night shifts is governed by the provisions of Staff Rule 105.3. In recognition of the inconvenience of working on night shifts, all staff members will be given a "night differential" expressed in terms of a shorter number of hours than usual, for the same pay, as follows:
  - a) when the entire work period falls between the hours of 0700 and 2100, no night differential will be applied. (That is, the normal work day will consist of 8 hours, less one hour for lunch/dinner for a total of 7 hours' working time);
  - b) when the work day falls between the hours of 1430 and 0100, the shift period will consist of 7½ hours, less one hour for dinner for a total of 6½ hours' working time; and
  - c) when the work day falls between the hours of 2000 and 0900, the shift period will consist of 6 hours' working time.
2. Hours worked in excess of the periods prescribed above will count as overtime, which will be compensated in accordance with Staff Rule 105.3.

*Transportation for staff on night duty at Headquarters*

3. Members of the Secretariat who are required to work irregular hours involving transportation between 2100 and 0700 hours, between their domicile and their office, may be authorized to use a taxi or a private automobile and to be reimbursed for parking and/or to receive an allowance for distance travelled under the conditions set out in this Personnel Instruction.
4. Only regular staff who do not normally use a private automobile to and from the office are eligible for night transportation arrangements in accordance with this Personnel Instruction. Supervisors must ensure, to the extent possible, that only staff without or with few reimbursable transportation requirements are assigned to night work.
5. No transportation entitlements are granted to temporary staff, unless they are specifically authorized.
6. Supervisors will ensure that the use of taxis or private automobiles are shared by staff whenever possible.
7. Regarding night transportation during meetings, advance authorization for the use of taxis, or for reimbursement of parking fees and/or for an allowance for distance travelled, must be sought from Chief, Conference and Office Services Section. Form 283 should be used for this purpose.

### *Taxis*

8. The Accounts Payable Office of the Finance Branch makes booklets of taxi charge vouchers available to supervisors upon request by their superior officer, not below Chief of Section. Supervisors are then responsible for issuing vouchers to qualifying staff.
9. Staff members who are being reimbursed for parking and/or are receiving an allowance for distance travelled are not entitled to the use of taxis at ICAO's expense.
10. Payment to taxi drivers should be made by taxi charge voucher whenever possible. Each voucher must be filled in completely. The date, time and points of pickup and delivery should be entered before calling a taxi. The exact amount of the fare, the car number and the signature of the staff member must be entered when the voucher is given in payment to the driver. Tips to the driver, if any, are at the expense of the staff member and will not be reimbursed.
11. Supervisors write on the voucher-stub in their booklet the date and the name of the staff member to whom they issue a voucher. On the next day the amount of the fare must be reported by the staff member and entered by the supervisor on the voucher-stub. Used-up taxi voucher booklets must be returned to the Accounts Payable Office with all stubs filled in.
12. "Veteran" taxi charge vouchers as used by ICAO are also accepted by "Diamond" taxis.
13. In instances where use cannot be made of a taxi charge voucher, the staff member may claim reimbursement by means of a petty cash voucher with the fare receipt attached. The voucher must be approved by the claimant's superior officer, not below Chief of Section.

### *Private automobile*

14. Notwithstanding Staff Rule 107.1, reimbursement of parking fees and/or an allowance for distance travelled may be granted if the daily total amounts to less than the one-way taxi fare between domicile and office.
15. An allowance for distance travelled may be claimed in accordance with Staff Rule 107.1, paragraph 26 b), but only if the distance between the staff member's domicile and office is more than 10 kilometres.
16. Payments are made by the Treasury Office usually at the end of a meeting but, in any event, not more frequently than once a week. Payment requests should be made on petty cash vouchers (Form 005), supported by parking receipts and signed by the superior officer of the staff member, not below Chief of Section.



