



Special Advisory Commission on Management Issues (SACMI)

## **Proposed update to the Staff Rules (progress report)**

IICA/CCEAG/WD-03e (24)

San Jose, Costa Rica  
9 May 2024





# Update to the Staff Rules: Document No. 5. Proposed update, by chapter and article

Inter-American Institute for Cooperation on Agriculture (IICA)  
February 2024



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## **Introduction**<sup>1</sup>

This document presents the proposed update to the Institute's Staff Rules, which is based on the following six principles:

### **1. Integration:**

With a view to better organizing the management of human talent regulations, as well as facilitating access to these regulations by the individuals concerned, the provisions set out in Chapter 3 of the *Rules of Procedure of the General Directorate* (RPGD) and in the *System for the Determination of Remuneration for IICA Personnel* (RS) have been incorporated into the Staff Rules (SR).

### **2. Simplification:**

- a. Where necessary, the language or wording of the regulatory guidelines have been simplified for greater clarity.
- b. Aspects that are essentially operational, fall within the purview of the Director General (DG) and are included in RPGD 6(b)-(d) have been transferred to the Personnel Manual (PM), except for any aspects that affect the person occupying the position of Director General.
- c. References to "Personnel" have been removed from Chapter III of the RPGD, given that the goal is to develop a single regulation that incorporates all guidelines related to human talent management, under the supervision of the governing bodies. Specifically, all the provisions of Chapter III of the RPGD, based on the modifications proposed for the SR, have been incorporated into these Rules, except for RPGD 40 and 69, regarding compensation for the DG, which will become articles 14 and 15 of Chapter II of the RPGD.

### **3. Reorganization:**

- a. Chapters and their contents have been reorganized by topic, to eliminate duplication, improve readability, and facilitate consultation by final users.
- b. Based on the previous point, the chapter about annual vacation and leave and the one on salaries, allowances, benefits and privileges have been merged.
- c. A new chapter on "Human Resource Development" has been included, to address a very important topic that was previously scattered across several chapters.

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<sup>1</sup> The new rules presented herein, and the explanation for each, utilize acronyms to refer to other regulations. For example, "RPGD 14" is an abbreviation for "Article 14 of the Rules of Procedure of the General Directorate", "SR 1.2.1" is an abbreviation for "Rule 1.2.1 of the Staff Rules"; "RS II.3" is an abbreviation for Article II.3 of the Remuneration System, and "PM" is an abbreviation for Personnel Manual. The "Glossary" section lists all the acronyms used.

- d. Rather than being divided into subcategories as was previously done, common concepts, articles and topics that apply to all personnel have been merged, with a view to eliminating duplicated information.
- e. The Local Professional Personnel and General Services Personnel categories, which were previously addressed in separate articles and sections, have been merged and shall be referred to as Local Personnel, given that the provisions for each do not vary.

#### **4. Gender approach:**

Language throughout the entire document has been modified to include a gender approach. For instance, the pronouns he/she and him/her are used to reflect the fact that staff members, including the Director General, may be male or female.

#### **5. Modernization:**

- a. Obsolete rules, such as those related to Regular International Professional Personnel—a category that ceased to exist in the institutional structure over twenty years ago, pursuant to the provisions of the governing bodies—have been eliminated.
- b. The concept of “human resources” has been replaced with “human talent”. Therefore, moving forward, the Human Resources Advisory Committee (HRAC) will be referred to as the Human Talent Advisory Committee (HTAC).
- c. Classifications of personnel will be replaced with classifications of positions, given that classifications apply to the latter, not individuals.
- d. Bearing in mind the DG’s duties set out in RPGD 6(c) and (d) with respect to establishing the offices of the General Directorate and assigning their duties, references to the names of specific positions or units have been replaced with more generic concepts. For instance, “Director of Human Resources” has been replaced with “person responsible for the Human Talent Division”.
- e. The topic of sexual harassment, previously addressed in Chapter X, has been reformulated to include workplace harassment, which is currently addressed by the OAS, IDB, UN organizations and other international agencies in their regulations.

#### **6. Explanations and transparency:**

An explanation of the origin of each rule is provided, to facilitate comparisons with the current RPGD article or Staff Rule from which it originated. In the case of substantial changes, the motives and reasoning behind each is explained.

# Chapter I. Categories of Positions and of Personnel<sup>2</sup>

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<sup>2</sup> The citations regarding the SR and RPGD in the *Explanations* refer to the regulations that are currently in effect, unless otherwise indicated.



## 1.1 Classification of positions:

**1.1.1** In keeping with the provisions of Article 20 of the Convention on IICA and articles 6(b)-(e) and 12 of the RPGD, the DG is responsible for the management and legal representation of the Institute. After informing the Board and the Committee, the DG shall establish the classification system within the hierarchical structure of the Institute, stipulating the job title, objectives and functions of the position, the requirements for the job, and the salary range.

### EXPLANATION

*The new wording of Rule 1.1 is similar to that of the current one; however, it incorporates some new elements. Specifically, it makes reference to the Convention and the DG's power of representation. The goal is to facilitate the defense of the Institute's interests in labor courts in member countries, which require that the powers of the person responsible for the legal representation and management of the Institute's personnel be fully stated in the Staff Rules.*

**1.1.2** Defined in accordance with the standards approved by the Inter-American Board of Agriculture (IABA) or the Executive Committee (EC), the classification system shall establish the key requirements for each position, taking into account the complexity of duties assigned, the level of supervision required, the quality and type of services rendered, years of experience, the academic background required to perform the duties, and other relevant factors. The qualifications (meaning the *curriculum vitae* and capacity) of individuals occupying these positions must be compatible with the level of the positions they occupy.

### EXPLANATION

*This new rule includes the basic content of SR 1.4.1, but refers to the classification of the position, rather than of the staff member.*

**1.1.3** The unit responsible for human talent will conduct a periodic review of the classification of all positions.

### EXPLANATION

*SR 1.2.2 and RPGD 34 have been merged. The manner in which this review is conducted shall be transferred to the PM.*

*It is worth noting that RPGD 34 and SR 1.4.2 require that a review of all positions be carried out at least every two years. This requirement originated from an OAS General Secretariat (GS/OAS) standard adopted in 1995. However, the reality is that neither the GS/OAS nor the Institute have complied with this standard. The reason for this is that the cost of biennial audits would be excessive and would surpass any benefits for personnel and the Institute. Experience has shown that this requirement contradicts what the Institute has done in practice and its capacity. Therefore, it has been eliminated from the wording, and it has been described instead as a periodic review under the responsibility of the unit that oversees human talent.*

**1.1.4** The unit responsible for human talent will take into account the classification standards and practices of other agencies of the Inter-American System in preparing IICA's standards for the classification of positions.

*EXPLANATION*

*This is the text from SR 1.2.3, which now clarifies that these are standards for classifying positions.*

## **1.2 Categories of positions and of personnel**

**1.2.1** The Institute has two general categories of positions: (i) international professional positions and (2) local positions. There are two categories of international professional positions: trust and temporary. Additionally, there are two categories of local positions: professional positions and general services positions.

*EXPLANATION*

*In modern staff management, positions are separated from the persons who occupy them. Therefore, this new rule establishes the categories of positions, not of personnel. The following Rule describes categories of personnel occupying such positions.*

**1.2.2** Personnel occupying international positions are International Professional Personnel (IPP). Those occupying local positions are Local Personnel (LP). LP occupying professional positions are Local Professional Personnel (LPP) and those occupying general services positions are General Services Personnel (GSP). Pursuant to Rule 1.5 below, international positions may be occupied by Associate Personnel (AP).

*EXPLANATION*

*This is a new rule that makes a clearer distinction between personnel and the positions they occupy. The categories of positions are the same as those established in RPGD 14 and SR 1.5. The acronyms IPP, LP, LPP, GSP and AP shall be used to refer to the persons occupying these positions.*

## **1.3 International positions**

**1.3.1** International positions are those that require personnel with a high academic level and broad international professional experience with the necessary skills to perform activities in any of the Member States. Persons occupying these positions must meet the requirements of the position and may be hired through the following modalities: a temporary contract, a contract of trust or an Associate Personnel contract.

*EXPLANATION*

*This rule is based on SR 1.5.1. The difference is that the new wording distinguishes between an international position and the person occupying that position. It establishes the characteristics of an international professional position versus a local position and classifies persons who meet the requirements and occupy these positions as IPP.*

## 1.3.2 Positions of trust

**1.3.2.1** Positions of trust are those occupied by the Deputy DG, the Representative in the country of which the DG is a citizen, and all D level positions designated by the DG.

### EXPLANATION

*This definition of positions of trust is the definition included in RPGD 37, which is referred to in SR 1.5.1(c).*

**1.3.2.2** An IP staff member with a Trust Contract is appointed at the discretion of the DG and his/her contract shall not extend beyond the term of office of the DG.

### EXPLANATION

*Articles 14 and 38 of RPGD Chapter 3, and the SR 1.7.1 have been merged and repetitive provisions have been eliminated.*

**1.3.2.3** The DG may appoint any staff member or anyone from outside the Institute to a position of trust, provided that that person satisfies the standards of high academic standing and broad professional experience.

### EXPLANATION

*RPGD 38(a) and SR 1.7.1 have been merged, and repetitive provisions have been eliminated.*

**1.3.2.4** All appointments to positions of trust are terminable at the discretion of the DG and these individuals shall have no right whatsoever to indemnity in relation to said removal.

### EXPLANATION

*SR 1.7.1 (c) and (e) and RPGD 38 (d) and (f) have been merged.*

**1.3.2.5** Any person in a non-trust position who is appointed to a position of trust, shall have the right, upon completing the appointment, to return to a position with the same classification as the position he/she held previously, provided that the term of the previous contract has not expired.

### EXPLANATION

*RPGD 38 (c) and SR 1.7.1 (b) have been merged and repetitive provisions have been eliminated.*

**1.3.2.6** The person appointed from outside the Institute to a position of trust shall cease to be an Institute employee upon his/her removal from the position.

*EXPLANATION*

*SR 1.7.1 (d) and RPGD 38(d) have been merged. Wording has been simplified and provisions regarding the notice period have been transferred to Chapter VIII on Termination.*

### **1.3.3 Temporary positions**

**1.3.3.1** International positions that are not positions of trust are temporary positions.

*EXPLANATION*

*This is a new rule that defines temporary positions under the International Professional Personnel category. If an International Professional Personnel position is not a position of trust, it must be a temporary position, pursuant to article 1.5.1 (b).*

**1.3.3.2** An IP staff member occupying a temporary position shall have a contract for a fixed period of up to two years, which may be renewed for additional periods of up to two years, depending on the performance of the staff member, the needs of the Institute and the availability of funds. This does not imply any automatic right to renewal. A contract that has not been renewed through a document duly authorized by the DG shall expire automatically without previous notification or compensation on the date indicated in same. He/she shall only receive the corresponding settlement, pursuant to institutional rules.

*EXPLANATION*

*This rule incorporates text from SR 1.5.1 and RPGD 14. The text varies only slightly, by making a distinction between the position and the person occupying it.*

## 1.4 Local positions and personnel

**1.4.1** A local position is a position designed exclusively to be occupied by citizens or permanent residents of the State in which they perform most of the duties assigned to the position.

### EXPLANATION

*This is a new and necessary rule, given that current regulations do not specify the aspects that distinguish a local position from an international position. Current regulations, including the RPGD and the SR, only make a distinction between persons hired as international personnel and those hired as local personnel, but do not establish the conceptual basis for this distinction. This new rule, along with Rule 1.3.1 above, establish the foundation for this distinction.*

**1.4.2** Personnel appointed to local positions are associated with the Institute by a work contract in accordance with local labor laws and practices of the country in which they provide services. Their labor relations are also covered by all pertinent stipulations of the Institute's rules and regulations which do not contradict these local labor laws. These staff members need not be nationals of the country in which they work. However, they must have the appropriate documentation that allows them to legally work in the country. They are not subject to lengthy transfers to or assignments at a duty station other than the country in which they were hired.

### EXPLANATION

*Subsections a and b of Rule 1.5.2 of the SR and RPGD 14(b) and (c) have been merged to include all identical conditions under the Local Personnel category.*

**1.4.3** Local professional positions require that persons appointed to these positions, LPP, have a professional degree.

**1.4.4** Local general services positions do not require that the persons assigned to these positions, GSP, have a professional degree to perform the assigned duties.

### EXPLANATION

*The previous two rules are new. They clearly distinguish between local professional positions and local general services positions. In other words, the person occupying a professional position must have a professional degree, while this is not required for general services positions. The content is the same as that of RPGD14(b) and (c), and SR 1.2.1.2, which establish that professional personnel must have a professional degree, while general services personnel need not have one.*

## **1.5 Associate Personnel (AP):**

**1.5.1** Associate Personnel (AP) are persons appointed to perform functions of a professional, technical or scientific nature, in accordance with agreements or contracts concluded with other institutions co-participating in programs of common interest; or to provide services *ad honorem*, with the authorization of the institution to which they belong. Associate Personnel may be assigned to international positions and may include former IICA staff members who donate services to IICA, as well as other volunteers.

### *EXPLANATION*

*The first sentence was taken from RPGD 14(a)(iv). It incorporates SR 1.8.1 with additional wording.*

**1.5.2** AP are considered IICA staff members solely for the purpose of facilitating their functions, in keeping with the agreement between IICA and the Institution to which they belong, as well as with the agreement between IICA and the Member States and the conditions set out therein. Therefore, AP are not entitled to the salaries, emoluments, and other facilities offered to IPP and LP, pursuant to these Rules and the Convention.

### *EXPLANATION*

*This is a simplified version of SR 1.8.1 and 1.8.2.*

**1.5.3** Prior to designating persons as AP, an agreement must be signed between the institution to which they belong, if any, and the Institute, governing the nature of the relationship between the AP and the Institute. The conditions of the designation as AP shall be established in a letter signed by the Director General of IICA and the AP.

### *EXPLANATION*

*The wording of SR 1.8.3. has been simplified. The new text acknowledges the fact that the services of individual volunteers, as explained in the new rule 1.5.5, may not have necessarily been seconded from another institution.*

**1.5.4** The remuneration of AP who are employees of the seconding entity shall be the sole responsibility of that entity, unless otherwise expressly provided in the agreement between the General Directorate and that entity.

### *EXPLANATION*

*This is a simplified version of SR 1.8.4.*

**1.5.5** Volunteers offering their services to the Institute as AP who are not employed by an institute that has signed an agreement with IICA, pursuant to SR 1.5.2, shall not receive remuneration. In exceptional cases, at the discretion of the General Directorate, an honorarium may be granted in accordance with the provisions of the Personnel Manual (PM).

*EXPLANATION*

*The wording of SR 1.8.5 has been simplified and the procedure has been transferred to the PM.*

**1.5.6** All international professional personnel of the Tropical Agricultural Research and Higher Education Center (CATIE) shall be IICA Associate Personnel for as long as they retain their employment relationship with CATIE. Therefore, they are exempt from the requirements of SR 1.5.3.

*EXPLANATION*

*SR 1.8.6 has been modified with a view to clarifying the fact that the AP category applies solely to international professional personnel at CATIE. It does not apply to local personnel at that institution.*

## **1.6 Title of Emeritus**

**1.6.1** Relations shall be maintained with prominent staff members who have left the Institute and who have demonstrated outstanding technical capability, dedication and loyalty to the institution. For this reason, the IABA may confer the appointment and title of DG Emeritus and the EC may confer the title of Emeritus.

*EXPLANATION*

*This is the text of SR 1.6.1*

**1.6.2** The IABA may confer the title of “DG Emeritus” to a person who has been DG and exemplified superior technical ability and an outstanding spirit of service.

*EXPLANATION*

*This text combines SR 1.6.1(a) and RPGD 15.*

**1.6.3** The appointment and title of “Emeritus” is granted at the initiative of the Executive Committee or by the proposal of the Director General to staff members with high professional personnel classifications, who have made outstanding contributions, who have completed thirty years of professional practice, who have been linked to the activities of the Institute for the past fifteen years and who have completed ten years of direct service to the Institute. Emeritus appointees shall enjoy the rights, duties, prerogatives, immunities and treatment governed by these Rules.

*EXPLANATION*

*This text combines SR 1.6.1(b), SR 1.6.2 and RPGD 16.*

## **1.7 Regarding the DG:**

**1.7.1** For the purposes of these Rules, the term “staff members” shall be understood to include the person occupying the position of Director General, in any matters that may be applicable to him/her.

### *EXPLANATION*

*Taken from RPGD 69, which has been modified to distinguish individuals from the positions they occupy.*



## **Chapter II. Recruitment, Selection and Appointment of Staff**

## **2.1 General guidelines:**

**2.1.1** The DG is responsible for establishing the guidelines to guarantee transparent and objective processes for the hiring of personnel across all categories of positions.

### *EXPLANATION*

*This is a new rule in keeping with current practices.*

**2.1.2** The DG will encourage the recruitment and hiring of highly qualified women, with a view to fostering gender equity across all categories of positions.

### *EXPLANATION*

*This is based on SR 1.8.7, which encourages the appointment of women as AP. The new wording makes the recruitment and hiring of highly qualified women extensive to all categories.*

**2.1.3** The Director General shall appoint staff members to occupy positions in the Institute's organizational structure, and shall assign duties, responsibilities and remuneration for each case. He/she may also transfer them to other positions, in accordance with service needs and the Staff Rules.

### *EXPLANATION*

*This is the same text as RPGD 35.*

**2.1.4** Persons appointed must demonstrate a level of competence, efficiency and integrity commensurate with the level of the positions they occupy.