PERSONNEL INSTRUCTION PI/5.4  
(Staff Regulations and Staff Rules as indicated)

**(amended 18/2/21)**

**Applications for leave**

*Annual leave*

(Staff Regulations 5.4 to 5.7; Staff Rule 105.4)

1. Applications for annual leave shall be made prior to the period requested and should be submitted on Form 130. Where, in exceptional circumstances, advance application has not been possible, an explanation of the reasons for the *post facto* application should accompany the form. If the reasons are not considered as exceptional by the approving authority, the period of absence will be considered as leave without pay.
2. Applications for advance annual leave must be accompanied by reasons for the request.
3. Applications for leave should be submitted in duplicate, and the copy will be returned to the staff member by the approving authority once the leave has been approved.
4. A request by a staff member for amendment or cancellation of previously approved leave must be routed through the same channels.
5. When, due to exigencies of the service, a period of annual leave requested cannot be approved or a period previously approved is cancelled at the request of the supervisor, Form 130, or an amendment thereof, must be signed by the approving authority in the space provided and forwarded to Chief, Staff Employment and Administration Section
6. In very extreme cases when a staff member, due to exigencies of the service, is unable to take the minimum of 15 days annual leave, a request can be made for carryover of leave which would otherwise be forfeited. This request must be supported by the supervisor and Director of Bureau or Chief of Office and submitted for approval by Deputy Director, Bureau of Administration and Services prior to the end of the leave year.

*Special leave*

(Staff Regulations 5.8 and 5.9; Staff Rule 105.8)

7. Applications for special leave should be submitted on Form 130 (see its reverse side for routing), wherever possible prior to the period requested, and must be accompanied by reasons for the request.

*Compensatory leave*

(Staff Rule 105.3)

8. Applications for compensatory leave should be submitted on Form 130, together with an overtime report, where applicable, as indicated on the reverse side of the form.

9. Staff members on mission travel should note that compensatory leave shall not be granted for any travel days falling on weekends or public holidays.

*Home leave — Annual visit to dependants*

(Staff Regulations 5.11 to 5.14 and 7.8; Staff Rule 105.11)

10. Applications for annual leave to be taken in conjunction with home leave or annual visit to dependants should be submitted on Form 130 and should cover the total period of absence from work. Applications for Travel Authorization for home leave or annual visit to dependants should be submitted on Form 101, together with a photocopy of the approved annual leave (Form 130), and routed to the Staff Employment and Administration Section for certification, then to the Travel Unit for travel arrangements.

*Sick leave*

(Staff Regulations 6.2 and 6.3; Staff Rule 106.2)

11. Applications for sick leave shall be submitted on Form 130 (see its reverse side for routing) on return to duty. Medical certificates in support of such applications must be submitted either with the application or earlier as required by the provisions of Staff Rule 106.2, paragraph 1 d). Staff members must ensure that the medical certificate submitted is an original and that it expressly indicates the period of absence.

12. On the fourth working day of absence of a staff member for whom an approved leave form has not been submitted, the leave and attendance clerk is responsible for forwarding Form 147 (Interim Absence Report) to the Staff Employment and Administration Section.

*Maternity leave*

(Staff Regulation 6.6)

13. Applications for maternity leave should be submitted in duplicate on Form 130-2 (see form for routing) with a medical certificate attached stating the probable date of confinement.

14. After confinement, a second certificate or other satisfactory evidence should be submitted to the Staff Employment and Administration Section giving the actual date of confinement.

15. Notwithstanding the 16-week provision of Staff Regulation 6.6, a staff member may be permitted to return to work within less than 10 weeks of the date of confinement, but not less than 6 weeks, providing a medical certificate confirming her fitness for work is submitted to the Human Resources Branch before her return.

*Paternity leave*

(Staff Regulation 6.7)

16. Application for paternity leave should be submitted on Form 130 with a medical certificate stating the probable date of a child's birth or a birth certificate of a child.

## PERSONNEL INSTRUCTION PI/5.5

### **Attendance return forms**

(amended 30/12/20)

#### *Monthly Attendance Return Forms — Non-temporary staff*

1. The Staff Employment and Administration Section is responsible for collecting, analysing and transmitting to Payroll Form 134, Monthly Attendance Return Forms (previously known as Strength Returns).
2. Monthly Attendance Return Forms must be filled in on a daily basis by the persons to whom this responsibility has been assigned, or someone acting on their behalf under delegated authority, and double-checked by another designated person.
3. The forms should be submitted monthly, in duplicate, to the Staff Employment and Administration Section within seven days of the end of the month covered by the form. They should be signed by the Chief of the Office concerned.
4. Half days should be recorded by showing a line through the middle of a box.
5. The person responsible for filling in forms on a daily basis should be absolutely certain that supporting leave forms for leave taken are submitted to the Staff Employment and Administration Section through the normal channels. This person is normally a senior secretary or administrative assistant who is assigned leave and attendance record-keeping responsibilities. In general, these persons are responsible for verifying leave entitlement and recording leave and attendance on the Monthly Attendance Return Form, reconciling it with leave taken and all travels made, submitting it to the Chief of the Office for review/approval, and transmitting it to the Staff Employment and Administration Section. All absences are to be properly recorded. The Staff Employment and Administration Section will review the information submitted and record the data in its records. In addition to the review by the Staff Employment and Administration Section, the Internal Auditor will audit leave and attendance records from time to time in accordance with standard auditing procedures. Personnel Instruction 5.4 contains more information on leave forms and the procedures connected therewith.
6. The name of a staff member loaned from another section must be entered in the section's report where the staff member will be temporarily working if the duration of the loan will be for one or more working days. If there is any doubt, the persons responsible for filling in Monthly Attendance Return Forms in both the office where the staff member is normally assigned, and the one where the staff member is temporarily assigned, should ensure between them that return forms are properly recorded.
7. The Chief of the Office concerned, in signing these official forms, must be sure that all the necessary authorizations have been obtained, that the forms have been properly recorded and that they are submitted on time.
8. Routine questions or requests for information should be directed to the Staff Employment and Administration Section.

*Weekly Attendance Report Forms — Temporary staff*

9. The Finance Branch receives Form 131, Weekly Attendance Report Forms in respect of:
- a) temporary staff engaged on an hourly or a daily basis; and
  - b) temporary staff employed for meetings.

Please note that the yellow version of the form should be used for meetings.

10. All reports should reach the Finance Branch at the latest by noon on Monday, covering the previous Monday through Friday. Should Monday be an official holiday, the report should be submitted at the latest by noon on Friday, covering the previous Monday through Friday. Cheques normally take two working days to be processed in the Separations and Payroll Office and in Treasury.
11. The certifying officer should ascertain that the hours recorded including overtime, if any, have been marked.
12. Any questions or requests for information should be directed to the Payroll Office, Finance Branch.
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PERSONNEL INSTRUCTION PI/5.16

**Passports, visas and identity cards: Headquarters staff**

1. On reporting for duty on first appointment at, or on transfer to, Headquarters, staff members will be briefed by an officer of the Staff Employment and Administration Section who will ensure that:
  - a) all staff members and any accompanying family members, other than those of Canadian nationality or recognized as permanent "landed" residents in Canada, are in possession of a valid national passport together with the appropriate Canadian visa. The Organization will then request the Canadian Department of External Affairs to issue identity cards to these staff members and family members;
  - b) all staff members are issued with an ICAO building pass.
2. Staff members and, where applicable, family members should at all times retain these cards and passes in their personal possession and exercise every precaution against their loss. Should any loss occur it must be reported as soon as possible to Chief, Staff Employment and Administration Section, who will notify the Department of External Affairs and/or the Building Management, as appropriate, and make arrangements for a replacement.
3. All identity cards and building passes must be returned to the Staff Employment and Administration Section on separation of the staff member from the Organization or transfer from Headquarters.
4. It is the responsibility of staff members to maintain a valid national passport and, if necessary, a Canadian visa, particularly if this is likely to be required in connection with travel on behalf of the Organization. Advice on the renewal of these documents may be obtained from the Travel Officer (for passports) or the Staff Employment and Administration Section (for Canadian visas).
5. If a visa is required for travel outside Canada, the staff member should consult the Travel Officer at the earliest opportunity.



PERSONNEL INSTRUCTION PI/6.2  
(Staff Regulation 6.2)