### *EXPLANATION*

*This version expands SR 2.2.1 to include not only positions of trust but all categories of positions.*

## **2.2 Recruitment:**

**2.2.1** For all positions, except for positions of trust:

- a. preference shall be given, other conditions being equal, first to Institute personnel in the same category of the vacant position and secondly to personnel in other categories;
- b. candidates shall be recruited through an announcement process, which shall be for a period of at least fifteen days; and
- c. the announcement shall be distributed throughout the Member States and shared with personnel so that interested individuals may apply.

#### EXPLANATION

*RPGD 45 and SR 2.2.2, 2.3.4(b) and 5.3.3 have been merged. The period for the publication of announcements has been reduced from thirty to fifteen days, in light of the fact that the internet and social media allow for expediting the recruitment process. The wording has been modified to include local personnel in the provision.*

**2.2.2** Local personnel must be hired in accordance with national labor laws and requirements, applicable institutional rules, and any other regulations and instructions issued by the DG.

#### EXPLANATION

*The wording of SR 2.2.3 has been simplified.*

### **2.3 Selection:**

**2.3.1** Selection Committees comprised of Institute personnel shall be established to evaluate candidates for vacant positions, based on the skills to be evaluated for each category of position.

#### EXPLANATION

*SR 2.3.1 has been modified to reflect current practices. Further information on the establishment and operation of these selection committees is available in the PM.*

**2.3.2** Selection or promotion shall be made with no discrimination whatsoever as to race, creed, sex or other personal characteristics that are not essential to perform the duties of the position. Any type of discrimination based on these characteristics shall be prohibited at the Institute. Only competence, technical experience, efficiency and integrity shall be taken into account, together with the need for staff members to be selected with a view to as broad a geographical representation as possible among nationals of the Member States, except in special cases where the needs of the service require that nationals of other States be appointed.

#### EXPLANATION

*SR 2.3.4 and RPGD 42 have been merged and more precise terminology has been used.*

## **2.4. Appointment:**

**2.4.1** Staff members, in the discharge of their duties, are responsible only to the Institute. In accepting an appointment or a contract they shall undertake to perform their duties and to regulate their conduct in accordance with the character, purposes and interests of the Institute.

### *EXPLANATION*

*Taken from RPGD 19.*

**2.4.2** Upon receiving an appointment or contract, each staff member shall be given a document signed by the DG, or by an officer acting on his/her behalf, stating the nature and conditions of the appointment or contract. Once it has been signed and returned to IICA, the offer of appointment utilized to hire IPP will become the legal contract between the staff member and the Institute. Local contracts utilized to hire LP shall not be valid until they have been signed by the person duly authorized by the DG, in keeping with the provisions of the PM.

### *EXPLANATION*

*RPGD 20 and SR 2.4.3 have been merged. The new rule clarifies that a work contract must be signed by the staff member and by the DG or the person acting on his/her behalf. The procedure has been transferred to the PM.*

**2.4.3** The Institute may cancel the appointment without compensation or prior notice if an applicant:

- a. fails to submit the required documents for each category of position;
- b. submits fake documents in support of his/her candidacy;
- c. fails to undergo a medical examination conducted by a doctor selected by the Institute prior to or thirty days after the signing of the contract (Article 2.6); or
- d. according to the results of the medical examination, he/she has a health condition that prevents him/her from fully performing the duties of the position.

### *EXPLANATION*

*RPGD 46 and SR 2.4.4 have been merged.*

## **2.5 Probationary period:**

**2.5.1** Appointed persons must complete the probationary period established for the corresponding category of position in a satisfactory manner:

- a. Temporary IPP: first period of employment of up to two years.
- b. Trust IPP: the entire period of an appointment; and
- c. LP: the period established by the local legislation.

### *EXPLANATION*

*Taken from SR 2.5.1, which has been reworded to include LP, who were not mentioned in the previous version. Matters related to the notice period have been transferred to Chapter VIII.*

**2.5.2** If a person appointed under the LPP category is to move to the category of IPP, his/her first appointment as IPP will be a probationary appointment.

### *EXPLANATION*

*Taken from SR 2.12.1.*

**2.5.3** In the case of the IPP category, when a staff member's appointment is terminated during the probationary period for any of the reasons stated in Chapter VIII of these Rules, it will not be necessary to provide the staff member with indemnification or pay for any part of the unfulfilled portion of the appointment. In the case of LP, the provisions set out in the national legislation shall apply.

### *EXPLANATION*

*The content was taken from SR 2.5.2, which has been simplified and now includes LP, if permitted by the local legislation.*

## **2.6 Medical examination:**

**2.6.1** Prior to his/her appointment or up to thirty days after the signing of the contract, the person selected must first undergo a medical examination conducted by a doctor selected by the Institute to determine whether he/she meets the health requirements to fully perform the duties of the position. This requirement shall be waived for LP if the corresponding national law prohibits this practice or due to other circumstances highlighted in the PM.

### *EXPLANATION*

*RPGD 46 and SR 2.6 have been merged. The wording has been simplified and the procedure has been transferred to the PM. Reference to LP has been added.*

## **2.7 Loyalty oath:**

**2.7.1** Before beginning their duties, every staff member must sign the following loyalty statement: “I solemnly swear to exercise loyally, discreetly and conscientiously the obligations I have assumed as a staff member of the Inter-American Institute for Cooperation on Agriculture, to govern my conduct with dignity and in accordance with the nature, purposes and interests of the Institute, neither seeking nor accepting instructions relative to my obligations as a staff member from any government or any authority outside the Institute, except through the Director General”.

### *EXPLANATION*

*SR 2.7 and RPGD 31 have been merged.*

## **2.8 Official place of residence of IPP:**

**2.8.1** To appoint an IP staff member, his/her official place of residence must be defined. Normally, it shall correspond to the nationality of the person to be contracted. The official place of residence, which shall be specified in the letter of appointment, is where the staff member will be sent on home leave and where he/she will be repatriated upon separation from service.

### *EXPLANATION*

*SR 2.8.1 and 2.8.2 have been merged.*

**2.8.2** Only one official place of residence will be accepted for the entire period of employment with IICA, regardless of the possibility of individual changes in immigration status.

### *EXPLANATION*

*This is a simplified version of SR 2.8.3.*

**2.8.3** When a staff member’s official place of residence is not in the Americas, IICA will cover the travel expenses associated with this benefit only as far as the nearest Member State, by the most direct and economical route, if the cost of traveling to the other region is greater.

### *EXPLANATION*

*SR 6.11 has been moved to this section and the wording has been simplified.*

## 2.9 Orientation

**2.9.1** All new staff members will be given an orientation before taking up a position, with the aim of familiarizing them with all fundamental aspects of IICA and its personnel, structure and modus operandum.

### EXPLANATION

*Taken from SR 2.10*

## 2.10 Re-employment:

**2.10.1** The procedure for hiring a former IICA staff member shall be the same as that used for a new candidate who is not a former staff member, except that consideration will be given to an evaluation of his/her record of previous employment with IICA, and that record being positive, he/she will be given preference under the provisions of SR 2.2.1.

### EXPLANATION

*This rule incorporates a gender approach into SR 2.11.1.*

**2.10.2** Personal classification, salary level and accumulated benefits during a previous appointment will not apply for a new appointment. In the case of IPP, this shall not interfere with the right to petition the Retirement and Pension Fund of the OAS for restitution of years of credit acquired under a previous appointment.

### EXPLANATION

*The wording of SR 2.11.2 has been simplified.*

**2.10.3** The number of years worked during a former appointment shall be considered only for purposes of recognition of years of service, for the award of pertinent insignias and certificates.

### EXPLANATION

*Taken from SR 2.11.3.*

## **Chapter III. Duties, Obligations, Privileges and Immunities**



### **3.1 Hours and days of work**

**3.1.1 Regular working hours:** Personnel shall comply with the working hours and work modality established by the DG and set out in the PM. The working hours and work modality at Headquarters and in each Office will be established in keeping with local legislation and work practices in each country. The unit responsible for human talent must be informed of any modifications to local laws.

*EXPLANATION*

*The first sentence is based on SR 3.1.2. The second sentence reflects practices in recent years.*

**3.1.2 Overtime:** When requested to do so, with prior written notice, a staff member shall work overtime. This provision shall apply to LP, provided that the overtime requested does not exceed the limit established by local laws.

*EXPLANATION*

*The first sentence was taken from SR 3.1.2. The purpose of the second sentence, which is new, is to ensure that IICA does not violate local laws regarding LP.*

### **3.2 Conflict of interest: General rules**

**3.2.1 External instructions:** In the performance of their duties, staff members shall neither seek nor receive instructions from any government or any authority outside the Institute.

*EXPLANATION*

*Taken from RPGD 21.*

**3.2.2 Service to a government or international agency:** Staff members shall not accept an appointment to a government office and/or run for a publicly elected political position. The acceptance of such an appointment shall imply immediate resignation and separation from the Institute. However, this prohibition will not necessarily apply to government positions of a technical nature for which the DG may grant unpaid leave to requesting staff members, and which, except in response to a direct request from a Minister of Agriculture or the highest executive authority of another public international organization, may not exceed one year.

*EXPLANATION*

*SR 3.4.1, 3.4.2 and 3.7.3 and RPGD 25, 27 and 28 have been merged and the wording has been simplified. The provision regarding exceptions is new and reflects the fact that exceptions have been made in the past, at the direct request of ministers of Agriculture.*

**3.2.3** All staff members must inform the DG and request his/her authorization before accepting honors, decorations, awards or remuneration in cash or in kind, favors, gifts, etc., from any government or institution related to his/her position at the Institute. The DG shall determine if this is compatible with the staff member's status as an officer of an international organization or with IICA's interests.

*EXPLANATION*

*SR 3.9 and RPGD 26 have been merged.*

**3.2.4** With the exception of academic activities or those performed outside of regular working hours, pursuant to Rule 3.2.2, regarding which the DG must be informed, staff members shall not engage in employment, occupation or any other type of business outside the Institute, or accept remuneration for such work without prior written authorization from the DG or whomever he/she designates. The procedure for analyzing such cases shall be defined in the Personnel Manual. Authorization shall be granted if the employment or occupation will be performed exclusively outside of regular working hours and may be denied if it is determined that it could result in a conflict of interest, damage the Institute's image or cause any other damage to the Institute and the fulfillment of its objectives.

*EXPLANATION*

*SR 3.5.1 and 3.5.2 and RPGD 29 have been merged.*

**3.2.5** A staff member must never use or appear to use his/her office for the purpose of private gain for himself or other persons.

*EXPLANATION*

*Corresponds to SR 3.5.3.*

**3.2.6** A staff member who, in the performance of his/her duties, has occasion to deal with any matter involving a business concern or an institution in which he/she holds an interest shall disclose the extent and nature of that association to the DG. However, the mere holding of shares of stock in a company does not constitute a financial interest within the meaning of this rule, unless such holding constitutes a substantial control over that company's business, in other words, more than 25% of stocks.

*EXPLANATION*

*SR 3.1.5, 3.1.5.5 and 3.5.4 have been merged. This updated version defines substantial control for the purposes of this rule.*

**3.2.7** In order to maintain the independence and impartiality inherent in their status as international civil servants, IPP shall not participate in any political activities other than voting in their countries of nationality. LP may exercise their political rights according to the laws of each country, but in so doing they must comply with the provisions of rules 3.2.1, 3.2.2, 3.4.1 and 3.4.2. Such activities shall not be conducted during working hours or use any Institute facilities. Furthermore, under no circumstances is the use of IICA's logo or brand permitted.

*EXPLANATION*

*SR 3.7.1 and 3.7.2 have been merged. The wording has been simplified.*

**3.2.8** The DG may authorize staff members to fill unpaid positions in professional associations, scientific and public interest societies and other entities related to IICA's programs in the Member States. However, staff members shall not receive additional pay from another organization for activities connected with their regular work.

*EXPLANATION*

*SR 5.7.1 and 5.7.2 have been merged and moved to this section, which is more appropriate.*

### **3.3 Conflict of interest: Annual disclosure**

**3.3.1** On or before March 31 of each year, the DG and any other staff member appointed to a position of trust and/or serving as a Representative of the Institute in a Member State, shall submit a fully completed Annual Disclosure ("AD") Statement to the office or official indicated in the PM. The DA must include:

- a. a certification that the information set out in the AD is true and accurate to the best of the staff member's knowledge;
- b. a list of all associations, enterprises or companies with which the staff member is connected, directly or indirectly, with an indication of the nature of the connection, including the staff member's position, if any, within said association, enterprise or company;
- c. a list of the staff member's creditors, except those to whom the staff member is indebted for a mortgage on his/her personal residence or for ordinary living expenses such as household furnishings, automobiles, education or vacation; and
- d. such other information which the DG considers necessary and reasonable for avoiding conflicts of interest within the Institute.

*EXPLANATION*

*Corresponds to SR 3.5.8.*

**3.3.2** Immediately prior to accepting and within thirty days of vacating any position of trust or the position of IICA Representative in a Member State, a staff member must submit to the body indicated

in the PM a written declaration signed before a notary public setting out his/her net worth at that time, and stating under oath that the information contained in the declaration is true and accurate to the best of his/her knowledge and belief.

*EXPLANATION*

*Corresponds to SR 3.5.9.*

**3.3.3** All information provided by staff members under Staff Rules 3.3.1 and 3.3.2 shall be processed and maintained in the strictest confidentiality in keeping with the Institute's *Personal Data Protection Policy* and shall be utilized only for the purpose of avoiding conflicts of interest and implementing Institute policies with respect to ethics and conflicts of interest.

*EXPLANATION*

*Corresponds to SR 3.5.10, which has been adjusted to make reference to the abovementioned policy, which was adopted in September 2021.*

**3.3.4** A staff member who willfully submits false information on a disclosure statement or other declaration required under Staff Rules 3.3.1 and 3.3.2 or who otherwise fails to comply with those rules may be subject to summary dismissal under Chapter IX of these Rules.

*EXPLANATION*

*Corresponds to SR 3.5.11.*

## **3.4 Communication regarding the Institute**

**3.4.1 Discretion and restricted information:** Staff members shall exercise the utmost discretion with respect to all matters of official business. They shall communicate no restricted information to anyone, except in the course of their duties and in accordance with the procedure for so doing established by the DG. Nor shall they at any time use such information to private advantage. These obligations do not cease upon separation from service.

*EXPLANATION*

*Corresponds to RPGD 24.*

**3.4.2** Except in the normal course of their duties as a staff member of an international organization, or with prior authorization from the DG, staff members shall not engage in any activities that may put the Institute's image at risk, such as:

- a. issue statements to the press, radio or other public media;
- b. deliver addresses or lectures;
- c. take part in film, theater, radio or television productions;
- d. publish articles, books or other material;
- e. participate in technical conferences or publish related books or articles;
- f. use social media or participate in similar activities that could affect or damage Member States' or the Institute's image.

*EXPLANATION*

*SR 3.5.6 and RPGD 22 and 23 have been merged. Subsection f has been added to expand the scope of the rule to include any current social media platform or future media platform.*

**3.4.3** When the authorization referred to in SR 3.4.2 is granted, the staff member concerned must make it clear whether the opinions are those of the Institute or those of the author.

*EXPLANATION*

*Corresponds to SR 3.5.7.*

## **3.5 Intellectual property**

**3.5.1** All rights, including the title, copyright, and patent rights for any work produced by a staff member as part of his/her official duties or by any other individual or entity being paid by the Institute, or working in cooperation with it, shall be vested in IICA or another entity as defined in the agreement signed by the parties. Any further compensation to a staff member by another entity for any work produced as part of his/her official duties will have to be authorized by the DG.

*EXPLANATION*

*Corresponds to SR 3.6.*

### **3.6 Financial liability**

Any staff member who causes financial damage to the Institute shall be required to repay IICA for the loss, pursuant to the processes established in Chapter IX of these Rules.

#### *EXPLANATION*

*This is a simplified version of SR 3.3.*

### **3.7 Election of the Director General**

**3.7.1** A DG seeking reelection, or any other person employed at the Institute that has been nominated for the position, shall be included under the term “Internal Candidate”.

#### *EXPLANATION*

*Corresponds to SR 3.8.1.*

**3.7.2** No internal candidates may make direct or indirect use of their positions to further their candidacies.

#### *EXPLANATION*

*SR 3.8.2 and RPGD 30 have been merged.*

**3.7.3** In pursuing their candidacy, no internal candidates shall communicate restricted, confidential or otherwise privileged information to anyone or use that information to their private advantage.

#### *EXPLANATION*

*Corresponds to SR 3.8.3.*

**3.7.4** Internal candidates for the position of DG shall either resign or take leave from the Institute, once they begin to campaign openly for nomination to the position or once they are nominated as a candidate under these Rules, whichever happens first. The period of leave shall last until the election or until such time as the internal candidate withdraws his or her candidacy. The internal candidate may take that leave without pay, or at his or her option, may exhaust any accumulated annual leave with pay credited to his or her account before going on leave without pay. A candidate who opts to take leave and whose contract does not expire during the period of said leave shall have the right to return to his/her post in the Institute at a level equal to the grade held previously to taking such leave if the candidacy is not successful.

#### *EXPLANATION*

*Corresponds to SR 3.8.4.*

**3.7.5** Staff Rule 3.7.4 shall not apply to the DG in office. Nonetheless, the DG shall strictly conform to the requirements of SR 3.7.2 and 3.7.3, for the entire period preceding the election.

*EXPLANATION*

*Corresponds to SR 3.8.5.*

**3.7.6** To ensure that a level playing field is maintained in the election of the DG, the Institute's personnel shall not engage in campaign activities for or otherwise support any candidate.

*EXPLANATION*

*Corresponds to SR 3.8.6.*

**3.7.7** Persons hired as consultants and who are therefore not Institute personnel, pursuant to article 13 of the RPGD, shall not engage in campaign activities for or otherwise support any candidate for the position of the DG. Failure of a consultant to observe this provision shall constitute a breach of the consultant's contract and grounds for termination for cause.

*EXPLANATION*

*Corresponds to SR 3.8.7.*

## **3.8 Destination – Permanence and transfers**

**3.8.1** In the performance of their duties, IPP shall normally remain no less than three years or more than eight years in the same country. Permanence in one country for a period greater than five years and no more than eight years will be authorized only on special occasions that are duly justified. No authorizations will be given for a period greater than eight years except for technical or administrative personnel in positions inherent in the operation of Headquarters, or personnel whose date of retirement is less than one year away.

*EXPLANATION*

*SR 5.1.2 and RPGD 43 have been merged and moved to this section, which is more appropriate.*

**3.8.2** The DG may transfer IPP on a temporary basis, when he considers them essential to handle the special circumstances of an emergency situation. In such cases SR 3.8.1 shall not apply.

*EXPLANATION*

*SR 5.2. has been moved to this chapter, which is more appropriate.*

**3.8.3** The major reason for a transfer will be to meet the objectives of the Institute and those of the Member States in accordance with the Basic Agreements. However, placing personnel in functions consonant with their qualifications and professional development, pursuant to Chapter V of these Rules, shall also be given due consideration.

*EXPLANATION*

*SR 5.1.1 has been moved to this chapter, which is more appropriate.*

**3.8.4** An IP staff member's refusal to accept a transfer without justified cause, shall imply his/her resignation.

*EXPLANATION*

*This is a simplified version of SR 5.1.3. Acceptance of an appointment as an IP staff member entails the obligation to accept transfers. The same rule applies in the OAS.*

### **3.9 Privileges and immunities:**

#### **3.9.1 Request for privileges and immunities:**

IICA shall request member governments to grant privileges and immunities to its IPP, in accordance with the national laws and with the Basic Agreements signed by IICA and the Member States. The privileges and immunities granted to IPP shall be determined in accordance with a multilateral agreement to be concluded among the Member States of the Organization of American States or in bilateral agreements concluded by the Institute with its Member States in accordance with Article 28 of the Convention on IICA. The privileges and immunities granted by the corresponding State to IPP shall be exclusively in the interest of the Institute.

*EXPLANATION*

*SR 3.10.1 and RPGD 33 have been merged.*

**3.9.2 Use of privileges and immunities:** The privileges and immunities granted by the different governments must be enjoyed prudently and only for the direct benefit of the staff member and his/her recognized dependents, as a result of his/her official duties.

*EXPLANATION*

*Corresponds to SR 3.10.2.*

**3.9.3 Suspension of immunity:** The privileges and immunities accorded to IPP by the Member States by way of agreement, legislation or custom and practice, are granted in the interests of the Institute and not for the personal benefit of the individuals themselves. The DG may waive the immunity of any staff member in any case where, in his/her opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the Institute.

*EXPLANATION*



*Corresponds to SR 3.10.3.*

**3.9.4 Respect for the laws of Member States:** Without prejudice to the abovementioned privileges and immunities, it is the duty of each staff member to respect the laws of the country of his/her duty station or of any Member State in which he/she is on mission or to which he/she is otherwise assigned.

*EXPLANATION*

*Corresponds to SR 3.10.4.*

**3.9.4 Pending civil action:** Prior to leaving his/her duty station, retiring or otherwise separating from service, an IP staff member who is not a citizen or permanent resident of the duty station country and against whom a civil action is pending in any court in his/her duty station country in relation to activities for which there is no immunity under the corresponding agreements and laws, or for which immunity has been waived, must appoint an agent resident in the duty station. The staff member shall authorize the agent to receive process relating to the civil action, and in the event a final judgement is issued against the staff member, to receive salary, pensions and other remuneration due to him/her from the General Directorate, so that such salary, pensions and other remuneration may be available to satisfy the judgement. In the event the staff member fails to appoint that agent, the General Directorate shall have the authority to appoint an agent for him and may do so. Any agent so appointed pursuant to this paragraph shall be resident in the duty station, or in any other locations which the General Directorate deems appropriate.

*EXPLANATION*

*Corresponds to SR 3.10.5.*

### **3.10 Code of Ethics**

**3.10.1** Institute personnel are required to be familiar with the Institute's Code of Ethics promulgated by the DG and to comply with its provisions. Failure to comply with the Code of Ethics may result in the application of disciplinary measures in accordance with Chapter IX of these Rules.

*EXPLANATION*

*In keeping with good practices followed by other international organizations, as well as the OAS, IDB, and IADB, in 2016, the DG published and put into effect the Code of Ethics for Institute staff. Many donors and Member States require that the international organizations to which they contribute adopt such codes. This is a new rule that underscores the importance of the Code and the need for staff to be familiar with and comply with its provisions.*

### **3.11 Obligation to stay informed**

**3.11.1** For purposes of this rule, the term "Administrative Instruments" refers to these Rules, the Financial Rules, the Personnel Manual, the Executive Orders of the DG, the Code of Ethics and other "policies" and regulations pertaining to the management of Institute personnel.

**3.11.2** The General Directorate shall publish the updated Administrative Instruments on the Institute's webpage and Intranet, for the information and knowledge of personnel, and may adopt other measures to inform personnel of modifications to these instruments, in keeping with the provisions of the PM.

**3.11.3** Staff members have a duty to stay informed of and comply with changes in their duties, rights, benefits, and the procedures relating to their employment, published on the Institute’s webpage and/or Intranet. Ignorance of those changes shall not be a defense for noncompliance.

*EXPLANATION*

*These are new rules for IICA, which are based on OAS rules on this topic. In 2008, the OAS General Secretariat updated its Staff Rules, by including a chapter on the obligation of staff members to keep informed of rules and regulations relevant to their employment and the obligation of the Administration to publish the updated rules.*

## **Chapter IV. Remuneration System: Salaries and Emoluments**

## 4.1 Remuneration System

**4.1.1** The system for the determination of remuneration for IICA staff should be adapted to the special requirements of the Institute and to the needs of its staff. The objectives of the remuneration system are:

- a. to attract, retain, motivate, and reward capable personnel, commensurate with the Institute's needs, goals and ability to pay;
- b. to set and maintain fair and internally equitable salaries;
- c. to have salary scales which are competitive in the marketplace for the talent the Institute wishes to attract and retain; and
- d. to provide employee benefits that are in reasonable proportion to salaries and are part of an integrated package of total compensation.

The purpose of each element of the remuneration system must be clear and apparent, and the whole system must be readily understandable and easily administered.

### *EXPLANATION*

*This text was taken from paragraphs 1 and 2 of the Introduction to the System for the Determination of Remuneration for IICA Personnel (RS).*

**4.1.2** The DG shall set the salaries, allowances and other benefits of staff members, in conformity with the resolutions and budgetary appropriations adopted by the IABA, the RPGD and these Rules.

### *EXPLANATION*

*SR 4.1.1 and RPGD 34 and 41 have been merged.*

## 4.2 Basic salary and cost-of-living differential

**4.2.1** The Institute shall have a basic salary schedule for positions occupied by IPP and for positions occupied by LP. Each schedule will take into account best market practices, based on available resources.

### *EXPLANATION*

*SR 4.1.2 has been simplified. This new version describes the criteria used to develop the schedules – best market practices and resource availability. The adjective “basic” is used to make a clearer distinction between salary and salary plus the cost-of-living differential and other emoluments.*

**4.2.2** The basic salary of Institute personnel shall be determined by the classification of each position, based on the corresponding salary schedule.

*EXPLANATION*

*This is a new rule that clarifies that each staff member's salary is based on the category and level of his/her position.*

**4.2.3** The salary system for international positions is a single basic salary schedule for all duty stations. The features of this salary schedule are as follows:

- a. The numerical identification of grade levels from P-1 through P-6 and D-1 and D-2. (It should be noted that the P-6 level is the same salary level as the D-1 level. The D-1 is for positions of trust while the P-6 is for the highest technical level professional);
- b. The salary differentials between the grade levels are at a fixed percentage of the first step of the immediately preceding grade level. From P-1 to P-5 that percentage is 21%. From P-5 to D-2 that percentage is 13%;
- c. Salary schedules will be adjusted as approved in the budget by the IABA; and
- d. Salary increases for staff members will be possible under the following conditions: i. When salary scales are changed as in c. above; ii. by merit (when performance is fully satisfactory or better as recognized in the appropriate procedures); and iii. by promotion.

*EXPLANATION*

*Corresponds to RS I.1*

**4.2.4** The basic salary and benefits for local positions shall be based on the laws and labor practices of the country in which the staff member provides his/her services. In no case shall “remuneration in local currency” be understood to mean the conversion of the currency in which the budgetary allocation was approved. There shall be a separate salary schedule for each duty station based on data collected by comparability studies in each country. The features of these salary schedules are as follows:

- a. A numerical identification of grade levels from PL-1 to PL-5, in the case of LPP, and G-1 to G-8, in the case of GSP;
- b. The initial levels of salary for each grade of a local position shall be determined taking into account legal minimum salary levels and comparative studies of classification grade and salary in each country, based on government agencies, public corporations and private national and multinational corporations;
- c. Salary scales will be adjusted according to local labor laws when a cost-of-living increase is decreed in keeping with SR 4.2.7. As necessary a comparative study (b. above) will be requested to determine the prevailing salaries for comparable work, and appropriate adjustments will be made, within the budgetary possibilities of the Institute; and

- d. Salary increases for local positions will be possible under the following conditions: i. when salary scales are changed as in c. or d. above; ii. by merit (when performance is fully satisfactory or better as recognized in the appropriate procedures); and iii. by promotion.

*EXPLANATION*

*The content of RS I.1, II.1 and III.1 has been merged and level G-9, which has not been used for over twenty years, has been eliminated.*

**4.2.5** To account for cost-of-living differences between countries, IICA will apply a cost-of-living differential in remuneration (Post Adjustment) for international positions, according to IICA's prevailing post adjustment index and based on the following:

- a. The amount may vary from time to time and from country to country, and is not part of the basic salary;
- b. The adjustment for each staff member will be calculated according to the index assigned to the country where he/she is stationed. The data collected and published by the International Civil Service Commission of the United Nations will be used for setting the country indices;
- c. In parallel with the salary schedule, there shall be a list of post adjustment factors or indices;
- d. The post adjustment index shall be updated periodically and published by the DG;
- e. Applying the different indices for post adjustment, depending on where a person is based, can either raise or lower his/her income;
- f. In applying the different post adjustment indices, the lowest differential is set at 0, thus, negative differentials are not applied. However, when IICA employees receive a housing allowance from national sources, due to some special national decision, agreement or contract, the post-adjustment can be reduced by as much as seventy-five percent;
- g. The amounts received or deducted because of these adjustments are not included in the calculations to determine contributions to the different retirement or provident plans; and
- h. Adjustments resulting from transfers will enter into force when the IP staff member assumes duty at his/her new post.

*EXPLANATION*

*RS I.3 and SR 4.2.1 have been merged and the format has been arranged in a more logical manner. This new version clarifies that the increase in the cost of living for IPP is not part of the basic salary and can therefore increase or decrease based on different conditions at each duty station.*

**4.2.6** In those cases when the official cost of living index in a country increases substantially and the Institute's budgetary provisions allow for it, the DG shall increase the salaries of local positions, according to the mandates of the labor laws and dispositions of the government of the country, as a minimum.

*EXPLANATION*

*Corresponds to SR 4.1.5. RS II.1(c) and RS III.1(c) have been incorporated into the rule.*

**4.2.7** A reduction in the classification level of a position may not result in a reduction of the basic salary of the person occupying the position for the duration of his/her employment contract.

*EXPLANATION*

*SR 4.1.6 has been reformulated to reflect the fact that the classification level pertains to the position rather than the individual occupying the position. However, it preserves the labor law principle indicating that an employer cannot unilaterally lower the employee's salary during the hiring period.*

**4.3 Allowance for special duties (temporary appointment of duties):** Any staff member who temporarily assumes all of the duties and responsibilities of a higher position, whether technical or administrative, as part of his/her regular work shall be eligible to receive payment or, in other words, an allowance for special duties as of the date the new functions were assumed, if required to do so for a minimum of one uninterrupted month or more. The conditions are as follows:

- a. The amount of the allowance for special duties shall equal the salary increase to which the staff member would be entitled had he/she been promoted to the classification level and responsibilities of the new duties assigned;
- b. The allowance shall cease on the date the staff member ceases to perform the assigned duties and responsibilities or at an earlier date if maximum periods of time are dictated by the local labor laws of the country;
- c. For temporary promotions of more than six months, the approval of the DG is required and at no time shall the allowance be considered to be part of the salary;
- d. The allowance shall cease on the date the staff member ceases to perform the higher-level duties and responsibilities or, in the case of LP, at an earlier date if maximum periods of time are dictated by the local labor laws of the country; and
- e. In the case of LP, temporality shall be defined in each case by the labor laws of the country.

*EXPLANATION*

*This rule merges SR 4.2.5, 4.2.6, 4.3.4, 4.4.4, 4.4.5; RS 1.4.4, 1.4.5, II.4., II.5, III.4 and III.5; and RPGD*

**4.4 Overtime pay:** In no case shall overtime be paid to IPP. LP who are required to work overtime, with prior approval from the immediate supervisor, shall receive additional compensation only when such is provided for under local labor laws of the country in which they provide their services. The following additional requirements shall apply for GSP:

- a. overtime shall be any authorized time worked in excess of a normal work week; and

- b. only under exceptional circumstances shall employees be required to work on Sundays or holidays.

*EXPLANATION*

*SR 3.1.2, 4.3.2 and 4.4.2 and RS 1.4.6, II.3 and III.3 have been merged.*

**4.5 Official holidays:** IPP are entitled to ten paid holidays per year, which are established in the PM. LP are entitled to paid official holidays established by local laws.

*EXPLANATION*

*This is a simplified version of SR 3.2, which makes reference to LP holidays.*

## **4.6 Vacation**

**4.6.1** IPP shall accrue paid annual vacation at the rate of twenty-six working days per year, which is equivalent to 2 1/6 working days per month and may accumulate unused annual vacation up to a maximum of 52 working days. The holidays included under SR 4.5 will not count towards the accumulation of vacation time in the case of IPP.

*EXPLANATION*

*SR 6.1 and RPGD 47 have been merged.*

**4.6.2** LP shall accrue annual paid vacation in accordance with the labor laws and practices of the countries in which they are working. Unless national labor laws are more favorable to the staff member, IICA shall grant LP vacation according to the following scale: from 1 to 10 years of service -- 15 working days; from 10 to 15 years of service -- 20 working days; more than 15 years of service-- 25 working days. Up to a maximum of fifteen working days of unused annual vacation may be accumulated, unless local laws establish a higher number of days.

*EXPLANATION*

*SR 6.1.2 and 6.1.3, and RPGD 48 have been merged.*



**4.6.3** Staff members on leave without pay will not earn vacation time.

*EXPLANATION*

*Corresponds to SR 6.1.4.*

**4.6.4** During a vacation, a staff member will not lose rights accrued for years of service and accumulated vacation, as long as their use meets established requirements and national laws.

*EXPLANATION*

*SR 6.3 has been moved to this section.*

**4.7 Recognition for years of service:** Recognition for years of continuous service as a personnel member shall be granted pursuant to the following provisions.

- a. IPP:
  - i This bonus shall be paid to all IPP who resign or whose appointments are terminated for reasons of health, the elimination of the contract of employment, retirement or death;
  - ii The amount of the bonus shall be proportional to the time the IP staff member has served the Institute in accordance with the following scale:

Years of continuous service	IP staff member who at the time of separation does not have a spouse or dependent children (weeks of basic salary)	IP staff member who at the time of separation has a spouse and/or dependent children (weeks of basic salary)
2	4	8
3	5	10
4	6	12
5	7	14
6	8	16
7	9	18
8	10	20
9	11	22
10	12	24
11	13	26
12	14	28
13	15	30
14	16	32
15 or more	17	34

- iii The bonus shall be calculated on the basis of the staff member's last basic salary, excluding allowances. Periods of service of six months or more, after two full years have been served, shall be considered a complete year;

- iv The bonus shall not be granted to staff members who have been terminated under the provisions of SR 8.2.2 (a) to (i) and 9.9.4;
  - v Additionally, recognition shall be made for every five years of continuous service rendered to the Institute. Staff members will receive certificates of service and other awards as determined by the DG; and
  - vi The number of years worked during a former appointment shall be considered only for the purpose stated in the previous point.
- b. LP:
- i For accounting purposes, this benefit will be reserved monthly in US dollars at the equivalent of 1/24th of the current basic salary. Variations in salary will not have a retroactive effect;
  - ii This benefit shall be paid in a lump sum on the date services are terminated;
  - iii In those countries that pay fourteen or more salaries per year (for any reason), or where the payment of one-half a monthly salary or more per year of service is obligatory by law in the event of resignation or termination of services, LP will not be eligible for this benefit;
  - iv The bonus shall not be granted to staff members who have been terminated under the provisions of SR 8.2.2 (a) to (i) and 9.9.4; and
  - v Recognition will be made for every five years of continuous service rendered to the Institute. Staff members will receive certificates of service and other awards, as determined by the DG on an annual basis.