**ICAO medical clinic**

1. The ICAO medical clinic located in Room 4.25 is open from 0830 to 1630 hours. The nurse can be reached during those hours at extension 8212. If the nurse is not available, contact the Social Security and Pension Unit, Staff Employment and Administration Section, Room 4.35.28, extension 8113.
2. The clinic was established for the use of ICAO staff members (and members of Delegations) for first aid; medical examinations required for employment and Pension Fund purposes; inoculations/vaccinations in connection with official travel; control of sick leave; medical care in connection with sudden illnesses/accidents, etc. It is to be noted that some vaccines are not readily available in the clinic, and for this reason, as well as for additional medical evaluations and treatment, staff members may be sent to facilities outside ICAO.
3. A staff member who becomes indisposed because of sudden illness or injury, and who finds it necessary to leave work, may see the nurse during clinic hours (0830 to 1630) in order to obtain the necessary authority for sick leave. During the hours when the nurse is off duty, staff should request their supervisor to address a confidential memorandum to Chief, Staff Employment and Administration Section, certifying that their departure was due to illness/injury.
4. Staff members who feel ill may utilize the rest room located in the medical clinic. When the nurse is off duty, the key may be obtained from the Social Security and Pension Unit.
5. If, during working hours, a medical emergency arises requiring the use of an ambulance, coordination should be made through the nurse, or if the nurse is not available, through the Social Security and Pension Unit. Contact should also be made with the security guard in the lobby (extension 6269) to facilitate transferring the sick or injured staff member to the hospital.
6. Should a medical emergency occur on the premises outside of normal business hours, arrangements to obtain outside medical assistance should be made through the security guard in the lobby (extension 6269) who will telephone the emergency number 911. Full details of the incident should be reported to the Social Security and Pension Unit on the morning of the next working day.
7. Staff members are reminded of the existence of the Quebec Health Insurance Plan (Medicare) and the group medical/dental insurance plan, which provides for reimbursement of medical expenses resulting from injury and illness that are not attributable to the performance of official duties. Information relating to these plans may be obtained from the Social Security and Pension Unit.





PERSONNEL INSTRUCTION PI/6.6  
(Staff Rule 106.6)

**Compensation for loss of or damage to personal effects attributable to service**

(amended 30/12/20)

*Purpose*

1. Staff Rule 106.6 provides that staff members shall be entitled, within the limits and under the terms and conditions established by the Secretary General, to reasonable compensation in the event of the loss of or damage to their personal effects determined to be directly attributable to the performance of official duties on behalf of the Organization. The purpose of this Personnel Instruction is to define the terms, conditions and limits governing such compensation and to set forth the procedure for the submission and examination of claims in connection with such loss or damage.

*Conditions for the entitlement*

2. Without restricting the generality of Staff Rule 106.6, loss of or damage to the personal effects of a staff member shall be considered to be directly attributable to the performance of official duties when such loss or damage is:

- a) caused by an incident which occurred while the staff member was performing official duties on behalf of the Organization; or
- b) directly due to the presence of the staff member, in accordance with an assignment by the Organization, in an area involving special hazards and occurred as a result of such hazards; or
- c) caused by an incident which occurred as a direct result of travelling by means of transportation furnished by or at the expense or direction of the Organization in connection with the performance of official duties.

3. No compensation shall be paid for any loss of or damage to personal effects which is:

- a) caused by the negligence or misconduct of the claimant; or
- b) sustained by a private automobile which was being used for official business, including travel in connection with home leave, when such use of a private automobile was solely at the request of and for the convenience of the staff member.

4. Staff members should note that no compensation shall be paid for the loss of or damage to personal effects, except as provided under Staff Rule 106.6 and paragraph 2 of this Personnel Instruction. Otherwise, such loss or damage shall be the sole responsibility of the staff member. For this reason, it is recommended that staff members obtain, at their own expense, adequate personal property insurance coverage.

*Exclusions and limitations*

5. The personal effects of a staff member shall be deemed to include the personal effects of the staff member's spouse and dependent children residing with the staff member at the time of the damage or loss. No claim shall be admissible for loss of or damage to the personal effects of the spouse or dependent children in a mission area if the Secretary General has decided that special circumstances or local conditions make it undesirable for the staff member to be accompanied by dependants.

6. This Personnel Instruction shall not apply to loss of or damage to personal effects with respect to which Staff Rule 107.12, paragraph 21 concerning insurance coverage in connection with the removal of household goods or unaccompanied shipment of personal effects, applies.

7. No compensation shall be paid for loss of or damage to animals, motorcycles, boats, motors of all types and their accessories, jewellery, money (except as provided for in 8), money instruments, securities, tickets or documents, or any other articles which in the opinion of the Secretary General cannot be considered to have been reasonably required by the staff member for normal living under existing circumstances.

8. Compensation in respect of the items listed below shall be subject to the maximum limits indicated:

|   | USD    |
|---|--------|
| a) automobile (and all accessories)   | 15 000 |
| b) television and/or videotape machine  | 1 000  |
| c) stereo systems (compact disc players, tape recorder, radio, amplifier, speakers and other accessories) | 1 500  |
| d) watch  | 350    |
| e) video camera   | 1 500  |
| f) personal computer equipment (including hardware and software)  | 3 000  |
| g) cash   | 400    |
| h) still camera   | 350    |

9. No compensation shall be paid for loss of or damage to more than one of each of the articles mentioned above, for any one incident. Compensation in respect of any single article not listed in 8, including its accessories, shall be subject to a maximum limit of USD 3 000.