*EXPLANATION*

*SR 2.11.3, 4.2.8 and 4.3.5, and RS I.4.8, II.6 and III.6 have been merged. This rule also incorporates article 63 of the RPGD.*

**4.8 Leave without pay:** The DG may grant leave without pay to a staff member to provide temporary technical services to a member government or international agency if he/she determines such service is in the best interest of the Institute. Such leave shall not exceed one year. Special leave without pay may be granted by the DG only when it serves the Institute's aims, and as specifically stated in these Staff Rules and in the PM. In the case of Local Personnel, this leave shall be granted as provided for in the labor laws of the countries in which they provide their services.

*EXPLANATION*

*SR 3.4.2 and 6.4 have been merged.*



**4.9 Maternity or paternity leave:** By submitting the corresponding medical certificate or legal document, personnel shall be entitled to paternity or maternity leave pursuant to the following provisions:

- a. IPP:
  - i The DG shall grant twelve calendar weeks of full-pay leave, of which six weeks may be taken before the estimated time of birth;
  - ii In the case of adoption, the DG shall grant twelve calendar weeks following the formalization of the process;
  - iii After the period of maternity leave, the staff member may take any vacation time she has accumulated to date;
  - iv While the staff member is on maternity leave, no time will be accumulated towards annual vacation; and
  - v Mal staff members shall be granted a paternity leave of three working days with pay as of the date their spouse gives birth or the adoption process has been formalized.
- b. LP: Provisions for maternity and paternity leave shall be determined by national laws on birth or adoption. If the country has no legislation on this topic, the provisions for IPP shall apply.

*EXPLANATION*

*SR 4.2.14 and RS 1.4.12 have been merged. This updated rule includes provisions for LP and incorporates the topic of paternity leave, which is addressed in the PM but is not covered by the current SR.*

**4.10 Sick leave:** Personnel who, because of illness or accident, are prevented from performing their work or who cannot report for work because of measures taken for public health reasons, shall be entitled to sick leave pursuant to the following provisions:

- a. IPP:
  - i All sick leave must be approved by the corresponding Director;
  - ii Staff members holding short-term appointments may be granted sick leave at the rate of two working days per month of service;
  - iii For the duration of their contract, IPP shall have the right to sick leave up to a maximum of three months on full salary, and sick leave up to sixth months on half salary during any period of twelve consecutive months;
  - iv Staff members shall be responsible for informing their supervisors as soon as possible of their absences due to illness or injury;
  - v Except with the authorization of the DG, no staff member may be granted sick leave for a period of more than three consecutive working days, unless he/she presents a medical certificate to the effect that he/she is unable to perform his/her duties, and stating the nature of the illness and the probable duration of the absence. This certificate shall,

except in circumstances beyond the control of the staff member, be presented immediately upon his/her return to duty; and

- vi Sick leave shall be granted by the respective Director to a staff member who falls sick for more than 3 consecutive working days during vacation.
- b. LP: Sick leave shall be granted as provided for in local laws and in the PM.

*EXPLANATION*

*Corresponds to SR 4.2.13. Point b is new and acknowledges the fact that this leave also applies to LP, pursuant to local laws.*

**4.11 Leave due to death in the family:** Five paid working days of leave shall be granted to a staff member for the death of immediate, close family members (spouse, children and parents); any additional days shall be considered vacation time. In the case of LP, if the local labor laws allow for a greater amount, they shall take priority over this rule.

*EXPLANATION*

*Corresponds to SR 6.6.*

**4.12 Leave for marriage:** Three paid working days of leave shall be granted to a staff member, to be taken immediately after his/her marriage. Any additional time shall be considered to be vacation time. In the case of LP, if the local labor laws allow for a greater amount, they shall take priority over this rule.

*EXPLANATION*

*Corresponds to SR 6.7.*

### **4.13 Benefits related to the death of personnel**

**4.13.1 Repatriation of mortal remains:** In the event of an IP staff member's death during his/her appointment, the provisions set out in 4.14.4 shall apply for recognized dependents. IICA will cover the cost of repatriation of the mortal remains of the IP staff member or any recognized dependents.

*EXPLANATION*

*SR 8.11.2 and 8.13.1 have been merged.*

**4.13.2 Repatriation arrangements:** In accordance with the pertinent legislation in each country, and the Basic Agreements, the Institute shall request that the recognized dependents living with the staff member remain at the duty station for a reasonable length of time, in order to facilitate repatriation to the official place of residence.

*EXPLANATION*

*SR 8.13.4 has been moved to this section.*

**4.13.3 Death during travel:** In the event of death of an IP or LP staff member while on official travel, IICA shall cover the repatriation of mortal remains to the staff member's recognized country; in cases where the family requests repatriation to another country, IICA shall be responsible only for the costs equivalent to repatriation to the recognized country. IICA shall also cover any medical expenses that the staff member may have incurred somewhere other than his/her duty station, in those cases in which they are not covered by the insurance policy.

*EXPLANATION*

*SR 8.13.2 has been moved to this section.*

**4.13.4 Accompanying mortal remains:** A member of the staff member's family or an IICA staff member will accompany the remains back to the official place of residence. IICA will cover the companion's travel expenses.

*EXPLANATION*

*SR 8.13.3 has been moved to this section.*

## **4.14 Additional emoluments for IPP:**

**4.14.1 Remuneration:** Total remuneration for IPP shall consist of a salary and social security system that includes provisions for health protection, maternity and paternity leave and compensation in the event of accidents or death. Benefits and allowances shall be granted based on individual circumstances and the classification of the position, in accordance with the provisions established in these Rules. They will be granted to a staff member only for the period in which he/she qualifies and at no time will benefits and allowances be considered a part of the basic salary.

*EXPLANATION*

*Incorporates SR 4.1.3 and RPGD 50.*

**4.14.2 Allowance for recognized dependents (family subsidy):** Any IP staff member who satisfies the DG that he/she has a dependent spouse and/or children, shall be entitled to an annual dependency allowance, under the following conditions:

- a. The benefit shall be granted for no more than four direct dependents;
- b. Claims for dependency allowances shall be submitted in writing to the DG, along with the supporting documentation; and
- c. Allowances for recognized dependents shall be paid for a:
  - i Dependent spouse, in other words, in a union formalized by legal marriage or based on legal evidence in writing, demonstrating a continuing recognized

relationship involving financial support. No spousal allowance shall be paid when both spouses are IICA staff members; and

- ii Dependent child, which for this purpose shall be a staff member's unmarried child under the age of eighteen years or, if the child is a full-time student of a school or university (or similar educational institution), under the age of twenty-five years. This claim must be supported by a birth certificate or legal evidence attesting to the adoption or guardianship of the dependent. If a child is totally and permanently disabled, the aforementioned school attendance and age requirements shall be waived, as long as certification of the continued provision of support is provided.

*EXPLANATION*

*Incorporates SR 4.2.2 and RS 1.4.*

**4.14.3 Educational allowance:** IPP shall receive an allowance to help defray the educational costs of their dependent children under the following conditions:

- a. At the request of the staff member, this allowance shall be paid for dependents between five and twenty-five years of age who are enrolled as full-time students in an educational institution. The claim must be accompanied by the supporting documentation from the educational institution; and
- b. This allowance shall be payable up to the end of the school year in which the child completes five years of post-secondary studies or is awarded the first recognized degree, whichever occurs earlier. The grant will not be payable beyond the school year in which the child reaches the age of twenty-five years. If the child's education is interrupted for at least one school year by national service, illness or other compelling reasons, the period of eligibility shall be extended by the period of interruption.

*EXPLANATION*

*Incorporates SR 4.2.3 and RS 1.4.2, simplifying the wording.*

**4.14.4 Relocation allowance:** The Institute shall pay the expenses for travel and the transportation of personal effects in the case of the appointment, transfer or repatriation of IPP, in the following manner:

- a. Travel for the IPP and their recognized dependents, by the most direct air route to the new duty station; and
- b. Payment of a sum calculated in accordance with the procedures stipulated in the PM, to help to defray:
  - i. costs for transporting personal effects and household goods; and
  - ii. special costs incurred immediately upon arrival at the new duty station and for a period of no more than thirty days.

*EXPLANATION*

*Taken from SR 8.11.1 and RPGD 52.*

**4.14.5 Settlement allowance:** The Institute shall pay settlement expenses at the time of the appointment, transfer or repatriation of an IP staff member in the following manner:

- a. An IP staff member, at the time of appointment or upon transfer to a new duty station, shall receive a settlement allowance for him/herself and for no more than four dependents, when the staff member is expected to be at the new duty station for at least one year and the dependents join him/her there within six months of the date of commencement of duties and remain there for at least six months. This allowance shall represent the total contribution for the special expenses that the IP staff member and his/her dependents must incur immediately upon arrival to a new duty station and for no more than thirty days;
- b. The settlement allowance shall be paid to IPP according to the classification of the position and taking into account the amount of per diem allowance applicable to the new duty station. Payment shall be as follows:
  - i. the employee shall receive the equivalent of thirty days per diem allowance;
  - ii. the spouse and up to a maximum of three children shall receive fifteen days of per diem allowance, as long as they arrive with the IP staff member or join him/her within the first thirty days; and
  - iii. dependent children under twelve years of age shall receive the equivalent of half of the per diem allowance.
- c. Dependents who meet the abovementioned requirements and do not arrive during the established thirty-day time limit, but arrive within the first six months, shall receive the equivalent of half of the aforementioned per diem. After that time, all rights to the allowance will be forfeited;
- d. The same per diem allowance applied to the IP staff member on assuming his/her duties, shall be used for purposes of calculation;



- e. In individual exceptional cases, the Director General may increase the periods established in subsections i. and ii. above up to a maximum of sixty and thirty days, respectively, for a duty station, if the request is justified in writing by the IP staff member and the Representative in the country, informing the Executive Committee of such actions; and
- f. The Director General may, in individual exceptional cases and at his/her discretion, authorize payment of all or part of the settlement allowance, in cases where the Institute is not required to pay the travel expenses of a staff member recruited internationally, informing the Executive Committee of such actions.

*EXPLANATION*

*Incorporates and simplifies the wording of RPGD 52, SR 4.2.4 and 8.11.1, subsection c and RS 1.4.3.*

**4.14.6 Difficult mission allowance (salary and allowances during mission assignment):** The Institute shall issue a subsistence allowance for difficult missions, which shall not exceed 25% of the basic salary of the staff member, based on data provided by the International Civil Service Commission.

*EXPLANATION*

*Incorporates SR 4.2.7 and RS 1.4.7, updating and simplifying the text. The term “special” mission has been changed to “difficult” mission.*

**4.14.7 Home leave:**

**4.14.7.1 Home leave rights:** Eligibility for home leave shall apply only to IPP and their dependents. The right to home leave is acquired after a two-year appointment period has been served and a contract continuation for at least one more year has been accepted.

*EXPLANATION*

*Incorporation of SR 6.8.1 and 6.8.3.*

**4.14.7.2 Granting of home leave:** Home leave is a benefit offered to IPP and their dependents, enabling them to renew family ties and visit their official place of residence (SR 2.8) with a certain frequency. No special leave shall be granted for this purpose. Annual vacation under the provisions of SR 4.6.1 is to be used.

*EXPLANATION*

*Taken from SR 6.8.2.*

**4.14.7.3 Limitations on home leave rights:** No compensation shall be authorized in place of home leave, if the term expires before the leave has been used. Home leave rights are forfeited if they are not used during the two-year period following the date that they enter into effect.

*EXPLANATION*

*Taken from SR Article 6.9.*

**4.14.7.4 Home leave for travel to a different country:** The DG may grant home leave for travel to a country other than the staff member's official place of residence, when for security reasons it may not be advisable to travel to that country. This trip shall be granted to any qualifying IP staff member instead of home leave and the costs shall not exceed the equivalent costs for home leave.

*EXPLANATION*

*This new rule enables travel to a different country when there is instability in the recognized country of residence.*

**4.14.7.5 Home leave travel for dependents that are studying:** A round trip shall be authorized every two years for dependent children who are studying away from their IPP parent's duty station. This trip will be granted in place of the home leave to which the dependent is otherwise entitled, and the costs shall not exceed the equivalent costs of the home leave travel.

*EXPLANATION*

*This is taken from SR 6.12.*

**4.14.8 Retirement and pension plan:**

- a. IPP are entitled to participate in the Retirement and Pension Fund of the Organization of American States (OAS/RPF) or, with the written permission of the DG, in the OAS 401(m) Plan, in accordance with their rules. However, they may elect to instead participate in the OAS Provident Plan, in accordance with its rules.
- b. The enrollment of all IPP in the Retirement Plan or the 401(m) Plan shall be as follows:
  - i. Their participation shall begin on the date of renewal of the employment contract that establishes their eligibility, if that date falls on the first of the month. In all other cases, participation shall begin on the first of the month following the date of the employment contract that establishes their eligibility; and
  - ii. The IP staff member shall contribute 7% of the pensionable remuneration level of his/her salary level to the Plan and the Institute shall contribute 14% of the same amount.
- c. The enrollment of IPP in the Provident Plan shall be as follows:
  - i. Participation starts on the date of appointment; and
  - ii. The staff member shall contribute 5% of the pensionable remuneration level of his/her salary level to the Plan and the Institute shall make a matching contribution of 5%.

- d. At the end of their tenure, all persons who have held the post of DG shall receive an annual pension equal to 45% of their annual basic salary, and payable monthly, provided that they have reached sixty-five years of age on completing their term as Director General.
  - i. In the event he/she is less than sixty-five years of age on leaving that Office, the annual pension shall be computed by taking the amount the person would receive at age sixty-five, multiplied by the years of life expectancy for a person sixty-five years old (the dividend), and dividing it by the DG's life expectancy, according to his/her age upon leaving Office (the divisor). The resulting quotient will be the annual amount of the pension. Tables periodically published by the United States National Center for Health Statistics shall serve as a basis for determining life expectancies.
  - ii. In the event that, for health or other reasons that the IABA deems justified, the DG retires from Office prior to the expiration of the term for which he/she was elected, he/she shall receive a pension equal to one fourth part of that to which he/she would have been entitled had he/she served four years in Office, for each year or fraction of a year not less than six months that has passed since the date on which he/she was elected. This pension shall not be granted if the DG resigns for reasons of personal convenience, nor shall it be increased in the event he/she is re-elected.
  - iii. The surviving spouse of the DG shall receive, so long as he/she does not remarry, a pension equal to one half of what the DG would have received were he/she alive, provided the widow(er) has reached sixty years of age. If at the time of the death of the DG, the surviving spouse is less than sixty years of age, the surviving spouse's pension shall be calculated in the manner provided for in subsection (i) above, in accordance with the tables mentioned therein, but using sixty as the basis and reducing the amount by half.
  - iv. If, on his/her death, the DG leaves behind surviving children less than eighteen years of age, the IABA shall determine the appropriate action in each case. Under no circumstances shall any benefit be granted that would exceed the amount granted as pension to the surviving spouse of the DG, as stipulated in subsection (iii) above.
  - v. In the event that the DG is removed from Office, the IABA will determine the actions to be taken with regard to his/her rights to a pension.
  - vi. Where a DG has also participated in the OAS/RPF, the Provident Fund or the 401(m) Plan, his/her pension under this section shall be reduced by the quotient derived from dividing the total institutional contribution for the period during which he/she held the position of DG and which he/she received upon retirement or separation from IICA, by his/her years of life expectancy as of the date of retirement or separation from IICA. The deduction established in this subsection shall be made during the period that corresponds to the Director General's life expectancy.
  - vii. An individual elected to the post of DG and who is also a participant in the OAS/RPF, the Provident Plan or the 401(m) Plan must immediately end his/her

participation in that Fund and request the payment of his/her benefits in accordance with the relevant provisions of the Fund.

**EXPLANATION**

*Incorporates and simplifies the wording of SR 4.2.9, subsection b; RPGD 18 and RS 1.4.9. Please note the mention of the OAS 401(m) Plan, which is a plan established for the OAS General Secretariat. Some IPP, most of them U.S. citizens in positions of trust, are participating in the plan, with the permission of the OAS Secretary General. The cost for staff and for the Institute itself to participate is the same as the cost to participate in the Retirement and Pension Fund.*

**4.14.9 Group insurance plan:** Having considered the options available on the market, a Group Insurance Plan shall be provided for the IPP of the Institute. At minimum, the Plan shall contain the following: life, health and worker’s compensation insurance. The package may also offer disability insurance, as well as life, dental and automobile insurance. The distribution of costs for these plans are as follows:

Insurance benefit	% Premium paid by IICA	% Premium paid by the staff member
1. Benefits provided for and administered by IICA, which pays for all or a portion of the premium:		
a. Basic life insurance and accidental death	50	50
b. Workers’ compensation	100	0
c. Health insurance	50	50
2. Benefits provided for and administered by IICA, with staff members responsible for payment of the total premium:		
a. Prolonged disability insurance	0	100
b. Additional accidental death insurance	0	100
c. Additional life insurance	0	100
d. Dental insurance	0	100
e. Automobile insurance	0	100

**EXPLANATION**

*Reproduces and restructures RS 1.4.11, eliminating homeowners insurance, which has not been offered for the last 20 years.*

**4.14.10 Merit bonus:** IP staff members are eligible to earn a merit bonus, as defined in the merit system established in Article 5.7 of these Rules and in the PM.

*EXPLANATION*

*Based on SR 4.2.10.*

**4.14.11 Reimbursement of income tax:** Staff members who are citizens of Member States shall be reimbursed for income taxes owed on income from the Institute, provided that the Member State reimburses the Institute for those expenditures associated with the tax reimbursement. This reimbursement will be in accordance with the Basic Agreement signed between the Institute and the respective Member State.

*EXPLANATION:*

*Incorporates SR 4.2.11 and RS I. 4.10.*

**4.14.12 Modification of benefits for an IP staff member married to another IP staff member:** If two International Professional Personnel members marry, the benefits and allowances that they were entitled to up to that time shall be modified in accordance with the corresponding provisions of these Rules and the PM.

*EXPLANATION*

*Taken from SR 2.9.2.*

## **4.15 Emoluments and additional payment for LP**

**4.15.1 Social security and insurance system:** LP shall participate in the social security and insurance system of the countries in which they are serving. If a Member State has no social security and insurance system, the Institute shall provide the corresponding employer's contribution for each country, as stipulated in the PM.

*EXPLANATION:*

*Incorporates SR 4.3.1 and 4.4. and RPGD Article 51.*

### **4.15.2 Insurance coverage:**

- a. LP shall be covered by basic life insurance, valuing no less than USD 4,000, and additional coverage financed jointly by the Institute and the staff member will also be available.
- b. LP who must travel on an official mission outside of the country of their duty station shall be covered by the Institute's insurance plans for the duration of their mission.

*EXPLANATION*

*Incorporates SR 4.3.7 and RS 2.8 and 3.8.*

**4.16 Other benefits:** Staff members shall enjoy other benefits to which they are entitled under the provisions or rules issued by the competent bodies of the Institute.

*EXPLANATION*

*Taken from RPGD 53.*

## **Chapter V. Human Resource Development**

## **5.1 Promotion of staff:**

**5.1.1** A promotion shall be understood to be: (i) advancement to a higher level in the category of one's current position or to a higher category; and (ii) promotion to a position of trust. When a staff member is required to temporarily assume the duties of a position in a higher classification grade, in accordance with SR 4.3, this shall not be considered a promotion.

### *EXPLANATION*

*The first sentence incorporates subsections a and b of SR 5.3. Subsection c was eliminated, given that it refers to temporarily assuming the duties of a higher classification as a promotion, mistakenly interpreting this as the right to a permanent promotion. Therefore, the second sentence was added.*

**5.1.2** The Institute shall encourage the promotion of staff to higher positions, provided that the individual has the required competencies.

### *EXPLANATION*

*This is a simplified version of SR 5.3.2.*

**5.1.3** Any LP staff member who is appointed as an IP staff member shall request the payment of the severance package established in his/her work contract, pursuant to the applicable labor legislation. In these cases, the Institute will not guarantee that the staff member will be rehired as an LP staff member once the contract as an IP staff member has concluded.

### *EXPLANATION*

*New article that is being incorporated to regulate what has become a current institutional practice.*

## **5.2 Relocation:**

**5.2.1** In order to enable a staff member to broaden his/her experience and knowledge, the Institute shall encourage lateral movement and rotation of staff members to other positions of the same category and grade within the organization.

### *EXPLANATION*

*This is SR 5.4.1, which is implemented in accordance with RPGD 35.*

**5.2.2** A staff member must possess the necessary requirements for the position to which it is proposed that he/she be reassigned.

### *EXPLANATION*

*Taken from SR 5.4.2.*



**5.3 Temporary assignment of other duties:** A staff member may be temporarily assigned other duties in the interest of service or to determine his/her capacity to perform another type of work. In this case, the duties assigned temporarily are normally at the same level as the position that the person currently holds. For local personnel, temporality shall be defined in each case by the labor laws of the corresponding country.

*EXPLANATION*

*SR 5.5 was simplified and the word “normally” was added to account for the fact that in emergency situations it may sometimes be necessary to assign duties of a position at a higher level.*

**5.4 Activities for staff development outside of the Institute:**

**5.4.1** Based on a specific agreement or contract, the Institute may allow a staff member to provide services to another Institution or Member State. The duration and payment for this service shall be established in the respective agreement or contract beforehand. The person will continue to be a member of the Institute staff during the period of secondment.

*EXPLANATION*

*Taken from SR 5.6.*

**5.4.2** In order to build the capacities of staff and in accordance with the provisions of SR 3.2.8, the DG may authorize staff to occupy unpaid positions in professional associations and scientific and public interest societies related to IICA’s activities in the Member States.

*EXPLANATION*

*SR 5.7.1 and 5.7.2, which establish that the authorized person shall not receive additional pay for this position, have now been incorporated into SR 3.2.8.*

## 5.5 Performance evaluation:

**5.5.1** At least once per year, and based on best practices, a performance review and evaluation shall be conducted for each staff member, including persons in positions of trust. The individual performance evaluation shall be based on objective criteria, including technical and administrative abilities, and the achievement of predefined results, which enable the different operational units or the wider Institute to meet their objectives. The appraisal determines the efficiency of staff members, their shortcomings, as well as their actual and potential capabilities. It must also include constructive recommendations to address any shortcoming identified.

### EXPLANATION

*Incorporates and merges SR 1.7.1 (f) and 5.8.1; and RPGD 39. The stipulation in SR 1.7.1 that the Trust Staff appraisal be conducted every two years has been changed to one, in keeping with appraisals for other categories of staff. The text has been modified to reflect modern practices regarding the implementation and use of performance reviews. There was an inconsistency between RPGD 39 and SR 5.8.1, with the former indicating that reviews should be biannual and the latter indicating that they should be annual. The inconsistency has been eliminated by integrating RPGD 39 and SR 5.8.1 into this updated document.*

**5.5.2** A supervisor may conduct an ad-hoc performance evaluation of a staff member at any time, whether on his/her own initiative or at the request of the staff member. This ad-hoc appraisal may be conducted at any time, except during the period beginning sixty days prior to the annual performance evaluation and ending sixty days after the annual evaluation.

### EXPLANATION

*Taken from SR 5.8.2, with some editing to standardize terminology.*

**5.5.3** A staff member's performance evaluation results will be one of the criteria used to inform decisions on salary increases for merit; promotion; transfers; continuance or termination of appointment or contracts; development of personal improvement plans; as well as to recognize outstanding performance, in accordance with SR 5.7.

### EXPLANATION

*Incorporates SR 5.8.3 and 5.8.4, as well as includes a reference to merit bonuses, as established in SR 5.7.*

**5.5.5** In accordance with the procedures established in the PM, staff members should be informed promptly about the results of their evaluations.

### EXPLANATION

*This is SR 5.8.5. The sentence giving the staff member the right to disagree with the evaluation has been eliminated, because that right is explained in greater depth in Rule 5.5.8 of the proposed SR, as seen below.*

**5.5.6** Prior to leaving their position for any reason, staff members with supervisory responsibilities are required to evaluate all staff under their supervision.

*EXPLANATION*

*Taken from SR 5.8.7.*

**5.5.7** An unsatisfactory performance evaluation is grounds for termination of an appointment and termination under SR 8.2.2 (g). A performance appraisal is unsatisfactory if any factor of the staff member's performance is rated as "unsatisfactory"; if a factor which has been rated at a level below satisfactory on the prior performance evaluation is again rated at the same level; or if two or more factors are rated below the satisfactory level.

*EXPLANATION*

*Taken from SR 5.8.8.*

**5.5.8** Any staff member that disagrees with his/her evaluation must indicate this disagreement to his/her supervisor in writing within fifteen days of being informed of the results. If the supervisor does not adjust the appraisal to the staff member's satisfaction, the statement of disagreement will be attached to the staff member's file, at his/her request, and that individual may request a hearing, in accordance with the provisions of Chapter IX of these Rules.

*EXPLANATION*

*Incorporates SR 5.8.6 and 5.8.9 with respect to disagreement with the results and the required course of action. It also simplifies the process. Instead of establishing a parallel process to review and appeal the evaluations that are being challenged, the new text establishes that the process will be the same process established in Chapter IX, for the resolution of all work conflicts. In other words, the affected individual must first have a conversation with his/her supervisor. If the results are not satisfactory, he/she may request a hearing with the DG, and should the results be also unsatisfactory, may proceed to Reconsideration. If the complainant is an IP staff member and he/she is not satisfied with the Reconsideration process, he/she may appeal to the OAS Administrative Tribunal. If the staff member is an LP, he/she may appeal to the competent local courts. In some cases, local laws permitting, the complainant may skip the reconsideration process and jump directly to the competent local courts.*

**5.6 Training:**

**5.6.1** The Institute shall provide or facilitate the appropriate training of staff, when deemed necessary to improve their skills and performance.

*EXPLANATION*

*Reproduces and incorporates SR 4.2.15, 4.3.8 and 4.4.8, RS I.4.5, II. 9, and III. 9.*

**5.6.2** The DG may grant special leave to staff members, for the purpose of pursuing professional training to improve their performance and capacity to serve the Institute, in accordance with its needs. Special leave for professional training shall normally be without pay. However, in lieu of pay, the DG may grant the staff member an allowance of up to 50% of the staff member's basic salary, if the DG determines that, pursuant to published guidelines, this is in the Institute's interest.

*EXPLANATION*

*Transfers and incorporates SR 6.5 and RPGD 49.*

**5.6.3** An IP staff member may use home leave for further professional training, once the staff member has accumulated the right to the leave in accordance with SR 4.14.7.

*EXPLANATION*

*This is SR 6.13.*

**5.7 Merit system:**

**5.7.1** The Institute's salary system shall be accompanied by a merit system that includes an incentive awarded to staff who demonstrate above average performance and self-development, thereby providing staff with an incentive to continue to improve their performance. This equips the Institute with a mechanism to award staff, other than by promotion.

*EXPLANATION*

*Transfers and simplifies RS I.2 and in keeping with common practice, extends this incentive to all staff.*

## **Chapter VI. Staff Association**

**6.1 Staff Association:** In order to maintain constant contact between the staff and the DG, there will be a Staff Association, whose members shall be staff members of the Institute. The officers of the Association may make proposals and discuss them with the DG or with the DG's designated representative, concerning all matters of common interest to the staff or that affect staff working conditions and general well-being.

*EXPLANATION*

*Incorporates SR 7.1.1 and RPGD 54.*

**6.2 Officers of the Staff Association:**

**6.2.1** Officers on the Board of the Staff Association shall be elected in accordance with the rules adopted by the Association and approved by the DG.

*EXPLANATION*

*Corresponds to SR 7.2.2.*

**6.2.2** Staff members in positions of trust cannot serve or be nominated to serve on the Board of the Staff Association, and so as to avoid any conflict of interest, acceptance to serve as an officer of the Association would imply immediate resignation of the aforementioned staff member from his/her position and separation from service.

*EXPLANATION*

*Simplifies the wording of SR 7.2.1 and establishes separation from service as a consequence of non-compliance with this rule.*

**6.3 Use of official time and IICA facilities**

**6.3.1** The DG shall authorize the officers of the Association to make reasonable use of time during work hours and IICA facilities to carry out their duties in connection with the Staff Association. The amount of time and the facilities must be specifically authorized beforehand by the DG.

*EXPLANATION*

*Corresponds to SR 7.3.1.*

**6.3.2** On those occasions when the Board of the Association wishes to hold an Assembly during working hours—whether in person or virtually—prior authorization for the use of IICA facilities and for the corresponding staff members to interrupt their work duties will be needed.

*EXPLANATION*

*Corresponds to SR 7.3.2.*

**6.3.3** When members of the Board of Directors of the Staff Association work in a duty station away from the Institute's Headquarters, their participation in Board meetings shall be virtual. In exceptional cases in which their physical presence may be required, the DG shall authorize the individual's travel and/or use of an Official Travel Document.

*EXPLANATION*

*Corresponds to SR 7.3.3.*

**6.4 Facilities and guarantees for the Staff Association:**

**6.4.1** The DG shall endeavour to give staff members reasonable facilities to carry out their duties in connection with the Staff Association.

*EXPLANATION*

*The wording of SR 7.4.1 has been generalized to include even those staff members working outside of Headquarters.*

**6.4.2** Disciplinary or other measures shall not be taken against members of the Board of the Staff Association for opinions expressed or positions taken in the course of their duties in that capacity, unless in so doing they violate the Rules of Procedure of the General Directorate, Staff Rules, Financial Rules or other established rules and procedures in force in the Institute.

*EXPLANATION*

*Corresponds to SR 7.4.2*

## **Chapter VII. Official Travel**



**7.1 Official travel:** Official travel—to provide assistance to national or international agencies or IICA offices in the countries, to attend conferences or meetings, or to directly attend to matters related to IICA’s aims—must be previously authorized by the DG or the official indicated in the PM. Moreover, travel for purposes of hiring, transfer, additional professional training, repatriation and home leave are also considered to be official travel.

*EXPLANATION*

*Corresponds to SR 8.1, except that instead of specifying that the Deputy DG and the Representatives are authorized to approve travel, the new text establishes that the DG is empowered to decide to whom he will delegate this authority, if he/she so chooses. The text of the existing Rules is not consistent with RPGD 7 that grants the DG authority to “delegate functions” or with RPGD 6(b) and Article 20 (b) of the Convention that give the DG the right to “determine the number of staff members and regulate their powers, rights and duties”. In accordance with the new text, the DG shall delegate the authority to approve travel in the PM. In any case, this textual modification is more a formality rather than a substantive change, because delegation of this authority in the PM would most likely be to the Deputy DG and some representatives in the countries.*

**7.2 Travel regulations:** Policies and regulations for official travel apply to all staff on official missions authorized by the DG.

*EXPLANATION*

*This is a simplified version of SR 8.3. The reference to “approved programs, projects or activities” in the existing Rules was considered superfluous and therefore eliminated, because according to SR 7.1, all official travel must be authorized by the DG or the official whom the DG so designates, in accordance with the PM.*

**7.3 Official travel document:** According to Article 15 of the OAS-IICA Agreement of 16 April 1974, IICA staff, at the request of the Institute, shall have the right to use the OAS Official Travel Document, in accordance with the rules in effect. The document serves to identify its bearers as IICA staff members and to facilitate their travel in line with the Institute’s interests. Use of the document for personal travel and unofficial purposes is prohibited and could result in its confiscation and the imposition of disciplinary measures. The DG is required to advise the Secretary General of the OAS of any anomaly in the use of the document by Institute staff.

*EXPLANATION*

*Incorporates SR 8.5.1 and 8.5.2.*

**7.4 Mode of transportation:** The mode of transportation for official travel shall be authorized in keeping with the guidelines established in the PM, taking into account the need for personal security and the most efficient and economic use of the Institute's human talent.

*EXPLANATION*

*Corresponds to SR 8.6, updated to reflect the need to consider personnel security.*

**7.5 Per diem expenses for international travel:**

**7.5.1** Staff members on official travel shall receive a per diem according to the guidelines established in the PM, which will be reviewed periodically to take into account and compensate for cost of living fluctuations in the corresponding countries.

*EXPLANATION*

*This is a simplified version of SR 8.7.1.*

**7.5.2** Staff on official travel will receive per diem allowances to cover food, accommodation and other expenses incurred, in accordance with the guidelines established in the Personnel Manual.

*EXPLANATION*

*Corresponds to SR 8.7.2. The procedure is transferred to the PM.*

**7.6 Per diem allowances and other expenses for national travel:** IICA will cover expenses for transportation, accommodation, food and other expenses incurred by staff traveling within the country of their duty stations, in accordance with official national per diem scales and the relevant guidelines established in the PM.

*EXPLANATION*

*Corresponds to SR 8.8. The procedure is transferred to the PM.*

## **Chapter VIII. Termination of Services**

## **8.1 Applicable conditions for separation from service:**

**8.1.1** Regardless of the reason for separation from service, the retirement and pension provisions established in the Rules herein shall apply and the benefits and indemnities shall be granted as follows:

- a. All IPP staff and their recognized dependents shall have the right to repatriation benefits, and if the staff member is participating in the Institute's health plan, he/she may opt to continue membership in the plan at his/her own expense, if the system in effect so allows;
- b. The IP staff member shall receive his/her rightful salary and subsidies up to the date of termination of the contract, as indicated in the termination letter;
- c. Cash payment for accumulated vacation time;
- d. LP shall be subject to the local labor and social security laws of the country in which they are providing their services.

### *EXPLANATION*

*This is a new article containing elements of RPGD 62 and incorporating SR 9.2.3, 9.3.1, subsections (i)-(iii), and 9.4.4. It is less confusing than the existing rules on this issue, which begin with a rule on termination for health reasons and then continue with rules on other types of termination, while also incorporating references to the rules on termination for health reasons.*

**8.1.2** The Institute shall offer special recognition to all international staff members whose services are terminated after completing a period of employment of at least two years. This recognition shall consist of a note of appreciation and a bonus, to be paid in accordance with the pertinent rules.

### *EXPLANATION*

*Taken from RPGD 63, which is further adjusted in the PM to include more information about the process to request the note and the bonus.*

**8.1.3** Recognition of services shall not apply to a staff member when:

- a. services are terminated during the first period of appointment (applicable to IPP);
- b. he/she abandons the post;
- c. he/she is dismissed for serious misconduct; or
- d. he/she has deliberately falsified information with a view to gaining employment with the Institute or has made false statements that could affect the Institute.

### *EXPLANATION*

*Taken from RPGD 64.*

## **8.2 Termination or rescission of appointment:**

**8.2.1** All temporary IPP appointments shall expire on the date specified in the letter of appointment. Moreover, the DG has the authority to terminate the appointment and services of any staff member, for the reasons provided in Rule 8.2.2. and in accordance with the procedures established in these Rules.

Termination of LP staff shall be consistent with local labor law requirements.