10. Excluding any compensation in respect of an automobile (and all its accessories), which shall be treated as a separate award, the maximum allowable compensation in respect of any one incident shall be USD 12 000 for a staff member without recognized dependants residing with the staff member at the duty station, and USD 20 000 for a staff member with recognized dependants residing with the staff member at the duty station.

*Notification of loss and presentation of a claim for compensation*

11. In the event of any loss of or damage to a staff member's personal effects, the staff member shall notify, as soon as possible, the appropriate ICAO and other authorities, including the local police, and submit any pertinent evidence. When articles have been lost or damaged, the staff member shall take all reasonable steps to recover said articles or to receive suitable compensation from the party responsible, or from the staff

member's insurance company, for such loss or damage. Compensation shall be reduced by the amount of any such recovery.

12. In order to be receivable, claims for compensation shall be made within two months of the discovery of the loss or damage, shall include copies of reports of investigations into the loss or damage and shall be submitted by the claimant to Chief, Staff Employment and Administration Section, for examination and submission to a Claims Board (referred to in 15 and 16) Both the submissions by the claimant and Chief, Staff Employment and Administration Section, shall be in the form of signed statements as described below.

13. The claimant shall set out in detail:

- a) information pertinent to the amount of compensation claimed, including:
  - i) a description of the article;
  - ii) the age and the condition of the article;
  - iii) the original cost of the article and the date of purchase or acquisition;
  - iv) the replacement cost of the article and supporting documentation on both price and comparability of the proposed replacement article;
- b) all the circumstances pertinent to the loss or damage and the action taken by the claimant in respect thereof (see 11), including:
  - i) statements signed by any other person or persons in a position to furnish information relating to the loss or damage, including copies of reports of investigations into the loss or damage;
  - ii) personal insurance coverage, if any, the action taken to claim under that coverage and the results thereof;
  - iii) in the case of travel by common carrier (air, rail, etc.), a copy of the lost property report and information on any reimbursement claimed from the carrier;
  - iv) in the case of damage, the cost of repair supported by a copy of the invoice and receipt.

14. On receipt of a claim, Chief, Staff Employment and Administration Section, shall:

- a) examine the claim and ascertain whether all required information and material as set forth in this Personnel Instruction have been provided and, if necessary, request such further information or material as may be required or as considered desirable;
- b) provide any additional information on the causes and circumstances of the loss or damage including copies of any investigation reports on the incident which may be available;
- c) as appropriate, certify and provide supporting documentation:
  - i) with regard to paragraph 10, as to the dependency status of the staff member;
  - ii) with regard to paragraph 2, that the staff member was in official travel status;
- d) supply a copy of the inventory filed by the staff member in accordance with the applicable security plan, as appropriate;

- e) provide other pertinent observations including information regarding the replacement cost claimed as appropriate;
- f) forward the claim, other relevant documents and comments thereon to the Secretary of the Claims Board.

#### *Consideration of claims*

15. The Advisory Board on Compensation Claims provided for in paragraph 16 of Staff Rule 106.5 shall review cases under this Personnel Instruction, as well as those made in respect of death, injury or illness attributable to the performance of official duties.

16. The Claims Board shall act in an advisory capacity to the Secretary General and shall transmit its recommendations regarding the settlement of each claim to the Secretary General, through Deputy Director and Director, Bureau of Administration and Services.

17. When an article is lost, the amount of compensation shall be determined having regard to the following factors:

- a) the age, condition and place of purchase of the article;
- b) the original cost and the amount by which it had depreciated in value at the time of loss;
- c) the replacement cost of the article; and
- d) any other relevant factors.

18. When an article is damaged and can be repaired, the amount of compensation shall be equal to the actual cost of repairs but shall not exceed the amount that would have been payable under paragraph 17 if the article had been lost.

19. When an article is damaged and cannot be repaired, the amount of compensation shall be equal to the amount that would have been payable under paragraph 17 if the article had been lost.

20. In calculating the amount of compensation payable, consideration shall be given to such amounts as the claimant might have recovered or might be entitled to recover under insurance arrangements or from a third party liable for the loss or damage.