### *EXPLANATION*

*Combines and simplifies the wording of SR 9.5.1 and 9.2.2.*

**8.2.2** The DG may terminate the services of a member of staff for the following reasons, among others:

- a. Failure to fulfil the required services of the position occupied;
- b. Demonstrated contempt for or violation of the procedures, policies and regulations contained in the Rules of Procedure of the General Directorate, the Financial Rules, the Staff Rules and the various manuals of the Institute;
- c. Neglect of responsibilities and obligations specified in the job description attached to his/her letter of appointment;
- d. Habitual lateness, frequent unauthorized absences or abuse of sick leave privileges;
- e. Insubordination;
- f. Repeated negligence in addressing the written reprimands of immediate supervisors;
- g. When services rendered continue to be unsatisfactory, after having been informed of such through written performance evaluations;
- h. Deliberately false declarations made in the employment application process;
- i. Abandonment of his/her position or absence for three consecutive working days without authorization or notice;
- j. When he/she is an IP staff member that has reached the age of sixty-five years, pursuant to SR 8.6, or in the case of an LP, when he/she has reached the age that allows for his/her termination of employment due to age, according to the relevant national law, if it exists;
- k. Prolonged illness; and
- l. When it becomes necessary to eliminate a post, in accordance with Rule 8.4.1 of these Rules.

*EXPLANATION*

*Incorporates SR 9.5.2 and RPGD 58.*

**8.2.3** Termination causes, as detailed in Rules 8.2.2.h and 8.2.2.i., as well as other serious instances of misconduct highlighted in SR 9.9.2, release the Institute from payment of any indemnity obligations.

*EXPLANATION*

*Taken from SR 9.5.3 and to maintain consistency with the RPGD 58, it includes the statement releasing the Institute from payment of indemnity obligations to persons whose services have been terminated due to serious misconduct.*

**8.2.4** A staff member whose appointment is terminated under the provisions of Rule 8.2.2, subsections d through j, shall not be eligible for reemployment by the Institute.

*EXPLANATION*

*Corresponds to SR 9.5.5.*

**8.2.5** The termination of the employment of LP shall be consistent with the requirements of applicable local labor laws and the provisions of the PM, as established under the local labor laws of each country. If there is no local legislation governing termination of employment, the provisions set out in these Staff Rules will apply.

*EXPLANATION*

*The first sentence is taken from SR 9.5.1. Addition of the second sentence was necessary to establish applicable laws in the event that no such provisions exist in local labor laws.*

**8.2.6** If two staff members of the Institute decide to marry or to enter into a common law union, and if they both work in the same administrative unit or one is the immediate supervisor of the other, the Director General must decide if they may both continue working at the Institute.

*EXPLANATION*

*Taken from SR 2.9.1.*

**8.2.7** Staff separated from service pursuant to Rule 8.2.2 of these Staff Rules shall have the right to a hearing, as established in SR 9.3 or 9.9.3, as the case may be.

*EXPLANATION*

*The wording of SR 9.5.4 has been simplified, establishing two types of hearings (the right to be heard): one for routine disciplinary measures and another for summary dismissal due to serious misconduct.*

### **8.3 Summary dismissal:**

**8.3.1** The DG may summarily dismiss staff members due to serious misconduct, in accordance with the process established in SR 9.9. (i).

#### *EXPLANATION*

*Summary dismissal is only mentioned here as a category of termination. The definition of serious misconduct and details on the process have been transferred to Chapter IX, the new chapter on Disciplinary Measures. The sentence in SR 9.6.2, requiring that some persons accused of serious misconduct be given the opportunity to seek “professional counselling” prior to summary dismissal, has been eliminated, given that it is too ambiguous. Everyone has difficulties that could be classified as “personal problems”. What type of illness would justify a delay in the process and what does “professional counselling” mean? This provision, as it is worded in the current regulations, would allow any accused staff member to challenge the process for not giving them the opportunity to seek professional counselling prior to dismissal. Thus, the process could not be “summary”. This article incorporates Article 60 of the RPGD.*

### **8.4 Termination due to a reduction in personnel when a position has been eliminated:**

**8.4.1** The elimination of a position may occur due to changes, cutbacks, or reassignment of personnel, or to the reallocation of program budgets or reorganization.

#### *EXPLANATION*

*Incorporates SR 9.4.1 and RPGD 58(b).*

**8.4.2** The termination of an appointment resulting from the elimination of a position is a decision for the Director General.

#### *EXPLANATION*

*This is the first sentence of SR 9.4.2. The rest of the current rule was eliminated, as it indicates that greater preference should be given to Regular IPP who have been terminated, giving them the opportunity to fill other vacancies that may arise through reorganization, taking into account their competence, integrity and length of service. However, this category of personnel no longer exists at IICA.*

## **8.5 Resignation:**

**8.5.1** Resignation is understood to be when a staff member terminates his/her own appointment, by giving advance written notice to the DG or to his/her immediate supervisor.

### *EXPLANATION*

*The wording of SR 9.1.1 has been simplified and Article 61 of the RPGD has been incorporated.*

**8.5.2** When an international staff member refuses to accept a reassignment, without justified cause, his/her resignation is implicit.

### *EXPLANATION*

*Taken from SR 5.4. Please also take note of the new SR 3.8.4 in Chapter III referring to obligations. The term “without justified cause” has been added to be consistent with SR 3.8.4.*

## **8.6 Separation from service due to retirement:**

**8.6.1** An IP staff member shall not be retained in the service of the Institute beyond the age of sixty-five years, except when the DG considers it to be advisable. When a contract is granted to an individual based on this exception, this shall in no way interfere with the individual's rights and benefits under the different OAS Retirement Plans.

### *EXPLANATION*

*Corresponds to SR 9.7.1, which has been updated to reflect the existence of different OAS retirement plans available for IPP.*

**8.6.2** Local personnel are governed by the retirement and pension provisions contained in the social security and/or labor laws of the country in which they are providing their services.

### *EXPLANATION*

*Corresponds to SR 9.7.3.*

## **8.7 Termination of appointment for health reasons:**

**8.7.1** When the Institute initiates the separation of services of an IP staff member for reasons of physical or mental health, which result or could result in this employee's inability to perform his/her duties satisfactorily and efficiently, the DG on receiving a medical recommendation on the situation, will notify the staff member of the intent to terminate his/her services, in accordance with SR 8.9. The staff member shall receive payment of a severance package established under Rule 8.1. However,



if the contract of the IP staff member will expire within sixty days after the date of receipt of the medical recommendation, the original termination date will be maintained, and no additional letter of termination or advance notice shall be required.

*EXPLANATION*

*The wording of SR 9.3.1 has been simplified, given that the relevant benefits are explained in SR 8.1. This new rule also incorporates Article 59 of the RPGD.*

**8.7.2** Local labor laws shall apply in the case of the termination of the appointment of LP for health reasons.

*EXPLANATION*

*SR 9.3.2 has been simplified, as the relevant benefits have already been explained in SR 8.1.*

**8.8 Payment in the event of the death of a staff member:**

**8.8.1** In the event of the death of an IP staff member, payment of the corresponding benefits shall be made to the beneficiaries designated on the Declaration of Beneficiaries form that was previously submitted by the IP staff member to the unit designated in the PM. In the absence of this Declaration, payment shall be made to the duly authorized next of kin, in accordance with the relevant laws. In the case of LP staff, the Institute shall observe local labor law requirements.

*EXPLANATION*

*SR 9.10 has been simplified and updated to explain in greater detail the identification of beneficiaries and to include a provision for LP.*

**8.9 Lead time for separation of service:**

**8.9.1** International staff must advise the DG of their decision to resign, by providing no less than 30 days' notice. The DG may accept a shorter notice period in cases where he/she feels valid reasons exist. In the case of local personnel, the local labor laws of each country will apply to lead time for separation from service.

*EXPLANATION*

*Incorporates SR 9.1.1 and 9.1.2.*

**8.9.2** The DG shall notify IPP at least sixty days prior to the expiration date of their contract about whether or not the Institute intends to offer them a new appointment. If such notice is not given, it shall be understood that their employment will end on the scheduled date. Separation on completion of a contract shall not be considered a rescission of appointment, under Rule 8.2.1 of the present Staff Rules. No individual that has been summarily dismissed shall have the right to prior notice.

#### EXPLANATION

*Incorporates SR 9.11.1 and 9.6.4, simplifying the wording and eliminating the reference to IPP appointed before 1981, given that the Institute no longer employs any IPP that were appointed prior to that date. Article 59 of the RPGD has also been incorporated into this new version.*

**8.9.3** In the case of LP staff, the local labor laws of each country shall apply to notice required for separation from services. If they differ from the times stipulated in SR 8.9.1 and 8.9.2, the local laws shall take precedence.

#### EXPLANATION

*SR 9.11.2 has been drafted again to be consistent with the new text in 8.11.1 and 8.11.2.*

**8.10 Certificate for years of service:** On leaving IICA, staff members are entitled to receive a certificate signed by the DG, stating the length of time worked and what kind of work was done while at the Institute.

#### EXPLANATION

*Incorporates SR 9.8.1 and 9.8.2.*

**8.11 Letter of recommendation:** On leaving IICA, a staff member, upon written request addressed to the DG and according to the procedure established in the PM, will be given a letter of reference speaking to the quality of his/her work and personal performance. If they so desire, LP may request that the letter be from the IICA Representative in the country of their duty station.

#### EXPLANATION

*Corresponds to SR 9.9.*

### 8.12 Repatriation upon separation from service

**8.12.1** IPP and their recognized dependents shall be entitled to repatriation transportation upon the expiration of their last appointment with IICA.

#### EXPLANATION

*Incorporates SR 9.12.1 and 9.12.3.*

**8.12.2** In the event that an IP staff member qualifying for repatriation benefits requests repatriation transportation prior to the expiration or termination of his/her appointment, he/she should first present a resignation letter, in accordance with Rule 8.5.1 of the SR and the provisions of the PM.

#### EXPLANATION

*Corresponds to SR 9.12.2.*

## **Chapter IX. Disciplinary Measures, Reconsideration and Harassment**

## 9.1 General disciplinary measures:

**9.1.1** Disciplinary measures shall be imposed against staff for conduct that does not conform to the rules, executive orders and other published regulations of the Institute, or because of unsatisfactory work. Disciplinary measures for LP will be applied on the basis of local labor laws in each country, the Staff Rules and the Basic Agreements between the Institute and the Member States. In accordance with the above, local staff may not appeal to the OAS Administrative Tribunal, except in the cases established in Rule 9.7.14.

### *EXPLANATION*

*Incorporates SR 10.1.1, 10.2 and Article 55 of the RPDG and is a general text that applies to all categories of staff.*

**9.1.2** Disciplinary measures in ascending order of severity are as follows:

- i. oral admonition;
- ii. written admonition;
- iii. written censure;
- iv. suspension without pay or benefits;
- v. dismissal; and
- vi. summary dismissal.

### *EXPLANATION*

*Incorporates SR 10.1.2 and RPGD 56.*

**9.1.3** In accordance with the particular circumstances of each case and in addition to the measures established in Rule 9.1.2., the DG may take other remedial actions, which may include but are not limited to:

- a. Removing supervisory responsibilities;
- b. Transferring the sanctioned staff member, including to at a lower-level position, with less pay;
- c. Imposing a three-year suspension on the individual's eligibility for promotion, reassignment to other positions within the Institute, salary increases and/or other privileges and responsibilities;
- d. Requiring mandatory training paid for and not paid for by the Institute;
- e. Prohibiting application for reemployment or contracts with the Institute and/ or the right to enter the Institute's facilities for individuals who have been summarily dismissed; and
- f. Requiring payment of restitution to individuals harmed by the sanctioned conduct, and in accordance with Rule 9.1.4.

#### EXPLANATION

*This is a new rule on additional corrective measures, taken from best practices in other international organizations.*

**9.1.4** Any staff member who causes financial damage to the Institute through malice, culpable negligence or failure to observe the RPGD, the Financial Rules, the Staff Rules or any other administrative rules and provisions of the Institute, shall be held responsible and required to repay the Institute for the loss, in the amount determined by the DG and subject to the findings of an investigation conducted by the corresponding units, as stipulated in institutional rules.

#### EXPLANATION

*Taken from SR 3.3.*

### **9.2 The right to a hearing:**

**9.2.1** Every staff member shall be entitled to a hearing with respect to disciplinary measures taken or other administrative matters that may affect his/ her interests. The hearing shall be conducted in the presence of the DG or another Hearing Officer designated by the DG, in accordance with the provisions below and the PM, and may be in writing or verbally, face-to-face. In the event that the person requests a face-to-face hearing but cannot be present, the hearing may adopt a virtual modality, as established in the PM. The Institute shall not be held responsible for the travel expenses of an individual who has requested an in-person hearing.

#### EXPLANATION

*Incorporates SR 10.3.1 and 10.3.3., as well as RPGD 65. In keeping with modern practices and available technology, this rule now establishes the possibility of virtual hearings, via Teams, Zoom or other applications. It also allows the DG to designate a Hearing Officer to serve in his/her stead, which may not always be the Deputy DG, as is the practice in other public international organizations.*

**9.2.2** Before requesting a hearing with the DG, the staff member must first try to resolve the problem with his/her supervisor or other staff members higher up in the hierarchical structure of his/her organizational division or duty station.

#### EXPLANATION

*The wording of SR 10.3.4 has been simplified, establishing that all requests for a hearing be addressed to the DG.*

### **9.3 Hearing:**

**9.3.1** A request for a hearing on a disciplinary or other measure affecting a staff member's interests must be filed with the DG within twenty-one working days following the date on which the staff

member first received notice of that measure. The request must be in writing and must include an explanation as to why he/she considers the measure to be inappropriate.

*EXPLANATION*

*For greater clarity, SR 10.3.5 has been divided into three new rules: SR 9.3.1, 9.3.2 and 9.3.3.*

**9.3.2** The date stated on the document imposing the disciplinary measure shall be considered to be the date on which the staff member received such notice, unless he/she proves otherwise. In cases in which the staff member was not advised of the measure in writing, as in, by way of a letter given directly to him/her or by way of a regulatory provision notified to staff members – the notification date shall be considered to be the date on which the staff member was affected by the measure.

*EXPLANATION*

*For greater clarity, SR 10.3.5 has been divided into three new rules: SR 9.3.1, 9.3.2 and 9.3.3.*

**9.3.3** The Hearing process referred to in this rule must be exhausted prior to initiating the Reconsideration process, in accordance with Rule 9.7 of these Staff Rules, and in keeping with Article VI.1.(a) of the Statute of the Administrative Tribunal, failing which, as specified in this Rule, the right to seek recourse before the Administrative Tribunal in relation to this measure shall be revoked. IPP must exhaust the Hearing process to satisfy the requirements referenced in Article VI.1. (a) of the Statute of the Administrative Tribunal and the corresponding provisions of the Agreement between IICA and the OAS General Secretariat on the Tribunal's jurisdiction. Failure to do so will result in the loss of the right to seek recourse before the Tribunal. Similarly, an LP staff member seeking recourse before the courts of the country of his/her duty station must first exhaust the hearing process prior to pursuing the claim in those courts, provided that this requirement is not in conflict with the labor laws of the country of the duty station.

*EXPLANATION*

*For greater clarity, SR 10.3.5 has been divided into three new rules: SR 9.3.1, 9.3.2 and 9.3.3.*

**9.3.4** In cases in which the responsibility to conduct the Hearing has been designated to a Hearing Officer, the Officer shall present the corresponding report to the DG within 55 days of the date on which the request for a Hearing was submitted. The DG may extend the deadline for a reasonable period, due to major complications or other reasonable considerations, as established in the PM. The report must include conclusions and recommendations of the hearing, as well as the proven material facts and the legal grounds on which they are based. Within 5 working days of the submission of this report, the DG must decide if the measure is to be approved, modified or revoked and, within an additional 5 working days, must notify the relevant party or parties about the decision. The notification regarding the decision shall be in writing and shall explain the reasons, including the facts and relevant legal grounds on which they are based. If the staff member has not been notified of a decision within sixty-five days of submitting the written request for a hearing, the Hearing process shall be considered to be exhausted.

*EXPLANATION*

*This is a new article to specify the required time periods for the hearing process in cases when the DG has designated a Hearing Officer.*

**9.3.5** In cases in which the DG conducts the Hearing, he/she shall notify the interested parties of his/her decision to approve the measure, modify it or to revoke it, within sixty days of the request. The notification shall be in writing and shall be sent within five working days after the hearing, explaining the grounds for the decision. If the individual has not been notified of the decision within sixty-five days of filing the written request, the hearing process shall be considered exhausted.

*EXPLANATION*

*This corresponds to SR 10.3.6, which has been modified to allow a more achievable timeframe for the material facts to be investigated and the corresponding decision made. The experience of IICA and other organizations that have allocated less time to complete the hearing process has shown that thirty days is simply not a realistic timeframe and, in most cases, cannot be achieved. Thus, we feel it is more advisable to establish a time period that takes into account IICA's past experiences and capacity.*

**9.3.6** The Hearing described in Rule 9.3 and all of its subsections is not applicable to the Summary Dismissal process, which instead utilizes an expedited hearing, as set out in Rule 9.9.3.

*EXPLANATION*

*New article aligned with the Summary Dismissal process, which establishes a specific type of hearing for this measure.*

**9.3.7** No pressure whatsoever will be brought to bear on the affected staff member, or on any other person being examined concerning a given case, in the form of coercion, interference or partiality. No staff member shall seek the influence or support of any representative or unit of the Institute, or of any government, in matters affecting administration or discipline in the Institute.

*EXPLANATION*

*Incorporates SR 10.3.2 and RPGD 32.*

## **9.4 Protection of whistle blowers and participants in investigative processes:**

**9.4.1** Protection for whistleblowers is intended to guarantee that these individuals are able to fully exercise and enjoy their rights and maintain their working conditions without fear of retribution or threats.

*EXPLANATION*

*This rule and the following rules on whistleblowers are new. They are consistent with national and international best practices, which call for the adoption and enforcement of regulations to protect whistleblowers as a pre-requisite for other organizations' participation in IICA's programs and activities.*

**9.4.2** No person with the obligation to comply with the rules and regulations of the Institute may be forced to perform or ignore acts that violate these rules and regulations.

*EXPLANATION*

*See the explanation for Rule 9.4.1.*

**9.4.3** No person with the obligation to comply with the rules and regulations of the Institute may engage in any form of retaliation against anyone who, upon a genuine and reasonable belief, reports, assists in reporting, or is preparing to report evidence of misconduct, retaliation, actions, or other activities that violate the Institute's rules and regulations, or who cooperates or provides information during a hearing, investigation, or review of such misconduct, retaliation, actions or other activities.

*EXPLANATION*

*See the explanation for Rule 9.4.1.*

**9.4.4** Retaliation in and of itself constitutes serious misconduct which may lead to disciplinary measures, including dismissal and summary dismissal.

*EXPLANATION*

*See the explanation for Rule 9.4.1.*

## **9.5 Timeframe for filing complaints and limitation periods:**

**9.5.1** If neither these Rules nor any other Institute regulations expressly stipulate a prescribed time period beyond which IPP forfeit their right to file a complaint, then the right shall expire after twelve months have elapsed. This same time limitation shall apply with respect to the Institute's right to make claims regarding payments unduly made to IPP. The limitation period shall begin on the day that the rights are acquired or the incorrect payment is made.

*EXPLANATION*

*Taken from SR 3.11.1.*

**9.5.2** The term for disciplinary measures to be imposed against IPP shall be no more than four years, counted as of the date after the Institute first became aware of the causes thereof. It may be extended for up to twelve months in exceptional cases.

*EXPLANATION*

*Taken from SR 3.11.2.*



**9.5.3** LP must claim their rights within the time periods stipulated by the local laws of the country of their duty station. The Institute shall not recognize any claim for rights beyond the time specified in national laws. Similarly, the national laws shall also govern the Institute's right to make claims regarding payments unduly made to LP staff members. Where the national laws do not specify the applicable limitation period, the time periods established in Rules 9.5.1 and 9.5.2 shall apply to LP staff members.

*EXPLANATION*

*Taken from SR 3.11.3.*

## **9.6 Human Talent Advisory Committee (HTAC):**

**9.6.1** The DG shall establish the Human Talent Advisory Committee (HTAC), which shall be tasked with the following responsibilities:

- a. Advise the DG on regulatory provisions and disciplinary measures prescribed by these Rules, which should be imposed on staff whose work is unsatisfactory or who violate the provisions of these Staff Rules or other approved rules and regulations of the Institute;
- b. Lead the Reconsideration process; and
- c. Advise the DG on matters related to human talent management.

*EXPLANATION*

*Staff Rule 1.3, adopted in July 2004, established the Human Resource Advisory Committee (HRAC) to serve as a Reconsideration and Disciplinary Joint Committee (Reconsideration Committee) to advise the DG on disciplinary measures and other human talent matters. This new rule is taken from the first sentence of SR 1.3, changing the name of the committee to HTAC.*

**9.6.2** The HTAC shall have a minimum of three members, at least one of whom shall be a Headquarters' staff member appointed by the Staff Association. The other HTAC members and its Secretary shall be appointed by the DG, as established in the PM. Persons requesting a reconsideration process or accused of matters that fall within the purview of the HTAC may request that a member of the HTAC be replaced, if he/she satisfies the DG that there is a conflict of interest. The DG or the Staff Association, depending on the situation, will then select a corresponding replacement.

*EXPLANATION*

*The second sentence of SR 1.3, referring to the composition of the Committee, is reproduced, while maintaining the requirement stipulated in RPGD 57 and 67 that the Committee include a staff member appointed by the Staff Association. This new rule also incorporates SR 10.7.3, which allows an individual requesting Reconsideration to challenge the composition of the Committee.*

**9.6.3** The HTAC may select its own President and adopt its own regulations, provided that they are consistent with these Staff Rules.

*EXPLANATION*

*This is a new article, which gives the HTAC powers enjoyed by other advisory committees within the General Directorate.*

**9.6.4** The HTAC shall adopt its opinions and recommendations by majority vote and submit them in writing to the DG, within the time period specified in these Staff Rules, if applicable, or within the requested time period, as may be the case. Any member of the HTAC whose opinion differs from the majority may request that his/her dissenting opinion be included in the report presented by the majority.

*EXPLANATION*

*Incorporates SR 10.5.3 and 10.8.5.*

**9.6.5** The HTAC's recommendations are purely advisory.

*EXPLANATION*

*This is the second sentence of SR 10.7.1. The fact that the recommendations are not binding on the DG is consistent with the role of these advisory committees in other international organizations.*

## **9.7 Reconsideration:**

**9.7.1** Having first exhausted the hearing process, in accordance with Rule 9.3 or 9.9, a staff member may present a written request for reconsideration, explaining his/her reasons to the DG or to another officer designated in the PM, within twenty-one working days following the day on which he/she received notification of the decision being questioned. If the hearing does not take place within the time period established in these Staff Rules, the staff member may present this request for reconsideration within twenty-one working days of the date on which the hearing process is considered to be exhausted, pursuant to Rule 9.3.4 or 9.3.5, as applicable.

*EXPLANATION*

*For greater clarity, SR 10.6 has been divided into 3 rules—9.7.1, 9.7.2 and 9.7.3—and merged with RPGD 66. The wording has been adjusted to establish more clearly that the reconsideration mechanism applies to any measure taken by the General Directorate that may affect the contractual interests of the relevant staff member, but also to the imposition of disciplinary measures.*

**9.7.2** IPP must exhaust the reconsideration process in accordance with this rule in order to satisfy the requirements established in Article VI.1. (a) of the Statute of the Administrative Tribunal and corresponding provisions of the Agreement between IICA and the OAS General Secretariat on the Tribunal's jurisdiction. Failure to do so will result in the loss of the right to seek recourse before said Tribunal.

*EXPLANATION*

*For greater clarity, SR 10.6 has been divided into 3 rules—9.7.1, 9.7.2 and 9.7.3—and merged with RPGD 66.*

**9.7.3** LP staff members who wish to seek recourse before the courts of the country of their duty station must first exhaust the reconsideration process under this rule before taking their claim to the courts, provided that this does not contravene the labor laws in that country.

*EXPLANATION*

*For greater clarity, SR 10.6 has been divided into 3 rules—9.7.1, 9.7.2 and 9.7.3—and merged with RPGD 66.*

**9.7.4** The request for reconsideration shall not suspend implementation of the decision being questioned.

*EXPLANATION*

*Corresponds to SR 10.8.3.*

**9.7.5** The DG shall convene a meeting of the HTAC within five working days of receiving the reconsideration request.

*EXPLANATION*

*Taken from SR 10.8.1.*

**9.7.6** The affected staff member may act on his/her own behalf or through another staff member of the Institute, designated by way of a written document addressed to the President of the HTAC. Individuals outside of the Institute may not represent the complainant without the permission of the President of HTAC, who may choose to grant this request in certain circumstances to ensure that the process continues within the established time and without unnecessary complications.

*EXPLANATION*

*This is a modified version of SR 10.8.2, which reflects modern concepts regarding this process, which would allow a complainant to be represented by someone outside of the Institute, given that current regulations do not permit this.*

**9.7.7** The HTAC shall act as speedily as possible in reviewing the case. Normally, the procedure shall be limited to consideration of the written statement of the complainant and of the observations or verbal and written comments presented by the complainant and by the DG and his/her representative.

*EXPLANATION*

*Corresponds to SR 10.8.4.*

**9.7.8** Pursuant to Rule 9.6.5, the HTAC may submit its report to the Director General within sixty working days following the date on which it began to review the matter. The report may include conclusions and recommendations, along with the proven material facts and the legal grounds for these conclusions.

*EXPLANATION*

*Corresponds to SR 10.8.5 but modifies the time period for presentation of the report from fifteen to sixty working days. This is because 15 days is not a feasible or realistic time frame to hear from witnesses, examine evidence and prepare a report. Typical cases will require more time, particularly if one bears in mind the other responsibilities of the Committee members. The sixty-day period is more consistent with similar processes established in the OAS.*

**9.7.9** In exceptional cases, the time limit established in the foregoing subsection may be extended by the DG, who will notify the complainant and the HTAC of same.

*EXPLANATION*

*Taken from SR 10.8.6.*

**9.7.10** Within 2 working days after the HTAC has submitted its report to the DG, the staff member concerned shall be notified of this fact.

*EXPLANATION*

*Taken from SR 10.8.7.*

**9.7.11** The DG shall make a final decision within fifteen working days after the HTAC has submitted its report to him/her. Within three working days following that final decision, the staff member concerned shall be advised. The report must state the recommended decision, along with an explanation of the reasons, including the facts and legal grounds for the decision.

*EXPLANATION*

*This is a modified version of SR 10.8.8, which now includes the final sentence explaining the required content of the report.*

**9.7.12** If the affected staff member has not been notified about the final decision of the DG within 18 working days after the HTAC has submitted its report on the reconsideration process to the DG, the staff member shall be deemed to have exhausted the applicable procedures established in the regulations of the Institute. Thus, if the staff member is an IPP, he/she may then appeal to the OAS Administrative Tribunal, pursuant to Article VI, subsections 1 (a) and 3 of its Statute. Local staff members may take their claims to the courts in the country of their duty station.

*EXPLANATION*

*Merges SR 10.8.9 and RPGD 68, simplifying the wording.*

**9.7.13** If the affected staff member so wishes, he/she may request a copy of the report that the HTAC has submitted to the DG.

*EXPLANATION*

*This is a new rule. Providing the complainant with a copy of the report is an essential element of due process recognized by the OAS Administrative Tribunal.*

**9.7.14** When due process is made unavailable by IICA's claim of immunity from the jurisdiction of local courts in an employment-related complaint brought by a local staff member, the local staff member may appeal to the OAS Administrative Tribunal, in accordance with Article VI of the Statutes of the Tribunal, and pursuant to the terms of the special agreement between IICA and the OAS General Secretariat.

*EXPLANATION*

*This is SR 10.8.10.*

**9.7.15** Any reasonable time taken by those involved in the reconsideration process shall be considered as time devoted to their normal work duties. Thus, no vacation leave shall be deducted for this purpose.

*EXPLANATION*

*This is SR 10.9, modified to clarify the fact that time for "normal work duties" refers only to the time that any reasonable person in the same circumstances would devote to the reconsideration process.*

**9.7.16** The Human Talent Division shall provide administrative and technical services to the HTAC and to the complainant during the case.

*EXPLANATION*

*This is SR 10.8.11, adjusted to explain in greater detail what support the unit will lend to the process.*

## **9.8 Suspension during investigative and disciplinary proceedings:**

**9.8.1** When a staff member has been accused of serious misconduct, if the DG so decides, he/she may suspend the staff member during the investigation and while awaiting the completion of disciplinary procedures, for a period usually not more than three months. During this suspension, the staff member will still receive a salary and retain their rights; and this shall not be considered to be a disciplinary measure.

### *EXPLANATION*

*This is a new rule. Normally, the DG sends a person on what is known as “administrative leave”. However, the OAS Administrative Tribunal made a ruling that is more in keeping with due process, which stipulates that a specific rule be adopted for the suspension of individuals accused of misconduct. On that basis, the OAS adopted a rule to satisfy that requirement. This new rule, along with the ones that follow, is based on the OAS rule.*

**9.8.2** When a staff member is suspended pursuant to the foregoing subsection, he/she shall be notified in writing of the reasons for and the possible duration of that suspension.

### *EXPLANATION*

*See the explanation for SR 9.8.1.*

**9.8.3** The suspension of duties may forbid the staff member from entering the offices and other facilities of the Institute and may also deny him/her use of the available technology platforms to perform his/her duties.

### *EXPLANATION*

*See the explanation for SR 9.8.1.*

## **9.9 Summary dismissal:**

**9.9.1** Summary dismissal for serious misconduct implies immediate and final dismissal. The affected staff member will be suspended until the conclusions of the hearing established in Rule 9.9.3 have been obtained.

### *EXPLANATION*

*Merges SR 10.1.3 and Article 60 of the RPGD, adding a part of SR 9.6.1, including the hearing discussed in Article 9.9.3 of the draft SR, in accordance with due process.*

**9.9.2** Actions that are considered to be serious misconduct include the following:

- a. Neglect of duties;
- b. False character statements that are deliberately made and relate to employment;
- c. Any serious disregard for the established norms of behavior recognized by the Institute;
- d. Contempt for the terms of the loyalty oath;
- e. Immoral acts or being charged for a crime in the courts of the country of one's duty station;
- f. Any act of harm, slander or physical aggression against the Institute or its authorities or conduct intended to ridicule or discredit them;
- g. Any act or omission that may seriously endanger the interests and objectives of the Institute;
- h. Serious and/or continued harassment;
- i. Reprisal against persons that make claims that have been substantiated by the facts or that reveal or accuse others within the Institute of violating these Staff Rules, the Financial Rules and other regulations, codes, rules and policies of the Institute;
- j. Failure to abide by the provisions established in Rules 3.7.1 to 3.7.4; or
- k. Any other act or similar omission on the part of a staff member, which makes it evident that his/her continued service in the Institute would be unacceptable.

*EXPLANATION*

*Taken from SR 9.6.1 and including subsections a, b, e, h and i of Article 8.2.2 of these draft Staff Rules. Subsection j has been incorporated into SR 3.8.8. The wording has been modified to be consistent with the proposed regulations.*

**9.9.3** The summary dismissal procedure consists of organizing a hearing with the staff member accused of committing an offense and other persons related to the case, giving the accused staff member the opportunity to respond to the charges against him/her and to state why he/she should not be summarily dismissed. The DG, or another official that he/she has designated in accordance with the PM, will initiate the process by informing the accused person at least twenty-four hours in advance about the charges levelled against him/her. The DG or another official he/she may have designated for this purpose shall preside over the hearing. The hearing may be in person, virtual or in writing, and should give accused persons the opportunity to refute the charges and present evidence in their favor. Based on the hearing, the DG may order the summary dismissal of the staff member, refer the case to the HTAC for it to propose recommendations to impose a less severe penalty, proceed to terminate the services of the staff member or dismiss the charges. Except in exceptional circumstances, the entire process should last no more than five working days and the accused person shall be informed in writing about the corresponding decision within forty-eight hours after it has been taken. The decision must explain the reasons, including the facts and legal grounds for having taken it.

## EXPLANATION

*This is a new rule that is consistent with due process requirements. The expedited procedure gives the staff member the opportunity to be heard by the DG or another duly authorized official prior to a decision being taken to summarily dismiss the staff member. It also requires the decision to be in writing, explaining the basic facts and the law that supports the decision. It is partially based on a procedure currently in effect in the OAS.*

### **9.10 Harassment**

**9.10.1** Institute staff and their counterparts have the right to work in a harassment-free environment. The Institute shall adopt the relevant measures to foster this type of work environment and shall not tolerate behavior that fails to respect this right.

#### EXPLANATION

*The provisions of SR 10.10 only refer to sexual harassment. This new version of the rule speaks to harassment in general. Since the adoption of the current rule more than twenty years ago, courts and international organizations have recognized that other damaging forms of harassment exist in the workplace and should be prohibited. Therefore, they have adopted rules and policies that define harassment and established measures to tackle it, investigate it and to penalize it, when it does occur. Therefore, this section of the SR has been expanded to incorporate a series of rules for this purpose. The following rules are not original, but are based on rules adopted by the OAS, the IDB and other organizations to define, discourage and penalize perpetrators of harassment.*

**9.10.2** No Institute staff member, irrespective of position, or counterparts shall commit acts of harassment in the workplace. Each individual must seek to treat others with respect and dignity in the workplace. Harassment in the workplace is unacceptable and could result in disciplinary measures, including dismissal and summary dismissal, when the resulting investigation reveals clear and convincing evidence.

#### EXPLANATION

*This is a new rule that stipulates that harassment in the workplace may result in the imposition of disciplinary measures. The standard of proof is based on the requirements of the United Nations Administrative Tribunals, the OAS and the IDB.*

**9.10.3** Harassment in the workplace includes:

- a. Discrimination and prejudice based on race, religion, creed, or gender, intended to harm or to favor others in the workplace or otherwise in the performance of their official duties;
- b. Discrimination and prejudice, based on national origin, intended to harm or to favor others in the workplace or otherwise in the performance of their official duties, with the exception of preferences based on national origin that may be necessary to fulfil the mandates of the governing bodies of the Institute, which require consideration of nationality in selecting IPP, so as to ensure geographic distribution;



- c. Sexual harassment in the workplace or in the performance of official duties, under SR 9.10.5 subsection c, and as defined in the corresponding guidelines issued by the DG; and
- d. Any other repeated or persistent words, conduct, or actions that can reasonably be considered to be inappropriate and that:
  - i. are directed at a specific person (“the victim”) in the workplace or otherwise in the performance of that person’s official duties;
  - ii. are intended to annoy, alarm, or cause substantial emotional distress to the victim;
  - iii. serve no legitimate purpose; and
  - iv. would be reasonably regarded by other reasonable persons, in the same circumstances, as offensive, humiliating, intimidating, violent, or intrusive of reasonable expectations of privacy.