21. When, in the opinion of the Claims Board, unusual hardship would be caused or it would be clearly unreasonable if the amount of compensation was limited to the relevant maxima prescribed in paragraphs 8 to 10, or if compensation was refused on the grounds that the claim for loss of or damage to personal effects was not compensable under this Personnel Instruction, the Claims Board may forward its recommendations in the particular case to the Secretary General, through Deputy Director and Director, Bureau of Administration and Services, together with its views as to what would constitute reasonable compensation.

22. Especially in the case of several losses or emergency situations, the Claims Board will act with despatch.

*Payment of compensation*

23. Payment of compensation shall be the responsibility of Chief, Finance Branch upon receipt of the notification of the Secretary General's decision as communicated by the Secretary of the Claims Board.

24. Payment of the approved compensation shall be conditional on the recipient signing a document entitled "Undertaking and assignment". A specimen thereof, which should be used, is contained in the Annex to this Personnel Instruction.

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ANNEX TO PI/6.6

**UNDERTAKING AND ASSIGNMENT**

Claims Board  
As recommended at the \_\_\_\_\_ meeting

Certified for payment  
Account No. \_\_\_\_\_

\_\_\_\_\_  
Secretary, Claims Board

\_\_\_\_\_  
Certifying Officer

I hereby confirm that:

- (a) I, \_\_\_\_\_ (First name) \_\_\_\_\_ (Surname) will accept payment of the sum of \_\_\_\_\_ (currency/amount) on account of the loss of or damage to my personal effects, attributable to service with the International Civil Aviation Organization, arising from Claim No. dated \_\_\_\_\_.
- (b) The sum total of the amount to be paid by ICAO and the amount recovered or to be recovered by me from insurance, if any, in respect of said personal effects will not exceed the amount of the loss of or damage to personal effects sustained by me.
- (c) In consideration of the payment of said sum, I assign to ICAO all rights and claims I may have or have had against any third persons, and ICAO is hereby authorized to retain, out of any amounts recovered in prosecution of any such claim, the sum total of the amount paid to me by ICAO as well as the costs, if any, incurred by ICAO in the prosecution of such claim.

IN WITNESS WHEREOF, the undersigned has executed the present instrument this \_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

Please make payment to:  
Insert current name and address of claimant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

PERSONNEL INSTRUCTION PI/6.8

**Breastfeeding**

(amended 30/12/20)

1. For the purpose of assisting staff members who are nursing mothers to achieve a better work/life balance, time off for breastfeeding shall be provided, when requested by the staff member, in accordance with the following provisions.

*Time off from work*

2. Staff members who are nursing mothers of infants under one year of age shall be authorized to receive time off from work for the purpose of breastfeeding their infants or expressing milk. Such time shall not be charged to annual leave.

3. A mother who needs to leave work premises to nurse her infant shall be given for that purpose up to two hours daily, including commuting time. Alternatively, if the mother wishes to express her milk, she shall be given up to one hour daily for that purpose.

4. The timing of the daily absences from work shall to the greatest possible extent be determined by the needs of the staff member, who shall nevertheless consult with her supervisor to achieve the optimal balance with the needs of the service.

*Arrangements*

5. A private area for breastfeeding, or for expressing milk, as well as a refrigerator for storing milk, shall be made available to nursing mothers.





PERSONNEL INSTRUCTION PI/7.1  
(Staff Rule 107.1)

**Travel**

(amended 30/12/20)

*Lump sum option for home leave, family visit and education travel*

1. Staff members who wish to avail themselves of the lump sum option for home leave, family visit and education travel should complete the relevant Travel Authorization (Form 101) and ensure that this is received by the Staff Employment and Administration Section at least six weeks prior to the anticipated date of departure. In the event that the staff member decides not to take the lump sum option, 30 days' advance notice is necessary for the Organization to make advance bookings in order to take advantage of the least costly airfares.
2. If the staff member opts for the lump sum payment, authority will be provided to effect payment. If subsequently the departure date is delayed, for any reason, by more than two months, the staff member must inform the Staff Employment and Administration Section and reimburse the lump sum payment in full. Changes in travel dates may affect the entitlement because of differences in seasonal airfares. In cases where travel is delayed for more than two months, the lump sum shall be recalculated accordingly.
3. The lump sum will normally be payable in local currency. However, it may be paid in U.S. dollars if requested beforehand by the staff member.
4. Payment of the lump sum shall be made one month prior to the date of travel provided the Travel Authorization is received by the Travel Claims Unit at least five days before the expected payment date. When staff members travel on home leave separately from their eligible family members, the basis for calculating the lump sum payment for the staff member will differ from that used for the family members when different seasonal airfares are applicable. Separate payments will therefore be made, when separate travel is authorized, for issuance at the appropriate times.
5. Receipt of the lump sum by the staff member is subject to the staff member's prior declaration that the funds will be used for the purpose intended and to the staff member's agreement to retain for a period of five years documentary evidence that the home leave, family visit or education travel has taken place and to provide this evidence upon request, for audit and monitoring purposes. Staff members shall therefore be required to retain their- boarding passes . Failure to provide satisfactory documentary evidence of travel and travel departure and arrival dates will result in the lump sum payments being recovered from the staff member's salary.