*EXPLANATION*

*The definition of harassment adopted by other organizations includes discrimination, sexual harassment and other inappropriate actions that reasonable persons in similar circumstances would consider to be offensive, intimidating, violent, humiliating or intrusive of their privacy. The definition in this new rule is in keeping with that practice.*

**9.10.4** The following actions shall not be considered to be harassment:

- a. Actions taken or words said with no intended malice;
- b. A supervisor’s words or actions used or taken for the purpose of evaluating a staff member’s performance of official duties, assigned in accordance with a job description and/or contract, or for the primary purpose of assigning and/or supervising the performance of official duties within the usual time periods and at the level required under the corresponding job description or contract;
- c. The application of disciplinary measures for misconduct, including unsatisfactory performance;
- d. A decision not to renew a contract, as well as notification that the contract will not be renewed; and
- e. The termination of a staff member’s employment or a contractor’s contract, together with delivery of the corresponding notice, for any of the reasons stated in the Staff Rules and/or contract.

*EXPLANATION*

*Staff members who receive an evaluation that speaks to shortcomings in their performance; are notified that they have been refused a pay increase, promotion or the extension of a contract; or who are subject to disciplinary measures, may feel humiliated and offended. Therefore, it must be*

*stated clearly that actions of this nature are not included under the definition of harassment. The rule makes it clear that words and actions taken during performance evaluation and supervision, as well as to impose disciplinary measures, are not harassment, provided that they are done “without malice”. The rules of other organizations, such as the OAS and the IDB also emphasize that distinction.*

**9.10.5** For the purposes of SR 9.10.3 and 9.10.4:

- a. Words, conduct, or action shall be presumed to be “intentional” and “unwelcome”:
  - i. When the alleged offender has been previously advised by the victim or by another staff member that these words, conduct or actions are unwelcome and/or likely to cause the victim annoyance, alarm, or emotional distress; or
  - ii. When, in the case of an isolated incident, it is obvious to a reasonable person, by virtue of the outrageous and otherwise shocking nature of the conduct and where and when it occurred, that the alleged offender knew or should have known, given his/her experience and cultural background, that such conduct would be unwelcome and annoy, harm or cause emotional distress to the victim.
- b. The term “without malice” used in SR 9.10.4 shall be understood to denote any action, conduct or word that is taken or used without gross negligence and without the specific and primary intent to annoy, alarm or cause substantial emotional distress, and not after the alleged offender has been duly advised that the words, conduct or actions are offensive and a reasonable person under the same circumstances would agree that they are.
- c. Sexual harassment is defined as any action, gesture or word with a sexual connotation, any request for sexual favors or any other verbal or physical behavior of a sexual nature, which is presented as a condition of employment or creates an intimidating, hostile or offensive work environment. It is considered particularly serious when it is perpetrated by a staff member who is in a position to influence the career or employment (including hiring, assigning, renewal of contract, performance evaluation or promotion) of the recipient of the behavior. When any undesired, unwelcome or unsolicited sexual behavior at or in relation to work is directed to a person who considers it offensive or unwelcome, this shall be considered to be sexual harassment.

**EXPLANATION**

*The definitions in this rule are considered necessary to better understand the terms used in the proposed rules - SR 9.10.3 and 9.10.4. The definition of sexual harassment is taken from SR 10.1, which is currently in effect. The other definitions are based on definitions of these terms in the rules governing sexual harassment in other organizations in the Inter-American System.*

**9.10.6** The DG shall establish a procedure in the PM for how accusations of harassment may be reported by IICA staff and by any other person involved in the activities of the Institute; and by executive order shall assign responsibilities and establish processes for the investigation and handling of these reports.

*EXPLANATION*

*It will be necessary to identify in the PM those officers who shall be designated to receive sexual harassment complaints. Moreover, it is expected that the DG will adopt more detailed guidelines for investigating and handling complaints, through an executive order or internal policy, similar to what has taken place in other organizations.*

**9.10.7** The General Directorate shall not be held responsible for workplace harassment committed by representatives or staff of other international organizations, governments, civil society organizations, independent contractors, and other individuals over whom it has no authority to impose disciplinary measures in accordance with these Staff Rules. However, if an acceptable and well-founded accusation of workplace harassment is made against any of these individuals, the General Directorate must relay this complaint to the relevant authorities to whom the alleged aggressor reports, so that they may take those actions that they deem appropriate.

*EXPLANATION*

*The General Directorate is not empowered to impose disciplinary measures on guests of IICA, government representatives, representatives of other organizations and employees of other entities. However, it can and is obliged to report the substantiated complaints against these persons to their respective bosses, as dictated under this rule.*

## **CHAPTER X. GENERAL PROVISIONS**

**10.1 Modification:** Pursuant to Article 3(h) of the Rules of Procedure of the Executive Committee (EC), these Staff Rules may be modified by the Executive Committee, whether on its own initiative or at the request of the General Directorate, provided that these modifications are consistent with the RPGD, the Rules of Procedure of the IABA and the Rules of Procedure of the EC. Any modification that is not consistent with these regulations will require the approval of the IABA or of the Executive Committee, subject to the agreement of the IABA.

*EXPLANATION*

*This is a new rule based on Article 3(h) of the Rules of Procedure of the EC. It is a conventional and usual practice for a regulation to include a provision on its possible modification.*

**10.2 Personnel Manual:** The PM is an instrument containing the procedures and guidelines established by the DG to facilitate the implementation and application of these Staff Rules. In the event of any contradiction between these Staff Rules and the Personnel Manual, the Staff Rules shall prevail.

*EXPLANATION*

*The details of various mechanical and routine transactions have been incorporated into the PM. However, the PM has not been approved by the governing bodies, but is a technical and administrative instrument established by the DG, in accordance with RPGD 6(b), and it cannot contradict any provision of the SR. Within the hierarchy of the Institute's internal legislation, the PM carries less weight than the regulations approved by the governing bodies.*

**10.3 Gender:** When the masculine or feminine pronoun is used to refer to officials, representatives, persons and staff, it shall be understood to apply equally to all persons, regardless of gender or sexual identity.

*EXPLANATION*

*An effort has been made to use the pronouns he/she, in referring to the DG and other officials. However, nowadays, in some countries, additional pronouns are used to take into account the existence of other genders or sexual identities. Therefore, we have included this provision on gender to take that new reality into account.*

**10.4 Time period:** Except when indicated otherwise in a specific rule, the time periods established in these Staff Rules will include all days, including workdays, weekends and public holidays. However, if a deadline falls on a public holiday, a Saturday or a Sunday, it shall be extended to the next working day.

*EXPLANATION*

*Almost all the chapters of these Staff Rules establish deadlines to complete processes, whether for the DG or the staff. Therefore, to avoid any misunderstanding with respect to how to compute deadlines, it is advisable to include a rule that clarifies that all days are to be counted in computing deadlines, not only working days.*

## ACRONYMS

AD	Annual Declaration
AP	Associate Personnel
CATIE	Tropical Agricultural Research and Higher Education Center
DG	Director General
EC	Executive Committee
GSP	General Services Personnel
HTAC	Human Talent Advisory Committee
IABA	Inter-American Board of Agriculture
IPP	International Professional Personnel
LP	Local Personnel
LPP	Local Professional Personnel
OAS	Organization of American States
PM	Personnel Manual
RPGD	Rules of Procedure of the General Directorate
RS	Remuneration System
SR	Staff Rules

## GLOSSARY

**Acceptance of employment contract or appointment:** a signed statement of agreement, by which a person selected to become a staff member of the Institute agrees to an employment contract or appointment.

**Administrative tools:** for purposes of these regulations, this refers to the Staff Rules, the Financial Rules, Personnel Manual, Executive Orders of the DG, Code of Ethics and other “policies” and rules relevant to the administration of Institute staff, which all staff should be familiar with and which are binding.

**Allowances:** financial assistance that IICA grants to persons who fulfil the necessary conditions.

**Annual declaration:** written declaration, signed before a notary public, attesting to the net value of one’s personal estate.

**Appointment:** see “Employment contract or appointment”.

**Associate personnel:** persons appointed to perform functions of a professional technical or scientific nature, in accordance with agreements or contracts signed with other institutions jointly participating in programs of common interest; or to provide ad honorem services, with the authorization of the institution to which they belong.

**Beneficiary:** a person designated in advance by an IICA staff member and duly registered with the Institute to receive any outstanding salary, insurance or pension accruing to the staff member in case of his/her death.

**Benefit:** compensation in addition to the salary agreed on between the Institute and the staff member, whether monetary or otherwise.

**Category of position:** classification that differentiates between international and local positions, and within the latter category differentiates between professional staff and general services personnel.

**Cessation of services:** see “separation”.

**Classification of positions:** process comparing positions based on a technical analysis that considers the type of position, whether international or local, the duties and responsibilities, as well as the minimum requirements needed to perform this role.

**Common law union or cohabitation:** unmarried partnership, domestic partnership or the free association of two individuals in an emotional relationship, regardless of gender, living together in a stable situation, equivalent to a marital arrangement, provided that this does not contravene the laws of the duty station of the staff member or of his/her country of origin.

**Compensation:** refers to total income received by the staff member in exchange for performing the duties of the position. This includes a basic salary as well as any other type of benefits.

**Cost of living:** represents the value or cost of goods or services consumed in the household to obtain a determined level of satisfaction. The Institute will only use inflation or the official Consumer Price Index published by the Member States.

**Counterpart:** specific individuals or organizations that collaborate with the Institute to achieve mutually agreed objectives. The concept implies shared goals, common responsibility for direct effects, clear accountability and reciprocal obligations. It can refer to governments, civil society entities, non-governmental organizations, universities, professional and business associations, multilateral organizations, private companies, etc.

**Disciplinary measures:** measures that serve the purpose of imposing sanctions on IICA staff members for unsatisfactory performance of duties, activities or services, or for conduct not in accordance with the standards and provisions of the Institute.

**Discrimination:** unfair treatment of a person or group of persons, on the grounds of race, religion, political affiliation, gender, age, physical appearance, mental condition, or for other reasons stated in the published regulations or policies of the Institute.

**Dismissal:** disciplinary measure imposed against a staff member, by permanently terminating his/her duties and ending his/her service with the Institute, as a result of misconduct or repeated misconduct or repeated unsatisfactory performance of duties.

**Emeritus:** title granted to outstanding, retired staff members who have demonstrated exceptional technical capacity, dedication and loyalty to the Institute. The IABA awards this title to former DGs and the Executive Committee awards it to staff members from other categories.

**Emoluments:** See “Benefit”, *supra*.

**Final payment:** the full and final settlement of all outstanding payments due to a staff member on ending his/her working relationship with the Institute.

**Functions:** duties and responsibilities attached to each position or post.

**General Directorate:** the executive arm of the Institute, made up of the technical and administrative units that coordinate and execute its activities.

**General Services Personnel (GSP):** staff that occupy local general services positions, who do not require a professional degree to effectively carry out their assigned duties.

**Harassment:** any unsolicited verbal or physical behavior that creates an intimidating, hostile or offensive work environment, in accordance with Rules 9.10.3 -9.10.5 of these Staff Rules.

**Indemnity:** payment in compensation for damage or prejudice.

**Immunity:** exception to national jurisdiction, established in the Basic Agreements with the Member States. This is granted to the Institute and its staff members to assist them in carrying out their official functions and achieving the objectives of the Institute.

**Institute staff:** all persons in any of the categories of the Institute, who have a contract or active appointment, or who have been granted an emeritus title.

**Insubordination:** intentional refusal or failure of staff to abide by the rules, instructions or provisions of the Institute.



**Intellectual property:** rights establishing the ownership of and protecting the creator of a good or service.

**International Professional Personnel (IPP):** staff who occupy international positions that require higher academic qualifications and broad international professional experience, with the necessary skills to carry out activities in any of the Member States.

**Job title:** the specific name given to each of the positions of the Institute.

**Leave:** authorization granted to Institute staff, allowing them to be absent from work temporarily.

**Local Professional Personnel (LPP):** staff who occupy local professional positions and who require a professional degree to effectively carry out their assigned duties.

**Merit system:** system that includes an incentive in addition to the salary system, awarding staff who demonstrate above average performance and self-development.

**Obligations:** contractual duties that all staff must abide by as part of their responsibilities to the Institute.

**Official place of residence:** the place specified in the letter of appointment where the IP staff member will travel to take home leave and to which the staff member will be repatriated on terminating his/her work contract or appointment.

**Official travel:** a trip paid for by the Institute for the purpose of attending to matters related to the objectives of the Institute. It includes trips to provide assistance to national or international organizations, IICA Offices in the countries, and to attend conferences or meetings. The following shall also be considered official travel: trips for hiring, transfer, additional professional training, repatriation and home leave.

**Oral admonition:** a disciplinary measure that consists of a verbal warning given to the staff member for slight disciplinary shortcomings that are not recurrent.

**Per diem:** a sum of money for the purpose of covering expenses incurred by staff members or their x` dependents while on official travel, in accordance with institutional provisions.

**Placement:** assigning an individual to one of the different employment categories.

**Position:** a post in the organizational structure which has been assigned a title, an objective, a series of functions or responsibilities, requisite skills and a classification category.

**Position of trust:** a position for which the Director General is free to select or remove personnel at any time during his/her tenure.

**Privileges:** benefits granted to the Institute or its staff members that are established in the Basic Agreement signed between a Member State and the Institute. These privileges are granted to the Institute or its staff members to assist them to carry out their official functions and achieve the objectives of the Institute.

**Promotion:** Transfer to a higher position, whether to a higher grade within the category of one's current position or to a higher category.

**Reappointment:** appointing a person again after he/she has been a part of the Institute but has ended their working relationship.

**Reassignment:** a change in responsibilities and/or change in position, without a change in the category of the position.

**Reasonable person:** refers to a person whose conduct demonstrates an average degree of judgement, capacity or care.

**Recognized dependents:** spouse and dependents of the staff member, namely unmarried children, legal wards and legally adopted children who are under the age of eighteen, or if they are full-time students in a recognized educational institution, are under the age of twenty-five.

**Reconsideration:** the process established in Rule 9.7 in which persons may challenge the claim that they have not complied with the conditions of their appointment, after having exercised their right to a hearing, in the first instance, in accordance with Rules 9.1 – 9.3 of these Staff Rules.

**Repatriation:** the sum paid by IICA to transfer an IP staff member and his/her recognized dependents to their official place of residence, upon completion of services with the Institute.

**Remuneration:** see “salary”.

**Remuneration System:** salary system that seeks to attract, retain, motivate and award competent staff, according to the Institute’s needs, goals and payment capacity.

**Rescission:** any action taken by IICA for the purpose of terminating an employment contract or appointment, not including the resignation or retirement of the staff member.

**Resignation:** when a staff member ends his/her appointment on his/her own initiative.

**Retaliation or reprisal:** situations in which an unfavorable work-related decision is taken or is threatened to be taken against a person, with no justified cause and only because the person has engaged in one of the behaviors protected and regulated by the Institute.

**Right:** anything that the staff is entitled to, according to the law and the authorities of the Institute.

**Salary:** monetary compensation paid to staff for work carried out and defined in the employment or appointment contract. It does not include benefits.

**Separation from service:** the termination of the working relationship between staff members and IICA, regardless of the motive, be it voluntary or involuntary.

**Serious misconduct:** any serious failure to observe the recognized standards of conduct of the Institute, any failure to observe the terms of the loyalty oath, any conduct tending to ridicule or discredit the Institute or its senior officers, any act or omission that could seriously damage the interests or objectives of the Institute, any act of aggravated insubordination or aggression against the authorities or other staff members of the Institute, harassment, as defined in the present Rules, or any other similar act or omission that demonstrates that his/her continued service in the Institute would be unacceptable.

**Staff classification:** definition that distinguishes Institute staff according to the category that they occupy.

**Staff evaluation:** annual performance review of staff, seeking to maximize their work potential and to pinpoint any shortcomings in the performance of their duties. Provides the basis for determining merit-based salary increases and/or continued appointment.

**Summary dismissal:** the most severe disciplinary measure, immediately removing from Institute service a staff member whose serious misconduct justifies permanent and immediate separation from functions, activities or services, while waiving established internal procedures for the application and reconsideration of disciplinary measures, to protect IICA's interests.

**Suspension:** a disciplinary measure that consists of temporarily removing a staff member from employment for unsatisfactory performance or misconduct in the discharge of duties.

**Transfer:** the act of moving an IP staff member of the Institute from one duty station to another.

**Vacancy:** a position within the Institute identified by the General Directorate as "vacant" and unoccupied, although the duties and responsibilities of the position may have been temporarily assigned to a particular person.

**Vacations:** paid periods of rest for Institute staff, in accordance with the regulatory provisions and corresponding labor legislation.

**Victim:** a person who has suffered damage or infringement of their rights, directly or indirectly, or against whom a crime has been committed.

**Work or appointment contract:** a document that constitutes an agreement between the Institute, as the employer, and the individual, as the employee, establishing a labor relationship involving the provision of services or the exercising of a function or technical or basic activity at the Institute. It stipulates that the individual in question be provided with a salary and a position at IICA.

**Workplace or duty station:** the place where the DG has determined that the staff member will work.

**Written admonition:** a disciplinary measure drawing attention to slight disciplinary faults, for which the staff member has already received at least one oral admonition.

**Written censure:** a disciplinary measure that consists of a written reprimand for serious and/or repeated faults and which is more serious than an oral admonition.

**Whistleblower:** any individual or legal entity that reports irregular or illicit activity to the authorities.

**Years of service:** time serving as a staff member of the Institute. This does not include, inter alia, service as a consultant, independent contractor, associate personnel, volunteer, intern, or otherwise as an employee or agent of an independent contractor serving the Institute.