PERSONNEL INSTRUCTION PI/9.1  
(Staff Regulations Article IX)

**Certificates on separation**

*Payroll clearance action*

1. A clearance certificate is required of a staff member prior to:
  - a) ceasing employment with the Organization;
  - b) proceeding on leave without pay in excess of 30 days;
  - c) secondment to the United Nations or to a specialized agency;
  - d) changing official duty stations within the Organization.
2. Clearance certificate forms are issued by the Staff Employment and Administration Section, but it is the responsibility of the staff member personally to obtain the required certifications from the offices listed and return the completed clearance certificate form to the Staff Employment and Administration Section at least three days before the last working day of duty.
3. Issuance of the final payment to staff members will be authorized only after receipt of the completed clearance certificate.
4. The procedure for staff employed in Regional Offices is described in 7.4.12 of the *Regional Office Manual*.

*Travel on repatriation*

5. Internationally recruited staff members whom the Organization is obligated to repatriate shall, if they so request, on leaving the service of the Organization, be given by the Staff Employment and Administration Section or the ICAO Regional Directors in the Regional Offices, a letter certifying their status, and that of their dependants, for the purpose of facilitating their repatriation travel.

*Certificate of service*

6. Staff Regulation 9.19 provides for the issuance of a certificate of service on leaving the Organization. This will be provided, on request, by Chief, Staff Employment and Administration Section, or by the Secretary General for staff members at D-1 and D-2 levels.



PERSONNEL INSTRUCTION PI/12.8

**Staff suggestions**

1. Suggestions from the staff for the improvement of work performance are welcomed by the Organization at all times. Such suggestions should be made in writing and signed by the staff member concerned. It is recommended that they should normally be submitted through the staff member's superior officer. Should it be desired, however, that the source and name remain confidential, the suggestion may be sent directly to the Secretary General under a cover marked on the outside "Confidential — Staff suggestion".
  2. Should the suggestions prove to have any practical merit, the staff member will be advised accordingly and an appropriate notation will be entered on the staff member's personal file.
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## PERSONNEL INSTRUCTION PI/12.9

### **Service badges**

(amended 30/12/20)

1. Service badges will be awarded by the Secretary General, at the Secretary General's discretion, for long and/or distinguished service, normally as follows:

- a) Bronze badges: after completion of 5 years' continuous service;
- b) Silver badges: after completion of 12 years' service;
- c) Gold badges:
  - i) after 25 years' service; or
  - ii) on retirement after reaching the age of 60, and after 20 years' service; or
  - iii) for specially meritorious or distinguished service to the Organization or to international civil aviation.

2. In calculating periods of service at 1 b) and 1 c) above, only periods of service of not less than five years without a break will be taken into account.

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## PERSONNEL INSTRUCTION PI/12.10

### **Routing of submissions**

1. This Personnel Instruction refers to submissions concerning personal staff matters arising out of service (such as salary, allowances, leave and travel).
  2. Although the Staff Regulations and Staff Rules refer often to the Secretary General as the official having authority to decide matters covered by this Personnel Instruction, this authority is in many instances exercised by other officials through delegation, and even where it is retained by the Secretary General it cannot, in most cases, be exercised without prior examination of the case and recommendation thereon by those officials.
  3. Staff members are, therefore, requested to address all their submissions in such matters to Chief, Staff Employment and Administration Section, who will arrange for appropriate action on the submission.
  4. Requests for review of a decision made on a submission, unless made as a preliminary to an appeal (in which case the provisions of Staff Rule 111.1 apply), should be addressed in the first instance to the officer who made the decision even if a review by higher authority is desired.
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